



WINTERVILLE TOWN COUNCIL AGENDA - AMENDED
MONDAY, MAY 11, 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. **RECOGNITION OF (NEW) EMPLOYEES**
 1. Sean Bailey Police Officer, Police Department.
 2. Austin Payne, Police Officer, Police Department.
- VIII. **PROCLAMATIONS:**
 1. Tennis Month.
 2. Public Works Week.
 3. Mental Health Awareness Month 2026.
- IX. **PRESENTATIONS:**
 1. ECU Health Hub; Deborah Gray, MBA – Assistant Director, Community Engagement, ECU Health, and Jasmine Briley – Community Engagement Coordinator II, ECU Health.
 2. Sewer Master Plan - Rivers and Associates.
- X. **PUBLIC HEARINGS:**
 1. Integrity Church Annexation.
- XI. **PUBLIC COMMENT:** *The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available at the rear of the Assembly Room.*
- XII. **CONSENT AGENDA:** *The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.*

1. Approval of Council Meeting Minutes.
2. Ange Plaza Lot 19 Annexation - Schedule Public Hearing for June 8, 2026.
3. Town Property on Church Street: Annexation - Schedule Public Hearing for June 8, 2026.
4. Town Property on Laurie Ellis Road: Annexation - Schedule Public Hearing for June 8, 2026.
5. Town Property on Jeanette Street: Annexation - Schedule Public Hearing for June 8, 2026.
6. Vernon Crossing Rezoning - Schedule Public Hearing for June 8, 2026.

XIII. OLD BUSINESS:

1. NCDOT Old Tar Road Signal Light Pole Color.

XIV. NEW BUSINESS:

1. Appointment of WHRB Liaison, New Member, and Alternate Member.
2. Copper Creek Section 3 – Final Plat.
3. Cost Share Agreement with SouthbrookNC, LLC.
4. Downtown Parking Project.

XV. OTHER AGENDA ITEMS:

1. Concentrated Focus Traffic Stops: Support for Civilian Review Advisory Board. (Councilwoman Hawkins).
2. Winterville at Work APP: Awareness – Educating – Navigation. (Councilwoman Hawkins).
3. Youth Opportunities/Immediate Resources Available and Needed. (Councilwoman Hawkins).
4. Discussion of public records classification and retention of materials created during official meetings (including photography at swearing-in ceremonies). (Councilwoman Hawkins).

XVI. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS:

XVII. ANNOUNCEMENTS: Attached.

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

XIX. 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.

XX. ADJOURN.

SPECIAL NOTICE: *Anyone who needs an interpreter or special accommodation 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, May 14, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Coffee with a COP: Friday, May 15, 2026; 9:00 am – 10:30 am – Cooper’s Cup, 2588 Railroad Street, Winterville, NC.
- Ruritan Club Bingo Night: Saturday, May 16, 2025; 6:00 pm – 8:00 pm; Winterville Ruritan Club, 2668 Church Street, Winterville, NC.
- Planning and Zoning Board Meeting: Monday, May 18, 2026 @ 7:00 pm - Town Hall Assembly Room.
- Board of Adjustment Meeting: Tuesday, May 19, 2026 @ 7:00 pm - Town Hall Assembly Room.
- Employee Appreciation Lunch: Thursday, May 21, 2026; 11:30 am – 1:00 pm; The Community Room.
- Ripe for Revival Mobile Market: Thursday, May 21, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Town Council Budget Work Session #1: Thursday, May 21, 2026 @ 6:00 pm - Town Hall Assembly Room.
- Memorial Day Holiday: Town Offices Closed: Friday, May 25, 2026.
- Town Council Budget Work Session #2: Tuesday, May 26, 2026 @ 6:00 pm - Town Hall Assembly Room.
- Recreation Advisory Board: Tuesday, May 26, 2026 @ 6:30 pm – Operation Center.
- June 8th Meeting Agenda Abstracts Due: Wednesday, May 27, 2026.
- Ripe for Revival Mobile Market: Thursday, May 28, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Town Council Budget Work Session #3 (Tentative): Thursday, May 28, 2026 @ 6:00 pm - Town Hall Assembly Room.
- Winterville Human Relations Board Meeting: Thursday, May 28, 2026 @ 7:00 – Town Hall Executive Conference Room.
- Budget Public Hearing: Monday, June 1, 2026 @ 6:00 pm - Town Hall Assembly Room.
- Ripe for Revival Mobile Market: Thursday, June 4, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Agenda Review Meeting: Thursday, June 4, 2026 @4:00 pm – Town Hall Executive Conference Room.
- July 2026 Newsletter Information Due: Thursday, June 5, 2026.
- Regular Town Council Meeting: Monday, June 8, 2026 @ 6:00 pm - Town Hall Assembly Room.



PROCLAMATION

MAY NATIONAL TENNIS MONTH

WHEREAS, On May 21, 1881, the USTA, originally known as the United States National Lawn Tennis Association, founded in New York City, New York, to create rules and standards for the emerging game of lawn tennis; and

WHEREAS, The USTA is the nonprofit, national governing body for tennis in the United States, and leads the promotion and growth of the sport at every level of play, from beginners to professionals at the US Open; and

WHEREAS, The Downeast Community Tennis Association (DCTA) is the local USTA Community Tennis Association with a mission to serve our Pitt County community by promoting the important health, social, and educational benefits of tennis, and to make the sport available to everyone, regardless of age, environment, condition, or ability; and

WHEREAS, The latest research by the Physical Activity Council shows that more than 27.3 million Americans played tennis in 2025, an unprecedented 6.2 percent increase in participation over 2024 and the highest number of players since the PAC study began in 2007; and

WHEREAS, Research shows that regular tennis participation can add up to 9.7 years to a person's life, reduce chronic disease risk, strengthen mental well-being; and

WHEREAS, By increasing the accessibility of tennis for citizens of Winterville NC of all ages and abilities, the USTA has contributed to making our community happier and healthier; and

WHEREAS, USTA has declared the month of May as National Tennis Month to encourage players, organizations, facilities, retailers, tennis manufacturers and more to promote local programs and activities, at parks and facilities to showcase tennis and spread the word about the sport and its benefits, and to help players and non-players alike find courts and play opportunities in their communities;

NOW, THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville, hereby proclaim May 2026 as National Tennis Month and hereby urge the citizens of Winterville NC to become aware of and support National Tennis Month.

IN WITNESS WHEREOF, I do set my hand and cause the seal of Winterville to be affixed this 11th day of May 2026.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



PROCLAMATION
NATIONAL PUBLIC WORKS WEEK
MAY 17–23, 2026
“ROOTED IN SERVICE, POWERED BY COMMUNITY”

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

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

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

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association, be it now,

NOW, THEREFORE, I, Richard E. Hines, Mayor of Winterville, NC hereby designate the week of May 17–23, 2026, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I do set my hand and cause the seal of Winterville to be affixed this 11th day of April 2026.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



PROCLAMATION

MENTAL HEALTH AWARENESS MONTH, MAY 2026

WHEREAS, mental health is essential to the overall well-being of individuals, families, and communities, impacting how we think, feel, and act as we navigate daily life; and,

WHEREAS, one in five adults in the United States experiences a mental health condition each year, and many individuals face challenges in accessing prompt, affordable, and culturally competent care; and,

WHEREAS, increasing public awareness and understanding of mental health helps reduce stigma, encourages early intervention, and promotes recovery and resilience; and,

WHEREAS, the Town of Winterville is committed to fostering a community where all residents feel supported, valued, and empowered to seek help without fear or judgment; and,

WHEREAS, community partnerships, including local organizations, healthcare providers, schools, and advocates, play a vital role in expanding access to mental health resources and education; and,

WHEREAS, initiatives such as community outreach, prevention efforts, and wellness programs contribute to strengthening the mental, emotional, and behavioral health of our residents; and,

WHEREAS, Mental Health Awareness Month provides an opportunity to promote education, encourage open conversations, and reaffirm our commitment to enhancing communities to promote comprehensive wellness.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Richard E. Hines, Mayor, on behalf of the Town Council of Winterville, North Carolina, do hereby recognize the month of May 2026 as

"MENTAL HEALTH AWARENESS MONTH"

in the Town of Winterville, and encourage all residents, organizations, and community leaders to increase awareness, reduce stigma, support those in need, and take action to promote mental wellness throughout our community.

BE IT FURTHER PROCLAIMED, that the Town of Winterville calls upon all citizens to recognize the importance of mental health, to support individuals and families affected by mental health challenges, and to work together to build a healthier, more resilient community.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of May 2026.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Presentations

Meeting Date: May 11, 2026

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Sewer Master Plan and Capital Improvements Plan.

Action Requested: Adopt the Capital Improvements Plan.

Attachment: Presentation and Capital Improvements Plan.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 5/4/2026

ABSTRACT ROUTING:

TC: 5/4/2026

TM: 5/4/2026

Final: tlp - 5/4/2026

Supporting Documentation

Rivers and Associates have been engaged by the Town for the assessment of our Sewer Master Plan. This study was funded by a \$150,000 American Rescue Plan Grant in partnership with NCDEQ.

They were responsible for identifying and determining the condition of the land in the Town's future growth area. The conditions determined where to strategically place sewer infrastructure to minimize cost. They have worked with Town Staff to identify, review, and assess the Town's existing infrastructure and future needs based on potential growth areas. There have been 16 major projects identified, and they have a value of \$54,600,000. This CIP provides a 10-year plan to address these projects.

This presentation will provide the Council with an overview of the Sewer Master Plan. It will also provide a detailed list of capital projects that will be incorporated into future budgets.

Accepting this CIP does not obligate the Town to construct the identified projects, but does provide guidance and a plan.

Budgetary Impact: TBD.

Recommendation: Staff recommends Council receive the report and approve the Sewer Master Plan and adopt the Capital Improvements Program.

WINTERVILLE SEWER MASTER PLAN

NCDEQ Project No.: AIA-W-ARP-0226

River's Project No.: 2023091

Presented By:

Stephen Reece, P.E.

Blaine Humphrey, P.E.

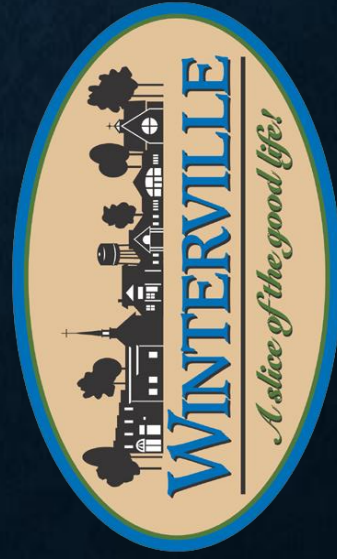
Ethan Ames, E.I.



ACKNOWLEDGEMENTS

Preparation of this plan would not have been possible without the valuable contribution of the Town of Winterville's Staff:

Cliff McGuffin,
Willie Gay,
Anthony Bowers,
Terri L. Parker



FUNDING SOURCES

Town of Winterville received a \$150,000 grant from the
American Rescue Plan

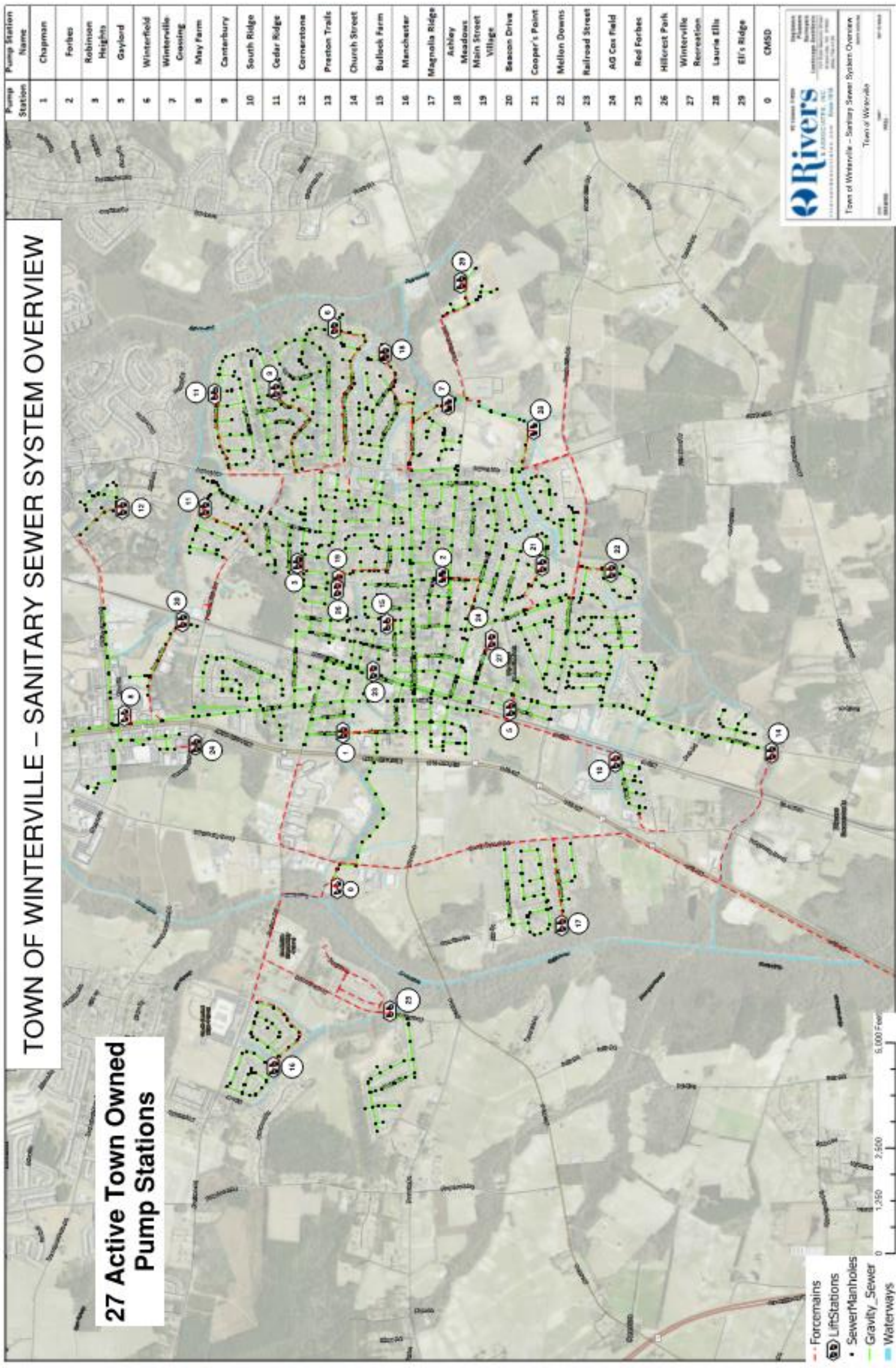
13-Month Time Frame



EXISTING SEWER SYSTEM

TOWN OF WINTERVILLE – SANITARY SEWER SYSTEM OVERVIEW

27 Active Town Owned Pump Stations

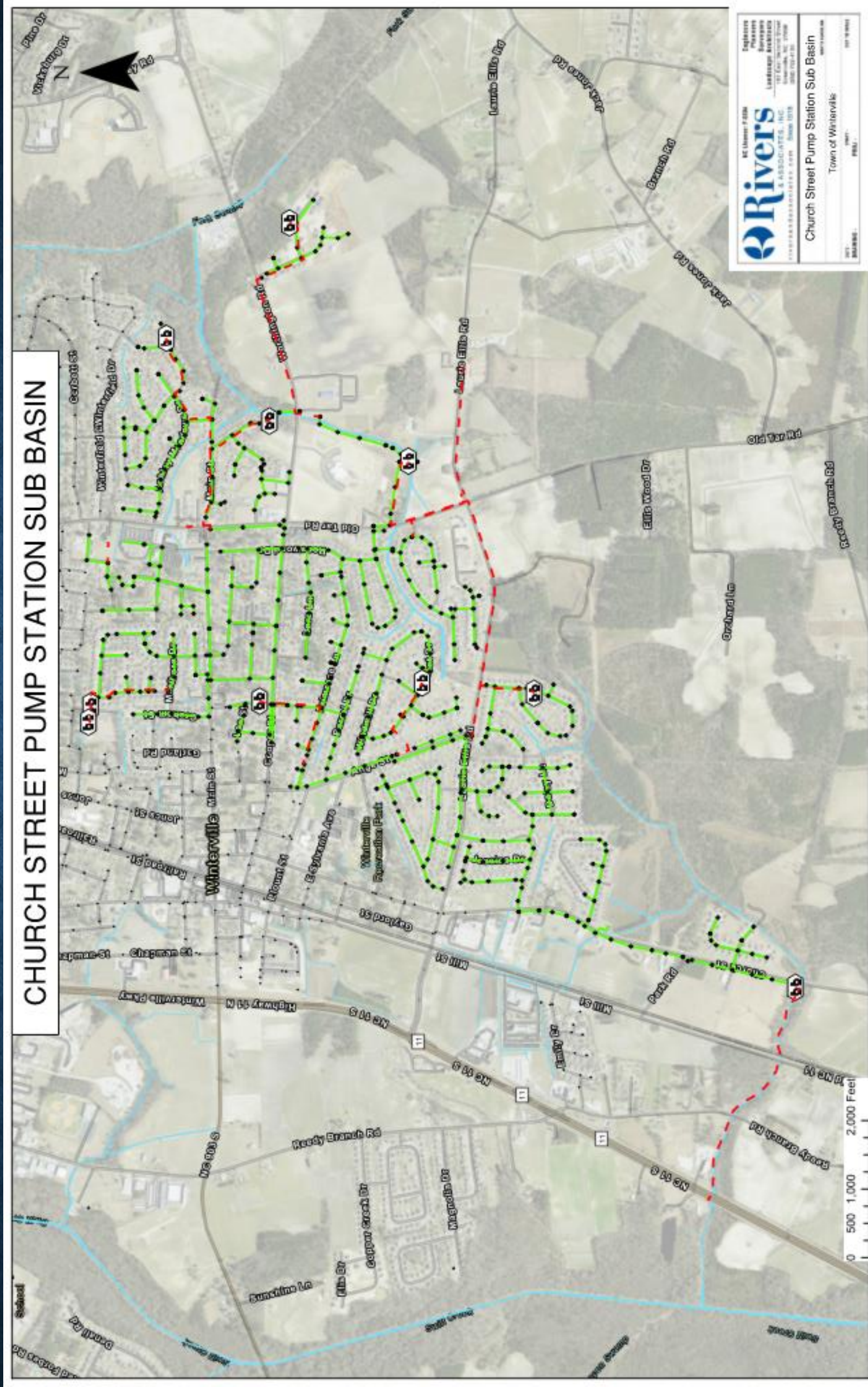


Pump Station	Pump Station Name
1	Chapman
2	Forbes
3	Robinson Heights
5	Gaylord
6	Winterfield
7	Winterville Crossing
8	May Farm
9	Canterbury
10	South Ridge
11	Cedar Ridge
12	Cornarstone
13	Preston Trails
14	Church Street
15	Bullock Farm
16	Manchester
17	Magnolia Ridge
18	Ashley Meadows
19	Main Street Village
20	Seacon Drive
21	Cooper's Point
22	Mellon Downs
23	Railroad Street
24	AG Cox Field
25	Red Forbes
26	Hillcrest Park
27	Winterville Recreation
28	Laurel Ellis
29	Elf's Ridge
0	CMSD

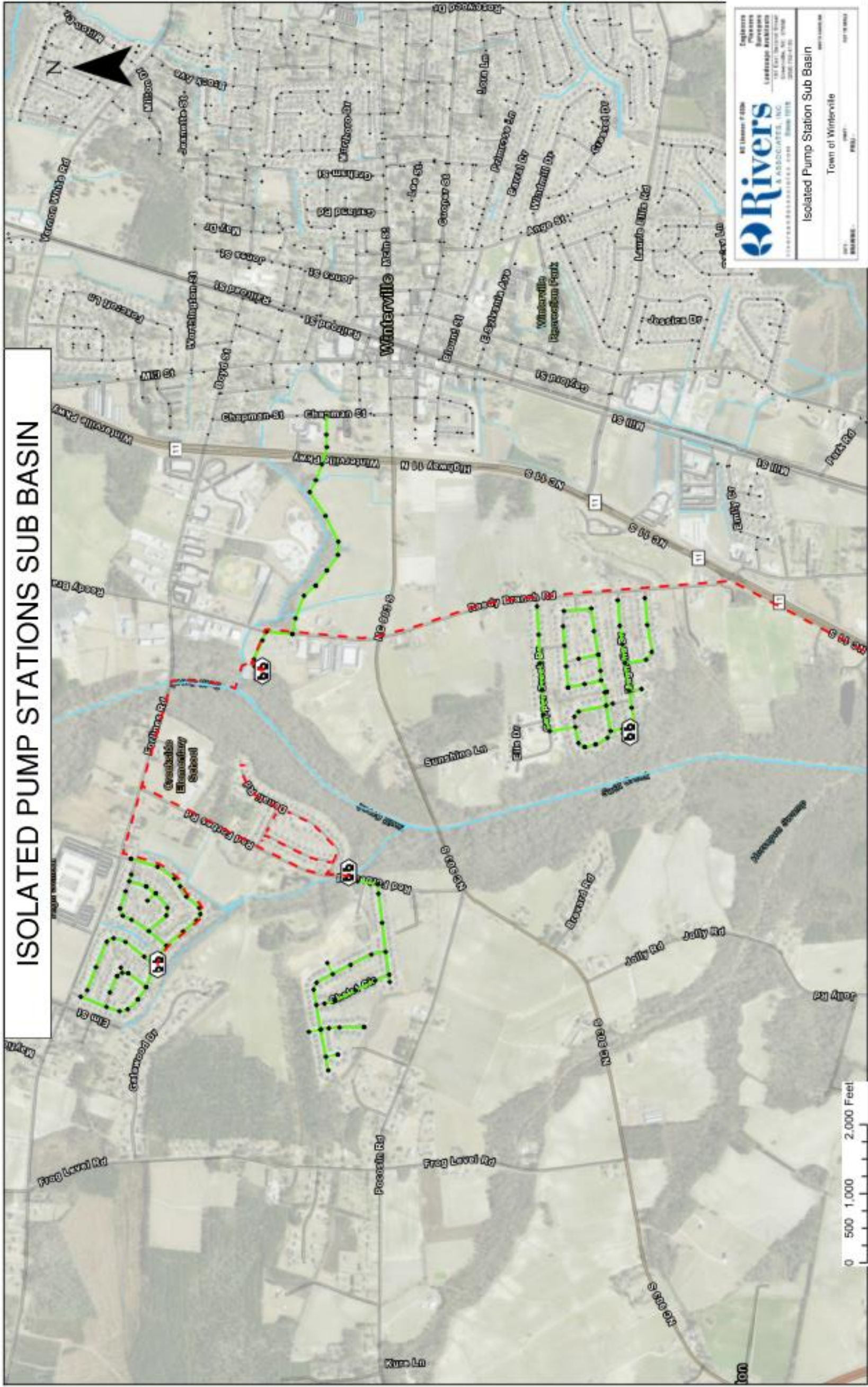
Rivers
 ENGINEERING ARCHITECTURE & LANDSCAPE, INC.
 1000 W. HARRIS STREET, SUITE 100
 WINTERVILLE, NC 28787
 (704) 292-1111

Town of Winterville – Sanitary Sewer System Overview
 08/14/2024

CHURCH STREET PUMP STATION SUBBASIN STATION SEWER SYSTEM

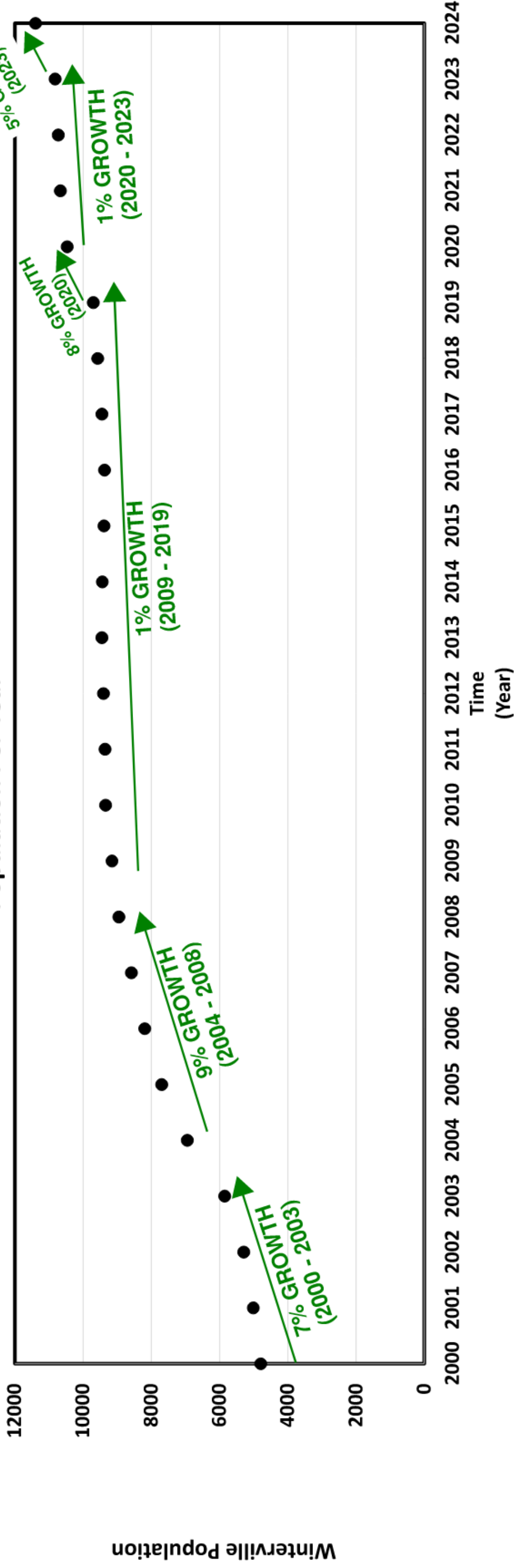


ISOLATED PUMP STATIONS & SEWER SYSTEMS



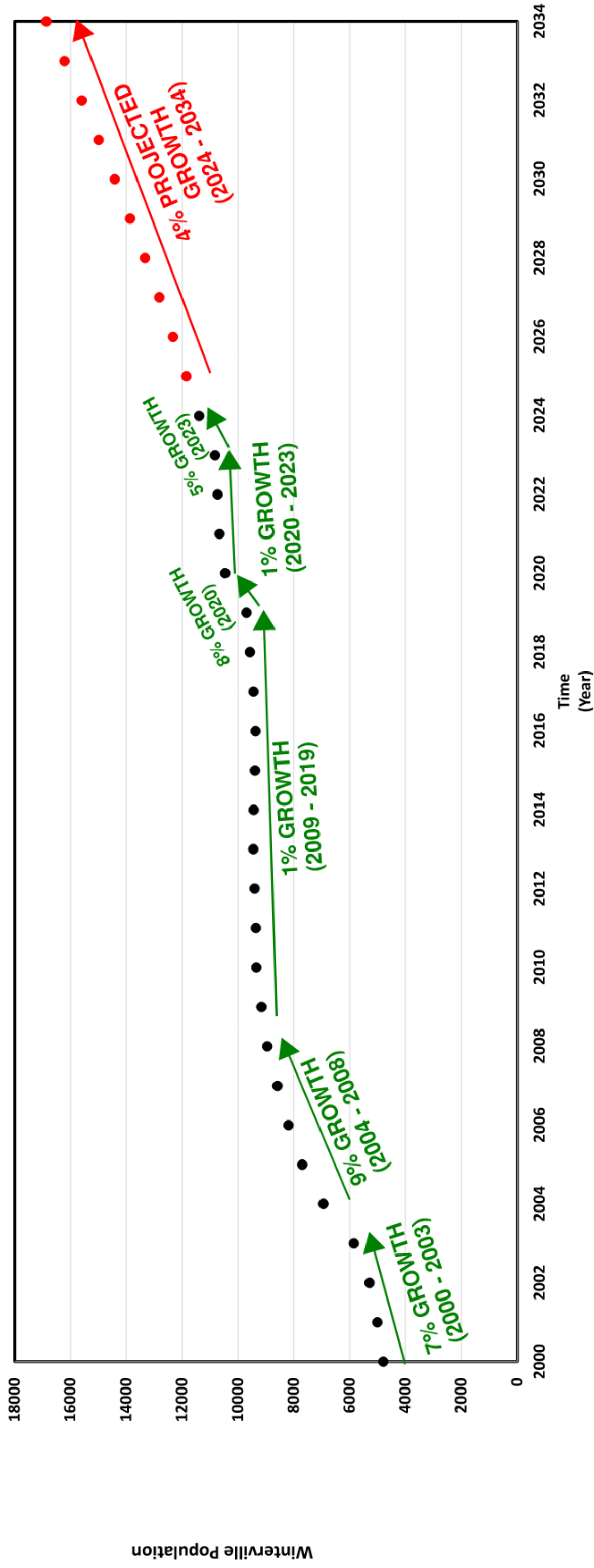
HISTORICAL POPULATION TRENDS

Town of Winterville
Population Per Year

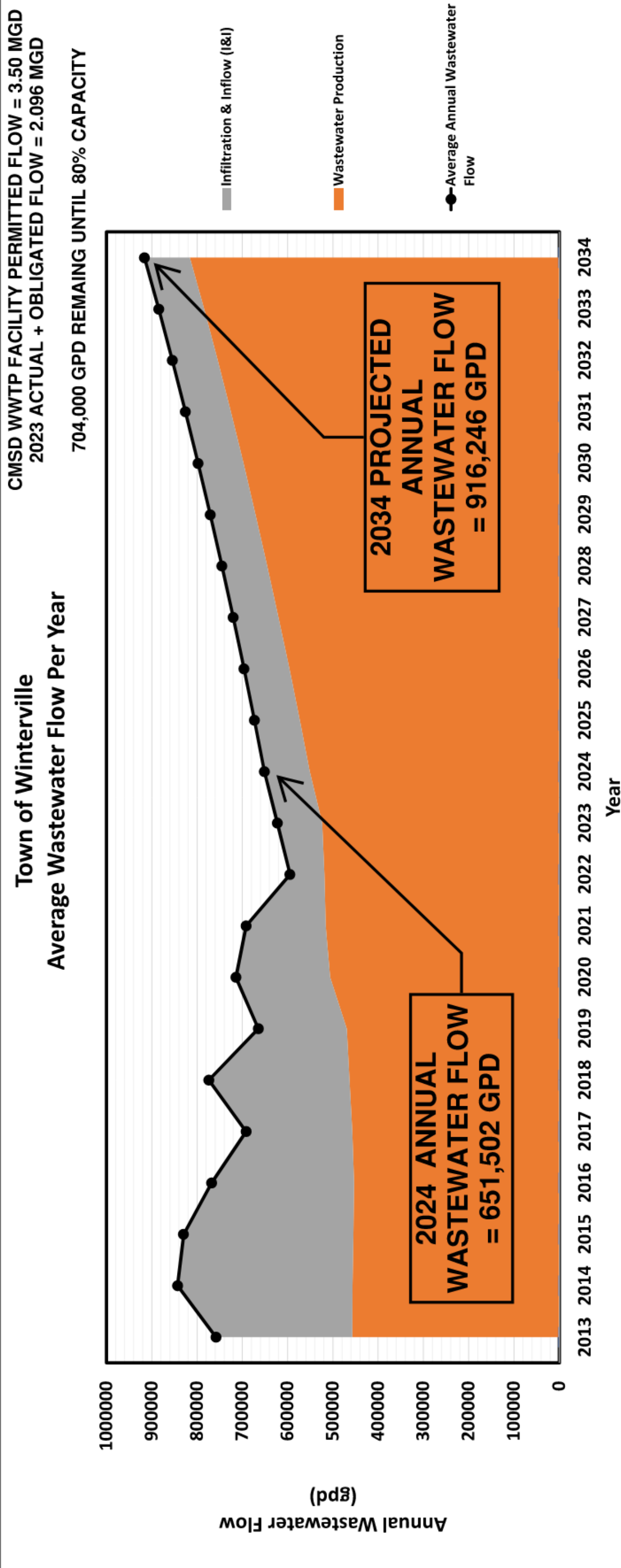


FUTURE POPULATION PROJECTIONS

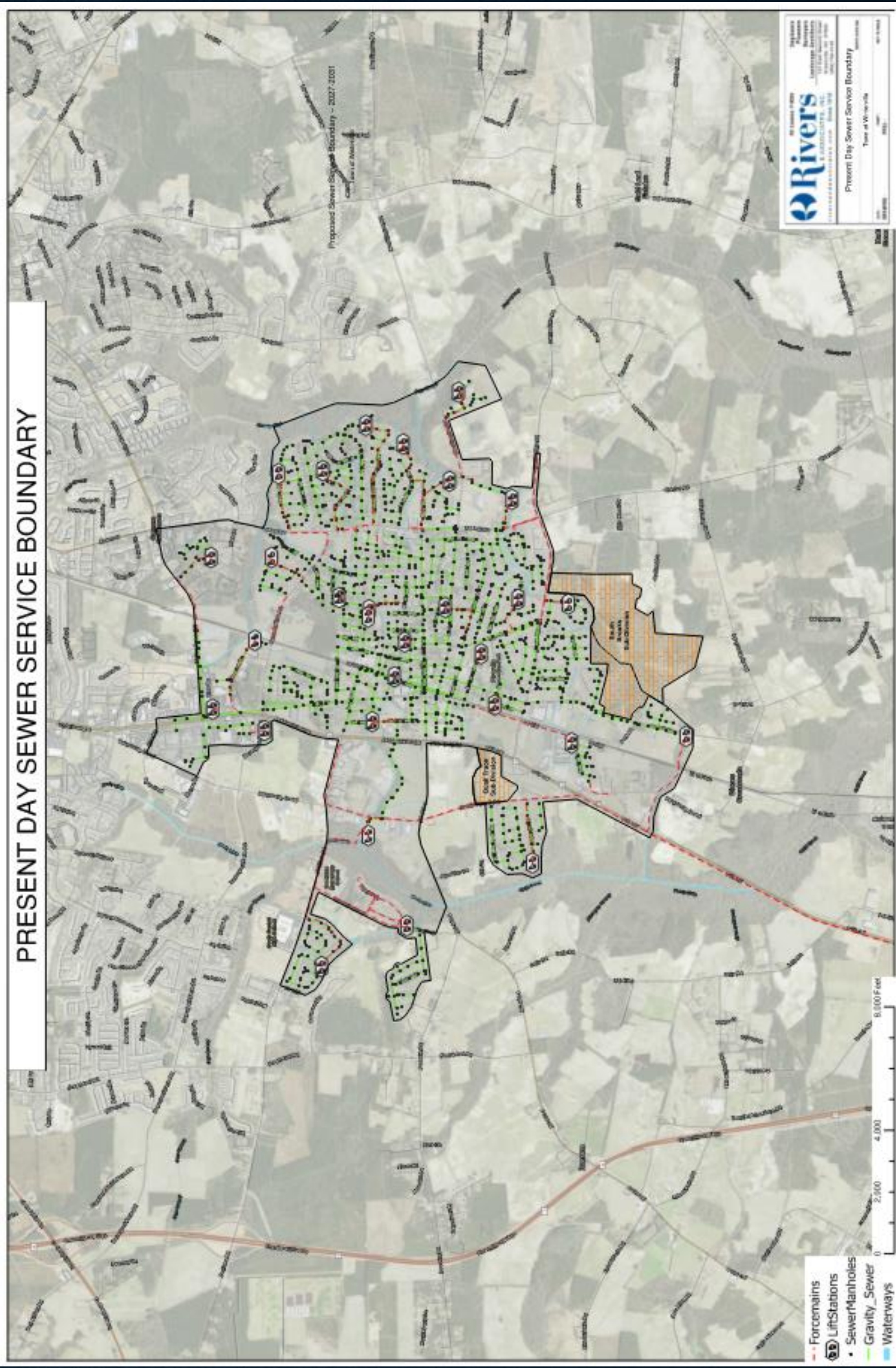
Town of Winterville
Population Per Year



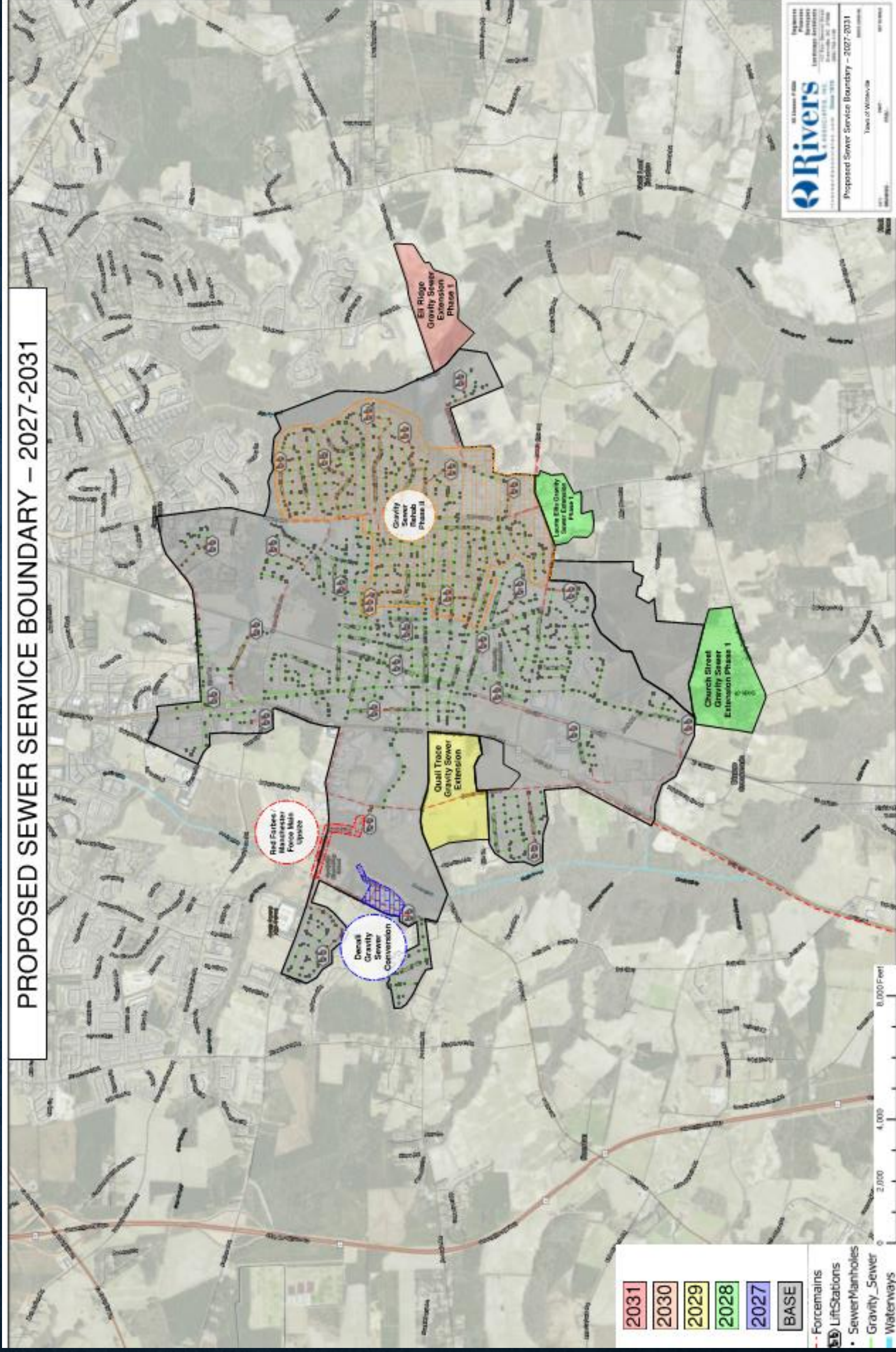
FUTURE ANNUAL WASTEWATER PROJECTION



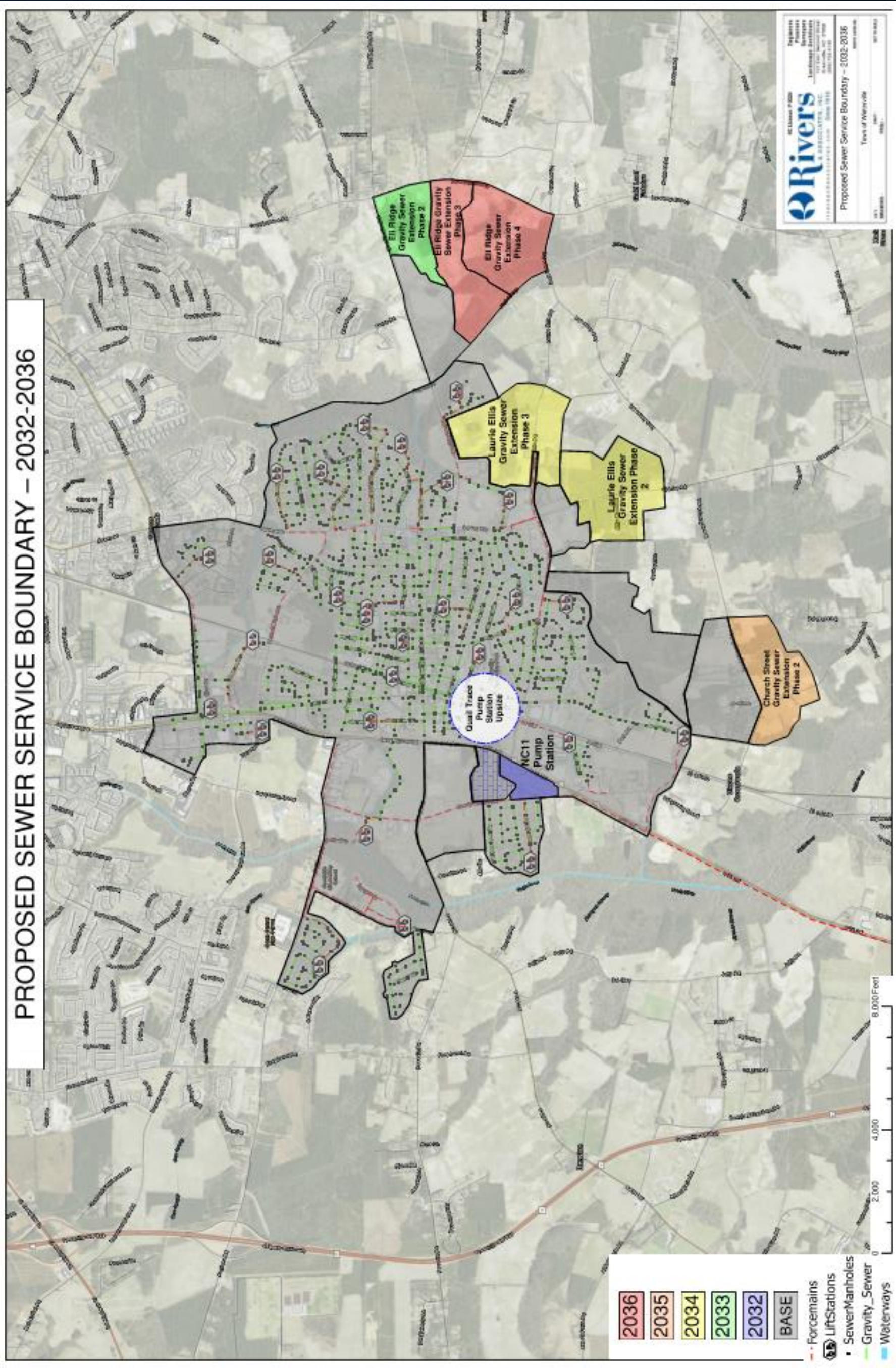
CURRENT TOWN OF WINTERVILLE BOUNDARIES



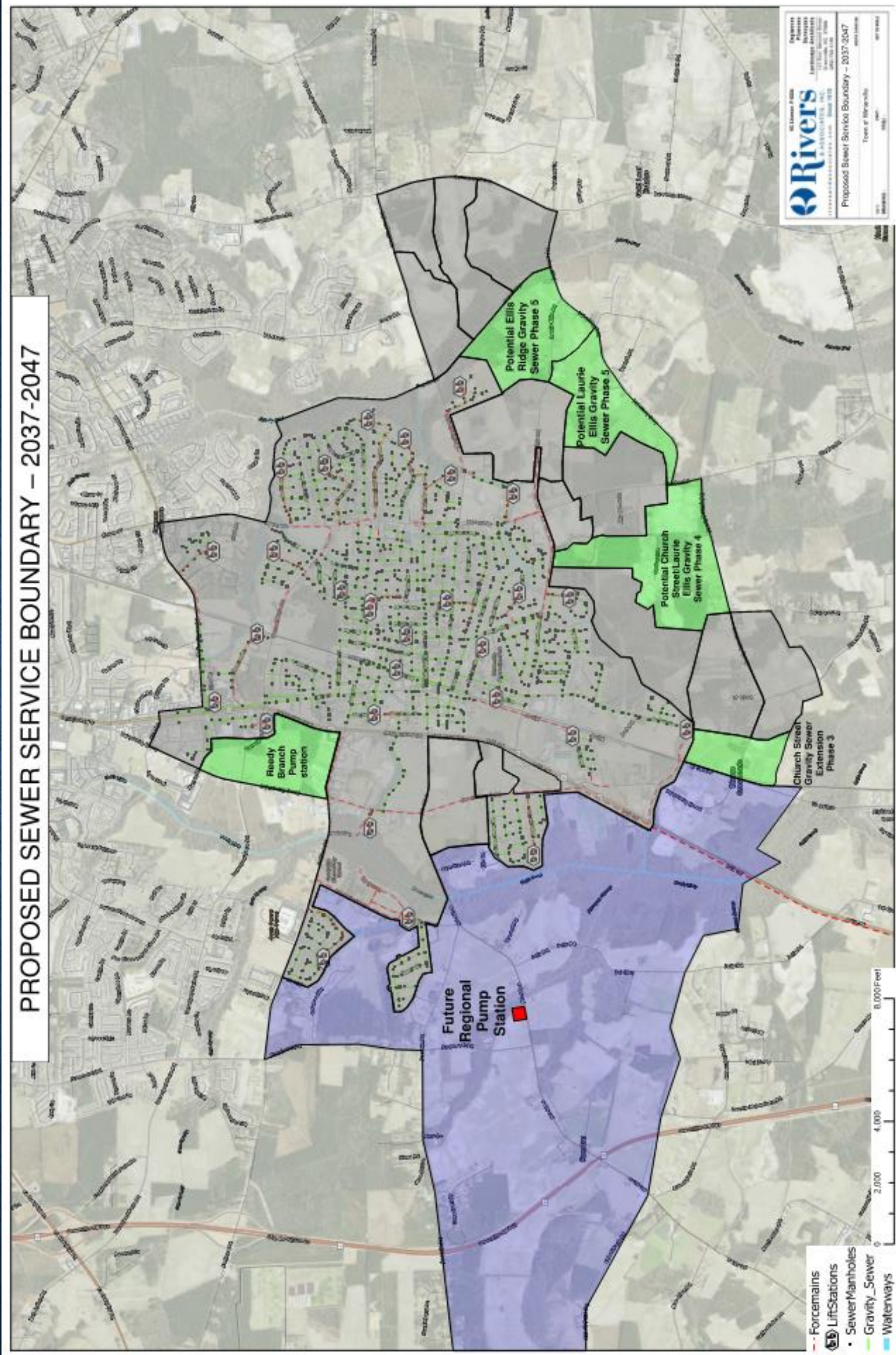
2027-2031 TOWN OF WINTERVILLE BOUNDARIES



2032-2036 TOWN OF WINTERVILLE BOUNDARIES



2037-2047 TOWN OF WINTERVILLE BOUNDARIES



PROJECT PROPOSALS

- Denali Gravity Sewer Conversion - \$3,326,874
- Phase I System Wide Sanitary Sewer Evaluation Survey (SSES) - \$155,000
- Church Street Gravity Sewer Extension Phase I - \$6,446,620
- Laurie Ellis Gravity Sewer Extension Phase I - \$2,686,590
- Phase II SSES - \$576,271
- Quail Trace Gravity Sewer Extension - \$4,977,248
- Gravity Sewer Rehabilitation - \$6,625,800
- Red Forbes Manchester Force Main Upsize - \$1,016,500
- Eli Ridge Gravity Sewer Extension Phase I - \$5,196,500
- NC 11 Pump Station/Upsize Quail Trace Pump Station - \$2,126,050
- Eli Ridge Gravity Sewer Extension Phase II - \$3,950,000
- Laurie Ellis Gravity Sewer Extension Phase II - \$2,381,390
- Laurie Ellis Gravity Sewer Extension Phase III- \$4,672,105
- Church Street Gravity Sewer Extension Phase II - \$3,612,820
- Eli Ridge Gravity Sewer Extension Phase III - \$3,593,825
- Eli Ridge Gravity Sewer Extension Phase IV - \$3,282,530
- Reedy Branch Pump Station - \$2,898,520

10-YEAR SEWER IMPROVEMENT PLAN

Summary of Capital Project Financing
 Town of Winterville, NC
 Sewer Master Plan
 May 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
Denali Gravity Sewer Conversion	\$ 3,326,873.75									
Phase I System-wide Sanitary Sewer Evaluation Survey (SSES)	\$ 155,000.00									
Church Street Gravity Sewer Extension - Phase I	\$ 6,446,620.00									
Laurie Ellis Gravity Sewer Extension - Phase I	\$ 2,686,590.00									
Phase II SSES			\$ 576,271.25							
Quail Trace Gravity Sewer Extension			\$ 4,977,247.50							
Gravity Sanitary Sewer Rehabilitation				\$ 6,625,800.00						
Red Forbes/Manchester Force Main Upsize					\$ 1,016,500.00					
Eli Ridge Gravity Sewer Extension Phase I					\$ 5,196,500.00					
NC 11 Pump Station/Upsize Quail Trace Pump Station						\$ 2,126,050.00				
Eli Ridge Gravity Sewer Extension Phase II						\$ 3,950,000.00				
Laurie Ellis Gravity Sewer Extension - Phase II							\$ 2,381,390.00			
Laurie Ellis Gravity Sewer Extension - Phase III							\$ 4,673,105.00			
Church Street Gravity Sewer Extension - Phase II								\$ 3,612,820.00		\$ 3,593,825.00
Eli Ridge Gravity Sewer Extension Phase III										\$ 3,293,530.00
Eli Ridge Gravity Sewer Extension Phase IV										\$ 2,898,520.00
Reedy Branch Pump Station										\$ 9,785,875.00
Total	\$ 3,481,873.75	\$ 9,133,210.00	\$ 5,553,518.75	\$ 6,625,800.00	\$ 6,213,000.00	\$ 2,126,050.00	\$ 3,950,000.00	\$ 7,054,495.00	\$ 3,612,820.00	\$ 9,785,875.00

Revenue Source	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
Denali Gravity Sewer Conversion	\$ 232,881.16	\$ 229,554.29	\$ 226,227.42	\$ 222,900.54	\$ 219,573.67	\$ 216,246.79	\$ 212,919.92	\$ 209,593.05	\$ 206,266.17	\$ 202,939.30
Church Street & Laurie Ellis Gravity Sewer Extensions - Phase I		\$ 639,324.70	\$ 630,191.49	\$ 621,058.28	\$ 611,925.07	\$ 602,791.86	\$ 593,658.65	\$ 584,525.44	\$ 575,392.23	\$ 566,259.02
Quail Trace Gravity Sewer Extension			\$ 348,407.33	\$ 343,430.08	\$ 338,452.83	\$ 333,475.58	\$ 328,498.34	\$ 323,521.09	\$ 318,543.84	\$ 313,566.59
Gravity Sanitary Sewer Rehabilitation				\$ 463,806.00	\$ 457,180.20	\$ 450,554.40	\$ 443,928.60	\$ 437,302.80	\$ 430,677.00	\$ 424,051.20
Red Forbes/Manchester Force Main Upsize + Eli Ridge Phase I Extension					\$ 434,910.00	\$ 428,697.00	\$ 422,484.00	\$ 416,271.00	\$ 410,058.00	\$ 403,845.00
NC 11 Pump Station/Upsize Quail Trace Pump Station						\$ 148,823.50	\$ 146,697.45	\$ 144,571.40	\$ 142,445.35	\$ 140,319.30
Eli Ridge Gravity Sewer Extension Phase II							\$ 276,500.00	\$ 272,550.00	\$ 268,600.00	\$ 264,650.00
Laurie Ellis Gravity Sewer Extensions - Phase II & III								\$ 493,814.65	\$ 486,760.16	\$ 479,705.66
Church Street Gravity Sewer Extension - Phase II									\$ 252,897.40	\$ 249,284.58
Eli Ridge Gravity Sewer Extension Phase III & IV										\$ 685,011.25
Installment Financing (20-year loans @ 2%)	\$ 232,881.16	\$ 868,878.99	\$ 1,204,826.23	\$ 1,651,194.90	\$ 2,062,041.77	\$ 2,180,589.14	\$ 2,424,686.96	\$ 2,882,149.42	\$ 3,091,640.15	\$ 3,729,631.90
Local Sewer Fund Operating Expenses	\$ 155,000.00	\$ -	\$ 576,271.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funds Required	\$ 387,881.16	\$ 868,878.99	\$ 1,781,097.48	\$ 1,651,194.90	\$ 2,062,041.77	\$ 2,180,589.14	\$ 2,424,686.96	\$ 2,882,149.42	\$ 3,091,640.15	\$ 3,729,631.90

SUMMARY OF SEWER IMPROVEMENTS

- Removal of approximately 70 simplex low-pressure sewer pumps
- Continued identification and removal of inflow and infiltration
- Upgrade to existing pump stations and force mains to support future development
 - Quail Trace Pump Station Upgrade
 - Red Forbes/Manchester Force Main Upsize
- Identification of ten (10) potential gravity sewer extensions in lieu of similar number of pump stations
- Identification of three (3) potential pump stations to support future Town expansion
 - NC 11 Pump Station
 - Reedy Branch Pump Station
 - Future West Winterville Regional Pump Station

ANY QUESTIONS?

Summary of Capital Project Financing

Town of Winterville, NC

Sewer Master Plan

May 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
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Eli Ridge Gravity Sewer Extension Phase I					\$ 5,196,500.00					
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Laurie Ellis Gravity Sewer Extension - Phase III								\$ 4,673,105.00		
Church Street Gravity Sewer Extension - Phase II									\$ 3,612,820.00	
Eli Ridge Gravity Sewer Extension Phase III										\$ 3,593,825.00
Eli Ridge Gravity Sewer Extension Phase IV										\$ 3,293,530.00
Total	\$ 3,481,873.75	\$ 9,133,210.00	\$ 5,553,518.75	\$ 6,625,800.00	\$ 6,213,000.00	\$ 2,126,050.00	\$ 3,950,000.00	\$ 7,054,495.00	\$ 3,612,820.00	\$ 6,887,355.00

Revenue Source	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
Denali Gravity Sewer Conversion	\$ 232,881.16	\$ 229,554.29	\$ 226,227.42	\$ 222,900.54	\$ 219,573.67	\$ 216,246.79	\$ 212,919.92	\$ 209,593.05	\$ 206,266.17	\$ 202,939.30
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Quail Trace Gravity Sewer Extension			\$ 348,407.33	\$ 343,430.08	\$ 338,452.83	\$ 333,475.58	\$ 328,498.34	\$ 323,521.09	\$ 318,543.84	\$ 313,566.59
Gravity Sanitary Sewer Rehabilitation				\$ 463,806.00	\$ 457,180.20	\$ 450,554.40	\$ 443,928.60	\$ 437,302.80	\$ 430,677.00	\$ 424,051.20
Red Forbes/Manchester Force Main Upsize + Eli Ridge Phase I Extension					\$ 434,910.00	\$ 428,697.00	\$ 422,484.00	\$ 416,271.00	\$ 410,058.00	\$ 403,845.00
NC 11 Pump Station/Upsize Quail Trace Pump Station						\$ 148,823.50	\$ 146,697.45	\$ 144,571.40	\$ 142,445.35	\$ 140,319.30
Eli Ridge Gravity Sewer Extension Phase II							\$ 276,500.00	\$ 272,550.00	\$ 268,600.00	\$ 264,650.00
Laurie Ellis Gravity Sewer Extensions - Phase II & III								\$ 493,814.65	\$ 486,760.16	\$ 479,705.66
Church Street Gravity Sewer Extension - Phase II									\$ 252,897.40	\$ 249,284.58
Eli Ridge Gravity Sewer Extension Phase III & IV										\$ 482,114.85
Installment Financing (20-year loans @ 2%)	\$ 232,881.16	\$ 868,878.99	\$ 1,204,826.23	\$ 1,651,194.90	\$ 2,062,041.77	\$ 2,180,589.14	\$ 2,424,686.96	\$ 2,882,149.42	\$ 3,091,640.15	\$ 3,526,735.50
Local Sewer Fund Operating Expenses	\$ 155,000.00	\$ -	\$ 576,271.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funds Required	\$ 387,881.16	\$ 868,878.99	\$ 1,781,097.48	\$ 1,651,194.90	\$ 2,062,041.77	\$ 2,180,589.14	\$ 2,424,686.96	\$ 2,882,149.42	\$ 3,091,640.15	\$ 3,526,735.50



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: May 11, 2026

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Integrity Church of Greenville, NC Annexation Petition.

Action Requested: Hold Public Hearing for Annexation Consideration.

Attachment: Annexation Petition, Resolution of Elders, Legal Description, Annexation Map, Certified Mailings, Notice, and Certificate of Sufficiency.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 4/22/2026

ABSTRACT ROUTING:

TC: 5/4/2026

TM: 5/4/2026

Final: tlp - 5/4/2026

Supporting Documentation

Applicant: The Elders of Integrity Church of Greenville NC.

Location: 569 Irish Lane and 4136 Old Tar Road.

Parcel Numbers: 24022 & 39755

Site Data: 5.85 acres.

Zoning: A-R.

*** The applicant requested to delay the annexation's public hearing from April to May.

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. (Applicant requested to delay this public hearing).

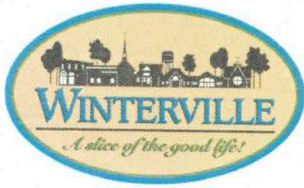
5/11/26: Hold Public Hearing.

If approved, anticipated Effective Date will be May 31, 2026.

Staff recommends approval of the annexation petition.

Budgetary Impact: NA.

Recommendation: Staff recommends Council Approve Annexation.



**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:

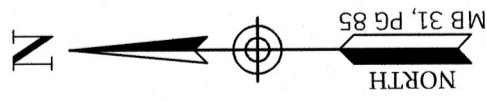
Beginning at a point on the northern right-of-way of Irish Lane and the western right-of-way of NCSR 1700 Old Tar Road, said point being the southernmost corner of Lot 8, Knoll acres subdivision as recorded in Map Book 31, Page 85, the True Point of Beginning. Thence from the True Point of Beginning, 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: _____

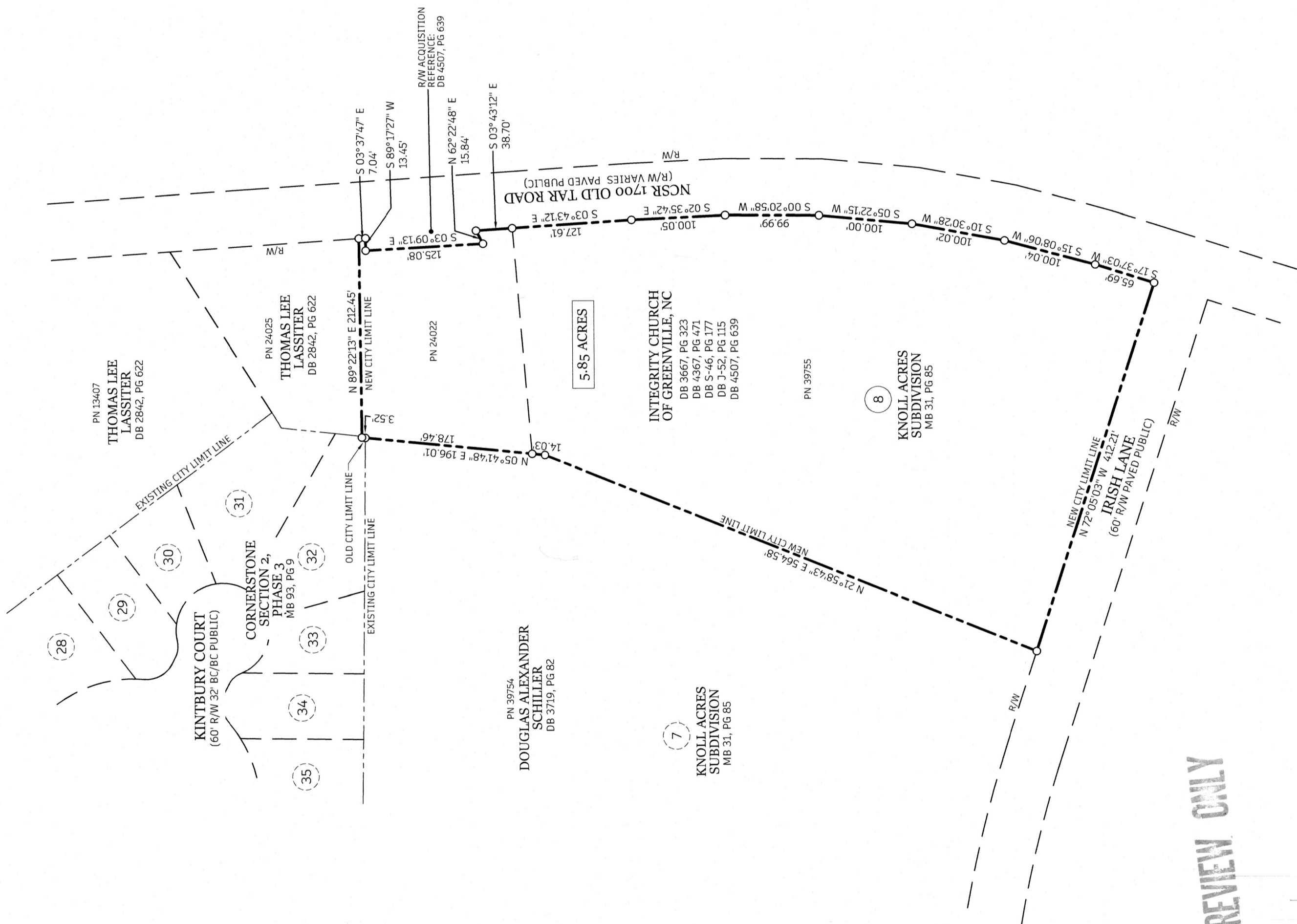
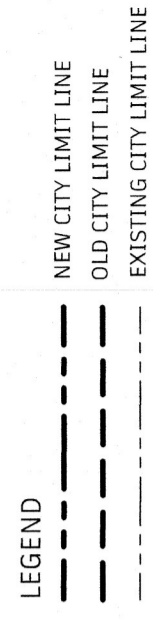
NORTH CAROLINA, _____ COUNTY
 I, _____, NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT _____ A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC
 MY COMMISSION EXPIRES _____
 PROJECT NO. P1838-001
 DRAWING NO. P1838-001 ANNEX.DWG

FOR REVIEW ONLY



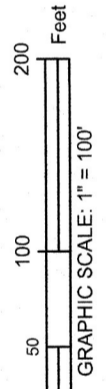
VICINITY MAP
 SCALE: 1" = 1000'



PN 39755 AND PN 24022

SHEET 1 OF 1

MAP SHOWING AREA TO BE ANNEXED BY _____ ORDINANCE NO. _____ ACCEPTED BY THE TOWN OF WINTERVILLE, NC MAYOR _____ DATE _____		INTEGRITY CHURCH OF GREENVILLE, NC WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA OWNER: INTEGRITY CHURCH OF GREENVILLE, NC 569 IRISH LANE WINTERVILLE, NC 28590 (252) 756-4508		SURVEYED: NA DRAWN: DTB CHECKED: DTB APPROVED: DTB DATE: 12/05/2025 SCALE: 1" = 100'
INTEGRITY CHURCH OF GREENVILLE, NC WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA OWNER: INTEGRITY CHURCH OF GREENVILLE, NC 569 IRISH LANE WINTERVILLE, NC 28590 (252) 756-4508		STROUD ENGINEERING, P.A. 107-B COMMERCE STREET GREENVILLE, NC 27858 LICENSE NO. C-0647		



**Integrity Church Annexation
Mailed Notice for May 2026 Council Meeting Date
Parcel 39755 & 24022
Letters Mailed on April 23, 2026**

**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 23rd day of April, 2026.

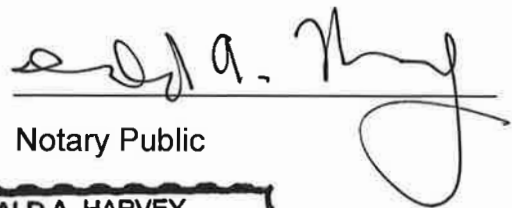


Director of Planning & Economic Development

**STATE OF NORTH CAROLINA
PITT COUNTY**

I, Donald A. Harvey, a Notary Public, do hereby certify that Stephen Penn, Director of Planning & 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 and notarial seal this the 23rd day of April, 2026.



Notary Public

My Commission Expires June 9, 2030





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
Public Hearing
Integrity Church**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on **Monday May 11, 2026** at 6:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, for consideration of the following request:

- **Integrity Church Annexation Petition:** The Town of Winterville has received an annexation petition for 5.85 acres along Old Tar Road; 569 Irish Lane (parcel number 39755) and 4136 Old Tar Road (parcel number 24022).

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

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

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



Integrity Church of Greenville
569 IRISH LN
WINTERVILLE NC 28590

Integrity Church of Greenville
4136 Old Tar Rd.
WINTERVILLE NC 28590

Thomas Lassiter
3547 Jolly Rd.
Ayden NC 28513

Reggie Spain Construction LLC
609 D Country Club Dr.
Greenville NC 27834

Douglas & Allison Schiller
357 Irish Ln
WINTERVILLE NC 28590

Amy & Michael Perry
534 Irish Ln
WINTERVILLE, NC 28590

Peace Presbyterian Church
301 Guinness Dr
Winterville, NC 28590

ABC Family LLC
PO BOX 25334
Sarasota, FL 34277

Angela Revis
104 Blackwater Dr
WINTERVILLE, NC 28590

Gayle and Diane Smith
108 Blackwater Dr.
Winterville, NC 28590

Vimalkumar & Kamyanti Sinhal
101 West Meath Dr.
WINTERVILLE, NC 28590

**Notice of Public Hearing
Town of Winterville**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on Monday, May 11, 2026, at 6:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, to consider the following request:

- **Integrity Church Annexation Petition:** The Town of Winterville has received an annexation petition for 5.85 acres along Old Tar Road; 569 Irish Lane (parcel number 39755) and 4136 Old Tar Road (parcel number 24022).

Copies of the Zoning Ordinance and Map are on file at the Planning Department Office in the Town Hall and are available for public inspection by contacting stephen.penn@wintervillenc.com or the Winterville Planning Department at (252) 756-2221; ext. 2360 or at www.wintervillenc.com.

The meeting is open to the public and will be available electronically. The public is encouraged to attend the meeting or watch the meeting live on YouTube (www.wintervillenc.com/videos). Persons having an interest in this matter and desiring to speak either for or against are encouraged to submit comments in writing prior to the meeting to stephen.penn@wintervillenc.com. Details on how to participate or view the meeting will be posted on the Town website. For further information, contact the Winterville Planning Department at (252) 756-2221; ext. 2360. The public may submit written comments to the Town Clerk's office, 2571 Railroad Street, Winterville, NC 28590, or via email to don.harvey@wintervillenc.com. Please include your name and address.

Notes to Publisher:

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

Subject: Public Hearing; Winterville Town Council Meeting; Monday, May 11, 2026.

Please place the above legal advertisement in the Daily Reflector on Wednesday, April 29, 2026, and Wednesday, May 6, 2026. Should you have any questions please contact me.

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

Thanks,

Donald Harvey, NCCMC
Town Clerk
Town of Winterville
2571 Railroad Street
PO Box 1459
Winterville, NC 28590
(252) 756-2221 – ext. 2344 – Phone
don.harvey@wintervillenc.com

CERTIFICATE OF SUFFICIENCY

**INTEGRITY CHURCH OF GREENVILLE ANNEXATION
PARCEL NUMBERS: 24022 AND 39755**

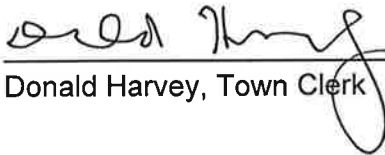
To the Town Council of the Town of Winterville, North Carolina:

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 10th day of February 2026.

ATTEST:





Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: May 11, 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 meeting listed below.

Prepared By: Donald Harvey, Town Clerk

Date: 4/29/2026

ABSTRACT ROUTING:

TC: 5/4/2026

TM: 5/4/2026

Final: tlp - 5/4/2026

Supporting Documentation

Approval of the following set of Council Meeting Minutes:

- April 13, 2026 Regular Town Council Meeting.

Budgetary Impact: NA.

Recommendation: Staff recommends Council approve the minutes.



**WINTERVILLE TOWN COUNCIL
MONDAY, APRIL 13, 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 (absent illness)
Shantel Hawkins, Councilwoman
Johnny Moye, Councilman
Lisa Smith, Councilwoman
Keen Lassiter, Town Attorney
Terri L. Parker, Town Manager
Anthony Bowers, Assistant Town Manager
Charles Hamilton, Police Lieutenant
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
Willie Gay, Building Inspector/GIS Technician
Tristyn Daughtry, Economic Development Planner
Donald Harvey, Town Clerk

CALL TO ORDER: Mayor Hines called the Winterville Town Council Meeting to order at 6:02 PM on Monday, April 13, 2026, at 2571 Railroad Street, Winterville, NC 28590.

INVOCATION: Pastor Nina Blount Hair gave the Invocation.

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

WELCOME: Mayor Hines welcomed all those in attendance and those watching online. He recognized Judge Foster, who was present in the audience, and invited any other elected officials in attendance to identify themselves.

ROLL CALL: Present: Mayor Hines; Mayor Pro Tem Roberson; Councilwoman Hawkins; Councilwoman Smith; Councilman Moye. Absent: Councilwoman Harrell (illness).

APPROVAL OF AGENDA:

Town Manager Parker noted one amendment to the agenda: the ECU Health Hub Partnership item would be removed from Other Agenda Items, as it had been brought forward by Councilwoman Harrell, who was absent due to illness. Town Manager Parker indicated the item would be returned to the agenda in May.

Motion made by Councilwoman Smith and seconded by Councilwoman Roberson to approve the amended agenda. Motion carried unanimously, 4-0.

PROCLAMATIONS: Town Clerk Harvey read the following proclamations.

1. Pitt Community College Month.

Town Clerk Harvey read a proclamation declaring April 2026 as Pitt Community College Month in Winterville, recognizing the college's role as a cornerstone of education and workforce development in eastern North Carolina since 1961. The proclamation highlighted the college's service to more than 20,000 students annually, its new welding technology building, nationally recognized cybersecurity program, and its designation as a military-friendly school.

Marriane Cox, representing Pitt Community College on behalf of President Farr, accepted the proclamation and expressed gratitude to the Town Council for their continued investment in and attendance at college events. She remarked, "You can't go anywhere without running into someone who has come through Pitt Community College," and noted that the college would soon hold a ribbon cutting for the new welding building.

Mayor Hines shared that he had recently attended a national mayors' conference in Washington, D.C., where he had boasted about Pitt Community College's welding campus being the largest in North Carolina.

Councilman Moye shared that he had personally begun his career in the trades after attending Pitt Community College and encouraged young adults who were undecided about a four-year college to consider the institution. Ms. Cox replied, "I need to put him on a commercial."

Mayor Pro Tem Roberson noted that she had recently completed a continuing education course at the college and that her daughter is a graduate and her granddaughter will soon graduate from the college's early college program.

Councilwoman Smith said that three of her five children had attended Pitt Community College and gone on to successful careers.

Councilwoman Hawkins shared that her daughter, attending from South Central High School, had achieved straight A's, been nominated for the National Honor Society, and was excelling in human services. She stated, "There are so many things that she aspires to do," and thanked the college for the opportunities it provides.

2. Electric Lineworker Appreciation Days.

Town Clerk Harvey read a proclamation honoring Electric Lineworker Appreciation Days on April 13 and April 18, 2026. The proclamation referenced the 115th Congress's recognition of line workers and the North Carolina General Assembly's 2015 designation of the second Monday in April as Line Worker Appreciation Day. It recognized the dedication, passion, and personal risk taken by electric line workers who maintain power lines around the clock, serve as first responders during storms, and ensure the community's safety and reliability of power.

Mayor Hines expressed personal appreciation to the town's utility workers, stating, "We appreciate what you do, your dedication to be out there in a time of danger and risking it all so that we make sure that we're safe." He asked the recipient to convey the council's gratitude to the entire staff.

3. Honoring Christina Cherry.

Town Clerk Harvey read a proclamation honoring Christina Cherry, a 23-year-old Winterville resident who graduated cum laude with a Bachelor of Arts in Gerontology from Winston-Salem State University in December 2025, and who will attend Duke University's School of Nursing Master's program in August 2026. The proclamation recognized her as a 2026 Winterville Historical and Art Society Trailblazer Spotlight recipient and acknowledged her commitment to caring for the elderly, noting her aspiration to open an elderly caregiving business in Winterville.

Ms. Cherry, accepting the proclamation, stated, "I am honored to receive this recognition today," and thanked the Town Council, as well as her support system.

PRESENTATIONS:

1. National Fitness Campaign.

Parks and Recreation Director White and Economic Development Planner Daughtry presented on the National Fitness Campaign and the potential for a Fitness Court Studio in Winterville. A short video produced by the National Fitness Campaign was shown, highlighting the organization's mission to provide free, world-class outdoor fitness infrastructure in communities across the country, including ADA-accessible equipment usable by individuals of all ages and abilities.

Economic Development Planner Daughtry explained that the project was a natural fit for Winterville, noting that residents had consistently expressed the need for additional recreation and wellness opportunities and feedback also reflected in the town's adopted Comprehensive Recreation Master Plan, which identifies outdoor fitness centers as a priority. From an economic development standpoint, she described investments of this kind as quality-of-life amenities that help make Winterville "not just a place where people live, but where people want to stay, spend their time, and choose to invest."

Parks and Recreation Director White noted that North Carolina has seen strong momentum with Fitness Court installations statewide, and that the region has been identified as a priority area without a Fitness Court Studio. Staff had visited an installation in Selma to observe its functionality.

Economic Development Planner Daughtry then outlined the funding status: the Town had been awarded a \$30,000 Healthy Cities grant through the National Fitness Campaign, and staff were now seeking council authorization to pursue additional grant funding, including the T-Mobile Hometown Grant, the Lowe's Community Impact Grant, and the PARTF grant through the State. She clarified emphatically that the resolution being requested did not constitute approval of the fitness court itself, but rather authorized staff to continue pursuing funding and partnerships in order to bring a full project scope back to council.

The total projected cost of the project was discussed. Economic Development Planner Daughtry explained that the most basic implementation, the fitness court only would require \$180,000 in contribution for equipment and installation, while a fully realized fitness court studio with shade, art, and additional elements could reach \$280,000. With the \$30,000 grant awarded, additional funding would be required.

Councilwoman Hawkins raised two concerns. First, she asked whether the National Fitness Campaign project would supersede or draw resources away from the town's ongoing pursuit of a multipurpose center. Town Manager Parker clarified definitively: "It is not in place of our discussions and movement

towards a multipurpose facility. It's in addition to adding an amenity to our parks facility." Economic Development Planner Daughtry also noted that the funding mechanisms being explored were "more amenity-driven, place-making, and economic development" oriented, with lower funding levels, meaning a different pool of resources would be pursued.

Councilwoman Hawkins's second concern was transparency regarding potential use of taxpayer funds. She stated, "My stance is I don't want taxpayers paying any additional monies when we already have something in place that has been in pursuit." Economic Development Planner Daughtry responded that any scenario where town funds would be required to complete the project would be brought back to council with a full project proposal. She emphasized that the current strategy is to fund the court completely externally.

Councilwoman Hawkins further asked how community members would be engaged and educated about the project and the equipment, and whether programming around safety would be considered. Economic Development Planner Daughtry responded that some funding opportunities actually require community input sessions, and that the National Fitness Campaign trains community ambassadors who provide regular instruction on how to use the equipment. She added that users have digital access to workout programming through the campaign's mobile and desktop platform tailored to their fitness level.

Councilman Moyer expressed support for the motion, drawing a parallel to existing playground equipment in town parks: "It's a win-win situation if we can find the right way to support it." He added that he hoped additional grants could be found to support the program.

Motion made by Councilman Moyer and seconded by Councilwoman Smith to approve the resolution of adoption supporting the town's partnership with the National Fitness Campaign and authorizing staff to continue pursuit of funding for the Fitness Court Studio. Motion carried unanimously, 4-0.

2. Impact 180-Girls Flag Football Teams (Year-Round Opportunity for Winterville Youth).

Mr. Douvier Miles presented on the Impact 180 Girls Flag Football travel team, a year-round program he coaches for young women in Winterville and Pitt County. Mr. Miles introduced himself, sharing his personal background: a 2011 South Central High School graduate, he attended East Carolina University before leaving to serve in the military until 2016. After returning home to support his father following a serious car accident, he returned to ECU and graduated with distinction, magna cum laude, with a degree in Sports Studies and a minor in Parks and Recreation Management. He currently serves as an assistant coach for boys' football and track and field at South Central, and as head coach of the school's girls' flag football team, which launched its first season last school year.

He explained that after the school's five-week season ended, he did not want the young women to stop playing. Impact 180 was born from that desire, expanding on a travel basketball program originally started by his mother, Dina Miles Randolph. He noted that the team had just returned from a tournament in Mooresville the previous day. He introduced four of his players present in the audience; Kaylee, Maya, Lorraine, and Jalen, who stood to be recognized.

Mr. Miles emphasized that flag football is "the largest growing sport in North America," pointing to Winterville native Amber Clark, who is a member of the United States National Flag Football Team and a multiple gold medalist. He spoke passionately about his preference for coaching young women: "It is strictly development. They learn fast. They pick up everything, It is so quiet. It is like crickets out there. They're focused." His primary purpose was for partnership opportunities with the community and local businesses to expand access, practice facilities, and exposure for the program.

Mayor Hines recalled meeting Mr. Miles at South Central on a Saturday during a practice session and expressed admiration for the intensity and focus the young women displayed. He also recounted attending a Carolina Panthers game where Amber Clark coached a North Carolina girls' flag football team. Mayor Hines suggested Mr. Miles consider connecting with Pitt County's recreation department as it prepares to build new fields, as well as exploring Alice King as a practice site.

Councilwoman Hawkins offered extended praise for Mr. Miles's dedication: "Out of anywhere you could have been, you are here." She noted that he coaches without pay, and that "when you raise and invest in young ladies, you are investing in a nation." She called on the town's parks and recreation department and the director to coordinate with Mr. Miles, noting that more recreational opportunities for girls were a longstanding need. She also made a personal donation to the program on behalf of herself and invited other council members to do the same. Mayor Pro Tem Roberson separately presented a donation as well.

Mayor Pro Tem Roberson acknowledged that she was unfamiliar with the sport but strongly applauded the effort to provide recreational variety for young women: "We've always fought with that. We do not have a lot of recreational activities for girls. This may be a way of adding a choice for our young ladies in our community."

Councilwoman Hawkins formally requested that the town manager and parks and recreation director follow up with Mr. Miles to explore collaboration opportunities, noting the program's potential to inspire girls from elementary school through college and professional levels.

PUBLIC COMMENT: Mayor Hines read the town's public comment policy, noting that speakers are limited to three minutes and no more than three speakers may address a single matter during the 30-minute period.

1. Ms. Brandy Daniels of 2945 Foxglove Drive, Winterville.

Ms. Daniels raised two points. First, she suggested that the council consider allowing public comment at the end of meetings as well, noting that residents often hear agenda discussions and have relevant responses but must wait until the following month's meeting to address them. She stated, "We're moving at such a fast pace," and noted that this practice would allow for more responsive engagement.

Second, Ms. Daniels spoke about the special meeting held the previous month regarding power cost adjustment. While she expressed sincere appreciation that the adjustment was approved and specifically thanked Councilwoman Hawkins for her strong advocacy on behalf of her family, she expressed concerns about the meeting's dynamics. She observed that approximately 90 minutes were spent going back and forth before Councilman Moye made a single motion that was seconded and resolved the matter in approximately 10 minutes. As a resident who had left her home at 6:20 PM with a 6-month-old, she said, "it felt like a waste of my time." She added, "As a Black woman with a master's degree, it reminded me of how sometimes in settings, it's not what is said, but who says what," and encouraged the council to ensure that decisions are made based on facts and what is best for residents, not on who raises an issue.

CONSENT AGENDA:

Before the vote, Councilwoman Hawkins raised a concern about public access to consent agenda materials. She noted that while packets are posted online, residents walking into a meeting without internet access would have no way to review the items being voted upon. She asked what could be done to ensure the public could access or at least understand what the council was voting on.

Town Clerk Harvey responded that he could make a printed copy of the full agenda packet available in the lobby on the night of each meeting, noting an increase in residents requesting to be added to the

agenda distribution list. Town Manager Parker affirmed this approach, suggesting the public copy be relocated to the lobby on meeting nights. Councilwoman Hawkins thanked staff and stated that making a physical copy available would promote equity for residents who may not have internet access.

The following items were approved as part of the Consent Agenda:

1. Approval of Council Meeting Minutes.
2. Tax Refunds and Releases.
3. Integrity Church of Greenville, NC Annexation – Reschedule Public Hearing.
4. Ange Plaza Lot 19 Annexation - Direct Clerk to Investigate Sufficiency.
5. Town Property on Church Street: Annexation Request Town Council to petition for annexation and to Direct Town Clerk to Investigate Sufficiency.
6. Town Property on Laurie Ellis Road: Annexation Request Town Council to petition for annexation and to Direct Town Clerk to Investigate Sufficiency.
7. Town Property on Jeanette Street: Annexation Request Town Council to petition for annexation and to Direct Town Clerk to Investigate Sufficiency.
8. Budget Amendment 2025-2026-6.

Motion made by Mayor Pro Tem Roberson and seconded by Councilwoman Smith to approve the consent agenda. Motion carried unanimously, 4-0.

OLD BUSINESS: There was no old business.

NEW BUSINESS:

1. Winterville Business Network International: Use of Community Room.

Economic Development Planner Daughtry introduced the item, noting that the newly formed Winterville BNI (Business Network International) chapter had approached the town seeking space for their weekly meetings. She expressed concern that without a suitable meeting location in Winterville during business hours, the group would be forced to meet elsewhere. She introduced Chip Galusha, Alicia Rollins, and Mike Smith to present the organization to council.

Chip Galusha, representing BNI, explained that BNI is an international small business referral network with 280,000 members worldwide. The Greenville chapter, which has been meeting for approximately ten years, has facilitated \$3,000,000 in business among its members. He explained BNI's structure: each chapter allows only one representative per industry or specialty, which is why multiple chapters are formed even in the same geographic area. The organization focuses on training members in referral marketing, relationship building, and networking.

Alicia Rollins noted the value of a local Winterville chapter for highlighting Winterville businesses and those that serve the Winterville area. She described monthly visitor meetings held at local establishments such as Biscuit N' Bean, Cooper's Cup, Local Oak, and Grounded, and said having a permanent Winterville presence would be a benefit to the entire community.

Mike Smith, owner of G&B Custom Apparel, noted that his company was in the process of relocating to Vernon White Road in Winterville, and that participating in a local BNI chapter would be a meaningful business opportunity.

Economic Development Planner Daughtry clarified the specific request: that the Winterville BNI chapter be allowed to use the town's community room for weekly Thursday morning meetings (8:00 AM to 9:30 AM) at no cost, in exchange for a service project to be determined in coordination with the town. She noted that the Greenville BNI chapter operates under a similar arrangement and that she had already confirmed with the scheduling manager at the police/public safety facility that there were no conflicts with the proposed meeting time, except during voting season.

Councilman Moye questioned why a separate chapter was needed rather than simply merging with the existing Greenville chapter. Chip Galusha explained that BNI's model limits each chapter to one member per industry category, and that multiple chapters are needed to accommodate more businesses, particularly as different industries and categories fill up within existing chapters.

Councilwoman Hawkins asked a series of questions about the nature of the arrangement. She asked what distinguishes BNI from the Winterville Chamber of Commerce, which the town already funds. Economic Development Planner Daughtry responded that both the economic development office and the chamber actively engage with BNI groups. She noted that while the chamber focuses on broader public-facing networking, BNI is more formalized and structured around internal business referrals. She explained, "We all kind of work in the same ecosystem together." Chip Galusha added that BNI is focused on the stage after business formation; helping small businesses generate referrals and grow clientele which complements but is distinct from what the chamber offers.

Councilwoman Hawkins also asked about the open-endedness of the arrangement, noting that a vote would effectively block off the room on a recurring, indefinite basis and whether there was a formal application, contract, or policy in place. Town Manager Parker confirmed that BNI would complete the town's standard rental application and be on file like other entities using town facilities. She also noted that the arrangement is flexible; the group could choose to leave at any time.

Councilwoman Hawkins asked about the service project component. Alicia Rollins offered examples from the Greenville chapter, such as annual community cleanups of grounds and churches, and affirmed that the Winterville chapter would seek input from the town on what community need they could best address whether it be youth, elderly, or another population.

Mayor Pro Tem Roberson asked how BNI ties into existing small business incubator programs through ECU and Pitt Community College. Chip Galusha explained that while universities and community colleges train people to start businesses, BNI steps in afterward to help those businesses grow through structured referral networks: "Once you step out and you buy some tools and a truck and you're a plumber, how do you get business?"

Councilman Moye asked whether staff had confirmed the community room schedule to ensure there were no conflicts with existing users, such as senior citizens. Town Manager Parker confirmed there were no scheduling conflicts at the proposed time.

Mayor Hines noted that the arrangement is not permanent and is effective month-to-month, saying, "They can pull out and say that they don't need it anymore."

Motion made by Councilwoman Smith and seconded by Mayor Pro Tem Roberson to approve the Winterville BNI chapter's use of the town community room at no cost in exchange for service projects to be determined. Motion carried/failed, 3-1. Councilwoman Hawkins opposed.

2. Winterville Cemetery Expansion Project Contract Award.

Assistant Town Manager Bowers presented the contract award for the Winterville Cemetery Expansion Project, noting that the project has been in progress for some time and has reached the stage of paving, curbing, and grading. He reported that bids were received on March 27, three bids were submitted, and Lucas Contracting LLC was the lowest bidder at \$363,221.34. Rivers and Associates completed the design, and the expansion will add a substantial number of additional burial plots. He noted that this project was included in the evening's Budget Amendment 2025-2026-6 on the consent agenda, as the bid came in higher than the original budget placeholder.

Councilwoman Smith asked for clarification on the scope: "So this is storm water drainage, curb, paving. This will finish out this project?" Assistant Town Manager Bowers confirmed that everything except landscaping would be addressed under this contract.

Councilwoman Hawkins asked for clarity on whether the \$363,221.34 represented additional funds above what had been previously budgeted. Assistant Town Manager Bowers confirmed that the original budget had a placeholder of \$100,000, and the remainder was being appropriated via the budget amendment approved in the consent agenda, with a modest contingency for unknowns.

Councilwoman Hawkins asked what the total number of plots in the expanded cemetery would be. Assistant Town Manager Bowers initially cited approximately four hundred new plots, but Town Manager Parker indicated the number was higher. Staff checked with Public Works and confirmed that the expanded area would provide approximately 784 individual plots.

Councilwoman Hawkins asked how the community would be informed of the expanded capacity. Assistant Town Manager Bowers responded that staff would bring additional details to council in May, at which time council would revisit the regulations governing plot eligibility (including residency requirements), pricing, and the new policy that the expansion area would allow only flush ground-level markers not upright headstones or above-ground monuments to facilitate sustainable mowing and maintenance.

Councilwoman Smith elaborated on the rationale for the marker policy change: "If you can imagine weeding and edging around 784 more sites... we want this to be a place that can be well maintained and be a place where we would be proud and happy to have our loved ones interred."

Mayor Pro Tem Roberson spoke emotionally about the long-standing desire among Winterville residents to be buried in their own town, noting that she had heard from many residents who could not understand why they were unable to be buried in Winterville and did not want to go to other area cemeteries. She stated she would "gladly see it go forward" to provide this long-sought service to citizens.

Town Manager Parker noted that staff would use existing communication outlets to educate the public about the expansion, the pricing, and the regulations once they are reviewed by council.

Motion made by Councilman Moye and seconded by Councilwoman Smith to award the contract to Lucas Contracting LLC for the Winterville Cemetery Expansion Project in the amount of \$363,221.34. Motion carried unanimously, 4-0.

3. Janitorial Services Contract Award.

Assistant Town Manager Bowers presented the contract award for Janitorial Services. He reported that the town advertised bids in the Daily Reflector and on the town's website beginning in January 2026, with bids due on February 17, 2026. Three bids were received: Blink Facility Solutions, American Facility Solutions, and Jani-King. Blink Facility Solutions submitted the lowest bid once the alternate was included, at \$96,430 annually. The parent company is IQ Journeys Incorporated, dba Blink Facility Solutions, a detail confirmed by the town attorney that same afternoon. He Bowers noted that staff contacted references and found that Blink Facility Solutions has performed work for multiple municipalities, banks, and state contracts, with all references returning positive feedback.

Town Manager Parker asked Assistant Town Manager Bowers to explain the alternate bid component. He described it as an option to add a second daily cleaning at town parks facilities; once in the morning and once in the evening; particularly during heavier use periods from May through October. Town Manager Parker also noted that this contract includes floor and carpet cleaning services that had previously been managed under a separate agreement.

Councilwoman Hawkins inquired about the vetting of staff from the new cleaning company specifically whether background checks were conducted and whether there was a known schedule for when staff would be on premises. Assistant Town Manager Bowers responded that all cleaning company employees must submit background checks before beginning work with the town, and that those working in certain buildings, such as the police facility, would additionally be required to be fingerprinted. He noted that Blink Facility Solutions is experienced with these requirements, as they currently service First Citizens Bank across the street and maintain state contracts, including the SBI. He described how cleaning schedules would be tailored to the unique circumstances of each building for instance, cleaning at the police/fire rescue facility may need to occur at specific times given 24-hour operations, while an evening schedule typically works for town hall.

Motion made by Councilman Moye and seconded by Mayor Pro Tem Roberson to award the contract to IQ Journeys Incorporated, dba Blink Facility Solutions in the amount of \$96,430 annually. Motion carried unanimously, 4-0.

4. 2025-2026 Annual Project Road Map – Winterville Human Relations Board

Councilwoman Hawkins, in her capacity as Chair of the Winterville Human Relations Board, presented the Annual Project Road Map for the 2025–2026 fiscal year, summarizing completed, ongoing, and planned activities:

- August 2025; Participation in the Watermelon Festival (Friday–Sunday), where the board introduced itself to attendees, distributed community surveys, and Vice Chair Carmen delivered a full presentation. The board also provided back-to-school supplies for students and staff at W.H. Robinson, which was presented at the September meeting.
- October 2025; Hosted a Trunk-or-Treat event for the Winterville community.
- November 2025; Supported the Winterville Chamber of Commerce's Thanksgiving meal distribution by providing a financial donation for a family's meals and sending board members to assist with distribution.
- December 2025; Conducted the second annual "Season of Giving," distributing twenty-five embroidered Winterville Human Relations Board blankets to elderly residents, with a tracked list of names, addresses, and phone numbers maintained to avoid duplication in future years.
- January 2026; Donated approximately \$150 in support of the America 250 project, in collaboration with the Pitt County Human Relations Board.
- February 2026; Hosted a Black History Month program at the Winterville Depot, which was well attended and described as "hugely successful."
- March 2026; No events were held.
- April 2026; (Upcoming) A town hall event is scheduled for Saturday, April 18, at the Town Assembly Room, in collaboration with the Town Council.
- May 2026; (Planned) Community Service Day featuring a spring cleanup, yard sale, and food drive at Hillcrest Park, in partnership with local nonprofits.
- June 2026; (Planned) Second Annual Juneteenth event featuring a screening of Disney's The Princess and the Frog at sundown (approximately 8:28 PM), with refreshments including popcorn, candy, and glow items for children.
- July 2026; (Planned) Winterville Community Pickleball Day at Winterville Recreation Park, proposed by a high school board member.

Councilwoman Smith asked whether anything had been done for Hispanic Heritage Month. Councilwoman Hawkins acknowledged that the board had planned programming, with Vice Chair Carmen leading outreach efforts, but that a cancellation had prevented it from coming to fruition. She affirmed that planning for Hispanic Heritage Month would begin earlier for the next year and referenced the board's collaboration with Gateway Church as a resource. The road map entry for Hispanic Heritage Month was confirmed to exist in the agenda packet at page 104.

Mayor Hines asked Councilwoman Hawkins how the December blanket recipients were identified and tracked. She confirmed that names, addresses, and phone numbers of all twenty-five recipients are maintained on a tracking sheet available to council, and that the list is used to ensure the board does not return to the same recipients the following year.

Town Manager Parker communicated with Parks and Recreation Director White during the presentation to confirm facility availability. Parks and Recreation Director White confirmed that Hillcrest Park was available on May 2, though a reservation for one picnic shelter from 3:00 PM to 4:00 PM existed on May 16. Both dates in July; July 11 and July 25 were confirmed to be available at Winterville Recreation Park.

Councilwoman Hawkins then requested council approval for both planned events.

Motion made by Councilwoman Hawkins and seconded by Councilman Moye to approve the Winterville Human Relations Board's Community Service Day event on May 2, 2026, at Hillcrest Park, with an alternate rain date of May 16, 2026. Motion carried unanimously, 4-0.

OTHER AGENDA ITEMS:

1. Hillcrest Park- Basketball Court and Walking Track; Improving Deferred Maintenance. (Councilwoman Hawkins).

Councilwoman Hawkins raised formal concerns regarding the condition of the basketball courts and walking track at Hillcrest Park. She noted that town records and the Parks and Recreation Master Plan indicate the courts were last resurfaced in 2018 or 2019, placing them well beyond the recommended resurfacing cycle of four to six years. She stated that the surface of the court presents a fall and injury risk, and that the walking track has visible bulging and uneven sections that could also cause falls. She remarked, "When I go on to the basketball court, it is not surfaced properly and someone could easily fall or twist their ankle," and added that the walking track is similarly hazardous: "You have to pay attention to where you're walking because it is going up and down."

Councilwoman Hawkins requested:

- A current condition assessment of the park facilities.
- A full maintenance history since 2018.
- Inspection logs for both Hillcrest Park and other parks, including dates and findings.
- Prioritization of the basketball court resurfacing in the current or next budget cycle.

She also noted that previous email communications on park issues had gone unresolved and required escalation to the Town Manager, which is why she chose to raise the matter publicly at this meeting. Parks and Recreation Director White responded that the basketball court was resurfaced in 2019, and that staff had already proactively contacted North State Resurfacing for a quote and were awaiting a package. She noted that for the walking track, the typical service life is approximately 20 years, and that the track was installed around 2016, placing it at mid-life. A quote for the walking trail had already been initiated for inclusion in the 2026–2027 budget. She invited residents and council members to contact her directly if they notice issues: "Anytime if something like that needs attention, please call me, email me, stop by, let us know."

Councilwoman Hawkins followed up by asking for specificity regarding inspection log formats and frequency, noting that a previous request had resulted in a summary with only four dates across it. She asked that Parks and Recreation Director White follow up with North State Resurfacing within a defined time limit. Parks and Recreation Director White indicated she would follow up promptly, though no exact return date had been given by the company.

Town Manager Parker confirmed that the walking trail resurfacing had been included in the upcoming

budget, but that the basketball court resurfacing had not yet been added pending the cost estimate. She stated that once the quote was received, staff would determine whether it could be accommodated in the current budget.

Mayor Hines and Assistant Town Manager Bowers discussed the possibility of asking Lucas Contracting already engaged for the cemetery project and other public works tasks to provide a quote for asphalt work while already mobilized in town, potentially saving on mobilization costs. Assistant Town Manager Bowers confirmed this was a conversation he would be willing to have with the contractor.

Councilwoman Hawkins also raised a concern about the loss of parking spaces at Hillcrest Park due to the installation of the Traffic Garden, noting that approximately six spaces had been taken. She asked about plans to restore or expand parking. Assistant Town Manager Bowers acknowledged that the town had been working to acquire adjacent property but encountered legal complications with one parcel and was still in early discussions with property owners across the street from the park entrance. He confirmed that no formal parking expansion project had been initiated within the park itself, but that he would be willing to explore limited solutions. Town Manager Parker indicated she would consult with staff on whether a small number of additional spaces could be created at the entrance area to offset the loss. Councilwoman Hawkins requested an update at the next meeting.

Councilwoman Hawkins formally requested that staff provide the condition assessment, inspection logs, and maintenance history within 14 days.

2. Pretextual Traffic Stops-Ongoing Support for Civilian Review Advisory Board. (Councilwoman Hawkins).

Councilwoman Hawkins returned to her ongoing advocacy for oversight of pretextual traffic stops and the establishment of a Civilian Review Advisory Board. She opened by sharing a data point: reviewing statistics for January and February 2026, she found a 50 percent decrease in the disparity of traffic stops between Black and white motorists compared to the prior year, down from approximately three hundred to just under one hundred for the same two-month period. She credited public discussion and her continued advocacy with contributing to this improvement, stating, "I think that me speaking about it and my advocacy for us to actually look at what is happening has had an effect."

Nonetheless, Councilwoman Hawkins noted that Black residents are still being stopped at twice the rate of white residents and that "the disparity still is present." She described pretextual traffic stops; stops initiated for minor infractions such as registration, tag obstructions, or taillights which can escalate through extensive questioning and lead to more significant police contact. She emphasized, "While they are legal, it does not remove the town's responsibility to examine how enforcement practices occur here in Winterville."

Councilwoman Hawkins made the following specific requests:

- An informational report from the Town Manager documenting traffic stop totals, reasons for stops broken down by race, and issuance of fix-it tickets.
- Clarification on the town's stage in the North Carolina law enforcement risk assessment process, any policies reviewed or updated, and a projected timeline for completion.
- Broader community education efforts around traffic stops, noting that other surrounding towns and counties have held community forums and courses to help residents understand their rights and responsibilities during stops.

Town Manager Parker clarified an important distinction: the town is not in a full accreditation process but is working with the North Carolina League of Municipalities on a risk assessment process. The police department's full policies and procedures manual has been updated and submitted to the League for review. The League's feedback will include suggestions and edits, and the town is awaiting their response before determining next steps. Town Manager Parker also noted that one requirement

likely to emerge from the review is an expansion of the police department's evidence room, the cost of which is being assessed.

Police Lieutenant Hamilton confirmed that while the Citizen Police Academy had been delayed due to staffing and time constraints, it was being actively developed, and a collaboration between the police department and Human Relations Board member Rashana Garman was underway to prepare an initial community class focused specifically on traffic stop interactions covering what citizens can expect, what the law requires of them, and what officers are obligated to do.

Councilwoman Hawkins expressed enthusiasm for the collaboration, stating, "Whether we are a town of one, 100,000, or one million, a life is a life. That goes for citizens as well as our law enforcement." She emphasized that the goal is not to be punitive toward officers but to better understand the data and trends: "Until we look at this three-to-one factor, which is a concern."

Councilwoman Hawkins shared a personal positive experience with law enforcement: on Good Friday, she had called 911 because her dog's paw had become lodged in a cage. Both fire department personnel and Winterville Police officers responded, and she praised their professionalism, empathy, and care during a stressful moment. She noted officers and firefighters managed the situation with sensitivity, and she thanked Police Chief Moore (Fire) for his department's response.

Councilwoman Hawkins also asked that the town's police policies and procedures; currently in draft, be shared with the Town Council once finalized, noting that the council has oversight responsibilities across all departments. Town Manager Parker confirmed the current operations continue under the existing policies until the updated manual is formally adopted, at which point council would receive the document.

Mayor Pro Tem Roberson asked Councilwoman Hawkins to send the council a written description of the proposed Civilian Review Advisory Board's responsibilities and structure via email, rather than requiring a full presentation in the moment. Councilwoman Hawkins agreed to send it the following day, summarizing: "They're a board, not to be punitive or find fault, but to actually look at data... meet every three months, look at trends and see what is happening."

Councilman Moye expressed appreciation for the community education piece, affirming the importance of training the public to understand how to interact with officers: "That's something that I think we can work on or address." Councilwoman Smith added that driver education curriculum in North Carolina already includes required instruction on how to behave during traffic stops and suggested that those state-developed materials could be adapted for broader community use.

3. February 24, 2026, Closed Session Written Minutes Request - Limiting Disclosure: Updating the Public- N.C.G.S. § 143-318.10(e). (Councilwoman Hawkins).

Councilwoman Hawkins returned to a concern she had raised in prior meetings regarding the written minutes from the February 24, 2026, closed session. Invoking her rights as an elected official under North Carolina General Statute 160A-68a, she stated that while the minutes include a summary of what was discussed, they do not identify the individuals she was in conversation with or responding to, limiting the ability to understand the context of the discussion. She said, "In my view, this limits the ability to reasonably understand the context of the discussion, and that raises concerns."

Councilwoman Hawkins acknowledged that Town Attorney Lassiter had provided case law indicating that closed session minutes must offer a reasonable understanding of the proceedings but that individual speakers are not required to be identified. She stated that she had offered counter case law, and that while she understood and respected the legal advice provided, she noted, "That is not binding to me."

She further noted that she had requested six months of prior closed session minutes on March 19, and that Town Attorney Lassiter had indicated he would collaborate with Town Clerk Harvey to provide them. As of April 13, however, she had received no update. She stated, "I have not gotten one update on where we are in that." She expressed concern that leaving these matters unaddressed could set a troubling precedent and called for some form of procedural policy, a point of order to address conduct in closed sessions, stating, "We need to enact some sort of policy of points of order, but we cannot leave this alone." She affirmed her intent to continue raising the issue publicly in the interest of transparency and accountability.

4. Multiple Road Patches Sunken/Settlement on both Jones Street and Vernon Avenue. (Resurfacing and improvements needed to enhance quality & safety). (Councilwoman Hawkins).

Councilwoman Hawkins raised concerns about the road conditions on Jones Street and Vernon Avenue, describing both as having multiple sunken patches that create safety hazards for drivers and residents.

Regarding Jones Street, Councilwoman Hawkins stated she had personally counted fourteen patch areas and noted that the street is home to long-time residents, including elderly homeowners. She asked for an evaluation schedule and a permanent resurfacing plan rather than continued patchwork, noting the street is "at the heart of Winterville" and one of its oldest roads. She stated, "I do not want them to be forgotten."

Regarding Vernon Avenue, she noted resurfacing and repairs had been done around 2019–2020 but that multiple sunken areas remain, with drivers forced to navigate around parked cars to avoid the worst sections. She described conditions as potentially dangerous for newer drivers and residents whose vehicles are sustaining damage.

Public Works Director McGuffin came forward to respond. He explained that much of the patchwork on both streets was done during a prior sewer rehabilitation project and that those patches were put back prematurely. He noted that of the fourteen patches on Jones Street, two have been identified as genuinely needing repair, while the others, though cosmetically unappealing, do not present a functional concern at this time. On Vernon Avenue, he acknowledged there is one particularly bad patch that needs to be addressed, and that a portion of Vernon Avenue is already on the town's list for full resurfacing.

Public Works Director McGuffin explained the logistical constraints of asphalt patchwork: contractors require a sufficient volume of work to justify mobilizing a crew and an asphalt plant. He stated that the town consolidates patch lists and goes to a contractor when there is enough accumulated work to make the cost viable: "I would say within the next four to six months, there'll be enough work on that list to warrant a contractor coming in." He also acknowledged that same-day water main breaks can add new cut patches to the list at any time.

Councilwoman Hawkins pressed for a specific timeline for the worst patch on Vernon Avenue. Public Works Director McGuffin confirmed that staff was already aware of the issues before Councilwoman Hawkins raised them, and that the items are on their internal tracking list. He also referenced other streets with more severe deterioration such as Lynn Loop, where grass is growing through the asphalt to provide broader context for the scope of the town's resurfacing needs.

Mayor Hines and Assistant Town Manager Bowers discussed the possibility of coordinating with Lucas Contracting, already engaged in town to manage some of the patching concurrently, potentially avoiding separate mobilization fees.

Councilwoman Hawkins also asked who had done the original sewer project patchwork. Public Works Director McGuffin responded it was the sewer project contractor, not his department, and

acknowledged, "They did not do a good job." He noted that current inspection standards now require contractors to use select fill and proper compaction in six-inch lifts, representing an improvement over previous practice.

Town Manager Parker noted that it is not uncommon for long-standing patches to settle over time, and that improved inspection protocols are now in place to prevent the quality of work seen in prior projects.

5. Postponed: ECU Health Hub Partnership (Councilwoman Harrell)

This item was removed from the agenda at the start of the meeting due to the absence of Councilwoman Harrell and will be rescheduled for the May meeting.

ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:

No specific future agenda items or work session topics were formally raised beyond those noted throughout the meeting discussion.

QUARTERLY REPORTS FROM DEPARTMENT HEADS: (April).

Department head quarterly reports were presented as an attachment to the agenda packet.

ANNOUNCEMENTS:

Announcements were presented as an attachment to the agenda packet included with the meeting materials for a list of upcoming events and meetings.

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

No additional formal reports were presented under this agenda item beyond what was discussed throughout the meeting.

ADJOURN:

Motion made by Mayor Pro Tem Roberson and seconded by Councilman Moye to adjourn the meeting. Motion carried unanimously, 4-0. Meeting adjourned at 9:52 pm.

Adopted this the 11th day of May 2026.

Richard E. Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: May 11, 2026

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Ange Plaza Lot 19 Annexation Petition.

Action Requested: Schedule Public Hearing for June Town Council Meeting.

Attachment: Annexation Petition, Legal Description, Map and Certificate of Sufficiency.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 4/23/2026

ABSTRACT ROUTING:

TC: 5/4/2026

TM: 5/4/2026

Final: tlp - 5/4/2026

Supporting Documentation

Applicant: Malpass and Associates on behalf of owner Collice C. Moore Jr.

Location: Beacon Drive.

Parcel Numbers: 59635

Site Data: 3.3171 acres.

Zoning: General Business (GB).

Staff Analysis:

Applicant is requesting annexation of Ange Plaza Lot 19. Staff anticipates a commercial development on this site in the future. No construction drawings or site plans have been submitted for site, at the moment.

Anticipated Annexation Schedule:

4/13/26: Direct Town Clerk To Investigate Sufficiency.

5/11/26: Schedule Public Hearing.

6/8/26: Hold Public Hearing.

If approved, anticipated Effective Date will be June 30, 2026.

Staff recommends approval of the annexation petition.

Budgetary Impact: NA.

Recommendation: Staff Recommends Council schedule the Public Hearing for June 8, 2026.

ANGE PLAZA LOT 19

PETITION REQUESTING ANNEXATION

Date: 2/26/2026

To the Board of Aldermen 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

See attached description

Name Collice C. Moore Jr.

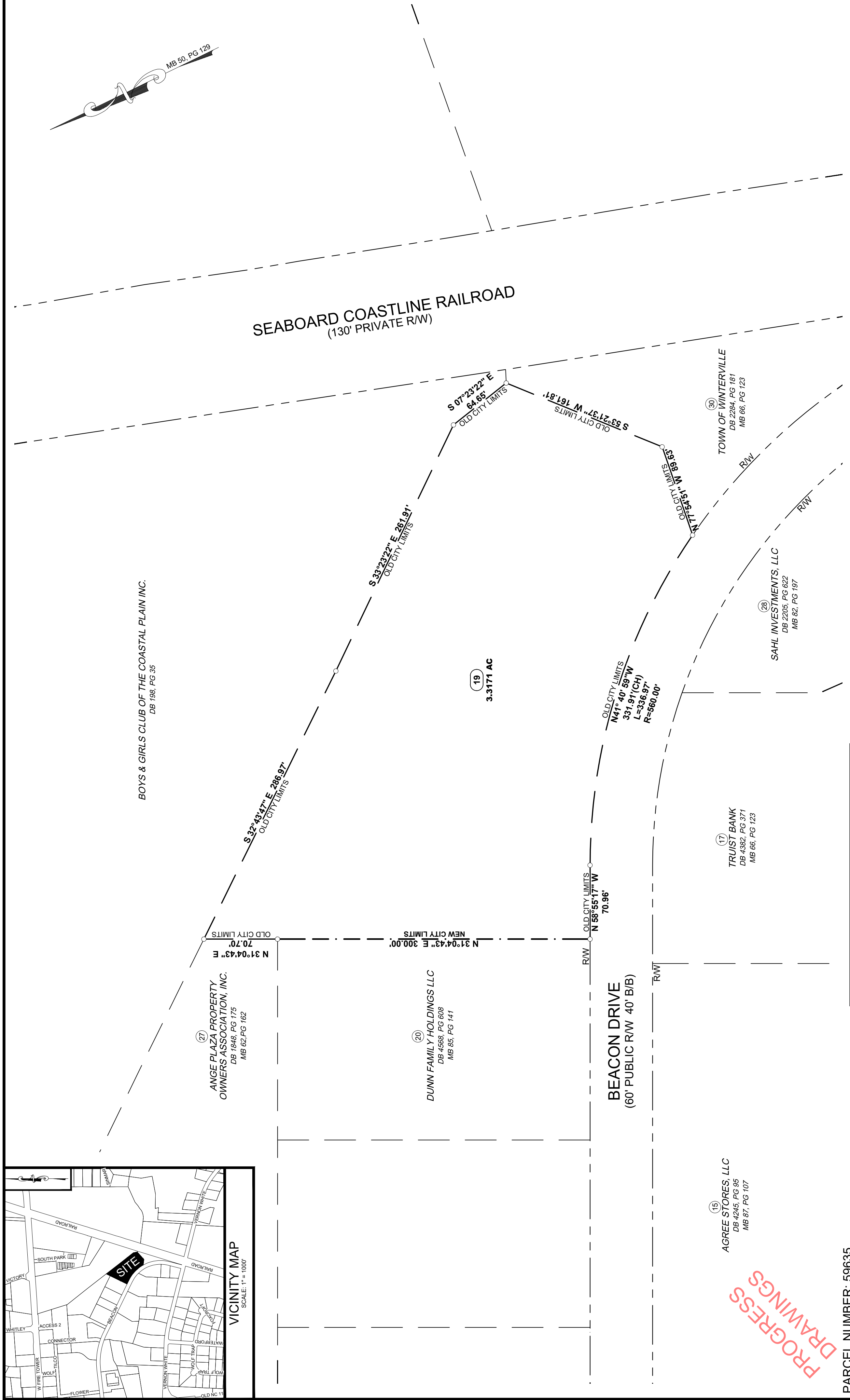
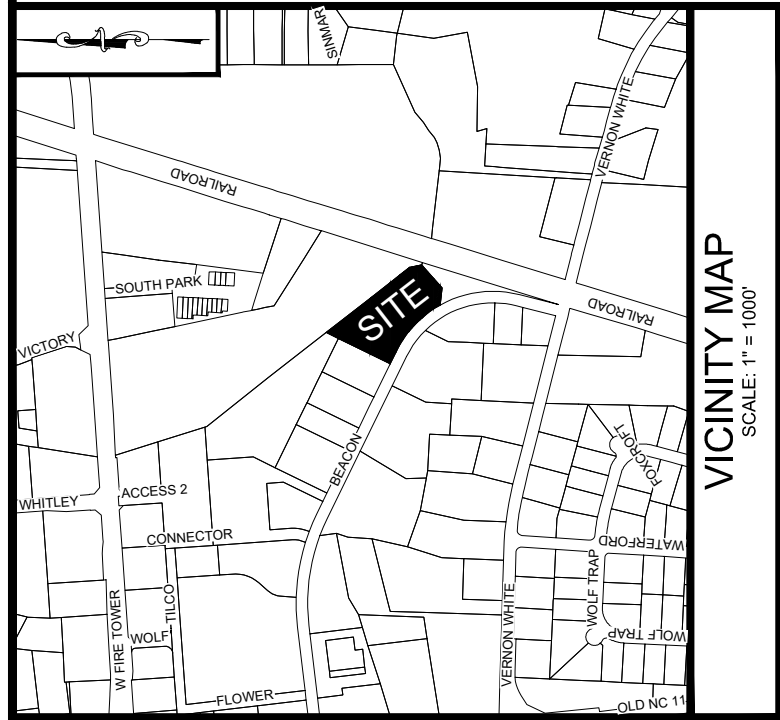
Address 4300 Sapphire Court, Suite 116 Greenville, NC 27834

Signature Collice Moore, Jr.

Legal Description For
Ange Plaza Lot 19 Annexation

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

Beginning at a point in the northern right of way of Beacon Drive, said point being the southeast corner of Lot 20 Ange Plaza as recorded in map book 85, page 141 of the Pitt County Registry, thence with the eastern line of Lot 20 Ange Plaza **N 31-04-43 E – 370.70'** to the southern line of the Boys & Girls Club of the Coastal Plain, Inc. property as recorded in deed book 198, page 35, thence with the southern line of the Boys & Girls Club of the Coastal Plain, Inc. property **S 32-43-47 E – 286.97'**, **thence S 33-23-22 E – 261.91'**, thence **S 07-23-22 E – 64.65'** to the western line of Lot 30 Ange Plaza as recorded in map book 66, page 123, thence with the western line of Lot 30 Ange Plaza **S 53-21-37 W – 161.81'**, thence **N 77-54-51 W – 89.63'** to the northern right of way of Beacon Drive, thence with the northern right of way of Beacon Drive **336.97'** **along the arc of a curve said curve being to the left having a radius of 560.00' and a chord bearing N 41-40-59 W – 331.91'**, thence **N 58-55-17 W – 70.96'** to the point of beginning containing **3.3171 acres**.



PROGRESS DRAWINGS

PARCEL NUMBER: 59635

ANNEXATION MAP FOR ANGE PLAZA LOT 19

REFERENCE: DEED BOOK 3923, PAGE 595
OF THE PITT COUNTY REGISTRY

WINTERVILLE WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNERS: COLLICE AND ANN MOORE, LLC & LINDA E. KEEL
ADDRESS: 4300 SAPHIRE COURT, SUITE 116 GREENVILLE, NC 27834
PHONE: (252) 231-2588

MALPASS & ASSOCIATES
1645 E. ARLINGTON BLVD., SUITE D GREENVILLE, N.C. 27858
(252) 756-1780

SURVEYED: CEP APPROVED: CEP
DRAWN: MAH DATE: 3/9/2026
CHECKED: CEP SCALE: 1" = 60'

LEGEND

NEW CITY LIMITS = _____
OLD CITY LIMITS = _____
EXISTING CITY LIMITS = _____

MAP NO.	PLATS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY THE TOWN OF WINTERVILLE, N.C.

DATE: _____; ORDINANCE NUMBER: _____; AREA: 3.3171 ACRES
WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

I, CARLTON E. PARKER CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN _____
BOOK 3923, PAGE 595
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL
THIS _____ DAY OF _____ A.D., 2026.
CARLTON E. PARKER L-2980

CERTIFICATE OF SUFFICIENCY

**ANGE PLAZA LOT 19 ANNEXATION
PARCEL NUMBER: 59635**

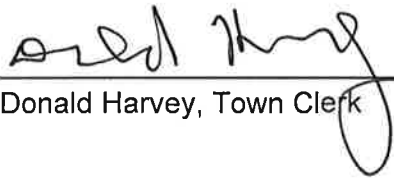
To the Town Council of the Town of Winterville, North Carolina:

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 14th day of April 2026.

ATTEST:





Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: May 11, 2026

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Town Owned Property For Annexation into Town- Church Street Ext.; Parcel Number 92244.

Action Requested: Schedule Public Hearing for June Town Council Meeting.

Attachment: Annexation Petition, Map, Legal Description, & Certificate of Sufficiency.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 4/23/2026

ABSTRACT ROUTING:

TC: 5/4/2026

TM: 5/4/2026

Final: tlp - 5/4/2026

Supporting Documentation

Applicant: Town of Winterville.

Location: Church Street Ext. South of the existing Winterville Operations Center.

Parcel Number: 92244.

Site Data: 10.96 acres, Zoned Agricultural-Residential (AR).

Staff Analysis: Parcel 92244 is a 10.96 acre parcel owned by the Town of Winterville.

Anticipated Annexation Schedule:

- * April 13, 2026 - Vote to Execute Annexation Petition & Direct Town Clerk to Investigate Sufficiency of Annexation.
- * May 11, 2026 - Schedule Public Hearing of Annexation.
- * June 8, 2026 - Hold Public Hearing.

Anticipated Effective Date: June 30, 2026.

Budgetary Impact: NA.

Recommendation: Staff Recommends Council schedule the Public Hearing for June 8, 2026.

PETITION REQUESTING ANNEXATION

Date: April 13, 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:

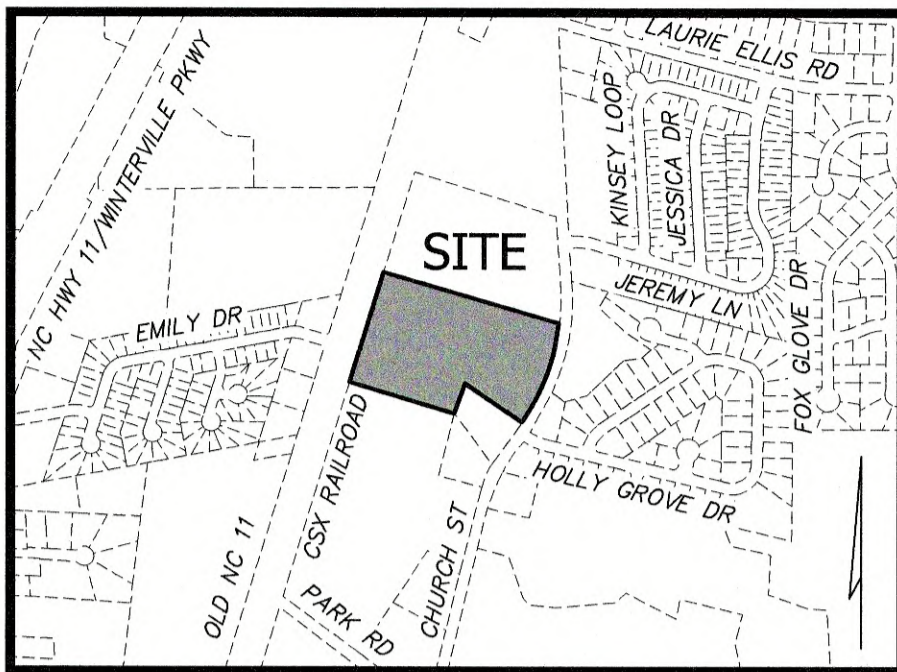
Description

Parcel Number 92244 Annexation: Map and Legal Description is Included on Attachment.

Richard E. Hines, Mayor
2571 Railroad Street, Winterville, NC 28590

Signature: 





Vicinity Map SCALE: 1" = 1000'

NC GRID (NAD 83/NSRS 2011)

NOTES:

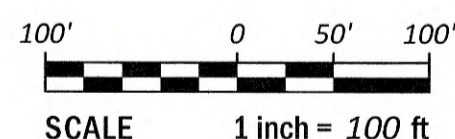
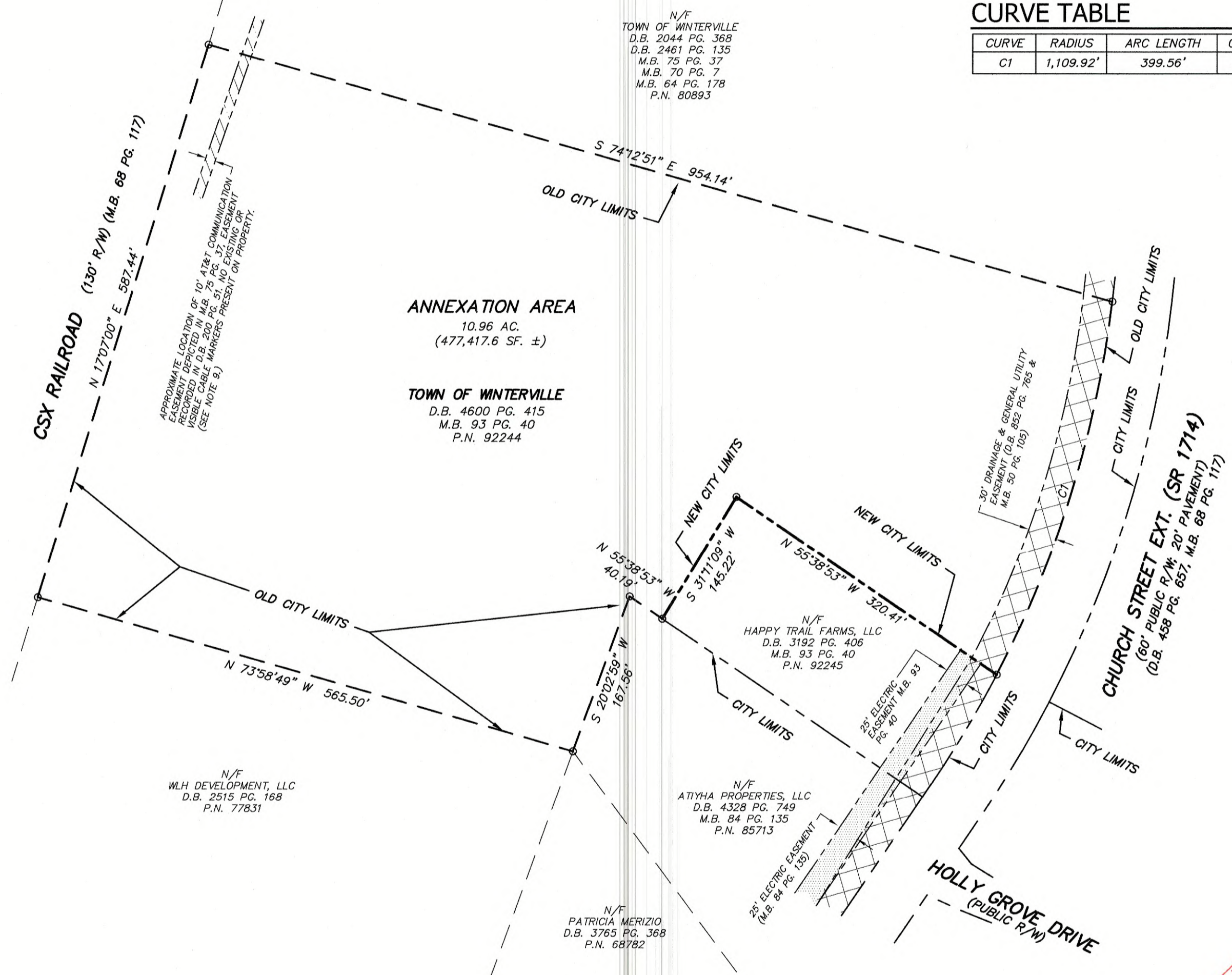
1. AREA DETERMINED BY COORDINATES.
2. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
3. NO POINT SET AT ANY CORNER.
4. THIS MAP WAS PREPARED FOR ANNEXATION PURPOSES ONLY.
5. CITY LIMITS WAS TAKEN FROM PITT COUNTY GEOGRAPHIC INFORMATION SYSTEM, AND REFERENCED MAPS AS NOTED.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1,109.92'	399.56'	S 17°08'46" W	397.41'

LEGEND

NEW CITY LIMIT	---
OLD CITY LIMIT	---
CITY LIMIT	---
RIGHT OF WAY	---
GIS PARCEL LINES	---
PARCEL NUMBER	P.N.
NOW OR FORMERLY	N/F
MAP BOOK	M.B.
PAGE	PG.
DEED BOOK	D.B.
RIGHT OF WAY	R/W



REFERENCES:

- P.N. 92244
- D.B. 4600 PG. 415
- M.B. 93 PG. 40
- D.B. 3192 PG. 406
- D.B. 200 PG. 51 (AT&T EASEMENT)
- D.B. 458 PG. 657 (NCDOT R/W)
- D.B. 852 PG. 765 (TOW EASEMENT)
- M.B. 68 PG. 117
- M.B. 70 PG. 7
- M.B. 84 PG. 135
- M.B. 50 PG. 105
- M.B. 64 PG. 178

REVISIONS:

ANNEXATION MAP FOR
TOWN OF WINTERVILLE
 PARCEL NUMBER 92244
 WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER **TOWN OF WINTERVILLE**
 ADDRESS P.O. BOX 1459
 WINTERVILLE, NC 28590
 PHONE 252-756-2221

NC License: F-0334
Rivers & ASSOCIATES, INC.
 107 East Second Street
 Greenville, NC 27835
 (252) 752-4135
 Since 1918

Engineers
 Planners
 Surveyors
 Landscape Architects

SURVEYED RB/JP
 APPROVED DATE 3/4/26
 DRAWN PH/KB
 CHECKED PWH
 SCALE 1" = 100'

RECORDED IN MAP BOOK _____ PAGE _____

MAP NO.	PLATS RECORDED	BOOK	PAGE
	HOLLY GROVE SUBDIVISION	84	152
	HAPPY TRAIL FARMS, LLC AND MAHMOUD ATIYHA	85	6

ACCEPTED FOR THE TOWN OF WINTERVILLE
 MAYOR: _____ DATE: _____
 MAP SHOWING AREA ANNEXED BY
THE TOWN OF WINTERVILLE, NC
 EFFECTIVE DATE _____ ORDINANCE NO. _____
 WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

PRELIMINARY
 NOT FOR RECORDATION, SALES, OR CONVEYANCES

CERTIFICATION
 NORTH CAROLINA PITT COUNTY
 I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM DEED DESCRIPTIONS RECORDED IN DEED BOOK 4600 PAGE 415 AND MAP BOOK 93 PAGE 40; THAT THE RATIO OF PRECISION IS 1:10,000; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND AND REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. THIS MAP IS EXEMPT FROM GS 47-30 PER GS 47-30 (J); WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 4TH DAY OF MARCH, 2026.
 SIGNED _____
 PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER L-4262

Annexation Legal Description – 03/04/2026
Parcel Number 92244
Town of Winterville, Winterville Township, Pitt County, NC

Being all of that certain tract or parcel, lying and being situated in the Town of Winterville, Winterville Township, Pitt County, North Carolina, on the west side of Church Street Ext. (SR1714), bounded on the east by Church Street Ext., on the south Happy Trail Farms, LLC, ATIYHA Properties, LLC., Patricia Merizio, and WLH Development, LLC, on the west by CSX Railroad, on the north by Town of Winterville, and being described by metes and bounds as follows:

Beginning at a point located on the western right of way of Church Street Ext. (SR1714), said point being, the northeastern corner of the now or formerly Happy Trail Farms, LLC property recorded in Deed Book 3192 Page 406, and Map Book 93 Page 40, Pitt County Registry, thence from the **POINT OF BEGINNING** with the northern line of the Happy Trail Farms, LLC property N 55°38'53" W 320.41 feet to a point, the northwestern corner of said Happy Trail Farms, LLC property; thence with the western line of said Happy Trail Farms, LLC property S 31°11'09" W 145.22 feet to a point in the northern line of the ATIYHA Properties, LLC property recorded in Deed Book 4328 Page 749; thence with northern line of the ATIYHA Properties, LLC property N 55°38'53" W 40.19 feet to a point, the northwestern corner of the aforementioned ATIYHA Properties, LLC property; thence with the western line of the aforementioned ATIYHA Properties, LLC property S 20°02'59" W 167.56 feet, said point being the common corner of the aforementioned ATIYHA Properties, LLC. Property, the Patricia Merizio property recorded in Deed Book 3765 Page 368, Pitt County Registry, and the WLH Development, LLC property recorded in Deed Book 2515 Page 168, Pitt County Registry; thence running with the northern line of the aforementioned WLH Development, LLC property N 73°58'49" W 565.50 feet to a point located on the eastern right of way of CSX Railroad, said point marking the northwestern corner of the WLH Development, LLC property; thence running with said eastern right of CSX Railroad N 17°07'00" E 587.44 feet to a point, said point being the southwestern corner of the Town of Winterville property recorded Deed Book 2044 Page 368, Deed Book 2461 Page 135, Map Book 75 Page 37, Map Book 70 Page 7, and Map Book 64 Page 178, Pitt County Registry; thence cornering and leaving the eastern right of way of CSX Railroad with the southern property line of said Town of Winterville property S 74°12'51" E 954.14 feet to a point, located on the western right of way of Church Street Ext. (SR1714), said point being the southeastern corner of the Town of Winterville property; thence running with said western right of way of Church Street Ext. (SR1714) with a curve turning to the right having an arc length of 399.56 feet, a radius of 1109.92 feet, a chord bearing and length of S 17°08'46" W 397.41 feet to the **POINT OF BEGINNING**, containing an area of 10.96 acres more or less and being all of the property owned by the Town of Winterville, property recorded in Deed Book 4600 Page 415 and is

Pitt County Parcel Number 92244, being shown on an Annexation Map prepared for the Town of Winterville by Rivers & Associates, Inc., drawing number Z-2763, dated March 4, 2026.

Patrick W. Hartman, PLS, L-4262
Rivers and Associates, Inc., F-0334

CERTIFICATE OF SUFFICIENCY

**TOWN OF WINTERVILLE
OLD NC 11 / CHURCH STREET EXT. ANNEXATION
PARCEL NUMBER: 92244**

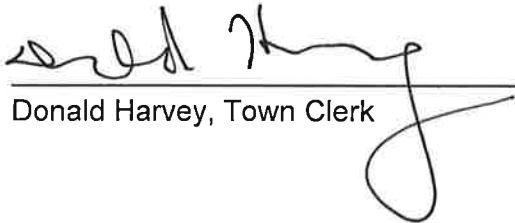
To the Town Council of the Town of Winterville, North Carolina:

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 14th day of April 2026.

ATTEST:





Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: May 11, 2026

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Town Owned Property For Annexation into Town- Laurie Ellis Road; Parcel Number 92799.

Action Requested: Schedule Public Hearing for the June 8, 2026 Town Council Meeting.

Attachment: Annexation Petition, Map, Legal Description, and Certificate of Sufficiency.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 4/23/2026

ABSTRACT ROUTING:

TC: 5/4/2026

TM: 5/4/2026

Final: tlp - 5/4/2026

Supporting Documentation

Applicant: Town of Winterville.

Location: Laurie Ellis Road- Opposite of Brookfield Subdivision.

Parcel Number: 92799.

Site Data: 1.648 acres, Zoned Agricultural-Residential (AR).

Staff Analysis: Parcel 92799 is a 1.648 acre parcel owned by the Town of Winterville.

Anticipated Annexation Schedule:

- * April 13, 2026- Vote to Execute Annexation Petition & Direct Town Clerk to Investigate Sufficiency of Annexation.
- * May 11, 2026- Schedule Public Hearing of Annexation.
- * June 8, 2026- Hold Public Hearing.

Anticipated Effective Date: June 30, 2026.

Budgetary Impact: NA.

Recommendation: Staff Recommends Council schedule the Public Hearing for June 8, 2026.

PETITION REQUESTING ANNEXATION

Date: April 13, 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:

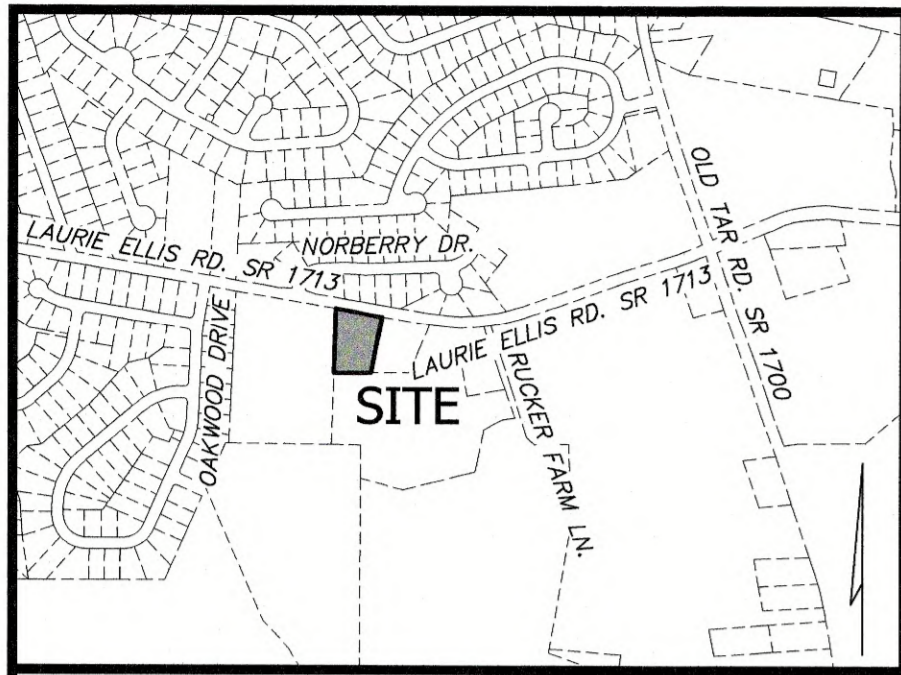
Description

Parcel Number 92799 Annexation: Map and Legal Description is Included on Attachment.

Richard E. Hines, Mayor
2571 Railroad Street, Winterville, NC 28590

Signature: 





Vicinity Map SCALE: 1" = 1000'

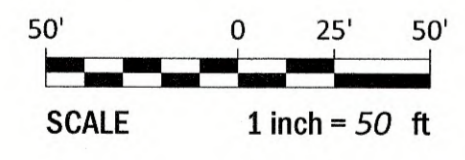
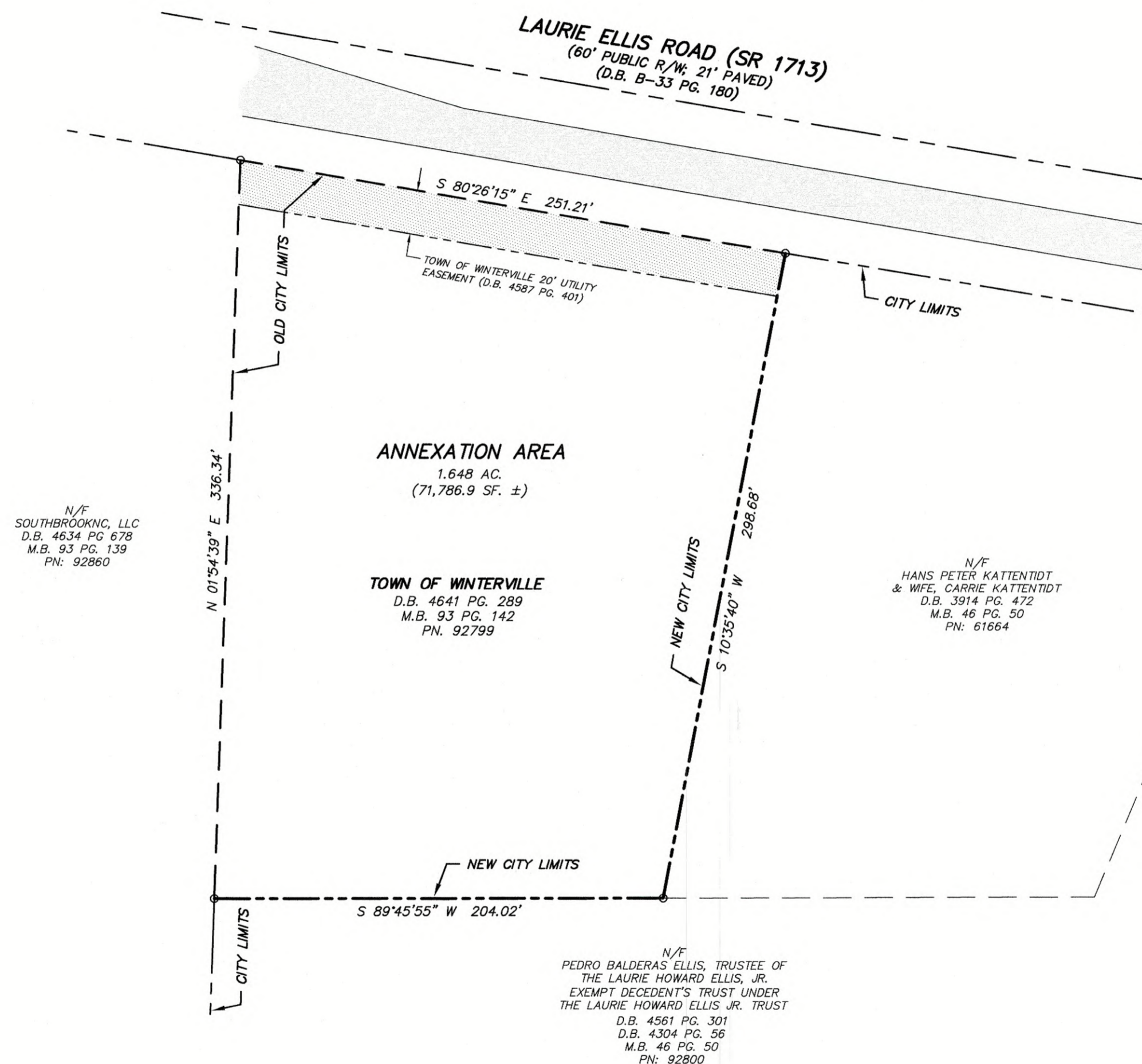
NC GRID (NAD 83/NSRS 2011)

NOTES:

1. AREA DETERMINED BY COORDINATES.
2. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
3. NO POINT SET AT ANY CORNER.
4. THIS MAP WAS PREPARED FOR ANNEXATION PURPOSES ONLY.
5. CITY LIMITS WAS TAKEN FROM PITT COUNTY GEOGRAPHIC INFORMATION SYSTEM, AND REFERENCED MAPS AS NOTED.

LEGEND

NEW CITY LIMIT	-----
OLD CITY LIMIT	-----
CITY LIMIT	-----
RIGHT OF WAY	-----
GIS PARCEL LINES	-----
PARCEL NUMBER	PN.
NOW OR FORMERLY	N/F
MAP BOOK	M.B.
PAGE	PG.
DEED BOOK	D.B.
RIGHT OF WAY	R/W



REFERENCES:

- P.N. 92799
- D.B. 4641 PG. 289
- M.B. 93 PG. 142
- D.B. 4561 PG. 301
- D.B. 4304 PG. 56
- D.B. B 33 PG. 180 (SR 1713 R/W)
- M.B. 46 PG. 50



PRELIMINARY
NOT FOR RECORDATION, SALES, OR CONVEYANCE

ANNEXATION MAP FOR
TOWN OF WINTERVILLE
PARCEL NUMBER 92799
WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER TOWN OF WINTERVILLE
ADDRESS P.O. BOX 1459 WINTERVILLE, NC 28590
PHONE 252-756-2221

 NC License: F-0334 Engineers Planners Surveyors Landscape Architects 107 East Second Street Greenville, NC 27858 (252) 752-4135	SURVEYED	APPROVED
	RB/JP	DATE 3/4/26
	DRAWN PH/KB	CHECKED PWH

SCALE 1" = 50'

MAP NO.	PLATS RECORDED	BOOK	PAGE
	CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS, INC.	93	19
	BROOKFIELD - SECTION 4, PHASE 1	90	118

ACCEPTED FOR THE TOWN OF WINTERVILLE

MAYOR: _____ DATE: _____

MAP SHOWING AREA ANNEXED BY
THE TOWN OF WINTERVILLE, NC

EFFECTIVE DATE _____ ORDINANCE NO. _____ AREA 1.65 AC.

WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

SIGNED _____ PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4262

L:\LANDSCAPE\WINTERVILLE-ANNEXATION MAPS-2020\1501\DWG-Z-2762-ANNEXATION LAURIE ELLIS DWS - LAURIE ELLIS TRUST 2026 - 3/4/2026 11:05:58 AM - PATRICK HARTMAN

Annexation Legal Description – 03/04/2026
Parcel Number 92799
Town of Winterville, Winterville Township, Pitt County, NC

Being all of that certain tract or parcel, lying and being situated in Winterville Township, Pitt County, North Carolina, on the south side of Laurie Ellis Road (SR 1713), bounded on the east by Hans Peter Kattentidt and wife, Carrie Kattentidt, on the south by the property of Pedro Balderas Ellis, Trustee of the Laurie Howard Ellis, Jr. Exempt Decedent's Trust Under the Laurie Howard Ellis Jr. Trust, on the west by SouthbrookNC, LLC, on the north by Laurie Ellis Road, and being described by metes and bounds as follows:

Beginning at a point located on the southern right of way of Laurie Ellis Road (SR 1713), said point being the northeastern corner of the now or formerly SouthbrookNC, LLC property recorded in Deed Book 4634 Page 678 and Map Book 93 Page 139, Pitt County Registry, thence from the **POINT OF BEGINNING** with the southern right of way of Laurie Ellis Road (SR 1713) S 80°26'15" E 251.21 feet to a point, the northwestern corner of the Hans Peter Kattentidt and wife, Carrie Kattentidt property recorded in Deed Book 3914 Page 472 and Map Book 46 Page 50; thence cornering with the aforementioned Kattentidt line S 10°35'40" W 298.68 feet to a point; the southwestern corner of the Kattentidt property, said point falling in the northern line of the Pedro Balderas Ellis, Trustee of the Laurie Howard Ellis, Jr. Exempt Decedent's Trust Under the Laurie Howard Ellis Jr. Trust; thence cornering with the northern line of the aforementioned Pedro Balderas Ellis property S 89°45'55" W 204.02 feet to a point in the eastern line of the aforementioned SouthbrookNC, LLC property; thence cornering with the SouthbrookNC, LLC property line N 01°54'39" E 336.34 feet to a point in the southern right of way of Laurie Ellis Road (SR 1713), the **POINT OF BEGINNING**, containing an area of 1.648 acres more or less and being all the Town of Winterville property recorded in Deed Book 4641 Page 289 and in Map Book 93 Page 142, and is Pitt County Parcel Number 92799, being shown and shown on an Annexation Map prepared for the Town of Winterville by Rivers & Associates, Inc., drawing number Z-2762, dated March 4, 2026

Patrick W. Hartman, PLS, L-4262
Rivers and Associates, Inc., F-0334

CERTIFICATE OF SUFFICIENCY

**TOWN OF WINTERVILLE
RUCKER FARM LANE / LAURIE ELLIS ROAD ANNEXATION
PARCEL NUMBER: 92799**

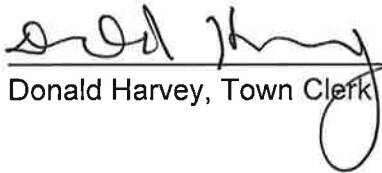
To the Town Council of the Town of Winterville, North Carolina:

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 14th day of April 2026.

ATTEST:





Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: May 11, 2026

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Town Owned Property For Annexation into Town - Jeanette Street; Parcel Number 89181.

Action Requested: Schedule Public Hearing for the June 8, 2026, Town Council Meeting.

Attachment: Annexation Petition, Map, Legal Description, and Certificate of Sufficiency.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 4/23/2026

ABSTRACT ROUTING:

TC: 5/4/2026

TM: 5/4/2026

Final: tlp - 5/4/2026

Supporting Documentation

Applicant: Town of Winterville.

Location: Jeanette Street and Milton Drive terminate at this site.

Parcel Number: 89181.

Site Data: 10 acres, Zoned Agricultural-Residential (AR).

Staff Analysis: Parcel 89181 is a 10-acre parcel owned by the Town of Winterville.

Anticipated Annexation Schedule:

- * April 13, 2026- Vote to Execute Annexation Petition & Direct Town Clerk to Investigate Sufficiency of Annexation.
- * May 11, 2026- Schedule Public Hearing of Annexation.
- * June 8, 2026- Hold Public Hearing.

Anticipated Effective Date: June 30, 2026.

Budgetary Impact: NA.

Recommendation: Staff Recommends Council schedule the Public Hearing for June 8, 2026.

PETITION REQUESTING ANNEXATION

Date: April 13, 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

Parcel Number 89181 Annexation: Map and Legal Description is Included on Attachment.

Richard E. Hines, Mayor
2571 Railroad Street, Winterville, NC 28590

Signature: 



Annexation Legal – 03/04/2026
Parcel Number 89181
Town of Winterville, Winterville Township, Pitt County, NC

Being all that certain tract or parcel, lying and being situated in Winterville Township, Pitt County, North Carolina, bounded on the east by Weathington Heights Subdivision, on the south by the property of Robinson Heights Subdivision, on the west by Langston Farms, LLC, on the north by St. Rest United Holy Church and Laverne Joyner Brock etal. and being described by metes and bounds as follows:

Beginning at a point located on the northern property line of Block B, Lot 3, Robinson Heights Subdivision recorded in Map Book 21 Page 61, said point being the southeastern corner of the Langston Farms, LLC property recorded in Deed Book 1845 Page 465 and Deed Book G-45 Page 746; thence from the **POINT OF BEGINNING** with the eastern line of the aforementioned Langston Farms, LLC property N 03°48'26" E 942.57 feet to a point, the southwestern corner of the new Tract 1 of the St. Rest United Holy Church property recoded in Map Book 89 Page 159; thence with the southern line of the aforementioned Tract 1, S 86°11'34" E 406.17 feet to a point in the western line of Laverine Joyner Brock and Gary J. Brock etal. property recorded in Deed Book 4280 Page 661 and Map Book 82 Page 2; thence with western and southern line of the aforementioned Brock etal. property S 12°17'26" W 171.50 feet to a point; thence S 63°01'58" E 305.12 feet to a point in the western line of Weathington Heights Subdivision, Section 2 recorded in Map Book 27 Page 89; thence with the western line of the aforementioned Weathington Heights Subdivision Section 2 and Weathington Heights Subdivision Section 3, recorded in Map Book 28 Page 20 S 33°51'39" W 736.37 feet to a point in the northern line of the Robinson Heights Subdivision recorded in Map Book 21 Page 61; thence with the northern line of the Robinson Heights Subdivision N 89°14'17" W 293.03 feet to the **POINT OF BEGINNING**, containing an area of 10.00 acres more or less and being the Town of Winterville property recorded in Deed Book 4359 Page 678 and is Pitt County Parcel Number 89181, and shown on an Annexation Map prepared for the Town of Winterville by Rivers & Associates, Inc., drawing number Z-2764, dated March 4, 2026

Patrick W. Hartman, PLS, L-4262
Rivers and Associates, Inc., F-0334

CERTIFICATE OF SUFFICIENCY

**TOWN OF WINTERVILLE
JEANETTE STREET ANNEXATION
PARCEL NUMBER: 89181**

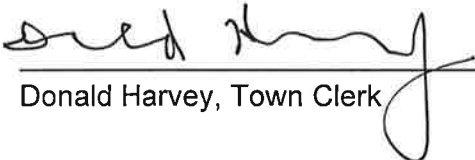
To the Town Council of the Town of Winterville, North Carolina:

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 14th day of April 2026.

ATTEST:





Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: May 11, 2026

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Vernon Crossing Rezoning.

Action Requested: Schedule Public Hearing for June.

Attachment: Rezoning Application; Legal Description; Rezoning Map; Certified Notice to Adjoining Property Owners; Staff Report; & P&Z Consistency and Reasonableness Vote.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 4/22/2026

ABSTRACT ROUTING:

TC: 5/4/2026

TM: 5/4/2026

Final: tlp - 5/4/2026

Supporting Documentation

Applicant: Ward and Smith, PA.

Location: Railroad Street Ext: Between Worthington Street and Vernon White Road.

Parcel Numbers: 25765.

Site Data: 13.48 Acres.

Current Zoning: Agricultural Residential (AR).

Proposal: R-6 Conditional District (CD).

1. All lots shall be used exclusively for detached single-family residential homes.
2. All lots shall contain a minimum of 8,000 square feet.
3. All homes constructed on lots on the Property shall contain a minimum of 1,800 square feet of heated living space.
4. At original construction, all homes shall include stone or brick accent on the front elevation.
5. At original construction, all homes shall include vinyl shake or board and batten accents.
6. All homes shall include 2-car garages.
7. All front yards shall be sodded in connection with the construction of a home on each lot.
8. A landscaped berm shall be installed on the Property along Railroad Street.

Staff Analysis

The 13.5-acre property is currently vacant/agricultural land. The surrounding uses are primarily residential with some agricultural uses. The proposed single-family detached residential matches the dominating land uses within this area of town. The location of this site provides a wonderful opportunity to add a walkable subdivision to Downtown Winterville and the Beacon Drive Commercial Area.

The R-6 CD rezoning request is consistent with the intent and purpose of the Zoning Ordinance, the Future Land Use Plan and is compatible with the existing development and trends in the surrounding area. There is existing R-6 zoning adjacent to the south. The proposed R-6 CD zoning district falls within the density recommendations provided within the Urban Neighborhood character area.

Winterville's Planning and Zoning Board recommended approval of the rezoning (8-1).

Budgetary Impact: NA.

Recommendation: Staff Recommends Council schedule the Public Hearing for June 8, 2026.



**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: Ward and Smith, P.A.

Address: 127 Racine Drive, Wilmington, NC 28403

Phone #: 910-794-4800

Owner: Tobacco Road Development Group, LLC

Address: 300 Contanche St., Greenville, NC 27858

Phone #: 252-714-8485

PROPERTY INFORMATION

Parcel #: 25765 Area (square feet or acres): 13.48+/- acres

Current Land Use: Agricultural

Location of Property: 0 Vernon White Rd.

ZONING REQUEST

Existing Zoning: AR - Agricultural-Residential Requested Zoning: R6 - Conditional District

Reason for zoning change: See Attachment A for narrative response and proposed conditions

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; [See Attachment B](#)
- A legal description of the property; [See Attachment C](#)
- 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; [See Attachment D](#)
- A filing fee according to a regularly adopted Fee Schedule of the Town.

OWNER/AGENT STATEMENT

I, Ward and Smith, P.A. c/o Madeline L. Williams and Samuel B. Franck, 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 03 / 16 / 2026.

I understand that failure to address any item in the zoning amendment application requirements of the zoning ordinance my result in the rezoning request not meeting the minimum submission requirements and will be returned to me for revision and resubmission at the next regular review cycle.

Signed by: Madeline L. Williams February 16, 2026
Signature Date

NOTE: AGENTS ACTING ON BEHALF OF THE PROPERTY OWNER MUST HAVE A NOTARIZED STATEMENT FROM THE PROPERTY OWNER GIVING THEM THE AUTHORITY TO ACT ON THE OWNER'S BEHALF.

I, Tobacco Road Development Group LLC c/o Ashley Elks, being the Owner of the property described herein, do hereby authorize Ward and Smith, P.A. c/o Sam Franck and Madeline Williams as agent for the purpose of this application.

[Signature] 2/17/26
Signature Date

Sworn to and subscribed before me, this 17 day of February, 2026.

SANDRA K WILLIAMS
Notary Public
North Carolina
Pitt County

Sandra K. Williams
Notary Public

My Commission Expires:
2/2/2031

Attachment A

Vernon Crossing Rezoning Application

Reason for Zoning Change

The requested conditional rezoning from AR to R6 is consistent with and furthers the goals of the Town of Winterville's Comprehensive Land Use Plan (the "Plan"). The Plan designates this Property as Urban Neighborhood on the Future Land Use Map. The Plan supports rezonings to residential uses in designated Urban Neighborhood areas, which contemplate primarily medium-sized lots with single-family detached residential development at densities of three (3) to eight (8) dwellings per acre. The proposed rezoning contemplates single-family detached homes with an approximate density of 3.3 dwelling units per acre, which is consistent with the Urban Neighborhood land use character.

The Plan also specifically identifies R-6 as a potential zoning district for the Urban Neighborhood future land use character area and contemplates lot sizes of approximately 6,000 to 10,000 square feet within such areas. This rezoning request proposes a condition of a minimum lot size of 8,000 square feet. This rezoning request aligns with the Urban Neighborhood future land use character area.

This rezoning request advances several key Plan policies, including Policy 1.1, which encourages utilizing the Future Land Use Map when considering land use decisions, and Policy 1.3, which encourages logical progression of development and extension of utilities. The Plan also emphasizes the Town's identity as a family-friendly community focused on single-family detached residential development. By voluntarily committing to a minimum lot size of 8,000 square feet, exceeding the R-6 minimum and aligning with lot sizes typically seen in the R-8 zone, this development will provide an appropriate transition between existing residential uses and coincide with the character of the surrounding neighborhood.

Vernon Crossing Conditional Rezoning

Proposed Conditions – Conditional District Details

Parcel 25765 – Conditional Rezoning from AR to R6

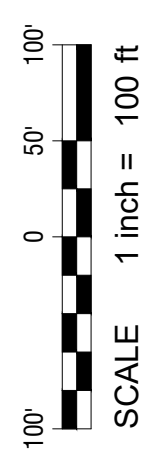
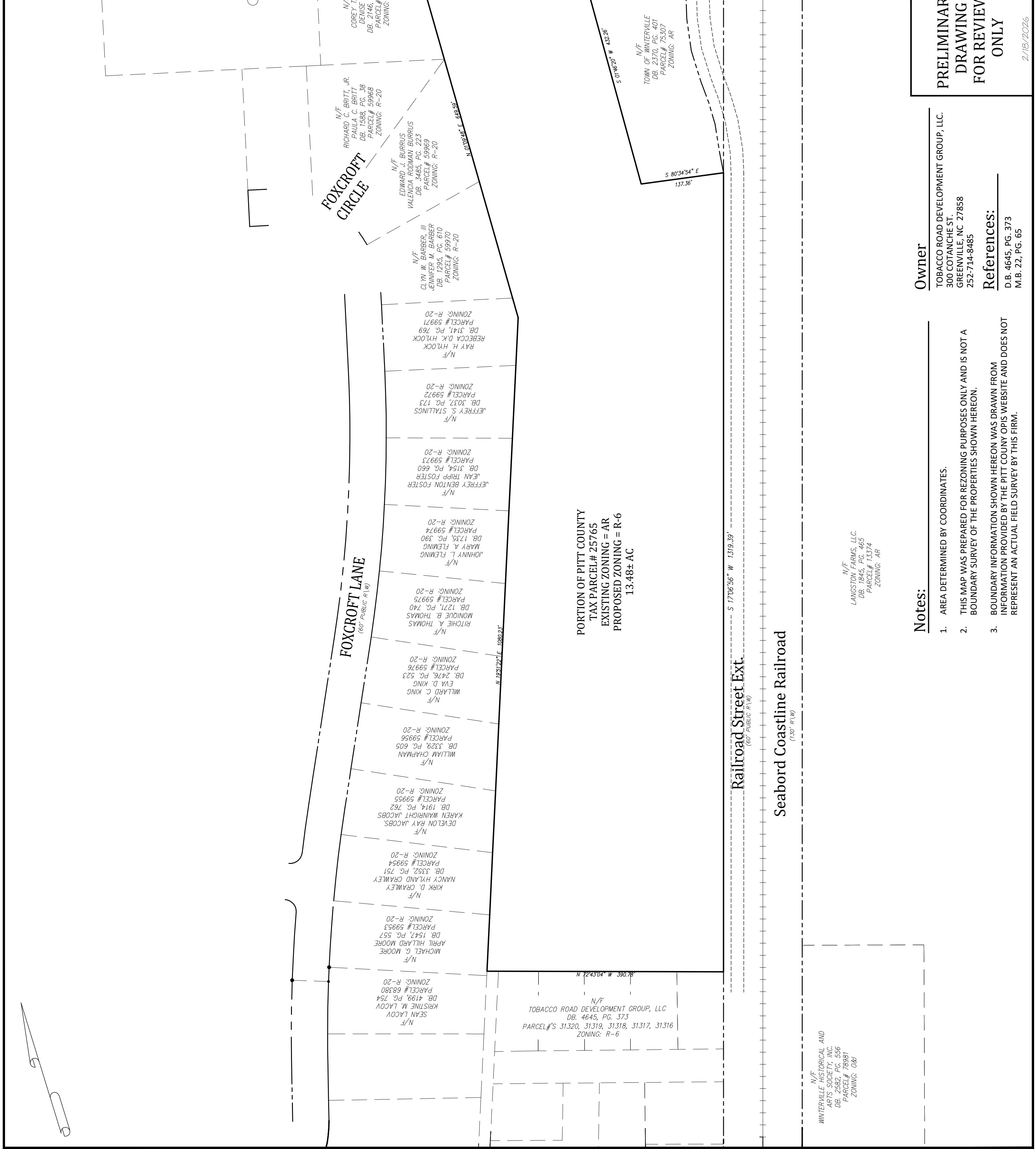
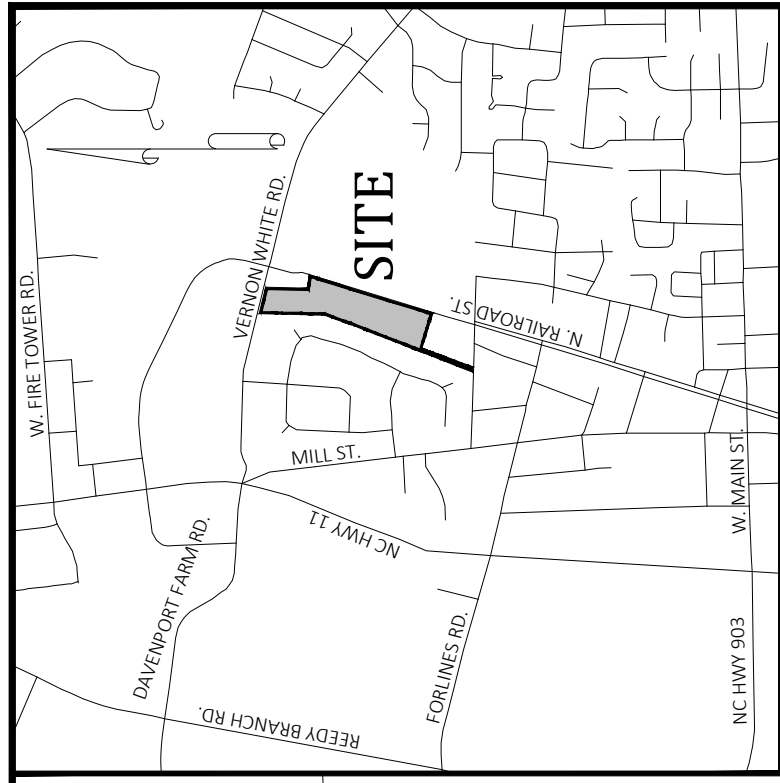
The following conditions shall apply to the development of the Property and shall be binding upon the current land owner and its successors and assigns, including any homeowners association formed for the maintenance and operation of common elements on the Property:

1. All lots shall be used exclusively for detached single-family residential homes.
2. All lots shall contain a minimum of 8,000 square feet.
3. All homes constructed on lots on the Property shall contain a minimum of 1,800 square feet of heated living space.
4. At original construction, all homes shall include stone or brick accent on the front elevation.
5. At original construction, all homes shall include vinyl shake or board and batten accents.
6. All homes shall include 2-car garages.
7. All front yards shall be sodded in connection with the construction of a home on each lot.
8. A landscaped berm shall be installed on the Property along Railroad Street.

Attachment C

Legal Description

Lying and being in Winterville Township, Pitt County, North Carolina and being all of the property known as the "Railroad Farm" as set forth in the Last Will and Testament of B.N. Worthington (79E349 Pitt County Clerk of Court) (see also the Estate of Phillip Worthington Mellon Sr. 82E505 Pitt County Clerk of Court) and being all of Pitt County Parcel Number 25765 and being the same property conveyed to Madison Leigh Mellon by deed recorded in Deed Book 3730, Page 480 and the property conveyed to B.N. Worthington by deed recorded in Deed Book V-22, Page 270, Pitt County Registry, LESS AND EXCEPT here from is that tract conveyed by deed dated August 13, 2007 from Phillip Worthington Mellon Jr., to the Town of Winterville in Deed Book 2371, Page 401, Pitt County Registry.



ARK CONSULTING GROUP, PLLC
REGISTERED PROFESSIONAL ENGINEERS & SURVEYORS
WWW.ARKCONSULTINGGROUP.COM

925-A Conference Dr.
Greenville, NC 27858
(252) 558-0888

REZONING MAP FOR
TOBACCO ROAD DEVELOPMENT GROUP
PITT COUNTY PARCEL NO. 25765
TOWN OF WINTERVILLE, PITT COUNTY, NC

SCALE 1" = 100'
DATE FEBRUARY 18, 2025
SHEET 1 of 1

PRELIMINARY DRAWING FOR REVIEW ONLY
2/18/2026

Owner
TOBACCO ROAD DEVELOPMENT GROUP, LLC.
300 COTANCHE ST.
GREENVILLE, NC 27858
252-714-8485

References:
D.B. 4645, PG. 373
M.B. 22, PG. 65

- Notes:**
1. AREA DETERMINED BY COORDINATES.
 2. THIS MAP WAS PREPARED FOR REZONING PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON.
 3. BOUNDARY INFORMATION SHOWN HEREON WAS DRAWN FROM INFORMATION PROVIDED BY THE PITT COUNTY OPIS WEBSITE AND DOES NOT REPRESENT AN ACTUAL FIELD SURVEY BY THIS FIRM.

Railroad Street Ext.
(60' PUBLIC R/W)
S 17°06'56" W 1319.39'

Seaboard Coastline Railroad
(130' R/W)

Vernon Crossing
Rezoning
Parcel Number 25765
Letters Mailed on 4.6.26
Signs Placed on site on 3.3.26

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 6th day of, **April 2026**.

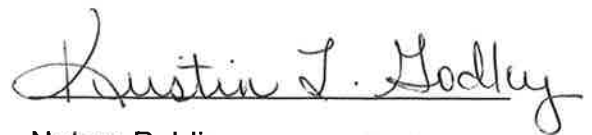


Director of Planning & Economic Development

STATE OF NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand this the 6th day of, **April 2026**.



Notary Public



My Commission Expires June 23, 2029



2571 Railroad Street
PO Box 1459
Winterville, NC 28590

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

**Planning & Zoning Board
Rezoning & Public Comment Notice
Vernon Crossing Rezoning**

NOTICE IS HEREBY GIVEN that the Winterville Planning and Zoning Board will meet on **Monday April 20, 2026** at 7:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, for consideration of the following request:

The Town of Winterville has received a **rezoning application for 13.48 Acres along Railroad Street Ext.; Parcel number 25765**. The site is located between Worthington Street and Vernon White Road; west of Railroad Street Ext, as shown on the attached map. The rezoning request is from Agricultural Residential (A-R) to R-6 Conditional District (CD), with the following conditions (1-8):

1. All lots shall be used exclusively for detached single-family residential homes.
2. All lots shall contain a minimum of 8,000 square feet.
3. All homes constructed on lots on the Property shall contain a minimum of 1,800 square feet of heated living space.
4. At original construction, all homes shall include stone or brick accent on the front elevation.
5. At original construction, all homes shall include vinyl shake or board and batten accents.
6. All homes shall include 2-car garages.
7. All front yards shall be sodded in connection with the construction of a home on each lot.
8. A landscaped berm shall be installed on the Property along Railroad Street.

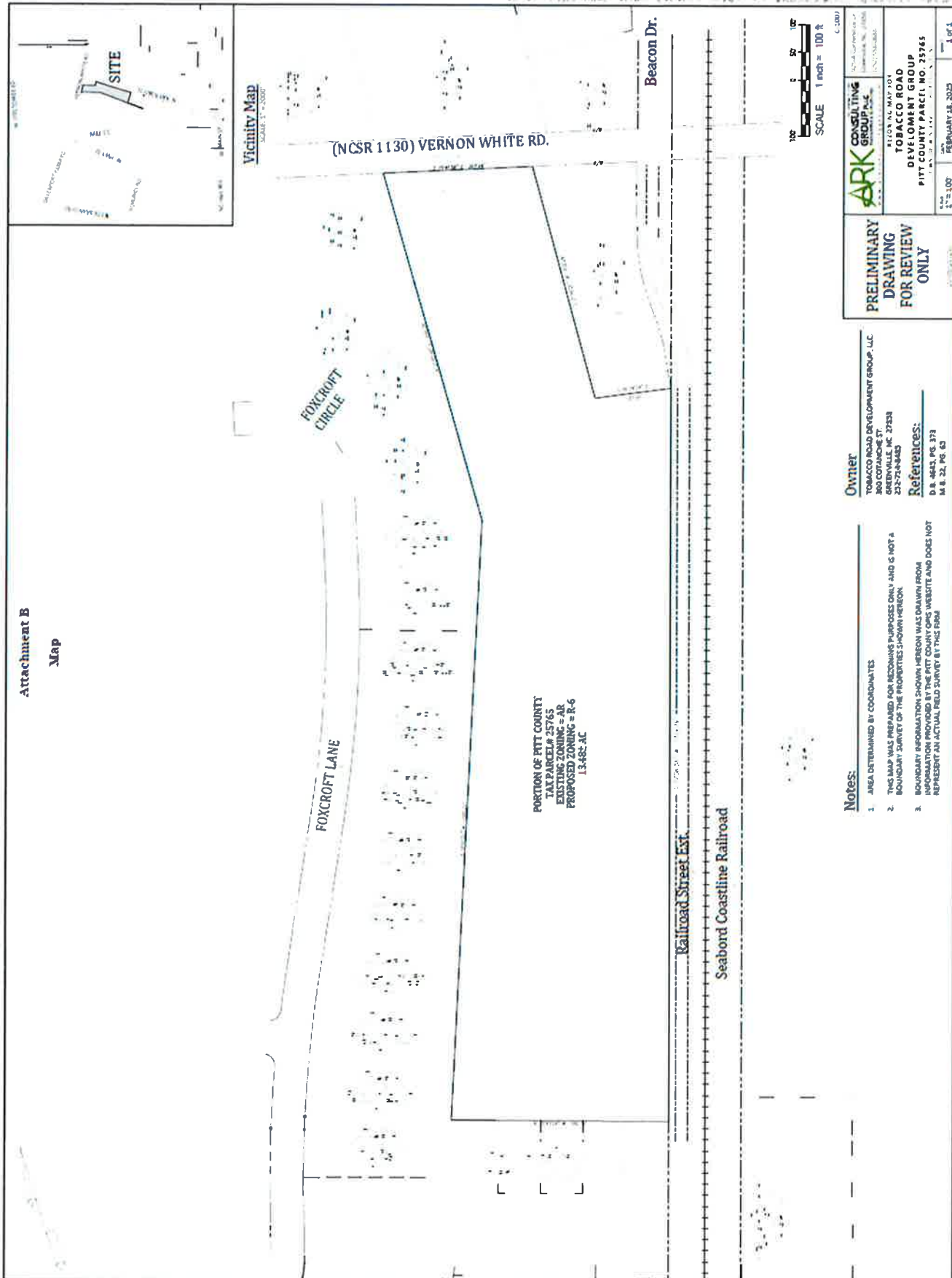
The Winterville Zoning Ordinance describes the R-6 Residential District is a quiet, relatively high-density neighborhood consisting of single-family and two-family dwellings along with limited home occupations and private and public community uses. *(2000 Zoning Ordinance, O-51-02149900, adopted 02/14/2000)*

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

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

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

Attachment B
Map



Vicinity Map
SCALE = 200'

(NCSR 11130) VERNON WHITE RD.

FOX-CROFT
CIRCLE

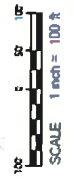
FOX-CROFT
LANE

Beacon Dr.

Railroad Street Ext.

Seaboard Coastline Railroad

PORTION OF PITT COUNTY
TAX PARCEL# 25765
EXISTING ZONING = AR
PROPOSED ZONING = R-6
13.482 AC



ARK CONSULTING GROUP, LLC
1000 UNIVERSITY DRIVE, SUITE 100
PITTSBURGH, PA 15206
TEL: 412.381.1001
FAX: 412.381.1002

PRELIMINARY DRAWING FOR REVIEW ONLY

OWNER:
TOBACCO ROAD DEVELOPMENT GROUP, LLC
6800 W. 10TH AVE., SUITE 100
GREENSBORO, NC 27431
252-724-8483

REFERENCES:
D.B. 4643, PG. 373
M.B. 22, PG. 63

DATE: FEBRUARY 28, 2025
SCALE: 2"=100'
SHEET: 1 OF 1

- Notes:**
1. AREA DETERMINED BY COORDINATES
 2. THIS MAP WAS PREPARED FOR RECORDING PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON.
 3. BOUNDARY INFORMATION SHOWN HEREON WAS DRAWN FROM INFORMATION PROVIDED BY THE PITT COUNTY GIS WEBSITE AND DOES NOT REPRESENT AN ACTUAL FIELD SURVEY OF THESE PLOTS.



Tobacco Road Development Group LLC
300 Cotanche St.
GREENVILLE, NC 27858

SYLVIA GREY DAVENPORT DAIL
243 VERNON WHITE ROAD
WINTERVILLE, NC 28590

LANGSTON FARMS, LLC
4529 Lowell St NW
WASHINGTON, DC 20016

ROBIN GRIMES MURRAY
PO BOX 1043
WINTERVILLE, NC 28590

FELICIA T INGRAM
199 WORTHINGTON STREET
WINTERVILLE, NC 28590

PAUL A CUOMO
CELINE R CUOMO
2304 FOXCROFT PL
WINTERVILLE NC 28590

FEDERICO GASCO
253 FOXCROFT LN
WINTERVILLE, NC 28590

KIRK D CRAWLEY
NANCY HYLAND CRAWLEY
227 FOXCROFT LN
WINTERVILLE NC 28590

WILLARD C KING
EVA D KING
201 FOXCROFT LN
WINTERVILLE NC 28590

JEFFERY BENTON FOSTER
JEAN TRIPP FOSTER
175 FOXCROFT LN
WINTERVILLE NC 28590

CLYNN W BARBER III
JENIFER M BARBER
151 FOXCROFT LAN
WINTERVILLE NC 28590

ELLIS FAMILY HOLDINGS
324-A BEACON DRIVE
WINTERVILLE, NC 28590

WINTERVILLE HISTORICAL
AND ARTS SOCIETY, INC.
PO BOX 2014
WINTERVILLE, NC 28590

VINCENT ARMISTEAD
KAREN ARMISTEAD
PO BOX 2458
WINTERVILLE, NC 28590

QUEENIE WORTHINGTON
JAMES
PO BOX 1063
WINTERVILLE, NC 28590

DAVID BRUCE KOEN
ALLYSON ZHENGRONG WU
2305 FOXCROFT PL
WINTERVILLE, NC 28590

SEAN LACOV
KRISTINE M LACOV
245 FOXCROFT LN
WINTERVILLE NC 28590

DEVELON RAY JACOBS
KAREN WAINRIGHT JACOBS
219 FOXCROFT LN
WINTERVILLE NC 28590

RITCHIE A THOMAS
MONIQUE B THOMAS
193 FOXCROFT LN
WINTERVILLE, NC 28590

JEFFERY S STALLINGS
167 FOXCROFT LN
WINTERVILLE NC 28590

MOREB & KHAWLA SALAHELDIN
225 VERNON WHITE ROAD
WINTERVILLE, NC 28590

COREY T DREW
DENISE DREW
230 VERNON WHITE ROAD
WINTERVILLE, NC 28590

EDWARD J BURRUS
VALENCIA RODMAN BURRIS
2203 FOXCROFT CL
WINTERVILLE NC 28590

ANNA LOUISE PARKER
TERRY HOWARD
PO BOX 462
WINTERVILLE NC 28590

JENNE WARD DEE PATRICK
ETAL.
3202 MORTON LANE
GREENVILLE, NC 27834

PETER M STEIN
DIAN M STEIN
259 FOXCROFT LN
WINTERVILLE, NC 28590

MICHAEL G MOORE
APRIL HILLARD MOORE
237 FOXCROFT LN
WINTERVILLE, NC 28590

WILLIAM CHAPMAN
209 FOXCROFT LN
WINTERVILLE NC 28590

JOHNNY L FLEMING
MARY A FLEMING
185 FOXCROFT LN
WINTERVILLE NC 28590

RAY H HYLOCK
REBECCA D K HYLOCK
159 FOXCROFT LN
WINTERVILLE NC 28590

Town of Winterville
PO BOX 1459
Winterville, NC 28590

RICHARD C BRITT JR
PAULA C BRITT
2204 FOXCROFT CL
WINTERVILLE NC 28590

LAURA WILLIAMS EDWARDS
HEIRS
2917 STOKES ROAD
GREENVILLE, NC 27834



Town of Winterville Planning Department
Zoning Staff Report

GENERAL INFORMATION

APPLICANT	Ward and Smith, PA
HEARING TYPE	Rezoning Request
REQUEST	R-6 Conditional District (CD)
CONDITIONS	<ol style="list-style-type: none"> 1. All lots shall be used exclusively for detached single-family residential homes. 2. All lots shall contain a minimum of 8,000 square feet. 3. All homes constructed on lots on the Property shall contain a minimum of 1,800 square feet of heated living space. 4. At original construction, all homes shall include stone or brick accent on the front elevation. 5. At original construction, all homes shall include vinyl shake or board and batten accents. 6. All homes shall include 2-car garages. 7. All front yards shall be sodded in connection with the construction of a home on each lot. 8. A landscaped berm shall be installed on the Property along Railroad Street.
LOCATION	Railroad Street Ext: Between Worthington Street and Vernon White Road
PARCEL ID NUMBER(S)	25765
PUBLIC NOTIFICATION	Adjacent property owners were mailed notification of the rezoning request and P&Z Meeting on April 6, 2026. Notification was posted on site on March 3, 2026. 33 properties were mailed notification.
TRACT SIZE	13.48 +/- acres
TOPOGRAPHY	Flat
VEGETATION	Agricultural/Vacant



SITE DATA

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

ADJACENT PROPERTY	ZONING	ADJACENT LAND USE
N	AR, OI	Single Family Residential, Medical Office, IRS Office, etc.
W	R-20	Single Family Residential
E	AR	Agricultural, Vacant, Wooded, single property residential.
S	R-6	Single Family Residential

ZONING DISTRICT STANDARDS

DISTRICT SUMMARIES	EXISTING	REQUESTED
ZONING DISTRICT DESIGNATION	AR	R-6 CD
MAX DENSITY	2 per acre	5 per acre (with 8,000 sf condition)
TYPICAL USES	AR - Low-density residential and agricultural uses; where urban development is expected.	Higher density, single family residential.

SPECIAL INFORMATION

OVERLAY DISTRICT	N/A
ENVIRONMENTAL / SOILS	N/A
FLOODPLAIN	N/A
STREAMS	N/A
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	Vernon White Road – NCDOT Road Railroad Street – NCDOT Road Worthington Street – TOW Road
SITE ACCESS	All access must be designed and constructed to meet the Town of Winterville / NCDOT standards.
TRAFFIC COUNTS (per NCDOT Annual Average Daily Traffic Map)	Vernon White Road– 5500 Railroad Street – 1100 Worthington Street - 800
TRIP GENERATION	N/A
Level Of Service (Transportation Analysis) Current= 2022 Study; Future= 2050 Projection. <i>* LOS is rated from A-F: A is the best, F the worst.</i> <i>* Roadway Improvement and street design is based upon achieving a minimum of LOS D on existing facilities and LOS C on new facilities. Report categories: A-C; D; E, & F.</i>	Current and Future Projections show Railroad Street, Worthington Street and Vernon White Road as a LOS of A-C.
SIDEWALKS	Required.
TRAFFIC IMPACT STUDY (TIS)	TBD
STREET CONNECTIVITY	TBD
OTHER	N/A



IMPACT ANALYSIS

Land Use Compatibility

The proposed R-6 Conditional District would permit single-family residential uses that are consistent with the overall character of the area. Much of the surrounding property consists of single-family detached homes and agricultural uses. The site is also within walking distance of downtown commercial areas and the Beacon Drive commercial developments.

Town of Winterville Comprehensive Land Use Plan Policies

The Future Land Use Map designates this property as an Urban Neighborhood character area. The requested R-6 Conditional District is consistent with this designation and aligns with the intended development pattern. The Urban Neighborhood character area allows up to eight units per acre. With the proposed 8,000-square-foot minimum lot size as a condition of approval, the subdivision would yield approximately five units per acre, which falls well within the permitted density range.

Comprehensive Land Use Plans - Recommendations & Implementation

Urban Neighborhood - General Character:

1. Somewhat higher density, predominantly single-family residential housing. Some attached housing and/or small scale commercial, retail, or restaurants allowed at select locations.

(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 Urban Neighborhood Character Area.

(Land Use) Policy 6: Support higher density housing options in strategic locations.

Strategy 6.1: Encourage housing options in locations within walking distance to of commercial and mixed-use areas.

- Property is located in close proximity to downtown and commercial properties along Beacon Drive.

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

Strategy 3.1: Support rezonings to residential used in the Urban Neighborhood areas identified on the Future Land Use Map.

- Property identified as Urban Neighborhood Character Area.



STAFF ANALYSIS AND RECOMMENDATION

Community Outreach

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

Staff Analysis

The 13.5-acre property is currently vacant/agricultural land. The surrounding uses are primarily residential with some agricultural uses. The proposed single-family detached residential matches the dominating land uses within this area of town. The location of this site provides a wonderful opportunity to add a walkable subdivision to Downtown Winterville and the Beacon Drive Commercial Area.

The R-6 CD rezoning request is consistent with the intent and purpose of the Zoning Ordinance, the Future Land Use Plan and is compatible with the existing development and trends in the surrounding area. There is existing R-6 zoning adjacent to the south. The proposed R-6 CD zoning district falls within the density recommendations provided within the Urban Neighborhood character area.

Staff Recommendation

Staff recommends ***approval*** of the rezoning request for the 13.5 acres from AR to R-6 CD. With the following Conditions:

1. All lots shall be used exclusively for detached single-family residential homes.
2. All lots shall contain a minimum of 8,000 square feet.
3. All homes constructed on lots on the Property shall contain a minimum of 1,800 square feet of heated living space.
4. At original construction, all homes shall include stone or brick accent on the front elevation.
5. At original construction, all homes shall include vinyl shake or board and batten accents.
6. All homes shall include 2-car garages.
7. All front yards shall be sodded in connection with the construction of a home on each lot.
8. A landscaped berm shall be installed on the Property along Railroad Street.



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

**Vernon Crossing
April 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 25765 are designated as "Urban Neighborhood" on the Future Land Use Map.

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

Decision: **In review of the Winterville Comprehensive Land Use Plan, the Vernon Crossing Rezoning Amendment is found to be consistent with the Town of Winterville Comprehensive Plan.**

Reasonableness:

The rezoning request **is or is not** reasonable and in the public interest, in that it allows for land uses that **are or are not** harmonious with surrounding land uses, land uses in close proximity, and is in the public interest:

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

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

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

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

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

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

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

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

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

- v. Any changed conditions warranting the amendment

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

In Review of the Vernon Crossing 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 by the Winterville Planning and Zoning Board.

Vote to Approve or Deny Rezoning:

In review of the Vernon Crossing Rezoning proposal's, Consistency and Reasonableness, The Town of Winterville's Planning and Zoning Board recommends **approval** of the rezoning request by Ward and Smith, PA. to rezone 13.48 acres of property (Parcel # 25765), from Agricultural-Residential to R-6 Conditional District (CD), with the following conditions:

Conditions:

1. All lots shall be used exclusively for detached single-family residential homes.
2. All lots shall contain a minimum of 8,000 square feet.
3. All homes constructed on lots on the Property shall contain a minimum of 1,800 square feet of heated living space.
4. At original construction, all homes shall include stone or brick accent on the front elevation.
5. At original construction, all homes shall include vinyl shake or board and batten accents.
6. All homes shall include 2-car garages.
7. All front yards shall be sodded in connection with the construction of a home on each lot.
8. A landscaped berm shall be installed on the Property along Railroad Street.

Stephen Penn

Staff Witness:

4.20.26

Date

Appendix/Other Considerations Specific to this Particular Rezoning:

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

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

Document Links:

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



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: March 9, 2026

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Old Tar Road Signal Light Pole Color.

Action Requested: Decision on Signal Pole Color.

Attachment: NA.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 5/2/2026

ABSTRACT ROUTING:

TC: 5/4/2026

TM: 5/4/2026

Final: tlp - 5/4/2026

Supporting Documentation

NCDOT had previously requested a decision from the Council regarding the Town's desire for standard galvanized signal poles, or upgraded black powder coated signal poles.

The Town decided to go with the black powder coated poles that would match what the City of Greenville was doing. This would have provided continuity along the corridor.

Since that decision by the Town Council, Greenville has changed their mind and decided not to go with the black coating on the poles.

Due to this decision, Staff wanted to confirm what direction Council wants.

The cost for the upgrade to the black powder coating is \$23,500.

Budgetary Impact: \$23,500 for going with the black coating. No cost for going with standard galvanized pole.

Recommendation: Staff recommends keeping the corridor consistent with Greenville.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: May 11, 2026

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Winterville Human Relations Board.

Action Requested: Appoint Council Liaison and Alternate Member to Winterville Human Relations Board.

Attachment: Applications Received Attached.

Prepared By: Donald Harvey, Town Clerk

Date: 4/29/2026

ABSTRACT ROUTING:

TC: 5/4/2026

TM: 5/4/2026

Final: tlp - 5/4/2026

Supporting Documentation

- A. Appoint Council Liaison: This position is available due to the resignation of Mayor Pro Tem Roberson. Council is asked to name a replacement.

- B. Shetoria Roach has resigned from the Human Relations Board and her seat needs to be replaced.

- C. Appoint Member: Shree Daniels is presently serving as an alternate member and it is recommended that she move to this seat as a member.

- D. Appoint Alternate Member: Three (3) applications have been received and are attached for seats as members of the Winterville Human Relations Board.
 - 1. LaTonya Jones
 - 2. Dee Parker
 - 3. Lakisha Shaffer

Budgetary Impact: NA.

Recommendation: Staff recommends Council appoint a Liaison, member and alternate member to the Winterville Human Relations Board.

Don Harvey

From: Councilwoman Shantel Hawkins
Sent: Wednesday, April 15, 2026 10:24 AM
To: shetoria_m@yahoo.com
Cc: Manager and Mayor and Town Council; Don Harvey; Rashana Carmon
Subject: Re: Resignation

Good morning Mrs. Roach,

First, thank you for your willingness to serve our town in this capacity. This speaks to your care and concern for Human Relations with our community and beyond. I respectfully am in receipt of your resignation and the next step would now be for the Town Council to acknowledge and vote to accept your resignation from the Winterville Human Relations Board during the May Town Council Meeting.

Again, thank you so very much for your voluntary service to our town.

Shantel Hawkins, Winterville Councilwoman

M.A. Executive Leadership
Ph D. Elementary Law Student
Contact # 252-499-5500

On Apr 15, 2026, at 8:56 AM, Shetoria Moore <shetoria_m@yahoo.com> wrote:

Be Advised: This email originated from outside of the Town of Winterville, NC

Dear members of the Town of Winterville Human Relations Board,

Please accept this letter as a formal notice of my resignation from the Town of Winterville Human Relations Board, effective immediately.

Serving on the Board has been a meaningful experience, and I appreciate the opportunity to contribute to the Town's efforts to promote fairness, inclusion, and community engagement. I am grateful for the collaboration, and dedication shown by fellow board members and staff.

Due to personal considerations, I am unable to continue serving at this time. Thank you for the opportunity to serve the Town of Winterville. I wish the Board continued success in its important work.

Respectfully,

Shetoria Roach

TOWN OF WINTERVILLE

Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

- _____ Board of Adjustment 1 Planning and Zoning Board
- _____ Recreation and Parks Advisory Board _____ Stormwater Advisory Committee
- 2 Human Relations Board

❖ Require in-town residency or in the Town’s ETJ to be appointed to any volunteer board.

Name: LaTonya Jones

Address: 518 Little Dr. ok
Winterville, NC 28590

Home Phone #: 252-717-5664 Business Phone #: _____

Email Address: mrsjones5664@yahoo.com

Employed By: ECU Health Occupation: Learning and Development Specialist

Name of High School Attended: JH Rose High School

College or University Attended: NC Wesleyan Undergrad & Grand Canyon University Graduate

How long have you been a resident of Winterville? 20 plus years

Have you served on a board/commission of the town? () Yes () No

If yes, please indicate which one(s): _____

Current membership in organization and offices held: Zeta Pi Sigma chapter of Sigma Gamma Rho Sorority Inc.

Past membership in organizations and offices held: _____

State why you feel you would be an asset to this board/commission. I would be an asset to this board because Winterville is the town where I resided from birth until middle school and where

I have deeply rooted ties here from generations on back. My heart and history is here and I want to see flourish and continue to grow and attract businesses and strive to be one of the top places to live.

Signature: latonya jones MSJ Date: 06/08/2024

Please return to: Town of Winterville Town Clerk’s Office PO Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional:

Ethnic Group: <input checked="" type="checkbox"/> African American <input type="checkbox"/> American Indian <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> Caucasian <input type="checkbox"/> Hispanic	Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male US Citizenship: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Birth Date: <u>04/15/1974</u>
---	--

TOWN OF WINTERVILLE

Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

- 1 _____ Board of Adjustment _____ Planning and Zoning Board
- 2 _____ Recreation and Parks Advisory Board _____ Stormwater Advisory Committee
- 3 _____ Human Relations Board

❖ Require in-town residency or in the Town’s ETJ to be appointed to any volunteer board.

Name: Dee Parker _____

Address: 3015-A Cheryl Court Winterville NC 28590 _____

Home Phone #: 8642930319 _____ Business Phone #: _____

Email Address: parker_dee@yahoo.com _____

Employed By: Retired business exec. Occupation:

Director of Manufacturing Operations

Name of High School Attended:

Mc Dowell High Marion NC

College or University Attended: Western Piedmont College

How long have you been a resident of Winterville? 4 years total

Have you served on a board/commission of the town? () Yes (x) No

If yes, please indicate which one(s):

Current membership in organization and offices held:

Past membership in organizations and offices held:

Chamber of Commerce Chairman of Education Committee McDowell County NC

State why you feel you would be an asset to this board/commission.

I have an extensive business background and enjoy working with teams who engage with projects and groups (have worked with manufacturing firms,community colleges,and Chamber of Commerce teams over the years). Now that I have retired from full time employment,I would enjoy serving in the Winterville community (now that I have time to contribute) by serving the City of Winterville on one of the open board positions as outlined above.

Signature: Dee Parker

Date: 06/25/2025

**Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590
or email don.harvey@wintervillenc.com with the completed application.**

This information requested below is optional:

<p><u>Ethnic Group:</u> <u>Sex:</u> _____ Female _____ Male _____ African American _____ American Indian <u>US Citizenship:</u> _____ Yes _____ No _____ Asian or Pacific Islander _____ Caucasian <u>Birth Date:</u> _____ _____ Hispanic</p>
--

Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

- Board of Adjustment
Recreation and Parks Advisory Board
Human Relations Board
Planning and Zoning Board
Stormwater Advisory Committee

Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Lakisha Shaffer
Address: 337 Eliza Way
Winterville, NC 28590

Home Phone #: 517-962-3703 Business Phone #:
Email Address: lakishashafferco@gmail.com

Employed By: Occupation: Community Educator & Entrepreneur

Name of High School Attended: Jackson high school

College or University Attended:

How long have you been a resident of Winterville? a Little under a year

Have you served on a board/commission of the town? () Yes (X) No

If yes, please indicate which one(s):

Current membership in organization and offices held:

Past membership in organizations and offices held: nonprofit organizations: women of worth, and marriage matters

State why you feel you would be a asset to this board/commission

I am deeply community-minded and enjoy working with people from diverse backgrounds. Through my experience in leadership, relationship-building, and community involvement, I bring a thoughtful, balanced perspective and a genuine desire to support initiatives that strengthen connection, inclusion, and overall quality of life. I value collaboration, open communication, and practical solutions, and I would be honored to contribute my time and insight in service to the community.

Signature: L. Shaffer Date: 12/28/25

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional:

Form with fields for Ethnic Group, Sex, US Citizenship, and Birth Date.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: May 11, 2026

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Copper Creek Section 3 Final Plat.

Action Requested: Review Final Plat for Approval.

Attachment: Final Plat.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 4/22/2026

ABSTRACT ROUTING:

TC: 5/4/2026

TM: 5/4/2026

Final: tlp - 5/4/2026

Supporting Documentation

Applicant: Terra Ventures Group, LLC (Owners).

Location: Reedy Branch Road; north Of Copper Creek Phase 1.

Parcel Numbers: 80600.

Site Data:

- 12.80 Acres.
- 34 Lots.
- Zoning: R-12.5.
- Connects to Copper Creek Section 2 and provides future connectivity to the north via a stubbed street.

Staff Analysis:

- Copper Creek Section 3 Final Plat matches the approved Preliminary Plat.
- All subdivision improvements have been installed, inspected, and approved. This Final Plat map has also been reviewed and has received TRC approval.

Planning & Zoning Unanimously Recommended Approval at their April 20th Meeting.

Staff recommends approval of the Final Plat.

Budgetary Impact: NA.

Recommendation: Staff Recommends Council approve Copper Creek Section 3 Final Plat.

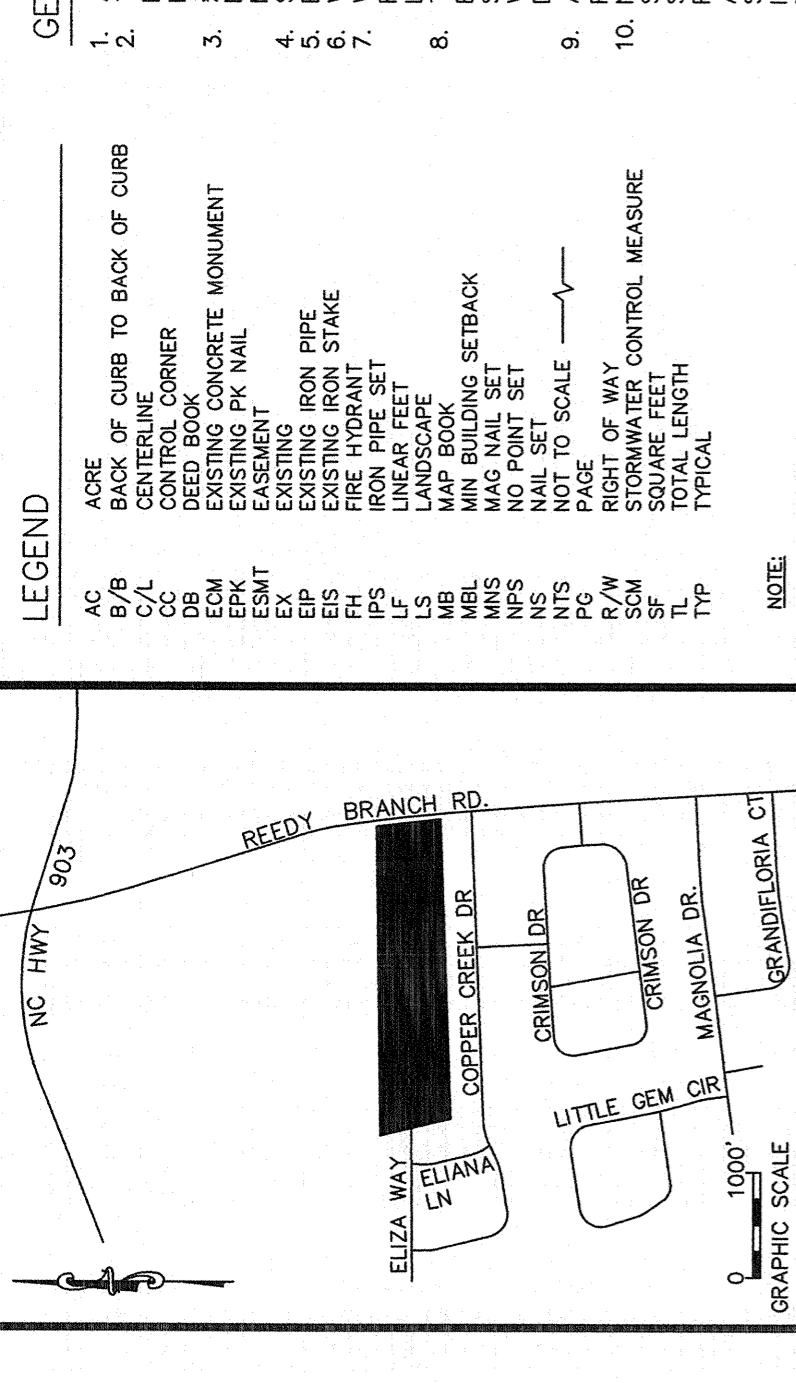
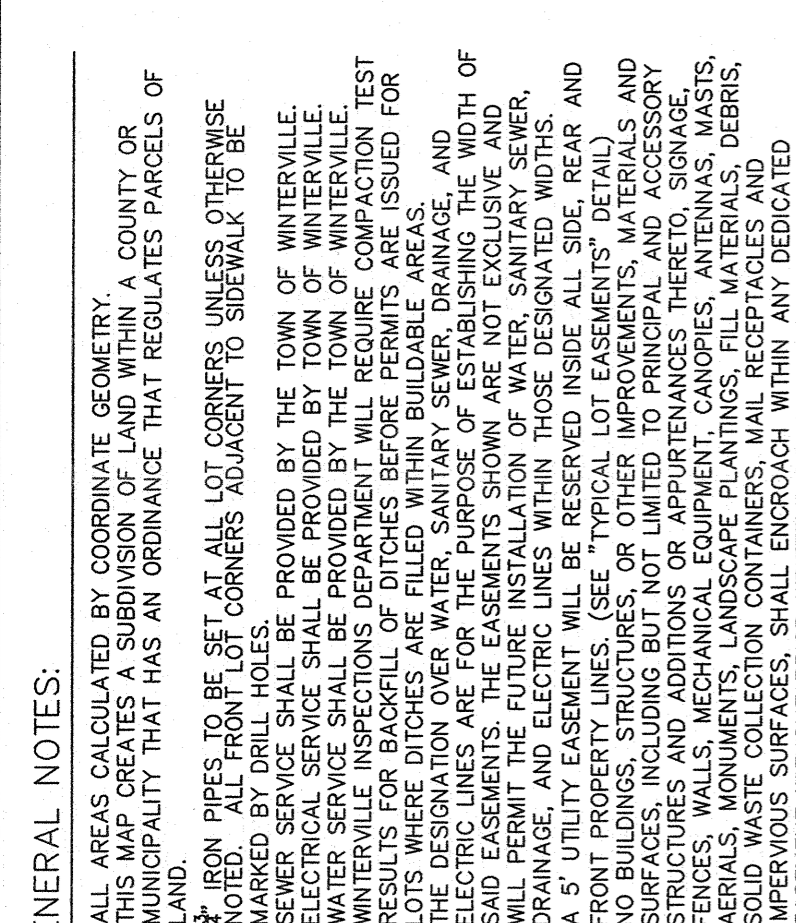
GENERAL NOTES:

- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- THIS MAP CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- IRON PIPES TO BE SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED. ALL FRONT LOT CORNERS ADJACENT TO SIDEWALK TO BE MARKED BY DRILL HOLES.
- SEWER SERVICE SHALL BE PROVIDED BY THE TOWN OF WINTERVILLE. ELECTRICAL SERVICE SHALL BE PROVIDED BY THE TOWN OF WINTERVILLE. WATER SERVICE SHALL BE PROVIDED BY THE TOWN OF WINTERVILLE. WINTERVILLE INSPECTIONS DEPARTMENT WILL REQUIRE COMPACTION TEST RESULTS FOR BACKFILL OF DITCHES BEFORE PERMITS ARE ISSUED FOR LOTS WHERE DITCHES ARE FILLED WITH BUILDABLE AREAS.
- THE DESIGNATION OVER WATER, SANITARY SEWER, DRAINAGE, AND ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, DRAINAGE, AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- A 5' UTILITY EASEMENT WILL BE RESERVED INSIDE ALL SIDE, REAR AND FRONT PROPERTY LINES. (SEE "TYPICAL LOT EASEMENTS" DETAIL)
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRoACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE TOWN OF WINTERVILLE.
- ALL UTILITY AND DRAINAGE EASEMENTS ARE CENTERED ON LINES AS INSTALLED UNLESS OTHERWISE NOTED.
- TEMPORARY CUL-DE-SAC FOR CANOPY LANE TO BE MAINTAINED BY HOMEOWNER'S ASSOCIATION.
- REFERENCE MADE TO HOMEOWNER'S ASSOCIATION DOCUMENTS RECORDED IN PITT COUNTY REGISTRY.
- THE MAXIMUM ALLOWABLE BUILT UPON AREA PER LOT IS BASED ON THE IMPERVIOUS LOT CHART BELOW. THIS ALLOTTED AMOUNT INCLUDES ANY BOUNDARIES, AND THAT PORTION OF THE RIGHT OF WAY BETWEEN THE FRONT LOT LINE AND THE EDGE OF PAVEMENT. BUILT UPON AREA INCLUDES, BUT NOT LIMITED TO, STRUCTURES, ASPHALT, CONCRETE, GRAVEL, BRICK, STONE, SLATE, COQUINA AND PARKING AREAS, BUT DOES NOT INCLUDE RAISED, OPEN WOOD DECKING, OR THE WATER SURFACE OF SWIMMING POOLS.
- ALL UTILITY EASEMENTS (WATER MAIN CENTERED IN UTILITY EASEMENT)
- TRUDY O. JEFFERSON BRILEY DB 2021E; PG 309 ZONE: AR
- PARCEL # 02386 N/F TRUDY O. JEFFERSON BRILEY DB 2021E; PG 309 ZONE: AR

LEGEND

ACRE BACK OF CURB TO BACK OF CURB
 B/B CONTROL CORNER
 C/L CENTERLINE
 CC DEED BOOK
 DB EXISTING CONCRETE MONUMENT
 EPM EXISTING EPK NAIL EASEMENT
 EX EXISTING IRON PIPE
 EIP EXISTING IRON STAKE
 EIS EXISTING IRON SET
 EPS IRON PIPE SET
 LF LANDSCAPE
 LS MAP BOOK
 MBL MIN BUILDING SETBACK
 MAG MAG NAIL SET
 NPS NO POINT SET
 NS NAIL SET
 PC PAGE TO SCALE
 R/W RIGHT OF WAY
 SCM STORMWATER CONTROL MEASURE
 SF SQUARE FEET
 TL TOTAL LENGTH
 TYP TYPICAL

NOTE:
 ALL DISTANCES ARE HORIZONTAL
 GROUND MEASUREMENTS IN FEET
 AND DECIMALS THEREOF UNLESS
 NOTED OTHERWISE.
 COMBINED SCALE FACTOR = 0.9998637

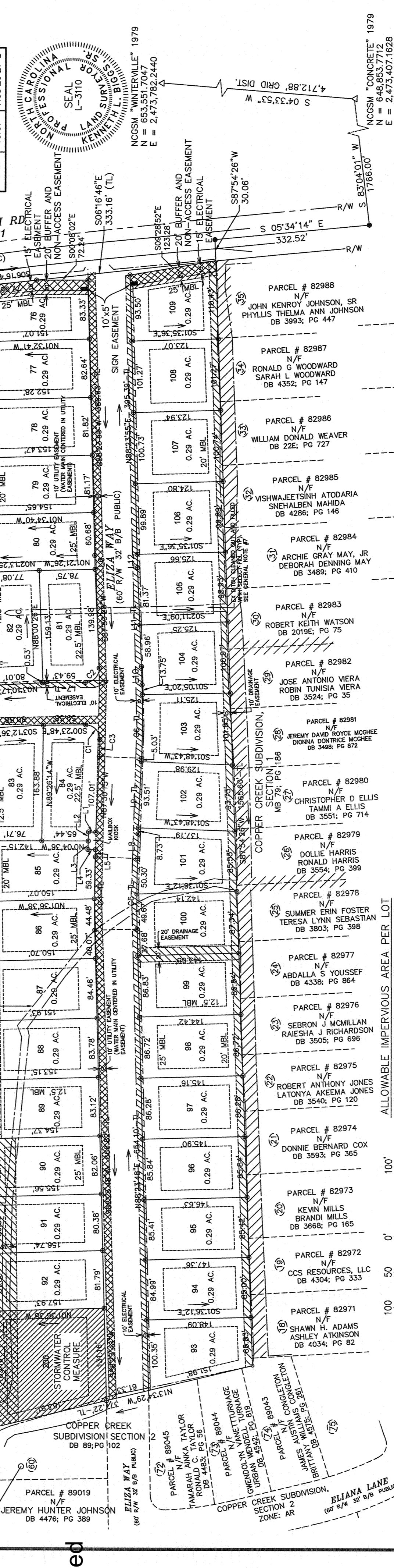
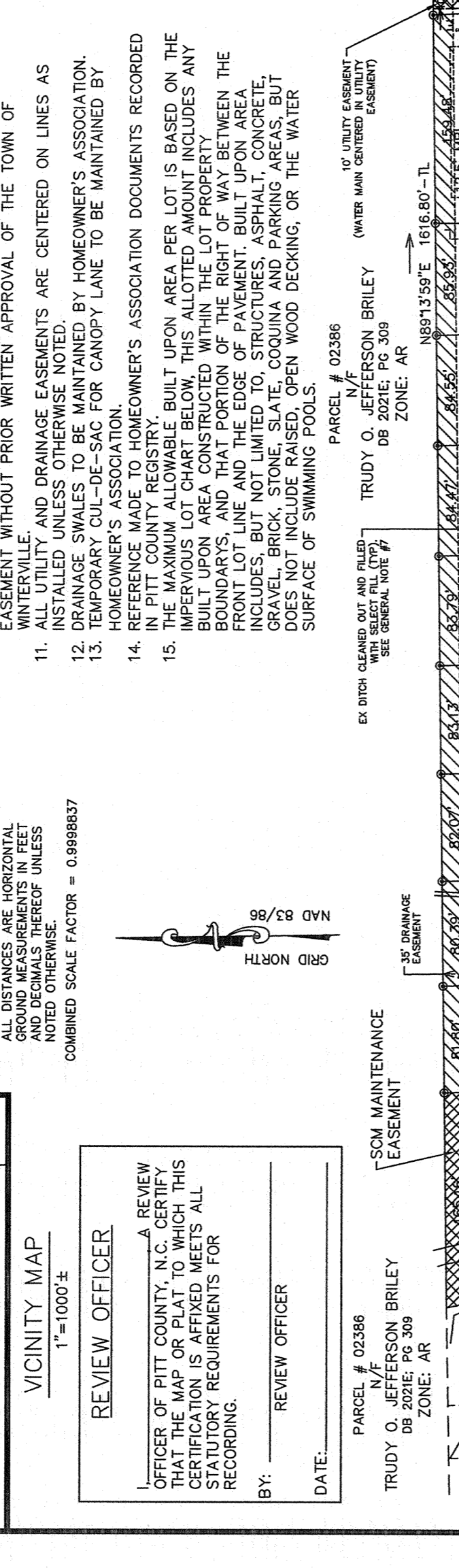
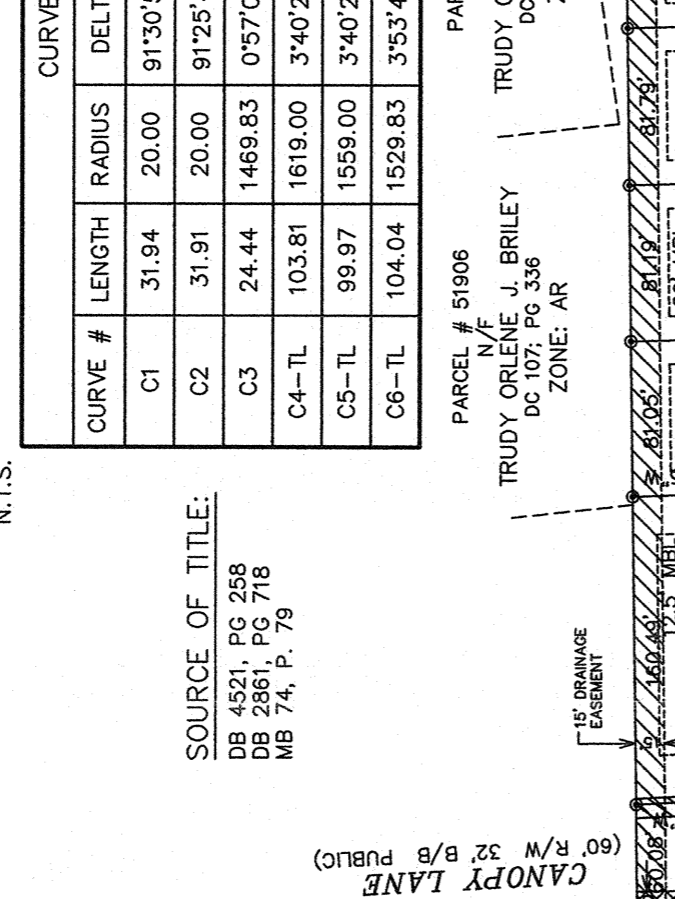


CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	31.94	20.00	91°30'55"	N45°21'39"E	28.66
C2	31.91	20.00	91°25'41"	S46°06'43"E	28.63
C3	24.44	1469.83	0°57'09"	S88°24'20"E	24.44
C4-TL	103.81	1619.00	3°40'26"	N89°45'59"W	103.80
C5-TL	99.97	1559.00	3°40'26"	N89°45'59"W	99.95
C6-TL	104.04	1529.83	3°53'48"	S89°52'39"E	104.02

LINE TABLE

LINE #	LENGTH	BEARING
L1	10.20'	N1°44'58"E
L2	12.79'	N88°26'17"W
L3	12.21'	N88°26'17"W
L4	10.53'	S1°33'43"W
L5	10.08'	N89°12'12"W
L6	19.80'	S88°24'07"W
L7-TL	59.96'	N0°23'53"W
L8	34.79'	S89°12'12"E
L9-TL	107.27'	S87°40'52"E
L10	25.87'	N88°10'27"E
L11-TL	140.33'	N87°30'28"E
L12	18.87'	N88°25'27"E



CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS FINAL PLAN WAS RECOMMENDED FOR APPROVAL BY THE PLANNING BOARD OF THE TOWN OF WINTERVILLE ON _____ DAY OF _____, 2026.

THE _____ DAY OF _____, 2026.

PURSUANT TO AUTHORITY OF SECTION 154.13 OF THE SUBDIVISION REGULATIONS, PLAN MUST BE RECORDED WITHIN THIRTY (30) DAYS OF THIS DATE.

DATE: _____
 MAYOR, TOWN OF WINTERVILLE

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

I HEREBY CERTIFY THAT THIS FINAL PLAN WAS RECOMMENDED FOR APPROVAL BY THE PLANNING BOARD OF THE TOWN OF WINTERVILLE ON _____ DAY OF _____, 2026.

THE _____ DAY OF _____, 2026.

PURSUANT TO AUTHORITY OF SECTION 154.13 OF THE SUBDIVISION REGULATIONS, PLAN MUST BE RECORDED WITHIN THIRTY (30) DAYS OF THIS DATE.

DATE: _____
 CHAIRMAN WINTERVILLE PLANNING BOARD

OWNERS STATEMENT

THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF _____

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ DAY OF _____, 2026.

NOTARY PUBLIC
 MY COMMISSION EXPIRES _____

OWNERS STATEMENT

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAN AND ALLOTMENT TO BE FREE, ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOR-EVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAN.

SIGNED _____ ATTEST _____

FINAL PLAT FOR COPPER CREEK, SECTION 3

BEING A THE PROPERTY DESCRIBED IN DB 4521, PG 258 AND TRACT 1 AS SHOWN ON MAP RECORDED IN MB 74, PG 79 OF THE PITT COUNTY REGISTRY

WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: TERRA VENTURES GROUP, LLC
 ADDRESS: 1645 E. ARLINGTON BLVD., SUITE E, GREENVILLE, NC 27858
 PHONE: (252) 756-8485 Email: ASHLEY@ELKCONSTRUCTION.COM

Coastal Carolina Surveyors, PLLC
 P-0790
 LAND SURVEYORS
 PO Box 2768 · Winterville, NC 28590
 KLB (252) 702-1427
 kenbiggs.ccsurveyors@yahoo.com

APPROVED: KLB
 DATE: 04/19/2026
 DRAWN: KLB/CT
 CHECKED: KLB
 SCALE: 1" = 100'

SURVEYOR'S CERTIFICATION

I, KENNETH L. BIGGS, SR., HEREBY CERTIFY THAT THIS PLAT WAS DRAWN BY ME FROM AN ACTUAL FIELD SURVEY PERFORMED BY ME BOOK 4521, PAGE 258; THAT THE BOUNDARIES AND SURVEYED AREAS SHOWN ON THIS PLAT WERE FOUND IN BOOKS REFERRED TO IN THE FOUND IN BOOKS REFERRED TO HEREON; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000+; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (1) (1) G. THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A TOWNSHIP THAT REGULATES PARCELS OF LAND; WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 9TH DAY OF APRIL, A.D., 2026.

 KENNETH L. BIGGS, SR., P.L.S. L-3110



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: May 11, 2026

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Cost Share Agreement with SouthbrookNC LLC.

Action Requested: Approve the Cost Share Agreement.

Attachment: Agreement and Certified Upfitting Cost.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 5/1/2026

ABSTRACT ROUTING:

TC: 5/4/2026

TM: 5/4/2026

Final: tlp - 5/4/2026

Supporting Documentation

The Town's Water System CIP recommends the Town construct a 10-inch line that will service the southern portion of Town.

The Southbrook Development will be installing an 8-inch line that will run from Laurie Ellis Road to Church Street Extension.

We are recommending that we increase the size of the line from an 8-inch water main to a 10-inch water main. This will save the Town a considerable amount of time and money, as we will not have to separately construct an additional line to generate the needed pressure, flow, redundancy and capacity.

The cost for phase one is \$92,121.16 and the cost for phase two is \$72,177.21. The total cost for the agreement is \$164,298.37 and will be due when the improvements are accepted by the Town.

Attorney Keen Lassiter has reviewed and approved the contract.

Budgetary Impact: Contract Cost is \$164,298.37 and will be included in next Fiscal Year's budget.

Recommendation: Staff recommends Council approve the agreement with SouthbrookNC. LLC.

INFRASTRUCTURE COST SHARING AND REIMBURSEMENT AGREEMENT

Southbrook Subdivision

THIS INFRASTRUCTURE COST SHARING AND REIMBURSEMENT AGREEMENT (the “Agreement”), dated as of the date of the last signature hereto (the “Effective Date”) by and between SOUTHBROOKNC, LLC, a North Carolina limited liability company (the “Developer”), and the TOWN OF WINTERVILLE, NORTH CAROLINA, a public body of the State of North Carolina (the “Town”) (the Developer and the Town are also each referred to hereafter individually as a “Party” and collectively as the “Parties”).

WITNESSETH:

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

WHEREAS, the Developer owns the real property described on Exhibit A hereto and incorporated herein by reference (the “Property”) proposes to develop a residential subdivision known as Southbrook (hereinafter “Southbrook”) located in part within the corporate limits of the Town at Church Street Extension and Laurie Ellis Road; and

WHEREAS, the Developer has requested that the Town provide water and sanitary sewer service to Southbrook; and

WHEREAS, the Developer desires to connect Southbrook, as more particularly described on the attached Exhibit B (the “Development”), to the Town’s sanitary sewer and water system (the “Utility System”); and

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

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

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

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

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

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

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

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

I. Description of Improvements.

A. Definitions.

1. “Developer's Improvements” means all those facilities to be constructed by the Developer to serve Southbrook pursuant to this Agreement as shown on the Plans & Specifications (defined below). Developer’s Improvements are designed and shall be constructed in compliance with the Town’s Utility Regulations and Ordinance (the “Ordinance”) and all other applicable regulations (collectively, “Applicable Laws”).

a. Developer’s Improvements which would be needed to serve only Southbrook generally consist of:

A water main as shown on the Plans & Specifications and said main would include an 8-inch diameter line that is 7,022 feet in length extending from Laurie Ellis Rd. to Church St. (the “Force Main”)

2. “Town Improvements” means all the oversizing of Developer’s Improvements requested by the Town and to be constructed by the Developer pursuant to this Agreement, as shown on the Plans & Specifications. The Town Improvements are designed and shall be constructed in compliance with Applicable Laws.

a. The oversizing of Developer’s Improvements which the Town has requested generally consists of:

An additional 2 inches added to the diameter of the water line so that the resultant line is a 10-inch water line extending approximately 7,022 linear feet, as shown on the Plans & Specifications, once completed.

3. “Improvements” mean both the Developer’s Improvements and the Town Improvements.

4. “Plans & Specifications” means those surveys, plans, engineering, and

construction drawings designed by the Project Engineer (as defined in Article IV.B.1. below) and approved by the Developer and the Town in accordance with Applicable Laws. The Plans & Specifications for Phase 1 of Southbrook have been approved by the Town and are attached hereto at Exhibit C. As Plans & Specifications for subsequent Phases are approved by the Town Exhibit C shall be revised to include the same. Any amendment to approved Plans & Specifications shall be in accordance with the provisions of this Agreement and any applicable permits associated with the same (e.g., Department of Environment and Natural Resources). Such amended Plans & Specifications shall from the date of such amendment or date of any required permit modification, whichever is later, be deemed the “Plans & Specifications” and Exhibit C shall be revised to reflect the same. Notwithstanding anything contained herein to the contrary, the Town Improvements shall not include any infrastructure and improvements solely for the benefit of the Developer or Southbrook.

5. “Required Property” means all off-site easements obtained by the Developer for the Improvements.

II. Improvement Costs.

- A. General. The construction cost estimates of the Developer’s Improvements and the Town’s Improvements are set forth in the attached Exhibit D. The Parties acknowledge that the cost estimates are a reasonable approximation of the probable cost to construct and install the Improvements. Each Party further understands and agrees that the cost estimates are based upon several variables that may change over time. While the cost estimates are a useful tool in planning for the construction of the Improvements, the allocation between the Developer and the Town of each Party’s respective costs (and reimbursement obligations, as applicable) shall be made upon the basis of the actual total of all costs incurred, in accordance with Article II.B. Notwithstanding anything contained herein to the contrary, the Parties acknowledge that bids for the construction of the Improvements have been solicited through a bidding process established by the Developer and approved by the Town (*see* Article IV.C. herein).
- B. Allocation of Costs. The Parties agree that the Developer shall pay for all costs associated with the engineering, design and construction, including legal costs and expenses, of Developer’s Improvements and the Town shall pay for all costs associated with the engineering, design and construction, including legal costs and expenses, of the Town Improvements. Further, the Parties agree that the Town will pay a one-time lump sum reimbursement of \$3,500.00 (the “Soft Costs Reimbursement”) for professional engineering services which will cover the Town’s portion of all engineering, design, survey, construction administration, and inspection costs, and the Developer’s reasonable and actual legal costs and expenses which relate solely to this Agreement (collectively, the “Soft Costs”). The

Town will pay the Soft Costs Reimbursement to the Developer at the same time and in the same manner as the Town's final payment to the Developer hereunder.

III. Timing.

- A. Timeline for Commencement and Completion. The Developer shall commence construction of the Improvements within 12 months after the Effective Date.
- B. No Obligation to Construct: Partial Construction. This Agreement sets forth the terms and conditions for (i) construction of the Improvements and (ii) payment by the Developer and the Town of costs of the Improvements. This Agreement does not obligate the Developer to undertake the Improvements, and it does not obligate the Developer or the Town to remit any payment for the cost of said Improvements in the event the Improvements are not undertaken.

If the Developer undertakes construction but fails to complete the same in accordance with this Agreement, and if the Town later chooses to complete the construction of the Improvements, and if the Developer (or any permitted assignee) as owner of the Property, receives the benefit of the Town's election to construct the Improvements, then the Town shall be entitled to reimbursement by Developer (or the assignee, as applicable) for the percentage of the Developer's Improvements actually constructed by Town.

In addition, at acceptance by the Town of the Improvements, the Developer shall: (i) convey or assign as applicable, to the Town by quitclaim deed or easement, the Required Property and (ii) shall assign, to the extent assignable, the Plans & Specifications to the Town, provided such assignment is at no cost to the Developer and is without any representation or warranty. In addition, the Developer shall deliver copies of the Plans & Specifications to the Town upon request to do so. The Developer shall inform each of the design professionals associated with the Plans & Specifications as to the requirements of this Article III.B. and shall provide in Developer's contract with such design professional that the Developer has the right to assign the Plans & Specifications (to the extent the design professional has been compensated for the same). Nothing in this Article III shall require the Town to expend any funds for construction of the Developer's Improvements.

IV. Administration.

- A. Definitions.

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

B. Design & Engineering.

1. Developer engaged Stocks Engineering, P.O. Box 1108, Nashville, NC 27856, a licensed North Carolina engineer (the “Project Engineer”) to design the Improvements to meet all adopted Town requirements and specifications, including but not limited to the size and type of material used.
2. Any amendment to the Plans & Specifications shall occur only with the consent and approval of Developer and the Town. Upon amendment, the Developer shall not be subjected to any requirements or demands of the Town that are unique and not generally applied to other developers, except for the application of standards that may be unique because of the specific or unique nature of the infrastructure being designed and constructed.

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

The Parties acknowledge and agree that the Developer intends to construct the Development and the Improvements in accordance with a phased construction schedule over a number of years. The Developer shall provide evidence reasonably acceptable to the Town of the completion of a phase of the Development (a “Phase”) and the Improvements installed thereon.

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

The Developer shall provide any contracts, including subcontracts in the Developer’s possession, for work on the Improvements to the Town upon request by the Town Contact. The Improvements shall be completed in accordance with Plans & Specifications. The Town may inspect construction of the Improvements at any time and at such frequency as the Town desires. In the event that a Town inspection reveals any discrepancy or other issue, the Town immediately shall notify the Developer thereof in writing. The Developer shall be responsible for obtaining all state, local, and any other permits and approvals required in order to

construct the Improvements. The Developer shall ensure that the Town is identified as an Additional Insured on all insurance policies issued pursuant to this Agreement.

V. Property Acquisition.

- A. Generally. The Developer shall obtain the Required Property and shall deed, dedicate, or otherwise transfer or assign the same to the Town upon completion of the Improvements as provided hereafter in this Agreement.

- B. Eminent Domain. The Town shall cooperate with the Developer in efforts to obtain any of the Required Property including, but not limited to, the exercise of the Town’s power to acquire property as allowed by law. Through approval of this Agreement, the Town hereby determines that construction of the Improvements confers a public benefit and is for a public purpose, given the public benefits to be realized from extension of the Utility System. Prior to action by the Town to invoke its power to acquire property as allowed by law (including, but not limited to, the power of eminent domain), the Developer shall make and document 3 good faith attempts to purchase any Required Property at offers of not less than fair market value. If these offers are unsuccessful, the Town shall invoke its power to acquire property as allowed by law (including, but not limited to, the power of eminent domain if necessary to make such acquisitions). In the event of condemnation, the Developer shall provide counsel acceptable to the Town’s attorney to represent the Town. The Developer shall pay all costs associated with the condemnation, negotiation, and litigation, including but not limited to any statutory deposit, attorney fees, witness fees, any additional just compensation awarded, and all other litigation expenses (collectively, “Condemnation Costs”).

Upon Developer’s full completion of all Phases of the Improvements, the Town shall partially reimburse the Developer for any Condemnation Costs based on the ratio of the aggregate cost the Town Improvements to the aggregate cost of the Improvements (the “Town Share”). For example only, if the aggregate cost of the Improvements is \$400,000 and the aggregate cost of the Town Improvements is \$100,000, then the Town Share of any Condemnation Costs would equal 25%.

VI. Acceptance of Improvements.

- A. Requirements for Acceptance. When the Improvements for any Phase are completed (in such event, a “Completed Phase”), the Developer shall notify the Town Contact in writing to start the process for the Town’s acceptance of such Completed Phase, and the Developer shall furnish the following to the Town regarding the Completed Phase of the Improvements (collectively, the “Completion Documents”):
 - 1. Sealed as-built plans for the Completed Phase of the Improvements;
 - 2. A standard form release of liens from all contractors and subcontractors who have

worked on the Completed Phase of the Improvements and who have a right under statute to file liens against the applicable Improvements or property on which the Completed Phase of the Improvements are located;

3. Deeds, dedications, or assignments conveying the Developer's interests to the Town in the Completed Phase of the Improvements, together with any easements/rights of way related thereto; and
4. Releases or subordination of any mortgage or security interests held in the Completed Phase of the Improvements.

- B. Acceptance and Payment. Upon completion of construction and delivery to the Town of the Completion Documents, the Town shall conduct an inspection of the Completed Phase of the Improvements and upon approval thereof shall accept the Completed Phase of the Improvements (in such event, an "Accepted Phase") and associated property or property interests, shall have the rights described hereafter, and shall thereafter maintain the Accepted Phase of the Improvements. The Town's declaration of acceptance under this Section VI.B. shall be made by the Town Management Designee subject to the approval of the Town Council. The Town shall document the date it accepts the Improvements by written letter to the Developer signed by the Town Management Designee. Each of the (i) acceptance by the Town and (ii) payment by the Town to the Developer for all of the Developer's costs and expenses for the Accepted Phase of the Town Improvements, as herein provided, shall take place not later than 45 days after the foregoing approval by the Town. Within 45 days after the Developer's full completion and the Town's acceptance of all Phases of the Improvements, the Town shall also pay to the Developer: (a) the Town Share of the Condemnation Costs and (b) the Soft Costs Reimbursement. Delay for any reason in acceptance by the Town of any Completed Phase shall not operate to postpone or excuse timely payment by the Town to the Developer for the Town Improvements.
- C. Town Ownership and Control of Improvements. Upon the Town's full acceptance of the Improvements and full payment to the Developer for the Town Improvements, the Town shall use the Improvements to provide utility service. The Town then shall have sole ownership, control over, and use of the Improvements and associated property interests. After the Town's acceptance of the Improvements and subject to terms of this Agreement, the Town may make extensions from, connections to, and alterations to any of the Improvements, and/or make any other decisions regarding the Improvements without consent of the Developer.
- VII. Payment of Construction Costs. The Parties hereto agree that the Developer is solely responsible to pay for all costs associated with Developer's Improvements. Further, the Parties hereto agree that the Town is solely responsible to pay for all costs associated with the Town Improvements that are incurred by the Developer in connection with the Town Improvements. The Town will pay for and reimburse the Developer for all costs associated with the Town Improvements pursuant to Section VI.B.
- VIII. Written Consents from Town. Where this Agreement refers to written approvals or

consents to be given by the Town (and not a specific person or position), the authority to give such approvals shall be delegated to the Town Management Designee. An approval required by this Agreement shall not be effective unless given in writing. Consents or approvals specifically delegated to the Town Council in this Agreement are excluded from the operation of this Section. Any dispute between the Developer and a delegated party acting on behalf of the Town may be submitted to the Town Council for review and resolution. Notwithstanding the foregoing, nothing herein shall prevent either Party from pursuing other remedies available to it, including requesting relief from courts of appropriate jurisdiction.

IX. Suspension For Cause/Default.

- A. Either Party shall have the right to terminate this Agreement in the event the other shall default in any of the terms and conditions of this Agreement. Either Party shall have the right to exercise any and all rights and remedies available to it under law and equity in the event the other shall default in any of the terms and conditions of this Agreement. Provided, however, that no default shall be declared under this Agreement unless the Party claiming default gives the other Party Notice (as defined in Article XI) of any alleged default with particularity and an opportunity of at least 30 working days from the date of receipt of the Notice to cure such default. No such failure to cure, however, will be deemed to exist if the defaulting Party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the defaulting Party.
 - B. Any Notice of default shall be provided in accordance with the Notice provisions contained herein and shall in addition be prominently titled NOTICE OF DEFAULT.
- X. Notice. Any notice, demand, consent, agreement, request or other communication required to be given, served, sent or obtained hereunder (a “Notice”) shall be in writing, and shall be: (i) hand delivered personally or (ii) sent by nationally recognized courier service, fees prepaid, addressed as follows:

To the Developer at:

SouthbrookNC, LLC
Attn: Kenneth Scott Moore
PO Box 38
Holly Springs, NC 27540
Phone: (704) 995-2507
Email: scott@thecoleygroup.com

With copy to:

Woodward & Woodward PLLC
Attn: Russell S. Woodward
200 South College Street Suite 200
Charlotte NC 28202
Phone: 704-927-3377
Email: Russell@WWLawNC.com

To the Town at:

Terri Parker, Town Manager
Town of Winterville
Post Office Box 1459
Winterville, NC 28590
Email:terri.parker@wintervillenc.com

With copy to:

Anthony Bowers, Asst. Town Manager
Town of Winterville
Post Office Box 1459
Winterville NC 28590
Email: anthony.bowers@wintervillenc.com

E. Keen Lassiter, Town Attorney
Law Offices of E. Keen Lassiter, P.A.
Post Office Box 2636
Winterville NC 28590
Email: ekllawoffice@yahoo.com

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

XI. Miscellaneous.

- A. Choice of Law and Forum. This Agreement shall be deemed made in Pitt County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. The exclusive form and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice in Pitt County.

- B. Compliance with Ordinances, Laws and Regulations. The Developer shall be vested as to the matters outlined in this Agreement and shall comply with all Town ordinances, written standards, and written regulations as they exist on the date of this Agreement. Notwithstanding the foregoing, the Developer shall not be vested under the current Town technical and engineering standards for any infrastructure or facilities other than that which is provided in the Plans & Specifications as such Plans & Specifications have been approved by the Town. Further, the Parties shall comply with all applicable regulations of the State of North Carolina and the federal government.
- C. Waiver. No action or failure to act by the Parties shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing or set forth elsewhere by this Agreement.
- D. Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.
- E. Assignment; Successors and Assigns. The Developer may assign and/or pledge its rights and obligations that arise out of this Agreement with prior written consent of the Town, such consent not to be unreasonably delayed nor withheld.
- F. No Third-Party Rights Created. This Agreement is intended for the benefit of the Town and the Developer and not for any other person or entity, and no such persons or entities shall enjoy any right; benefit, or entitlement under this Agreement.
- G. Principles of Interpretation and Definitions. In this Agreement, unless the context requires otherwise: (i) the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation; (ii) References to a "Section" or "section" shall mean a section of this Agreement; (iii) Titles of sections, paragraphs, and articles are for convenience only and shall not be construed to affect the meaning of this Agreement; (iv) the word "duties" includes obligations; (v) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities; (vi) The words "will" "shall" and "must" are each mandatory; and (vii) The word "day" means calendar day.
- H. Modifications; Entire Agreement. A modification or amendment of this Agreement is not valid unless signed by both Parties. This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the

Parties, other than as set forth or referenced in this Agreement.

- I. Force Majeure. The Parties hereto shall not be liable for any failure to perform hereunder as a result of an external event or events beyond their respective control, including without limitation, acts of the United States of America, acts of the State of North Carolina (including the denial of permits which the Developer has pursued in good faith), embargos, fire, flood, drought, hurricanes, tornadoes, explosions, acts of God or a public enemy, strikes, labor disputes, civil suits, injunctions, vandalism or civil riots. However, if any such event interferes with the performance by a Party hereunder, such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance or to complete performance in as timely a manner as is reasonably possible.
- J. Remedies. All remedies as are otherwise allowed or provided by law are available to the Parties to this Agreement, unless specifically limited as described in specific provisions of this Agreement.
- K. No Joint Venture/No Agency. Nothing in this Agreement shall be construed to create a joint venture between the Parties, or to make the Developer an agent of the Town. Nothing in this Agreement shall be construed to make the Town an owner or contractor or responsible party with regard to any contracts entered into by Developer.
- L. Warranty, Guaranty and Correction Period. The Developer warrants and guarantees for the Warranty Period that all work on the Improvements performed by or at the direction of Developer shall be in accordance with the Plans & Specifications approved by the Town. If, within one year after acceptance by the Town (the "Warranty Period"), any work performed by or at the direction of the Developer is found to be defective due to faulty workmanship, the Developer shall cause the repair, replacement, or correction of such defects at no cost to the Town. After the Warranty Period, this subsection L shall not survive except for those matters which the Town provides the Developer written notice prior to the expiration of the Warranty Period. Notwithstanding anything contained herein to the contrary, in no event shall the Developer warrant, guarantee nor indemnify the Town or any other party for design defects contained within the Plans & Specifications approved by the Town. This subsection L shall not prevent the Town from pursuing action against any third party for design defects contained within the Plans & Specifications as a third-party beneficiary of such Plans & Specifications.

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

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

**SIGNATURE PAGES TO
INFRASTRUCTURE COST SHARING AND
REIMBURSEMENT AGREEMENT**

Developer:

SouthbrookNC, LLC,
a North Carolina limited liability company

By: _____

Name:

Title: Manager

State of North Carolina

County of _____

I the undersigned, a Notary Public, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____.

Date: _____

Notary Public (Signature)

Notary's Printed Name

My Commission Expires: _____

[INK SEAL]

Town:

Town of Winterville, North Carolina

By: _____

Name: Richard E. Hines

Title: Town Mayor

Attest: _____

Name: Donald Harvey

Title: Town Clerk

State of North Carolina

County of _____

I the undersigned, a Notary Public, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____.

Date: _____

Notary Public (Signature)

Notary's Printed Name

My Commission Expires: _____

[INK SEAL]

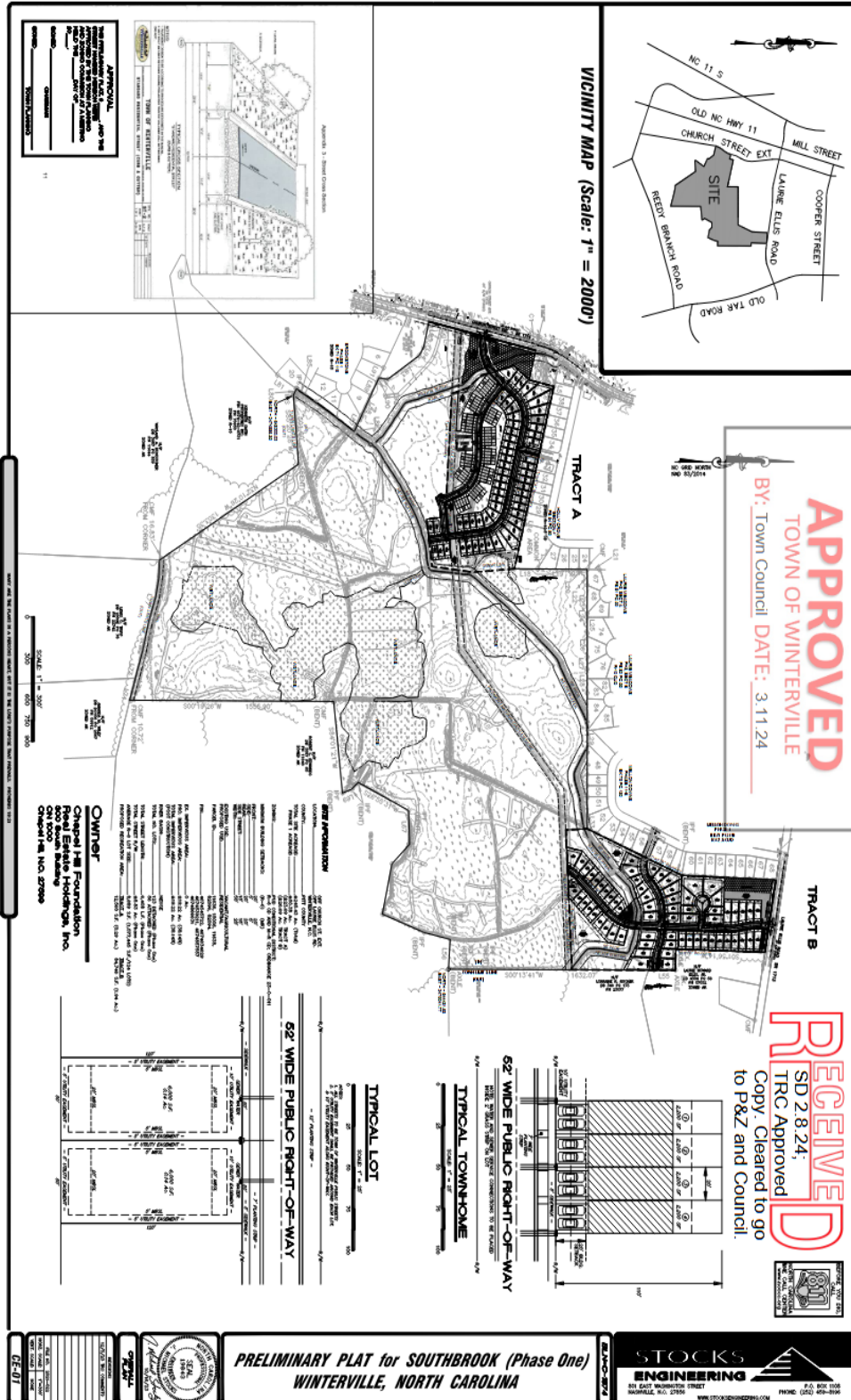
EXHIBIT A PROPERTY

Legal Description For
Chapel Hill Foundation Real Estate Holdings LLC
Winterville Township, Pitt County
North Carolina

Commencing at a point, said point being an iron pipe found along the eastern right-of-way of Church Street Ext. (SR 1714) in Winterville Township, Pitt County, North Carolina. Point further described as the northwestern corner of the Annie Mae E. Allen Life Estate property as recorded in Deed Book DC108, Page 1, Pitt County Registry. Point also described as a western corner of the Chapel Hill Foundation Real Estate Holdings Inc. property as recorded in Deed Book 3448 Page 378 and the **POINT OF BEGINNING**. Thence along the eastern right-of-way of Church Street Ext. N 13°49'16" E a distance of 839.61 feet to an iron pipe found. Thence with a curve turning to the right with an arc length of 34.22 feet, with a radius of 970.00 feet, with a chord bearing of N 14°49'55" E, with a chord length of 34.22 feet to an iron pipe found. Thence S 76°40'42" E a distance of 221.56 feet to an iron pipe found. Thence N 13°21'42" E a distance of 199.94 feet to an iron pipe found. Thence S 76°41'35" E a distance of 48.55 feet to an iron pipe found. Thence S 76°43'28" E a distance of 79.97 feet to an iron pipe found. Thence S 76°41'04" E a distance of 80.06 feet to an iron pipe found. Thence S 76°43'38" E a distance of 80.00 feet to an iron pipe found. Thence S 76°38'17" E a distance of 79.88 feet to an iron pipe found. Thence S 76°42'13" E a distance of 95.07 feet to an iron pipe found. Thence S 76°53'54" E a distance of 233.88 feet to an iron pipe found. Thence S 76°11'58" E a distance of 80.03 feet to an iron pipe found. Thence S 76°18'57" E a distance of 79.91 feet to an iron pipe found. Thence S 76°44'16" E a distance of 81.00 feet to an iron pipe found. Thence S 76°02'02" E a distance of 48.73 feet to an iron pipe found. Thence S 77°35'50" E a distance of 31.28 feet to an iron pipe found. Thence S 76°36'08" E a distance of 338.06 feet to an iron pipe found. Thence N 00°31'39" E a distance of 182.63 feet to an iron pipe found. Thence N 00°29'08" E a distance of 330.30 feet to an iron pipe found. Thence N 00°38'02" E a distance of 65.26 feet to an concrete monument. Thence N 89°59'29" E a distance of 114.37 feet to an iron pipe found. Thence N 89°58'14" E a distance of 203.88 feet to an iron pipe found. Thence N 89°58'34" E a distance of 28.92 feet to an iron pipe found. Thence N 89°56'11" E a distance of 114.38 feet to an iron pipe found. Thence S 89°59'31" E a distance of 173.14 feet to an iron pipe found. Thence S 89°54'48" E a distance of 87.40 feet to an iron pipe found. Thence N 89°58'10" E a distance of 172.53 feet to an iron pipe found. Thence S 89°56'54" E a distance of 590.76 feet to an iron pipe found. Thence N 89°50'17" E a distance of 80.27 feet to an iron pipe found. Thence S 89°50'37" E a distance of 79.81 feet to an iron pipe found. Thence S 89°57'59" E a distance of 137.59 feet to an iron pipe found. Thence N 89°56'43" E a distance of 94.24 feet to an iron pipe found. Thence N 24°10'01" E a distance of 80.18 feet to an iron pipe found. Thence N 23°59'09" E a distance of 140.25 feet to an iron pipe found. Thence N 24°08'47" E a distance of 80.05 feet to an iron pipe found. Thence N 24°05'04" E a distance of 79.83 feet to an iron pipe found. Thence N 23°59'17" E a distance of 95.32 feet to an iron pipe found. Thence N 24°13'03" E a distance of 59.81 feet to an iron pipe found. Thence N 24°15'41" E a distance of 95.06 feet to an iron pipe found. Thence N 24°08'17" E a distance of 80.01 feet to an iron pipe found. Thence N 24°06'04" E a distance of 68.97 feet to an iron pipe found. Thence N 25°06'13" E a distance of 44.47 feet to an iron pipe found. Thence N 02°31'42" E a distance of 102.94 feet to an iron pipe found.

Thence N 02°35'22" E a distance of 79.97 feet to an iron pipe found. Thence N 02°40'37" E a distance of 80.02 feet to an iron pipe found. Thence N 02°38'11" E a distance of 79.90 feet to an iron pipe found. Thence N 02°38'58" E a distance of 80.02 feet to an iron pipe found. Thence N 02°37'12" E a distance of 80.03 feet to an iron pipe found. Thence N 02°36'39" E a distance of 65.77 feet to an iron pipe found. Thence N 02°37'37" E a distance of 80.53 feet to an iron pipe found. Thence N 02°34'45" E a distance of 100.31 feet to an iron pipe found along the southern right-of-way of Laurie Ellie Road (SR 1713). Thence across the right-of-way of Laurie Ellis Road N 09°30'52" E a distance of 60.00 feet to a point. Thence down the northern right-of-way of Laurie Ellis Road S 80°29'08" E a distance of 530.03 feet to a point. Thence across the right-of-way of Laurie Ellis Road S 09°30'52" W a distance of 60.00 feet to an iron pipe found. Thence S 01°56'14" W a distance of 708.73 feet to an existing axle. Thence S 88°58'00" E a distance of 152.87 feet to an existing axle. Thence S 00°09'02" W a distance of 171.26 feet to an iron pipe found. Thence S 00°13'41" W a distance of 1632.07 feet to an existing axle. Thence N 86°17'28" W a distance of 215.90 feet to an iron pipe found. Thence S 13°39'00" W a distance of 214.53 feet to an iron pipe found. Thence S 21°51'13" W a distance of 355.50 feet to an iron pipe found. Thence N 78°17'01" W a distance of 371.81 feet to an iron pipe found. Thence N 45°24'01" W a distance of 198.70 feet to an iron pipe set. Thence S 88°23'03" W a distance of 244.59 feet to an iron pipe found. Thence S 26°55'31" W a distance of 449.06 feet to an iron pipe found. Thence S 42°39'50" E a distance of 75.00 feet to an iron pipe found. Thence S 19°34'18" E a distance of 74.12 feet to an iron pipe found. Thence S 84°01'21" W a distance of 665.25 feet to an iron pipe set. Thence S 00°28'33" W a distance of 65.15 feet to a concrete monument. Thence S 00°19'26" W a distance of 1555.90 feet to an iron pipe found. Thence N 74°31'09" W a distance of 65.83 feet to an iron pipe found. Thence N 73°35'21" W a distance of 101.37 feet to an iron pipe found. Thence N 74°41'15" W a distance of 63.53 feet to an iron pipe found. Thence N 73°41'32" W a distance of 147.25 feet to an iron pipe found. Thence N 77°17'38" W a distance of 212.23 feet to an iron pipe found. Thence N 72°38'39" W a distance of 99.96 feet to an iron pipe found. Thence N 73°01'28" W a distance of 81.53 feet to an iron pipe found. Thence N 79°42'20" W a distance of 141.75 feet to an iron pipe found. Thence N 86°31'20" W a distance of 131.43 feet to an iron pipe found. Thence N 32°10'26" W a distance of 1303.35 feet to concrete monument. Thence S 85°20'28" W a distance of 501.60 feet to an iron pipe set. Thence N 61°11'51" W a distance of 51.66 feet to an iron pipe set. Thence N 33°16'57" E a distance of 74.40 feet to an iron pipe found. Thence N 33°16'57" E a distance of 101.95 feet to an iron pipe found. Thence N 33°32'17" E a distance of 202.81 feet to an iron pipe found. Thence N 35°14'59" E a distance of 173.09 feet to an iron pipe set. Thence N 62°59'38" W a distance of 20.21 feet to an iron pipe found. Thence N 62°59'38" W a distance of 97.24 feet to an iron pipe found. Thence N 63°12'47" W a distance of 176.47 feet to an iron pipe found. Thence N 63°11'09" W a distance of 108.02 feet to an iron pipe found. Thence N 63°18'50" W a distance of 31.73 feet to an iron pipe found. Thence N 06°25'46" E a distance of 72.99 feet to an iron pipe found. Thence N 34°39'10" W a distance of 299.54 feet to an iron pipe found. Thence N 58°37'40" W a distance of 71.17 feet to an iron pipe found. Thence N 77°23'18" W a distance of 192.29 feet to an iron pipe found and the **POINT OF BEGINNING** and containing 246.177 acres (10723486 square feet).

EXHIBIT B SUBDIVISION PLANS



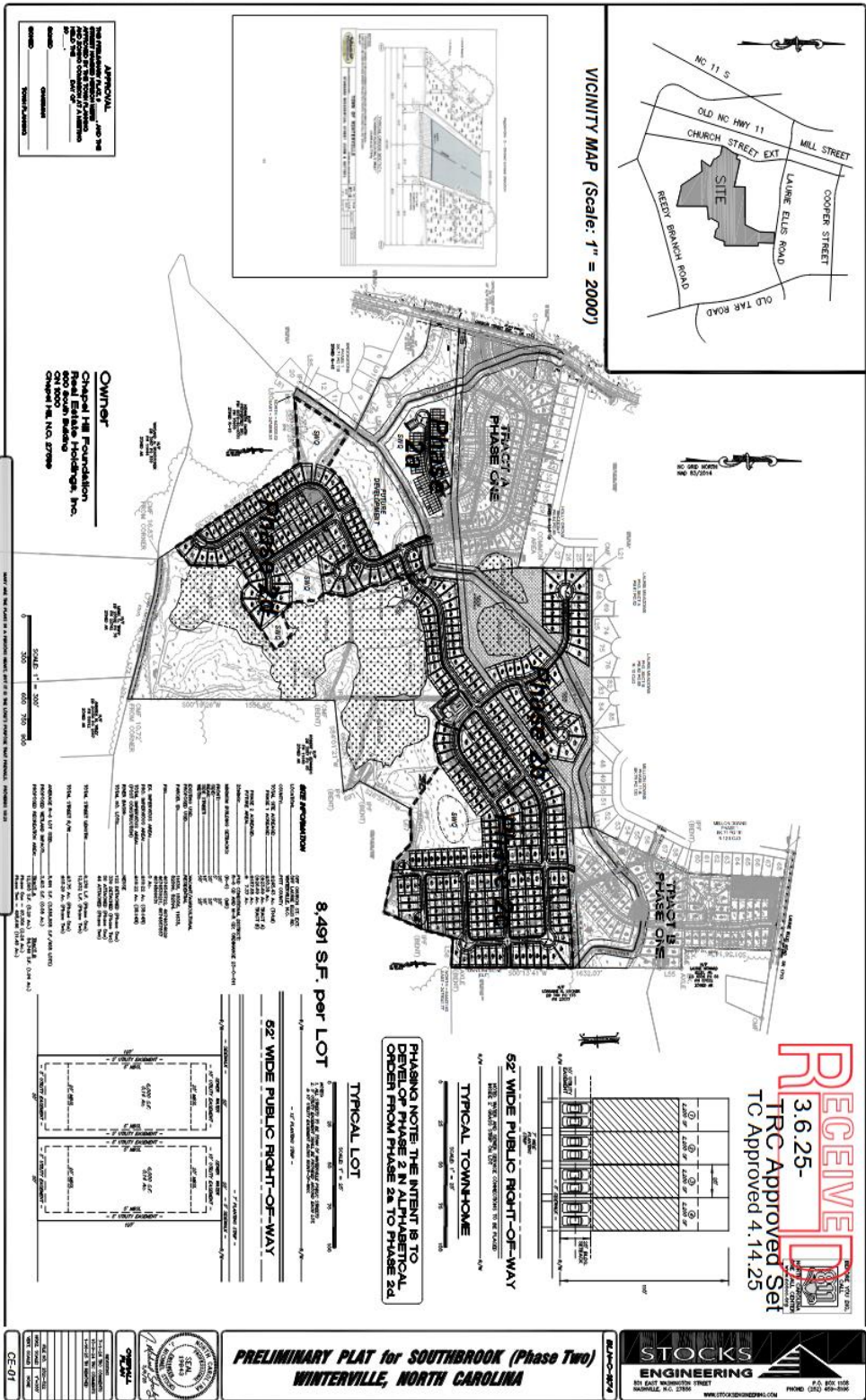
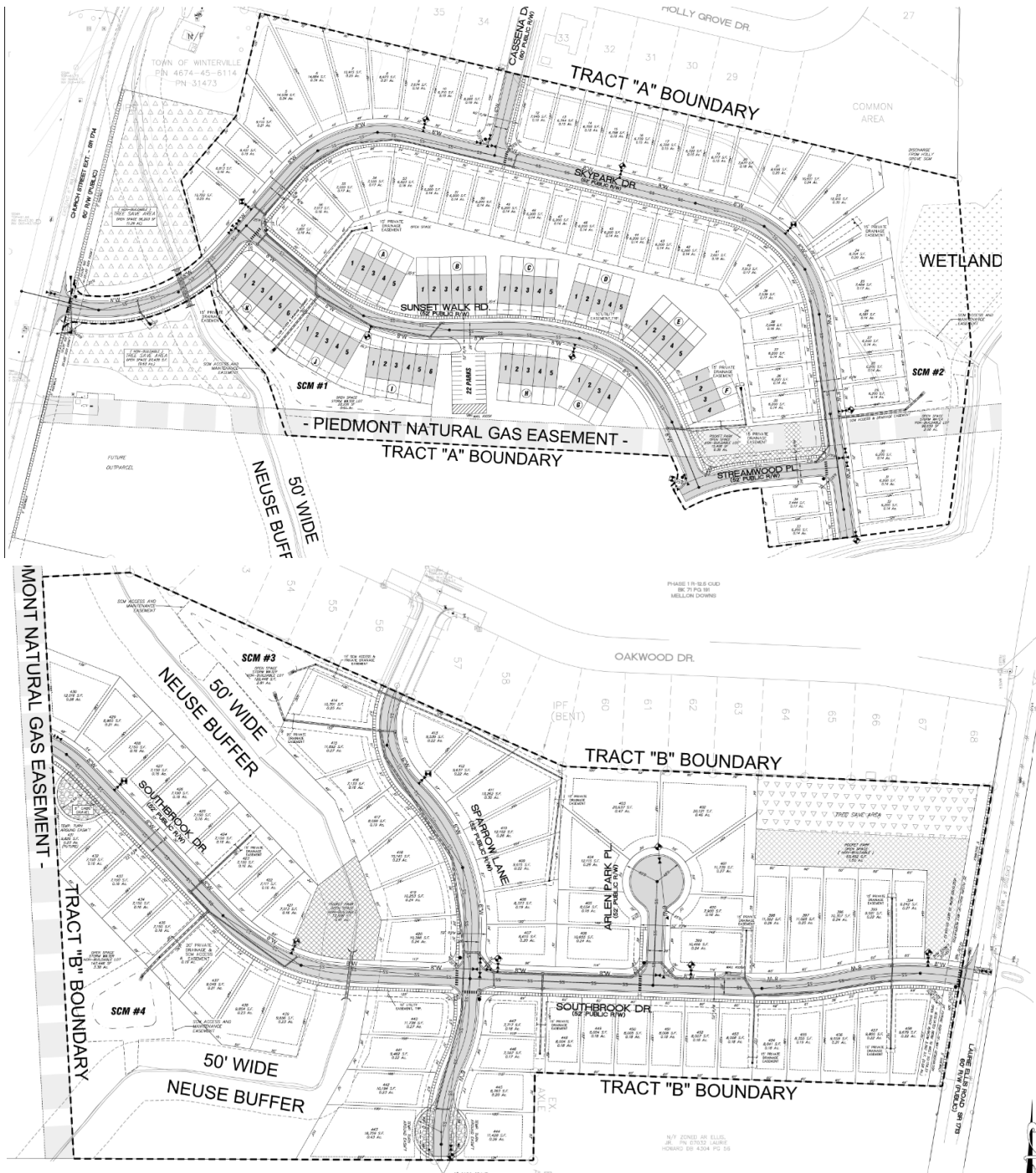


EXHIBIT C PLANS AND SPECIFICATION SOUTHBROOK PHASE 1



**EXHIBIT C
PLANS AND SPECIFICATION
SOUTHBROOK PHASE 2**

NOTE: AS OF THE EFFECTIVE DATE, PHASE 2 WATER LINE PLANS HAVE NOT YET BEEN SUBMITTED TO OR APPROVED BY THE TOWN OF WINTERVILLE.

THE PHASE 2 PLANS WILL BECOME APPLICABLE AND WILL BE INCLUDED AS PART OF THIS EXHIBIT C ONCE THEY HAVE RECEIVED TOWN APPROVALS.

EXHIBIT D
COST ESTIMATES

SOUTHBROOK 8" TO 10" UPSIZE COST

TRACT A										
Item	Qty	UM	Material	Mark up 10%	Equip/Labor	Unit Price	Extendend Price			
8" C900	2070	lf	20.09	22.1	17.05	\$39.15	\$81,040.50			
8" DIP	60	lf	36.8	40.48	21.87	\$62.35	\$3,741.00			
8" Gate Valve	8	ea	1829.38	2012.32	687.68	\$2,700.00	\$21,600.00			
8" Tee	2	ea	391.93	431.12	423.88	\$855.00	\$1,710.00			
8"x6" Tee	6	ea	328.45	361.29	423.88	\$785.17	\$4,711.02			
8"x6" Reducer	2	ea	184.97	203.47	410.53	\$614.00	\$1,228.00			
							\$114,030.52			
10" C900	2070	lf	31.25	34.37	21.58	\$55.95	\$115,816.50			
10" DIP	60	lf	52.33	57.56	27.64	\$85.20	\$5,112.00			
10" Gate Valve	8	ea	3030.95	3334.05	855.95	\$4,190.00	\$33,520.00			
10"x8" Tee	2	ea	575.99	633.59	531.41	\$1,165.00	\$2,330.00			
10"x6" Tee	6	ea	502.78	553.06	526.94	\$1,080.00	\$6,480.00			
10"x6" Reducer	2	ea	361.82	398	607	\$1,005.00	\$2,010.00			
							\$165,268.50			
							INCREASE	\$51,237.98		
Tract B										
Item	Qty	UM	Material	Mark up 10%	Equip/Labor	Unit Price	Extendend Price			
8" C900	1824	lf	20.09	22.1	17.05	\$39.15	\$71,409.60			
8" DIP	80	lf	36.8	40.48	21.87	\$62.35	\$4,988.00			
8" Gate Valve	3	ea	1829.4	2012.32	687.68	\$2,700.00	\$8,100.00			
8"x6" Tee	6	ea	328.45	361.29	423.88	\$785.17	\$4,711.02			
8"x6" Reducer	3	ea	184.97	203.47	410.53	\$614.00	\$1,842.00			
8" Temp Blow	1	ea	1829.38	2012.32	2787.68	\$4,800.00	\$4,800.00			
							\$95,850.62			
10" C900	1824	lf	31.25	34.37	21.58	\$55.95	\$102,052.80			
10" DIP	80	lf	52.33	57.56	27.64	\$85.20	\$6,816.00			
10" Gate Valve	3	ea	3030.95	3334.05	855.95	\$4,190.00	\$12,570.00			
10"x6" Tee	6	ea	502.78	553.06	526.94	\$1,080.00	\$6,480.00			
10"x6" Reducer	3	ea	361.82	398	607	\$1,005.00	\$3,015.00			
10" Temp Blow	1	ea	2719.78	2991.76	2808.24	\$5,800.00	\$5,800.00			
							\$136,733.80			
							INCREASE	\$40,883.18		
Phase 2										
Item	Qty	UM	Material	Mark up 10%	Equip/Labor	Unit Price	Extendend Price			
8" C900	3128	lf	20.09	22.1	17.05	\$39.15	\$122,461.20			
8" DIP	280	lf	36.8	40.48	21.87	\$62.35	\$17,458.00			
8" Gate Valve	7	ea	1829.4	2012.32	687.68	\$2,700.00	\$18,900.00			
8" Cross Tee	3	ea		955		\$955.00	\$2,865.00			
8" X6" Tee	7	ea	328.45	361.29	423.88	\$785.17	\$5,496.19			
							\$167,180.39			
10" C900	3128	lf	31.25	34.37	21.58	\$55.95	\$175,011.60			
10" DIP	280	lf	52.33	57.56	27.64	\$85.20	\$23,856.00			
10" Gate Valve	7	ea	3030.95	3334.05	855.95	\$4,190.00	\$29,330.00			
10" Cross Tee	3	ea		1200		\$1,200.00	\$3,600.00			
10"x6" Tee	7	ea	502.78	553.06	526.94	\$1,080.00	\$7,560.00			
							\$239,357.60			
							INCREASE	\$72,177.21		

TOTAL COST FOR 8"-10" UPPGRADE FOR TRACTS A, B, and PHASE 2

\$164,298.37



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: May 11, 2026

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Downtown Parking Project.

Action Requested: Accept Bid from S.T. Wooten.

Attachment: Bid Tabulation.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 5/8/2026

ABSTRACT ROUTING:

TC: 5/8/2026

TM: 5/8/2026

Final: tlp - 5/8/2026

Supporting Documentation

The Town is looking to expand parking in the Downtown area. The Town Council previously approved this project.

The project includes making Church Street two ways, and converting Depot Street to one way, with parking and sidewalks on the north side of Depot Street. It also includes parking at the Town Square on the west side of Church Street.

We will be looking to add an additional twenty-five parking spaces.

We received bids on May 7th through a formal process. Having sealed bids open and read aloud. We received proposals from four bidders. They were Lanier Construction Co, Inc, Tripp Bro's, Inc, S.T. Wooten Corporation, and Bridgeview Contractors, Inc.

S.T. Wooten Corporation was the lowest bidder with a bid of \$388,893.

This project was funded in the 2025-2026 budget and funds are available. Bids did come in under budget.

This does not include the installation of the new digital sign or new decorative poles for lighting.

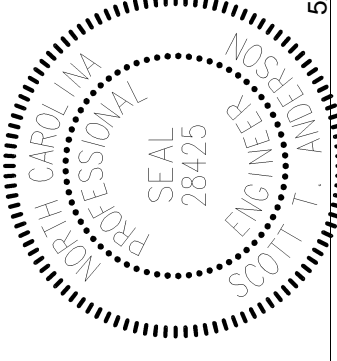
The goal is to complete the project by August 14th. This is prior to school starting back and the Winterville Watermelon Festival.

Budgetary Impact: The site work will cost \$388,893.

Recommendation: Staff recommends Council award the bid to S.T. Wooten Corporation.

**ARK CONSULTING GROUP, PLLC
BID TABULATION SHEET**

OWNER: Town of Winterville
 PROJECT: Depot and Church St. Parking Improvements
 LOCATION: Town of Winterville, NC - Town Hall
 BIDS OPENED: Thursday, May 7, 2026 @ 2:00 P.M.



CERTIFICATION


5/7/2026

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

CONTRACTOR ADDRESS	Tripp Bro's Inc. PO Box 128 Ayden, NC 28513 52247 5% Yes Yes	Bridgeview Contractors, Inc. PO Box 8112 Rocky Mount, NC 27804 59750 5% Yes Yes	Lanier Construction Co., Inc. 1505 Browntown Road Snow Hill, NC 28580 18152 5% Yes Yes						
S.T. Wooten Corporation 3801 Black Creek Rd. Wilson, NC 27893 2835 5% Yes Yes									
License No.									
Bid Bond									
Minority Business Participation Docs Received									
Addendum No. 1									
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST

BASE BID

No.	Est. Qty.	Description	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	1	LS Mobilization and Bonding (3% +\ -)	\$ 11,000.00	\$ 11,000.00	\$ 12,438.44	\$ 12,438.44	\$ 12,000.00	\$ 12,000.00
2	1	LS Miscellaneous Demolition (Sign, Vegetation, Etc.)	\$ 55,800.00	\$ 55,800.00	\$ 3,640.00	\$ 3,640.00	\$ 21,000.00	\$ 21,000.00
3	55	LF Remove Storm Drain	\$ 35.00	\$ 1,925.00	\$ 3,300.00	\$ 3,300.00	\$ 50.00	\$ 2,750.00
4	1	EA Convert Exist. Drop Inlet into Junction Box	\$ 1,400.00	\$ 1,400.00	\$ 3,285.00	\$ 3,285.00	\$ 3,500.00	\$ 3,500.00
5	330	SY Remove Exist. Concrete Pavement	\$ 43.60	\$ 14,388.00	\$ 9,900.00	\$ 9,900.00	\$ 20.00	\$ 6,600.00
6	420	SY Wide Edge Mill (2" Depth)	\$ 64.15	\$ 26,943.00	\$ 10,038.00	\$ 10,038.00	\$ 22.00	\$ 9,240.00
7	510	LF Remove Existing Curb & Gutter	\$ 11.00	\$ 5,610.00	\$ 9,690.00	\$ 9,690.00	\$ 14.00	\$ 7,140.00
8	170	LF Remove Existing Valley Gutter	\$ 15.00	\$ 2,550.00	\$ 8,160.00	\$ 8,160.00	\$ 14.00	\$ 2,380.00
9	1	EA Tie into Exist. Drop Inlet	\$ 1,100.00	\$ 1,100.00	\$ 2,630.00	\$ 2,630.00	\$ 2,900.00	\$ 2,900.00
10	1	EA Junction Box	\$ 4,000.00	\$ 4,000.00	\$ 6,717.00	\$ 6,717.00	\$ 4,000.00	\$ 4,000.00
11	8	LF 12" RCP	\$ 110.00	\$ 880.00	\$ 1,344.00	\$ 1,344.00	\$ 210.00	\$ 1,680.00
12	56	LF 18" RCP	\$ 100.00	\$ 5,600.00	\$ 5,936.00	\$ 5,936.00	\$ 130.00	\$ 7,280.00
13	1	EA Catch Basin	\$ 4,200.00	\$ 4,200.00	\$ 4,962.00	\$ 4,962.00	\$ 4,200.00	\$ 4,200.00
14	100	CY Undercut Excavation w/ Offsite Disposal	\$ 30.00	\$ 3,000.00	\$ 2,250.00	\$ 2,250.00	\$ 30.00	\$ 3,000.00
15	100	CY Offsite Select Borrow Excavation	\$ 30.00	\$ 3,000.00	\$ 3,200.00	\$ 3,200.00	\$ 30.00	\$ 3,000.00
16	460	SY 8" CABC	\$ 31.75	\$ 14,605.00	\$ 27,784.00	\$ 27,784.00	\$ 35.00	\$ 16,100.00
17	800	LF Concrete Curb and Gutter	\$ 35.00	\$ 28,000.00	\$ 43,392.00	\$ 43,392.00	\$ 47.00	\$ 37,600.00
18	215	LF 36" Valley Gutter	\$ 55.60	\$ 11,954.00	\$ 12,040.00	\$ 12,040.00	\$ 65.00	\$ 13,975.00
19	138	LF 48" Valley Gutter	\$ 60.00	\$ 8,280.00	\$ 9,246.00	\$ 9,246.00	\$ 75.00	\$ 10,350.00
20	3,250	SY 2" Asphalt Surface Course (Type S-9.5C)	\$ 17.70	\$ 57,525.00	\$ 78,000.00	\$ 78,000.00	\$ 34.00	\$ 110,500.00

CONTRACTOR ADDRESS		S.T. Wooten Corporation 3801 Black Creek Rd. Wilson, NC 27893 2835 5% Yes Yes		Tripp Bro's Inc. PO Box 128 Ayden, NC 28513 52247 5% Yes Yes		Bridgeview Contractors, Inc. PO Box 8112 Rocky Mount, NC 27804 59750 5% Yes Yes		Lanier Construction Co., Inc. 1505 Browntown Road Snow Hill, NC 28580 18152 5% Yes Yes	
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
21	3,185	SF	Concrete Sidewalk	\$ 6.80	\$ 21,658.00	\$ 8.50	\$ 27,072.50	\$ 8.00	\$ 25,480.00
22	8	EA	ADA Ramps	\$ 2,815.00	\$ 22,520.00	\$ 3,300.00	\$ 26,400.00 *	\$ 4,500.00	\$ 36,000.00
23	1	LS	Concrete Steps w/ Handrails	\$ 23,050.00	\$ 23,050.00	\$ 9,280.00	\$ 9,280.00	\$ 13,000.00	\$ 13,000.00
24	1	LS	Pavement Marking & Signage	\$ 13,200.00	\$ 13,200.00	\$ 11,870.00	\$ 11,870.00	\$ 30,000.00	\$ 30,000.00
25	65	LF	4" PVC Conduit	\$ 37.00	\$ 2,405.00	\$ 19.00	\$ 1,235.00	\$ 25.00	\$ 1,625.00
26	1	LS	Dumpster Pad w/ Enclosure	\$ 36,500.00	\$ 36,500.00	\$ 71,980.00	\$ 71,980.00	\$ 44,000.00	\$ 44,000.00
27	1	LS	Generator Pad	\$ 2,800.00	\$ 2,800.00	\$ 3,585.00	\$ 3,585.00	\$ 10,000.00	\$ 10,000.00
28	1	LS	Testing Allowance	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID IMPROVEMENTS					\$ 388,893.00		\$ 414,374.94 *		\$ 426,863.00
									\$ 439,846.00

NOTE: * indicates a correction made to the original bid submitted.