



**WINTERVILLE TOWN COUNCIL AGENDA  
MONDAY, MARCH 9, 2026 - 6:00 PM  
WINTERVILLE TOWN HALL ASSEMBLY ROOM**

- I. **CALL TO ORDER.**
- II. **INVOCATION.**
- III. **PLEDGE OF ALLEGIANCE.**
- IV. **WELCOME.**
- V. **ROLL CALL.**
- VI. **APPROVAL OF AGENDA.**
- VII. **PROCLAMATIONS.**
  1. Social Work Month.
- VIII. **PRESENTATIONS:**
  1. Winterville in Motion: Tristyn Daughtry and Rebecca Caveness.
  2. Stormwater CIP: Rivers and Associates.
- IX. **PUBLIC HEARINGS:**
  1. Farmstead Subdivision Annexation.
  2. Farmstead Subdivision Development Agreement.
  3. Southbrook Phase 3 Rezoning.
- X. **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.*
- XI. **CONSENT AGENDA:** *The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.*
  1. Approval of Council Meeting Minutes.
  2. Budget Amendment 2026-2027-5.
  3. Audit Contract for Fiscal Year 2025-2026.
  4. Integrity Church of Greenville, NC Annexation - Schedule Public Hearing.

5. Approval of Financing Terms and Agreement with Southern Bank & Trust Company.
  - a) Resolution 26-R-031 2025 F-150 - Inspections
  - b) Resolution 26-R-032 Dodge Durangos - Police
  - c) Resolution 26-R-033 2025 F-150 & Self-Contained Breathing Apparatus Air-Paks - Fire
  - d) Resolution 26-R-034 2026 Ford F-350 Dump Truck & Hustler Mowers – Public Works
  - e) Resolution 26-R-035 2025 Dodge Ram Bucket Truck & Ditch Witch - Electric
  - f) Resolution 26-R-036 Pinpointer Impulse Radar GPR & 2025 Valve Trailer - Water
  - g) Resolution 26-R-037 Envirosight HD Camera Crawler & Attachments - Stormwater

**XII. OLD BUSINESS:** None

**XIII. NEW BUSINESS:**

1. Farmstead Preliminary Plat.
2. Old Tar Road Widening, Electric Line Relocation, Bid acceptance for C-Phase Services, LLC.
3. Electric Power Cost Adjustment (PCA) rate implementation.

**XIV. OTHER AGENDA ITEMS:**

1. Winterville Town Government Roles: Keeping Our Citizens Informed. (Councilwoman Hawkins).
2. Ongoing Need for Civilian Review Board: Traffic Stops Patterns & Trends. (Councilwoman Hawkins).
3. Developmental Disability Recognition: Focus on Autism. (Councilwoman Hawkins).

**XV. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS:**

**XVI. ANNOUNCEMENTS:**

- Attached.

**XVII. REPORTS FROM THE TOWN MANAGER, TOWN ATTORNEY, TOWN COUNCIL, AND MAYOR.**

**XVIII. CLOSED SESSION:**

**NCGS § 143-318.11. (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.

**XIX. ADJOURN.**

***SPECIAL NOTICE:*** Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk, Don Harvey at (252) 756-2221 ext. 2344 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)

## **XIX. ANNOUNCEMENTS:**

- Ripe for Revival Mobile Market: Thursday, March 12, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Ruritan Club Bingo Night: Saturday, March 14, 2025; 6:00 pm – 8:00 pm; Winterville Ruritan Club, 2668 Church Street, Winterville, NC.
- Planning and Zoning Board Meeting: Monday, March 16, 2026 @ 7:00 pm - Town Hall Assembly Room.
- Board of Adjustment Meeting: Tuesday, March 17, 2026 @ 7:00 pm - Town Hall Assembly Room.
- Ripe for Revival Mobile Market: Thursday, March 19, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Coffee with a COP: Friday, March 20, 2026; 9:00 am – 10:30 am – Cooper’s Cup, 2588 Railroad Street, Winterville, NC.
- Easter Eggstravaganza: Saturday, March 21, 2026; 11:00 am – 1:00 pm; Winterville Recreation Park, 332 Sylvania Street, Winterville.
- Recreation Advisory Board: Tuesday, March 24, 2026 @ 6:30 pm – Operation Center.
- Ripe for Revival Mobile Market: Thursday, March 26, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Winterville Human Relations Board Meeting: Thursday, March 26, 2026 @ 7:00 – Town Hall Executive Conference Room.
- Winterville Baseball Opening Ceremony: Saturday, March 28, 2026 @ 9:00 am Winterville Recreation Park, 332 Sylvania Street, Winterville.
- April Meeting Agenda Abstracts and Information Due: Wednesday, April 1, 2026.
- Ripe for Revival Mobile Market: Thursday, April 2, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Good Friday: Town Offices Closed: Friday, April 3, 2026.
- Learn to Ride: Saturday, April 4, 2026 9:00 am – 11:00 am; Hillcrest Park, 2418 Carmon Street, Winterville, NC.
- Ready for the Road: Saturday, April 4, 2026 11:30 am – 1:30 pm; Hillcrest Park, 2418 Carmon Street, Winterville, NC.
- May 2026 Newsletter Information Due: Friday, April 7, 2026.
- Ripe for Revival Mobile Market: Thursday, April 9, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Agenda Review Meeting: Thursday, April 9, 2026 @4:00 pm – Town Hall Executive Conference Room.
- Regular Town Council Meeting: Monday, April 13, 2026 @ 6:00 pm - Town Hall Assembly Room.
- Town Council and Manager Budget Progress Meeting: Monday, May 4, 2026 @ 6:00 pm - Town Hall Executive Conference Room.
- Town Council Budget Work Session #1: Thursday, May 21, 2026 @ 6:00 pm - Town Hall Assembly Room.
- Town Council Budget Work Session #2: Tuesday, May 26, 2026 @ 6:00 pm - Town Hall Assembly Room.
- Town Council Budget Work Session #3 (Tentative): Thursday, May 28, 2026 @ 6:00 pm - Town Hall Assembly Room.



**PROCLAMATION**  
**SOCIAL WORK MONTH MARCH 2026**

**WHEREAS**, the profession of social work is dedicated to enhancing the well-being of individuals, families, and communities while advancing social justice, equity, and access to essential services; and

**WHEREAS**, social workers serve on the front lines in schools, hospitals, behavioral health settings, public agencies, faith communities, correctional facilities, and nonprofit organizations, addressing complex challenges including mental health, substance use disorders, child welfare, poverty, housing instability, and crisis intervention; and

**WHEREAS**, social workers play a critical role in strengthening families, empowering youth, supporting older adults, advocating for vulnerable populations, and building healthier, more resilient communities; and

**WHEREAS**, the 2026 Social Work Month theme, “Social Workers: Uplift. Defend. Transform.,” recognizes the profession’s commitment to uplifting individuals in times of need, defending the dignity and rights of all people, and transforming systems to create equitable and sustainable change; and

**WHEREAS**, the Town of Winterville values the dedication, ethical standards, and service of social workers who contribute daily to the health, safety, and overall well-being of our residents.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Richard E. Hines, Mayor of the Town of Winterville on behalf of the Winterville Town Council, do hereby proclaim the month of March 2026 as Social Work Month in the Town of Winterville, and encourage all residents to recognize and celebrate the vital contributions of social workers and to join in supporting their mission to uplift, defend, and transform our community.

**IN WITNESS WHEREOF**, I do set my hand, and cause the seal of Winterville to be affixed this 9<sup>th</sup> day of March 2026.

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Richard E. Hines, Mayor

**Attest:**

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Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Presentations

**Meeting Date:** March 9, 2026

**Presenter:** Tristyn Daughtry, Economic Development Planner

**Item to be Considered**

**Subject:** Winterville in Motion.

**Action Requested:** None at this time.

**Attachment:** None.

**Prepared By:** Tristyn Daughtry, Economic Development Planner

**Date:** 2/25/2026

**ABSTRACT ROUTING:**

TC: 3/2/2026

TM: 3/3/2026

Final: tlp - 3/3/2026

**Supporting Documentation**

Tristyn Daughtry, Economic Development Planner for the Town of Winterville, and Rebecca Caveness, Executive Director of the Winterville Chamber of Commerce, will present an overview of Winterville in Motion, a new collaborative podcast initiative between the Town and the Chamber.

The podcast will serve as an official communication platform to share updates on Town initiatives, economic development activity, Chamber programming, local events, and business highlights. Branded under the theme "Stories Shaping the Good Life" the initiative is designed to be a positive, forward-looking tool that champions the community, celebrates local success, and strengthens connections between local government, businesses, and residents.

Presented by Tristyn Daughtry and Rebecca Caveness.

**Budgetary Impact:** TBD

**Recommendation:** NA



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Presentations

**Meeting Date:** March 9, 2026

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** Stormwater Asset Inventory Assessment Study results and Capital Improvements Plan.

**Action Requested:** Adopt the CIP.

**Attachment:** Presentation and CIP.

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 2/13/2026

**ABSTRACT ROUTING:**

TC: 3/2/2026

TM: 3/3/2026

Final: tlp - 3/3/2026

**Supporting Documentation**

Rivers and Associates has been engaged by the Town for the assessment of our stormwater system. This is also known as the Stormwater AIA. (Asset Inventory Assessment).

They were responsible for identifying and determining the condition of individual assets that make up the Town's stormwater system. They have worked with Town staff to identify, review, and assess the Town's infrastructure. There have been 9 major projects identified and they have a value of \$5,152,078. Please keep in mind this does not include the Noble Canal and Railroad Street project that is already being developed and designed. This CIP provides a 10-year plan to address these projects.

The presentation will provide the Council with an overview of the stormwater system. It will also provide a detailed list of capital projects that will be incorporated into future budgets.

**Budgetary Impact:** N/A.

**Recommendation:** Staff recommends Council receive the report and approve the Stormwater CIP

**Summary of Capital Project Financing**  
Town of Winterville, NC  
Stormwater Asset Management Plan  
March 2026

| Expenditures                                    | FY 27/28             | FY 28/29             | FY 29/30               | FY 30/31             | FY 31/32             | FY 32/33             | FY 33/34             | FY 34/35             | FY 35/36             | FY 36/37    |
|---|----------------------|----------------------|------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-------------|
| Clean and CCTV Inspect & Hydraulic Analysis     | \$ 325,000.00        |                      |                        |                      |                      |                      |                      |                      |                      |             |
| Railroad Street Crossing Stormwater Replacement |                      | \$ 536,680.00        |                        |                      |                      |                      |                      |                      |                      |             |
| 221 North Street Stormwater Replacement         |                      |                      | \$ 1,162,300.00        |                      |                      |                      |                      |                      |                      |             |
| Jones Street Crossing Stormwater Replacement    |                      |                      |                        | \$ 554,200.00        |                      |                      |                      |                      |                      |             |
| Main Street Stormwater Drainage Improvements    |                      |                      |                        |                      | \$ 414,600.00        |                      |                      |                      |                      |             |
| Academy Street Stormwater Drainage Improvements |                      |                      |                        |                      |                      | \$ 364,222.00        |                      |                      |                      |             |
| Ange Street Stormwater Drainage Improvements    |                      |                      |                        |                      |                      |                      | \$ 496,800.00        |                      |                      |             |
| Blount Street Outfall                           |                      |                      |                        |                      |                      |                      |                      | \$ 526,900.00        |                      |             |
| Cornerstone Stormwater Drainage Improvements    |                      |                      |                        |                      |                      |                      |                      |                      | \$ 619,600.00        |             |
| <b>Total</b>                                    | <b>\$ 325,000.00</b> | <b>\$ 536,680.00</b> | <b>\$ 1,162,300.00</b> | <b>\$ 554,200.00</b> | <b>\$ 414,600.00</b> | <b>\$ 364,222.00</b> | <b>\$ 496,800.00</b> | <b>\$ 526,900.00</b> | <b>\$ 619,600.00</b> | <b>\$ -</b> |

| Funding Sources                                       | FY 27/28            | FY 28/29            | FY 29/30             | FY 30/31             | FY 31/32             | FY 32/33             | FY 33/34             | FY 34/35             | FY 35/36             | FY 36/37    |
|---|---------------------|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-------------|
| Revenue Source  |                     |                     |                      |                      |                      |                      |                      |                      |                      |             |
| <b>Installment Financing<br/>(20-year loans @ 2%)</b> | <b>\$ 22,750.00</b> | <b>\$ 59,992.60</b> | <b>\$ 140,491.92</b> | <b>\$ 177,261.94</b> | <b>\$ 203,705.76</b> | <b>\$ 226,208.52</b> | <b>\$ 257,627.52</b> | <b>\$ 290,656.72</b> | <b>\$ 329,648.01</b> | <b>\$ -</b> |
| Clean and CCTV Inspect & Hydraulic Analysis           | \$ 22,750.00        | \$ 22,425.00        | \$ 22,100.00         | \$ 21,775.00         | \$ 21,450.00         | \$ 21,125.00         | \$ 20,800.00         | \$ 20,475.00         | \$ 20,150.00         |             |
| Railroad Street Crossing Stormwater Replacement       |                     | \$ 37,567.60        | \$ 37,030.92         | \$ 36,494.24         | \$ 35,957.56         | \$ 35,420.88         | \$ 34,884.20         | \$ 34,347.52         | \$ 33,810.84         |             |
| 221 North Street Stormwater Replacement               |                     |                     | \$ 81,361.00         | \$ 80,198.70         | \$ 79,036.40         | \$ 77,874.10         | \$ 76,711.80         | \$ 75,549.50         | \$ 74,387.20         |             |
| Jones Street Crossing Stormwater Replacement          |                     |                     |                      | \$ 38,794.00         | \$ 38,239.80         | \$ 37,685.60         | \$ 37,131.40         | \$ 36,577.20         | \$ 36,023.00         |             |
| Main Street Stormwater Drainage Improvements          |                     |                     |                      |                      | \$ 29,022.00         | \$ 28,607.40         | \$ 28,192.80         | \$ 27,778.20         | \$ 27,363.60         |             |
| Academy Street Stormwater Drainage Improvements       |                     |                     |                      |                      |                      | \$ 25,495.54         | \$ 25,131.32         | \$ 24,767.10         | \$ 24,402.87         |             |
| Ange Street Stormwater Drainage Improvements          |                     |                     |                      |                      |                      |                      | \$ 34,776.00         | \$ 34,279.20         | \$ 33,782.40         |             |
| Blount Street Outfall                                 |                     |                     |                      |                      |                      |                      |                      | \$ 36,883.00         | \$ 36,356.10         |             |
| Cornerstone Stormwater Drainage Improvements          |                     |                     |                      |                      |                      |                      |                      |                      | \$ 43,372.00         |             |
| <b>Stormwater Fund Operating Expenses</b>             | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ -</b> |
| <b>Total Funding Required</b>                         | <b>\$ 22,750.00</b> | <b>\$ 59,992.60</b> | <b>\$ 140,491.92</b> | <b>\$ 177,261.94</b> | <b>\$ 203,705.76</b> | <b>\$ 226,208.52</b> | <b>\$ 257,627.52</b> | <b>\$ 290,656.72</b> | <b>\$ 329,648.01</b> | <b>\$ -</b> |



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Public Hearings

**Meeting Date:** March 9, 2026

**Presenter:** Stephen Penn, Planning and Economic Development Director

**Item to be Considered**

**Subject:** Farmstead Annexation Petition.

**Action Requested:** Hold Public Hearing and Consider Annexation Petition.

**Attachment:** Annexation Petition, Metes and Bounds/Legal Description, Annexation Map, Certified Mailed Notice of Hearing; Certificate of Sufficiency, and Draft Annexation Ordinance 26-O-031.

**Prepared By:** Stephen Penn, Planning and Economic Development Director

**Date:** 2/25/2026

**ABSTRACT ROUTING:**

TC: 3/2/2026

TM: 3/3/2026

Final: tlp - 3/3/2026

**Supporting Documentation**

Applicant: Sutton Land Holdings, LLC.

Location: East of Reedy Branch Road near the Davenport Farm Intersection.

Parcel Numbers: 38386, 23479, 88048, & 88050.

Site Data: 96.219 acres. Preliminary Plat shows 179 residential lots, a pool, and community areas.

Zoning: R-8 Conditional District and R-10 Conditional District.

Staff Analysis:

Staff recommends the approval of the Farmstead annexation petition.

Anticipated Annexation Schedule:

2/9/26: Direct Town Clerk To Investigate Sufficiency & Schedule Public Hearing.

3/9/26: Hold Public Hearing.

If approved, Effective Date will be March 31, 2026.

**Budgetary Impact:** TBD.

**Recommendation:** Staff recommends Council Approve Farmstead Annexation Petition.

**PETITION REQUESTING ANNEXATION**

Date: February 9th, 2026

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.

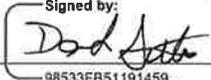
2 The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Being all of Pitt County Parcel numbers 88050, 88048, 23479, and 38386.

See attached Legal Description.

Name Sutton Land Holdings, LLC Address 1101 South Blvd, Ste 106,

Signature  Charlotte, NC 28203  
Signed by: 98533FB51191459...

Name \_\_\_\_\_ Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

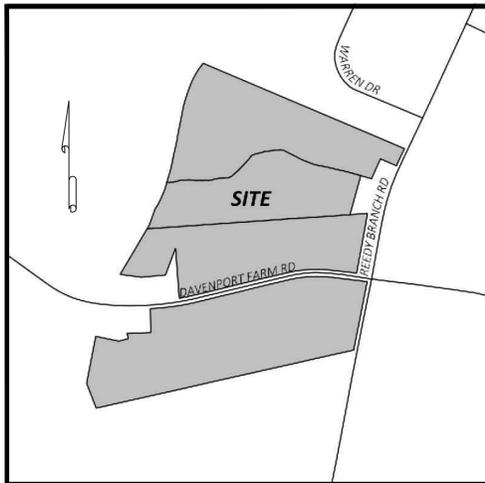
Signature \_\_\_\_\_

## LEGAL DESCRIPTION

### FARMSTEAD SUBDIVISION

#### WINTERVILLE TOWNSHIP, PITT CO, NORTH CAROLINA

Beginning at a point on the western right of way of Reedy Branch Road (SR 1131), said corner being a common corner between subject and Pitt Community College and having NC Grid Coordinates of N 658077.98 E 2472367.34 NAD 83(2011) and being the POINT OF BEGINNING, thence with the right of way of Reedy Branch Road a curve to the left having a radius of 4,411.00' and a grid bearing and distance of S 24° 46' 40" W 161.11' to a point, thence leaving the right of way N 67° 06' 01" W 141.29' to a point, thence S 24° 40' 24" W 167.05' to a point in Reedy Branch Canal, thence with the canal N 79° 04' 036" W 98.30' to a point, thence leaving the canal S 11° 48' 28" W 329.75' to a point, thence N 85° 24' 21" E 119.58' to a point, thence S 08° 41' 16" W 503.43', thence S 07° 42' 48" W 60.00' to a point on the southern right of way of Davenport Farm Road (SR 128), thence with the right of way of Davenport Farm Road S 82° 17' 12" E 90.75' to the southwest intersection of rights of way of Davenport Farm Road and Reedy Branch Road, thence with the western right of way of Reedy Branch Road S 11° 17' 30" W 584.19' to a point, thence leaving the right of way of Reedy Branch Road, S 76° 48' 20" W 2,174.18' to a point in the center of a canal, thence with the canal N 21° 00' 54" W 24.41' to a point, thence N 14° 13' 15" W 95.74' to a point, thence N 09° 25' 44" W 61.05' to a point thence N 21° 01' 31" W 62.77' to a point, thence N 02° 12' 08" E 168.59' to a point, thence N 09° 20' 31" E 210.74' to a point, thence leaving the canal S 78° 36' 02" E 193.82' to a point, thence N 73° 41' 58" E 79.80' to a point, thence N 12° 38' 02" E 44.71' to a point, thence N 88° 18' 58" E 200.00' to a point, thence N 01° 41' 02" W 200.00' to a point on the southern right of way of Davenport Farm Road, thence crossing the right of way of Davenport Farm Road N 04° 43' 27" W 61.18' to a point on the northern right of way of Davenport Farm Road, thence N 85° 16' 33" E 153.14' to a point, thence N 80° 40' 34" E 100.31' to a point, thence leaving the right of way N 04° 46' 15" W 409.91' to a point, thence S 19° 51' 04" W 239.89' to a point, thence S 85° 14' 39" W 199.85' to a point, thence N 81° 49' 51" W 191.45' to a point in Swift Creek Canal, thence with the canal N 30° 33' 02" E 65.90' to a point, thence N 25° 15' 58" E 117.34' to a point, thence N 29° 36' 20" E 104.23' to a point, thence N 22° 25' 48" E 104.14' to a point, thence N 16° 12' 50" E 202.93' to a point, thence N 11° 45' 37" E 527.80' to a point, thence N 15° 23' 48" E 94.22' to a point, thence N 20° 10' 32" E 101.75' to a point, thence N 31° 40' 58" E 164.09' to a point, thence leaving the canal S 67° 18' 50" E 1,074.92' to the point of beginning as shown on a composite annexation plat prepared by Ark Consulting Group, PLLC dated 02/09/2026 and containing 96.219 acres more or less.



**Vicinity Map**

SCALE: 1" = 1000'

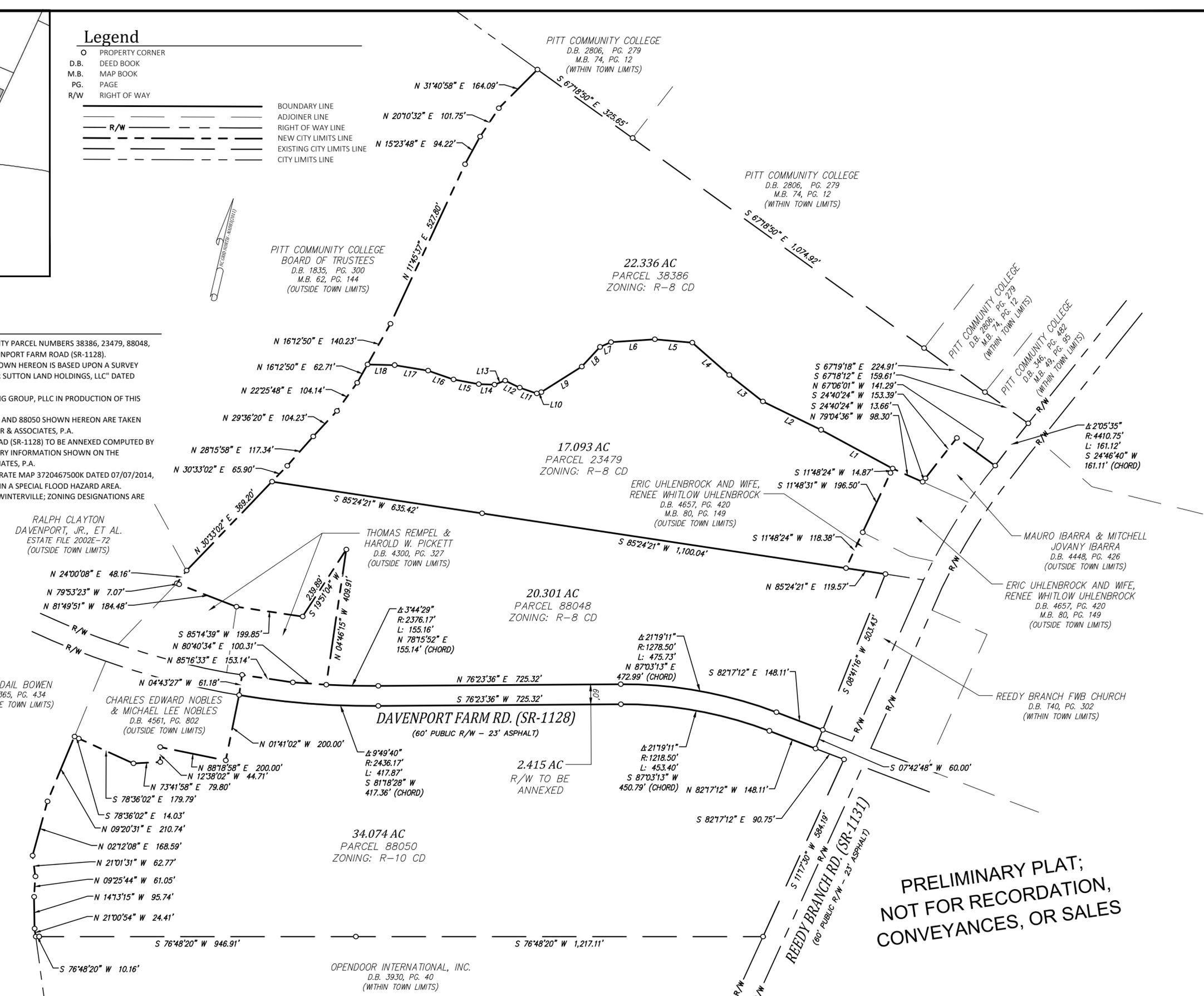
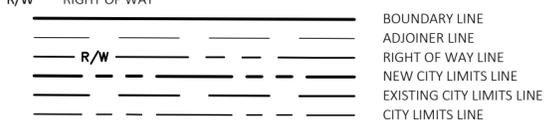
**Notes**

1. THIS IS A COMPOSITE ANNEXATION PLAT OF PITT COUNTY PARCEL NUMBERS 38386, 23479, 88048, 88050 AND A PORTION OF THE RIGHT OF WAY OF DAVENPORT FARM ROAD (SR-1128).
2. BOUNDARY AND NORTH REFERENCE INFORMATION SHOWN HEREON IS BASED UPON A SURVEY TITLED "BOUNDARY AND TOPOGRAPHICAL SURVEY FOR SUTTON LAND HOLDINGS, LLC" DATED 7/26/2022 BY GARY S. MILLER & ASSOCIATES, P.A.
3. NO FIELD SURVEY WAS PERFORMED BY ARK CONSULTING GROUP, PLLC IN PRODUCTION OF THIS MAP.
4. THE AREAS OF PARCEL NUMBERS 38386, 23479, 88048, AND 88050 SHOWN HEREON ARE TAKEN FROM THE AFORMENTIONED SURVEY BY GARY S. MILLER & ASSOCIATES, P.A.
5. AREA OF THE RIGHT OF WAY OF DAVENPORT FARM ROAD (SR-1128) TO BE ANNEXED COMPUTED BY COORDINATE COMPUTATION METHOD FROM BOUNDARY INFORMATION SHOWN ON THE AFORMENTIONED SURVEY BY GARY S. MILLER & ASSOCIATES, P.A.
6. AS SHOWN IN THE CURRENT FEMA FLOOD INSURANCE RATE MAP 3720467500K DATED 07/07/2014, PORTIONS OF THE PROPERTY TO BE ANNEXED LIE WITHIN A SPECIAL FLOOD HAZARD AREA.
7. THE PROPERTY LIES WITHIN THE ETJ OF THE TOWN OF WINTERVILLE; ZONING DESIGNATIONS ARE AS INDICATED HEREON.

| LINE TABLE |         |               |
|------------|---------|---------------|
| LINE       | LENGTH  | DIRECTION     |
| L1         | 242.97' | N 74°41'51" W |
| L2         | 193.96' | N 77°09'41" W |
| L3         | 128.29' | N 64°47'11" W |
| L4         | 146.85' | N 62°01'27" W |
| L5         | 112.19' | S 81°56'14" W |
| L6         | 131.44' | S 73°13'29" W |
| L7         | 35.77'  | S 52°31'48" W |
| L8         | 80.49'  | S 29°41'11" W |
| L9         | 143.07' | S 44°30'27" W |
| L10        | 14.01'  | S 59°50'38" W |
| L11        | 54.23'  | N 84°12'21" W |
| L12        | 48.07'  | N 77°36'25" W |
| L13        | 34.19'  | S 56°49'34" W |
| L14        | 47.05'  | S 78°15'15" W |
| L15        | 76.86'  | S 87°31'38" W |
| L16        | 80.22'  | N 84°01'59" W |
| L17        | 101.44' | S 86°16'02" W |
| L18        | 81.14'  | S 78°01'10" W |

**Legend**

- PROPERTY CORNER
- D.B. DEED BOOK
- M.B. MAP BOOK
- PG. PAGE
- R/W RIGHT OF WAY



**PRELIMINARY PLAT;  
NOT FOR RECORDATION,  
CONVEYANCES, OR SALES**

D:\ARK\_DROPBOX\01 - PROJECTS\ACTIVE\SUTTON CAPITAL GROUP\21071 - FARMSTEAD - DAVENPORT FARM ROAD\5 - SURVEY\DRAWINGS\03 - FINAL\C-1107 - FARMSTEAD ANNEXATION PLAT.DWG, Layout, Don Withers, Mon, Feb 09, 2026 @ 1:30 PM

COMPOSITE ANNEXATION PLAT FOR  
**FARMSTEAD SUBDIVISION**  
WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.  
ARK DRAWING NO. C-1107

|  |              |                |
|--|--------------|----------------|
|  | SURVEYED:    | APPROVED: JDW  |
|  | DRAWN: JDW   | DATE: 2-9-2026 |
|  | CHECKED: JDW | SCALE: 1"=200' |

925-A Conference Drive Phone: (252) 558-0888  
Greenville, NC 27858

MAP SHOWING AREA ANNEXED BY  
**TOWN OF WINTERVILLE, N.C.**  
ORDINANCE NO. \_\_\_\_\_ AREA: 96.219 AC  
EFFECTIVE DATE: \_\_\_\_\_

**ACCEPTED FOR THE TOWN OF WINTERVILLE**

MAYOR: \_\_\_\_\_ DATE: \_\_\_\_\_

**SURVEYOR'S CERTIFICATION**  
I, J. DANTZLER WITHERS, CERTIFY THAT THIS MAP WAS PREPARED FROM INFORMATION SHOWN IN THE REFERENCES NOTED HEREON AND HAS NOT BEEN FIELD SURVEYED BY ARK CONSULTING GROUP, PLLC AND IS EXEMPT FROM G.S. 47-30 AS SET FORTH IN SECTION (j) THEREOF.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE \_\_\_\_ DAY OF FEBRUARY, 2026.

SIGNED \_\_\_\_\_  
PROFESSIONAL LAND SURVEYOR NO. L-5508

**Farmstead Subdivision  
Notice of Annexation and Development Agreement  
Public Hearing  
Parcel Numbers 38386, 23479, 88048, 88050  
Letters Mailed on 2.23.26  
Signs Placed on-site on 2.23.26**

**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 23<sup>th</sup> day of, February 2026.

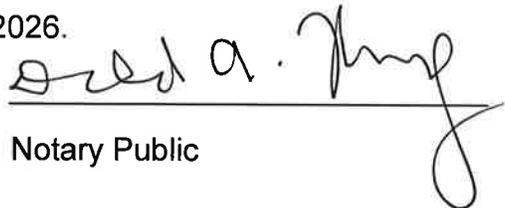
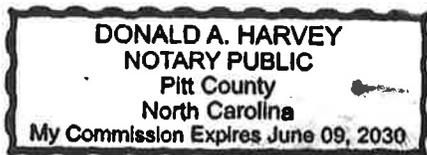


Director of Planning & Economic Development

**STATE OF NORTH CAROLINA  
PITT COUNTY**

I, Donald A. Harvey, a Notary Public, do hereby certify that Stephen Penn, Director of Planning and Economic Development, 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 23<sup>th</sup> day of, February 2026.



Notary Public

My Commission Expires June 9, 2030



# WINTERVILLE

*A slice of the good life!*

2571 Railroad Street  
PO Box 1459  
Winterville, NC 28590

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

**Town Council  
Annexation & Development Agreement  
Public Hearing  
Farmstead**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on **Monday March 9, 2026** at 6:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, for consideration of the following request:

- **"Farmstead" Annexation Petition:** The Town of Winterville has received an annexation petition for 96.219 acres along Reedy Branch Road, west of Davenport Farm Road; parcel numbers 38386, 23479, 88048, & 88050.
- **"Farmstead" Development Agreement:** The Town of Winterville is considering a development agreement for a single-family residential subdivision located west of Reedy Branch Road, at the Davenport Farm Road intersection- parcel numbers 38386, 23479, 88048, & 88050. A copy of the proposed Farmstead Development Agreement may be found at the Winterville Town Hall.

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](mailto:stephen.penn@wintervillenc.com) or the Winterville Planning Department at (252) 756-2221 or at [wintervillenc.com](http://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](http://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](http://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](mailto:don.harvey@wintervillenc.com). Please include your name and address.





Sutton Land Holdings LLC  
1101 South Blvd. Ste 106  
Charlotte, NC 28203

Pitt County  
1717 W Fifth St.  
Greenville, NC 27834

Pitt Community College  
PO Drawer 7007  
Greenville, NC 27835

Mauro & Mitchell Ibarra  
4029 Lucerne Ct Unit B  
WINTERVILLE, NC 28590

Eric and Renee Uhlenbrock  
504 A Red Banks Rd  
Greenville, NC 27858

Reedy Branch FWB Church  
4457 Reedy Branch Rd.  
WINTERVILLE, NC 28590

Stella Little Farm A Partnership  
217 King George Rd.  
Greenville, NC 27858

Little James Family LTP  
203 Davenport Farm Rd  
WINTERVILLE, NC 28590

Ralph & Darren Davenport  
547 Davenport Farm Rd  
WINTERVILLE, NC 28590

Harrold Picket & Thomas Rempel  
Remainder  
450 Davenport Farm Rd.  
Winterville, NC 28590

Charles & Michelle Nobles  
1411 Pocosin Rd  
WINTERVILLE, NC 28590

Judy Dail Bowen  
535 Davenport Farm Rd  
WINTERVILLE, NC 28590

Church of the Open Door Inc  
4584 Reedy Branch Rd.  
WINTERVILLE, NC 28590

**CERTIFICATE OF SUFFICIENCY**

**FARMSTEAD SUBDIVISION ANNEXATION  
PARCEL NUMBERS: 88050, 88048, 23479, AND 38386**

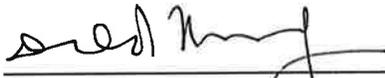
To the Town Council of the Town of Winterville, North Carolina:

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville this the 10<sup>th</sup> day of February 2026.

ATTEST:



  
\_\_\_\_\_  
Donald Harvey, Town Clerk

Town of Winterville  
Annexation Ordinance

Ordinance No: 26-O-031

Property Annexed: Farmstead Subdivision; Parcel # 88050, 88048, 23479, & 38389.

Ordinance Adopted: March 9, 2026

Effective Date: March 31, 2026

Mail to:

Town of Winterville- Planning Department  
2571 Railroad Street  
Winterville, NC 28590

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

**Farmstead Subdivision**

Parcel # 88050, 88048, 23479,& 38389.

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

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

**WHEREAS**, the Acting Town Clerk has certified the sufficiency of the petition and a public hearing on the question of annexation was held at the Winterville Town Hall at 6:00 pm on March 9, 2026 after providing mailed notice to adjoining property owners and those within 100 feet of the subject property on January 26, 2026; and due notice was given by publication within The Daily Reflector on February 25, 2026 and March 4, 2026; and

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

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

**Section 1.** By virtue of the authority granted by NCGS 160A-31, the following described territory is hereby annexed and made part of the Town of Winterville as of March 31, 2026:

LEGAL DESCRIPTION

FARMSTEAD SUBDIVISION

WINTERVILLE TOWNSHIP, PITT CO, NORTH CAROLINA

Beginning at a point on the western right of way of Reedy Branch Road (SR 1131), said corner being a common corner between subject and Pitt Community College and having NC Grid Coordinates of N 658077.98 E 2472367.34 NAD 83(2011) and being the POINT OF BEGINNING, thence with the right of way of Reedy Branch Road a curve to the left having a radius of 4,411.00' and a grid bearing and distance of S 24° 46' 40" W 161.11' to a point, thence leaving the right of way N 67° 06' 01" W 141.29' to a point, thence S 24° 40' 24" W 167.05' to a point in Reedy Branch Canal, thence with the canal N 79° 04' 036" W 98.30' to a point, thence leaving the canal S 11° 48' 28" W 329.75' to a point, thence N 85° 24' 21" E 119.58' to a point, thence S 08° 41' 16" W 503.43', thence S 07° 42' 48" W 60.00' to a point on the southern right of way of Davenport Farm Road (SR 128), thence with the right of way of Davenport Farm Road S 82° 17' 12" E 90.75' to the southwest intersection of rights of way of Davenport Farm Road and Reedy Branch Road, thence with the western right of way of Reedy Branch Road S 11° 17' 30"

W 584.19' to a point, thence leaving the right of way of Reedy Branch Road, S 76° 48' 20" W 2,174.18' to a point in the center of a canal, thence with the canal N 21° 00' 54" W 24.41' to a point, thence N 14° 13' 15" W 95.74' to a point, thence N 09° 25' 44" W 61.05' to a point thence N 21° 01' 31" W 62.77' to a point, thence N 02° 12' 08" E 168.59' to a point, thence N 09° 20' 31" E 210.74' to a point, thence leaving the canal S 78° 36' 02" E 193.82' to a point, thence N 73° 41' 58" E 79.80' to a point, thence N 12° 38' 02" E 44.71' to a point, thence N 88° 18' 58" E 200.00' to a point, thence N 01° 41' 02" W 200.00' to a point on the southern right of way of Davenport Farm Road, thence crossing the right of way of Davenport Farm Road N 04° 43' 27" W 61.18' to a point on the northern right of way of Davenport Farm Road, thence N 85° 16' 33" E 153.14' to a point, thence N 80° 40' 34" E 100.31' to a point, thence leaving the right of way N 04° 46' 15" W 409.91' to a point, thence S 19° 51' 04" W 239.89' to a point, thence S 85° 14' 39" W 199.85' to a point, thence N 81° 49' 51" W 191.45' to a point in Swift Creek Canal, thence with the canal N 30° 33' 02" E 65.90' to a point, thence N 25° 15' 58" E 117.34' to a point, thence N 29° 36' 20" E 104.23' to a point, thence N 22° 25' 48" E 104.14' to a point, thence N 16° 12' 50" E 202.93' to a point, thence N 11° 45' 37" E 527.80' to a point, thence N 15° 23' 48" E 94.22' to a point, thence N 20° 10' 32" E 101.75' to a point, thence N 31° 40' 58" E 164.09' to a point, thence leaving the canal S 67° 18' 50" E 1,074.92' to the point of beginning as shown on a composite annexation plat prepared by Ark Consulting Group, PLLC dated 02/09/2026 and containing 96.219 acres more or less.

**Section 2.** Upon and after March 31, 2026, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Winterville and shall be entitled to the same privileges and benefits as other parts of the Town of Winterville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10.

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

Adopted this the 9<sup>th</sup> day of March 2026.

**MAYOR:**

---

Richard E Hines, Mayor

**ATTEST:**

---

Donald Harvey, Town Clerk

North Carolina  
Pitt County

I hereby certify that the foregoing is a true and accurate copy of an ordinance duly adopted by the Town Council of the Town of Winterville, North Carolina, at a meeting held on March 9, 2026 at 6 o'clock pm at the Town Hall in the Town of Winterville.

IN WITNESS WHEREOF I have hereunto set my hand and have caused the official corporate seal of the Town of Winterville to be affixed, this 10<sup>th</sup> day of March 2026.

---

Donald Harvey, Town Clerk

North Carolina  
Pitt County

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

WITNESS my hand and notarial seal this 10<sup>th</sup> day of March 2026.

---

NOTARY PUBLIC

My Commission Expires: June 23,2029



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Public Hearings

**Meeting Date:** March 9, 2026

**Presenter:** Terri L. Parker, Town Manager

**Item to be Considered**

**Subject:** Farmstead Development Agreement.

**Action Requested:** Hold Public Hearing and Consider Development Agreement.

**Attachment:** Development Agreement, Metes and Bounds/Legal Description, and Certified Mailed Notice of Hearing.

**Prepared By:** Terri L. Parker, Town Manager

**Date:** 2/25/2026

**ABSTRACT ROUTING:**

TC: 3/2/2026

TM: 3/3/2026

Final: tlp - 3/3/2026

**Supporting Documentation**

Applicant: Sutton Land Holdings, LLC.

Location: East of Reedy Branch Road near the Davenport Farm Intersection.

Parcel Numbers: 38386, 23479, 88048, & 88050.

Site Data: 96.219 acres. Preliminary Plat shows 179 residential lots, a pool, and community areas.

Zoning: R-8 Conditional District and R-10 Conditional District.

Staff Analysis:

Staff recommends the approval of the Farmstead Development Agreement.

If approved, Effective Date will be March 31, 2026.

**Budgetary Impact:** TBD..

**Recommendation:** Staff recommends Council Approve the Farmstead Development Agreement.

DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
SUTTON LAND HOLDINGS, LLC  
AND  
THE TOWN OF WINTERVILLE, NORTH CAROLINA

Prepared by and Return to:  
Clinton H. Cogburn  
Ward & Smith, P.A.  
Post Office Box 2020  
Asheville, NC 28802-2020



WHEREAS, on or about December 13, 2021, Developer obtained rezoning approval for the Property from the Town from AR to R 10-CD and R-8 CD to allow for the development of a single-family subdivision at the Property (the "Rezoning");

WHEREAS, the Town has enacted a subdivision control ordinance, pursuant to N.C.G.S. §160D-801 which provides for the orderly control of growth and development in the Town in general and on the Property;

WHEREAS, Section 154.39 of the Town of Winterville Subdivision Ordinance (the "Subdivision Ordinance") states that "any Subdivision which has public sewer system lines available shall be required to extend the public sewer system throughout the subdivision to each lot located therein;"

WHEREAS, for subdivisions located within the Town's corporate limits, "available" sewer lines are existing sewer lines of adequate size and flow either crossing the subdivision property or immediately available from an adjacent public right-of-way or the Town indicates its commitment to extend such a sewer line to the property line of the subdivision at no cost to the subdivider;

WHEREAS, for subdivisions located outside of the Town's corporate limits (i.e., in the ETJ), "available" sewer lines are those that are of adequate size and flow within the distances shown on the applicable Table of the outside boundary line of the subdivision or the Town indicates its commitment to extend such a sewer line to within the distances shown on the Table below of the property line of the subdivision at no cost to the subdivider and there are no legal or topographic problems which prevent the subdivider from connection onto and extending the existing system to the subdivision;

WHEREAS, the applicable Table for determining availability of sewer lines is as follows:

| <b><u>Available Sewer System Lines</u></b>   |                 |
|--|-----------------|
| Sewer is available if the subdivision contains the<br>Number of lots listed in column one and public lines are<br>Within the distance shown in column two. |                 |
| <b>LOTS</b>  | <b>DISTANCE</b> |
| 2-10   | 200 feet        |
| 11-20  | 300 feet        |
| 21-50  | 600 feet        |
| 51-100   | 1000 feet       |
| 101+   | 1500 feet       |

WHEREAS, materially similar requirements for water infrastructure for subdivisions have been adopted by the Town in its UDO and applicable ordinances;

WHEREAS, the Property is not currently serviced by adequate Town potable water and sewer service and seeks to connect to existing infrastructure (water main and sewer main), which is available near the Property through the Greenville Utilities Commission ("GUC"), an agency of the City of Greenville organized and existing pursuant to the laws of the State of North Carolina;

WHEREAS, the Town acknowledges that such availability for potable water and sewer service is not presently available at the Property, as required by the UDO, and which is not presently planned to be extended so as to be available to the Property in the near future;

WHEREAS, on or about August 4, 2025, at its regularly scheduled meeting, the Town Council for the Town voted to approve the Property to connect to GUC for water and sewer services. A true and accurate copy of the minutes evidencing that approval is attached hereto as **Exhibit B**;

WHEREAS, on or about December 11, 2006, the City of Greenville, GUC, and the Town entered into an agreement (the "Greenville-Winterville Agreement"), establishing a mutual annexation and extraterritorial jurisdiction boundary line between the Town and the City of Greenville, as detailed in **Exhibit C**;

WHEREAS, the Greenville-Winterville Agreement also includes provisions concerning GUC, which allowed GUC to provide water and sewer services to the area delineated on the map attached to the Greenville-Winterville Agreement and permitted GUC to provide such services to the Town area delineated therein, subject to certain conditions, including voluntary annexation of the subject property into the Town;

WHEREAS, due to lack of availability of water and sewer services from the Town to the Property and the availability of those same services by GUC, the Town consents to the extension of such services, consistent with the Greenville-Winterville Agreement;

WHEREAS, Developer has coordinated such services with GUC and will obtain any necessary approvals (if any) from GUC to facilitate the extension of such services to the Property;

WHEREAS, the Town considers the Project favorable to the Town because of (1) the additional housing that will be provided by the Project and (2) the location of the proposed subdivision in an area of potential future growth for the Town;

WHEREAS, the Town considers the Developer's access to water and sewer from GUC to best promote the timely development of the Property;

WHEREAS, pursuant to N.C.G.S. §160D-1005, on March 9, 2026, the Town Council conducted a public hearing on this Agreement, closed the public hearing, approved this Agreement, and authorized the Town's execution of the same.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Developers agree as follows:

## **ARTICLE I DEFINITIONS**

1. The following terms shall, when used in this Agreement, shall have the meaning ascribed and detailed below:

a. Development: Generally defined as the planning for, or carrying out of, a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels. "Development," as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "Development" refers to the planning for or the act of developing or to the result of development. Specifically, in this Agreement, the term "Development" refers to the construction by the Developers of all building activities associated with the Concept Plans and Development Permits occurring on the Property during the Term of this Agreement.

b. Development Permit: A building permit, zoning permit, subdivision approval, special use permit, variance, or any other official action of the Town having the effect of permitting the development of property.

c. Land Development Regulations: Ordinances and regulations enacted by the Town for the regulation of any aspect of development and includes zoning, subdivision, or any other land development ordinances, including but not limited the Town of Winterville Unified Development Ordinance ("UDO").

d. Laws: All ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the development of property.

e. Person: An individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, State agency, or any legal entity.

f. Property: The real property described in Exhibit A that is the subject of this Agreement. Also referred to as the “Site.”

g. Project: The Developer plans to develop the Property in accordance with the Town's normal development process(es).

## **ARTICLE II DESCRIPTION OF DEVELOPMENT AGREEMENT**

1. Scope. The legal description of the property subject to this agreement and the names of its legal and equitable property owners are contained in Exhibit A. The obligations and rights contained in this Agreement apply only to Property.

2. Term. The term of this agreement shall commence on the Effective Date. The duration of the Agreement is twenty (20) years. The Parties are not precluded from entering into subsequent development agreements that may extend the original duration period. The duration of this Agreement shall relate to the time in which the Developer shall connect to the utilities provided by GUC and shall not otherwise limit Developer, its successors, and/or assigns from continuing to utilize GUC utilities once connected to the Property, which shall be governed by Section 5 of this Article.

3. Recordation/Binding Effect. Within fourteen (14) days after this Agreement is duly executed by the Parties, Developer shall record this Agreement with the Register of Deeds for Pitt County.

4. Amendments. Pursuant to the Act and any applicable requirements for notice and public hearing, this Agreement may be modified, amended, or terminated by mutual consent of the Parties, but in all events, any amendment, modification, and/or mutual termination shall be in writing, executed by all Parties, and duly recorded in the Registry. Further, the Town and Developer agree to negotiate in good faith as to any proposed amendments, but the Parties shall not be obligated to agree to any proposed amendment, subject, in all events, however, to the terms and provisions of the Act.

5. GUC Water and Sewer. Consistent with the Greenville-Winterville Agreement and due to lack of availability of water and sewer services from the Town at the Property and the

availability of those same services by GUC, the Town consents to the extension of such services, consistent with the Greenville-Winterville Agreement. Developer has coordinated such services with GUC and will obtain any necessary approvals (if any) from GUC to facilitate the extension of such services to the Property. The Town expressly approves, acknowledges, and permits that GUC provide such services to the Property, including any extension of necessary infrastructure to facilitate said services. Developer has provided GUC with a permanent utility easement and temporary construction easements to facilitate these services and the development of the requisite infrastructure. A true and accurate copy of that grant of easements is attached hereto as **Exhibit D**. The Town shall not restrict, limit, or otherwise impair any such improvements and/or extension, so long as those comply (if required) with local, state, and federal laws. This Agreement does not waive or otherwise impair the Town's rights, responsibilities, and remedies pursuant to the Greenville-Winterville Agreement for any other properties subject to it and this approval shall apply only to the Property, as detailed herein. It also shall not impair the Developer or any successors-in-interest to the Property from connecting to any such Town services in the future, if and when they become available. If such Town water and sewer services become available to the Property in the future, the Town is prohibited from compelling the connection to such services and the Property shall continue to be serviced by GUC in perpetuity unless and until the Developer (or any successor-in-interest) shall elect to connect to those Town services (in coordination with the Town and GUC). This prohibition shall include the withholding and/or delay of any municipal permits, development permits, and/or approvals by the Town concerning the Property if intended to unlawfully compel Developer (or any successor-in-in-interest) to connect to Town water and sewer services.

6. Cooperation with GUC. The Town shall cooperate with GUC and Developer to facilitate this Agreement, including, but not limited to, the extension of water and sewer services by GUC to the Property. The Town shall not reasonably withhold any necessary approvals, amendments, agreements, or cooperation to effectuate this Agreement.

7. Annexation. Pursuant to N.C.G.S. § 160A-31(a), the governing board of any municipality may annex by ordinance any area contiguous to its boundaries upon presentation to the governing board of a petition signed by the owners of all real property located within such area. Subject to all requirements of the Town pursuant to N.C.G.S. § 160A-31, et seq., Developer submits the Property for annexation into the corporate limits of the Town of Winterville. The

Property is contiguous to the current corporate limits of the Town and meets the statutory and UDO requirements for annexation. The Annexation Petition for the Property is attached hereto as **Exhibit E**.

8. **Fee-In-Lieu for Future Water and Sewer Infrastructure Expansion**. Consistent with N.C.G.S. § 160D and given the need for future water and sewer infrastructure in the surrounding area around the Property, Developer shall agree to pay to the Town a fee-in-lieu of \$20,000.00, which the Town shall assign and use for the future development of water and sewer services in the immediate area surrounding the Property. This fee-in-lieu shall be delivered to the Town in accordance with the following schedule:

a. Within fourteen (14) days of the approval by the Town of full construction plans for the subdivision, including, but not limited to site plan, utilities and infrastructure plan (if applicable), grading plan, and drainage plan, Developer or any successor-in-interest to the Developer shall pay to the Town \$5,000.00; and

b. Within fourteen (14) days of the issuance of the first building permit for the Project, Developer or any successor-in-interest to the Developer shall pay the remainder of the fee-in-lieu, totaling \$15,000.00.

c. To the extent any payment is not paid by Developer or any successor-in-interest prior to or on the applicable due date, the Town shall notify Developer of its default and provide developer fourteen (14) days within which to cure any such default.

9. **Project Development Decisions**. The Town and Developer acknowledge that the most efficient and economic development of the Project depends upon numerous factors such as market conditions and demand, interest rates, competition, and similar dynamics, and that generally it will be most economically beneficial to Town, Developer, and ultimate purchasers of interests in the Property and/or Project to have the rate of development of the Project determined by Developer. Accordingly, the timing, sequencing, and phasing of the development of the Project shall be solely the responsibility of Developer and shall be compliant with this Agreement and the timelines and any approval procedures provided in the Ordinance including the Town of Winterville UDO at the time of this Agreement; and, except as expressly set forth herein, Town shall not impose by ordinance, resolution, initiative, administrative act or decision, or otherwise, any restrictions or directives on such timing, sequencing, or phasing of development within the Project. In particular, and without limitation, Town acknowledges that it will not withhold, or

delay approval of any permit required by the Project that complies with the Town's Regulations, as revised hereunder specifically pursuant to and limited to this Agreement for the Parties hereto and is consistent with the terms and conditions of this Agreement.

10. Permitted Uses. The Project may be used consistent with the uses and subject to the restrictions and other development obligations of the Rezoning and the applicable ordinances, subject to the terms and conditions of this Agreement.

11. Required Permits. To the extent needed to develop the Project, Developer shall secure all construction drawing approval(s), erosion and sedimentation control approval(s), grading approval, and building permits as necessary under the land development regulations in existence of the time of such permit application. Town shall aid Developer in securing all encroachment permits as required by the NCDOT, the North Carolina Department of Environmental Quality, or other state and/or federal agencies, as required. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing their permitting requirements, conditions, terms, and/or restrictions. Nothing herein shall modify the ordinary course of development approvals in place for the Town, including but not limited to the Town's approval of civil construction drawings submitted by the Developer.

### **ARTICLE III GENERAL TERMS**

1. Contingent on Town Approvals. All of Developer's obligations under this Agreement, including but not limited to the obligations under Article II of this Agreement, are contingent upon the Town's approval of the provisions contained herein, including the Annexation Petition and the development approvals expressly detailed herein.

2. Mayor Authority. The Mayor is authorized to make decisions on approvals, including changes to this Agreement to complete the scope of work required, within his or her authority granted by the Town Council, except as otherwise stated herein or required by Town ordinance.

3. Application of Laws. This Agreement does not provide for the application of subsequently enacted laws, ordinances, development policies, practices, procedures or standards. The laws, ordinances, development policies, practices, procedures and standards applicable to the development of the Project are those in force at the time of the execution of this Agreement.

4. Historic Structures. The Town and Developers agree that historic structures are not affected by the Project.

5. Time is of the Essence. Time is of the essence as to all matters set forth in this Agreement and all provisions herein relating to time of performance shall be strictly construed.

6. Governing Law and Venue. This Agreement shall be governed by the laws of the State of North Carolina. All disputes of any nature that seek a legal or equitable remedy shall be instituted in the Superior Court of Pitt County, North Carolina, and the Parties hereto agree to submit to the personal jurisdiction of said Court without application of any conflicts of laws provision to the contrary.

7. Town's Legislative Obligations. The Town acknowledges that N.C.G.S. 160D-1001 (the "Act") authorizes this Agreement to bind the Town as well as its current and future officials, officers, and employees. The Parties agree that this Agreement is mutually beneficial in that it provides for orderly development and growth as well as the consistent application of the Town's Unified Development Ordinance. The Parties acknowledge that these mutual benefits are sufficient to constitute good and valuable consideration in support of this contractual agreement. The Parties acknowledge and agree that this Agreement is being entered into in accordance with the authority granted in the Act, and the Parties intend to comply fully with the terms and requirements of the Act. Every obligation assumed herein by Developer and the Town is subject to the limitation "to the extent that it may legally do so under North Carolina law." Except as expressly set forth herein, this Agreement shall not be construed to limit the obligation of the Town to hold legally required public hearings, or to limit the legislative responsibility of Town officials.

7. Private Undertaking. The Town and Developer agree that the Project is a private development and that Town has no interest in the Project except as set forth in this Agreement or otherwise in the exercise of its governmental functions.

8. Integration. This Agreement and its Exhibits contain the entire agreement between the Parties concerning the transactions contemplated by this Agreement and supersede all previous understandings and agreements between the Parties concerning these transactions. Each Party acknowledges that, in executing this Agreement, it has not relied on any representation, warranty, collateral contract, or other assurance (except those set out in this Agreement and its Exhibits) made by or on behalf of any other Party or any other person whatsoever before the Effective Date.

9. Cooperation. In the event of any legal action or proceeding instituted by a person or entity that is not a party to this Agreement challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending against such action or proceeding; provided, however, each Party shall be responsible for its own legal expenses and costs and shall retain the right to retain its own counsel. No Party shall settle any such action or proceeding without the prior, written consent of the other Parties hereto.

Further, the Parties shall consult and cooperate fully at such time and to the extent reasonably requested by any Party in connection with all matters subject to this Agreement. Such cooperation shall include, without limitation:

a. The expeditious and timely review of submitted plans and permits which may be required by Town;

b. The execution of any document that may be reasonably necessary or helpful in connection with this Agreement, including, but not limited to, any documents required by GUC and;

c. The procurement of any documentation from a governmental authority or a third-party that may be necessary or helpful in connection with the foregoing, including, but not limited to, any documents required by GUC.

10. Notices. Any notice, demand, request, consent, approval, or communication which a signatory Party is required to or may give to another signatory Party hereunder shall be in writing and shall be delivered or addressed to the other at the addresses below set forth or to such other addresses as the Parties may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to have been given or made when communicated by personal delivery, by independent courier service, or upon signed receipt after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to:

|                             |   |
|-----------------------------|---|
| <u>Town of Winterville:</u> | Town of Winterville<br>c/o Terri L. Parker, Town Manager<br>2571 Railroad Street<br>Winterville, NC 28590 |
|-----------------------------|---|

With a contemporaneous copy to the Town's counsel, which shall not constitute notice, to:

E. Keen Lassiter  
Town Attorney  
Post Office Box 2636  
Winterville, NC 28590

All notices, demands, requests, consents, approvals or communications to the Developer shall be addressed to:

Developer: Sutton Land Holdings, LLC  
c/o Kent Brizendine  
Vice President, Land Development  
1101 South Boulevard, Suite 106, Charlotte, NC 28203

With a copy to the Developer's counsel, which shall not constitute notice, to:

Clinton H. Cogburn  
Ward and Smith, P.A.  
Post Office Box 2020  
Asheville, NC 28802-2020

11. Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

12. Agreement Runs with the Land and Assignment. This Agreement shall be recorded in the Registry, and the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in title to the Property. Further, this Agreement, together with all rights hereunder, is fully assignable by Developers. Any assignee of Developers shall be responsible for compliance with this Agreement. However, no assignment as to a portion of the Property will relieve Developers of responsibility with respect to the remaining portion of the Property owned by Developers without the written consent of the Town. In the event that Developers sell the Property in its entirety and assign their rights and responsibilities to a subsequent landowner, then Developers shall be relieved of all of their covenants, commitments, and obligations hereunder. Developers shall notify the Town within fourteen (14) days of any assignment.

13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same

instrument. The Parties each acknowledge receipt of one such original. Any such original shall be admissible in any proceeding, legal or otherwise, without the production of any other such original.

14. Interpretation. Any reference to a section, provision, or chapter of the North Carolina General Statutes includes that section, provision, or chapter as amended, modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way a material impairment of the rights or obligations of Developer or the Town under this Agreement or any other instrument or document entered into in connection herewith. Unless the context indicates otherwise, words implying the singular number include the plural number, and vice versa. The terms "hereof," "hereby," "herein," "hereto," "hereunder," "hereinafter" and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before the date of this Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to paragraphs, sections, articles, or exhibits, unless otherwise indicated, are to sections and articles of, or exhibits, to this Agreement.

15. Headings. The paragraph headings used in this Agreement are for convenience of reference only and shall not be considered terms of this Agreement.

16. Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions. If any state or federal laws or regulations that are enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions of the Agreement, the Parties shall modify in writing, according to the provisions set forth herein for amendments, the provisions of the Agreement as necessary to comply with the state or federal laws or regulations.

17. Authority. Each Party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the person signing this Agreement has the authority to bind the respective Party.

[SIGNATURES ON FOLLOWING PAGES]

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**TOWN OF WINTERVILLE**

*(Town Seal)*

BY: \_\_\_\_\_  
Richard E. Hines, Mayor

*ATTEST:*

\_\_\_\_\_  
Donald Harvey, Town Clerk

This document is sufficient as to form.

\_\_\_\_\_  
Keen Lassiter, Town Attorney

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

\_\_\_\_\_  
Jessica M. Manning, Budget Officer

**NORTH CAROLINA  
PITT COUNTY**

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that she is the Town Clerk of the Town of Winterville, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Town, and that said writing was signed and sealed by her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the \_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**THE DEVELOPER**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_  
\_\_\_\_\_ COUNTY

I certify that the following person(\_\_\_\_\_) personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_.

Date: \_\_\_\_\_, \_\_\_\_\_, Notary Public

*[Affix Notary Stamp or Seal]*

My Commission Expires: \_\_\_\_\_

**Exhibit A**

| <b>Parcel Number</b> | <b>NC PIN</b> | <b>Acres</b> | <b>OWNER</b>              | <b>Address</b>      |
|----------------------|---------------|--------------|---------------------------|---------------------|
| 88048                | 4675170272    | 20.3         | Sutton Land Holdings, LLC | 0 Davenport Road    |
| 88050                | 4675069409    | 34.07        | Sutton Land Holdings, LLC | 0 Davenport Road    |
| 23479                | 4675171750    | 17.09        | Sutton Land Holdings, LLC | 0 Reedy Branch Road |
| 38386                | 4675180199    | 23.07        | Sutton Land Holdings, LLC | 0 Reedy Branch Road |

**EXHIBIT B**

AUGUST 4, 2025 TOWN OF WINTERVILLE TOWN COUNCIL MINUTES

**EXHIBIT C**

DECEMBER 11, 2006 GREENVILLE-WINTERVILLE AGREEMENT

**EXHIBIT D**

COPY OF GRANT OF EASEMENTS TO GUC

**EXHIBIT E**

ANNEXATION PETITION FOR PROPERTY

ND:4913-4444-5835, v. 2

## LEGAL DESCRIPTION

### FARMSTEAD SUBDIVISION

#### WINTERVILLE TOWNSHIP, PITT CO, NORTH CAROLINA

Beginning at a point on the western right of way of Reedy Branch Road (SR 1131), said corner being a common corner between subject and Pitt Community College and having NC Grid Coordinates of N 658077.98 E 2472367.34 NAD 83(2011) and being the POINT OF BEGINNING, thence with the right of way of Reedy Branch Road a curve to the left having a radius of 4,411.00' and a grid bearing and distance of S 24° 46' 40" W 161.11' to a point, thence leaving the right of way N 67° 06' 01" W 141.29' to a point, thence S 24° 40' 24" W 167.05' to a point in Reedy Branch Canal, thence with the canal N 79° 04' 036" W 98.30' to a point, thence leaving the canal S 11° 48' 28" W 329.75' to a point, thence N 85° 24' 21" E 119.58' to a point, thence S 08° 41' 16" W 503.43', thence S 07° 42' 48" W 60.00' to a point on the southern right of way of Davenport Farm Road (SR 128), thence with the right of way of Davenport Farm Road S 82° 17' 12" E 90.75' to the southwest intersection of rights of way of Davenport Farm Road and Reedy Branch Road, thence with the western right of way of Reedy Branch Road S 11° 17' 30" W 584.19' to a point, thence leaving the right of way of Reedy Branch Road, S 76° 48' 20" W 2,174.18' to a point in the center of a canal, thence with the canal N 21° 00' 54" W 24.41' to a point, thence N 14° 13' 15" W 95.74' to a point, thence N 09° 25' 44" W 61.05' to a point thence N 21° 01' 31" W 62.77' to a point, thence N 02° 12' 08" E 168.59' to a point, thence N 09° 20' 31" E 210.74' to a point, thence leaving the canal S 78° 36' 02" E 193.82' to a point, thence N 73° 41' 58" E 79.80' to a point, thence N 12° 38' 02" E 44.71' to a point, thence N 88° 18' 58" E 200.00' to a point, thence N 01° 41' 02" W 200.00' to a point on the southern right of way of Davenport Farm Road, thence crossing the right of way of Davenport Farm Road N 04° 43' 27" W 61.18' to a point on the northern right of way of Davenport Farm Road, thence N 85° 16' 33" E 153.14' to a point, thence N 80° 40' 34" E 100.31' to a point, thence leaving the right of way N 04° 46' 15" W 409.91' to a point, thence S 19° 51' 04" W 239.89' to a point, thence S 85° 14' 39" W 199.85' to a point, thence N 81° 49' 51" W 191.45' to a point in Swift Creek Canal, thence with the canal N 30° 33' 02" E 65.90' to a point, thence N 25° 15' 58" E 117.34' to a point, thence N 29° 36' 20" E 104.23' to a point, thence N 22° 25' 48" E 104.14' to a point, thence N 16° 12' 50" E 202.93' to a point, thence N 11° 45' 37" E 527.80' to a point, thence N 15° 23' 48" E 94.22' to a point, thence N 20° 10' 32" E 101.75' to a point, thence N 31° 40' 58" E 164.09' to a point, thence leaving the canal S 67° 18' 50" E 1,074.92' to the point of beginning as shown on a composite annexation plat prepared by Ark Consulting Group, PLLC dated 02/09/2026 and containing 96.219 acres more or less.

**Farmstead Subdivision  
Notice of Annexation and Development Agreement  
Public Hearing  
Parcel Numbers 38386, 23479, 88048, 88050  
Letters Mailed on 2.23.26  
Signs Placed on-site on 2.23.26**

**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 23<sup>th</sup> day of, February 2026.

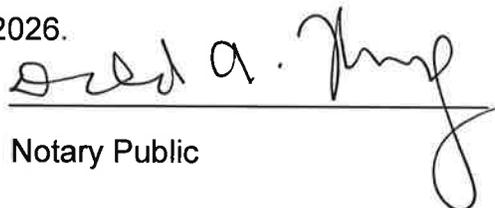
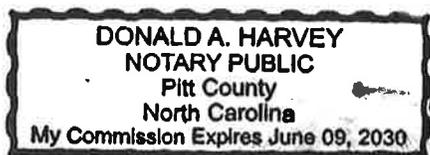


Director of Planning & Economic Development

**STATE OF NORTH CAROLINA  
PITT COUNTY**

I, Donald A. Harvey, a Notary Public, do hereby certify that Stephen Penn, Director of Planning and Economic Development, 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 23<sup>th</sup> day of, February 2026.



Notary Public

My Commission Expires June 9, 2030



# WINTERVILLE

*A slice of the good life!*

2571 Railroad Street  
PO Box 1459  
Winterville, NC 28590

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

**Town Council  
Annexation & Development Agreement  
Public Hearing  
Farmstead**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on **Monday March 9, 2026** at 6:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, for consideration of the following request:

- **"Farmstead" Annexation Petition:** The Town of Winterville has received an annexation petition for 96.219 acres along Reedy Branch Road, west of Davenport Farm Road; parcel numbers 38386, 23479, 88048, & 88050.
- **"Farmstead" Development Agreement:** The Town of Winterville is considering a development agreement for a single-family residential subdivision located west of Reedy Branch Road, at the Davenport Farm Road intersection- parcel numbers 38386, 23479, 88048, & 88050. A copy of the proposed Farmstead Development Agreement may be found at the Winterville Town Hall.

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](mailto:stephen.penn@wintervillenc.com) or the Winterville Planning Department at (252) 756-2221 or at [wintervillenc.com](http://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](http://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](http://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](mailto:don.harvey@wintervillenc.com). Please include your name and address.





Sutton Land Holdings LLC  
1101 South Blvd. Ste 106  
Charlotte, NC 28203

Pitt County  
1717 W Fifth St.  
Greenville, NC 27834

Pitt Community College  
PO Drawer 7007  
Greenville, NC 27835

Mauro & Mitchell Ibarra  
4029 Lucerne Ct Unit B  
WINTERVILLE, NC 28590

Eric and Renee Uhlenbrock  
504 A Red Banks Rd  
Greenville, NC 27858

Reedy Branch FWB Church  
4457 Reedy Branch Rd.  
WINTERVILLE, NC 28590

Stella Little Farm A Partnership  
217 King George Rd.  
Greenville, NC 27858

Little James Family LTP  
203 Davenport Farm Rd  
WINTERVILLE, NC 28590

Ralph & Darren Davenport  
547 Davenport Farm Rd  
WINTERVILLE, NC 28590

Harrold Picket & Thomas Rempel  
Remainder  
450 Davenport Farm Rd.  
Winterville, NC 28590

Charles & Michelle Nobles  
1411 Pocosin Rd  
WINTERVILLE, NC 28590

Judy Dail Bowen  
535 Davenport Farm Rd  
WINTERVILLE, NC 28590

Church of the Open Door Inc  
4584 Reedy Branch Rd.  
WINTERVILLE, NC 28590



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Public Hearings

**Meeting Date:** March 9, 2026

**Presenter:** Stephen Penn, Planning and Economic Development Director

**Item to be Considered**

**Subject:** Southbrook Phase 3 Rezoning.

**Action Requested:** Hold Public Hearing and Consider Rezoning Proposal.

**Attachment:** Rezoning Application; Metes and Bounds; Rezoning Map (Conceptual Map & Map Showing Phase 3); Planned Unit Development Document; Staff Report; P&Z Consistency and Reasonableness Statement; Consistency and Reasonableness Template for Council; & Draft Rezoning Ordinance.

**Prepared By:** Stephen Penn, Planning and Economic Development Director

**Date:** 2/25/2026

**ABSTRACT ROUTING:**

TC: 3/2/2026

TM: 3/3/2026

Final: tlp - 3/3/2026

**Supporting Documentation**

**Applicant:** SouthbrookNC, LLC (Scott Moore).

**Location:** Off of Church Street Ext, & Laurie Ellis Road.

**Parcel Numbers:** 92860 & 928601.

**Site Data:** 8.536 Acres in Phase 3. (Southbrook Contains 245.43 acre in total).

**Zoning:** R-6 Conditional District (CD) & M-R Conditional District (CD) PUD (Planned Unit Development).

**Proposal:**

\* The rezoning request proposes to rezone Southbrook Phase 3 from R-6 Conditional District Planned Unit Development (R-6 CD PUD) to Multi-Residential Conditional District Planned Unit Development (M-R CD PUD). The standards and requirements for both districts are outlined in the Southbrook PUD Ordinance (23-O-011).

\* The request will eliminate the need for a stream crossing by relocating the single-family attached units (townhomes) to an interior location within the site. This adjustment ensures that all single-family attached homes are located entirely within the interior of the Southbrook community.

\* The proposal does not increase density or change the overall number of dwelling units within development.

**Staff Recommendation:**

- The proposal to rezone Southbrook Phase 3 (8.536 acres) is consistent with the Comprehensive Land Use Plan and surrounding developments. The rezoning will allow the developer to relocate single-family attached units (townhomes) toward the interior of the site and away from Church Street Extension. This change will also eliminate the need for an additional stream and riparian buffer crossing.
- Staff recommends approval of the rezoning as it reduces environmental impacts and aligns with the goals and recommendations of the Comprehensive Land Use Plan.

P&Z unanimously recommended approval at their January meeting.

**Budgetary Impact:** NA.

**Recommendation:** Staff Recommends Council approve Southbrook Phase 3 Rezoning.



**REZONING APPLICATION**  
**TOWN OF WINTERVILLE**  
2571 Railroad Steet  
P O Box 1459  
Winterville, NC 28590  
Phone: (252) 756-2221

**Staff Use Only**  
Appl. # \_\_\_\_\_

**OWNERSHIP INFORMATION:**

Applicant: SouthbrookNC, LLC

Address: 4350 Lassiter@ North Hills Ave., Suite 256, Raleigh, NC 27609-5792

Phone #: (704) 995-2507

Owner: Chapel Hill Foundation

Address: 300 South Building, CN 1000, Chapel Hill, NC 27599

Phone #: (919) 962-2336

**PROPERTY INFORMATION**

Parcel #: 11636, 15006, 11638, 82096, 82094 Area (square feet or acres): +/-245.43

Current Land Use: Vacant

Location of Property: Off of Church Street and Laurie Ellis Road

**ZONING REQUEST**

Existing Zoning: PUD (Ordinance 23-0-011) Requested Zoning: PUD

Reason for zoning change: We are revising the Southbrook PUD Conceptual Plan by 1. Eliminating a stream crossing and 2. Relocating a section of single-family attached homes away from Church Street Extension. This revision ensures that all single-family attached homes will be located completely internal to the Southbrook Community.

**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.

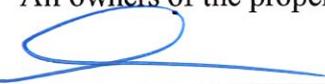
**OWNER/AGENT STATEMENT**

I, Scott Moore, 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.

  
Signature

9/26/24  
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, Scott Moore, being the Owner of the property described herein, do hereby authorize Kevin Varvell, Stocks Feug. as agent for the purpose of this application.

  
Signature

9/26/24  
Date

Sworn to and subscribed before me, this 26 day of September, 2024.

J. KEVIN VARNELL  
Notary Public  
North Carolina  
Edgecombe County

  
Notary Public

My Commission Expires:  
3/18/28

**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: \_\_\_\_\_  
\_\_\_\_\_

| OwnerName   | OwnerAddress1             | OwnerAddress2       | OwnerAddress3 | CityStateZip           |
|---|---------------------------|---------------------|---------------|------------------------|
| CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS INC       | 300 SOUTH BUILDING CN1000 |                     |               | CHAPEL HILL NC 27599   |
| CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS INC       | 300 SOUTH BUILDING CN1000 |                     |               | CHAPEL HILL NC 27599   |
| CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS INC       | 300 SOUTH BUILDING CN1000 |                     |               | CHAPEL HILL NC 27599   |
| CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS INC       | 300 SOUTH BUILDING CN1000 |                     |               | CHAPEL HILL NC 27599   |
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| CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS INC       | 300 SOUTH BUILDING CN1000 |                     |               | CHAPEL HILL NC 27599   |
| ADAMS ANITRA  | SMITH DOMANICK            | 370 HOLLY GROVE DR  |               | WINTERTVILLE NC 28590  |
| WATERWALL BRIAN                                       | 3001 FOX GLOVE DR         |                     |               | WINTERTVILLE NC 28590  |
| LUNDIN DEBORAH L                                      | LUNDIN MATTHEW T          | 2919 OAKWOOD DR     |               | WINTERTVILLE NC 28590  |
| GRABOSKI SCOTT A                                      | GRABOSKI MYRA B           | 404 HOLLY GROVE DR  |               | WINTERTVILLE NC 28590  |
| WLH DEVELOPMENT LLC                                   | 237 CHURCHILL DR          |                     |               | GREENVILLE NC 27858    |
| KENNETH SMITH PROPERTIES INC                          | 1588 NC 102 E             |                     |               | AYDEN NC 28513         |
| EDWARDS ROBERT L                                      | 417 AVALON RD             |                     |               | WINSTON SALEM NC 27104 |
| ROSILLO NATHAN  | ROSILLO CAITLIN           | 2865 OAKWOOD DR     |               | WINTERTVILLE NC 28590  |
| CARR TARRUS J   | CARR TOMIKA M             | 3004 CASSENA DR     |               | WINTERTVILLE NC 28590  |
| WHITE CHARLES VERNON                                  | 3024 CHURCH STREET EX     |                     |               | WINTERTVILLE NC 28590  |
| ARTIS YVONNE LEWIS                                    | 2861 OAKWOOD DR           |                     |               | WINTERTVILLE NC 28590  |
| SWINDELL HUEY   | SWINDELL JOANN            | 2899 OAKWOOD DR     |               | WINTERTVILLE NC 28590  |
| HEATH THOMAS R  | HEATH KAYLA L             | 400 HOLLY GROVE DR  |               | WINTERTVILLE NC 28590  |
| ABULEBDEH HANE  | 619 N. BERKELEY BLVD      |                     |               | GOLDSBORO NC 27534     |
| ROACH JAMES J   | ROACH TERESA M            | 2851 OAKWOOD DR     |               | WINTERTVILLE NC 28590  |
| DAVIS RILEY W   | DAVIS KAYLA R             | 3100 STREAMSIDE LN  |               | WINTERTVILLE NC 28590  |
| ALI MUJHTAR   | ALBANNA ETIDAL            | 2927 OAKWOOD DR     |               | WINTERTVILLE NC 28590  |
| NICHOLS EUGENE JOHN JR                                | NICHOLS MARY              | 2971 CALLA LILLY LN |               | WINTERTVILLE NC 28590  |
| BROOKFIELD HOMEOWNERS ASSOCIATION OF WINTERTVILLE INC | 2625 CHARLES BLVD         |                     |               | GREENVILLE NC 27834    |
| KYLE BRANDON NICHOLAS                                 | KYLE MELANIE MARIE        | 2887 OAKWOOD DR     |               | WINTERTVILLE NC 28590  |
| TAGGART CHRISTOPHER R                                 | TAGGART OLIVIA L          | 336 HOLLY GROVE DR  |               | WINTERTVILLE NC 28590  |
| GUISADO JASMINE                                       | 2831 OAKWOOD DR           |                     |               | WINTERTVILLE NC 28590  |
| JAHRSDOFER CORTNEY                                    | 2915 OAKWOOD DR           |                     |               | WINTERTVILLE NC 28590  |

|   |                                   |                        |                       |
|---|-----------------------------------|------------------------|-----------------------|
| WICKS LAUREN A                                  | PATE JOSHUA L                     | 376 HOLLY GROVE DR     | WINTERVILLE NC 28590  |
| DANIELS SHANNON                                 | TYRE PAULA L                      | 2807 OAKWOOD DR        | WINTERVILLE NC 28590  |
| WILSON KENNETH W                                | WILSON JULIE D                    | 3106 STREAMSIDE LN     | WINTERVILLE NC 28590  |
| MOSS JAMI L                                     | BEST JAMES L                      | 3124 STREAMSIDE LN     | WINTERVILLE NC 28590  |
| MELLON DOWNS HOMEOWNERS ASSOCIATION INC         | 1302 E FIRETOWER RD               |                        | GREENVILLE NC 27858   |
| MCDONALD ERICA                                  | MCDONALD TIMOTHY                  | 2909 VERBENA WY        | WINTERVILLE NC 28590  |
| BRYAN NATHANIEL D                               | 2905 VERBENA WY                   |                        | WINTERVILLE NC 28590  |
| HOLLY GROVE HOMEOWNERS ASSOCIATION INC          | 106 REGENCY BLVD                  |                        | GREENVILLE NC 27834   |
| GORBACHOVA YULIYA                               | MANESS DOYLE A                    | 3112 STREAMSIDE LN     | WINTERVILLE NC 28590  |
| GINN RICHARD A                                  | HADDOCK MARLA L                   | 2839 OAKWOOD DR        | WINTERVILLE NC 28590  |
| LEAHY IRENE ROMA                                | 416 HOLLY GROVE DR                |                        | WINTERVILLE NC 28590  |
| WINTERVILLE TOWN OF                             | PO BOX 1459                       |                        | WINTERVILLE NC 28590  |
| CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS INC | 300 SOUTH BUILDING CN1000         |                        | WINTERVILLE NC 28590  |
| MATURO MARK                                     | TOMAINO MARGARET                  | 2813 OAKWOOD DR        | CHapel HILL NC 27599  |
| ANNIE ALLEN MAE E LIFE STATE                    | ALLEN JEFFERY HUDSON REMAIND ETAL |                        | WINTERVILLE NC 28590  |
| CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS INC | 300 SOUTH BUILDING CN1000         |                        | WINTERVILLE NC 28590  |
| NOBLES QUENICIA                                 | 2909 OAKWOOD DR                   |                        | CHapel HILL NC 27599  |
| ELLIS LAURIE HOWARD JR TRUSTEE                  | LAURIE HOWARD ELLIS JR TRUST      | 1036 MADISON AVE       | SAN DIEGO CA 92116    |
| FLEMINGS ORVILLE CHRISTOPHER                    | FLEMINGS GLENDA JOY               | 420 HOLLY GROVE DR     | WINTERVILLE NC 28590  |
| RICKS MONICA R                                  | 2827 OAKWOOD DR                   |                        | WINTERVILLE NC 28590  |
| ATIYHA PROPERTIES LLC                           | 1101 EVANS ST                     |                        | GREENVILLE NC 27858   |
| TRIPP LEWIS O                                   | TRIPP JOE S                       | 4809 BOAT LANDING DRI' | ST AUGUSTINE FL 32092 |
| JONES STEVEN DOUGLAS                            | JONES DONNA STAPLER               | 532 NORBERRY DR        | WINTERVILLE NC 28590  |
| VERDIN SONJAN                                   | VERDIN MARK C                     | 318 HOLLY GROVE DR     | WINTERVILLE NC 28590  |
| CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS INC | 300 SOUTH BUILDING CN1000         |                        | CHapel HILL NC 27599  |
| SOPRANO DAVID J                                 | SOPRANO MARLENE                   | 505 NORBERRY DR        | WINTERVILLE NC 28590  |
| WINTERVILLE TOWN OF                             | PO BOX 1459                       |                        | WINTERVILLE NC 28590  |
| GLINIAK ANDREW JOSPEH                           | GLINIAK RACHEAL RENEE             | 2968 CALLA LILLY LN    | WINTERVILLE NC 28590  |
| BRUMSEY JAVON LLEWELLYN                         | BRUMSEY DARNESHA SHAVONNE K       | 2873 OAKWOOD DR        | WINTERVILLE NC 28590  |
| GARRIS RANDY LEE                                | GARRIS BRENDA BOWEN               | 2931 OAKWOOD DR        | WINTERVILLE NC 28590  |
| WELLS JOSEPH A                                  | WELLS KAITLYN G                   | 324 HOLLY GROVE DR     | WINTERVILLE NC 28590  |
| HUNSUCKER WAYLAND A                             | BRIDGERS SUE ELLEN TRUSTEE BRI    | PO BOX 1896            | WINTERVILLE NC 28590  |
| NGUYEN JANET REMAINDER                          | BROCK ROBERT D LIFE ESTATE        | ETAL                   | WINTERVILLE NC 28590  |
| BAKER MARTY E                                   | BAKER HEATHER D                   | 364 HOLLY GROVE DR     | WINTERVILLE NC 28590  |
| PAWLAK ROMAN                                    | KANG JIN S                        | 3105 STEAMSIDE LN      | WINTERVILLE NC 28590  |
| TYNCH ALLEN WAYNE JR                            | 330 HOLLY GROVE DR                |                        | WINTERVILLE NC 28590  |
| RUCKER LORRAINE R                               | 4433 NORRIS STORE RD              |                        | AYDEN NC 28513        |
| MORRIS HAYDEN                                   | MORRIS TERESA                     | 2904 VERBENA WY        | WINTERVILLE NC 28590  |
| CLIFTON RUSSELL W                               | CLIFTON RANDI L                   | 2969 CALLA LILLY LN    | WINTERVILLE NC 28590  |
| AFTOAZ LLC                                      | 331 WEST MEATH DR                 |                        | WINTERVILLE NC 28590  |
| ALTHOFF GARY                                    | ALTHOFF LINDA                     | 509 NORBERRY DR        | WINTERVILLE NC 28590  |
| RICHARDS KEITH ANDREW                           | RICHARDS NICHOLE NEAL             | 2943 OAKWOOD DR        | WINTERVILLE NC 28590  |
| MATKINS JERRY T                                 | MATKINS BARKSDALE T               | 1540 MANNING RD        | JAMESVILLE NC 27846   |
| WILEY AMANDA M                                  | 6207 REEDY BRANCH RD              |                        | WINTERVILLE NC 28590  |

3107 CHURCH STREET EXT

2857 OAKWOOD DR

|   |                                 |                     |                               |
|---|---------------------------------|---------------------|-------------------------------|
| COTTEN MCLOYD FOUNTLERROY                       | BELL COTTEN GLENDA DIANNE       | 312 HOLLY GROVE DR  | WINTERVILLE NC 28590          |
| MERIZIO PATRICIA                                | 200 PRANCER DR                  |                     | BEAUFORT NC 28516             |
| JOYNER ODIS WILLARD                             | JOYNER LOTTIE NOBLES            | 3118 STREAMSIDE LN  | WINTERVILLE NC 28590          |
| GATES CAROL JOSEFINE                            | 2845 OAKWOOD DR                 |                     | WINTERVILLE NC 28590          |
| WALSTON SCARLETT                                | LOWERY WILLIAM III              | 3101 STREAMSIDE LN  | WINTERVILLE NC 28590          |
| MAXIME JEAN H                                   | MAXIME BEATRICE                 | 351 WINDING MEADOWS | WINTERVILLE NC 28590          |
| HARRIS SARAH EMOLYN                             | 382 HOLLY GROVE DR              |                     | WINTERVILLE NC 28590          |
| PITT COUNTY SHRINE CLUB HOLDING CORPORATION     | PO BOX 1845                     |                     | WINTERVILLE NC 28590          |
| GILL CHERYL                                     | 2893 OAKWOOD DR                 |                     | WINTERVILLE NC 28590          |
| BOND ROBYN VICTORIA                             | 9099 MAIL SERVICE CENTER ACP 14 |                     | NC CENTRALIZED MAILING NC 276 |
| ZENO HARLAND D II                               | ZENO TAMMY                      | 522 NORBERRY DR     | WINTERVILLE NC 28590          |
| SMITH MAURICE A SR                              | SMITH NORKINA                   | 2819 OAKWOOD DR     | WINTERVILLE NC 28590          |
| CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS INC | 300 SOUTH BUILDING CN1000       |                     | CHAPEL HILL NC 27599          |
| DANIELS LAMONT                                  | 526 NORBERRY DR                 |                     | WINTERVILLE NC 28590          |
| CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS INC | 300 SOUTH BUILDING CN1000       |                     | CHAPEL HILL NC 27599          |
| WELLS ERICA D                                   | WELLS MARKUS                    | 408 HOLLY GROVE DR  | WINTERVILLE NC 28590          |
| GAVIN TEMIAS DANTE                              | GAVIS JALYSA KARINA             | 2905 OAKWOOD DR     | WINTERVILLE NC 28590          |
| JONES LAUREN WILLIAMS                           | JONES CHRISTOPHER BROCK         | 386 HOLLY GROVE DR  | WINTERVILLE NC 28590          |
| MCNEILL RODNEY L                                | MCNEILL GERALD C                | 2908 VERBENA WY     | WINTERVILLE NC 28590          |

Beginning at a rebar found on the easternmost point of the now or formerly Riley and Kayla Davis property, thence North  $34^{\circ}12'03''$  East a distance of 211.86 feet, thence North  $62^{\circ}02'58''$  East a distance of 740.05 feet, cornering then a curve with a radius of 556 feet with a bearing of S  $20^{\circ}27'29''$  East with an arc length of 100.88 feet, thence South  $25^{\circ}39'48''$  East a distance of 249.05 feet, cornering South  $62^{\circ}02'33''$  West a distance of 459.40 feet, thence South  $57^{\circ}48'44''$  West a distance of 175.69 feet, thence South  $45^{\circ}47'07''$  West a distance of 79.34 feet, thence South  $31^{\circ}10'43''$  West a distance of 79.34 feet, thence South  $16^{\circ}28'23''$  West a distance of 79.34 feet, cornering North  $80^{\circ}49'50''$  West a distance of 411.73 feet, cornering North  $33^{\circ}43'16''$  East a distance of 118.07 feet, thence North  $35^{\circ}14'59''$  East a distance of 173.09 feet to point and place of Beginning containing 8.536 Acres, More or Less.

# Appendix 1 – Conceptual Plan



**SITE DATA:**

|  |   |
|--|---|
| ADDRESS                                | Multiple (see chart below)                            |
| PI#                                    | Multiple (see chart below)                            |
| ACRES                                  | Total: 245.43 AC. (10,690,831 SF)                     |
| CURRENT ZONING                         | AR & RR (Agricultural and Rural Residential)          |
| CURRENT LAND USE                       | VACANT  |
| PROPOSED LAND USE                      | Single Family Detached & Single Family Attached Homes |
| WATERSHED                              | Newer River Buffer Area                               |
| WETLAND                                | 1,430,579 SF; 32.8 AC (13.4%)                         |
| RECREATION                             | 212,086 SF; 4.87 AC (2%)                              |
| OTHER OPS                              | 1,906,185 SF; 43.76 AC (17.8%)                        |
| TOTAL OPEN SPACE                       | 3,547,090 SF; 81.43 AC (33.2%)                        |
| TOTAL OPEN SPACE (Outside of Wetlands) | 2,118,322 SF; 48.63 AC (18.8%)                        |

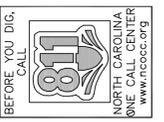
**LEGEND**

- OPEN SPACE
- WETLAND BUFFER (CONTRIBUTOR)
- SINGLE FAMILY DETACHED HOMES
- SINGLE FAMILY ATTACHED HOMES

**GRAPHIC SCALE**  
0 100 200  
1" = 100'

Disclaimer: This is a conceptual site plan. It is not intended to be used as a final design or construction document. It is subject to change without notice. The user of this plan assumes all responsibility for its use. The user of this plan should consult with the appropriate regulatory agencies for all applicable laws, codes, and regulations. These items will affect the final design and development of the project.

| Parcel No. | Description | Substrate                                     | Demolition        | Significance | Living Area | Permits  | Physical Address |
|------------|-------------|---|-------------------|--------------|-------------|----------|------------------|
| 0001       | 0411-1A     | CHAMPLAIN FOUNDATION REAL ESTATE HOLDINGS LLC | 07/12/19-03/20/20 | 04           | 0.22        | 46788001 | 0411-1A          |
| 0002       | 0411-1B     | CHAMPLAIN FOUNDATION REAL ESTATE HOLDINGS LLC | 07/12/19-03/20/20 | 04           | 0.22        | 46788002 | 0411-1B          |
| 0003       | 0411-1C     | CHAMPLAIN FOUNDATION REAL ESTATE HOLDINGS LLC | 07/12/19-03/20/20 | 04           | 0.22        | 46788003 | 0411-1C          |
| 0004       | 0411-1D     | CHAMPLAIN FOUNDATION REAL ESTATE HOLDINGS LLC | 07/12/19-03/20/20 | 04           | 0.22        | 46788004 | 0411-1D          |
| 0005       | 0411-1E     | CHAMPLAIN FOUNDATION REAL ESTATE HOLDINGS LLC | 07/12/19-03/20/20 | 04           | 0.22        | 46788005 | 0411-1E          |



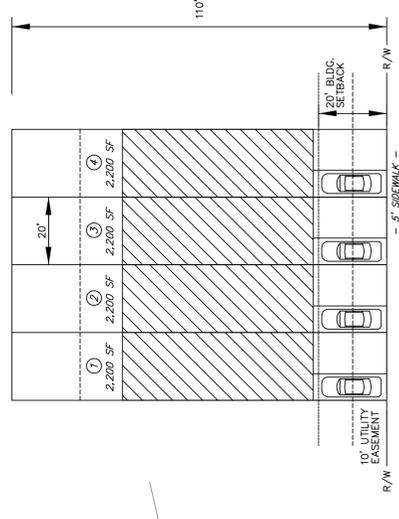
**PRELIMINARY PLAT for SOUTHBROOK (Phase Three)**  
**WINTERVILLE, NORTH CAROLINA**



**OVERALL PLAN**

|              |          |
|--------------|----------|
| REVISIONS    |          |
| FILE NO.     | 2021-022 |
| HORIZ. SCALE | 1"=300'  |
| VERT. SCALE  | NONE     |

**CE-01**



**52' WIDE PUBLIC RIGHT-OF-WAY**

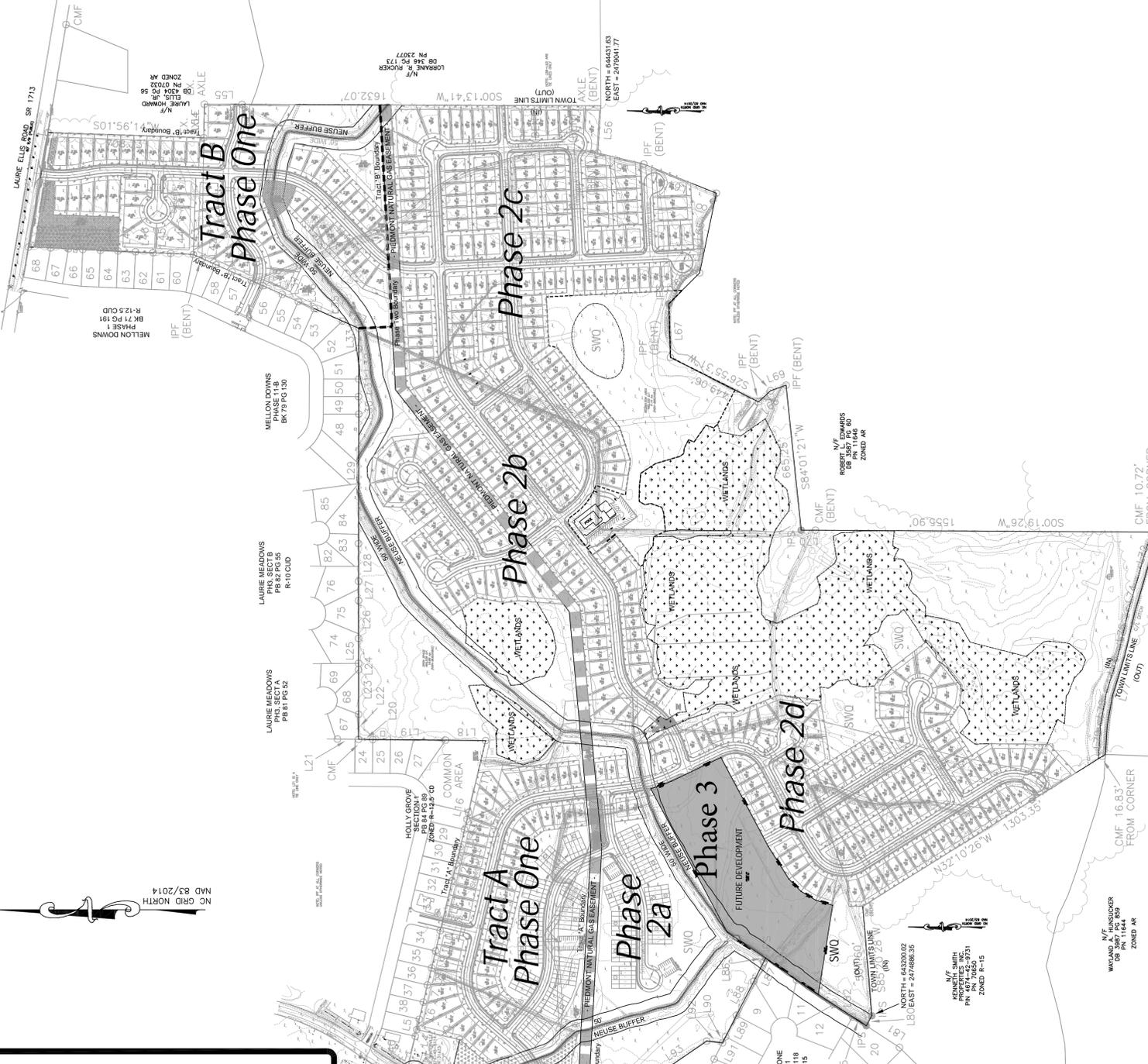
NOTE: WATER AND SEWER SERVICE CONNECTIONS TO BE PLACED INSIDE 2' GRASS STRIP ON LOT

**TYPICAL TOWNHOME**

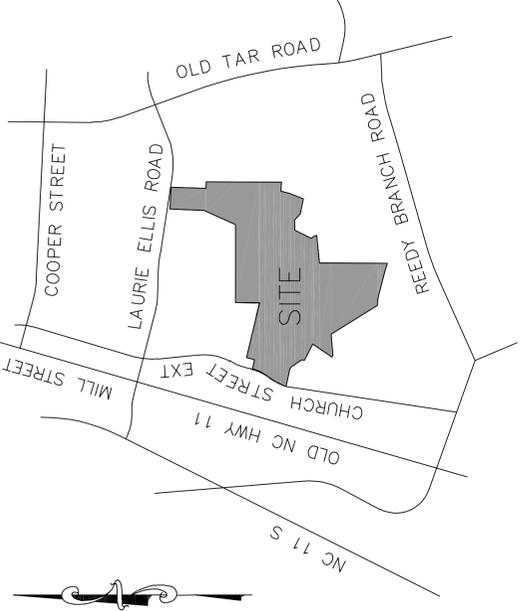


**SITE INFORMATION**

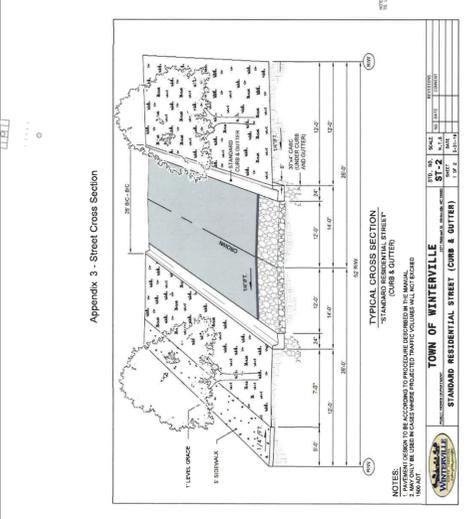
LOCATION: OFF CHURCH ST. EXT. OFF LAURIE ELLIS RD. WINTERVILLE, N.C.  
 COUNTY: PITT COUNTY  
 TOTAL SITE ACREAGE: ±245.43 Ac. (Total)  
 PHASE 1 ACREAGE: ±243.69 Ac. (TRACT A) ±1.74 Ac. (TRACT B)  
 PHASE 2 ACREAGE: ±226.69 Ac. (TRACT B)  
 PHASE 3 ACREAGE: ±187.58 Ac.  
 ZONING: R-6 CD AND M-1 CD, ORDINANCE 23-C-011  
 MINIMUM BUILDING SETBACKS: (R-6) (M-1)  
 FRONT: 20' 20'  
 SIDE: 5' 5'  
 REAR: 15' 15'  
 WIDTH: 50' 50'  
 EXISTING USE: VACANT/AGRICULTURAL  
 PROPOSED USE: RESIDENTIAL  
 PARCEL ID: 11636, 15006, 11638, 82096, 82094  
 PIN: 467454272, 467454577, 467486663, 467486663  
 EX. IMPERVIOUS AREA: 0 Ac.  
 PRO. IMPERVIOUS AREA: ±49.03 Ac. (19.98%)  
 TOTAL IMPERVIOUS AREA: ±49.03 Ac. (19.98%) (POST CONSTRUCTION)  
 RIVER BASIN: NEUSE  
 TOTAL NO. LOTS: 150 DETACHED (Phase One) 336 DETACHED (Phase Two) 56 ATTACHED (Phase Two) 44 ATTACHED (Phase Two) 54 ATTACHED (Phase Three)  
 612 Total  
 TOTAL STREET LENGTH: 6,276 L.F. (Phase One) 14,283 L.F. (Phase Two) 975 L.F. (Phase Three)  
 TOTAL STREET R/W: 1,174 Ac. (Phase One) 1,122 Ac. (Phase Two) 1,122 Ac. (Phase Three)  
 AVERAGE R-6 LOT SIZE: 7,889 S.F. (0.1808 Ac.) 4,336 S.F. (0.0994 Ac.) 8,544 S.F. (0.1941 Ac.)  
 PROPOSED WETLAND IMPACT: 3.413 S.F. (0.08 Ac.)  
 PROPOSED RECREATION AREA: TRACT A 12,560 S.F. (0.29 Ac.) TRACT B 84,746 S.F. (1.94 Ac.)  
 Phase One - 97,506 (2.24 Ac.)  
 Phase Two - 495,046 (11.45 Ac.)



**Owner**  
**SouthbrookNC LLC**  
 CN 1000  
 Chapel Hill, N.C. 27599



**VICINITY MAP (Scale: 1" = 2000')**



**APPROVAL**

THIS PRELIMINARY PLAT, # \_\_\_\_\_, AND THE STREET NAME(S) HEREON WERE APPROVED BY THE TOWN PLANNING AND ZONING COMMISSION AT A MEETING HELD THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SIGNED \_\_\_\_\_ CHAIRMAN

SIGNED \_\_\_\_\_ TOWN PLANNING



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

**WHEREAS**, The Coley Group has requested amendment of the Zoning Ordinance of the Town of Winterville by rezoning of the property described herein from Agricultural Residential (AR) to PUD Conditional District (R-6 CD and MR CD).

**WHEREAS**, a public hearing on the question of this zoning amendment was held, at the Winterville Town Hall at 7:00 p.m. on January 9, 2023, after due notice publication on December 28, 2022 and January 4, 2023; and

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

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

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

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

**Section 1.** The Town of Winterville Zoning Ordinance, Official Zoning Map, is hereby amended by rezoning the following described track from Agricultural Residential (AR) to PUD Conditional District (R-6 CD and MR CD) and is governed by the attached PUD document and unified development plan.

*The Coley Group, a 245.43-acre tract land located on **Laurie Ellis Road and Church Street Ext. Tax Parcels 15006, 11636, 11638, 82094 and 82096**, and being more particularly described on the attached legal description provided below.*

**LEGAL DESCRIPTION OF PROPERTY  
REZONED FROM R-15 to GB CD  
THE OVERTON GROUP  
WINTERVILLE TOWNSHIP, PITT, NC**

**TAX PARCEL #15006:**

The following property acquired by A. Donald Stallings by Deed from Roy C. Mills and wife dated May 5, 2005, recorded in Book 1906, Page 113, Pitt County Registry:

**PARCEL 1:**

BEING all of the lands (EXCEPTING Tract "A" containing 25.2 acres and Tract "B" containing 2.25 acres and Tract "C" containing 2.06 acres and Tract "D" containing 7.2 acres) as shown and described on that certain "MAP FOR RECORD FOUNTAIN W. CARROLL," dated March 23, 1966, and prepared by R. J. Strickland, R.S., which said map is recorded in Map Book 15 at page 21, Pitt County Registry, reference to which is hereby made for a more accurate description.

The lands herein described and conveyed contain 138.74 acres after excepting Tracts "A", "B", "C" and "D" as hereinabove excepted and specified. Being the identical property conveyed by Mary Frances Albritton Carroll (widow) to Roy Mills and wife, Jean Mills by deed dated January 17, 1968, recorded in Book M37, Page 440, Pitt County Registry.

**PARCEL 2:**

**First Tract.**: That certain tract or parcel of land situate, lying and being in Winterville Township, Pitt County, North Carolina, and located 408 feet eastwardly from the "First Tract" described in the deed from R. M. Abbott et ux to Lucy Abbott Hunsucker, dated March 21, 1962, and recorded in Book 0-33 at page 355 of the Pitt County Registry, and connected with said "First Tract" herein referred to by a path as shown on the map recorded in Map Book 10 at page 137 in the Office of the Register of Deeds of Pitt County, to which map reference is hereby made, and beginning at a point in the center of the path 408 eastwardly, when measured along the center of the path, from the "First Tract" herein referred to, and running thence North 26 deg. 15 min. East, 100 feet; thence North 52 deg. East, 134 feet; thence S. 36 deg. East, 181 feet; thence S. 9 deg. 45 min. West, 300 feet; thence North 84 deg. 15 min. West, 218 feet; thence North 19 deg. 30 min. West, 147 feet; thence North 29 deg. 15 min. East, 121 feet to the point of the beginning, and containing 2.25 acres, more or less, and being the "Second Tract" described in the deed recorded in Book 0-33 at page 355 of said Registry and hereinabove referred to.

**Second Tract.**: That certain tract or parcel of land situate, lying and being in Winterville Township, Pitt County, North Carolina, bounded on the north, east and south by the lands of Roy Mills, and on the west by a ditch and the lands of Lucy Abbott Hunsucker on the west side of said ditch, and beginning at the northeast corner of the 25.2-acre tract of land described as "First Tract" in the deed from R. M. Abbott et al, to Lucy Abbott Hunsucker, recorded in Book 0-33 at page 355 of the Pitt County Registry, in Roy Mills' line, and running thence South 11 deg. West, with Roy Mills' line, 312 feet; thence North 86 deg. 15 min. West, 112 feet, more or less, to the center line of a ditch; thence northwardly, with the center line of said ditch, 315 feet, more or less, to the line of Roy Mills; thence with his line, South 79 deg. 30 min. East, 90 feet, more or less, to the point of beginning and containing of an acre, more or less, and being the easternmost portion of the 25.2 acre tract of land described in the deed recorded in Book 0-33 at page 355 of the Pitt County Registry.

The above 2 parcels being the identical property conveyed by deed from Wayland L. Hunsucker and wife, Lucy Abbott Hunsucker, to Roy Mills and wife, Jean Mills, dated January 4, 1973, recorded in Book L4 I, Page 179, Pitt County Registry.

**PARCEL 3:**

**Tract 1:**

Containing 23.99 acres, more or less and being Tract No. 1 on map entitled Property of A. D. McLawhorn, Jr. and W. L. Hunsucker dated January 30, 1970 and recorded in Map Book 20, Page 2, Pitt County Registry.

**Tract 2:**

Containing 23.99 acres, more or less, and being Tract No. 2 on map entitled Property of A. D. McLawhorn, Jr. and W. L. Hunsucker dated January 30, 1970 and recorded in Map Book 20, Page 2, Pitt County Registry.

## Existing/ Current PUD and REZONING Ordinance for Southbrook

Being the identical property conveyed by deed from Martin Taylor McLawhorn and Katie Marie Farkus to Roy C. Mills and wife, Jean I. Mills dated September 14, 2002, recorded in Book 1364, Page 644, Pitt County Registry.

### **TAX PARCELS (#11636 and #11638):**

The following property acquired by A. Donald Stallings by Deed from Wayland A. Hunsucker et al dated January 20, 2006, recorded in Book 2056, Page 377, Pitt County Registry and by Quitclaim Deed from Elizabeth Abbott Bridgers et al dated April 30, 2010, recorded at Book 2769, Page 148, Pitt County Registry:

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

**Tax Parcel #11636; Tract 1:** Being all of Tract 1 consisting of 19.80 acres of land as the same appears on that map entitled "Survey for A. Donald Stallings" dated September 8, 2005, revised December 29, 2005, prepared by Baldwin and Associates and recorded in Map Book 64, Page 185, of the Pitt County Public Registry.

**Tax Parcel #11638; Tract 2:** Being all of Tract 2 consisting of 7.513 acres of land as the same appears on that map entitled "Survey for A. Donald Stallings" dated September 8, 2005, revised December 29, 2005, prepared by Baldwin and Associates and recorded in Map Book 64, Page 185, of the Pitt County Public Registry.

### **TAX PARCEL #82094:**

The following property acquired by A. Donald Stallings by Deed from Margaret M. Nemtuda et al dated March 14, 2014, recorded in Book 3219, Page 288, Pitt County Registry and by Quitclaim Deed and Release from Wayland A. Hunsucker et al dated May 6, 2014, recorded at Book 3219, Page 314, Pitt County Registry:

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

Being all of Tract 1 consisting of 9.12 acres of land as the same appears on that map entitled "Survey for A. Donald Stallings" dated January 9, 2014, prepared by Bjerkeset Land Surveying and recorded in Map Book 77, Page 97, of the Pitt County Public Registry.

### **TAX PARCEL #82096:**

The following property acquired by A. Donald Stallings by Deed from Wayland A. Hunsucker et al dated April 1, 2014, recorded in Book 3219, Page 295, Pitt County Registry:

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

Being all of Tract 2 consisting of 20.00 acres of land as the same appears on that map entitled "Survey for A. Donald Stallings" dated January 9, 2014, prepared by Bjerkeset Land Surveying and recorded in Map Book 77, Page 97, of the Pitt County Public Registry.

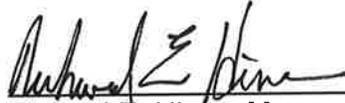
End of Legal Description

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

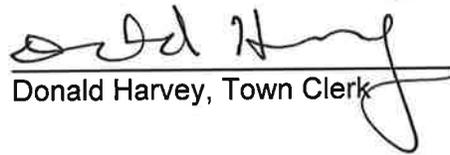
**Section 3.** This ordinance shall become effective upon adoption.

Adopted this 9<sup>th</sup> day of January 2023.



  
Richard E. Hines, Mayor

ATTEST:

  
Donald Harvey, Town Clerk



**Town of Winterville**  
**Plan Unit Development**  
**For**  
**Southbrook**

Applicant:

Southbrooknc, LLC

4350 Lassiter at North Hills Ave, Ste 256

Raleigh, NC 27609

October 20, 2022



**Project Development Team:**

**Project Manager – Southbrooknc, LLC**

4350 Lassiter at North Hills Ave, Ste 256 Raleigh, NC 27609

Contact: Scott Moore

[scott@thecoleygroup.com](mailto:scott@thecoleygroup.com)

## 1. Definitions and Construction Terms

**Conceptual Plan.** The Conceptual Plan is a plan that generally identifies the land use patterns, conceptual design, and density for the development of the Southbrook Property and is attached as Appendix 1. The Conceptual Plan serves as the zoning map for the development, is a condition of this planned density residential rezoning application, and, along with this document, serves to form the Development Plan for the proposed development.

**Developer.** The Developer of this project is Southbrooknc, LLC and/or assigns.

**Development Plan.** This rezoning application with the Conceptual Plan constitutes the Development Plan.

**Home Owners Association (HOA).** The HOA is a non-profit corporation for the purposes, among other things, of owning and managing the privately owned common areas and providing governance of the development as a homeowner's association.

**Open Space.** "Open space" refers to areas of the development that allow for light, air, wildlife habitat, stormwater control, and scenic and recreation use. Also included are areas designed to enhance the privacy or general appearance of the development. Open space shall be owned and maintained by the HOA.

**Planned Unit Development (PUD).** This zoning designation is established to allow for design flexibility of development and is intended to encourage efficient use of the land and public services and to promote high quality design that will provide a variety of dwelling types as well as support services and open space for the residents of the development. These regulations are intended to permit integration with adjacent residential uses and to promote compatibility with existing and emerging patterns of development.

**Town.** "Town" refers to the Town of Winterville.

**Zoning Ordinance.** The Zoning Ordinance for the Town of Winterville. Any term not defined in this document will be as defined in the Zoning Ordinance.

## 2. Development Plan

The plan will meet the Town's Zoning Ordinance (latest edition) and all standards and policies (latest edition) except as noted otherwise.

The maximum number of units proposed is 612 residential homes (with a maximum of 154 Single Family Attached Homes) on the 245-acre subject property. The Conceptual Subdivision Layout shows the general layout of the proposed development with anticipated use areas and how they mingle throughout the development, connected by open spaces and sidewalks along public roads. The Development Plan also shows the general area of Stormwater Control Devices and Recreational Areas. As the plan is further developed, the actual locations of the proposed stormwater devices, residential product types and locations may vary to conform to the Construction Plans.

The proposed rezoning request is beneficial to the Town because it provides a greater tax base. By concentrating more homes on a smaller footprint, we are maximizing the protection of trees and environmentally sensitive areas which is useful to the future residents by concentrating excess open space, that would normally be included in each lot, into larger preservation areas within the subdivision. This gives the new home buyer a smaller lot with less maintenance and also provides a larger area for recreation for all to enjoy. This also results in less long-term infrastructure maintenance for the Town for the same tax base revenue.

Assuming the Town Council finds this rezoning application favorable, the Construction Drawings will provide a much higher level of technical data and detail appropriate for review by the Town, NCDOT, and other agencies having jurisdiction.

The guidelines and zoning regulations for the development and the agreed upon conditions are included in the Development Plan. To account for both technological innovations and unforeseen marketplace changes, this Development Plan is intended to incorporate flexibility concerning design and development.

Should the Developer want to make changes to the Development Plan, the Planning Director can approve specific minor revisions or changes that represent less intensive uses. An example of one such modification is changing the type of residential use that results in a decrease in density. The approval of the Planning Director is an administrative approval only and all other changes to this Development Plan will constitute a rezoning and require City Council approval.

### **3. Compliance with Town of Winterville’s Comprehensive Land Use Plan**

The site referenced in this Development Plan is located on both the south side of Laurie Ellis Road and east of Church Street in Winterville. The proposed property contains approximately 245 acres and includes the areas associated with the following Parcel Identification Numbers: 15006, 11636, 11638, 82096, 82094.

The site falls under the Town of Winterville’s jurisdiction for planning and land use control. According to Town’s Comprehensive Land Use Plan from 2019, the site is shown as medium to high on the Residential Land Use Suitability Map as part of the community assessment. Our proposal shall meet the guidelines of the Healthy Neighborhoods and Environment section by “Developing in a way that alleviates impacts to the natural environment including, flood sensitive areas, trees and valuable natural resources”. We are also proposing to adhere to the “Connectivity and Mobility section by creating safe connections between neighborhoods, destinations and services. We will utilize existing public street connections with adjacent communities and also provide stub connections to adjacent lands for future connectivity. Our plan shall adhere to the Future Land Use Map as we will provide a “Suburban Residential” community with 2.5 units per acre with smaller lot sizes that will meet standards for open space and amenities.

### **4. Common Areas**

Common Areas may include, but are not limited to, open spaces and shared amenities like butterfly gardens, dog parks, playgrounds, pool, structures, walking trails, etc. Every lot owner will have the right of ingress and egress, use, and enjoyment in and to the Common Areas, subject to the rules and regulations of the HOA, which rights are appurtenant to and pass with title to every lot.

### **5. Residential Restrictions**

The agents and employees of the Developer and the HOA will have the right to enter onto any lots in the development to control certain actions or activities on such lots. These actions include, but are not limited to, the following:

- A. On and off-street parking on common areas and lots,
- B. Erection of signage,
- C. Solicitation by property owners and non-property owners,
- D. Access by non-property owners,
- E. Construction or placement of temporary structures,
- F. Construction of accessory buildings,
- G. Maintenance of lots (both pre- and post-construction), and
- H. Erection of decorative poles for street or non-regulatory signs within public rights of way if Town approval is granted for the same. These are the responsibility of the HOA to install, repair, and replace at no cost to the Town.

More specific guidelines concerning these actions/activities may be adopted by the Developer and/or the HOA. Subsequently, the Developer and/or the HOA will have the right to enforce these actions/activities in accordance with Town rules, regulations, and ordinances.

**6. Dimensional Standards**

For each subdivided lot, the dimensions of the lot, yard, and setback will be determined by the Developer as stated in Article VII. Table of Area, Yard, Height Requirements; Section 7.1 Dimensional Requirements as shown in Appendix 2.

**7. Regulation of Open Space**

The regulation of Open Space within the development will be done by the Developer and the HOA. As such, the Developer and/or the HOA may implement policies regarding towing, parking, access, signage, and trespassing within the development.

**8. Driveways/Roadway Access and Sidewalks**

Concrete will be used to surface all residential driveways. Utility drives, maintenance areas, drives to temporary structures, access drives to public utility services, and other similar drives can use alternative surface options as approved by the Town's Public Works and Fire departments. Sidewalks in the development will be installed as per the approved street cross sections generally 5' wide and on one side of the street with the exception of cul-de-sacs.

**9. Building & Aesthetics for Single Family Detached Homes**

Town ordinances will be met during construction of the development. The HOA will retain authority over the aesthetic aspects of construction such as architectural style elements, appearance, and color through its architectural control mechanisms. All single-family homes will have the following:

1. All homes will have a minimum of 1800 heated square feet.
2. Dimensional architectural roof shingle.
3. 6" min. roof overhang on all sides.
4. All homes will include a 2-car garage.
5. The same elevation is not allowed to be built (1) side by side, (2) across the street, or (3) diagonally from one another.
6. Garage doors will be decorative and/or contain windows.

**10. Building & Aesthetics for Single Family Attached Homes**

The HOA will retain authority over the aesthetic aspects of construction such as architectural style elements, appearance, and color through its architectural control mechanisms. All single family attached homes will have the following:

1. All homes will have a minimum of 1600 heated square feet.
2. Dimensional architectural roof shingle.
3. 6" min. roof overhang on all sides.

**11. Signs (Non-Regulatory)**

Entrance signage must be on a parcel that is owned by the HOA or within a signage easement on an owner's property.

The Developer and the HOA will control all applications, permitting, erection and maintenance of all non-regulatory signs within the development. The Town shall permit and inspect all signs that relate to all local, state, and federal building codes.

For all signs (including those that are temporary in nature) erected in public rights-of-way or in view of publicly maintained access, the Developer and the HOA will abide by all sign regulations and limitations as set in the Zoning Ordinance.

**12. District Regulations**

The Developer and the HOA will encourage efficient use of the land and public services and promote high quality design that provides a variety of dwelling types along with adequate support services and open space for the residents of the development. The district regulations are intended to allow for innovative development that is integrated with proposed adjacent uses and compatible with existing patterns of development.

**13. Developer and HOA Requirements**

The Developer and the HOA will meet the following requirements:

- A. The Developer and the HOA agree to be responsible for the maintenance and perpetual existence of common areas.
- B. When individual lots that are not a part of an approved and platted subdivision are to be sold, a new subdivision construction and final plat shall be submitted to and approved by the Town and recorded in Pitt County Register of Deeds prior to the sale of lots and granting of any building permit.
- C. The Developer or the HOA must authorize the subdivision or recombination of property prior to the required approval by Town staff.
- D. No building permit for any structure within the development shall be issued until all required improvements are completed or bonded in accordance with the approved construction plans and conditionally accepted by the Public Works Department.
- E. The maximum allowable density shall not exceed 2.5 units per gross acre based on the

total acres in the development.

- F. Land additions to the development may be made in increments of any size and will be subject to this Development Plan.
- G. A variety of dwelling unit styles will be proposed for the development and support uses with adherence to the minimum residential lot areas per Article VII. Table of Area, Yard, Height Requirements; Section 7.1 Dimensional Requirements as shown in Appendix 2.
- H. Setback from public rights-of-way: Any building that is erected, reconstructed, or moved shall be setback a minimum of 20 feet (required by code) from the right-of-way line.
- I. Height Requirements. Maximum building height shall not exceed the heights as stated on the Article VII. Table of Area, Yard, Height Requirements; Section 7.1 Dimensional Requirements.
- J. Open Space Requirement. The proposed overall open space for the project will be no less than 20% of the total project area. The open space will be controlled by the HOA and will be generally located as shown on the Conceptual Subdivision Layout. Within the open space, there will be play areas, stormwater control devices, wooded areas, and grass.

**14. Rights-of-Way Width, Street Design, and Improvements Requirements**

Streets shall be designed in accordance with Section 4 of the Town's Standards Specifications and Details with the following exception: Typical Street cross sections shall follow the detail shown in Appendix 3.

The Town may allow the construction of private streets and/or parking areas within future phases of the community as appropriate for the type of use, structure and development created. The Developer shall designate any such private streets and/or parking areas as Common Open Space to be owned and maintained by the HOA, with full easement rights of access, ingress and egress, thus granted to all owners of lots within the development. Roadway improvements (turn lanes) on Laurie Ellis Road or Church Street may be required in conjunction with subdivision street access and would be the responsibility of the Developer.

**15. Subdivision Improvements**

The Developer will meet the following requirements:

- A. Curbs and Gutters. Concrete curbs and gutters shall be installed on all public streets within the development to meet all requirements of the Town of Winterville.
- B. Electric Utility Lines. All public electric utility lines will be installed in accordance with the Town's policy for electric service. Electric lines will be installed underground in easements or rights-of-way outside of curb lines where practical.
- C. Natural Gas Utilities. All public natural gas utility lines within the development will be installed in accordance with the Town's policy for Natural Gas Service. Natural gas service lines shall be installed underground in easements or rights-of-way outside of curb lines where practical.
- D. Special Exceptions for Design Waivers. If at any time before or during the construction of the required improvements, it is demonstrated to the satisfaction of the Public Works Department that unforeseen conditions make it necessary to modify

the location or design of such required improvements as were approved in the Development Plan, the Public Works Department may authorize such modifications, provided these modifications are within the spirit and intent of the Town Council approval and do not substantially alter the function of any improvements required by the conceptual master plan.

- E. Solid Waste Improvements. All residential lots will utilize roll out carts. No specific solid waste improvements are anticipated.
- F. Street Trees. The developer desires to provide a streetscape that contains street trees along the public street right of ways within a designated 7' planting strip. Street trees measuring 8' in height and 1.5" in caliper will be provided along the public street rights-of-way at a rate of one per 40' while accommodating driveways. These trees shall adhere to the Town's approved list of street trees. The HOA and/or homeowner will be completely responsible for the health and well-being of the trees. Maintenance of these trees will be specified within the HOA Community Regulations.
- G. Storm Drainage. All stormwater infrastructure shall be designed and constructed to meet all requirements of the Town of Winterville.
- H. Erosion Control. All erosion control measures shall be designed and constructed to meet all requirements of the Town of Winterville.

### 16. Approval Processes

Rezoning & Preliminary Plat Approval and Revision Process shall adhere to the following:

- A. The Developer will submit a PUD & Rezoning Plan which indicates the design and development pattern for the community. The PUD & Rezoning Plan will be reviewed by the Planning Board, and voted on by the Town Council. Once approved, these two documents will constitute the official master plan for the development.
- B. The Planning Director and the Public Works Director shall have the authority to approve minor deviations to the PUD and Rezoning Plan provided said deviations remain consistent with the spirit and intent of the approvals.
- C. Major deviations and changes to the PUD and Rezoning Plan will require City Council approval. Changes resulting in less intensive density, minor open space shifts, or minor road revisions shall not be considered major deviations.
- D. After approval of the PUD & Rezoning plan, The Developer will submit a Preliminary Plat which will indicate the lot layout within the approved development pattern for the community. The Preliminary Plat will be reviewed by the Planning Board, and voted on by the Town Council.

Construction Drawing Approval and Revision Processes:

- A. Upon approval of the Preliminary Plat, the developer will engage the town and all applicable review agents for Construction Drawing approvals (including but not limited to all planning, engineering and Town/NCDOT reviews).

- B. Upon receipt of Construction Drawing approvals, the Developer may schedule all pre-construction meetings and then begin construction on the required improvements. The Town and all applicable review agents will issue approval letters acknowledging that all required permits have been issued.
- C. The Planning Director and the Public Works Director shall have the authority to administratively approve all minor deviations to the Construction Drawings provided said deviations remain consistent with the spirit and intent of the approved Rezoning and Preliminary Plat.

**Final Plat Approval Process:**

- A. Upon completion and approval of the required improvements by the State and/or Public Works Department, the developer will submit a Final Plat to the Town and applicable review agents for approval. The Final Plat will conform to the Town's Subdivision Ordinance and approved Construction Drawings.
- B. Once the Final Plat is approved, it will be recorded in the Pitt County Register of Deeds.

**Building Permit & Certificate of Occupancy Issuance:**

- A. No building permit will be issued to any owner/builder in the Development until the section in which the lot is located has been final platted and meets all the requirements of the approved construction drawings, including the acceptable construction of the Town's roadways.
- B. No Certificate of Occupancy shall be issued until all the required provisions of the Construction Drawings, and applicable local, state and federal regulations are met, except that, provided all other improvements have been completed or bonded and approved by the Town. All bonded improvements shall be completed as approved by the Public Works Department.

**17. Project Phasing and Future Property Annexation:**

A project of this size requires phased construction. The entrance location(s) and utilities will determine the direction of phasing for this project and all future phases. The Town and Developer recognize that adjacent properties can be included and annexed within this PUD by Southbrooknc, LLC or related entities. The PUD as shown contains more than the allowable open space per the ordinance. The developer reserves the right to annex future properties with the ability to utilize and apply this open space to those properties. This project and any future annexed properties will altogether have no less than 25% open space.

**Notes:**

- Appendix 1 Conceptual Plan
- Appendix 2 Dimensional Standards Chart
- Appendix 3 Street Cross Sections

# Existing/ Current PUD and REZONING Ordinance for Southbrook

## Appendix 1 – Conceptual Plan



Appendix 2 - Dimensional Standards Chart

**ARTICLE VII. TABLE OF AREA, YARD AND HEIGHT REQUIREMENTS**

**Section 7.1 Dimensional Requirements**

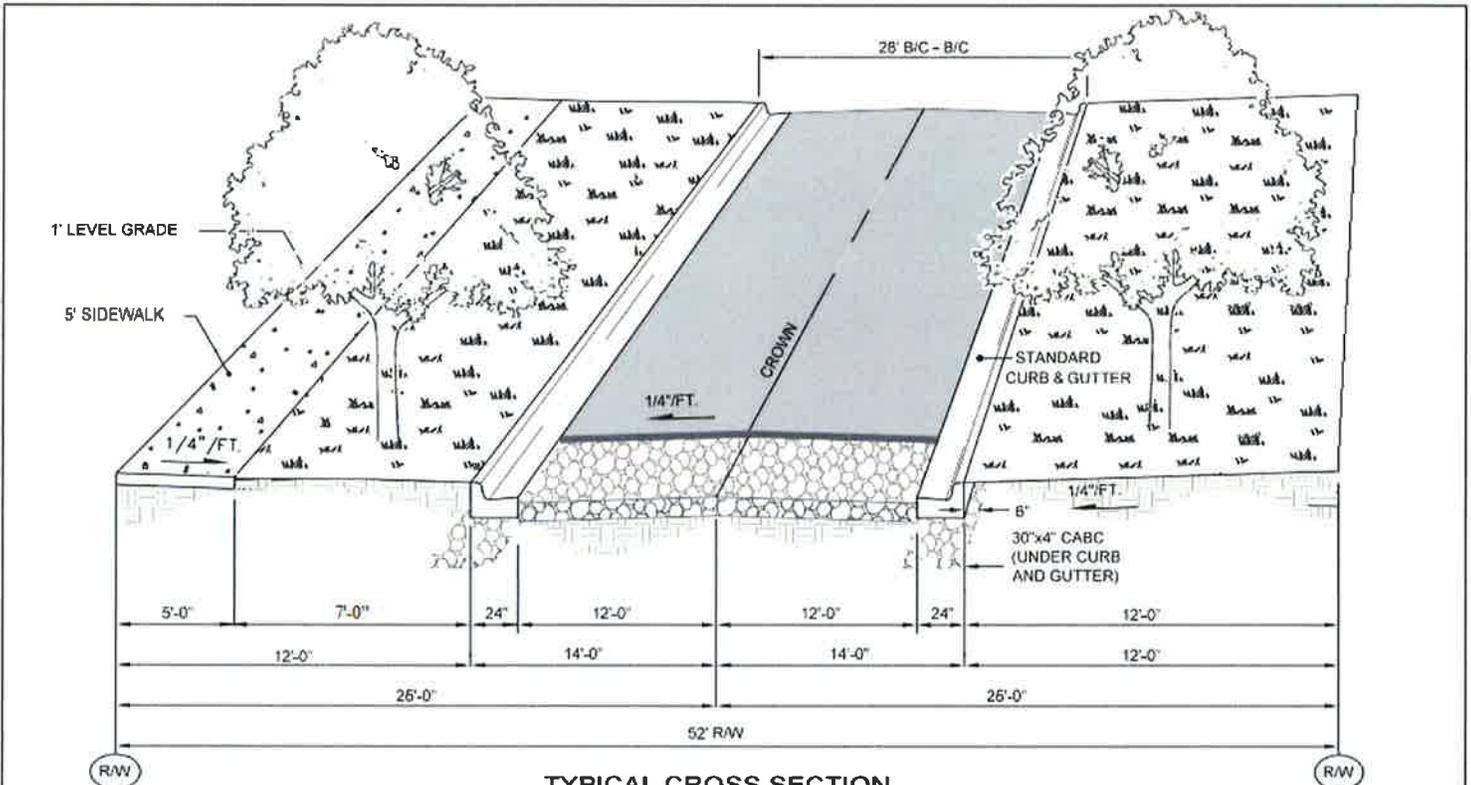
Each use shall as a minimum conform to the dimensional requirements of the district in which it is located. In some cases, a specific use may be required to meet the Special Requirements as set forth in Section 6.5.

|            | Districts              | MINIMUM LOT SIZE<br>(See Notes) |                         | MINIMUM YARD REQUIREMENTS<br>(See Notes) |                     |                     | Maximum height (in feet) |
|------------|------------------------|---------------------------------|-------------------------|--|---------------------|---------------------|--------------------------|
|            |                        | Lot Area Square Feet            | Lot Width (in feet) (1) | Front yard setback (in feet)             | Side yard (in feet) | Rear yard (in feet) |                          |
| <b>R-6</b> | Single-family          | 6,000                           | 50                      | 20                                       | 5                   | 20                  | 35                       |
| <b>M-R</b> | Single-family attached | 2,000                           | 20                      | 20                                       | 5                   | 20                  | 35                       |

**NOTES:**

- (1) Lot Width shall be measured at the minimum front yard setback line, provided that lot width for residential lots may be measured at the actual building setback which shall not be less than the minimum and shall not be more than two (2) times the minimum. In addition, frontage on the public street shall conform with Section 3.3 (See definition of lot width).

Appendix 3 - Street Cross Section



**TYPICAL CROSS SECTION**  
**"STANDARD RESIDENTIAL STREET"**  
**(CURB & GUTTER)**

**NOTES:**

1. PAVEMENT DESIGN TO BE ACCORDING TO PROCEDURE DESCRIBED IN THE MANUAL.
2. MAY ONLY BE USED IN CASES WHERE PROJECTED TRAFFIC VOLUMES WILL NOT EXCEED 1500 ADT.

|   |   |                         |                 |           |      |         |
|---|---|-------------------------|-----------------|-----------|------|---------|
|  | <b>TOWN OF WINTERVILLE</b>  | STD. NO.<br><b>ST-2</b> | SCALE<br>N.T.S. | REVISIONS |      |         |
|   | PUBLIC WORKS DEPARTMENT<br>2571 Railroad St. Winterville NC 28600 | SHEET<br>1 OF 2         | DATE<br>5-31-19 | NO.       | DATE | COMMENT |
| <b>STANDARD RESIDENTIAL STREET (CURB &amp; GUTTER)</b>                              |   |                         |                 |           |      |         |

# Existing/Current PUD and Rezoning Ordinance for Southbrook

**PRELIMINARY AND CONCEPTUAL DESIGN**  
 All information and conceptual design, including site plan, site plan, and site plan, are preliminary and not intended to be used for construction. All information and conceptual design are subject to change without notice. The information and conceptual design are not intended to be used for construction. The information and conceptual design are not intended to be used for construction. The information and conceptual design are not intended to be used for construction.



**LEGEND:**

- OPEN SPACE
- SOLUTION WATER CONTROL AREA
- SINGLE FAMILY DETACHED HOMES
- SINGLE FAMILY ATTACHED HOMES



**APPROVED**

TOWN OF WINTERVILLE

BY: *Mayor*

DATE: 1/9/2023

MAYOR

**SITE DATA:**

Multiple (see chart below)  
 Multiple (see chart below)  
 Total: 245.43 AC, (10,890,981 SF)

ADDRESS: AR & RR  
 PIN: VACANT  
 CURRENT ZONING: Single Family Detached & Single Family Attached Homes  
 CURRENT LAND USE: Neuse River Buffer Area  
 PROPOSED LAND USE: Single Family Detached & Single Family Attached Homes  
 WATERSHED: Neuse River Buffer Area

| Parcel No. | Parent Address    | Owner Name                         | Mag/Block/Lot | zoning | Acres | Pin/Num   | Physical Address    |
|------------|-------------------|------------------------------------|---------------|--------|-------|-----------|---------------------|
| 8206       | MAGLIN            | CHAPEL HILL FOUNDATION REAL ESTATE | 457.12-86-651 | AR     | 5.22  | 467806511 | 0 EMOLLIN           |
| 1006       | 303 CHURCH STREET | CHAPEL HILL FOUNDATION REAL ESTATE | 457.12-86-651 | AR     | 7.2   | 467806512 | 0 CHURCH STREET     |
| 1158       | REDFORD BRANCH RD | CHAPEL HILL FOUNDATION REAL ESTATE | 457.00-54-522 | AR     | 19.9  | 467845222 | 0 CHURCH STREET     |
| 8206       | LAURIE ELLIS RD   | CHAPEL HILL FOUNDATION REAL ESTATE | 457.00-53-921 | AR     | 7.4   | 467839211 | 0 REDFORD BRANCH RD |
|            |                   |                                    | 457.00-95-253 | OR     | 70    | 467887253 | 0 LAURIE ELLIS RD   |

**WETLAND:** 1,430,578 SF: 32.8 AC (13.4%)  
**RECREATION:** 212,086 SF: 4.87 AC (2%)  
**OTHER OPS:** 1,906,185 SF: 43.76 AC (17.8%)  
**TOTAL OPEN SPACE:** 3,547,090 SF: 81.43 AC (33.2%)  
**TOTAL OPEN SPACE (Outside of Wetlands):** 2,118,322 SF: 48.63 AC (19.8%)



PRELIMINARY SKETCH PLAN  
 CHAPEL HILL FOUNDATION-WINTERVILLE  
 CHURCH STREET DESIGN AND LAYOUT ELLIS ROAD, WINTERVILLE, NC  
 DATE: 1-9-2023  
 DRAWN BY: [Name]  
 PROJECT # [Number]  
 SCALE: 1" = 30'



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

**GENERAL INFORMATION**

|                            |  |
|----------------------------|--|
| <b>APPLICANT</b>           | Southbrooknc, LLC c/o Scott Moore  |
| <b>HEARING TYPE</b>        | Rezoning Request   |
| <b>REQUEST</b>             | Multi-Family Residentials Rezoning- Applicant is requesting to shift a small portion of their Single-Family Attached (Townhomes) on their property. R-6 CD PUD to M-R CD PUD.<br><br>Request will help avoid an additional stream crossing and will relocate the single-family attached (townhomes) away from Church Street Ext. |
| <b>CONDITIONS</b>          | Planned Unit Development – Unified Development Plan.   |
| <b>LOCATION</b>            | Church Street Ext. / Laurie Ellis Road   |
| <b>PARCEL ID NUMBER(S)</b> | 92860 & 92861.   |
| <b>PUBLIC NOTIFICATION</b> | P&Z Meeting:<br>Adjacent property owners were mailed notification of the rezoning request on January 8, 2026. 80 property owners were mailed notification. Notification was posted on site on January 8, 2026.   |
| <b>TRACT SIZE</b>          | 8.536 acres of the 245 +/- acre development.   |
| <b>TOPOGRAPHY</b>          | Flat   |
| <b>VEGETATION</b>          | Agricultural/Wooded  |

**SITE DATA**

|                     |                               |
|---------------------|-------------------------------|
| <b>EXISTING USE</b> | Agricultural / Vacant/ Wooded |
|---------------------|-------------------------------|

| <b>ADJACENT PROPERTY FROM AMENDED SITE</b> | <b>ZONING</b>      | <b>ADJACENT LAND USE</b>               |
|--|--------------------|--|
| N  | R-6 CD & MR CD PUD | Southbrook/ Single Family Residential. |
| W  | R-6 CD & MR CD PUD | Southbrook/ Single Family Residential. |
| E  | R-6 CD & MR CD PUD | Southbrook/ Single Family Residential. |
| S  | R-6 CD & MR CD PUD | Southbrook/ Single Family Residential. |



**SPECIAL INFORMATION**

|                        |   |
|------------------------|---|
| OVERLAY DISTRICT       | N/A   |
| ENVIRONMENTAL / SOILS  | Wetlands- PUD approved to help avoid environmental conflicts.   |
| FLOODPLAIN             | N/A   |
| STREAMS                | Southeast Drainage Lateral SC-35A, Tributary of off Swift Creek   |
| OTHER                  | If >1 acre is disturbed, site must meet Phase 2 stormwater requirements and provide Soil Erosion and Sedimentation Control Permit |
| SITE PLAN REQUIREMENTS | Subdivision plan required   |

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

**LANDSCAPING & BUFFER REQUIREMENTS**

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

**TRANSPORTATION**

|  |   |
|--|---|
| STREET CLASSIFICATION  | Laurie Ellis Road – NCDOT Road<br>Church Street Ext – NCDOT Road  |
| SITE ACCESS  | All access must be designed and constructed to meet the Town of Winterville / NCDOT standards.  |
| TRAFFIC COUNTS<br>(per NCDOT Annual Average Daily Traffic Map) | Laurie Ellis Rd– 2200<br>Church Street Ext - 180  |
| TRIP GENERATION  | N/A   |
| SIDEWALKS  | Required.   |
| TRAFFIC IMPACT STUDY (TIS)                                     | TBD   |
| STREET CONNECTIVITY  | Per site plan, the development will connect to three (3) existing stub streets and provide seven (7) additional stub streets to surrounding properties. |
| OTHER  | N/A   |



## **IMPACT ANALYSIS**

### **Land Use Compatibility**

The proposed amendment would allow land uses that are compatible with the general character of the area. The adjacent properties are zoned likewise and would provide a smooth transition from one district to another. Phases 1 and 2 of the development have received Preliminary Plat approval. Phase 3 was designed in conjunction with the previous two phases in order to ensure a cohesive development. The proposed amendment does not change any other aspects of the PUD document and will result in the same number of units and density. The phase 3 rezoning request will help the developer avoid a stream crossing/riparian buffer crossing and will relocate the townhomes internal to the site as shown on attached documents.

### **Town of Winterville Comprehensive Land Use Plan Policies**

The Future Land Use Map designates this property as a Suburban Residential character area. The requested **PUD** zoning districts are consistent with this character area as defined by the future land use designation and will be within the density requirements (proposed 2.5 units per acre – Suburban Residential allows 1-3 units per acre.)

## **Comprehensive Land Use Plans - Recommendations & Implementation**

### **Suburban Residential - General Character:**

1. Larger lot, single family detached residential. Generally around 3 dwelling units per acre, with smaller lots occasionally if minimum standards for open space and amenities are exceeded.

### **(Land Use) Policy 1: Encourage a balanced tax base while managing growth:**

**Strategy 1.1:** Utilize the Future Land Use Map and character areas when considering land use decisions.

- Identified as Suburban Residential Character Area.

**Strategy 1.3:** Encourage a logical progression of development and extension of utilities and discourage leap-frog development.

- The proposed development is located adjacent to existing subdivisions and would not be considered a leap-frog development.

### **Policy 5: Maintain and improve neighborhood character:**

**Strategy 5.2:** Encourage open space and amenities in new development.

- The proposed development would provide ample open space and community amenities.



**(Economic Development) Policy 3: Reinforce the Town's identity as a family-friendly community.**

**Strategy 3.1:** Support rezonings to residential used in the Suburban Residential areas identified on the Future Land Use Map.

- Property identified as Suburban Residential Character Area.

**(Infrastructure & Mobility) Policy 2: Coordinate connectivity, street and sidewalk standards.**

**Strategy 2.2:** Require or incentivize the connection of stub streets to adjacent properties to allow for future connection of local or collector streets.

- Per the site development plan, the proposed development will provide seven (7) stub streets for future connection with adjacent properties, in addition to connecting with three (3) existing stub streets in Holly Grove and Melon Downs.

**Strategy 2.4:** Require sidewalks in new developments.

- The proposed street section will include sidewalks and street trees.

**(Parks & Natural Resources) Policy 6: Encourage quality open space.**

**Conservation subdivision design that includes open space and amenities should be encouraged in Suburban Residential areas.**

- The requested PUD design does just that, it will be a Conservation Subdivision Design that will focus on preserving the areas of environmental concern in permanent open space and provide quality open space areas and amenities within the community.

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**STAFF ANALYSIS AND RECOMMENDATION**

**Community Outreach**

The applicant hosted two Community Meetings at Winterville Town Hall on October 20, 2022 to provide information and receive feedback from the surrounding property owners and community leaders.

**Staff Analysis**

The proposed amendment would allow land uses that are compatible with the general character of the surrounding area. The amendment relocates a small portion of single-family attached units (townhomes) to avoid a stream and riparian buffer crossing. Adjacent properties are similarly zoned, providing a smooth transition between zoning districts. Phases 1 and 2 of the development have received Preliminary Plat approval, and Phase 3 was designed in coordination with the earlier phases to ensure a cohesive and unified development. The proposed



amendment changes the Conceptual Plan of the PUD Document, as shown below, but does not make any other changes to the document. The density and overall number of residential units remains unchanged.

**Staff Recommendation**

Staff recommends approval of the rezoning request from R-6 Conditional District PUD to M-R Conditional District PUD as defined by the Town and the Southbrook PUD.

**P&Z Recommendation**

P&Z unanimously voted to recommend approval at their January 2026 Meeting.

**Conceptual Plans:**

**1. Existing Conceptual Plan-**





**2. Proposed Conceptual Plan:**





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

**Southbrook Ph. 3  
January 20, 2026- Planning and Zoning Board Meeting**

**Consistency:**

The proposed rezoning request **is or is not** consistent with the Town of Winterville's Comprehensive Land Use Plan as parcel 92860 & 92861 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, Southbrook Phase 3 Rezoning Amendment is found to be consistent with the Town of Winterville Comprehensive Plan on January 20, 2026.**

**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:<br><br>Decision_____ |
|-----------------|---|

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

|                 |   |
|-----------------|---|
| Applicable? Y/N | If applicable, is the proposal reasonable:<br><br>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:<br><br>Decision_____ |
|-----------------|---|

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

|                 |   |
|-----------------|---|
| Applicable? Y/N | If applicable, is the proposal reasonable:<br><br>Decision_____ |
|-----------------|---|

- v. Any changed conditions warranting the amendment

|                 |   |
|-----------------|---|
| Applicable? Y/N | If applicable, is the proposal reasonable:<br><br>Decision_____ |
|-----------------|---|

**In Review of the Southbrook Phase 3 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 January 20, 2026 by the Winterville Planning and Zoning Board.**

**Vote to Approve or Deny Rezoning:**

In review of the Southbrook Phase 3 rezoning proposal's, Consistency and Reasonableness, The Town of Winterville's Planning and Zoning Board recommends **approval** of the rezoning request by SouthbrookNC, LLC to rezone 8.536 acres of property (Parcel # 92860 & 92861), From R-6 Conditional District PUD to M-R Conditional District PUD.

Conditions:

- Project is subject to all PUD Conditions.

|                     |         |
|---------------------|---------|
| <i>Stephen Penn</i> | 1/20/26 |
| 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.
  
- **Planned Unit Development (PUD):** In approving a PUD, the Town Council shall make the following affirmative findings:

Application for PUD shall be approved only if the following findings area made:

- a. That application of planned unit development requirements to the property will produce a development of equal or higher quality than otherwise required by the strict application of district regulations that would otherwise govern;
- b. That application of planned unit development requirements to the property will encourage innovative arrangement of buildings and open spaces to provide efficient, attractive, flexible, and environmentally sensitive design;
- c. The application of planned unit development requirements to the property will produce a development functioning as a cohesive, unified project; and
- d. That application of planned unit development requirements to the property will not substantially injure or damage the use, value, and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the adopted plans and policies of the Town.

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### Document Links:

- Zoning Ordinance: [https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/21-o-112\\_zoning\\_ordinance\\_amend-7.1\\_executed.pdf](https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/21-o-112_zoning_ordinance_amend-7.1_executed.pdf)
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  - Rezoning Amendment Procedures: Article XIII.
- Land Use Plan: <https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/winterville-land-use-plan-adopted-10-14-2019-reduced.pdf>

- Future Land Use Map & Character areas: Section 4; beginning on page 43.
  - Plan Consistency & Reasonableness Guidance:  
[https://www.sog.unc.edu/sites/www.sog.unc.edu/files/6%20\\_ConsistencyStatements\\_160DGuidanceDoc%20Mar%202021.pdf](https://www.sog.unc.edu/sites/www.sog.unc.edu/files/6%20_ConsistencyStatements_160DGuidanceDoc%20Mar%202021.pdf)
-



**Town of Winterville**  
**Rezoning Request**  
**Statement of Consistency & Reasonableness**  
**Southbrook Ph. 3**  
**March 9, 2026- Town Council Meeting**

**Consistency:**

The proposed rezoning request **is or is not** consistent with the Town of Winterville's Comprehensive Land Use Plan as parcel 92860 & 92861 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, Southbrook Phase 3 Rezoning Amendment is or is not** found to be consistent with the Town of Winterville Comprehensive Plan on March 9, 2026.

**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:**

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|                 |   |
|-----------------|---|
| Applicable? Y/N | If applicable, is the proposal reasonable:<br><br>Decision_____ |
|-----------------|---|

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

|                 |   |
|-----------------|---|
| Applicable? Y/N | If applicable, is the proposal reasonable:<br><br>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:<br><br>Decision_____ |
|-----------------|---|

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

|                 |   |
|-----------------|---|
| Applicable? Y/N | If applicable, is the proposal reasonable:<br><br>Decision_____ |
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- v. Any changed conditions warranting the amendment

|                 |   |
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**In Review of the Southbrook Phase 3 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 March 9, 2026 by the Winterville Town Council.**

**Vote to Approve or Deny Rezoning:**

In review of the Southbrook Phase 3 rezoning proposal's, Consistency and Reasonableness, The Town of Winterville's Town Council **approves or denies** the rezoning request by SouthbrookNC, LLC to rezone 8.536 acres of property (Parcel # 92860 & 92861), From R-6 Conditional District PUD to M-R Conditional District PUD.

Conditions:

- Project is subject to all PUD Conditions.

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:
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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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Application for PUD shall be approved only if the following findings area made:

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- b. That application of planned unit development requirements to the property will encourage innovative arrangement of buildings and open spaces to provide efficient, attractive, flexible, and environmentally sensitive design;
- c. The application of planned unit development requirements to the property will produce a development functioning as a cohesive, unified project; and
- d. That application of planned unit development requirements to the property will not substantially injure or damage the use, value, and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the adopted plans and policies of the Town.

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### **Document Links:**

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  - Rezoning Amendment Procedures: Article XIII.
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[https://www.sog.unc.edu/sites/www.sog.unc.edu/files/6%20\\_ConsistencyStatements\\_160DGuidanceDoc%20Mar%202021.pdf](https://www.sog.unc.edu/sites/www.sog.unc.edu/files/6%20_ConsistencyStatements_160DGuidanceDoc%20Mar%202021.pdf)
-

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

**WHEREAS**, Southbrook NC, LLC, has requested amendment of the Zoning Ordinance of the Town of Winterville by rezoning of Southbrook, Phase Three, described herein from R-6 Conditional District (CD) Southbrook Planned Unit Development (PUD) to Multi-Family Residential (M-R) Conditional District (CD) Southbrook Planned Unit Development (PUD).

**WHEREAS**, a public hearing on the question of this zoning amendment was held, at the Winterville Town Hall at 6:00 p.m. on March 9, 2026, after due notice was given by publication within The Daily Reflector on February 25, 2026 and March 4, 2026; and

**WHEREAS**, due notice of said public hearing was also given by first class mail on February 23, 2026 to the owners of all adjoining parcels and parcels within 100' of the subject property, as shown on the County Tax Records, certification of which has been to the Winterville Town Council; and

**WHEREAS**, due notice of said public hearing was also given by posting a rezoning request notice on the subject property on January 8, 2026;

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

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

**Section 1.** The Town of Winterville Zoning Ordinance, Official Zoning Map, is hereby amended by rezoning the following described track from R-6 Conditional District (CD) Southbrook Planned Unit Development (PUD) to Multi-Family Residential (M-R) Conditional District (CD) Southbrook Planned Unit Development (PUD) with conditions and details provided within the Southbrook Planned Unit Development (Ordinance 23-O-011).

- Condition: Southbrook Planned Unit Development Ordinance (23-O-011).

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

Legal Description  
Southbrook Phase 3  
Winterville, Pitt County, North Carolina

Beginning at a rebar found on the easternmost point of the now or formerly Riley and Kayla Davis property, thence North 34°12'03" East a distance of 211.86 feet, thence North 62°02'58" East a distance of 740.05 feet, cornering then a curve with a radius of 556 feet with a

bearing of S 20°27'29" East with an arc length of 100.88 feet, thence South 25°39'48" East a distance of 249.05 feet, cornering South 62°02'33" West a distance of 459.40 feet, thence South 57°48'44" West a distance of 175.69 feet, thence South 45°47'07" West a distance of 79.34 feet, thence South 31°10'43" West a distance of 79.34 feet, thence South 16°28'23" West a distance of 79.34 feet, cornering North 80°49'50" West a distance of 411.73 feet, cornering North 33°43'16" East a distance of 118.07 feet, thence North 35°14'59" East a distance of 173.09 feet to point and place of Beginning containing 8.536 Acres, More or Less.

End of Legal Description

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

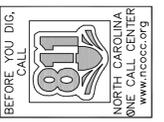
**Section 3.** This ordinance shall become effective upon adoption.

Adopted this 9<sup>TH</sup> day of March 2026.

\_\_\_\_\_  
Richard E. Hines, Mayor

ATTEST:

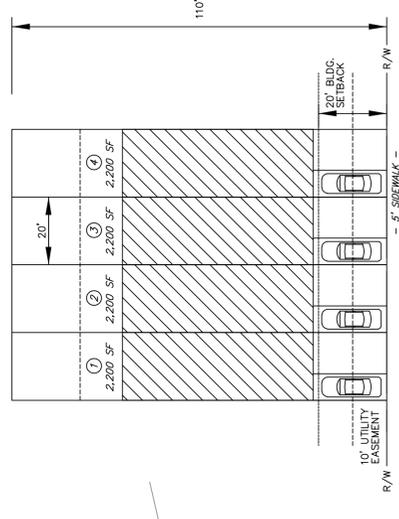
\_\_\_\_\_  
Donald Harvey, Town Clerk



**PRELIMINARY PLAT for SOUTHBROOK (Phase Three)**  
**WINTERVILLE, NORTH CAROLINA**

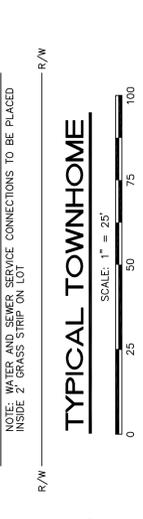


|              |          |
|--------------|----------|
| OVERALL PLAN |          |
| REVISIONS    |          |
| FILE NO.     | 2021-022 |
| HORIZ. SCALE | 1"=300'  |
| VERT. SCALE  | NONE     |



**52' WIDE PUBLIC RIGHT-OF-WAY**  
 NOTE: WATER AND SEWER SERVICE CONNECTIONS TO BE PLACED INSIDE 2' GRASS STRIP ON LOT

**TYPICAL TOWNHOME**  
 SCALE: 1" = 25'



**SITE INFORMATION**

LOCATION: OFF CHURCH ST. EXT. OFF LAURIE ELLIS RD. WINTERVILLE, N.C.

COUNTY: PITT COUNTY

TOTAL SITE ACREAGE: ±245.43 Ac. (Total)  
 PHASE 1 ACREAGE: ±243.69 Ac. (TRACT A)  
 PHASE 2 ACREAGE: ±26.68 Ac. (TRACT B)  
 PHASE 3 ACREAGE: ±177.58 Ac.

ZONING: RESIDENTIAL DISTRICT R-6 CD AND M-1 CD, ORDINANCE 23-C-011

MINIMUM BUILDING SETBACKS: (R-6) (M-1)  
 FRONT: 20' 20'  
 SIDE: 5' 5'  
 REAR: 15' 15'  
 WIDTH: 50' 50'

EXISTING USE: VACANT/AGRICULTURAL  
 PROPOSED USE: RESIDENTIAL

PARCEL ID: 11636, 15006, 11638, 82096, 82094, 467454272, 467454575, 4674866631

PHN: 467454272, 467454575, 4674866631

EX. IMPERVIOUS AREA: 0 Ac.  
 PRO. IMPERVIOUS AREA: ±49.03 Ac. (19.98%)  
 TOTAL IMPERVIOUS AREA: ±49.03 Ac. (19.98%)  
 (POST CONSTRUCTION)

RIVER BASIN: NEUSE

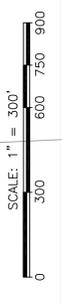
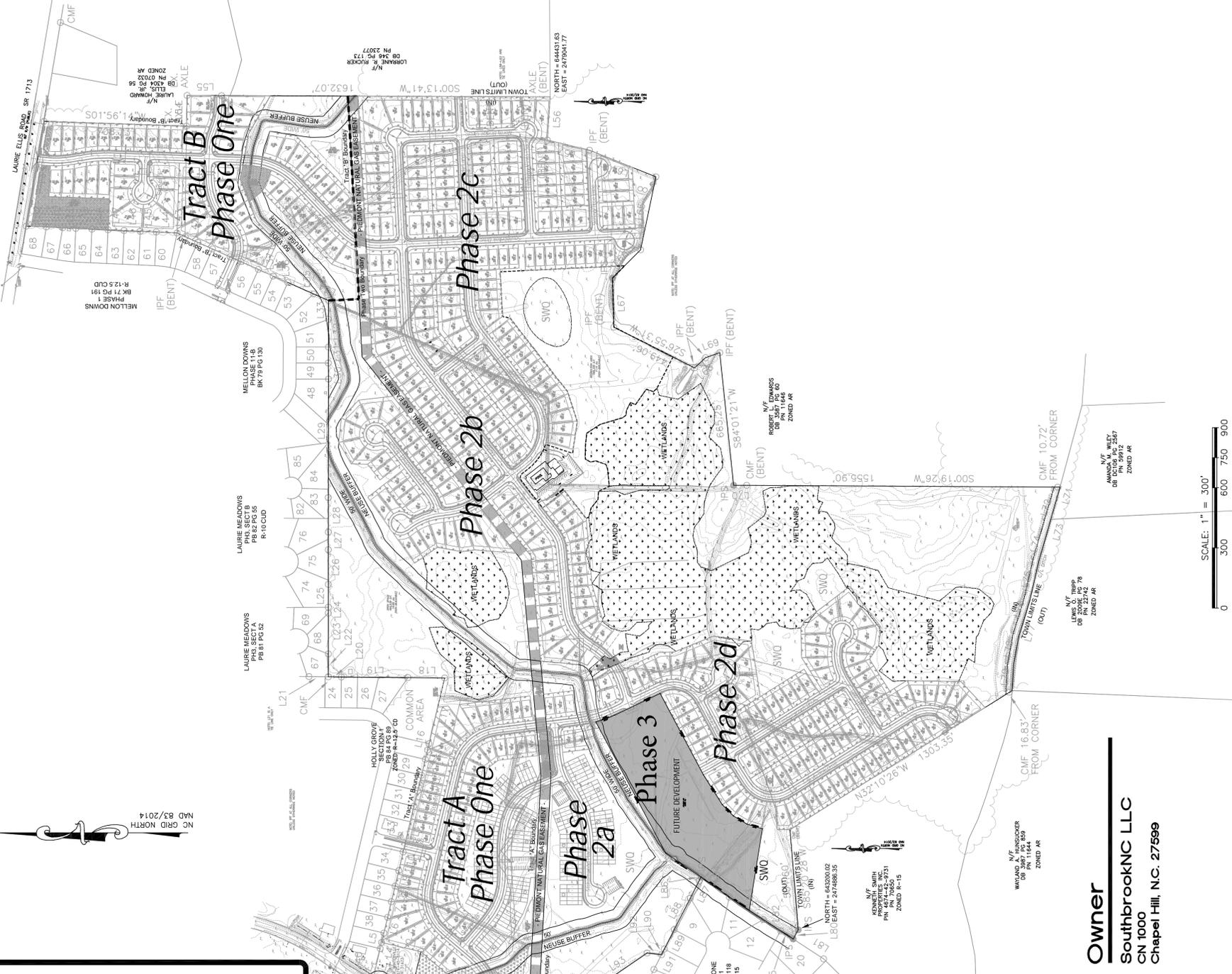
TOTAL NO. LOTS: 150 DETACHED (Phase One)  
 336 DETACHED (Phase Two)  
 56 ATTACHED (Phase One)  
 44 ATTACHED (Phase Two)  
 54 ATTACHED (Phase Three)

TOTAL STREET LENGTH: 6,276 L.F. (Phase One)  
 14,253 L.F. (Phase Two)  
 975 L.F. (Phase Three)

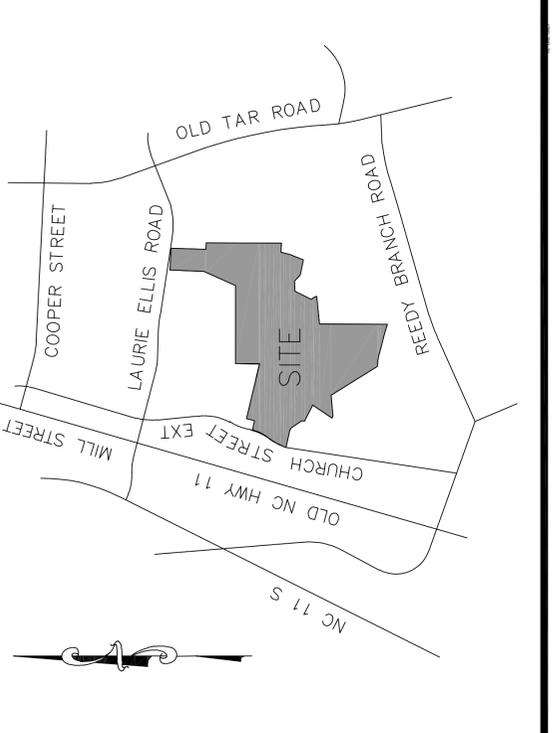
TOTAL STREET R/W: 1,174 Ac. (Phase One)  
 1,122 Ac. (Phase Two)  
 1,122 Ac. (Phase Three)

AVERAGE R-6 LOT SIZE: 7,889 S.F. (0.181 Ac.) (Phase One)  
 8,544 S.F. (0.194 Ac.) (Phase Two)  
 8,544 S.F. (0.194 Ac.) (Phase Three)

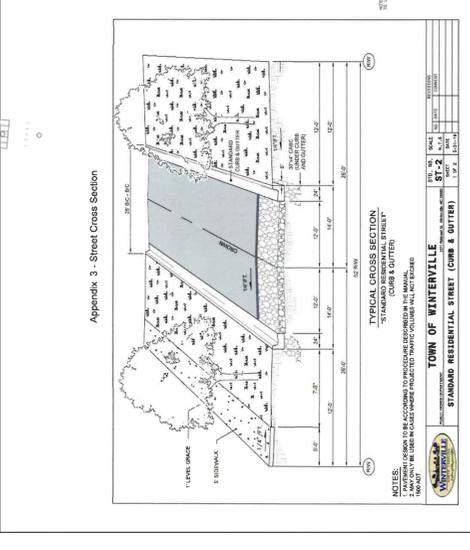
PROPOSED WETLAND IMPACT: 3.413 S.F. (0.08 Ac.)  
 TRACT A  
 TRACT B  
 Phase One - 97,506 S.F. (2.24 Ac.)  
 Phase Two - 495,046 S.F. (11.35 Ac.)



**Owner**  
**SouthbrookNC LLC**  
 CN 1000  
 Chapel Hill, N.C. 27599



**VICINITY MAP (Scale: 1" = 2000')**



**APPROVAL**

THIS PRELIMINARY PLAT, # \_\_\_\_\_, AND THE STREET NAME(S) HEREON WERE APPROVED BY THE TOWN PLANNING AND ZONING COMMISSION AT A MEETING HELD THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SIGNED: \_\_\_\_\_ CHAIRMAN

SIGNED: \_\_\_\_\_ TOWN PLANNING



# Appendix 1 – Conceptual Plan



**SITE DATA:**

ADDRESS: Multiple (see chart below)  
 PIN: Multiple (see chart below)  
 ACRES: Total: 243.43 AC. (10,690,931 SF)  
 CURRENT ZONING: AR & RR (Agricultural and Rural Residential)  
 CURRENT LAND USE: VACANT  
 PROPOSED LAND USE: Single Family Detached & Single Family Attached Homes  
 WATERSHED: Neuse River Buffer Area

WETLAND: 1,430,578 SF; 32.8 AC (13.4%)  
 RECREATION: 212,096 SF; 4.87 AC (2%)  
 OTHER OPS: 1,906,185 SF; 43.76 AC (17.8%)  
 TOTAL OPEN SPACE: 3,547,090 SF; 81.43 AC (33.2%)  
 TOTAL OPEN SPACE (Outside of Wetlands): 2,118,322 SF; 48.63 AC (19.8%)

**LEGEND:**

- OPEN SPACE
- 100' BUFFER WETLAND CONTROL MEASURE
- SINGLE FAMILY DETACHED HOMES
- SINGLE FAMILY ATTACHED HOMES

Compass rose showing North (N), South (S), East (E), and West (W). Below it is a graphic scale bar labeled "GRAPHIC SCALE" with markings for 0, 100, and 200 feet.

PRELIMINARY AND UNOFFICIAL DESIGN. All drawings and specifications are subject to final verification of these drawings by our clients. No responsibility is assumed for any errors, omissions, or inaccuracies. These drawings are intended for use in the design development phase of the project.

| Parcel No. | Parcel Address     | Pin Name   | Sheet Address      | Multi/Family | Units  | Acres  | Profile  | Physical Address     |
|------------|--------------------|--|--------------------|--------------|--------|--------|----------|----------------------|
| 2208       | 3015 LA            | CHAPL HILL FOUNDATION REAL ESTATE SOUTH BUILDING | 4074-12-00-400-000 | AR           | 5-12   | 4.70   | 40740012 | 0 3015 LA            |
| 2209       | 3075 CHURCH STREET | CHAPL HILL FOUNDATION REAL ESTATE SOUTH BUILDING | 4074-12-03-400-000 | AR           | 200-72 | 200.72 | 40740012 | 805 CHURCH STREET 21 |
| 2208       | CHURCH STREET DR   | CHAPL HILL FOUNDATION REAL ESTATE SOUTH BUILDING | 4074-12-03-400-000 | AR           | 15-20  | 40.00  | 40740012 | 0 CHURCH STREET DR   |
| 2208       | NEEP BRANCH RD     | CHAPL HILL FOUNDATION REAL ESTATE SOUTH BUILDING | 4074-12-13-500-000 | AR           | 7-4    | 40.00  | 40740012 | 0 NEEP BRANCH RD     |
| 2208       | LAURIE ELLIS RD    | CHAPL HILL FOUNDATION REAL ESTATE SOUTH BUILDING | 4074-12-01-700-000 | AR           | 30     | 40.00  | 40740012 | 0 LAURIE ELLIS RD    |



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** March 9, 2026

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** Council Meeting Minutes.

**Action Requested:** Approval of Minutes.

**Attachment:** Draft Minutes of the Council meetings listed below.

**Prepared By:** Donald Harvey, Town Clerk

**Date:** 2/25/2026

**ABSTRACT ROUTING:**

TC: 3/2/2026

TM: 3/3/2026

Final: tlp - 3/3/2026

**Supporting Documentation**

Approval of the following set of Council Meeting Minutes:

- December 22, 2025 Regular Meeting Minutes; and
- January 12, 2026 Regular Meeting Minutes; and
- February 9, 2026 Regular Meeting Minutes.

**Budgetary Impact:** NA.

**Recommendation:** Staff recommends Council approve the minutes.



**WINTERVILLE TOWN COUNCIL  
MONDAY, DECEMBER 22, 2025 - 6:00 PM  
SPECIAL / 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  
David Moore, Fire Chief  
Ron Mills, Electric Director  
Jessica Manning, Finance Director  
Evan Johnston, Building Inspector/Code Enforcement Officer  
Diane White, Parks and Recreation Director  
Stephen Penn, Planning and Economic Development Director  
Angela Fuller, Human Resource Director  
Willie Gay, Building Inspector/GIS Technician

**CALL TO ORDER:** Mayor Hines called the Winterville Town Council meeting to order on Monday, December 22, 2025, at 6:00 PM.

**INVOCATION:** Mayor Hines invited Mayor Carl Wilson to give the invocation. Mayor Wilson began by saying "Good evening, family" and led the Council in prayer, thanking God for allowing them to see another day, asking for the Holy Spirit's guidance during the meeting, and acknowledging that "Jesus is the reason for the season." He prayed that the Council would be "on one accord" and do what is best for the citizens of Winterville.

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

**WELCOME:** Mayor Hines welcomed everyone to the meeting and specifically acknowledged several distinguished guests in attendance: Mayor Carl Wilson from the Town of Bethel, Mayor Tina Brown from the Town of Robersonville, Pitt County Board of Commissioners Chair Mark Smith, Judge Wendy Hazelton who would be administering the oath of office, and former Council member Mildred Council, whom he described as a "long distinguished Council person for the city."

**ROLL CALL:** Mayor Hines conducted the roll call using electronic clickers, confirming that all council members were present.

## **APPROVAL OF AGENDA:**

Town Manager Parker announced one change to the agenda: Ross Peterson, who was scheduled to speak under public comment, would not be attending. However, Mat de Jesus would be speaking during the public comment period. Town Manager Parker noted that Ms. De Jesus's request was available at council members' seats.

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

## **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. Town Manager Parker asked Mayor-elect Hines to step forward for the oath of office administered by Judge Hazelton.
2. Councilwoman-Elect Shantel Hawkins sworn in by the Honorable Wendy S. Hazelton, District Court Judge.
2. Councilwoman-Elect Hawkins sworn in by the Honorable Wendy S. Hazelton, District Court Judge. Following Mayor Hines' swearing-in, Councilwoman-elect Hawkins came forward to take her oath of office from Judge Hazelton.
3. Councilman-Elect Johnny Moyer sworn in by the Honorable Wendy S. Hazelton, District Court Judge. Lastly, Councilman-elect Moyer stepped forward to be sworn in by Judge Hazelton.

## **APPOINTMENT OF MAYOR PRO-TEM.**

Town Attorney Lassiter explained the procedure for appointing a Mayor Pro Tem, noting it was outlined in their policies and procedure manual rule 3. He explained that Council members could nominate individuals for the position, and once nominations were closed, they would vote on each nominee in the order they were nominated. The person with the highest number of votes would be elected Mayor Pro Tem. Mayor Hines opened the floor for nominations.

**Councilman Moyer nominated Councilwoman Roberson for Mayor Pro Tem.**

**Councilwoman Hawkins nominated Councilwoman Harrell for Mayor Pro Tem.**

After calling for additional nominations three times with no response, Mayor Hines closed the nominations.

**The Council voted first on Councilwoman Roberson. The vote was 3 in favor and 2 against. Councilman Moyer, Councilwoman Roberson, and Councilwoman Smith voted in favor. Councilwoman Harrell and Councilwoman Hawkins voted against.**

**The Council then voted on Councilwoman Harrell. The vote was 2 in favor and 3 against. Councilwoman Harrell and Councilwoman Hawkins voted in favor. Councilman Moyer, Councilwoman Roberson, and Councilwoman Smith voted against.**

Mayor Hines announced that Councilwoman Roberson was elected as the new Mayor Pro Tem.

**RECESS.** Mayor Hines called for a 20-minute recess to allow for seat changes and photographs.

Following the recess, Mayor Hines called the council back to order.

## **RECOGNITION OF NEW EMPLOYEE:**

1. Alison Robbins, Customer Service Representative, Finance Department.  
Finance Director Manning introduced Alison Robbins as the new customer service representative in the finance department. Finance Director Manning noted that Robbins came with several years of customer service experience and had already fit right into the department within just a few weeks. Robbins addressed the council, saying "Good evening. My name is Alison. I have been here for about 3 weeks. I have enjoyed every minute of it, and I am very grateful for this opportunity." Mayor Hines welcomed her to "the family."

## **PUBLIC HEARINGS:**

### 1. Rucker Farm Rezoning

Planning and Economic Development Director Penn presented the rezoning request for Rucker Farm, located on the southwestern corner of Laurie Ellis Road and Old Tar Road. The applicant, Garden Street Community Southeast LLC, was requesting to rezone 109.55 acres from Agricultural Residential (AR) to R-10 Conditional District. The condition being that the development would provide at least 10% of open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields, or greens.

Planning and Economic Development Director Penn provided context by noting that Brookfield subdivision was to the north, Southbrook to the west, and they had recently rezoned an R-10 conditional district just across Old Tar Road to the east. He pointed out that a small single-family home in the middle of the property was not part of the rezoning request. During his presentation, several council members raised questions:

Mayor Pro Tem Roberson asked about utilities on the property. Planning and Economic Development Director Penn explained there was a gas easement running through the area that the developer would have to design around. After further discussion, it was clarified that a GUC gas station was located adjacent to but not part of the property being rezoned. Mayor Pro Tem Roberson expressed concern about building houses near the gas station, asking "And we have no control over that station because it belongs to Greenville Utility. Right?" Planning and Economic Development Director Penn confirmed that while they had no control over the station itself, they did have control over the zoning around it. Mayor Pro Tem Roberson remained unsatisfied, stating "I'm just not satisfied with gas being that substation and we approve housing around there, and I feel that we will lose control of it once we approve."

Mayor Hines interjected to clarify that there would be encroachments preventing building too close to utilities. Attorney Lassiter confirmed that GUC likely had a 30 to 60-foot wide easement with plenty of buffer, and that town ordinances might require additional buffering around the GUC facility.

Councilwoman Hawkins asked several questions:

- She requested clarification about GUC easements and responsibilities, particularly given past confusion about who would be responsible for charges. Manager Parker clarified that the infrastructure in question was natural gas, which GUC provides throughout town.
- She asked for a copy of the future land use character list that Planning and Economic Development Director Penn had shown, saying "this is the first time I recall seeing it, and it helps you to decipher when you are making decisions or you are voting for something." Planning and Economic Development Director Penn agreed to send a copy with important pages marked.
- She noted that while 10% was dedicated to open space for community amenities, she wanted to emphasize that "each home has at least 2 to 4 members in a home" and that "with each development comes each person, and each person has a need." She stressed the impact on departments and schools, saying "we have to make alignment and adjustment for the infrastructure." However, she expressed pleasure that this was "one of the first and initial developers that I have seen do this, and I am glad that they are doing it and keeping the people in mind."

Mayor Pro Tem Roberson asked about the 10% recreation dedication, specifically whether the developer would pay a recreation fee and who would develop the recreational areas. Penn explained that the subdivision ordinance gave flexibility for either the town or developer to develop the space, but that dedicating land meant they would not pay the fee in lieu of recreation. He noted they had not heard the applicants express desire to hand the land over to the town. Mayor Hines calculated that 10% would be roughly 11 acres.

Town Manager Parker reminded council about the statutory requirement for either a recreational fee to be paid for each subdivision or land dedication. Planning and Economic Development Director Penn explained that developers could either set aside land for recreational purposes or pay a fee in lieu of at the fair market value of what they would have dedicated.

Mayor Hines opened the public hearing for Rucker Farms. He asked if anyone wished to speak against the rezoning, then asked if anyone wished to speak in favor. When no one came forward, he closed the public hearing.

**Motion made by Councilwoman Smith and seconded by Councilman Moye to approve the rezoning of the Rucker Farm to R-10 conditional as it is consistent with the comprehensive land use plan and reasonable in the public's best interest. Motion carried, 4-1. Mayor Pro Tem Roberson opposed.**

**PUBLIC COMMENT:** Mayor Hines read the Public Comment Policy.

1. Ross Peterson – Town Services. (He was unable to attend the meeting).
2. Mat de Jesus addressed the council, beginning by congratulating the winners of the election: Mayor Hines, Mayor Pro Tem Roberson, Councilman Moye, and Councilwoman Hawkins. She specifically thanked Councilwoman Hawkins and Councilman Moye, saying "You all two made me feel so great. It was so touching. You made me feel important. You made me feel like I am part of. You got me all excited about this thing." de Jesus thanked the town for the beautiful decorations and outstanding parade, noting she had served as grand marshal. She expressed particular joy that "this is the first year that I got a chance to decorate my yard because no cars coming up in my yard, having accidents and tearing my yard all up. This year, nobody, not one single accident out there." She reflected on the town's motto, saying "when they used to say the slice of the good life? I used to wonder, what are they talking about a slice of the good life? I live in North Winterville, and I had not even crumbs." But she noted that "when this committee got up there, that slice started kicking in. I got a slice of the good life this year, and I am looking forward to a big slice for next year for 2026 because this team here is really working. I am so proud of all of you all." She concluded by wishing everyone a Merry Christmas and saying "you can look for a big grand year coming up for this team. This team is rolling. They got the boots on the ground."

**CONSENT AGENDA:**

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. Bike and Pedestrian Plan Grant Acceptance and Authorization.
7. NCDOT Agreement to Construct a Sidewalk on Mill Street.

Councilwoman Hawkins raised a concern about the consent agenda, stating "I know there is documentation that goes with that, and it is typically referenced on the computer or on digitally." She requested that in the future, "any consent agendas or any things that we have to peruse through or look through, be here present" in hard copy format. She explained "we are up until the minute of in the meeting where we might want to reference something again" and that she processes information better with paper copies. Mayor Hines asked if this was something the entire board wanted or if it was a personal request. After some discussion, it was agreed that Councilwoman Hawkins could work with the manager individually to get the information she needed.

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

**OLD BUSINESS:** There was no old business.

**NEW BUSINESS:**

1. Vac Trailer Purchase.

Assistant Town Manager Anthony Bowers presented a request to purchase a HERCO valve exercise trailer for the water department. The equipment was budgeted in the 2025-26 fiscal year at \$99,449. Bowers explained this equipment would help the water department exercise valves, maintain the water system, and work in emergency situations to dewater holes and use a pressurized system to ensure valves work properly. The item would be purchased off the North Carolina Sheriff's Association Purchasing Alliance.

**Motion made by Councilwoman Smith and seconded by Councilwoman Harrell to approve the purchase of the HERCO valve exercise trailer. Motion carried unanimously, 5-0.**

2. Cost Share Agreement with Garden Street Communities.

Assistant Town Manager Anthony Bowers presented a cost share agreement with Garden Street Communities for regionalization of pump stations. He explained the town's goal of reducing the number of sewer pump stations to maintain. The developer was building the Quail Trace subdivision and needed a pump station that was originally designed only for that subdivision. Through the agreement, the town would pay \$92,998 to increase the capacity from a 6-foot wet well to an 8-foot wet well and upgrade the force main from 4 inches to 6 inches. This would allow the station to service a much larger area south of Highway 903 to the creek and back down Highway 11 along Reedy Branch Road.

Councilwoman Smith asked about the total project cost to provide context. Bowers explained that an average pump station costs around \$2 million, and their two current regional stations were an \$8 million project. He emphasized that the biggest impact was reducing long-term maintenance responsibilities, as developers do not own stations forever - once accepted by the town, they become the town's responsibility to maintain.

**Motion made by Councilwoman Smith and seconded by Councilman Moye to approve the contract and cost sharing with Garden Street Communities for the upfitting of this pump station. Motion carried unanimously, 5-0.**

3. Resolution of Reimbursement -Fire and Police Department Two-Way Radio Communication Equipment.

Town Manager Parker explained that the town's last large-scale radio purchase was in 2012 when Pitt County Communications switched from VHF to the 700-megahertz system. The current portable and mobile radios had outlived their useful life. She noted that Winterville Police Department was operating

on both the Pitt County 700-megahertz system (portable radios) and the NC Viper 800-megahertz system (mobile radios), preventing fire rescue EMS and police from communicating when officers were in their cars. This had resulted in safety issues in recent months.

Manager Parker reported that Fire, Rescue, and EMS currently had 6 radios out of service, and repairs were difficult because the equipment was outside its useful life as of December last year. The proposal included replacing all radios for both departments with a 7-year warranty on each piece: 48 portable radios, 9 mobile radios, and 1 console for Fire Rescue EMS; 33 portable radios, 27 mobile radios, and 2 control stations for Police. The total cost was \$1,189,766.80.

Manager Parker explained this was not included in the budget because they did not have numbers during the budget process, but it had become urgent. A resolution of reimbursement would allow purchases to begin while funding sources were obtained. Due to the amount exceeding \$500,000, they would need Local Government Commission approval.

Mayor Hines added that he had been lobbying congresspeople including Congressman Murphy, Senator Budd, and Senator Tillis for funding, noting "we're not the only one across the state that's in this same predicament." He expressed hope they would be included in the next round of funding.

Councilwoman Hawkins raised several concerns:

- She wanted a specific list of radios per department, which Parker confirmed was in the proposal document.
- She asked about the consent agenda provision allowing citizens to address items and when they could do so.
- She questioned why this was not mentioned during budget meetings if they knew the radios were antiquated.
- She confirmed they would be taking out a loan for the purchase, with the amount depending on any state or discretionary funding received.

Councilwoman Hawkins expressed frustration, saying "I believe that the fire department has been in need of a lot - radios, vehicles, and everything else." She noted the police department had received over \$200,000 for body cameras and tasers and stated, "we need to kind of start fanning out the concentration of the investments." She emphasized that while safety is essential, "If we can amend the budget now and get a loan for a set amount, millions, hundreds, thousands, we need to start investing in moving the community multipurpose center along in that same magnitude and at that same capacity."

Councilwoman Smith responded, agreeing about the desire for a multipurpose center but stating "This issue though is one of immediate concern regarding safety." She noted that while they work toward a community center, they have options in the rec room, depot, and parks, but "if there are miscommunications between our fire, our police, and if there is an emergency or an issue, I think that it is imperative that we have equipment in place."

**Motion made by Councilwoman Smith and seconded by Councilwoman Harrell to approve staff's recommendation to purchase Fire and Police Department Two-Way Radio Communication Equipment. Motion carried 4-1. Councilwoman Hawkins opposed.**

**Motion made by Councilman Moye and seconded by Mayor Pro Tem Roberson to approve the resolution.**

During discussion, Councilman Moye asked if the county would help with funding since EMS is funded through the county. Manager Parker clarified that EMS is only partially funded through the county, and currently the sole cost is on the town.

Councilwoman Hawkins reiterated her concerns, stating "Right now, today, if fire, EMS, and the police department needed to communicate, they could." She added, "when we talk about, again, going back to the community center, we've been talking about it 21 years now. When is it time? Let us stop playing around, stop playing games."

Mayor Pro Tem Roberson shared an observation: "I noticed it went down the road, then all of a sudden, at the 4-lane, here comes the fire truck with its lights on, and then the rescue put their lights on. So, there is a great need for coordination between those departments because the lights on the rescue truck did not come on until after the fire truck had cleared the intersection."

**Motion carried 4-1. Councilwoman Hawkins opposed.**

4. Rivers and Associates, Settlement Agreement Mutual Release of claims.

Anthony Bowers presented a settlement agreement related to the sewer pump station project. During construction at the Church Street site (the southernmost pump station), changes were needed that required redesigning a manhole for a 12-inch gravity line. A design issue was not caught until field implementation, resulting in a miscommunication between the contractor and engineer. This required additional modifications costing \$10,908.98.

Since the issue was not the town's fault, it was determined the cost would be absorbed between the contractor and engineer. Rivers and Associates (the engineer) agreed to cover the cost at no expense to the town in return for a release of claim. The change order maintains the warranty on the project, and the release only applies to that specific manhole change, not the entire project. The town would receive a refund of \$10,898.

**Motion made by Councilman Moye and seconded by Councilwoman to approve the release of the claim for the Church Street manhole. Motion carried unanimously, 5-0.**

**OTHER AGENDA ITEMS:** There were no other agenda items.

**ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:**

Town Manager Parker stated these items would be moved to the annual planning meeting for discussion.

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

**ANNOUNCEMENTS:** Town Manager Parker announced the following:

- Town offices would be closed for Christmas holiday Wednesday, December 24 through Friday, December 26, with early closure at noon on Tuesday.
- New Year's holiday closure on January 1.
- Next agenda review meeting: Thursday, January 8.
- Next regular town council meeting: January 12.
- Town annual planning meeting Part 1: Tuesday, January 27 at 5:30 PM.
- Town annual planning meeting Part 2: Tuesday, February 3 at 5:30 PM.

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

Attorney Lassiter: he had no specific report but noted there would be a closed session per statute, including attorney-client privilege matters. He wished everyone a Merry Christmas and Happy New Year.

Councilwoman Hawkins: she began her report by reminding Town Manager Parker about promised reports on traffic stops and recreation inspections, which Parker provided at that time. Councilwoman Hawkins expressed frustration that she had not been given time to review them before the meeting and that the traffic stop report lacked the identifiers she had requested - specifically badge numbers to identify trends without violating confidentiality.

A lengthy exchange ensued where Councilwoman Hawkins read from email correspondence about her request for "date and time of stops, location of stops" and officer identifiers. She emphasized "I am speaking for myself" and that "traffic stops are, you know, the elephant in the room here in Winterville."

Manager Parker clarified that the report provided did include enforcement actions by driver demographics but not locations or badge numbers. She noted she follows standard protocol to consult the town attorney on statutory references. Parker stated, "you're asking for information for the council, but you and I are the only ones that have had the conversation."

Hawkins responded that all council members had been copied on the correspondence and "them not speaking does not negate what I am asking for nor does it negate my right to have it."

Attorney Lassiter committed to researching whether the identifier information was a public record and promised to provide an answer by Wednesday, January 7.

Hawkins also mentioned:

- An unanswered email to Assistant Town Manager Bowers about a resolution for Main and Mill Street.
- That there had never been a vote on delaying department reports to quarterly.
- A question about how citizens could speak on consent agenda items She concluded emotionally, saying "I am asking the council, the mayor, the council, the town manager, the attorney to work with me. Because the only thing that I am doing, I am keeping my eyes on the prize, and that is prioritizing the people and what they need." She shared that she had lost her mother about 10 months ago and noted "I have not had a single solitary person except for the town manager and doctor Harrell, over the last few months to ask me, how are you doing?" She emphasized the need for the council to work together, saying "We need to say, how are you doing?" She ended by saying her mother left her "with a gift, and that is to have a strong will in my heart for family, for faith, and for the people."

Councilwoman Harrell: she thanked staff and congratulated her fellow returning council members. She emphasized "leadership is at its best when we are cohesive, and we can work together. So, hopefully, when we all return, you know, for the New Year, we have our vision setting and things of that nature, for the people."

Mayor Pro Tem Roberson: she thanked the recreation director, chamber, and everyone involved in the winter celebration, noting "I think it was the biggest audience for a parade we've ever had." She wished everyone a safe holiday season and mentioned hearing "some movement on our housing program" with one senior getting housework done, promising a report in January.

Councilwoman Smith: she echoed thanks to staff and mentioned purposely driving through town around 6 PM to enjoy decorations. She thanked Electric Director Mills' department, recreation, police, and fire

for their holiday work. She noted business owners had commented on support received from the town's economic development and code enforcement staff, saying "I want to make sure that we are highlighting the things that are done well in our town." She concluded "We are a good town. We have lots of good staff. We have good people, and I hope everybody is graciously blessed by God this season and always."

Councilman Moye: he thanked everyone for the tree lighting ceremony, specifically thanking Parks and Recreation Director White from recreation. He also thanked Ms. Carmon "for what she done in assisting to help me to get the word out that I was interested in running again," noting "she supported everyone that had an interest of running. So that tells me a lot about you, your passion that you have for not just individuals, but for all the people." He complimented the modern lighting on Main Street, Mill Street, and "almost all the way down on Tar Road," and encouraged everyone to "shop, spend some money, and bring it back here in Winterville."

Manager Parker: she wished everyone a wonderful and safe holiday and said she looked forward to working with everyone next year.

Mayor Hines: he extended Christmas greetings to everyone in town and thanked the two visiting Mayors; Wilson and Brown, who were still present, saying "I'll be visiting your town as well."

**Motion made by Councilman Moye and seconded by Councilwoman Smith to go into 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. Motion carried unanimously, 5-0.**

**CLOSED SESSION:** Following the closed session.

**Motion made by Councilman Moye and seconded by Councilwoman Hawkins to return to Open Session. Motion carried unanimously, 5-0.**

**ADJOURN:**

**Motion made by Councilwoman Harrell and seconded by Councilman Moye to adjourn the meeting. Motion carried unanimously, 5-0. Meeting adjourned at 8:59 pm.**

Adopted this the 9<sup>th</sup> day of March 2026.

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Richard E. Hines, Mayor

ATTEST:

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Donald Harvey, Town Clerk



**WINTERVILLE TOWN COUNCIL  
MONDAY, JANUARY 12, 2026 – 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  
Veronica W. Roberson, Mayor Pro Tem  
Brandy Harrell, Councilwoman  
Shantel Hawkins, Councilwoman  
Johnny Moye, Councilman  
Lisa Smith, Councilwoman  
Keen Lassiter, Town Attorney  
Terri L. Parker, Town Manager  
Anthony Bowers, Assistant Town Manager  
Chris Williams, Police Chief  
David Moore, Fire Chief  
Cliff McGuffin, Public Works Director  
Ron Mills, Electric Director  
Jessica Manning, Finance Director  
Evan Johnston, Building Inspector/Code Enforcement Officer  
Diane White, Parks and Recreation Director  
Stephen Penn, Planning and Economic Development Director  
Angela Fuller, Human Resource Director  
Willie Gay, Building Inspector/GIS Technician  
Donald Harvey, Town Clerk

**CALL TO ORDER:** Mayor Hines called the meeting to order at 6:00 pm on Monday, January 12, 2026, welcoming everyone to the Winterville Town Council meeting and noting it was the first town hall meeting of the year 2026.

**INVOCATION:** Mayor Pro Tem Roberson delivered the invocation, offering thanks for the community and citizens present to conduct town business, and asking for guidance to make decisions in the best interest of the community.

**PLEDGE OF ALLEGIANCE:** Mayor Hines led the Pledge of Allegiance with all attendees standing and facing the flag.

**WELCOME:** Mayor Hines welcomed everyone again, introducing himself as Mayor and expressing hope that everyone had a great Christmas and New Year. He also welcomed both the audience members present and those watching the meeting live.

**ROLL CALL:** Mayor Hines conducted the roll call using electronic voting clickers, and all council members were present.

## **APPROVAL OF AGENDA:**

Town Manager Terri Parker noted one addition of a public comment and the deletion of one item under other agenda items (item 4). Mayor Hines asked for any other changes, and hearing none, called for a motion to approve the agenda.

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

## **INSTALLATION AND OATH OF OFFICE OF MAYOR PRO TEM:**

Mayor Hines noted that Judge Hazleton was running late, so they would postpone this item and return to it when she arrived.

## **PRESENTATIONS:**

### 1. Healthy Lives Healthy Choices – Valerie Walker

Before introducing the presentation, Mayor Hines shared a personal story about meeting Valerie Walker and her group at Market on the Square in June. He recounted how the ladies were checking blood pressure under a tree, and when they checked his, they told him to "go home right now" because his blood pressure was dangerously high. Mayor Hines admitted he had stopped taking his blood pressure medication, calling himself "a walking time bomb," and credited these ladies with saving his life by prompting him to contact his doctor and resume proper medication.

Valerie Walker, a retired nurse from Beaufort County, introduced herself and explained that Healthy Lives, Healthy Choices is a program under Transforming Christian Ministries. The group consists of women and some men whose passion is teaching people in communities and church congregations to live healthy lives. Walker shared her heartbreak at seeing people in hospitals with chronic diseases that could have been prevented.

Walker explained that their goal is to screen people, so they know their health numbers, understand what they mean, and get them within normal range. She emphasized that all services are free and volunteer-based, provided by women located in different churches across Pitt County and some in Beaufort County.

Why Winterville? Walker explained that Mayor Hines was not the only one with elevated blood pressure at the Market on the Square event. She stated that "99 percent of the people here in Winterville have high blood pressure," making it a significant concern requiring a plan to help residents.

Blood Pressure Education: Walker provided extensive education about blood pressure, explaining that:

- Blood pressure is called the "silent killer" because you can have high blood pressure for years without symptoms
- High blood pressure can damage vital organs, and once damaged, organs cannot be repaired
- Managing blood pressure prevents major events like kidney disease, diabetes, and heart disease
- Normal blood pressure is 120/80, with the systolic (top number) representing pressure when the heart beats and diastolic (bottom number) when the heart is at rest
- Elevated diastolic pressure often relates to stress
- Walker presented the blood pressure ranges:
- Normal: Less than 120 systolic and less than 80 diastolic
- Elevated: 120-129 systolic and less than 80 diastolic
- Stage 1 High Blood Pressure: 130-139 systolic
- Stage 2 High Blood Pressure: Greater than 140
- Crisis: Greater than 180 (risk of heart attack or stroke)

Know It, Control It Program: Walker described this American Heart Association evidence-based 4-month program that includes:

- Weekly blood pressure checks and monitoring
- Health coaching and education classes
- Team-based care and group sessions
- Lifestyle education and habit change support
- Free blood pressure monitors and educational materials

Program Benefits:

- Develops normal blood pressure or as close as possible
- Teaches blood pressure monitoring
- Provides proven effective blood pressure control
- Offers individual medication consultations if needed

Walker requested at least 10 people sign up to make it worthwhile to bring the program to Winterville. She emphasized the need for a location in Winterville for weekly meetings and potentially a permanent blood pressure station for self-monitoring.

Mayor Pro Tem Roberson asked about the sign-up deadline. Walker responded there was no deadline - once they have 10 people, they will start the process. She noted they need to determine a meeting location in Winterville to make it accessible for residents.

Mayor Hines thanked Walker for the information and confirmed that the group had called him the next day to check on his progress, demonstrating their follow-up commitment.

### **INSTALLATION AND OATH OF OFFICE OF MAYOR PRO TEM:**

The oath of office was administered by Judge Hazleton, with Mayor Pro Tem Roberson taking the oath. After the ceremony, Mayor Pro Tem Roberson thanked her family and friends present for their encouragement throughout her years of service, acknowledging that each person had played a special part in her service.

### **PRESENTATIONS:**

2. 2024-2025 Audit - Austin Eubanks, Thompson, Price, Scott, Adams & Company, P.A.

Finance Director Jessica Manning introduced Austin Eubanks from Thompson Price Scott Adams and Company in Wilmington, noting that each year they contract an audit firm to comply with general statutes, audit funds for correct accounting, and ensure proper controls are in place. Austin Eubanks, CPA, and certified fraud examiner, presented the audit for fiscal year ending June 30, 2025. He outlined his responsibilities under generally accepted auditing standards, government auditing standards, OMB uniform guidance, and state single audit implementation act.

Key Audit Findings:

- No significant deficiencies in internal control found
- Complete access to management and required information provided
- Jessica Manning and her team were "absolutely a pleasure to work with"
- No disagreements with management or difficulties performing the audit
- No irregularities or illegal acts found

New Accounting Changes: GASB 101 regarding sick leave was implemented, adding accrued sick leave to compensated absences. This resulted in prior period adjustments for water, sewer, and electric funds.

#### General Fund Performance:

- Total revenues and financing sources: \$14,644,000
- Total expenditures: \$13,329,000
- Positive net change: \$1,315,000
- Unassigned fund balance: \$12,400,000 (118.92% of expenditures, well above the required 25% minimum of \$3,300,000)
- Tax collection rate: 99.3%

#### Revenue Breakdown (Top 5):

- Ad valorem taxes: \$6,700,000 (48% of total revenues)
- Unrestricted intergovernmental (mainly sales tax): \$4,200,000
- Sales and services: \$1,300,000
- Investment earnings: \$655,000
- Restricted intergovernmental (grants): \$613,000

#### Expenditure Breakdown by Department:

- Public safety: \$5,374,000 (40%)
- General government: \$3,000,000 (23%)
- Public buildings: \$1,500,000 (11%)
- Transportation: \$1,200,000
- Cultural and recreation: \$986,000
- Debt service: \$615,000
- Environmental protection: \$582,000

Fund Balance Analysis: Showed steady increases from \$13,400,000 in 2022 to \$17,900,000 in 2025, with available fund balance of \$12,425,000.

#### Other Major Funds:

- Safe Routes for Schools: \$30,031 revenues, \$29,642 expenditures, ending balance \$30,950
- Recreation Parks Grant: \$123,000 transfers, new program ready for utilization

#### Proprietary Funds:

- Electric Fund: \$7,500,000 revenues, operating income \$148,000, net position \$13,650,000
- Water Fund: \$1,700,000 revenues, operating loss \$476,000, net position \$6,179,000
- Sewer Fund: \$3,300,000 revenues, operating income \$173,000, net position \$9,800,000
- Stormwater Fund: \$545,000 revenues, net position \$8,800,000

Cash Analysis: Detailed breakdown showing substantial cash reserves across all funds, with general fund having \$15,600,000 unrestricted and \$1,500,000 restricted.

FPIC Letter: Required annual letter regarding transfer policy, though not applicable to Winterville since they are not part of Eastern Electric, but still must be submitted.

Eubanks concluded by noting the healthy fund balances and plenty of cash reserves for any emergency situations like COVID or floods.

Motion: Councilwoman Smith moved to officially accept the 2024-25 audit report, seconded by Councilwoman Harrell. Motion carried unanimously.

**Motion made by Councilwoman Smith and seconded by Councilwoman Harrell to officially accept the 2024-25 audit report. Motion carried unanimously, 5-0.**

## **PROCLAMATIONS:**

### 1. Human Trafficking

Darrell Ange, Project Coordinator with North Carolina Stop Human Trafficking, expressed gratitude that Winterville recognized the anti-trafficking movement and declared January as Human Trafficking Awareness Month. Pitt County Coalition Background: Formed in 2016 to address human trafficking in Pitt County. Ange invited all council members, staff, and anyone interested to join the coalition, with the next meeting March 6th at 9:30 am at Beyond Blue Neighborhood Center on Arlington Boulevard.

Alarming Statistics: According to the National Human Trafficking Hotline, North Carolina ranked #9 in human trafficking prevalence in 2024, marking three consecutive years in the top 10. The state's ranking has worsened from #14 in 2016 to #12 in 2020. Economic Scale: Human trafficking grew from a \$150 billion annual business in 2021 to \$236 billion in 2024, making it the fastest-growing illegal industry worldwide.

Local Impact: Both sex trafficking and labor trafficking occur in North Carolina and Pitt County:

- Sex trafficking: Most common locations are residential-based businesses and massage parlors
- Labor trafficking: Most common in agriculture and domestic work
- 75% of reported cases involve females
- 26% involve minors, with average ages 12-14

Underreporting Issue: Ange emphasized these numbers only reflect cases reported directly to the trafficking hotline, not accounting for law enforcement investigations, DSS/CPS work, or women's shelters serving trafficking victims. Familial Trafficking: Increasingly common problem where children are trafficked by their own family members - parents and relatives exploiting the children they should protect.

Root Cause: Ange explained it is "simply a business" - if there's demand, especially for women and children, someone will supply it. The only way to stop trafficking is to reduce and eventually end the demand. Distinction Between Smuggling and Trafficking: Ange clarified that human smuggling (like transporting people across borders) is a crime against immigration laws, while human trafficking is a one-on-one crime against an individual person, exploiting vulnerabilities like substance abuse or poverty.

Educational Resources: The group offers webinars, with one scheduled for the next day at 2 pm and another on January 27th. They provided flyers and ribbons to show recognition of Human Trafficking Awareness Month.

Mayor Hines asked about North Carolina's high ranking, suggesting proximity to I-95 and I-64 as contributing factors. Ange confirmed this but emphasized that much trafficking occurs locally, citing 57 extractions his organization performed in Pitt County in the previous year.

The council posed for a group photo with the human trafficking awareness representatives to show their support for the cause.

**PUBLIC COMMENT:** Mayor Hines read the public comment policy rules before beginning the 30-minute public comment period.

### 1. Ross Peterson – Public Services

Ross Peterson of 2434 Cannon Road addressed the council, expressing appreciation for the town's healthy budget and financial management. However, he advocated strongly for bringing back weekly

recycling services that were previously eliminated, arguing that the claimed cost savings were offset by tax increases, raises, and other expenditures that far exceeded any recycling savings. Peterson referenced previous comments by " Councilwoman Hawkins" that "the town works for the citizens, not the other way around," and criticized the town's trend toward reducing services rather than improving them. He argued that Winterville's growth has been built on basic services - home ownership, good utility rates, low taxes, and quality services - rather than special amenities.

Peterson made several specific requests:

- Focus on providing better utility rates
- Maintain or reduce taxes
- Lower recreation sport signup costs for families
- Eliminate or avoid creating fees that should be covered by taxes
- Help homeowners with a workable inspection department
- Bring back construction pickup services
- Stop charging nonprofits for inspections (which the town previously did not do)
- Ensure town planning and ordinances promote homeownership over rentals

He concluded by asking the council to continue what made Winterville "the community of faith, neighborly fellowship, and a town that provides the best services to the citizens in 2026."

2. Mat de Jesus – Happy New Year; Congratulations Mayor Pro Tem; Winterville Black Trailblazers.

Mat de Jesus wished everyone a Happy New Year and complimented recent work on Main Street, noting good safety improvements. He congratulated Mayor Pro Tem Roberson on her swearing-in, sharing that someone told him they call Boys Street "Veronica Street" because of her hard work getting that street project completed.

De Jesus humorously recounted initially being upset about losing yard space for the street widening, sidewalks, and corner rounding, but ultimately being happy because it made his yard prettier and gave him less grass to cut.

Event Announcements: de Jesus announced two upcoming events organized by Winterville Historic and Art Society in cooperation with Winterville Black Trailblazers and Pioneers:

- Series 3 Celebration - February 15, 3-5 pm: Features hospitality bags for first 50 sign-ins, door prizes, awards, refreshments, \$15 booklets for sale, and an African Italian fashion show. Hosted at Winterville Charter Academy School on Bays Water Road, open to all races and the whole community with unlimited seating.
- Winterville Black Trailblazer Part 2 - February 22: At The Depot on Railroad Street, sponsored by the Human Relations Board, featuring worldwide history education, refreshments, and limited seating due to fire safety requirements.

de Jesus concluded by thanking the mayor for sharing his blood pressure story, noting "it's a good thing you got your eyes on some pretty women because they save your life."

### **CONSENT AGENDA:**

Items included in the Consent Agenda:

1. Fortner Commercial LLC (Reedy Branch Storage) Annexation – Schedule Public Hearing.

**Motion made by Mayor Pro Tem Roberson and seconded by Councilman Moye to approve the consent agenda. Motion carried unanimously, 5-0.**

**OLD BUSINESS:** There was no old business to discuss.

**NEW BUSINESS:**

1. Eleven at Main Phase 3 Preliminary Plat.

Planning and Economic Development Director Penn presented this preliminary plat for a site located on the southeastern corner of Main Street and Highway 11. The applicant, Britt Development Company of Archdale, proposes 17 three-bedroom single family attached units (townhomes) on 1.52 acres of property number 907779.

Zoning and Permits: The site is zoned multifamily residential, which requires a special use permit for this use. The owners obtained the special use permit from the Board of Adjustments at their May 19, 2025 meeting.

Development Features:

- Dedication of recreation space around the units
- Guest parking provided
- All roads for the development already in place
- Two sets of units on Cooper Street
- One set fronting 11 at Main Drive
- One set fronting Cooper Street
- Sidewalks surrounding the development
- Community recreation land (gray areas) for all residents

Technical Review: Penn explained that all projects first go to the Technical Review Committee (TRC), which includes all town department heads and outside agencies like NCDOT, GUC, and utility providers. Only after TRC approval do projects proceed to planning and zoning, then town council. Councilwoman Hawkins asked for clarification about the Technical Review Committee, noting this was her first-time hearing of it. Mayor Hines and other council members confirmed it had been a standard part of the process since they joined the board. Penn explained it ensures projects meet all departmental and external agency standards before reaching council.

Infrastructure Concerns: Councilwoman Hawkins expressed concerns about growth impacts, noting that 17 additional units mean more families, which creates more trash, water usage, traffic, and school congestion. She emphasized the need to align infrastructure with growth and asked about coordination with public schools. Penn confirmed they report growth to the county, which provides yearly estimates to schools.

Stormwater Management: Mayor Pro Tem Roberson asked about retention ponds. Penn indicated they likely have sufficient on-site retention, but this would be verified during construction drawing review, with additional retention required if needed.

**Motion made by Mayor Pro Tem Roberson and seconded by Councilwoman Smith to approve the 11 at Main Phase 3 preliminary plat. Motion carried 4-1. Councilwoman Hawkins opposed.**

2. Vernon Square Preliminary Plat.

Planning and Economic Development Director Penn presented this commercial subdivision on the northeastern corner of Highway 11 and Vernon White Road, covering 14.32 acres with 7 commercial lots plus one stormwater infrastructure lot. The applicant is ARC Consulting Group, and the site is zoned general business.

Access and Traffic Studies: Penn emphasized this map differed significantly from the initial submission due to extensive reviews by the town and NCDOT with traffic studies. The current configuration has been approved by NCDOT and includes:

- Ingress and egress on Vernon White Road (shifted as far from the intersection as possible per NCDOT requirements)
- Ingress and egress on Beacon Drive (full access)
- Egress only on Highway 11 (no entrance allowed)
- Site Layout:
  - Three commercial sites fronting Highway 11
  - One site on Vernon White Road
  - Three interior sites
  - Significant turn lane and traffic upgrades required
  - Internal road system to serve interior sites

Technical Approvals: The project received Technical Review Committee approval and NCDOT approval for driveway connections and access before coming to planning and zoning and town council.

Councilwoman Hawkins requested clarification of "ingress and egress" for public understanding. Penn explained ingress means the ability to enter the site, egress means the ability to exit, with NCDOT allowing full access at two points and exit-only at the Highway 11 location.

Motion: Councilwoman Harrell moved to approve the Vernon Square preliminary plat, seconded by Councilman Moyer. Motion carried unanimously.

**Motion made by Councilwoman Harrell and seconded by Councilman Moyer to approve the Vernon Square preliminary plat. Motion carried unanimously, 5-0.**

### 3. Purchase Underground Primary Wire.

Electric Director Mills requested permission to purchase 10,000 feet of 750 MCM underground cable for \$147,223 for the Old Tar Road widening project. The town has sufficient funds and will be reimbursed once the project is completed.

Motion: Councilwoman Smith moved to approve the purchase of 10,000 feet of underground primary wire, seconded by Councilman Moyer. Motion carried unanimously.

**Motion made by Councilwoman Smith and seconded by Councilman Moyer to approve the purchase of 10,000 feet of underground primary wire. Motion carried unanimously, 5-0.**

## **OTHER AGENDA ITEMS:**

### 1. Solar Energy: Benefits for Our Growing Population - Councilwoman Hawkins

Councilwoman Hawkins addressed environmental health concerns raised during her campaign by residents and potential residents. She noted that with over 1,000 population growth per year, more people means more pollution, and asked what the town is doing for environmental preparation. Hawkins inquired about solar panels, incentives for developers incorporating solar energy, and "green bonds" - funding mechanisms for developers to implement solar energy solutions. She emphasized the need to address greenhouse effects, severe storms, droughts, and health risks. Planning and Zoning Response: Penn stated they do not currently have incentives for solar or alternative energies, suggesting someone from electric or utilities departments would better address energy creation questions.

Electric Department Response: Ron Mills confirmed the town does not have a solar program, though homeowners can install their own panels with proper permits and inspections. However, the town does not offer buyback power from residential solar panels. Mills deferred inspection regulation questions to the town manager.

Town Manager Response: Town Manager Parker explained that solar panel installations require inspection through their department. Many incentive programs have reached their sunset periods. She detailed the town's renewable energy requirements:

- Must purchase renewable energy credits
- Must purchase solar credits and poultry credits annually
- Purchase power from Kings Mountain Energy Center, a natural gas-generated plant

Councilwoman Hawkins expressed intent to continue advocating for environmental initiatives, suggesting workshops, and bringing in professional experts, particularly around Earth Day in April. Parker offered to provide more detailed information about the town's current renewable energy obligations in layman's terms.

### 2. Citizen Review Board: Transparency, Accountability and Public Trust - Councilwoman Hawkins

Councilwoman Hawkins presented concerns about racial disparities in traffic stops and proposed establishing a citizen review board for transparency and public trust. She requested legal guidance from Town Attorney E. Keen Lassiter about the council's authority to establish such a board. Legal Authority: Attorney Lassiter confirmed the town has legal authority to establish a citizen review board by ordinance or resolution but stated he would need to research the best structural approach and specific authorities the board would have.

Traffic Stop Data: Councilwoman Hawkins presented data from a six-month period (June 15 to November 15) showing:

- Total traffic stops: 1,235.
- Black people stopped: 810 times (66% of stops).
- White people stopped: 362 times (29% of stops).
- This represents clear disparity given Winterville's demographics: 36% Black population, 56% White population.

Board Purpose: Councilwoman Hawkins outlined the proposed board's functions:

- Bring transparency, fairness, and informed oversight.
- Identify patterns and disparities.
- Assess fairness and bias in enforcement.
- Enable accountability while protecting privacy.
- Provide evidence for initiating reviews.

- Support policy reform.

Analysis of Enforcement: Councilwoman Hawkins detailed her analysis showing:

- Inequitable enforcement distribution.
- Officers using inconsistent discretionary practices.
- Variety of reasons concentrated on while higher-risk safety reasons ignored.
- Lack of consistent departmental standards.
- Detected systemic issues validating community concerns.

Councilwoman Hawkins emphasized this represented evidence-based reform needs, continued audit efforts for investigative stops, and benchmarking requirements. She stated she would continue presenting evidence monthly until a review board is established, with goals of strengthening public trust in law enforcement and local government while increasing equitable enforcement.

### 3. Volunteer Boards: Purpose, Stipulations, Clarifications - Councilwoman Hawkins

Councilwoman Hawkins addressed previous concerns about favoritism regarding volunteer board appointments, specifically referencing her daughter's application for the Human Relations Board college student position. She noted that Mayor Pro Tem Roberson had initially raised favoritism concerns but later reconsidered her position.

Background Issue: Councilwoman Hawkins explained that her daughter, a 4.0 GPA college student at Pitt Community College, was the only applicant meeting criteria for the college board member position, but the recommendation was stopped due to favoritism concerns because she was Councilwoman Hawkins' daughter.

Policy Needs: Councilwoman Hawkins emphasized the need for:

- Standard concrete policies not subject to being swayed.
- Clear reference documentation for volunteer board criteria.
- Proper encouragement for youth volunteers.
- Understanding that youth are future leaders.

Mayor Pro Tem' s Clarification: she explained her change of opinion was based on the fact that the young lady was already volunteering with the Human Relations Board, working on blanket distribution and other activities. She noted that college members do not have voting privileges anyway, so she is already doing everything a college representative would do.

Application Process: Councilwoman Hawkins requested that applications be provided in advance for council review and collaboration, rather than receiving them at meetings. She noted discrepancies in when applications were provided electronically versus in hard copy during meetings. Councilwoman Hawkins announced her intention to recommend her daughter again in February, emphasizing that volunteer boards should be open to all qualified applicants regardless of family connections.

Mayor's Response: Mayor Hines noted they would address policy concerns at the January 27th meeting and confirmed that while applications are provided both electronically and in hard copy at meetings, this has been the standard practice.

### **ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:**

Mayor Hines emphasized that essential training for newly elected and seasoned officials is available February 12-13 in Rocky Mount, with the town covering costs. The training includes required ethics training. Alternative training is available in Chapel Hill, and ethics training may also be available online.

### **QUARTERLY REPORTS FROM DEPARTMENT HEADS:**

Town Manager Parker noted that department heads were prepared to give quarterly reports, with written reports included in the agenda packet for public viewing online.

Monthly vs. Quarterly Reports Clarification: Councilwoman Hawkins asked when the switch from monthly to quarterly reports occurred. Parker explained that monthly reports continue to be sent to council via email, but quarterly reports are now provided in writing in agenda packets for public access online. This change was discussed at the August meeting without formal vote, with no council opposition noted.

Sunshine List: Councilwoman Hawkins mentioned that citizens can request to be added to a notification list for meeting information. Town Clerk Harvey confirmed citizens can email him to be added to the list for agenda notices and packets for any public bodies they wish to follow.

Building Inspection/Code Enforcement Department:

Building Inspector Johnston reported significant residential activity with Villa Grande, Brookstone, Eli's Ridge, and Cornerstone developments ongoing, with various homes under construction, empty lots, and recent certificate of occupancy completions.

Commercial Projects:

- PCC Welding building approaching Temporary Certificate of Occupancy (TCO), expecting full Certificate of Occupancy around March.
- Christ Covenant School expansion received full TCO with one remaining item for final inspection.
- 2035 Flower Drive project almost underway with temp power inspection completed.
- 2592 Railroad Street (tethered) project received CO and is open.

Johnston also noted ongoing work with the town attorney on minimum housing code enforcement issues, with grass code enforcement slower during winter months. Certificate of Occupancy Clarification: Johnston explained different types of TCO's - some for moving equipment and supplies (requiring life safety systems), and full TCO's allowing normal operations with only minor items remaining.

Electric Department:

Electric Director Mills reported 442 general work orders completed and 220 service disconnections for nonpayment or late payment. The department removed Christmas decorations from Market on the Square and completed battery replacements at Old Tar substation and South Church Street substation.

Infrastructure Projects:

- Working with Mike Taylor on finalized plans for Old Tar relocation.
- Started infrastructure work in Copper Creek with PVC installation complete.
- Planning to set transformers and pull wire next quarter.
- Ongoing secondary service work in Brookville and Eli's Ridge.

Mayor Hines thanked Mills and his staff for quick power restoration on Christmas Eve, noting positive community feedback. Councilman Moye asked about upgrading wooden poles to metal poles during the Tar Road project, requesting cost differential information since the town would only pay the difference for upgrades while being reimbursed for standard replacements.

Finance Department:

Finance Director Manning reported that the 2024-25 audit was submitted to the Local Government Commission, with the required FPIC letter due within 60 days. The department is beginning next year's budget planning with the first meeting January 27th.

Current Activities:

- 2025 tax bills were due January 6th with interest added to delinquent accounts.
- Working on RFPs to banks for equipment and vehicle financing.
- Still accepting applications for Green Lamp one-time utility assistance program, with 12-month reapplication eligibility for previous recipients.

**Fire Department:**

Fire Chief Moore reported the radio project and master plan are underway, with stakeholder interviews expected in the coming month as they complete information gathering from various departments.

**Annual Statistics:**

- Nearly 1,800 total calls for the year.
- 134 overlapping calls (multiple simultaneous incidents).

**Human Resources Department:**

Human Resource Director Fuller announced the classification and pay study goals to present personnel policies at the February meeting.

**Open Positions (as of December):**

- Parks and Recreation: concession attendant, baseball court scorekeeper.
- Site supervisor position removed due to insufficient applications.
- Fire and Police: part-time firefighter, police officer.

**Internal Postings:**

- Electric line supervisor and meter/electric services supervisor positions closed December 19<sup>th</sup>.
- Interviews scheduled soon.

**Upcoming January Postings:**

- Police chief, police sergeant, equipment operator, fire inspector, construction inspector.

**Annual Christmas Dinner:** December 4th event included silent auction raising \$390 for the food pantry, with thanks to Mayor Hines and Steve Williams' wife Penny for donations.

**Retirement:** Clifton Hannah retired December 31st.

**Parks and Recreation Department:**

Parks and Recreation Director White reported busy senior programs including October Winterville tours and bingo activities. Adult programs feature yoga twice weekly and upcoming Zumba classes.

**Sports Programs:** Fall sports concluded, with spring baseball, peewee, and tee ball programs beginning.

**Special Events:** Participated in Wintergreen Primary fall festival and Hope Middle School community carnival. Hosted Fright Fest, GLOW Golf, Christmas parade and tree lighting ceremony with growing annual attendance.

**Maintenance:** Conducting weekly park inspections to ensure facility readiness.

**Planning and Economic Development Department:**

Planning and Economic Development Director Penn reported continued residential growth on Winterville's west side (Copper Creek, Quail Trace, Villa Grande) and east side (Eli's Ridge, Southbrook).

**Annual Growth Statistics:**

- 78 new homes constructed
- Estimated 188 new residents (using 2.41 people per house calculation)

- Major nonresidential projects: Christ Covenant addition, Pitt Community College
- Vernon Square commercial development expected this year

Public Works Department:

Public Works Director McGuffin highlighted major infrastructure projects:

Pump Stations:

- Chapman Street pump station now in service, with old station awaiting demolition after final touch-ups.
- Church Street pump station delayed due to wrong impellers shipped, but startup scheduled January 22<sup>nd</sup>.

Storm Water: Completed Channel Drive storm water repair with positive community feedback.

Equipment: Grass truck was down for several months but repairs underway with expected return in 3-4 weeks.

Upgrades: Installing electrical component upgrades at pump stations for better alarm communications to replace outdated systems.

Police Department:

Town Manager Parker reported police department activities including senior watch, safe driving events, coffee with a cop, Halloween Fright Fest, cops on the roof, and shop with a cop program. Community Partnerships: Created partnerships with Parks and Recreation and Chamber of Commerce for various events including senior bingo, glow golf, and Easter events. Safety Initiatives: Participating in Vision 0 task force and South Central safety intervention process, with officers speaking to senior groups and HOA's about safety. Recognition: Chief Williams named Public Servant of the Year 2025 by Winterville Chamber of Commerce. New Personnel: Hired two new officers - Officer Bailey and Officer Payne, who council will meet soon.

**ANNOUNCEMENTS:**

Mayor Hines highlighted key upcoming events:

- Coffee with a COP: Friday, January 16th, 9:00-10:30 am at Cooper's Cup.
- Martin Luther King celebration at Pitt Community College: January 15th, 9-10 am.
- Town offices closed Monday for King's Holiday.
- Town Annual Planning Meeting: January 27th at 5:30 pm at Town Hall with meal provided.

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

Councilman Moye: Asked about Mill Street sidewalk status. Assistant Town Manager Bowers reported receiving NCDOT grant funding for the segment from Main Street to Rural Community Fire Department, taking a phased approach while the full project from Main to Highway 11 awaits higher MPO scoring. Engineering will be done by NCDOT on their timeline with some minor utility changes required. Cemetery expansion project update: Engineering completed, DEQ permit issued before holidays, ready for bid process. Estimated cost around \$350-375,000, with bids expected to go out within 6 weeks. Councilman Moye also wished everyone safe and enjoyable holidays and hoped for continued unity, offering his best efforts to assist constituents.

Councilwoman Smith: Thanked the finance department for audit work and all departments for behind-the-scenes community service. Acknowledged the fire department for several holiday incidents and wished everyone a healthy, prosperous 2026.

Mayor Pro Tem Roberson: Encouraged citizens with hypertension to register for the blood pressure program and provided information about tax reduction programs for seniors and disabled veterans available at Town Hall or through her personal assistance. Thanked all departments for the fantastic Christmas event with growing family attendance. Asked about potential town sponsorship for the nation's 250th anniversary celebration this summer. Town Manager Parker indicated willingness to entertain ideas.

Councilwoman Harrell: Thanked all department heads, staff, and citizens for their service and attendance. Emphasized her priority of "whole person health" and announced a partnership with NC MedAssist for their first-ever visit to Winterville. NC MedAssist Mobile Pharmacy Event: February 20th, 9:00 am – 2:00 pm at the Train Depot, featuring free over-the-counter medication giveaway open to all Pitt County residents. Ordering period: January 20th-February 13th via QR code or paper forms available through council members or town staff. ECU Health partnership involved, with volunteers needed. Councilwoman Harrell emphasized that community wellness creates a thriving town and provided information about accessing paper forms for those unable to use QR codes.

Councilwoman Hawkins: Declared 2026 as the year to "address and get things fixed," emphasizing this is decisive action, not divisive behavior, aimed at achieving greatness while maintaining unity. Informed citizens about police complaint forms available on the website, encouraging people to file complaints for constitutional violations or unprofessional conduct and follow up on findings. Thanked Assistant Town Manager Bowers for professional assistance with communication and alleviating traffic obstruction issues on Main and Mill Street. Highlighted the fire department for going "above and beyond" despite previous budget concerns she had raised about police department funding. Promoted urgent repair applications available for eligible citizens and reminded residents they have her continued voice and vote. Concluded that speaking necessary truths, though uncomfortable, represents nobility through high morals, principles, and ideals. Encouraged community service in honor of Martin Luther King Day and reminded that school is out January 21st.

Town Attorney Lassiter: Wished everyone Happy New Year, noting no specific report but referencing the scheduled closed session pursuant to identified statutes and purposes.

Town Manager Parker: Wished everyone Happy New Year and expressed anticipation of working with everyone in the coming year.

Mayor Hines: Congratulated volunteer firefighter "Mister Al" who was retiring Wednesday after years of dedicated service, noting he was "always there" and would be greatly missed by the fire department. Encouraged more citizen attendance at meetings, wanting to see the assembly room "packed with people" in 2026 so residents can see council faces and work, emphasizing that citizens voted for the council members and should come witness their service.

**Motion made by Councilwoman Smith and seconded by Councilwoman Harrell to go into Closed Session.**

**NCGS § 143-318.11. (3)** To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.

**NCGS § 143-318.11. (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.

**Motion carried unanimously, 5-0.**

**CLOSED SESSION:**

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

**ADJOURN:**

**Motion made by Councilwoman Harrell and seconded by Mayor Pro Tem Roberson to adjourn the meeting. Motion carried unanimously, 5-0. Meeting adjourned at 9:48 pm.**

Adopted this the 9<sup>th</sup> day of February 2026.

\_\_\_\_\_  
Richard E. Hines, Mayor

ATTEST:

\_\_\_\_\_  
Donald Harvey, Town Clerk



**WINTERVILLE TOWN COUNCIL  
MONDAY, FEBRUARY 9, 2026 – 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 Pro Tem Veronica W. Roberson Hines presiding. The following were present:

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

**CALL TO ORDER:** Mayor Pro Tem Roberson called the meeting of the Winterville Town Council to order at 6:00 pm on Monday, February 9, 2026.

**INVOCATION:** The invocation was given by Councilwoman Harrell.

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

**WELCOME:** Mayor Pro Tem Roberson welcomed everyone to the meeting, expressing appreciation for the attendance and thanking those interested enough in town government to give up time on this evening to come out. She specifically welcomed County Commissioner Smith to the meeting.

**ROLL CALL:** Manager Parker conducted the roll call using remotes. All council members were present and accounted for with the exception of Mayor Hines, who had an emergency that afternoon and could not attend the meeting.

**APPROVAL OF AGENDA:**

Manager Parker noted one change to the agenda, stating that New Business item number 2, the Southbrook cost share agreement, was being pulled from the agenda and would be omitted for the evening.

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

**PROCLAMATIONS:**

1. Black History Month

Town Clerk Harvey read the Black History Month proclamation, which recognized February 2026 as Black History Month with the theme "A Century of Black History Commemorations." The proclamation honored the profound contributions, achievements, and resilience of Black Americans throughout the nation's history and called upon community members to reflect on the significant achievements of Black Americans.

Mayor Pro Tem Roberson commented on the proclamation, noting that it spoke to Winterville's heritage. She shared personal memories of her father being a town employee years ago and remembering the various men who worked for the town and the different people who made up the community, all contributing together. She applauded the historical society for their inclusive presentation of Winterville's history, ensuring that all parts of the community are covered without discrimination or leaving anyone out.

**PUBLIC HEARINGS:**

1. Fortner Commercial LLC (Reedy Branch Storage) Annexation.

Planning and Economic Development Director Penn presented the public hearing for the Fortner commercial property, also known as Reedy Branch storage units, located at 4771 Reedy Branch Road beside the Sarah Law softball complex. He explained that this was a 3.7-acre site with applicant Tyler Fortner and ARC Consulting Group. The site features a building of just over 44,000 square feet that has been under construction over the past few months, with 9,500 square feet designated for office use requiring sewer connectivity, which was the reason for the annexation request.

Penn noted that staff recommended approval of the annexation, believing it would be a great commercial addition to the town. The annexation, if approved, would become effective February 28, 2026.

Mayor Pro Tem Roberson opened the public hearing, asking for speakers in favor of or against the annexation. No one spoke for or against the proposal. Mayor Pro Tem Roberson closed the public hearing.

**Motion made by Councilman Moye and seconded by Councilwoman Harrell to approve the annexation petition. Motion carried unanimously, 5-0.**

**PUBLIC COMMENT:** Mayor Pro Tem Roberson read the Public Comment Policy. Manager Parker noted that there were two speakers for public comment.

1. Chad Moore – Speaking to Town Officials. (Amanda).

Amanda Moore addressed the council, expressing nervousness about speaking publicly. She introduced herself as a longtime Winterville resident since 1990, having grown up two blocks away at the corner of Main and Academy and graduating from what she called "the best school right here" in 2004. She explained that she bought a house in Barefoot Landing in 2004, met her husband Chad in 2022, and they built a home in Holly Grove in 2023 while continuing to own both properties.

Moore explained that her husband Chad Moore was the former baseball coach at AG Cox, having been removed from those duties on Wednesday, January 21st, due to her speaking with Councilman Moyer. She had known Councilman Moyer for over 30 years and had spoken with him on the night of January 14th about getting help with their baseball field. Coach Dillon had been talking with Parks and Recreation about having them till up the field, and she had simply asked if there was some way, they could get help, as they had received help in previous years.

Moore expressed frustration that the situation "kind of blew up," noting that Councilman Moyer had only spoken to one other person besides her. She questioned why someone at Parks and Recreation, the school, or somewhere else did not want her husband to do a job he was "darn good at." She asked why, as a taxpayer and 30-plus year resident, she could not talk to council members and why people paid by tax money were taking out comments or questions on other people.

Moore stated that the situation made her feel like citizens do not have a voice and questioned whether that meant the council was not necessary, though she did not believe that was true. She expressed concern about not being able to bring concerns to elected officials, saying there would be no point in having any of this if citizens could not do so. She concluded by stating that people who do not want questions being asked do not need jobs in the town. Manager Parker responded that she would be in touch with her.

## 2. Mat de Jesus – Events.

Mat De Jesus began with humor about jogging, then expressed appreciation for Mayor Pro Tem Roberson's earlier comments about the historical society. She announced a wonderful program about black trailblazers and pioneers in Winterville, inviting the whole community regardless of race. She mentioned a 22-year-old young woman who would speak about taking care of older people in Winterville, both black and white residents. de Jesus noted the town's aging population and expressed his desire to be the longest living person in Winterville, believing the young woman would help take care of her.

de Jesus also praised the improvements to the intersection at "Mill and Boyd" (referencing a local intersection), noting that while it used to be dangerous with cars piling up in her yard, during the recent snow and ice, there was not a single accident, which she considered something good happening in Winterville.

### **CONSENT AGENDA:**

Items included in the Consent Agenda:

1. Integrity Church Annexation Direct Town Clerk.
2. Farmstead Subdivision Annexation Direct Town Clerk.
3. Farmstead Subdivision Annexation: Schedule Public Hearing.
4. Farmstead Development Agreement: Schedule Public Hearing.
5. Southbrook Phase 3 Rezoning: Schedule Public Hearing.

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

**OLD BUSINESS:** There was no old business for the evening.

### **NEW BUSINESS:**

1. NCDOT Utility Relocation Agreement for Old Tar Road Electric.

Assistant Town Manager Anthony Bowers presented the Old Tar Road utility relocation agreement with NCDOT. He explained that this was a standard contract allowing NCDOT to reimburse the town of Winterville for the relocation of electric lines, with the town eligible for reimbursement in the amount of \$1,498,362.

Bowers clarified that this was not the actual contract for the work but rather the contract with NCDOT for reimbursement of the work. He indicated that the actual contract that was bid out would come before council at their March meeting for approval. The expectation was to begin work around April 30th, really starting in May, with the electric line relocation process lasting throughout the summer for about 120 days. The actual road construction work was scheduled to start in spring of 2027.

Councilman Moye sought clarification about the May 2026 start date for electric line relocation versus the road construction start date.

Manager Parker asked Town Attorney Lassiter if council wished to approve the agreement pending his review. Attorney Lassiter confirmed he had looked at it that day and there was one thing he and Bowers had discussed that Bowers was going to look into. He requested council approval subject to that one last matter being resolved with DOT, stating he was otherwise fine with the contract.

**Motion made by Councilman Moye and seconded by Councilwoman Smith to approve the utility relocation agreement subject to the town attorney's review of one matter. Motion carried unanimously, 5-0.**

## 2. Southbrook Cost Share Agreement

This item was pulled from the agenda.

## 3. Student Board Appointments - Winterville Human Relations Board

Manager Parker explained that this was a continuation item regarding the Winterville Human Relations Board's bylaws, which state that the board may appoint up to two high school students and up to two college students for representation on the board as non-voting members. She noted there were three applicants in the packet: two high school dual enrollment students and one college-enrolled student.

Councilwoman Hawkins expressed pleasure at having the applicants and their investment in the town, noting they are future leaders and she was excited about them coming aboard.

Motion: Councilwoman Harrell moved to accept all three students who had applied to be part of the human relations board: Chantasia Morris (college student) and the two high school students, Sarah Stewart and Kholey Stromas. The motion was seconded.

**Motion made by Councilwoman Harrell and seconded by Councilwoman Hawkins to accept all three students who had applied to be part of the human relations board: Chantasia Morris (college student) and the two high school students, Sarah Stewart and Kholey Stromas.**

Manager Parker clarified that the students would not have voting rights but would be full participating members of the board. Councilman Moye asked about attendance requirements, and Manager Parker confirmed that the bylaws would apply to everyone.

**Motion carried unanimously, 5-0.**

## **OTHER AGENDA ITEMS:**

1. Ongoing Rationale: Establishment of Civilian Advisory Review Board-Traffic Stops Data.

Councilwoman Hawkins continued her presentation from the previous month about establishing a civilian advisory review board, highlighting ongoing disparities in traffic stop data. She emphasized that these disparities did not just emerge in 2025 but were long-standing issues.

Councilwoman Hawkins first asked whether the town of Winterville had ever had a traffic stop policy for law enforcement. Attorney Lassiter stated he was not aware of one, and Manager Parker indicated there might be a reference in the police department policies and procedures, which were currently being reviewed through a risk assessment process with the North Carolina League of Municipalities.

When Councilwoman Hawkins asked when this risk assessment started and when council members should have been made aware, Manager Parker explained that Councilwoman Harrell had brought the process to their attention several months ago. Manager Parker noted it had been reported in departmental reports and was well over a year-long process that would likely be extended due to the change in police chief leadership.

Councilwoman Harrell provided background on her recommendation for the NCLEA (North Carolina Law Enforcement Accreditation) process, explaining that concerning reports and emails about disparities regarding African American drivers being targeted had prompted her to speak with Chief Williams about the accreditation process. She described NCLEA as an accrediting body recognized for best practices across the state that strengthens policies and procedures supportively rather than punitively.

Manager Parker explained that completing the risk assessment through the League of Municipalities would offer a reduction in the town's liability insurance rates and position the town closer to state accreditation. She noted that when an agency is accredited, there's significant work and potentially additional personnel needed, but they would report to council when approaching that stage.

Councilwoman Hawkins appreciated learning about the NCLEA process but emphasized that it should work hand-in-hand with, not replace, a civilian advisory review board. She wanted her detailed traffic stop statistics placed on the record, noting that out of 1,235 people searched in a little over six months, 810 were Black people. She broke down the numbers further: 147 Black males searched versus 28 white males, and 53 Black females searched versus 22 white females.

For the full year of 2025, Hawkins reported 318 Black males searched versus 51 white males, and 115 Black females searched versus 37 white females. She characterized this as a blatant disparity that should have been tracked well before.

Councilwoman Hawkins noted that of the 810 Black people stopped, there were 419 verbal warnings and only 31 written warnings, explaining that verbal warnings stop the paper trail of who was stopped and why. She stated that an advisory board would serve to conduct these audits to spot-check and ensure equity in stops.

Councilwoman Hawkins mentioned that the stops were concentrated in about four main areas and that she planned to follow up to determine if these were high-crime areas compared to other areas in Winterville, and to examine how the ratio of race played into the pattern. She emphasized that numbers do not lie and expressed shock that these numbers had been available without action being taken sooner.

## 2. Town Hall/Community Conversations.

Councilwoman Hawkins referenced the town hall held the previous March where community members came out to ask questions of the council. She requested planning for another town hall because "the town is made up of its people" and "we must hear their voices," noting they had recently heard that citizens' voices matter.

Councilwoman Hawkins indicated that if the rest of the council did not want to have a town hall, she would have one herself for community conversation.

**Motion made by Mayor Pro Tem Roberson asking the human relations board to plan and implement a community conversation meeting in the spring, which would give flexibility of time and enough time to plan since they were in winter.**

Councilwoman Hawkins sought clarification about whether this would include the council being present for citizens to address them directly, distinguishing between a town hall where citizens interact with council versus community conversations.

**The motion initially died for lack of a second. Motion seconded by Councilwoman Harrell to enable discussion.**

During discussion, Councilwoman Harrell sought clarification about whether the council would be involved for questions, and Councilwoman Hawkins reiterated her preference for a town hall where citizens could address the council directly.

Mayor Pro Tem Roberson questioned the difference between the proposed format and the current public comment period, where citizens can already address the board. Attorney Lassiter explained that if council members were present, it would need to be a properly noticed special called meeting, but the agenda could be structured as a town hall meeting.

Town Clerk Harvey clarified that the previous town hall meeting was held on March 7, 2024 (not 2025 as initially stated), was properly advertised, and was called "the town hall meeting."

**Mayor Pro Tem Roberson withdrew her motion, and Councilwoman Hawkins withdrew her second.**

**Motion made by Councilwoman Hawkins and seconded by Mayor Pro Tem Roberson for a town hall meeting in Winterville between the town council and citizens, to be scheduled in early spring or March.**

Councilwoman Smith asked about coordination with work sessions for date planning. Councilwoman Hawkins suggested using a poll format similar to the planning sessions, likely during weekday evenings for better attendance. Manager Parker confirmed they usually try to hold such meetings during weekday evenings.

Regarding planning, Councilwoman Hawkins noted that the previous town hall had the chamber of commerce as moderator, but they might use a different format this time. She indicated she could have something planned within a week, and if fellow council members wanted to collaborate in planning, they could do so successfully. Councilwoman Harrell offered to help with planning.

**Motion carried unanimously, 5-0. with Councilwoman Hawkins and Councilwoman Harrell designated to plan the town hall.**

### 3. Procedural Practices: Maintaining Integrity of the Process/Open Meeting Law Concerns.

Councilwoman Hawkins expressed concern about policies, procedures, and the format of how policies and procedures have been followed. She referenced her previous concerns about Rule 20, the changing of Mayor Pro Tem, and general supervision of the police department, noting that policies and procedures had not been updated in several years.

Councilwoman Hawkins emphasized wanting certainty that policies and procedures are conducted with integrity rather than personal retaliation, procedural manipulation, or bad faith. She stressed the need to go "by the book" rather than feelings since they represent people from "0 through 100." Through research, she found that policies and procedures in established towns should be updated and reviewed every one to three years.

Councilwoman Hawkins recalled that when she reactivated the citizen complaint form via the police department, it had not been established in 19 or 20 years. She noted various ordinances and policies had not been updated, expressing concern that not having up-to-date policies and procedures was dangerous for a town because they were referencing decades-old materials.

Councilwoman Hawkins emphasized she was not being adversarial but was preventing trouble by ensuring up-to-date policies and procedures that should be reviewed between one and three years. She criticized spending time in the first planning meeting discussing volunteer advisory boards while not addressing traffic stops or other emergent issues and getting those policies together.

Mayor Pro Tem Roberson responded that when she came on the board, they did not have a set of procedures. The current procedures were developed after she joined the board and were approved by the board. She acknowledged they may need updating and that they were planning a session for that purpose soon. Roberson noted the board had existed for many years without formal procedures and that during her and Councilman Moye' s tenure, they had also revised the public comment policy, showing the board's openness to change.

Mayor Pro Tem Roberson mentioned times when the majority voted to veer from rules and procedures, which surprised her as someone who believes in following established rules. She acknowledged the upcoming budget season's demands but committed to scheduling the necessary work sessions for policy and procedure updates, asking each board member to dedicate time and effort to the process.

Councilwoman Smith sought clarification between ordinances and policies/procedures, noting that policies and procedures can be set by each board and are not mandatory, serving as guidelines set by the current board. She emphasized the distinction between ordinances (which must be followed) and policies/procedures when discussing safety, security, and rule-following.

Councilwoman Hawkins responded that she was well aware of the difference between policies/procedures and ordinances, noting that policies and procedures come from the board while ordinances derive from state and federal law. She criticized "procedural manipulation, bad faith, and doing things by policy and twisting and mixing them up" as not showing accountability or responsibility. She characterized such behavior as "temperamental" and personal rather than standing on established policies and procedures.

Councilwoman Hawkins reiterated that policies and procedures had not been updated in close to two decades, with ordinances varying from one to three decades without updates. She emphasized that her concerns were not personal but were based on facts and numbers, stating that someone who identifies things to improve the town protects future and current residents.

Councilwoman Smith clarified that her previous comments were for the audience's benefit to understand the distinction between ordinances and policies/procedures. Councilwoman Hawkins maintained that her focus was not personal but was about objecting to the facts: two decades, almost three decades of unchanged policies, while jumping to discuss less important matters than traffic stops. She emphasized that good governance should be based on law, fact, and the people rather than conditional feelings.

#### 4. NC MedAssist Community Medication Access Event.

Councilwoman Harrell announced the free over-the-counter medication giveaway scheduled for February 20th from 9 am to 2 pm at the train depot. She emphasized that this event was for all of Pitt County, not just Winterville residents. Councilwoman Harrell expressed excitement about being at the table to speak for Winterville's needs, noting the event reflected commitment to improving health access with basic resources.

She detailed available items including Tylenol, cold and flu medications, allergy medications, vitamins, and general wellness supplies. No insurance was required, and participation was completely free. She requested that Manager Parker continue promoting the event on town platforms and noted that volunteers could sign up through a link until the day of the event.

For those wanting medications rather than volunteering, people needed to sign up by Friday, February 13th. Councilwoman Harrell emphasized the value given expensive medication costs and noted that collaboration represented their commitment to people-centered solutions and meeting residents where they are with wellness needs.

Mayor Pro Tem Roberson shared her positive experience attending the health department event the previous year, encouraging citizens to participate. She noted that the recreation director had made copies of brochures for seniors at the senior drop-in program and committed to helping any seniors register by phone, though she understood registration might be full.

Councilwoman Harrell offered to check registration status and inform Manager Parker to announce on platforms if registration was closed, viewing full registration as a positive signal that people were utilizing the free resource. She noted that seniors would get registration assistance the following Thursday.

Councilman Moyer asked about registration contact information, and Councilwoman Harrell explained people could fill out forms or register online, with Manager Parker available to help if needed. Councilwoman Smith asked about volunteer age requirements, learning there was an 18-year old minimum age requirement.

#### 5. NCLEA Engagement and Accreditation Support.

This item was covered in conjunction with the first item in the Other Agenda Item regarding the civilian advisory review board.

#### **ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:**

Manager Parker indicated several items were coming up and she would send out polls for scheduling. Mayor Pro Tem Roberson asked whether the risk assessment report would come to council first before being shared elsewhere. Manager Parker confirmed that council would see where they stand in the risk assessment and any recommendations made.

Regarding policies, procedures, and ordinances as two different things, Manager Parker confirmed they would need at least one but probably more than one work session. She explained that council would review ordinances (though not expecting detailed overview of technical ordinances like planning and subdivisions) while staff would do the same, then meet together to discuss changes. Manager Parker noted that American Legal, the company that codifies their ordinances, would do a total recodification once changes were made and informed to them. American Legal would take the changes and current code, make the changes, review for conflicts with state or federal laws, then recodify the books with everyone receiving new publications.

Manager Parker described the code of ordinances as almost a fluid, living document, noting that Town Clerk Harvey sends changes to American Legal at least quarterly as council adopts new or amended ordinances. Town Clerk Harvey updated that American Legal's current process allows uploading changes the day after adoption, with ordinances primarily available online rather than printed books to solve the out-of-date problem, providing almost instantaneous updates. Manager Parker acknowledged this showed her remembering the old school way and noted the improved routine updating capability. She indicated she would send out dates for at least the first workshop to discuss council rules of procedure and the code of ordinances.

### **ANNOUNCEMENTS:**

Town Clerk Harvey drew attention to the separate announcements page, noting early voting for the primary starts Thursday, February 12th, with the primary election on March 3rd. He referenced Councilwoman Harrell's earlier mention of the MedAssist pharmacy event and other ongoing regular activities, offering to field any questions.

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

Councilwoman Hawkins began by stating, "When your conscience knocks, you must answer. When your conscience knocks, you must not ignore it." She cited North Carolina General Statute 168-75, which establishes that each council member is part of the legislative body and exercises independent judgment and legislative discretion. She emphasized there are no prerequisites, oaths, or legal obligations requiring agreement with the majority to serve as an elected official. Councilwoman Hawkins stated that the body operates within a democratic system, not a system of enforced consensus, and that differences in belief, perspective, and opinion are not only lawful but foundational to representative government. As an elected councilwoman, she declared herself a representative of the people, not a robot. She asserted her constitutional and statutory right to speak, question, and dissent without fear of retaliation, intimidation, insinuation, or accusation. She warned that any attempts to characterize independent judgment as misconduct, disloyalty, or disruption reflected an unspoken and improper expectation of conformity rather than lawful governance, and that any retaliation would be met with strong and appropriate defense.

Councilwoman Hawkins then addressed Pastor Darren Carmon, noting that everyone knew him for having a lawsuit against the town of Winterville. She explained that prior to the lawsuit, Pastor Carmon was spoken of highly, given commendations, and proposed as hero of the year in Winterville. However, when Pastor Carmon learned of different things that supported his innocence, he was no longer spoken about and the town did not admit any wrongdoings despite the lawsuit. Councilwoman Hawkins stated it was her opinion and right in her role as a town official to acknowledge that Darren Carmon, having been incarcerated for a total of 8 years of a 40-year sentence, was both pardoned by Governor Cooper and exonerated, which she described as a legal declaration of innocence. She emphasized this was of her free will and soul-searching accountability to verbalize her thoughts and position. Councilwoman Hawkins concluded that any person, Christian or otherwise, with a conscience did not need to admit wrongdoing, but a simple acknowledgment would suffice. She reiterated, "When conscience knocks, you must answer."

Councilwoman Harrell thanked staff and council for their community work and service to citizens. She wished everyone a happy Black History Month, acknowledging the shoulders she stands on to be in her seat, emphasizing she was there to serve and was excited to continue serving with everyone, especially Winterville's citizens. Regarding Valentine's Day, Councilwoman Harrell encouraged thinking about love beyond the holiday—what type of love people show their neighbors and actions rooted in love, whether giving groceries, hand sanitizer, wellness kits, or paying it forward. She urged practicing love toward one another not just during February but all days to come, noting that times were frustrating and difficult with everyone going through something, encouraging kindness.

Councilman Moyer thanked staff for their continued work and expressed gratitude to citizens, emphasizing that citizens truly run the wonderful town and without them, the town could not be where it is today. While acknowledging staff performance, he emphasized that citizens help provide for the town. Councilman Moyer gave special thanks to EMS and the fire department, sharing that they had responded to his home Saturday night during heavy snow for an alarm malfunction. He praised their professional response without any complaints despite the weather conditions and equipment checking everything thoroughly. He expressed gladness to be part of the town and appreciation for their supportive staff, especially noting their obvious love for what they do. Councilman Moyer reflected that "you don't appreciate it until you need it," noting it is easy to talk about services until you are part of needing them. Once it happens to you, he said, you develop a different level of passion and love for the service.

Councilwoman Smith thanked every resident for coming out to support and participate in the public session, assuring that each council member takes the privilege of being there as just that—a privilege and honor to serve the community as a whole. She expressed gratitude for the opportunity to serve, to serve with each individual on council, and thankfulness for staff and community.

Town Attorney Lassiter reported he had no report for the evening.

Mayor Pro Tem Roberson thanked her daughter and granddaughter for attending to help support her in her position, expressing appreciation. She thanked staff and everyone who helped during the unusual snow weather experience and thanked attendees for coming to the meeting. Mayor Pro Tem Roberson reflected that when serving on the board and walking through daily life, they encounter many opportunities to learn from people and their different opinions, since no one sees things the same way. She noted often learning by listening to others and understanding their perspectives, emphasizing that experiences help people become better. She concluded that they are all striving to be better each day.

Manager Parker thanked staff profusely for good work and communication during the previous week's winter weather event, hoping they would not have anything similar for a long time, having not had such an event in a long time. She thanked council for responsiveness to her many communications, hoping she did not drive everyone crazy, and expressed appreciation for folks coming out safely that night and to those tuning in.

**ADJOURN:**

**Motion made by Councilman Moyer and seconded by Councilwoman Hawkins to adjourn the meeting. Motion carried unanimously, 5-0. Meeting adjourned at 7:33 pm.**

Adopted this the 9<sup>th</sup> day of February 2026.

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Richard E. Hines, Mayor

ATTEST:

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Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** March 9, 2026

**Presenter:** Jessica Manning, Finance Director

**Item to be Considered**

**Subject:** Budget Amendment 2025-2026-5.

**Action Requested:** Approval of the Budget Amendment.

**Attachment:** Budget Amendment 2025-2026-5.

**Prepared By:** Jessica Manning, Finance Director

**Date:** 2/25/2026

**ABSTRACT ROUTING:**

TC: 3/2/2026

TM: 3/3/2026

Final: tlp - 3/3/2026

**Supporting Documentation**

This is the fifth Budget Amendment for the 2025-2026 Fiscal Year.

The first item in this budget amendment addresses the need to increase the Public Buildings Maintenance and Repair Facility line item by \$29,000 to cover the cost of mold remediation in the Town Hall and the Police/Fire/Rescue buildings. It also increases the Public Buildings Capital Outlay line item to account for the purchase of land on the west side of Winterville for the purposes of developing parks and a Police/Fire substation. These items will be funded through fund balance appropriation.

The second item addresses the need to increase the Grant Proceeds line item in the Recreation Fund to account for a grant received in the amount of \$25,000 for the 2026 ENC Cal Ripken State Tournament.

The third item addresses the need to increase the Electric Capital Outlay line item in the amount of \$1,353,800 for the NCDOT Old Tar Road Widening Project Electric Line Replacement. These funds will be reimbursed back to the Town.

The fourth item in this amendment increases the Electric Sales revenue line item by \$766,000 to account for the addition of the Power Cost Adjustment to the utility bills for the remaining of the fiscal year. The Electric Purchase for Resale line item will also be increased by \$766,000 as well to cover the cost of the increased natural gas prices. The Power Cost Adjustment will help offset the increase in Purchase for Resale.

**Budgetary Impact:** Budgetary Impact of \$3,133,800.

**Recommendation:** Staff recommends Council approve the Budget Amendment.

**BUDGET ORDINANCE AMENDMENT 25-26-5**

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 |
|----------------------------|------------|-----------------|--------------|----------|
| Fund Balance Appropriation | General    | 10-0000-00 3831 | \$ 989,000   |          |
| Grant                      | Recreation | 15-0000-00 3415 | \$ 25,000    |          |
| Grant                      | Electric   | 60-0000-00 3415 | \$ 1,353,800 |          |
| Sales                      | Electric   | 60-0000-00 3901 | \$ 766,000   |          |
|                            |            |                 |              |          |
|                            |            |                 |              |          |
|                            |            |                 |              |          |

**Total** **\$ 3,133,800** **\$ -**

**SECTION 2. Appropriations are to be changed as follows:**

| LINE ITEM DESCRIPTION                 | Fund       | Department       | Account         | Increase     | Decrease |
|---------------------------------------|------------|------------------|-----------------|--------------|----------|
| Maintenance & Repair - Facility       | General    | Public Buildings | 10-4260-00 4239 | \$ 29,000    |          |
| Capital Outlay                        | General    | Public Buildings | 10-4260-00 7150 | \$ 960,000   |          |
| ENC Cal Ripken State Tournament Grant | Recreation |                  | 15-6010-00 6110 | \$ 25,000    |          |
| Capital Outlay                        | Electric   |                  | 60-8010-00 7150 | \$ 1,353,800 |          |
| Purchase for Resale                   | Electric   |                  | 60-7110-00 4302 | \$ 766,000   |          |
|                                       |            |                  |                 |              |          |
|                                       |            |                  |                 |              |          |
|                                       |            |                  |                 |              |          |

**Total** **\$ 3,133,800** **\$ -**

Adopted the 9th day of March 2026.

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Richard E. Hines, Mayor

\_\_\_\_\_  
Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** March 9, 2026

**Presenter:** Jessica Manning, Finance Director

**Item to be Considered**

**Subject:** Audit Contract for Fiscal Year 2025-2026

**Action Requested:** Approval of the Audit Contract with Thompson, Price, Scott, Adams & Co., P.A.

**Attachment:** Audit Contract.

**Prepared By:** Jessica Manning, Finance Director

**Date:** 2/24/2026

**ABSTRACT ROUTING:**

TC: 3/2/2026

TM: 3/3/2026

Final: tlp - 3/3/2026

**Supporting Documentation**

Each year the Town Council must approve the contract with the audit firm that it will use for its independent review of the Town's Finances. The Council approved the audit contract with Thompson, Price, Scott, Adams, & Co., PA for the 2023-2024 fiscal year audit and the following 2 years at the June 2024 Town Council meeting. We are recommending that we use Thompson, Price, Scott, Adams, & Co., PA out of Wilmington, NC again this year. This firm is highly respected and one of the leading firms in the area. We were pleased with their services again last year. The firms audit staff was efficient, communicated well, and completed and submitted the audit to the LGC on time. Audit firms specializing in local government audits are continuing to be difficult to contract, as well as finding a firm that can be depended on to complete the audit in a timely manner.

**Budgetary Impact:** The Audit Contract is covered by the annual appropriation for audit services in the Finance Department Budget. The total cost of the contract is \$49,000.

**Recommendation:** Staff recommends Council approve the Audit Contract.

|     |  |
|-----|--|
| The | Governing Board  |
| of  | Primary Government Unit                                    |
| and | Discretely Presented Component Unit (DPCU) (if applicable) |

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

|     |                 |
|-----|-----------------|
| and | Auditor Name    |
|     | Auditor Address |

*Hereinafter referred to as Auditor*

|     |                    |                                     |
|-----|--------------------|-------------------------------------|
| for | Fiscal Year Ending | Date Audit Will Be Submitted to LGC |
|-----|--------------------|-------------------------------------|

*Must be within six months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by “U.S. Auditing Standards – AICPA (Clarified),” referred to as generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). Budgetary comparison information shall be prepared in accordance with applicable GASB standards. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented as required supplementary information and shall not be included in the basic financial statements. Any other budgetary comparison information shall be presented only as supplementary information for funds required to be budgeted under NCGS Chapter 159, Article 3.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Generally Accepted Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$1,000,000 for federal and state single audits, or such other threshold as applicable for the fiscal year under audit. This audit and all associated audit documentation may be subject to review by federal and State agencies in accordance with federal and State laws, including the staff of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form (form SF-FAC) to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards* (2018 revision or subsequent revisions, as applicable) issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he or she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and to the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon the Auditor's receipt of an updated peer review report. If the audit firm receives a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed, and the report of audit submitted to LGC Staff, within six months of fiscal year end. At the time of the execution of this contract, if the parties know that the anticipated submission date of the audit exceeds six months after fiscal year end, a written explanation shall be provided to the Secretary of the LGC on this contract form (see the space provided on Page 7). If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as they relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth the Auditor's findings, together with his or her recommendations for improvement. That written report shall include all matters determined to be "significant deficiencies and material weaknesses" in accordance with AU-C §265 "Communicating Internal Control Related Matters Identified in an Audit" of GAAS. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an Auditor issues an AU-C §260 report, "Auditor's Communication With Those Charged With Governance," commonly referred to as a "Governance Letter," LGC staff does not require the report to be submitted unless the Auditor cites significant findings or issues from the audit, as defined in AU-C §260 paragraphs 12 - 14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious for which the Auditor consulted outside the engagement team and, in the Auditor's judgment, are significant and relevant to those charged with governance, and other findings or issues that the Auditor believes are significant and relevant. If matters identified during the audit were required to be reported as described in AU-C §260 paragraphs 12 - 14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal Single Audit Act and the State Single Audit Act. This does not include fees for any pre-issuance reviews that may be required by the North Carolina Association of Certified Public Accountants (NCACPA) Peer Review Committee or North Carolina State Board of CPA Examiners (see Paragraph 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the Secretary of the Local Government Commission to obtain a pre-issuance review or take corrective action as a result of peer review findings or quality control deficiencies, such corrective action shall be consistent with the authority and requirements of the North Carolina State Board of Certified Public Accountant Examiners, the AICPA Peer Review Program, and established Local Government Commission practice, including the use of report addenda or other remedial measures, as appropriate.

14. In accordance with G.S. 159-34, the Finance Officer of the Unit is responsible for filing the audited financial statements with the Secretary of the Local Government Commission.

The Auditor may upload the audit report and related documents through the LGC's electronic submission system; however, submission shall not be deemed complete until the Finance Officer has reviewed and certified the submission.

The Auditor, Finance Officer, other Unit staff member designated by the Finance Officer, or a third party approved by the Unit may enter all Data Input Report information except the information on the "transmittal doc info" tab. The "transmittal doc info" tab must be completed by the Auditor.

The Finance Officer shall review, approve, and certify the accuracy and completeness of the Data Input Report (DIR) in the LGC's LOGOS system prior to LGC review, regardless of whether the DIR is prepared by the Auditor or the Unit.

Finance Officer certification is required for any corrected or revised submissions.

Finance Officer certification of the DIR shall be completed in a timely manner following notification that the DIR is ready for review and within time frames prescribed by the LGC. Failure to complete certification in a timely manner may result in the audit being considered late due to unit action rather than auditor performance.

The Auditor shall conduct the audit in accordance with generally accepted auditing standards and shall ensure that the financial statements are prepared in accordance with generally accepted accounting principles as of the fiscal year end. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented in required supplementary information, separate from the basic financial statements, and shall not be included in the audit opinion. The Auditor shall confirm that such information reconciles to the financial statements and is consistent with applicable accounting guidance and any LGC reporting requirements.

The Finance Officer shall certify in a timely manner that all data inputted in LOGOS used for preparation of the financial statements and required supplementary information is complete and accurate.

For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and preaudited if the change includes a change in audit fee (preaudit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Paragraph 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in The Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and Finance Officer also shall be included on this contract.
20. The contract shall be executed, preaudited (preaudit requirement does not apply to hospitals) and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
26. E-Verify. The Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if the Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 or 2024 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.
- All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, the Auditor must document and include in the audit workpapers how the Auditor reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.
28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The Auditor shall present the audited financial statements including any compliance reports to the Government Unit's Governing Board or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary of the LGC. The Auditor's presentation to the Governing Board or audit committee shall include:
- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the Auditor, and any other issues related to the internal controls or fiscal health of the Government Unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the Auditor regarding internal controls as required by current auditing standards;
  - b) the status of the prior year audit findings;
  - c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
  - d) notification to the Governing Board that the Governing Board shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under Rule 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary of the LGC through the LGC's LOGOS system, including completion of the Data Input Report (DIR). Submission is not complete and shall not be accepted by the LGC until the Finance Officer has reviewed and certified the DIR in accordance with Paragraph 14 of this contract.

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Paragraph 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and Units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>.

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. **Applicable to audits with fiscal year ends of June 30, 2025, and later.** The Unit authorizes the LGC to grant access to the LGC's LOGOS system, including the Data Input Report (DIR), to employees of the contracted audit firm who are associated with and acting on behalf of the firm for purposes of performing audit and reporting services under this contract. Such access shall be limited to the scope necessary to perform contracted services and shall not relieve the Auditor or the Unit of their respective responsibilities under this contract.

34. Changes or edits to the text of this contract form are not permitted, except for the Secretary's authority to revise or update this contract form pursuant to LGC Rule 20 NCAC 03. 0502.

**For contracts with an anticipated audit submission date exceeding six months after fiscal year end, please use this space to explain the reason for the late submission, as required by Paragraph 6 of this contract form:**



**SIGNATURE PAGE**

**AUDIT FIRM**

|  |                |
|--|----------------|
| Audit Firm*  |                |
| Authorized Firm Representative (typed or printed)* | Signature*     |
| Date*  | Email Address* |

**GOVERNMENTAL UNIT**

|  |                |
|--|----------------|
| Governmental Unit*   |                |
| Date Governing Board Approved Audit Contract*<br><b>(Enter date in box to right)</b> |                |
| Mayor/Chairperson (typed or printed)*  | Signature*     |
| Date   | Email Address* |

|  |               |
|--|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature     |
| Date   | Email Address |

**GOVERNMENTAL UNIT – PREAUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

|   |                |
|---|----------------|
| Sum Obligated by This Transaction:                            | \$             |
| Primary Governmental Unit Finance Officer* (typed or printed) | Signature*     |
| Date of Preaudit Certificate*                                 | Email Address* |

**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

|  |                |
|--|----------------|
| DPCU*  |                |
| Date DPCU Governing Board Approved Audit Contract*<br>(Enter date in box to right) |                |
| DPCU Chairperson (typed or printed)*   | Signature*     |
| Date*  | Email Address* |

|  |               |
|--|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature     |
| Date   | Email Address |

**DPCU – PREAUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

|  |                |
|--|----------------|
| Sum Obligated by this Transaction:       | \$             |
| DPCU Finance Officer (typed or printed)* | Signature*     |
| Date of Preaudit Certificate*            | Email Address* |

Remember to print this form, and obtain all required signatures prior to submission.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** March 9, 2026

**Presenter:** Stephen Penn, Planning and Economic Development Director

**Item to be Considered**

**Subject:** Integrity Church of Greenville, NC Annexation Petition.

**Action Requested:** Schedule Public Hearing for April 13th Town Council Meeting.

**Attachment:** Annexation Petition, Resolution of Elders, Metes and Bounds/Legal Description, Annexation Map, & Certificate of Sufficiency.

**Prepared By:** Stephen Penn, Planning and Economic Development Director

**Date:** 2/25/2026

**ABSTRACT ROUTING:**

TC: 3/2/2026

TM: 3/3/2026

Final: tlp - 3/3/2026

**Supporting Documentation**

Applicant: The Elders of Integrity Church of Greenville NC.

Location: 569 Irish Ln & 4136 Old Tar Rd.

Parcel Numbers: 24022 & 39755

Site Data: 5.85 acres.

Zoning: A-R.

Staff Analysis:

Applicant is requesting annexation of Integrity Church.

Anticipated Annexation Schedule:

2/9/26: Direct Town Clerk To Investigate Sufficiency.

3/9/26: Schedule Public Hearing.

4/13/26: Hold Public Hearing.

If approved, anticipated Effective Date will be April 30, 2026.

Staff recommends approval of the annexation petition.

**Budgetary Impact:** NA.

**Recommendation:** Staff recommends Council Approve the Scheduling of the Public Hearing for April 13th.



**PETITION REQUESTING ANNEXATION  
TOWN OF WINTERVILLE**

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

**Staff Use Only**  
Appl. # \_\_\_\_\_

**TO THE MAYOR AND TOWN COUNCIL OF THE TOWN OF WINTERVILLE:**

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

Description:

Name Matthew Morgan Address 569 Irish Lane, Winterville, NC 28590

Signature *Matthew Morgan*

Name \_\_\_\_\_ Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Signature \_\_\_\_\_

**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
- Digital copy of all petition items

RESOLUTION OF ELDERS  
OF INTEGRITY CHURCH OF GREENVILLE, NC

The undersigned, being the Elders of Integrity Church of Greenville, NC, a North Carolina Nonprofit Corporation (the "Church"), hereby approve, adopt and consent to the following resolutions in an action in writing without a meeting:

**RESOLVED** that the form, terms, and provisions of the Land Acquisition Agreement attached hereto and made a part hereof (the "Contract"), together with the transactions contemplated thereby, are hereby approved, and resolved further that the Church is authorized to make the representations and warranties, enter into the covenants, and perform each of its obligations under the Contract and each other agreement, certificate, instrument or document to be executed by the Church in connection therewith;

**FURTHER RESOLVED**, that Matthew Morgan as the Lead Pastor of the Church is hereby authorized to execute such notes, mortgages, financing statements, certificates, instruments and such other documents as Lender may require and take such further action on behalf of the Church as he deems necessary or desirable to effectuate the transactions referred to above.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the 22nd day of June, 2025.

INTEGRITY CHURCH OF GREENVILLE, NC

By: Hal Holloman  
Hal Holloman, Elder

By: Lucas Stuckey  
Lucas Stuckey, Elder

By: Matt Morgan  
Matt Morgan, Elder

Legal Description for Annexation  
Parcel Numbers 39755 & 24022

Lying and being in Winterville Township, Pitt County, North Carolina and lying north of Irish Lane, west of NCSR 1700 Old Tar Road, and being bounded on the west by Knoll Acres Lot 7 and northwest by Cornerstone Section 2 Phase 3 Lot 32 (Map Book 93, Page 9), on the north by Thomas Lee Lassiter Parcel Number 13407 (Deed Book 2842, Page 622), on the east by NCSR 1700 Old Tar Road, and on the south by Irish Lane and being more particularly described as follows:

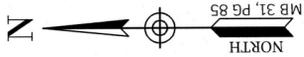
Beginning at a point on the northern right-of-way of Irish Lane and the western right-of-way of NCSR 1700 Old Tar Road, said point being the southernmost corner of Lot 8, Knoll acres subdivision as recorded in Map Book 31, Page 85, the True Point of Beginning. Thence from the True Point of Beginning, leaving the western right-of-way of NCSR 1700 Old Tar Road and following the northern right-of-way line of Irish Lane N 72° 05' 03" W – 412.21' to a point on the eastern line of Lot 7 Knoll Acres, thence along the eastern line of Lot 7 Knoll Acres N 21° 58' 43" E – 564.58' to a point, thence N 05° 41' 48" E – 196.01' to a point at the most southwestern corner of the lands of Thomas Lee Lassiter Parcel Number 13407 (Deed Book 2842, Page 622), thence along of the southern line of Thomas Lee Lassiter N 89° 22' 13" E – 212.45' to a point on the western right-of-way of NCSR 1700 Old Tar Road, thence along of the western right-of-way of NCSR 1700 Old Tar Road the following calls: Thence S 03° 37' 47" E – 7.04', thence S 89° 17' 27" W – 13.45', thence S 03° 09' 13" E – 125.08', thence N 62° 22' 48" E – 15.84', thence S 03° 43' 12" E – 38.70', thence S 03° 43' 12" E – 127.61', thence S 02° 35' 42" E – 100.05', thence S 00° 20' 58" W – 99.99', thence S 05° 22' 15" W – 100.00', thence S 10° 30' 28" W – 100.02', thence S 15° 08' 06" W – 100.04', thence S 17° 37' 03" W – 65.69' feet to the True Point of Beginning, containing 5.85 Acres and being all of Parcel Numbers 24022 & 39755 as filed with the Pitt County Tax Assessor's Office.

**FOR REVIEW ONLY**

\_\_\_\_\_  
Professional Land Surveyor

L- \_\_\_\_\_

Date \_\_\_\_\_



THIS MAP IS EXEMPT FROM GS 47-30 REQUIREMENTS PER GS 47-30 (I) WHICH STATES:  
 "THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED."

**CERTIFICATIONS**

I, \_\_\_\_\_ CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OR FROM REFERENCES HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES AND ARE PLOTTED FROM INFORMATION FOUND IN DEEDS AND MAPS REFERENCED HEREON.

WITNESS MY HAND AND SEAL THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 PROFESSIONAL LAND SURVEYOR L: \_\_\_\_\_

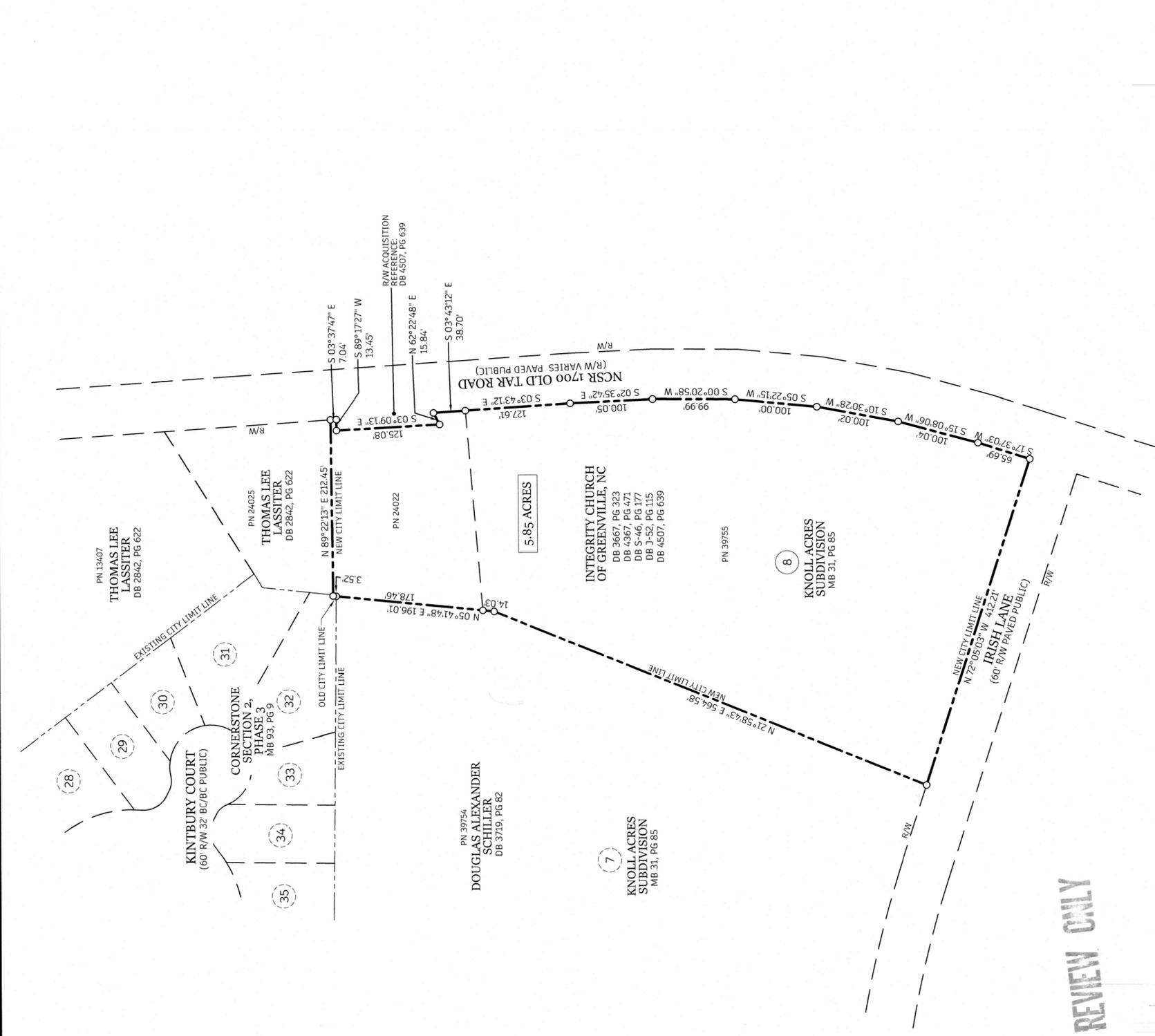
NORTH CAROLINA, \_\_\_\_\_ COUNTY  
 I, \_\_\_\_\_, NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT \_\_\_\_\_ A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC  
 MY COMMISSION EXPIRES \_\_\_\_\_  
 PROJECT NO. P1838-001  
 DRAWING NO. P1838-001 ANNEX.DWG

**FOR REVIEW ONLY**



VICINITY MAP  
 SCALE: 1" = 1000'

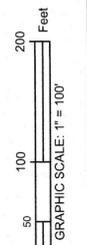


PN 39755 AND PN 24022

MAP SHOWING AREA TO BE ANNEXED BY

|  |  |   |                  |
|--|--|---|------------------|
| INTEGRITY CHURCH OF GREENVILLE, NC   |  | WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA |                  |
| OWNER: INTEGRITY CHURCH OF GREENVILLE, NC<br>569 IRISH LANE<br>WINTERVILLE, NC 28590<br>(252) 756-4508 |  |   |                  |
| STROUD ENGINEERING, P.A.<br>107-B COMMERCE STREET<br>GREENVILLE, NC 27858<br>(252) 756-9352            |  | SURVEYED: NA                                    | APPROVED: DTB    |
|  |  | DRAWN: DTB                                      | DATE: 12/05/2025 |
|  |  | CHECKED: DTB                                    | SCALE: 1" = 100' |

|   |                 |
|---|-----------------|
| ORDINANCE NO. _____                     | 5.85 ACRES AREA |
| ACCEPTED BY THE TOWN OF WINTERVILLE, NC | DATE _____      |
| MAYOR _____                             |                 |



**CERTIFICATE OF SUFFICIENCY**

**INTEGRITY CHURCH OF GREENVILLE ANNEXATION  
PARCEL NUMBERS: 24022 AND 39755**

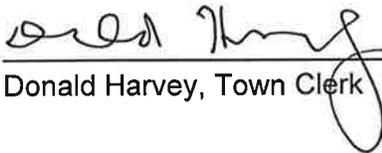
To the Town Council of the Town of Winterville, North Carolina:

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville this the 10<sup>th</sup> day of February 2026.

ATTEST:



  
\_\_\_\_\_  
Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** March 9, 2026

**Presenter:** Jessica Manning, Finance Director

**Item to be Considered**

**Subject:** Approval of Financing Terms and Agreement with Southern Bank & Trust Company.

**Action Requested:** Award Financing to Southern Bank & Trust Company.

**Attachment:** Bid Tabulation, Proposal, & (7) Resolutions Approving Financing Terms.

**Prepared By:** Jessica Manning, Finance Director

**Date:** 2/24/2026

**ABSTRACT ROUTING:**

TC: 3/2/2026

TM: 3/3/2026

Final: tlp - 3/3/2026

**Supporting Documentation**

The Town Council has approved the purchase of a Ford F-150 for the Inspections department, (2) Dodge Durangos with Police Upfit for the Police department, a Ford F-150 Crew Cab and (12) Self Contained Breathing Apparatus Air-Paks for the Fire department, a Ford F-350 Dump Truck and (3) Hustler Mowers in the Public Works department, a Dodge Ram 5500 Bucket Truck and Ditch Witch Trencher in the Electric department, Impulse Radar GPR and Valve Exerciser Trailer in the Water department, and an Envirosight Camera Crawler and Attachments for the Stormwater department. The funding for these items were approved in the current fiscal year's budget in the total amount of \$1,041,000.

We received quotes from 2 lending institutions. Southern Bank & Trust Company was the lowest bid with an interest rate of 3.95% for the Ford F-150, Police Dodge Durangos, Ford F-150 Crew Cab and SCBA Air-Paks, Ford F-350 Dump Truck and Hustler Mowers, Impulse Radar GPR and Valve Exerciser Trailer, and the Camera Crawler and Attachments. The vehicles and equipment at the 3.95% interest rate will be for a 3-year term. The Dodge Ram 5500 Bucket Truck and the Ditch Witch Trencher for the Electric department has a proposed interest rate of 4.10% with a 5-year term.

We are recommending accepting Southern Bank & Trust Company's financing proposal for items, equipment, and vehicles with the 3.95% interest rate for the 3-year term loans and the 4.10% interest rate for the 5-year term loan.

**Budgetary Impact:** Annual debt service payments in the amount of \$308,467 for the first 3 years and \$57,800 for the remaining 2 years. Interest payments in the amount of \$41,553 (year 1), \$29,282 (year 2), \$17,057 (year 3), \$4,740 (year 4), and \$2,370 (year 5).

**Recommendation:** Staff recommends Council approve the Financing Agreement with Southern Bank & Trust Company.

**2025-2026 Debt Financing Bid Tabulation**

**Town of Winterville  
Bid Tabulation  
Inspections - Pickup Truck**

| Bank           | Rate              |  |
|----------------|-------------------|--|
| Southern Bank  | 3.95%             |  |
| First National | 4.56%             |  |
| First Citizens | No Proposal Rec'd |  |
| Truist         | No Proposal Rec'd |  |
| TowneBank      | No Proposal Rec'd |  |

**Town of Winterville  
Bid Tabulation  
Police - (2) Police Vehicles**

| Bank           | Rate              |  |
|----------------|-------------------|--|
| Southern Bank  | 3.95%             |  |
| First National | 4.56%             |  |
| First Citizens | No Proposal Rec'd |  |
| Truist         | No Proposal Rec'd |  |
| TowneBank      | No Proposal Rec'd |  |

**Town of Winterville  
Bid Tabulation  
Fire - Pickup Truck & SCBA Air-Paks**

| Bank           | Rate              |  |
|----------------|-------------------|--|
| Southern Bank  | 3.95%             |  |
| First National | 4.56%             |  |
| First Citizens | No Proposal Rec'd |  |
| Truist         | No Proposal Rec'd |  |
| TowneBank      | No Proposal Rec'd |  |

**Town of Winterville  
Bid Tabulation  
Public Works - Dump Truck & Mowers**

| Bank           | Rate              |  |
|----------------|-------------------|--|
| Southern Bank  | 3.95%             |  |
| First National | 4.56%             |  |
| First Citizens | No Proposal Rec'd |  |
| Truist         | No Proposal Rec'd |  |
| TowneBank      | No Proposal Rec'd |  |

**Town of Winterville  
Bid Tabulation  
Electric - Bucket Truck & Trencher**

| Bank           | Rate              |  |
|----------------|-------------------|--|
| Southern Bank  | 4.10%             |  |
| First National | 4.56%             |  |
| First Citizens | No Proposal Rec'd |  |
| Truist         | No Proposal Rec'd |  |
| TowneBank      | No Proposal Rec'd |  |

**Town of Winterville  
Bid Tabulation  
Water - GPR Radar & Valve Exerciser Trailer**

| Bank           | Rate              |  |
|----------------|-------------------|--|
| Southern Bank  | 3.95%             |  |
| First National | 4.56%             |  |
| First Citizens | No Proposal Rec'd |  |
| Truist         | No Proposal Rec'd |  |
| TowneBank      | No Proposal Rec'd |  |

**Town of Winterville  
Bid Tabulation  
Stormwater - Camera Crawler System**

| Bank           | Rate              |  |
|----------------|-------------------|--|
| Southern Bank  | 3.95%             |  |
| First National | 4.56%             |  |
| First Citizens | No Proposal Rec'd |  |
| Truist         | No Proposal Rec'd |  |
| TowneBank      | No Proposal Rec'd |  |



February 2, 2026

**INSTALLMENT PURCHASE CONTRACT PROPOSAL FOR:**

Town of Winterville  
2751 Railroad Street  
Winterville, North Carolina 28590  
ATTN: Jessica Manning, Finance Director

**OFFERED BY:**

Southern Bank & Trust Company  
121 East Main Street  
PO Box 729  
Mount Olive NC 28365

**TYPE OF CONTRACT:** A municipal installment purchase contract structure with the Town responsible for all expenses related to the use of vehicles and equipment including taxes, insurance, and maintenance.

**LOAN PURPOSE:** To finance the purchase of a 2025 Ford F-150 4x4.

**LOAN AMOUNT:** up to \$45,000.00

**TYPE OF LOAN:** Term Loan

**INTEREST RATE:** Interest will accrue on the outstanding principal balance of the loan at the rate of 3.95% per annum and is valid 60 days from the date of this proposal.

**TERMS OF REPAYMENT:** The loan will be payable in three (3) annual fixed principal payments of \$15,000.00 plus accrued interest. Payments will be due one year from the day of closing. The loan will mature three (3) years from the day of closing at which time all unpaid principal and accrued interest will be due and payable.

**LOAN ORIGINATION FEE:** None.

**PREPAYMENT PENALTY:** The loan may be prepaid in part or in full at any time without penalty.

**LATE CHARGES:** We will assess a late payment charge of 4% of the unpaid balance of any payment which is at least 15 days past due.

**NON-APPROPRIATION/EARLY TERMINATION:** The Town shall exercise its best efforts to obtain annual appropriations to meet fiscal year installment sale payments. The contract may be terminated without penalty, in the event of non-appropriations.

**QUALIFIED TAX EXEMPT OBLIGATION:** The Town will certify that the contract will be designed as a qualifying obligation under the \$10,000,000 small issue exemption as described within Section 265b3 of the Tax Reform Act of 1986.

**NORTH CAROLINA GENERAL STATUTE:** The contract / installment sale will conform to the requirements of North Carolina General Statute 159, article 8, 160A-20.

**LOAN DOCUMENTS:** The closing of the loan is contingent upon the proper execution and delivery of all of the loan documents the Bank believes are reasonably appropriate or required for this loan transaction (the "Loan Documents"). The Bank, in its sole discretion, will determine the form, terms and conditions of the Loan Documents. The Loan Documents routinely used in connection with loan closings include the note, security instruments (to include deeds of trust, security agreements, pledges, assignments, financing statements, etc.) and various verifications/certifications. At the present time, the Bank has not identified all of the Loan Documents which it may require in connection with this loan transaction.

**FEES AND EXPENSES TO TOWN:** All attorneys' fees including local counsel, bond counsel and Bank's counsel, stamps, taxes, recording fees, survey, appraisal, environmental impact certification and expenses will be the Town's responsibility.

**LOAN CLOSING COSTS:** The Town will be responsible for the payment of all costs and expenses incurred in connection with the closing of this loan, regardless of whether the loan actually closes.

**PROPOSAL AND CONDITIONS:** This is a proposal and not a commitment to provide funding. The closing of the transaction must occur on or before April 15, 2026. If the transaction is not closed on or before that date, our obligation to fund the transaction will terminate. If, prior to the closing of the transaction, there is a material adverse change in your financial condition, or if we discover adverse circumstances of which we are currently unaware, we may rescind this proposal and will have no obligation to fund the transaction. Final and full approval is subject to the approval of the Executive Management of Southern Bank & Trust Company.

This proposal will expire unless accepted in writing and received by the undersigned on or before February 10, 2026.

Southern Bank & Trust Company

By: *Suzanne M. Burrows*  
Suzanne M. Burrows, Vice President

The foregoing proposal is accepted and approval of rate and funding is requested:

Town of Winterville

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## AMORTIZATION SCHEDULE

| Principal          | Loan Date         | Maturity          | Loan No | Call / Coll | Account | Officer | Initials |
|--------------------|-------------------|-------------------|---------|-------------|---------|---------|----------|
| <b>\$45,000.00</b> | <b>02-02-2026</b> | <b>02-02-2029</b> |         |             |         |         |          |

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** TOWN OF WINTERVILLE

**Lender:** Southern Bank and Trust Company  
 Corporate  
 121 E Main Street  
 PO Box 729  
 Mount Olive, NC 28365

**Disbursement Date:** February 2, 2026  
**Interest Rate:** 3.950

**Repayment Schedule:** Irregular  
**Calculation Method:** 365/365 U.S. Rule

| Payment Number | Payment Date | Payment Amount | Interest Paid | Principal Paid | Remaining Balance |
|----------------|--------------|----------------|---------------|----------------|-------------------|
| 1              | 02-02-2027   | 1,777.50       | 1,777.50      | 0.00           | 45,000.00         |
| 2              | 02-02-2027   | 15,000.00      | 0.00          | 15,000.00      | 30,000.00         |
| 3              | 02-02-2028   | 1,185.00       | 1,185.00      | 0.00           | 30,000.00         |
| 4              | 02-02-2028   | 15,000.00      | 0.00          | 15,000.00      | 15,000.00         |
| 5              | 02-02-2029   | 15,594.12      | 594.12        | 15,000.00      | 0.00              |

|                |                  |                 |                  |
|----------------|------------------|-----------------|------------------|
| <b>TOTALS:</b> | <b>48,556.62</b> | <b>3,556.62</b> | <b>45,000.00</b> |
|----------------|------------------|-----------------|------------------|

**NOTICE:** This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

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February 2, 2026

**INSTALLMENT PURCHASE CONTRACT PROPOSAL FOR:**

Town of Winterville  
2751 Railroad Street  
Winterville, North Carolina 28590  
ATTN: Jessica Manning, Finance Director

**OFFERED BY:**

Southern Bank & Trust Company  
121 East Main Street  
PO Box 729  
Mount Olive NC 28365

**TYPE OF CONTRACT:** A municipal installment purchase contract structure with the Town responsible for all expenses related to the use of vehicles and equipment including taxes, insurance, and maintenance.

**LOAN PURPOSE:** To finance the purchase of two (2) 2025 Dodge Durangos including police upfit.

**LOAN AMOUNT:** up to \$109,000.00

**TYPE OF LOAN:** Term Loan

**INTEREST RATE:** Interest will accrue on the outstanding principal balance of the loan at the rate of 3.95% per annum and is valid 60 days from the date of this proposal.

**TERMS OF REPAYMENT:** The loan will be payable in three (3) annual fixed principal payments of \$36,333.33 plus accrued interest. Payments will be due one year from the day of closing. The loan will mature three (3) years from the day of closing at which time all unpaid principal and accrued interest will be due and payable.

**LOAN ORIGINATION FEE:** None.

**PREPAYMENT PENALTY:** The loan may be prepaid in part or in full at any time without penalty.

**LATE CHARGES:** We will assess a late payment charge of 4% of the unpaid balance of any payment which is at least 15 days past due.

**NON-APPROPRIATION/EARLY TERMINATION:** The Town shall exercise its best efforts to obtain annual appropriations to meet fiscal year installment sale payments. The contract may be terminated without penalty, in the event of non-appropriations.

**QUALIFIED TAX EXEMPT OBLIGATION:** The Town will certify that the contract will be designed as a qualifying obligation under the \$10,000,000 small issue exemption as described within Section 265b3 of the Tax Reform Act of 1986.

**NORTH CAROLINA GENERAL STATUTE:** The contract / installment sale will conform to the requirements of North Carolina General Statute 159, article 8, 160A-20.

**LOAN DOCUMENTS:** The closing of the loan is contingent upon the proper execution and delivery of all of the loan documents the Bank believes are reasonably appropriate or required for this loan transaction (the "Loan Documents"). The Bank, in its sole discretion, will determine the form, terms and conditions of the Loan Documents. The Loan Documents routinely used in connection with loan closings include the note, security instruments (to include deeds of trust, security agreements, pledges, assignments, financing statements, etc.) and various verifications/certifications. At the present time, the Bank has not identified all of the Loan Documents which it may require in connection with this loan transaction.

**FEES AND EXPENSES TO TOWN:** All attorneys' fees including local counsel, bond counsel and Bank's counsel, stamps, taxes, recording fees, survey, appraisal, environmental impact certification and expenses will be the Town's responsibility.

**LOAN CLOSING COSTS:** The Town will be responsible for the payment of all costs and expenses incurred in connection with the closing of this loan, regardless of whether the loan actually closes.

**PROPOSAL AND CONDITIONS:** This is a proposal and not a commitment to provide funding. The closing of the transaction must occur on or before April 15, 2026. If the transaction is not closed on or before that date, our obligation to fund the transaction will terminate. If, prior to the closing of the transaction, there is a material adverse change in your financial condition, or if we discover adverse circumstances of which we are currently unaware, we may rescind this proposal and will have no obligation to fund the transaction. Final and full approval is subject to the approval of the Executive Management of Southern Bank & Trust Company.

This proposal will expire unless accepted in writing and received by the undersigned on or before February 10, 2026.

Southern Bank & Trust Company

By: *Suzanne M. Burrows*  
Suzanne M. Burrows, Vice President

The foregoing proposal is accepted and approval of rate and funding is requested:

Town of Winterville

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# AMORTIZATION SCHEDULE

| Principal   | Loan Date         | Maturity          | Loan No | Call / Coll | Account | Officer | Initials |
|---|-------------------|-------------------|---------|-------------|---------|---------|----------|
| <b>\$109,000.00</b>   | <b>02-02-2026</b> | <b>02-02-2029</b> |         |             |         |         |          |
| References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.<br>Any item above containing "*****" has been omitted due to text length limitations. |                   |                   |         |             |         |         |          |

**Borrower:** TOWN OF WINTERVILLE

**Lender:** Southern Bank and Trust Company  
Corporate  
121 E Main Street  
PO Box 729  
Mount Olive, NC 28365

**Disbursement Date:** February 2, 2026  
**Interest Rate:** 3.950

**Repayment Schedule:** Irregular  
**Calculation Method:** 365/365 U.S. Rule

| Payment Number | Payment Date | Payment Amount    | Interest Paid   | Principal Paid    | Remaining Balance |
|----------------|--------------|-------------------|-----------------|-------------------|-------------------|
| 1              | 02-02-2027   | 4,305.50          | 4,305.50        | 0.00              | 109,000.00        |
| 2              | 02-02-2027   | 36,333.33         | 0.00            | 36,333.33         | 72,666.67         |
| 3              | 02-02-2028   | 2,870.33          | 2,870.33        | 0.00              | 72,666.67         |
| 4              | 02-02-2028   | 36,333.33         | 0.00            | 36,333.33         | 36,333.34         |
| 5              | 02-02-2029   | 37,772.44         | 1,439.10        | 36,333.34         | 0.00              |
| <b>TOTALS:</b> |              | <b>117,614.93</b> | <b>8,614.93</b> | <b>109,000.00</b> |                   |

**NOTICE:** This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

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February 2, 2026

**INSTALLMENT PURCHASE CONTRACT PROPOSAL FOR:**

Town of Winterville  
2751 Railroad Street  
Winterville, North Carolina 28590  
ATTN: Jessica Manning, Finance Director

**OFFERED BY:**

Southern Bank & Trust Company  
121 East Main Street  
PO Box 729  
Mount Olive NC 28365

**TYPE OF CONTRACT:** A municipal installment purchase contract structure with the Town responsible for all expenses related to the use of vehicles and equipment including taxes, insurance, and maintenance.

**LOAN PURPOSE:** To finance the purchase of a 2025 Ford F-150 Crew Cab 4x4 and twelve (12) Self Contained Breathing Apparatus Air-Paks.

**LOAN AMOUNT:** up to \$212,000.00

**TYPE OF LOAN:** Term Loan

**INTEREST RATE:** Interest will accrue on the outstanding principal balance of the loan at the rate of 3.95% per annum and is valid 60 days from the date of this proposal.

**TERMS OF REPAYMENT:** The loan will be payable in three (3) annual fixed principal payments of \$70,666.67 plus accrued interest. Payments will be due one year from the day of closing. The loan will mature three (3) years from the day of closing at which time all unpaid principal and accrued interest will be due and payable.

**LOAN ORIGINATION FEE:** \$100.00.

**PREPAYMENT PENALTY:** The loan may be prepaid in part or in full at any time without penalty.

**LATE CHARGES:** We will assess a late payment charge of 4% of the unpaid balance of any payment which is at least 15 days past due.

**NON-APPROPRIATION/EARLY TERMINATION:** The Town shall exercise its best efforts to obtain annual appropriations to meet fiscal year installment sale payments. The contract may be terminated without penalty, in the event of non-appropriations.

**QUALIFIED TAX EXEMPT OBLIGATION:** The Town will certify that the contract will be designed as a qualifying obligation under the \$10,000,000 small issue exemption as described within Section 265b3 of the Tax Reform Act of 1986.

**NORTH CAROLINA GENERAL STATUTE:** The contract / installment sale will conform to the requirements of North Carolina General Statute 159, article 8, 160A-20.

**LOAN DOCUMENTS:** The closing of the loan is contingent upon the proper execution and delivery of all of the loan documents the Bank believes are reasonably appropriate or required for this loan transaction (the "Loan Documents"). The Bank, in its sole discretion, will determine the form, terms and conditions of the Loan Documents. The Loan Documents routinely used in connection with loan closings include the note, security instruments (to include deeds of trust, security agreements, pledges, assignments, financing statements, etc.) and various verifications/certifications. At the present time, the Bank has not identified all of the Loan Documents which it may require in connection with this loan transaction.

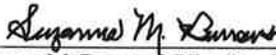
**FEES AND EXPENSES TO TOWN:** All attorneys' fees including local counsel, bond counsel and Bank's counsel, stamps, taxes, recording fees, survey, appraisal, environmental impact certification and expenses will be the Town's responsibility.

**LOAN CLOSING COSTS:** The Town will be responsible for the payment of all costs and expenses incurred in connection with the closing of this loan, regardless of whether the loan actually closes.

**PROPOSAL AND CONDITIONS:** This is a proposal and not a commitment to provide funding. The closing of the transaction must occur on or before April 15, 2026. If the transaction is not closed on or before that date, our obligation to fund the transaction will terminate. If, prior to the closing of the transaction, there is a material adverse change in your financial condition, or if we discover adverse circumstances of which we are currently unaware, we may rescind this proposal and will have no obligation to fund the transaction. Final and full approval is subject to the approval of the Executive Management of Southern Bank & Trust Company.

This proposal will expire unless accepted in writing and received by the undersigned on or before February 10, 2026.

Southern Bank & Trust Company

By:   
Suzanne M. Burrows, Vice President

The foregoing proposal is accepted and approval of rate and funding is requested:

Town of Winterville

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# AMORTIZATION SCHEDULE

| Principal  | Loan Date  | Maturity   | Loan No | Call / Coll | Account | Officer | Initials |
|--|------------|------------|---------|-------------|---------|---------|----------|
| \$212,000.00   | 02-02-2026 | 02-02-2029 |         |             |         |         |          |
| References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.<br>Any item above containing "****" has been omitted due to text length limitations. |            |            |         |             |         |         |          |

**Borrower:** TOWN OF WINTERVILLE

**Lender:** Southern Bank and Trust Company  
Corporate  
121 E Main Street  
PO Box 729  
Mount Olive, NC 28365

**Disbursement Date:** February 2, 2026  
**Interest Rate:** 3.950

**Repayment Schedule:** Irregular  
**Calculation Method:** 365/365 U.S. Rule

| Payment Number | Payment Date | Payment Amount    | Interest Paid    | Principal Paid    | Remaining Balance |
|----------------|--------------|-------------------|------------------|-------------------|-------------------|
| 1              | 02-02-2027   | 8,374.00          | 8,374.00         | 0.00              | 212,000.00        |
| 2              | 02-02-2027   | 70,666.67         | 0.00             | 70,666.67         | 141,333.33        |
| 3              | 02-02-2028   | 5,582.67          | 5,582.67         | 0.00              | 141,333.33        |
| 4              | 02-02-2028   | 70,666.67         | 0.00             | 70,666.67         | 70,666.66         |
| 5              | 02-02-2029   | 73,465.64         | 2,798.98         | 70,666.66         | 0.00              |
| <b>TOTALS:</b> |              | <b>228,755.65</b> | <b>16,755.65</b> | <b>212,000.00</b> |                   |

**NOTICE:** This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

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February 2, 2026

**INSTALLMENT PURCHASE CONTRACT PROPOSAL FOR:**

Town of Winterville  
2751 Railroad Street  
Winterville, North Carolina 28590  
ATTN: Jessica Manning, Finance Director

**OFFERED BY:**

Southern Bank & Trust Company  
121 East Main Street  
PO Box 729  
Mount Olive NC 28365

**TYPE OF CONTRACT:** A municipal installment purchase contract structure with the Town responsible for all expenses related to the use of vehicles and equipment including taxes, insurance, and maintenance.

**LOAN PURPOSE:** To finance the purchase of 2026 Ford F-350 Dump Truck and three (3) 2025 Hustler Mowers.

**LOAN AMOUNT:** up to \$107,000.00

**TYPE OF LOAN:** Term Loan

**INTEREST RATE:** Interest will accrue on the outstanding principal balance of the loan at the rate of 3.95% per annum and is valid 60 days from the date of this proposal.

**TERMS OF REPAYMENT:** The loan will be payable in three (3) annual fixed principal payments of \$35,666.67 plus accrued interest. Payments will be due one year from the day of closing. The loan will mature three (3) years from the day of closing at which time all unpaid principal and accrued interest will be due and payable.

**LOAN ORIGINATION FEE:** \$100.00.

**PREPAYMENT PENALTY:** The loan may be prepaid in part or in full at any time without penalty.

**LATE CHARGES:** We will assess a late payment charge of 4% of the unpaid balance of any payment which is at least 15 days past due.

**NON-APPROPRIATION/EARLY TERMINATION:** The Town shall exercise its best efforts to obtain annual appropriations to meet fiscal year installment sale payments. The contract may be terminated without penalty, in the event of non-appropriations.

**QUALIFIED TAX EXEMPT OBLIGATION:** The Town will certify that the contract will be designed as a qualifying obligation under the \$10,000,000 small issue exemption as described within Section 265b3 of the Tax Reform Act of 1986.

**NORTH CAROLINA GENERAL STATUTE:** The contract / installment sale will conform to the requirements of North Carolina General Statute 159, article 8, 160A-20.

**LOAN DOCUMENTS:** The closing of the loan is contingent upon the proper execution and delivery of all of the loan documents the Bank believes are reasonably appropriate or required for this loan transaction (the "Loan Documents"). The Bank, in its sole discretion, will determine the form, terms and conditions of the Loan Documents. The Loan Documents routinely used in connection with loan closings include the note, security instruments (to include deeds of trust, security agreements, pledges, assignments, financing statements, etc.) and various verifications/certifications. At the present time, the Bank has not identified all of the Loan Documents which it may require in connection with this loan transaction.

**FEES AND EXPENSES TO TOWN:** All attorneys' fees including local counsel, bond counsel and Bank's counsel, stamps, taxes, recording fees, survey, appraisal, environmental impact certification and expenses will be the Town's responsibility.

**LOAN CLOSING COSTS:** The Town will be responsible for the payment of all costs and expenses incurred in connection with the closing of this loan, regardless of whether the loan actually closes.

**PROPOSAL AND CONDITIONS:** This is a proposal and not a commitment to provide funding. The closing of the transaction must occur on or before April 15, 2026. If the transaction is not closed on or before that date, our obligation to fund the transaction will terminate. If, prior to the closing of the transaction, there is a material adverse change in your financial condition, or if we discover adverse circumstances of which we are currently unaware, we may rescind this proposal and will have no obligation to fund the transaction. Final and full approval is subject to the approval of the Executive Management of Southern Bank & Trust Company.

This proposal will expire unless accepted in writing and received by the undersigned on or before February 10, 2026.

Southern Bank & Trust Company

By: *Suzanne M. Burrows*  
Suzanne M. Burrows, Vice President

The foregoing proposal is accepted and approval of rate and funding is requested:

Town of Winterville

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## AMORTIZATION SCHEDULE

| Principal  | Loan Date         | Maturity          | Loan No | Call / Coll | Account | Officer | Initials |
|--|-------------------|-------------------|---------|-------------|---------|---------|----------|
| <b>\$107,000.00</b>  | <b>02-02-2026</b> | <b>02-02-2029</b> |         |             |         |         |          |
| References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations. |                   |                   |         |             |         |         |          |

**Borrower:** TOWN OF WINTERVILLE

**Lender:** Southern Bank and Trust Company  
 Corporate  
 121 E Main Street  
 PO Box 729  
 Mount Olive, NC 28365

**Disbursement Date:** February 2, 2026  
**Interest Rate:** 3.950

**Repayment Schedule:** Irregular  
**Calculation Method:** 365/365 U.S. Rule

| Payment Number | Payment Date | Payment Amount    | Interest Paid   | Principal Paid    | Remaining Balance |
|----------------|--------------|-------------------|-----------------|-------------------|-------------------|
| 1              | 02-02-2027   | 4,226.50          | 4,226.50        | 0.00              | 107,000.00        |
| 2              | 02-02-2027   | 35,666.66         | 0.00            | 35,666.66         | 71,333.34         |
| 3              | 02-02-2028   | 2,817.67          | 2,817.67        | 0.00              | 71,333.34         |
| 4              | 02-02-2028   | 35,666.66         | 0.00            | 35,666.66         | 35,666.68         |
| 5              | 02-02-2029   | 37,079.37         | 1,412.69        | 35,666.68         | 0.00              |
| <b>TOTALS:</b> |              | <b>115,456.86</b> | <b>8,456.86</b> | <b>107,000.00</b> |                   |

**NOTICE:** This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

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February 2, 2026

**INSTALLMENT PURCHASE CONTRACT PROPOSAL FOR:**

Town of Winterville  
2751 Railroad Street  
Winterville, North Carolina 28590  
ATTN: Jessica Manning, Finance Director

**OFFERED BY:**

Southern Bank & Trust Company  
121 East Main Street  
PO Box 729  
Mount Olive NC 28365

**TYPE OF CONTRACT:** A municipal installment purchase contract structure with the Town responsible for all expenses related to the use of vehicles and equipment including taxes, insurance, and maintenance.

**LOAN PURPOSE:** To finance the purchase of a 2025 Dodge Ram Truck 4x4 Bucket Truck and a 2025 RT45B Ditch Witch Trencher.

**LOAN AMOUNT:** up to \$289,000.00

**TYPE OF LOAN:** Term Loan

**INTEREST RATE:** Interest will accrue on the outstanding principal balance of the loan at the rate of 4.10% per annum and is valid 60 days from the date of this proposal.

**TERMS OF REPAYMENT:** The loan will be payable in five (5) annual fixed principal payments of \$57,800 plus accrued interest. Payments will be due one year from the day of closing. The loan will mature five (5) years from the day of closing at which time all unpaid principal and accrued interest will be due and payable.

**LOAN ORIGINATION FEE:** None.

**PREPAYMENT PENALTY:** The loan may be prepaid in part or in full at any time without penalty.

**LATE CHARGES:** We will assess a late payment charge of 4% of the unpaid balance of any payment which is at least 15 days past due.

**NON-APPROPRIATION/EARLY TERMINATION:** The Town shall exercise its best efforts to obtain annual appropriations to meet fiscal year installment sale payments. The contract may be terminated without penalty, in the event of non-appropriations.

**QUALIFIED TAX EXEMPT OBLIGATION:** The Town will certify that the contract will be designed as a qualifying obligation under the \$10,000,000 small issue exemption as described within Section 265b3 of the Tax Reform Act of 1986.

**NORTH CAROLINA GENERAL STATUTE:** The contract / installment sale will conform to the requirements of North Carolina General Statute 159, article 8, 160A-20.

**LOAN DOCUMENTS:** The closing of the loan is contingent upon the proper execution and delivery of all of the loan documents the Bank believes are reasonably appropriate or required for this loan transaction (the "Loan Documents"). The Bank, in its sole discretion, will determine the form, terms and conditions of the Loan Documents. The Loan Documents routinely used in connection with loan closings include the note, security instruments (to include deeds of trust, security agreements, pledges, assignments, financing statements, etc.) and various verifications/certifications. At the present time, the Bank has not identified all of the Loan Documents which it may require in connection with this loan transaction.

**FEES AND EXPENSES TO TOWN:** All attorneys' fees including local counsel, bond counsel and Bank's counsel, stamps, taxes, recording fees, survey, appraisal, environmental impact certification and expenses will be the Town's responsibility.

**LOAN CLOSING COSTS:** The Town will be responsible for the payment of all costs and expenses incurred in connection with the closing of this loan, regardless of whether the loan actually closes.

**PROPOSAL AND CONDITIONS:** This is a proposal and not a commitment to provide funding. The closing of the transaction must occur on or before April 15, 2026. If the transaction is not closed on or before that date, our obligation to fund the transaction will terminate. If, prior to the closing of the transaction, there is a material adverse change in your financial condition, or if we discover adverse circumstances of which we are currently unaware, we may rescind this proposal and will have no obligation to fund the transaction. Final and full approval is subject to the approval of the Executive Management of Southern Bank & Trust Company.

This proposal will expire unless accepted in writing and received by the undersigned on or before February 10, 2026.

Southern Bank & Trust Company

By: *Suzanne M. Burrows*  
Suzanne M. Burrows, Vice President

The foregoing proposal is accepted and approval of rate and funding is requested:

Town of Winterville

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# AMORTIZATION SCHEDULE

| Principal   | Loan Date         | Maturity          | Loan No | Call / Coll | Account | Officer | Initials |
|---|-------------------|-------------------|---------|-------------|---------|---------|----------|
| <b>\$289,000.00</b>   | <b>02-02-2026</b> | <b>02-02-2031</b> |         |             |         |         |          |
| References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.<br>Any item above containing "*****" has been omitted due to text length limitations. |                   |                   |         |             |         |         |          |

**Borrower:** TOWN OF WINTERVILLE

**Lender:** Southern Bank and Trust Company  
Corporate  
121 E Main Street  
PO Box 729  
Mount Olive, NC 28365

**Disbursement Date:** February 2, 2026  
**Interest Rate:** 4.100

**Repayment Schedule:** Irregular  
**Calculation Method:** 365/365 U.S. Rule

| Payment Number | Payment Date | Payment Amount    | Interest Paid    | Principal Paid    | Remaining Balance |
|----------------|--------------|-------------------|------------------|-------------------|-------------------|
| 1              | 02-02-2027   | 11,849.00         | 11,849.00        | 0.00              | 289,000.00        |
| 2              | 02-02-2027   | 57,800.00         | 0.00             | 57,800.00         | 231,200.00        |
| 3              | 02-02-2028   | 9,479.20          | 9,479.20         | 0.00              | 231,200.00        |
| 4              | 02-02-2028   | 57,800.00         | 0.00             | 57,800.00         | 173,400.00        |
| 5              | 02-02-2029   | 7,128.88          | 7,128.88         | 0.00              | 173,400.00        |
| 6              | 02-02-2029   | 57,800.00         | 0.00             | 57,800.00         | 115,600.00        |
| 7              | 02-02-2030   | 4,739.60          | 4,739.60         | 0.00              | 115,600.00        |
| 8              | 02-02-2030   | 57,800.00         | 0.00             | 57,800.00         | 57,800.00         |
| 9              | 02-02-2031   | 60,169.80         | 2,369.80         | 57,800.00         | 0.00              |
| <b>TOTALS:</b> |              | <b>324,566.48</b> | <b>35,566.48</b> | <b>289,000.00</b> |                   |

**NOTICE:** This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.



February 2, 2026

**INSTALLMENT PURCHASE CONTRACT PROPOSAL FOR:**

Town of Winterville  
2751 Railroad Street  
Winterville, North Carolina 28590  
ATTN: Jessica Manning, Finance Director

**OFFERED BY:**

Southern Bank & Trust Company  
121 East Main Street  
PO Box 729  
Mount Olive NC 28365

**TYPE OF CONTRACT:** A municipal installment purchase contract structure with the Town responsible for all expenses related to the use of vehicles and equipment including taxes, insurance, and maintenance.

**LOAN PURPOSE:** To finance the purchase of a Pinpointer Impulse Radar GPR and a 2025 Hurco 600D Valve Exerciser Trailer.

**LOAN AMOUNT:** up to \$120,000.00

**TYPE OF LOAN:** Term Loan

**INTEREST RATE:** Interest will accrue on the outstanding principal balance of the loan at the rate of 3.95% per annum and is valid 60 days from the date of this proposal.

**TERMS OF REPAYMENT:** The loan will be payable in three (3) annual fixed principal payments of \$40,000 plus accrued interest. Payments will be due one year from the day of closing. The loan will mature three (3) years from the day of closing at which time all unpaid principal and accrued interest will be due and payable.

**LOAN ORIGINATION FEE:** \$100.00.

**PREPAYMENT PENALTY:** The loan may be prepaid in part or in full at any time without penalty.

**LATE CHARGES:** We will assess a late payment charge of 4% of the unpaid balance of any payment which is at least 15 days past due.

**NON-APPROPRIATION/EARLY TERMINATION:** The Town shall exercise its best efforts to obtain annual appropriations to meet fiscal year installment sale payments. The contract may be terminated without penalty, in the event of non-appropriations.

**QUALIFIED TAX-EXEMPT OBLIGATION:** The Town will certify that the contract will be designed as a qualifying obligation under the \$10,000,000 small issue exemption as described within Section 265b3 of the Tax Reform Act of 1986.

**NORTH CAROLINA GENERAL STATUTE:** The contract / installment sale will conform to the requirements of North Carolina General Statute 159, article 8, 160A-20.

**LOAN DOCUMENTS:** The closing of the loan is contingent upon the proper execution and delivery of all of the loan documents the Bank believes are reasonably appropriate or required for this loan transaction (the "Loan Documents"). The Bank, in its sole discretion, will determine the form, terms and conditions of the Loan Documents. The Loan Documents routinely used in connection with loan closings include the note, security instruments (to include deeds of trust, security agreements, pledges, assignments, financing statements, etc.) and various verifications/certifications. At the present time, the Bank has not identified all of the Loan Documents which it may require in connection with this loan transaction.

**FEES AND EXPENSES TO TOWN:** All attorneys' fees including local counsel, bond counsel and Bank's counsel, stamps, taxes, recording fees, survey, appraisal, environmental impact certification and expenses will be the Town's responsibility.

**LOAN CLOSING COSTS:** The Town will be responsible for the payment of all costs and expenses incurred in connection with the closing of this loan, regardless of whether the loan actually closes.

**PROPOSAL AND CONDITIONS:** This is a proposal and not a commitment to provide funding. The closing of the transaction must occur on or before April 15, 2026. If the transaction is not closed on or before that date, our obligation to fund the transaction will terminate. If, prior to the closing of the transaction, there is a material adverse change in your financial condition, or if we discover adverse circumstances of which we are currently unaware, we may rescind this proposal and will have no obligation to fund the transaction. Final and full approval is subject to the approval of the Executive Management of Southern Bank & Trust Company.

This proposal will expire unless accepted in writing and received by the undersigned on or before February 10, 2026.

Southern Bank & Trust Company

By: *Suzanne M. Burrows*  
Suzanne M. Burrows, Vice President

The foregoing proposal is accepted and approval of rate and funding is requested:

Town of Winterville

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# AMORTIZATION SCHEDULE

| Principal   | Loan Date         | Maturity          | Loan No | Call / Coll | Account | Officer | Initials |
|---|-------------------|-------------------|---------|-------------|---------|---------|----------|
| <b>\$120,000.00</b>   | <b>02-02-2026</b> | <b>02-02-2029</b> |         |             |         |         |          |
| References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.<br>Any item above containing "*****" has been omitted due to text length limitations. |                   |                   |         |             |         |         |          |

**Borrower:** TOWN OF WINTERVILLE

**Lender:** Southern Bank and Trust Company  
Corporate  
121 E Main Street  
PO Box 729  
Mount Olive, NC 28365

**Disbursement Date:** February 2, 2026  
**Interest Rate:** 3.950

**Repayment Schedule:** Irregular  
**Calculation Method:** 365/365 U.S. Rule

| Payment Number | Payment Date | Payment Amount    | Interest Paid   | Principal Paid    | Remaining Balance |
|----------------|--------------|-------------------|-----------------|-------------------|-------------------|
| 1              | 02-02-2027   | 4,740.00          | 4,740.00        | 0.00              | 120,000.00        |
| 2              | 02-02-2027   | 40,000.00         | 0.00            | 40,000.00         | 80,000.00         |
| 3              | 02-02-2028   | 3,160.00          | 3,160.00        | 0.00              | 80,000.00         |
| 4              | 02-02-2028   | 40,000.00         | 0.00            | 40,000.00         | 40,000.00         |
| 5              | 02-02-2029   | 41,584.33         | 1,584.33        | 40,000.00         | 0.00              |
| <b>TOTALS:</b> |              | <b>129,484.33</b> | <b>9,484.33</b> | <b>120,000.00</b> |                   |

**NOTICE:** This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

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February 2, 2026

**INSTALLMENT PURCHASE CONTRACT PROPOSAL FOR:**

Town of Winterville  
2751 Railroad Street  
Winterville, North Carolina 28590  
ATTN: Jessica Manning, Finance Director

**OFFERED BY:**

Southern Bank & Trust Company  
121 East Main Street  
PO Box 729  
Mount Olive NC 28365

**TYPE OF CONTRACT:** A municipal installment purchase contract structure with the Town responsible for all expenses related to the use of vehicles and equipment including taxes, insurance, and maintenance.

**LOAN PURPOSE:** To finance the purchase of an Envirosight HD Rover X130 Camera Crawler and attachments.

**LOAN AMOUNT:** up to \$159,000.00

**TYPE OF LOAN:** Term Loan

**INTEREST RATE:** Interest will accrue on the outstanding principal balance of the loan at the rate of 3.95% per annum and is valid 60 days from the date of this proposal.

**TERMS OF REPAYMENT:** The loan will be payable in three (3) annual fixed principal payments of \$53,000 plus accrued interest. Payments will be due one year from the day of closing. The loan will mature three (3) years from the day of closing at which time all unpaid principal and accrued interest will be due and payable.

**LOAN ORIGINATION FEE:** \$100.00.

**PREPAYMENT PENALTY:** The loan may be prepaid in part or in full at any time without penalty.

**LATE CHARGES:** We will assess a late payment charge of 4% of the unpaid balance of any payment which is at least 15 days past due.

**NON-APPROPRIATION/EARLY TERMINATION:** The Town shall exercise its best efforts to obtain annual appropriations to meet fiscal year installment sale payments. The contract may be terminated without penalty, in the event of non-appropriations.

**QUALIFIED TAX EXEMPT OBLIGATION:** The Town will certify that the contract will be designed as a qualifying obligation under the \$10,000,000 small issue exemption as described within Section 265b3 of the Tax Reform Act of 1986.

**NORTH CAROLINA GENERAL STATUTE:** The contract / installment sale will conform to the requirements of North Carolina General Statute 159, article 8, 160A-20.

**LOAN DOCUMENTS:** The closing of the loan is contingent upon the proper execution and delivery of all of the loan documents the Bank believes are reasonably appropriate or required for this loan transaction (the "Loan Documents"). The Bank, in its sole discretion, will determine the form, terms and conditions of the Loan Documents. The Loan Documents routinely used in connection with loan closings include the note, security instruments (to include deeds of trust, security agreements, pledges, assignments, financing statements, etc.) and various verifications/certifications. At the present time, the Bank has not identified all of the Loan Documents which it may require in connection with this loan transaction.

**FEES AND EXPENSES TO TOWN:** All attorneys' fees including local counsel, bond counsel and Bank's counsel, stamps, taxes, recording fees, survey, appraisal, environmental impact certification and expenses will be the Town's responsibility.

**LOAN CLOSING COSTS:** The Town will be responsible for the payment of all costs and expenses incurred in connection with the closing of this loan, regardless of whether the loan actually closes.

**PROPOSAL AND CONDITIONS:** This is a proposal and not a commitment to provide funding. The closing of the transaction must occur on or before April 15, 2026. If the transaction is not closed on or before that date, our obligation to fund the transaction will terminate. If, prior to the closing of the transaction, there is a material adverse change in your financial condition, or if we discover adverse circumstances of which we are currently unaware, we may rescind this proposal and will have no obligation to fund the transaction. Final and full approval is subject to the approval of the Executive Management of Southern Bank & Trust Company.

This proposal will expire unless accepted in writing and received by the undersigned on or before February 10, 2026.

Southern Bank & Trust Company

By: *Suzanne M. Burrows*  
Suzanne M. Burrows, Vice President

The foregoing proposal is accepted and approval of rate and funding is requested:

Town of Winterville

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# AMORTIZATION SCHEDULE

|   |                                |                               |                |                    |                |                |                 |
|---|--------------------------------|-------------------------------|----------------|--------------------|----------------|----------------|-----------------|
| <b>Principal</b><br>\$159,000.00  | <b>Loan Date</b><br>02-02-2026 | <b>Maturity</b><br>02-02-2029 | <b>Loan No</b> | <b>Call / Coll</b> | <b>Account</b> | <b>Officer</b> | <b>Initials</b> |
| References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.<br>Any item above containing "*****" has been omitted due to text length limitations. |                                |                               |                |                    |                |                |                 |

**Borrower:** TOWN OF WINTERVILLE

**Lender:** Southern Bank and Trust Company  
Corporate  
121 E Main Street  
PO Box 729  
Mount Olive, NC 28365

**Disbursement Date:** February 2, 2026  
**Interest Rate:** 3.950

**Repayment Schedule:** Irregular  
**Calculation Method:** 365/365 U.S. Rule

| Payment Number | Payment Date | Payment Amount    | Interest Paid    | Principal Paid    | Remaining Balance |
|----------------|--------------|-------------------|------------------|-------------------|-------------------|
| 1              | 02-02-2027   | 6,280.50          | 6,280.50         | 0.00              | 159,000.00        |
| 2              | 02-02-2027   | 53,000.00         | 0.00             | 53,000.00         | 106,000.00        |
| 3              | 02-02-2028   | 4,187.00          | 4,187.00         | 0.00              | 106,000.00        |
| 4              | 02-02-2028   | 53,000.00         | 0.00             | 53,000.00         | 53,000.00         |
| 5              | 02-02-2029   | 55,099.24         | 2,099.24         | 53,000.00         | 0.00              |
| <b>TOTALS:</b> |              | <b>171,566.74</b> | <b>12,566.74</b> | <b>159,000.00</b> |                   |

**NOTICE:** This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

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**Resolution Approving Financing Terms**

**WHEREAS:** The Town of Winterville, NC ("Borrower") has previously determined to undertake a project for the financing of a 2025 Ford F-150 4x4 (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Southern Bank & Trust Company ("Lender") in accordance with the proposal dated February 2, 2026. The amount financed shall not exceed \$45,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.95%, and the financing term shall not exceed three (3) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 9<sup>th</sup> day of March 2026

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Richard E. Hines, Mayor

Title: Donald Harvey, Town Clerk

SEAL

**Resolution Approving Financing Terms**

**WHEREAS:** The Town of Winterville, NC ("Borrower") has previously determined to undertake a project for the financing of **two (2) 2025 Dodge Durangos including Police Upfit** (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Southern Bank & Trust Company ("Lender") in accordance with the proposal dated February 2, 2026. The amount financed shall not exceed \$109,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.95%, and the financing term shall not exceed three (3) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 9<sup>th</sup> day of March 2026

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Richard E. Hines, Mayor

Title: Donald Harvey, Town Clerk

SEAL

**Resolution Approving Financing Terms**

**WHEREAS:** The Town of Winterville, NC ("Borrower") has previously determined to undertake a project for the financing of a 2025 Ford F-150 Crew Cab 4x4 and twelve (12) Self Contained Breathing Apparatus Air-Paks (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Southern Bank & Trust Company ("Lender") in accordance with the proposal dated February 2, 2026. The amount financed shall not exceed \$212,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.95%, and the financing term shall not exceed three (3) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 9<sup>th</sup> day of March 2026

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Richard E. Hines, Mayor

Title: Donald Harvey, Town Clerk

SEAL

**Resolution Approving Financing Terms**

**WHEREAS:** The Town of Winterville, NC ("Borrower") has previously determined to undertake a project for the financing of a 2026 Ford F-350 Dump Truck and three (3) 2025 Hustler Mowers (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Southern Bank & Trust Company ("Lender") in accordance with the proposal dated February 2, 2026. The amount financed shall not exceed \$107,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.95%, and the financing term shall not exceed three (3) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 9<sup>th</sup> day of March 2026

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Richard E. Hines, Mayor

Title: Donald Harvey, Town Clerk

SEAL

**Resolution Approving Financing Terms**

**WHEREAS:** The Town of Winterville, NC ("Borrower") has previously determined to undertake a project for the financing of a 2025 Dodge Ram 5500 4x4 Bucket Truck and a 2025 RT45B Ditch Witch Trencher (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Southern Bank & Trust Company ("Lender") in accordance with the proposal dated February 2, 2026. The amount financed shall not exceed \$289,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.10%, and the financing term shall not exceed five (5) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 9<sup>th</sup> day of March 2026

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Richard E. Hines, Mayor

Title: Donald Harvey, Town Clerk

SEAL

**Resolution Approving Financing Terms**

**WHEREAS:** The Town of Winterville, NC ("Borrower") has previously determined to undertake a project for the financing of a **Pinpointer Impulse Radar GPR and a 2025 Hurco 600D Valve Exerciser Trailer** (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Southern Bank & Trust Company ("Lender") in accordance with the proposal dated February 2, 2026. The amount financed shall not exceed \$120,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.95%, and the financing term shall not exceed three (3) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 9<sup>th</sup> day of March 2026

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Richard E. Hines, Mayor

Title: Donald Harvey, Town Clerk

SEAL

**Resolution Approving Financing Terms**

**WHEREAS:** The Town of Winterville, NC ("Borrower") has previously determined to undertake a project for the financing of an **Envirosight HD Rover X130 Camera Crawler and Attachments** (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Southern Bank & Trust Company ("Lender") in accordance with the proposal dated February 2, 2026. The amount financed shall not exceed \$159,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.95%, and the financing term shall not exceed three (3) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

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4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 9<sup>th</sup> day of March 2026

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Richard E. Hines, Mayor

Title: Donald Harvey, Town Clerk

SEAL



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** March 9, 2026

**Presenter:** Stephen Penn, Planning and Economic Development Director

**Item to be Considered**

**Subject:** Farmstead Preliminary Plat.

**Action Requested:** Review Plat for Consideration.

**Attachment:** Preliminary Plat and Staff Report.

**Prepared By:** Stephen Penn, Planning and Economic Development Director

**Date:** 2/25/2026

**ABSTRACT ROUTING:**

TC: 3/2/2026

TM: 3/3/2026

Final: tlp - 3/3/2026

**Supporting Documentation**

Applicant: ARK Consulting Group, PLLC.

Location: Western side of Reedy Branch Road at the Davenport Farm Road intersection. South of Pitt Community College.

Parcel Numbers: Parcel Numbers 38386, 23479, 88048, & 88050.

Site Data: 93.80 Acres.

Zoning: R-10 Conditional District (south of Davenport Farm Rd) and R-8 Conditional District. (North of Davenport Farm Road.)

Proposal:

\* 179 lot Single Family Detached.

\* Proposed to be built in 5 phases.

\* Includes amenity area with pool and 2,000 square foot cabana clubhouse.

\* Dedicates a 30' easement for the potential of a future greenway along Swift Creek.

\* Provides sidewalks on both sides of interior public streets.

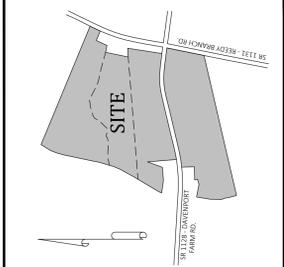
\* All homes will have a minimum of 1,500sf of heated space, a 2-car garage, and consist of fiber cement board exterior siding on all homes with some elevations consisting of brick and stone accents.

• Important note: The approved Conditional Zoning District required the following: "Developer will install a traffic signal at the intersection of Davenport Farm Road and Reedy Branch Road if Approved by NCDOT." NCDOT did not approve a traffic signal. After review of the site, NCDOT approved a round-about design for the intersection. They provided the following statement: "On the state's end, the round-about project has been pushed off for the foreseeable future. The developer may install the round-about at their own volition (would be tied in with the driveway permits). Otherwise, the intersection will be currently treated as an all-way stop."- Bill Cox, NCDOT.

This preliminary plat has been reviewed by the Winterville Technical Review Committee (TRC) and has received staff approval. Staff recommends approval of the Farmstead Preliminary Plat. P&Z unanimously recommended approval at their January Meeting.

**Budgetary Impact:** NA.

**Recommendation:** Staff Recommends Council Approve the Farmstead Preliminary Plat.

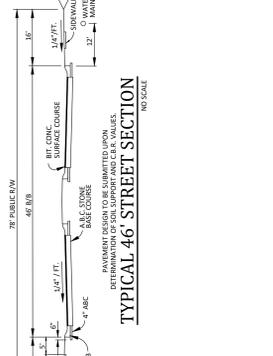
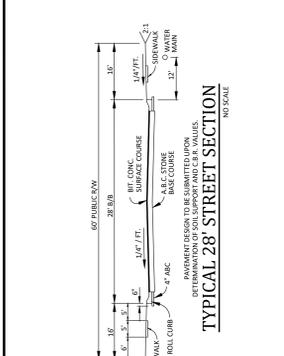


Vicinity Map  
SCALE: 1" = 100'

**Site Data**

TOTAL ACRES IN SITE: 98.98 AC  
 PROJECT LIMITS: 88,574 AC  
 DISTURBED ACREAGE: 72,446 AC  
 CURRENT ZONING ORDINANCE 21-0-121: R-8 (RESIDENTIAL, MIN. 8,000 SF LOT), R-10 (RESIDENTIAL, MIN. 10,000 SF LOT), R-19

TOTAL NUMBER OF LOTS: 179  
 ACREAGE IN PARKS, RECREATION AREAS, COMMON AREAS AND THE LIKE: 6,145.1 LF  
 TAX PARCEL NUMBER: 33.31 AC  
 REFERENCES: 38386, 23479, 88048, 88050  
 ADDRESS: D.B. 4392 PG. 69  
 M.B. 88 PG. 38  
 DAVENPORT FARM ROAD  
 WINTERVILLE, NC 28590



**General Notes:**

- CONSTRUCTION SHALL BE APPROVED BY THE GREENVILLE UTILITIES COMMISSION AND THE TOWN OF WINTERVILLE PRIOR TO CONSTRUCTION OF ANY STREET, WATER, AND/OR SANITARY SEWER AND STORM DRAINAGE SYSTEMS.
- CONSTRUCTION SHALL BE APPROVED BY THE GREENVILLE UTILITIES COMMISSION AND THE TOWN OF WINTERVILLE PRIOR TO CONSTRUCTION OF ANY WATER AND/OR SANITARY SEWER AND STORM DRAINAGE SYSTEMS.
- WATERWAYS SYSTEMS EXTERIORS OF GREENVILLE UTILITIES COMMISSION AND THE TOWN OF WINTERVILLE SHALL BE MAINTAINED AT ALL TIMES.
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- ELECTRIC AND TELEPHONE UTILITIES SHALL BE INSTALLED UNDERGROUND.
- CONSTRUCTION SHALL BE APPROVED BY THE GREENVILLE UTILITIES COMMISSION AND THE TOWN OF WINTERVILLE PRIOR TO CONSTRUCTION OF ANY STREET, WATER, AND/OR SANITARY SEWER AND STORM DRAINAGE SYSTEMS.
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**Sheet Index**

| #             | Title            |
|---------------|------------------|
| 1             | Cover            |
| 2             | Plan Sheet       |
| 3             | Plan Sheet       |
| 4             | Plan Sheet       |
| 5             | Hydrant Coverage |
| <b>Survey</b> |                  |
| (2) Sheets    |                  |

**Survey Note:**  
 BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON WAS OBTAINED FROM A SURVEY CONDUCTED BY SUTTON LAND HOLDINGS, LLC ENTITLED BOUNDARY AND TOPOGRAPHICAL SURVEY OF SUTTON LAND HOLDINGS, LLC DATED JULY 23, 2022. ATTACHED TO THIS DRAWING SET FOR REFERENCE.

**Owner / Developer**  
 SUTTON LAND HOLDINGS, LLC  
 1101 South Boulevard, Ste 106  
 Charlotte, NC 28203  
 (704) 226-2588  
 Contact: Darren Sutton  
 dsutton@suttonlandgroup.com

**Engineer**  
 AKK Consulting Group, PLLC  
 925A Conference Dr.  
 Greenville, NC 27838  
 (252) 558-0888  
 Contact: Scott Anderson, PE  
 scott@akkconsultinggroup.com

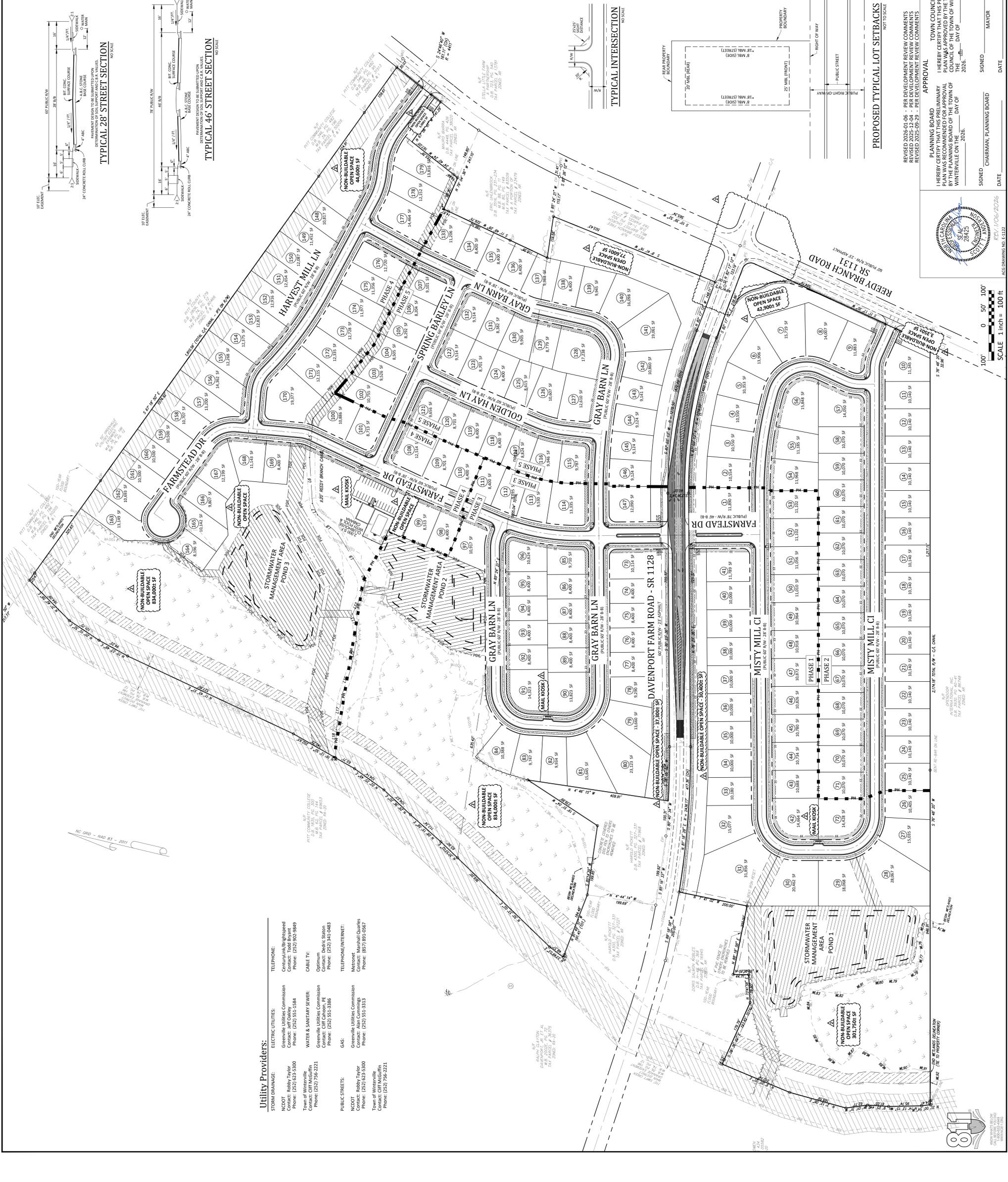
SHEET 1 OF 5  
 PARCEL #'S: 38386, 23479, 88048 & 88050

**FARMSTEAD SUBDIVISION**

Town of Winterville, Pitt County, NC  
 DEVELOPER: SUTTON LAND HOLDINGS, LLC  
 ADDRESS: 1101 South Boulevard, Ste 106, Charlotte, NC 28203  
 PHONE: (704) 226-2588

APPROVED BY OTHERS: APPROVED: \_\_\_\_\_ DATE: 11-18-2024  
 DRAWN: JERRY S. MILLER AND ASSOCIATES, P.A.  
 CHECKED: \_\_\_\_\_ DATE: \_\_\_\_\_

AKK CONSULTING GROUP, PLLC  
 925A CONFERENCE DRIVE  
 GREENVILLE, NC 27838  
 (252) 558-0888



**Utility Providers:**

**STORM DRAINAGE:**  
 NCDOT: Robby Taylor  
 Phone: (252) 623-5300  
 Town of Winterville: Cliff McGuffin  
 Phone: (252) 756-2221

**WATER & SANITARY SEWER:**  
 Greenville Utilities Commission: Alan Cummings  
 Phone: (252) 551-3313  
 Optimum: Mike Stokes  
 Phone: (252) 582-5388

**GAS:**  
 Greenville Utilities Commission: Marshall Quarles  
 Phone: (252) 551-3313  
 NCDOT: Robby Taylor  
 Phone: (252) 623-5300  
 Town of Winterville: Cliff McGuffin  
 Phone: (252) 756-2221

**ELECTRIC UTILITIES:**  
 Greenville Utilities Commission: Todd Bryant  
 Phone: (252) 551-1584  
 Town of Winterville: Robby Taylor  
 Phone: (252) 900-9849

**CABLE TV:**  
 Optimum: Mike Stokes  
 Phone: (252) 582-5388

**TELEPHONE/INTERNET:**  
 Verizon: \_\_\_\_\_  
 AT&T: \_\_\_\_\_

**PROPOSED TYPICAL LOT SETBACKS**  
 NOT TO SCALE

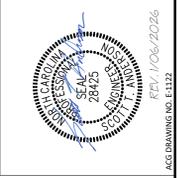
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 REVISED 2023-12-04 - PER DEVELOPMENT REVIEW COMMENTS  
 REVISED 2023-09-29 - PER DEVELOPMENT REVIEW COMMENTS

**APPROVAL**

PLANNING BOARD: \_\_\_\_\_ DATE: \_\_\_\_\_  
 TOWN COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

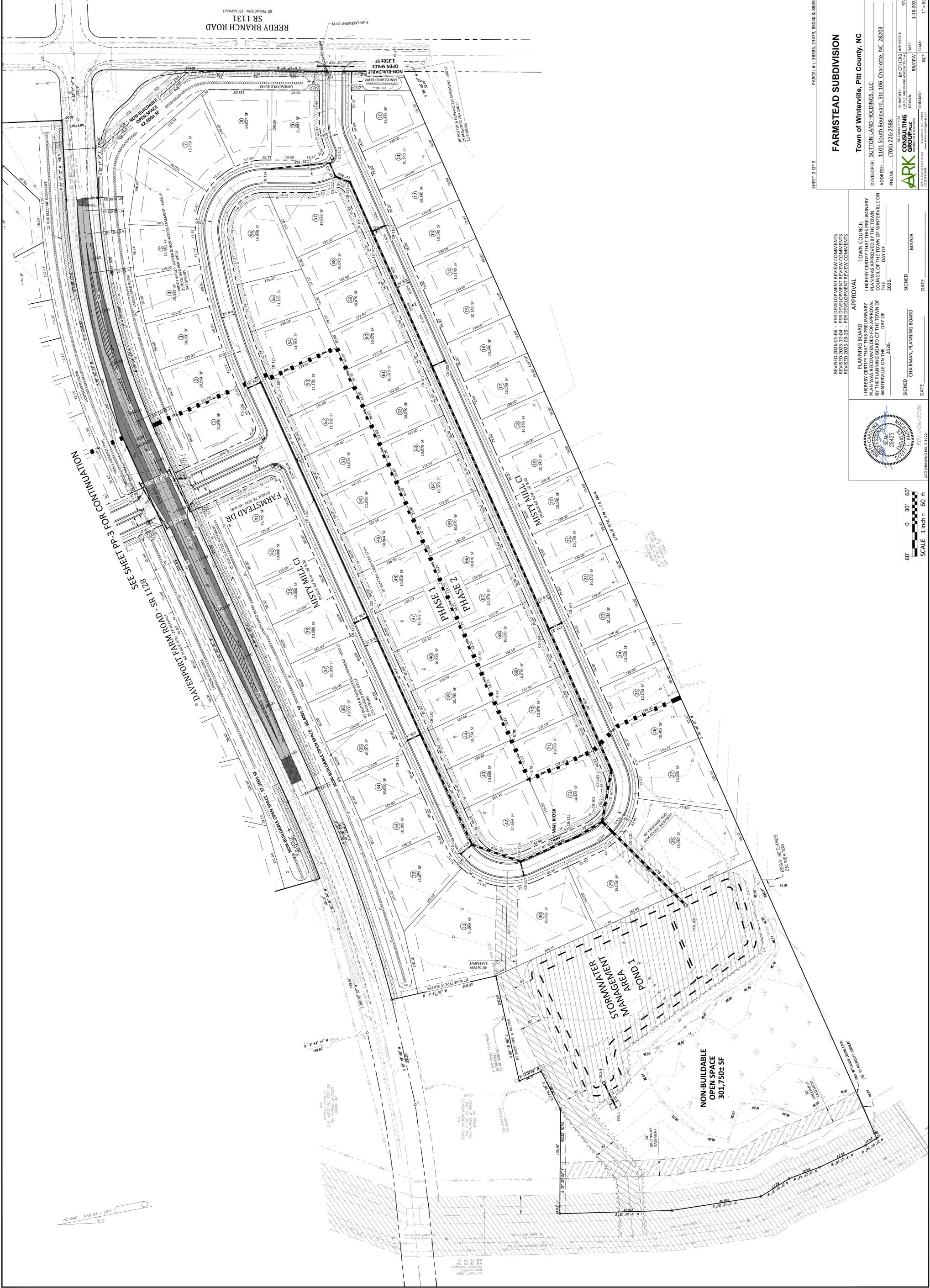
I HEREBY CERTIFY THAT THIS PRELIMINARY PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMPLIES WITH ALL APPLICABLE REGULATIONS AND REQUIREMENTS OF THE TOWN OF WINTERVILLE ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2026.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CHAIRMAN, PLANNING BOARD: \_\_\_\_\_ MAYOR: \_\_\_\_\_



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

AGC DRAWING NO. E-1122  
 REV: 11/08/2026



NC GRID - NAD 83 - 2011

SEE SHEET P-3 FOR CONTINUATION

REEDY BRANCH ROAD  
SR 1131  
60' PUBLIC R/W - 23' ASPHALT

SHEET 2 OF 5  
PARCEL #S: 38386, 23479, 88048 & 88020

### FARMSTEAD SUBDIVISION

Town of Winterville, Pitt County, NC  
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ADDRESS: 1101 South Boulevard, Ste 106, Charlotte, NC 28203  
PHONE: (704) 246-2588

APPROVED: BY OTHERS APPROVED:  
DRAWN: GARY S. MILLER AND ASSOCIATES, P.A.  
CHECKED: BB/CEW  
DATE: 11-18-2024  
SCALE: 1" = 60'

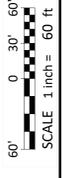
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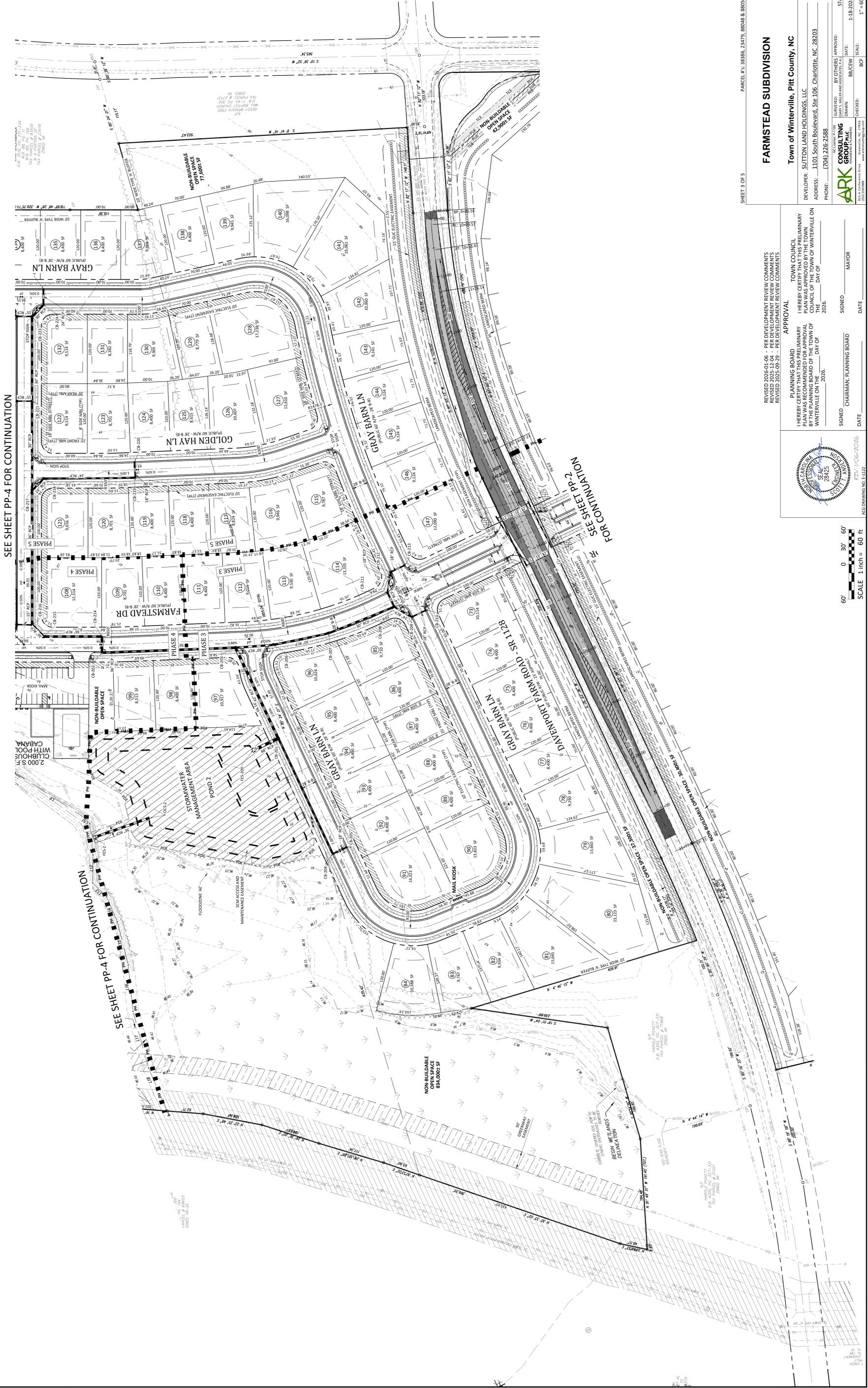
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SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
CHAIRMAN, PLANNING BOARD  
SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
MAYOR





SEE SHEET PP-4 FOR CONTINUATION

SEE SHEET PP-4 FOR CONTINUATION

SEE SHEET PP-2 FOR CONTINUATION

PARCEL #S: 38386, 23479, 88048 & 88020  
 SHEET 3 OF 5

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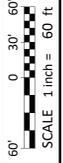
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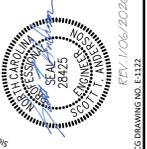
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 CHAIRMAN, PLANNING BOARD

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SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 MAYOR



SCALE 1 inch = 100 ft  
 100' 0' 50' 100'  
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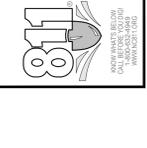
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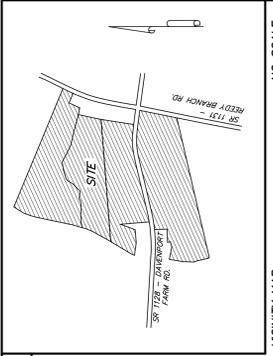
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SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 MAYOR

REGISTRATION NO. 1108  
 APPROVED FOR THE TOWN OF WINTERVILLE  
 DATE: 11/06/2026  
 REG. NO. 1108







**METLAND CALL TABLE**

| Line  | Bearing         | Distance |
|-------|-----------------|----------|
| 101.1 | N 86° 10' 37" E | 77.86'   |
| 101.2 | N 86° 10' 37" E | 36.26'   |
| 101.3 | N 86° 10' 37" E | 36.26'   |
| 101.4 | N 86° 10' 37" E | 36.26'   |
| 101.5 | N 86° 10' 37" E | 36.26'   |
| 101.6 | N 86° 10' 37" E | 36.26'   |
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| 105.2 | N 86° 10' 37" E | 36.26'   |
| 105.3 | N 86° 10' 37" E | 36.26'   |
| 105.4 | N 86° 10' 37" E | 36.26'   |
| 105.5 | N 86° 10' 37" E | 36.26'   |
| 105.6 | N 86° 10' 37" E | 36.26'   |
| 105.7 | N 86° 10' 37" E | 36.26'   |
| 105.8 | N 86° 10' 37" E | 36.26'   |
| 105.9 | N 86° 10' 37" E | 36.26'   |
| 106.0 | N 86° 10' 37" E | 36.26'   |
| 106.1 | N 86° 10' 37" E | 36.26'   |
| 106.2 | N 86° 10' 37" E | 36.26'   |
| 106.3 | N 86° 10' 37" E | 36.26'   |
| 106.4 | N 86° 10' 37" E | 36.26'   |
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| 107.0 | N 86° 10' 37" E | 36.26'   |
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| 109.9 | N 86° 10' 37" E | 36.26'   |
| 110.0 | N 86° 10' 37" E | 36.26'   |



**LINE TABLE - POINTS "A" - "B"**

| Line | Bearing         | Distance |
|------|-----------------|----------|
| 1.1  | N 74° 41' 51" W | 243.99'  |
| 1.2  | N 74° 41' 51" W | 128.26'  |
| 1.3  | N 74° 41' 51" W | 119.99'  |
| 1.4  | N 74° 41' 51" W | 119.99'  |
| 1.5  | N 74° 41' 51" W | 119.99'  |
| 1.6  | N 74° 41' 51" W | 119.99'  |
| 1.7  | N 74° 41' 51" W | 119.99'  |
| 1.8  | N 74° 41' 51" W | 119.99'  |
| 1.9  | N 74° 41' 51" W | 119.99'  |
| 2.0  | N 74° 41' 51" W | 119.99'  |
| 2.1  | N 74° 41' 51" W | 119.99'  |
| 2.2  | N 74° 41' 51" W | 119.99'  |
| 2.3  | N 74° 41' 51" W | 119.99'  |
| 2.4  | N 74° 41' 51" W | 119.99'  |
| 2.5  | N 74° 41' 51" W | 119.99'  |
| 2.6  | N 74° 41' 51" W | 119.99'  |
| 2.7  | N 74° 41' 51" W | 119.99'  |
| 2.8  | N 74° 41' 51" W | 119.99'  |
| 2.9  | N 74° 41' 51" W | 119.99'  |
| 3.0  | N 74° 41' 51" W | 119.99'  |
| 3.1  | N 74° 41' 51" W | 119.99'  |
| 3.2  | N 74° 41' 51" W | 119.99'  |
| 3.3  | N 74° 41' 51" W | 119.99'  |
| 3.4  | N 74° 41' 51" W | 119.99'  |
| 3.5  | N 74° 41' 51" W | 119.99'  |
| 3.6  | N 74° 41' 51" W | 119.99'  |
| 3.7  | N 74° 41' 51" W | 119.99'  |
| 3.8  | N 74° 41' 51" W | 119.99'  |
| 3.9  | N 74° 41' 51" W | 119.99'  |
| 4.0  | N 74° 41' 51" W | 119.99'  |
| 4.1  | N 74° 41' 51" W | 119.99'  |
| 4.2  | N 74° 41' 51" W | 119.99'  |
| 4.3  | N 74° 41' 51" W | 119.99'  |
| 4.4  | N 74° 41' 51" W | 119.99'  |
| 4.5  | N 74° 41' 51" W | 119.99'  |
| 4.6  | N 74° 41' 51" W | 119.99'  |
| 4.7  | N 74° 41' 51" W | 119.99'  |
| 4.8  | N 74° 41' 51" W | 119.99'  |

NC GRID - NAD 83

MATCH LINE

MATCH LINE



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

**GENERAL INFORMATION**

|                               |   |
|-------------------------------|---|
| <b>APPLICANT</b>              | Ark Consulting Group, PLLC.   |
| <b>PROJECT TYPE</b>           | Preliminary Plat  |
| <b>ZONING &amp; CONDITONS</b> | <p>R- 8 Conditional District (North of Davenport Farm Road).<br/> R-10 Conditional District (South of Davenport Farm Road)</p> <p>Conditional Zoning Requires the following:</p> <p>(1) All lots will be single family residential;<br/> (2) 8' Side Setbacks;<br/> (3) All homes will be a minimum of 1500 SF (Heated);<br/> (4) The development will consist of fiber cement board exterior siding on all homes with some elevations consisting of brick or stone accents;<br/> (5) All homes will include a 2 car garage;<br/> (6) Dedication of 30' Greenway easement along Swift Creek;<br/> (7) Development will include amenity area with pool and cabana;<br/> (8) Development will provide Stormwater Control Measures to attenuate the 25 year storm event. Stormwater Control Measures will be inspected annually by a qualified professional;<br/> (9) Development will provide sidewalks on both sides of public streets;<br/> (10) Developer will install a traffic signal at the intersection of Davenport Farm Road and Reedy Branch Road if approved by NCDOT.</p> |
| <b>LOCATION</b>               | Intersection of Reedy Branch Rd. and Davenport Farm Rd. South of Pitt Community College.  |
| <b>PARCEL ID NUMBER(S)</b>    | 38386, 23479, 88050, 55048.   |
| <b>TRACT SIZE</b>             | 93.80 acres   |
| <b>TOPOGRAPHY</b>             | Flat  |
| <b>VEGETATION</b>             | Cleared / Agricultural; Partially Wooded  |
|                               |   |



**SITE DATA**

|                     |                       |
|---------------------|-----------------------|
| <b>EXISTING USE</b> | Agricultural / Vacant |
|---------------------|-----------------------|

| <b>ADJACENT PROPERTY</b> | <b>ZONING</b>                   | <b>ADJACENT LAND USE</b>   |
|--------------------------|---------------------------------|----------------------------|
| N                        | O&I                             | PCC/Wooded                 |
| E                        | A-R & R-6 Conditional District. | Single Family/Church       |
| W                        | AR/RA-20 (Greenville Zoning)    | Single Family/Agricultural |
| S                        | AR                              | Church                     |

**SPECIAL INFORMATION**

|                               |   |
|-------------------------------|---|
| <b>OVERLAY DISTRICT</b>       | N/A   |
| <b>ENVIRONMENTAL / SOILS</b>  | Wetlands shown on map designed to avoid homes/lots.   |
| <b>FLOODPLAIN</b>             | Floodplain shown on map designed to avoid homes/lots.   |
| <b>STREAMS</b>                | (50' Riparian Buffer along tributary off of Swift Creek) Stream feature located internally and along western property line.       |
| <b>OTHER</b>                  | If >1 acre is disturbed, site must meet Phase 2 stormwater requirements and provide Soil Erosion and Sedimentation Control Permit |
| <b>SITE PLAN REQUIREMENTS</b> | Subdivision plan required   |

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

**LANDSCAPING & BUFFER REQUIREMENTS**

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

**TRANSPORTATION**

|   |  |
|---|--|
| <b>STREET CLASSIFICATION</b>  | Reedy Branch/Davenport Farm– NCDOT Roads   |
| <b>SITE ACCESS</b>  | All access must be designed and constructed to meet the Town of Winterville / NCDOT standards. |
| <b>TRAFFIC COUNTS</b><br>(per NCDOT Annual Average Daily Traffic Map) | Davenport Farm Rd- 8500<br>Reedy Branch Rd- 6700   |
| <b>SIDEWALKS</b>  | Required.  |



|                            |  |
|----------------------------|--|
| TRAFFIC IMPACT STUDY (TIS) | Submitted to NCDOT and helped determine the proposed roadway improvement and design. |
|----------------------------|--|

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## **STAFF ANALYSIS AND RECOMMENDATION**

### **Staff Analysis**

The 93.08-acre property was rezoned in December 2021 for a single-family residential development as a Conditional Zoning District. The proposed development meets all applicable requirements and standards of the Town of Winterville and the approved Conditional District. Winterville’s Technical Review Committee (TRC) has reviewed and approved the proposed Preliminary Plat, with the following note:

The approved Conditional Zoning District included the following requirement: “The developer will install a traffic signal at the intersection of Davenport Farm Road and Reedy Branch Road if approved by NCDOT.” NCDOT did not approve the installation of a traffic signal at this location. Following further review, NCDOT approved a roundabout design for the intersection and provided the following statement: “On the State’s end, the roundabout project has been pushed off for the foreseeable future. The developer may install the roundabout at their own volition (to be coordinated with driveway permits). Otherwise, the intersection will currently be treated as an all-way stop.” — Bill Cox, NCDOT be currently treated as an all-way stop.”- Bill Cox, NCDOT.

### **Staff Recommendation**

Staff recommends **approval** of the Farmstead Preliminary Plat.

### **P&Z Recommendation**

P&Z unanimously voted to recommend **approval** at their January 2026 Meeting.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** March 9, 2026

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** Old Tar Road Widening, Electric Line Relocation, Bid acceptance for C-Phase Services, LLC.

**Action Requested:** Accept the bid from C-Phase and authorize the Mayor to execute the contract.

**Attachment:** Bid Tabulation.

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 2/25/2026

**ABSTRACT ROUTING:**

TC: 3/2/2026

TM: 3/3/2026

Final: tlp - 3/3/2026

**Supporting Documentation**

Due to the NCDOT, Old Tar Road widening project, the Town must relocate our electric infrastructure that is located in the NCDOT right-of-way.

Town Staff solicited bids for the relocation of the Town's electric infrastructure on November 5, 2025 and only received two bids. As a result, the Town re-advertised in an attempt to obtain additional bids. The public opening was on February 5, 2026 at 2:00 pm.

We received two qualifying bids. The lowest responsible bidder was C-Phase Services, LLC. In the amount of \$1,353,767.39

The Town will be reimbursed 100% by NCDOT for the electric line relocation.

The project is expected to take 120 days from the notice to proceed.

**Budgetary Impact:** Project Cost will be \$1,353,767.39 and will be reimbursed by NCDOT.

**Recommendation:** Accept the bid from C-Phase and authorize the Mayor to execute the contract

**TOWN OF WINTERVILLE, NC  
 BID TABULATION FOR NCDOT PROJECT U2817 CONSTRUCTION**

| Description                                   | Bidders         |                 |
|---|-----------------|-----------------|
|   | C-Phase         | River City      |
| Proposal Signature/Seal - Page 11             | ✓               | ✓               |
| Bid Bond                                      | ✓               | ✓               |
| Contractor License - Page 4                   | ✓               | ✓               |
| Contractor's Bid Proposal - Exhibit A         | ✓               | ✓               |
| Pole Units                                    | \$ 103,766.25   | \$ 98,646.00    |
| Pole Top Units                                | \$ 104,886.69   | \$ 116,493.00   |
| Guy Units                                     | \$ 39,821.79    | \$ 43,584.00    |
| Anchor Units                                  | \$ 32,805.00    | \$ 72,000.00    |
| Transformer Units                             | \$ 24,332.28    | \$ 19,592.00    |
| Grounding Units                               | \$ 9,411.32     | \$ 6,872.00     |
| Secondary Units                               | \$ 1,610.86     | \$ 1,215.00     |
| Service Units                                 | \$ 1,159.70     | \$ 980.00       |
| OH Conductor Units                            | \$ 176,840.70   | \$ 205,130.50   |
| Miscellaneous OH Units                        | \$ 77,572.88    | \$ 115,334.00   |
| Underground Cable Units                       | \$ 351,067.80   | \$ 393,451.65   |
| Underground Transformer Units                 | \$ 103,916.78   | \$ 240,806.00   |
| Miscellaneous UG Units                        | \$ 51,573.34    | \$ 7,935.00     |
| UG Excavation                                 | \$ 139,041.50   | \$ 232,315.00   |
| Removal Units                                 | \$ 135,960.50   | \$ 358,914.00   |
| <b>TOTAL BID PRICE</b>                        | \$ 1,353,767.39 | \$ 1,913,268.15 |
| <b>Less Cost of Owner Furnished Materials</b> | \$ (307,661.00) | \$ (307,661.00) |
| <b>Total Net Cost of Construction</b>         | \$ 1,046,106.39 | \$ 1,605,607.15 |
| <b>Construction Duration (Days)</b>           | 120             | 120             |

Sealed bids were publicly opened and read at 2:00 p.m., February 5, 2026. Any irregularities are noted below.

**Notes:**

River City did not include cost of Owner Furnished Materials in their unit prices. These were added for this tabulation

It is recommend the contract be awarded to C Phase Services, LLC as the best and lowest bid received

  
 H. Michael Taylor, PE



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** March 9, 2026

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** Electric Power Cost Adjustment (PCA) rate implementation.

**Action Requested:** Approve the application of the PCA rate.

**Attachment:** None.

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 2/25/2026

**ABSTRACT ROUTING:**

TC: 3/2/2026

TM: 3/3/2026

Final: tlp - 3/3/2026

**Supporting Documentation**

As a result of the extreme cold weather that hit the North East United States, the natural gas market soared to an extreme \$136.00 per MMBTU (Million British Thermal Units). We typically average around \$3.50 to \$4.50 per MMBTU. As a result, the town is looking at a budget short fall of an estimated \$766,000 for the purchase for resale line item.

Staff is recommending that we temporarily apply the Power Cost Adjustment at a rate of 5 cent per kWh effective with the March 15th billing. We are also recommending that we maintain this rate until July 2026. This will allow for us to minimize the negative impacts on the budget. Natural gas prices have continued to drop since then. We do not anticipate a long-lasting effect like we had in 2022 and 2023.

For cycle one customers, the rate increase will be billed as of 3/30/2026. This bill will be due 4/15/2026. If you are on cycle two, the rate increase will be billed on 3/15/2026 and will be due 3/30/2026.

We will make customers aware of the change on our social media accounts and in the next newsletter.

**Budgetary Impact:** Recover the \$776,000 loss.

**Recommendation:** Staff recommends Council approve the use of the Power Cost Adjustment until July 2026.