



**WINTERVILLE TOWN COUNCIL AGENDA (AMENDED)**  
**MONDAY, OCTOBER 14, 2024 - 6:00 PM**  
**WINTERVILLE TOWN HALL ASSEMBLY ROOM**

- I. **CALL TO ORDER.**
- II. **INVOCATION.**
- III. **PLEDGE OF ALLEGIANCE.**
- IV. **WELCOME.**
- V. **ROLL CALL.**
- VI. **APPROVAL OF AGENDA.**
- VII. **PROCLAMATIONS:**
  1. Breast Cancer Awareness Month.
  2. Fire Prevention Week.
- VIII. **PUBLIC COMMENT:** *The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.*
  1. Tucker Moore – Establishing a net metering policy for solar energy.
- IX. **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. Southbrook Annexation: Schedule Public Hearing for November 4, 2024.
  2. Villa Grande Phase 3 Annexation: Schedule Public Hearing for November 4, 2024.
- X. **OLD BUSINESS:**
  - ~~1. Sutton Capital Group, LLC/Farmstead Subdivision: Utilities Service Issue.~~
- XI. **NEW BUSINESS:**
  1. Stormwater Advisory Board: Appoint Members.
  2. Recreation Advisory Board: Appoint to Vacant Position.
  3. Purchase Yanmar Mini Excavator for Electric Department.
  4. Approval of Contract with Pitt County Schools for School Resource Officers.
  5. Winterville Human Relations Board desire to develop a “Season of Giving” effort for those experiencing financial barriers.

**XII. OTHER AGENDA ITEMS:**

1. Request for Recycling Review-3 months after change. (Councilwoman Hawkins).
2. Winterville Business Town Hall-In Person Business Advertisement/Display to Town Council/Residents. (Councilwoman Hawkins).
3. Youth Council-Need for Reactivation. (Councilwoman Hawkins).
4. Our Law Enforcement Community Connections-Mental Health Awareness Day. (Councilwoman Hawkins).

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

1. Schedule a workshop for UNC Environmental Finance Center regarding Water and Sewer financial condition and rate analysis.
2. Schedule a workshop on Helping Get Access to Energy Funding.

**XIV. QUARTERLY REPORTS FROM DEPARTMENT HEADS.**

**XV. ANNOUNCEMENTS:**

- Board of Adjustment Meeting: Tuesday, October 15, 2024 @ 7:00 pm - Town Hall Assembly Room.
- 2024 General Election One Stop Early Voting: Thursday, October 17, 2024 – Saturday, November 2, 2024 – Community Room.
- Coffee with a Cop: Friday, October 18, 2024; 9:00 am - 10:30 am – Cooper's Cup, 2588 Railroad Street.
- Movie in the Park: Teenage Mutant Ninja Turtles - Mutant Mayhem (pg): Friday, October 18, 2024; 7:00 – 8:30 pm - Winterville Recreation Park Amphitheater.
- Planning and Zoning Board Meeting: Monday, October 21, 2024 @ 7:00 pm - Town Hall Assembly Room.
- Recreation Advisory Board: Tuesday, October 22, 2024 @ 6:30 pm – Operation Center.
- November Agenda Information and Abstracts Due: Wednesday, October 23, 2024.
- Human Relations Board Meeting: Thursday, October 24, 2024 @ 7:00 – Executive Conference Room.
- Friday Night Concert: Dakota Blue: Friday, October 25, 2024; 7:00 – 8:30 pm - Winterville Recreation Park Amphitheater.
- Fright Fest-Sponsored by Chamber of Commerce: Sunday, October 27, 2024; 3:00 pm – 6:00 pm – Downtown Winterville.
- Agenda Review Meeting: Thursday, October 31, 2024 @4:00 pm – Town Hall Executive Conference Room.
- Daylight Saving Time Ends: Sunday, November 3, 2024@ 2:00 am. (Fall Back).
- Regular Town Council Meeting: Monday, November 4, 2024 @ 6:00 pm - Town Hall Assembly Room.
- 2024 General Election: Tuesday, November 5, 2024 – Community Room and Operation Center Training Room.
- Veteran's Day Holiday - Town Offices Closed: Monday, November 11, 2024.

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

**XVII. CLOSED SESSION: NCGS § 143-318.11. (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.**

**XVIII. ADJOURN.**

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



**PROCLAMATION**  
**BREAST CANCER AWARENESS MONTH**  
**OCTOBER 2024**

**WHEREAS**, October is National Breast Cancer Awareness Month, which is an annual campaign to increase awareness of this disease and while we have seen an increase in mammography rates and a decline in deaths, there is more that can be done; and

**WHEREAS**, the American Cancer Society continues to advise women to get an annual mammogram screening once they reach the age of 40; and

**WHEREAS**, throughout the month of October, all women are encouraged to make a renewed commitment to following recommended screening guidelines and to make a mammogram appointment; and

**WHEREAS**, the Town of Winterville stands in solidarity with the mothers, sisters, wives, daughters, friends, neighbors, and others who are battling this disease; and

**WHEREAS**, Pink ribbons have become an internationally recognized symbol of Courage, Support, and the Symbol of Hope for a breast cancer cure; and

**WHEREAS**, the Town of Winterville recognizes the importance of working together and supporting Breast Cancer Awareness Month; and

**NOW, THEREFORE**, I, Richard E. Hines, Mayor of the Town of Winterville hereby proclaim October 2024 as Breast Cancer Awareness Month.

**IN WITNESS WHEREOF**, I do set my hand, and cause the seal of Winterville to be affixed this 14<sup>th</sup> day of October 2024.

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

**Attest:**

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



## PROCLAMATION FIRE PREVENTION 2024

**WHEREAS**, the Town of Winterville is committed to ensuring the safety and security of all those living in and visiting our Town; and

**WHEREAS**, fire is a serious public safety concern both locally, state-wide, and nationally, and homes are the locations where people are at greatest risk from fire; and

**WHEREAS**, home fires killed more than 2,700 people in the United States in 2022, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to over 360,000 home fires; and

**WHEREAS**, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms, working smoke alarms cut the risk of dying in reported home fires almost in half, and smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

**WHEREAS**, Winterville residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home, make sure their smoke alarms meet the needs of all their family members, including those with sensory or physical disabilities, and test smoke alarms at least once a month.

**WHEREAS**, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

**WHEREAS**, Winterville's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**WHEREAS**, the 2024 Fire Prevention theme, "Smoke alarms: Make them work for you".

**NOW, THEREFORE**, I Richard E. Hines, Mayor of the Town of Winterville do hereby proclaim October 2024, as Fire Prevention Month throughout the Town, and urge all the citizens of Winterville to support the many public safety activities and efforts of the Winterville Fire-Rescue-EMS Department.

**IN WITNESS WHEREOF**, I do set my hand, and cause the seal of Winterville to be affixed this 14th day of October 2024.

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Richard E. Hines, Mayor

**Attest:**

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Donald Harvey, Town Clerk





TOWN OF WINTERVILLE  
PUBLIC COMMENT APPLICATION

Name of Applicant: Tucker Moore

Date: 10-2-24

Address: 4695 Old Tar Road

Phone: 252  
341

Town Council Meeting Date Requesting to Provide Comment:

8223

10-14-24

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

Would like to ask the Town Board about it's efforts toward establishing a NET Metering policy for intown solar for residents and businesses.

Name(s) of Speaker(s):

(1) Tucker Moore

(2) \_\_\_\_\_

(3) \_\_\_\_\_

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

Signature Tucker Moore



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** October 14, 2024

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

**Item to be Considered**

**Subject:** Southbrook Annexation.

**Action Requested:** Schedule Public Hearing for November 4, 2024 Town Council Meeting.

**Attachment:** Annexation Application, Annexation Map, Legal Description, Resolution Directing Town Clerk to Investigate Petition's Sufficiency, Certificate of Sufficiency.

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

**Date:** 10/2/2024

**ABSTRACT ROUTING:**

TC: 10/7/2024

TM: 10/7/2024

Final: tjp - 10/7/2024

**Supporting Documentation**

**Applicant:** Chapel Hill Foundation Real Estate Holdings, Inc.

**Location:** Between Laurie Ellis Road and Church Street Extension.

**Parcel Numbers:** 82582, 19880, 80704, 83029.

**Site Data:** 246.177 Acres.

**Zoning District:** R-6 & M-R Conditional District Planned Unit Development.

**Staff Analysis:**

Southbrook is a 246 acre Planned Unit Development that will feature up to 612 residential units.

**Anticipated Annexation Schedule:**

9/9/24: Direct Town Clerk to Investigate Sufficiency.

10/14/24: Schedule Public Hearing.

11/4/2024: Hold Public Hearing.

**Budgetary Impact:** TBD.

**Recommendation:** Schedule Public Hearing for November 4, 2024 Town Council Meeting.

**PETITION REQUESTING ANNEXATION**

Southbrook Subdivision

Date: June 25, 2024

To the Mayor and the 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 into 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

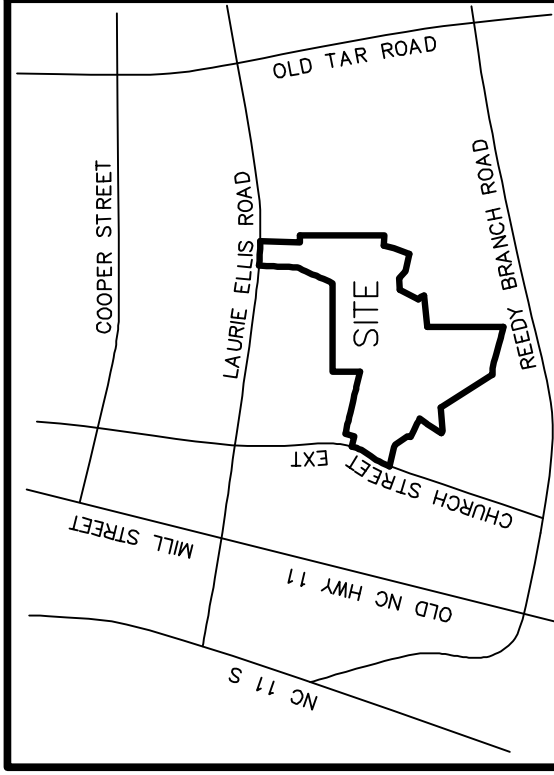
See attached Annexation Map and Legal Description

Name: Chapel Hill Foundation Real Estate Holdings, Inc.

Address: 300 South Building CN 1000

Chapel Hill, NC 27599

Signature:  Date: 6/25/24



VICINITY MAP (NOT TO SCALE)

LINE	BEARING	DISTANCE
L1	N13°49'16"E	839.61'
L2	S76°40'42"E	221.56'
L3	N13°21'42"E	199.94'
L4	N76°31'58"W	31.43'
L5	S76°41'35"E	48.55'
L6	S76°43'28"E	79.97'
L7	S76°41'04"E	80.06'
L8	S76°43'38"E	80.00'
L9	S76°38'17"E	79.88'
L10	S76°42'13"E	95.07'
L11	S76°53'54"E	233.88'
L12	S76°11'58"E	80.03'
L13	S76°18'57"E	79.91'
L14	S76°44'16"E	81.00'
L15	S76°02'02"E	48.73'
L16	S77°35'50"E	31.28'
L17	S76°36'08"E	338.06'
L18	N00°31'39"E	182.63'
L19	N00°29'08"E	330.30'
L20	N00°38'02"E	65.26'
L21	N00°53'47"E	96.28'
L22	N89°59'29"E	114.37'
L23	N89°58'14"E	203.88'
L24	N89°58'34"E	28.92'
L25	N89°56'11"E	114.38'
L26	S89°59'31"E	173.14'
L27	S89°54'48"E	87.40'
L28	N89°58'10"E	172.53'
L29	S89°56'54"E	590.76'

L30	N89°50'17"E	80.27'
L31	S89°50'37"E	79.81'
L32	S89°57'59"E	137.59'
L33	N89°56'43"E	94.24'
L34	N24°10'01"E	80.18'
L35	N23°59'09"E	140.25'
L36	N24°08'47"E	80.05'
L37	N24°05'04"E	79.83'
L38	N23°59'17"E	95.32'
L39	N24°13'03"E	59.81'
L40	N24°15'41"E	95.06'
L41	N24°08'17"E	80.01'
L42	N24°06'04"E	68.97'
L43	N25°06'13"E	44.47'
L44	N02°31'42"E	102.94'
L45	N02°35'22"E	79.97'
L46	N02°40'37"E	80.02'
L47	N02°38'11"E	79.90'
L48	N02°38'58"E	80.02'
L49	N02°37'12"E	80.03'
L50	N02°36'39"E	65.77'
L51	N02°37'37"E	80.53'
L52	N02°34'45"E	100.31'
L53	S80°29'08"E	530.03'
L54	S88°58'00"E	152.87'
L55	S00°09'02"W	171.26'
L56	N86°17'28"W	215.90'
L57	S13°39'00"W	214.53'
L58	N13°48'09"E	12.61'
L59	N06°27'29"E	124.54'
L60	N02°11'51"W	136.52'
L61	N15°14'05"W	353.32'
L62	N30°12'07"W	140.36'
L63	N43°02'11"W	196.74'
L64	S21°51'13"W	355.50'
L65	N78°17'01"W	371.81'
L66	N45°24'01"W	198.70'
L67	S88°23'03"W	244.59'
L68	S42°39'50"E	75.00'
L69	S19°34'18"E	74.12'
L70	S00°28'33"W	65.15'
L71	N74°31'09"W	65.83'
L72	N73°35'21"W	101.37'
L73	N74°41'15"W	63.53'
L74	N73°41'32"W	147.25'
L75	N77°17'38"W	212.23'
L76	N72°38'39"W	99.96'
L77	N73°01'28"W	81.53'
L78	N79°42'20"W	141.75'
L79	N86°31'20"W	131.43'
L80	N61°11'51"W	51.66'
L81	S33°16'06"W	180.86'
L82	N33°16'57"E	101.95'
L83	N33°16'57"E	176.49'
L84	N35°14'59"E	173.09'
L85	N33°16'57"E	74.40'
L86	N62°59'38"W	20.21'
L87	N62°59'38"W	97.24'
L88	N63°12'47"W	176.47'
L89	N83°11'09"W	108.02'
L90	N63°18'50"W	31.73'
L91	N62°56'39"W	83.55'
L92	N06°25'46"E	72.99'
L93	N34°39'10"W	299.54'
L94	N58°37'40"W	71.17'
L95	N77°23'18"W	192.29'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	970.00'	34.22'	34.22'	N14°49'55"E

REFERENCES:

- DB 3448 PG 378
- DB 4304 PG 056
- DB 356 PG 173
- DB 3587 PG 060
- DB DC108 PG 2567
- DB 2089 PG 078
- DB 3967 PG 839
- DB DC108 PG 1
- PB 46 PG 50
- PB 64 PG 185
- PB 65 PG 66
- PB 68 PG 158
- PB 71 PG 116
- PB 77 PG 91
- PB 77 PG 130
- PB 88 PG 52
- PB 82 PG 52
- PB 84 PG 89

NOTES:

- 1) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES
- 2) AREAS COMPUTED BY COORDINATE METHOD.
- 3) PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- 4) NO. 5 REBAR IRON STAKES WITH CAPS SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED
- 5) GRID TIE BY GPS
- 6) ZONING: AR
- 7) PARENT TRACT DEED DB 3448 PG 378
- 8) PARCEL NO. 11636, 11638, 15006, 82096

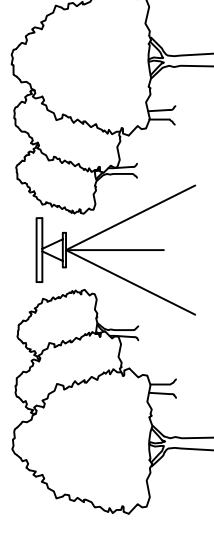
OWNER: CHAPEL HILL FOUNDATION  
REAL ESTATE HOLDINGS, INC.  
300 SOUTH BUILDING CN1000  
CHAPEL HILL, N.C. 27599

ANNEXATION PLAT  
FOR

# CHAPEL HILL FOUNDATION REAL ESTATE HOLDINGS INC.

WINTERVILLE TOWNSHIP, PITT COUNTY  
NORTH CAROLINA  
JUNE 24, 2024  
SHEET 1 OF 2

TRUE LINE SURVEYING, P.C.



205 WEST MAIN STREET  
CLAYTON, N.C. 27520  
TELEPHONE: (919) 359-0427  
FAX: (919) 359-0428  
www.truelinesurveying.com

SURVEYED BY:	TLS
DRAWN BY:	MIKE
CHECKED BY:	CURK
DRAWING NAME:	ANNEXATION.DWG
SURVEY DATE:	5-15-23
JOB NO.	2484.036

LEGEND

- IPF IRON PIPE FOUND
- CMF CONCRETE MONUMENT FOUND
- PKNF PARKER-KALON NAIL FOUND
- RIS RAILROAD SPIKE FOUND
- CSS COTTON SPIKE FOUND
- CP COMPUTED POINT
- P/P POWER POLE
- P/W OVERHEAD WIRE
- S.F. SQUARE FEET
- AC ACRE
- BB BOOK
- PLAT BOOK
- BOM BOOK OF MAPS
- PG PAGE
- FEET FEET
- 155 LOT HAS OFFSITE SEWER
- 158 OFFSITE SEWER LOT
- 15R RECOMBINATION LOT
- STREET ADDRESS
- LINES NOT SURVEYED

I, CURK T. LANE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION, FOR THE PURPOSE OF HORIZONTAL CONTROL IN ORDER TO TIE THIS SURVEY TO NC GRID; AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

CLASS AA  
0.026 FEET, ELLIPTICAL ERROR AXIS  
VRS SESSION 2 CONTROL POINTS  
5-15-23  
NAD 83(2011)/EPOCH 2010.000  
NC GNSS CORRS AND RTK  
NAVD 88 USING GEOID 18  
0.99988779(AVG)  
US FEET

REPORTING UNITS:

STATE OF NORTH CAROLINA, \_\_\_\_\_ PITT \_\_\_\_\_ COUNTY

I, CURK T. LANE, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, ETC.); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000±; THAT THE GLOBAL POSITIONING ACCURACY (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE 1 CM ACCURACY CLASSIFICATION (95% CONFIDENCE) USING RTK NETWORK; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2024

\_\_\_\_\_  
SURVEYOR

L. \_\_\_\_\_ 3990  
LICENSE NUMBER



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 Ellis 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).



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

**SOUTHBROOK ANNEXATION  
PARCEL NUMBERS: 82582, 19880, 80704, 83029**

**WHEREAS**, petitions requesting annexation of an area described in said petitions were received June 25, 2024 by the Town Council; and

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


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

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

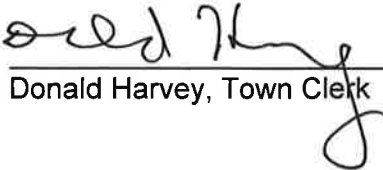
The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the result of the investigation.

Adopted this the 9<sup>th</sup> day of September 2024.



  
Richard E. Hines, Mayor

ATTEST:

  
Donald Harvey, Town Clerk

**CERTIFICATE OF SUFFICIENCY**

**SOUTHBROOK ANNEXATION  
PARCEL NUMBERS: 82582, 19880, 80704, 83029**

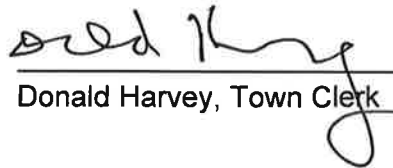
To the Town Council of the Town of Winterville, North Carolina:

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville this the 10<sup>th</sup> day of September 2024.

ATTEST:



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



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** October 14, 2024

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

**Item to be Considered**

**Subject:** Villa Grande Phase 3 Annexation.

**Action Requested:** Schedule Public Hearing for November 4, 2024 Town Council Meeting.

**Attachment:** Annexation Application, Annexation Map, Legal Description, Resolution Directing Town Clerk to Investigate Petition's Sufficiency, Certificate of Sufficiency.

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

**Date:** 10/2/2024

**ABSTRACT ROUTING:**

TC: 10/7/2024

TM: 10/7/2024

Final: tjp - 10/7/2024

**Supporting Documentation**

**Applicant:** Nolan Commercial Contractors, INC. Nolan W. Sydes.

**Location:** On Red Forbes Road, north of Villa Grande's existing homes.

**Parcel Numbers:** 82582, 19880, 80704, 83029.

**Site Data:** 22.733 Acres of Villa Grande and an additional 0.67 acres of Red Forbes Road in which the opposite side of the street is also annexed.

**Zoning District:** R-10.

**Staff Analysis:**

Villa Grande Phase 3 is currently under construction and will add 40 new residential lots. This annexation will include a small portion of Red Forbes Road in which the opposite side of the Street is within the Town of Winterville.

**Anticipated Annexation Schedule:**

9/9/24: Direct Town Clerk To Investigate Sufficiency.

10/14/24: Schedule Public Hearing.

11/4/2024: Hold Public Hearing.

**Budgetary Impact:** TBD.

**Recommendation:** Schedule Public Hearing for November 4, 2024 Town Council Meeting.

**PETITION REQUESTING ANNEXATION**

Date: November 14, 2023

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

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

- All owners of the property must sign.

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

Description

Being all of Pitt County Parcel Numbers 19880, 80704, and 82582. See attached legal description and map.

83029,

SV Pitt County, LLC

Nolan Commercial Contractors, Inc.

754 Ramsey Road, Suite F

Name By Nolan W. Sydes, President Address Jacksonville, NC 28546-9484

Signature *Nolan W. Sydes*

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_



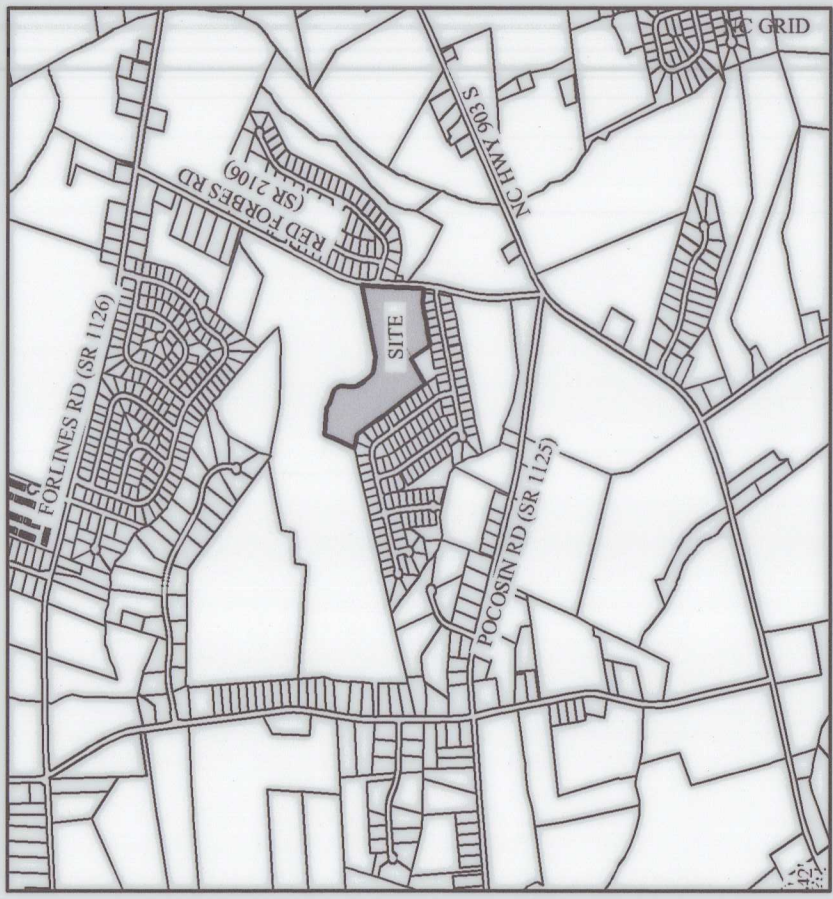
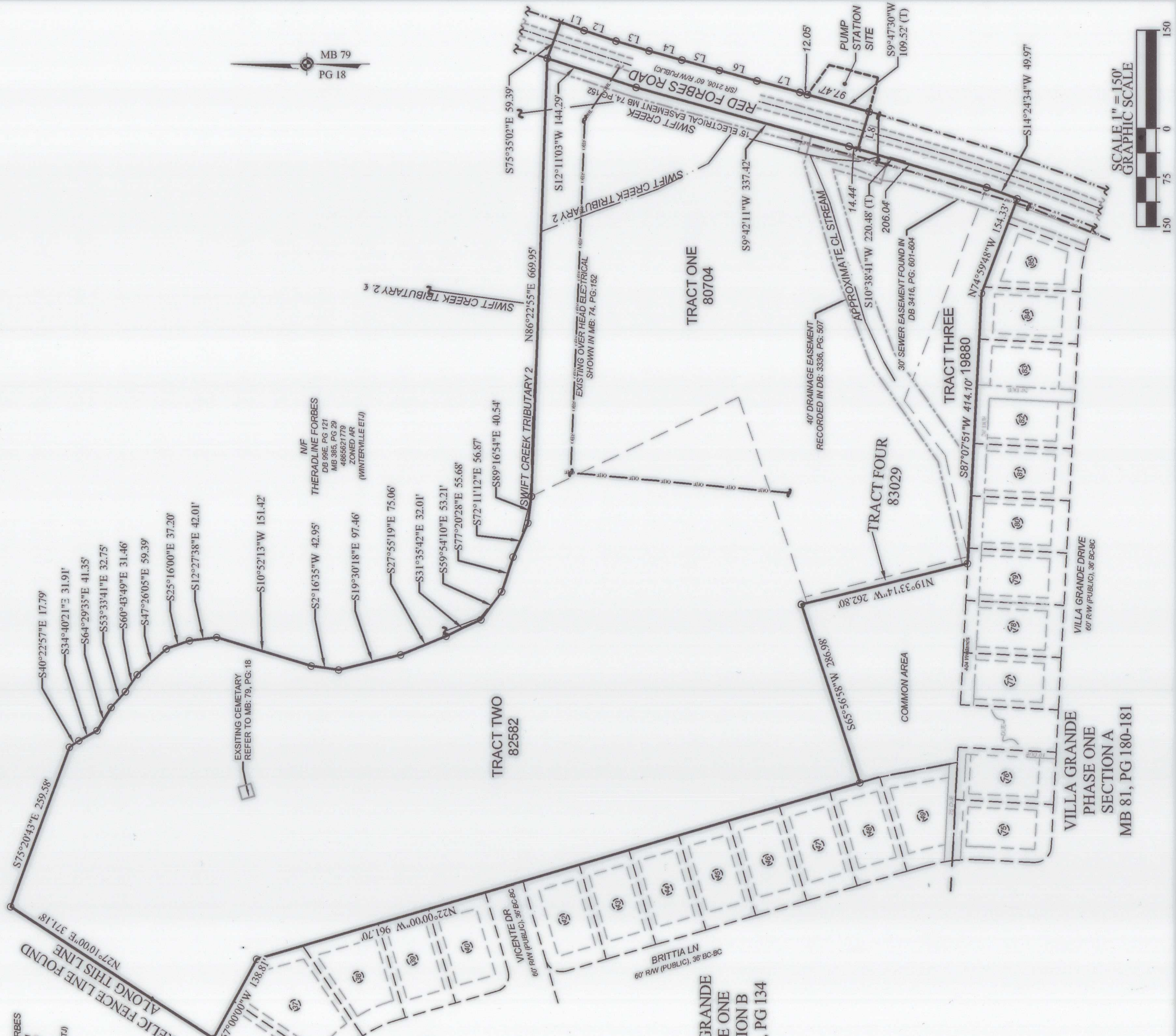
LOT #	ARCEL OWNER (NOW OR FORMERLY)	ADDRESS	DB	PG
36	ADAMS HOMES AEC LLC	2681 BRITTA LN	4106	350
37	ADAMS HOMES AEC LLC	2683 BRITTA LN	4106	350
38	ADAMS HOMES AEC LLC	2689 BRITTA LN	4106	350
39	ADAMS HOMES AEC LLC	2695 BRITTA LN	4106	350
40	ADAMS HOMES AEC LLC	2701 BRITTA LN	4106	350
42	CONSTABLE WILLIAM C III	2711 BRITTA LN	3978	863
43	AGE THOMAS	2719 BRITTA LN	4037	320
44	HAYNES YASHEKA T	2725 BRITTA LN	3981	485
45	JAMES ROSEA	2731 BRITTA LN	4075	846
46	NGUYEN HUONG V	2737 BRITTA LN	4121	332
47	PHAY THONG	2745 BRITTA LN	3925	442
48	DOYON GUY W	2751 BRITTA LN	4019	521
49	HARRISON LINDSEY P III	2755 BRITTA LN	3986	351
75	ALAKVA ALI A	570 VILLA GRANDE DR	3737	511
76	MOORE SEAN D	566 VILLA GRANDE DR	3668	34
77	SOUTHWELL KENNETH CHARLES	554 VILLA GRANDE DR	3658	592
78	FREEMAN JAMES ROBERT	548 VILLA GRANDE DR	3715	614
79	THELIE RICHARD B	542 VILLA GRANDE DR	3658	117
80	DANIELS TOBY CHAKARIAN	536 VILLA GRANDE DR	3740	547
81	MOTTER ADAM C	530 VILLA GRANDE DR	3787	213
82	SQOOR NISREEN A	524 VILLA GRANDE DR	3803	546
83	FOYNER TWANA	518 VILLA GRANDE DR	3782	511
84	COX NATALIE	512 VILLA GRANDE DR	3667	712
85	KASCHAK STEVEN J	504 VILLA GRANDE DR	3745	277
COMMON AREA	NSD-COMPANY INC	0 VILLA GRANDE DR	3564	507
COMMON AREA	NSD-COMPANY INC	0 VILLA GRANDE DR	3564	507

LINE #	BEARING	DISTANCE
L1	S14° 24' 58"W	38.10'
L2	S12° 08' 18"W	51.96'
L3	S10° 13' 14"W	55.61'
L4	S10° 06' 45"W	52.39'
L5	S9° 37' 13"W	59.84'
L6	S9° 35' 42"W	59.69'
L7	S9° 45' 04"W	67.19'
L8	N79° 21' 19"W	59.45'

VILLA GRANDE PHASE TWO  
MB 86, PG 157-158

VILLA GRANDE PHASE ONE SECTION B  
MB 84, PG 134

VILLA GRANDE PHASE ONE SECTION A  
MB 81, PG 180-181



VICINITY MAP

- GENERAL NOTES**
- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS. NO GRID FACTORS APPLIED. DEED & MAP REFERENCES: DEED BOOK 2020E, PAGE 73. DEED BOOK 3416, PAGE 601-604. DEED BOOK 3767, PAGE 824. DEED BOOK 3336, PAGE 514. DEED BOOK 3336, PAGE 507. MAP BOOK 3, PAGE 261. MAP BOOK 74, PAGE 152.
  - PARCEL ID: 2014.18.
  - TRACT ONE: 80704. TRACT TWO: 82582. TRACT THREE: 19880. TRACT FOUR: 83029.
  - ALL PROPOSED CORNERS ARE TO BE MARKED WITH IRON PIPES PORTIONS OF THIS PROJECT SCALES WITHIN ZONE "X" AND ZONE "AF" PER FLOOD INSURANCE RATE MAP PANEL NO. 3720466500K DATED JULY 07, 2014, AS ESTABLISHED BY FEMA.

ACCEPTED FOR THE TOWN OF WINTERVILLE  
MAYOR \_\_\_\_\_  
ORDINANCE NO: \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_

EXEMPT PURSUANT TO SEC. 154.05 OF THE TOWN OF WINTERVILLE SUBDIVISION ORDINANCE.  
DATE: \_\_\_\_\_  
SUBDIVISION ADMINISTRATOR: \_\_\_\_\_

**THOMAS ENGINEERING, PA est 1983**  
civil engineering • land surveying • project management

Physical Address: 1316-B Commerce Drive, New Bern, NC 28562  
Mailing Address: P.O. Box 1309, New Bern, NC 28563  
www.ThomasEngPA.com  
Office: 252.637.2727 Fax: 252.636.2448

REVISIONS

NO.	DESCRIPTION	BY	DATE

STATE OF NORTH CAROLINA  
PITT COUNTY

REVIEW OFFICER OF PITT COUNTY,  
CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION  
IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR  
RECORDING.  
DATE: \_\_\_\_\_ REVIEW OFFICER: \_\_\_\_\_

CERTIFICATION OF REGISTRATION BY REGISTER OF DEEDS  
PITT COUNTY NORTH CAROLINA

FILED FOR REGISTRATION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014 A.D.  
AT \_\_\_\_\_ (COUNTY AND CITY) RECORDED IN PLAT CABINET \_\_\_\_\_  
SLIDE(S) \_\_\_\_\_ AND BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
REGISTER OF DEEDS \_\_\_\_\_

TYPICAL ELEMENT SYMBOLOLOGY

WV	WATER VALVE
SMH	SEWER MANHOLE
SC	SEWER CLEAN-OUT
SV	SEWER VALVE
AD	AREA DRAIN
CB	CATCH BASIN
GV/GM	GAS VALVE/MARKER
P	UTILITY POLE
PE	UTILITY PEDESTAL
OHU	OVERHEAD UTILITIES
TBR	TO BE REMOVED
SQT	SQUARE FEET
AC	ACRES
LJ	LINE TABLE
CF	CURVE TABLE
LF	10' X 70' SIGHT TRIANGLE
--- (Dashed)	PROPERTY LINE
--- (Dotted)	ADJACENT BUILDING LINE
--- (Dash-dot)	CUL-DE-SAC
--- (Long Dash)	FIRE HYDRANT
--- (Short Dash)	WATER METER
--- (Dotted)	EXISTING IRON PIPE
--- (Dotted)	EXISTING IRON ROD
--- (Dotted)	SET/NEW IRON PIPE
--- (Dotted)	EXISTING MAG NAIL
--- (Dotted)	SET/NEW MAG NAIL
--- (Dotted)	EXISTING PK NAIL
--- (Dotted)	SET/NEW PK NAIL
--- (Dotted)	EXISTING CONCRETE MONUMENT
--- (Dotted)	SET/NEW CONCRETE MONUMENT
--- (Dotted)	CONTROL CORNER
--- (Dotted)	NON-MONUMENTED POINT
--- (Dotted)	TOTAL DISTANCE
--- (Dotted)	THE LINE
--- (Dotted)	RIGHT OF WAY
--- (Dotted)	CENTRELINE
--- (Dotted)	PROPERTY LINE
--- (Dotted)	MILE
--- (Dotted)	CDS
--- (Dotted)	HYD
--- (Dotted)	WM

CERTIFICATE OF SURVEY & ACCURACY  
I, HERBERT J. NOBLES, JR., CERTIFY THAT THIS PLAN WAS DRAWN BY ME FROM AN ACTUAL SURVEY MADE BY ME FROM DESCRIPTION FOUND IN MAP BOOK 74, PAGE 152, AND MAP BOOK 79, PAGE 18, WAYNE COUNTY REGISTER OF DEEDS, THAT THE BOUNDARIES INDICATED ARE CLEARLY INDICATED AS DRAWN FROM THE ORIGINAL RECORDS OF THE REGISTER OF DEEDS, AND THAT THE RATIO OF PRECISION AS CALCULATED IS 1:15000. THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.  
*Herbert J. Nobles, Jr.*  
PROFESSIONAL LAND SURVEYOR  
LICENSE NUMBER L-2703  
THIS SURVEY DOES NOT CREATE A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATED PARCELS OF LAND.

ANNEXATION MAP

PITT COUNTY  
PARCEL ID NUMBERS  
19880, 80704, 82582 & 83029

TOWN OF WINTERVILLE PITT COUNTY NORTH CAROLINA  
CURRENT OWNER SV PITT COUNTY LLC  
754 RAMSEY ROAD SUITE F  
JACKSONVILLE, NORTH CAROLINA 28846  
SCALE: 1" = 150'  
PROJECT #: 2015\_004  
DATE: 08.01.24  
SHEET: 1 of 1



Exhibit "A"  
Legal Description  
Parcel Numbers 19880, 80704, 82582 and 83029  
Winterville, Pitt County, North Carolina

Beginning at a Point, said Point being the northeastern most corner of Common Area 'B' as shown on that certain plat entitled "Final Plat Villa Grande Phase One Section "A" dated June 14, 2017 as recorded in Book 81, Page 180-181 in the Pitt County Register of Deeds

Thence, from said Point of Beginning, along North 74 degrees 59 minutes 48 seconds West for a distance of 154.33 feet to a point;  
Thence, South 87 degrees 07 minutes 51 seconds West for a distance of 414.10 feet to a point;  
Thence, North 19 degrees 33 minutes 14 seconds West for a distance of 262.80 feet to a point;  
Thence, South 65 degrees 56 minutes 58 seconds West for a distance of 286.98 feet to a point;  
Thence, turning to the northwest and along and with the eastern boundary line of the Villa Grande Phase One Section "B" as recorded in Map Book 84, Page 134 of the Pitt County registry, North 22 degrees 00 minutes 00 seconds West for a distance of 961.70 feet to a point;  
Thence, North 67 degrees 00 minutes 00 seconds West for a distance of 138.81 feet to a point;  
Thence, North 27 degrees 10 minutes 00 seconds East for a distance of 371.18 feet to a point;  
Thence, South 75 degrees 20 minutes 43 seconds East for a distance of 259.58 feet to a point;  
Thence, South 40 degrees 22 minutes 57 seconds East for a distance of 17.79 feet to a point;  
Thence, South 34 degrees 40 minutes 21 seconds East for a distance of 31.91 feet to a point;  
Thence, South 64 degrees 29 minutes 35 seconds East for a distance of 41.35 feet to a point;  
Thence, South 53 degrees 33 minutes 41 seconds East for a distance of 32.75 feet to a point;  
Thence, South 60 degrees 43 minutes 49 seconds East for a distance of 31.46 feet to a point;  
Thence, South 47 degrees 26 minutes 05 seconds East for a distance of 59.39 feet to a point;  
Thence, South 25 degrees 16 minutes 00 seconds East for a distance of 37.20 feet to a point;  
Thence, South 12 degrees 27 minutes 38 seconds East for a distance of 42.01 feet to a point;  
Thence, South 10 degrees 52 minutes 13 seconds West for a distance of 151.42 feet to a point;  
Thence, South 02 degrees 16 minutes 35 seconds West for a distance of 42.95 feet to a point;  
Thence, South 19 degrees 30 minutes 18 seconds East for a distance of 97.46 feet to a point;  
Thence, South 27 degrees 55 minutes 19 seconds East for a distance of 75.06 feet to a point;  
Thence, South 31 degrees 35 minutes 42 seconds East for a distance of 32.01 feet to a point;  
Thence, South 59 degrees 54 minutes 10 seconds East for a distance of 53.21 feet to a point;  
Thence, South 77 degrees 20 minutes 28 seconds East for a distance of 55.68 feet to a point;  
Thence, South 72 degrees 11 minutes 12 seconds East for a distance of 56.87 feet to a point;  
Thence, South 89 degrees 16 minutes 54 seconds East for a distance of 40.54 feet to a point;  
Thence, North 86 degrees 22 minutes 55 seconds East for a distance of 669.95 feet to a point on the western right of way of Red Forbes Road;  
Thence, and along and with the western right of way of Red Forbes Road, South 12 degrees 11 minutes 03 seconds West for a distance of 144.29 feet to a point;  
Thence, South 09 degrees 42 minutes 11 seconds West for a distance of 337.42 feet to a point;  
Thence, South 10 degrees 38 minutes 41 seconds West for a distance of 220.48 feet to a point;  
Thence, South 14 degrees 24 minutes 34 seconds West for a distance of 49.97 feet to the Point of Beginning.

The above-described tract also being the same as shown on that certain map entitled "Boundary Survey for Nolan Commercial Contractors, Inc." as recorded in Book 87, Page 191 in the Pitt County Register of Deeds.

Containing 22.733 acres, more or less.

Red Forbes Road R/W...

Beginning at a Point, said Point being the following courses and distances from the northeastern most corner of Common Area 'B' as shown on that certain plat entitled "Final Plat Villa Grande Phase One Section "A" dated June 14, 2017 as recorded in Book 81, Page 180-181 in the Pitt County Register of Deeds:

Along and with the western right of way of Red Forbes Road (SR 2106), North 14 degrees, 24 minutes, 34 seconds East for a distance of 49.97 feet;  
Thence, North 10 degrees 38 minutes 41 seconds East for a distance of 206.04 feet to the Point of Beginning.

Thence, from said Point of Beginning, along and with the western right of way of Red Forbes Road (SR 2106), North 10 degrees 38 minutes 41 seconds East for a distance of 14.44 feet to a point;

Thence, North 09 degrees 42 minutes 11 seconds East for a distance of 337.42 feet to a point;  
Thence, North 12 degrees 11 minutes 03 seconds East for a distance of 144.29 feet to a point;  
Thence, leaving the western right of way of Red Forbes Road (SR 2106), South 75 degrees 35 minutes 02 seconds East for a distance of 59.39' feet to a point in the eastern right of way of Red Forbes Road (SR 2106);

Thence, along and with the eastern right of way of Red Forbes Road (SR 2106), South 14 degrees 24 minutes 58 seconds West for a distance of 38.10 feet to a point:

Thence, South 12 degrees 08 minutes 18 seconds West for a distance of 51.96 feet to a point;  
Thence, South 10 degrees 13 minutes 14 seconds West for a distance of 53.61 feet to a point;  
Thence, South 10 degrees 06 minutes 45 seconds West for a distance of 52.39 feet to a point;  
Thence, South 09 degrees 37 minutes 13 seconds West for a distance of 59.84 feet to a point;  
Thence, South 09 degrees 35 minutes 42 seconds West for a distance of 59.69 feet to a point;  
Thence, South 09 degrees 45 minutes 04 seconds West for a distance of 67.19 feet to a point;  
Thence, South 09 degrees 47 minutes 30 seconds West for a distance of 12.05 feet to a point;  
Thence, South 09 degrees 47 minutes 30 seconds West for a distance of 97.47 feet to a point;  
Thence, leaving the eastern right of way of Red Forbes Road (SR 2106), North 79 degrees 21 minutes 19 seconds West for a distance of 59.45 feet to the Point of Beginning.

Containing 0.67 acres, more or less.

End of Legal Description



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

**VILLA GRANDE PHASE 3 ANNEXATION  
PARCEL NUMBERS: 82582, 19880, 80704, 83029**

**WHEREAS**, petitions requesting annexation of an area described in said petitions were received November 14, 2023 by the Town Council; and

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


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

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

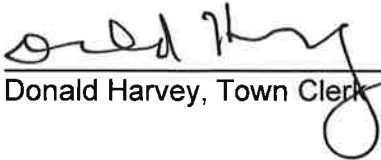
The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the result of the investigation.

Adopted this the 9<sup>th</sup> day of September 2024.



  
Richard E. Hines, Mayor

ATTEST:

  
Donald Harvey, Town Clerk

**CERTIFICATE OF SUFFICIENCY**

**VILLA GRANDE PHASE 3 ANNEXATION  
PARCEL NUMBERS: 82582, 19880, 80704, 83029**

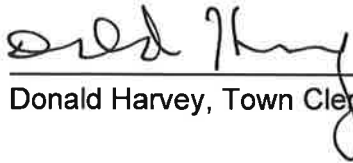
To the Town Council of the Town of Winterville, North Carolina:

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville this the 10<sup>th</sup> day of September 2024.

ATTEST:



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



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** October 14, 2024

**Presenter:** Cliff McGuffin, Public Works Director

**Item to be Considered**

**Subject:** Stormwater Advisory Board Members.

**Action Requested:** Appoint Members to the Stormwater Advisory Board.

**Attachment:** Applications on file.

**Prepared By:** Cliff McGuffin, Public Works Director

**Date:** 10/7/2024

**ABSTRACT ROUTING:**

TC: 10/7/2024

TM: 10/7/2024

Final: tjp - 10/7/2024

**Supporting Documentation**

**Stormwater Advisory Committee Members**

The Stormwater Advisory Committee is made up of five (5) regular members and one (1) alternate member. Members serve a three (3) year term for the purpose of providing stormwater management policy guidance to the Town.

The Committee shall consist of members of a cross section of local citizens and stakeholders representing neighborhood groups, professional organizations, industrial and commercial associations, environmental groups, builders association, and others that the town recognizes as having an interest in stormwater management issues.

There are currently four (4) applications on file in which applicant indicated Stormwater Advisory as their interest or preference. The applicants, all of whom are Town residents, are as follows (listed in order of receipt):

- Shetoria Roach (4th priority)
- Jonathan Powell (1st priority)
- Wayne Peede (2nd priority)
- Carissa Best (2nd priority)
- Bryan Fagundus (1st Priority)

Staff recommends that all of these applicants listed above, be appointed to an additional three (3) year term on the Stormwater Advisory Board.

**Budgetary Impact:** None

**Recommendation:** Staff recommends appointment of the above to the Stormwater Advisory Board

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.)

- 5 Board of Adjustment
2 Planning and Zoning Board
1 Recreation and Parks Advisory Board
4 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: Shetonia Roach

Address: 409 HOLLY GROVE DRIVE
Winterville, NC, 28590

Home Phone #: 252-493-2592 Business Phone #: 252-214-9722

Email Address: Shetonia\_m@yahoo.com

Employed By: United Health Care Occupation: Registered Nurse

Name of High School Attended: Greene Central High

College or University Attended: Wilson Community + Fayetteville State University

How long have you been a resident of Winterville? 3 years

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

If yes, please indicate which one(s): N/A

Current membership in organization and offices held: member of the American

Nurse Association and North Carolina Nurse Association

Past membership in organizations and offices held: Former member of

Phi Theta Kappa Honor Society

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

Compassionate, organized, honest, work well on teams,

and innovative.

Signature: Shetonia Roach Date: 1/12/24

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

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

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

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

Name: Jonathan Powell
Address: 891 Corbett Street
Winterville, NC 28590

Home Phone #: 512-820-3830 Business Phone #: 252-355-7006 ext: 126

Email Address: Jpowe050@gmail.com

Employed By: The Overton Group Occupation: Commercial Advisor

Name of High School Attended: Windsor HS, Windsor VA

College or University Attended: Old Dominion University

How long have you been a resident of Winterville? 5 years

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: International Society of Logistics: Demonstrated Senior Logistics

Past membership in organizations and offices held: U.S. Army officer, Major

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

I feel with my knowledge of real estate & being in contracting & Logistics in the Army, I can contribute to the Boards decision making process.

Signature: [Signature] Date: 08/20/2024

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:

Form with fields for Ethnic Group, Sex, US Citizenship, and Birth Date. Includes handwritten selections: X for Male, X for Yes, and 04/26/1987 for Birth Date.

**Jonathan E. Powell**  
891 Corbett Street  
Winterville, North Carolina 28590  
jpowe050@gmail.com  
(512) 820-3830 (Cell)  
(252) 355-7006 (Work)

## **EDUCATION**

BS Industrial Technology 2011  
Old Dominion University  
Norfolk, Virginia

Demonstrated Senior Logistician, 2015  
International Society of Logistics

MS Acquisition and Contract Management 2017  
Florida Institute of Technology  
Melbourne, Florida

**Military Awards: Bronze Star Medal; 3x Army Commendation Medals; Army Achievement Medal. Navy & Marine Corps Achievement Medal.**

**Present Commercial Real Estate Advisor The Overton Group:** Specializing in helping clients with their commercial and industrial real estate needs. Focusing on warehousing and industrial projects and life cycle management of projects.

### **5/2021-08/2022 Production Supervisor / Training Specialist III Thermo Fisher Scientific:**

- Supervised 3 packaging lines; Organized the daily operations of packaging line, assisted in production scheduling.
- Leads all aspects of the shift through actively communicating the daily metrics and goals set for each shift as well as actively spending time with each employee at every station assisting in troubleshooting and looking for ways to continuously improve each role to eliminate downtime.
- Active in the process improvement team, conducted safety audits; Ensured accountability for safety, quality & production. Streamlined the onboarding administrative tasks to make the process more efficient.
- Developed and Implemented training programs, to include the Oral Solid Dosage University and created a customized training plan with the NC Community College system, creating a partnership with Pitt Community College, and establishing a 4-week onboarding training program for Manufacturing and Packaging Technicians.

**1/2021-4/2021 Supply Chain Operations Supervisor, Pactiv Evergreen:** Coordinates inbound & outbound shipments according to shipment wave priorities. Evaluates and solves problems, develops solutions, and prepares recommendations to management to ensure continuous improvement.

- Provides leadership to the staff; leads daily KPI briefing and uses multiple analytical platforms to conduct analysis to include SAP, JDA, Rebus Longbow Analytics and PINC.
- Assists associates with their personal goals along with achieving organizational goals by providing training opportunities and career development. Drives engagement and promotes a motivating climate among associates.
- Selected to lead multiple projects and activities to include the redevelopment and design of the standard operating procedures (SOP) for the re-packaging section and recycling and waste management program.

**5/2019-08/2020 Professor of Military Science at East Carolina University:** Instruct, mentor, and train 31 students per session in Military Science Course in East Carolina University Army ROTC Program. Educate, develop, and prepare 110 cadets annually to commission as officers in US Army. Prepare and execute on-campus curriculum, labs, leadership activities, and field training exercises. Designed/managed new team building program; improved curriculum/training, enhancing students' operational readiness.

**9/2017-4/2019 Company Commander:** Led a 125-person Department executing operations in the US and for 9 months in South Korea in support of 650-person battalion. Planned and coordinated procurement and delivery of all classes of supply and maintenance operations. Maintained and accounted for over \$35 million of equipment and property.

- Analyzed/identified bottlenecks in ammunition distribution chain; coordinated specific time to release trucks; improved process flow of 31 trucks transporting 14,600 rounds of ammunition; reduced loading and unloading time by 9+ hours.
- Developed internal property turn-in process; improved inventory management and divested \$9 million in excess assets.

**2/2011-9/2017 Logistics Manager / Maintenance Manager:** Led 13-person team executing logistics operations for 120-person Special Operations Command Central Crisis Response Element. Managed \$5 million budget encompassing 7 contracts for food, sanitation, janitorial, communications, transportation, maintenance, and construction support.

- Led effort to combine janitorial/waste contracts; saved \$180,000 yearly; earned Navy & Marine Corps Achievement Medal.
- Led team planning, negotiating, accepting, and overseeing execution of \$20 million support contract.

### 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.)

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

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

Name: Wayne C Peede II

Address: 113 Lismore Dr

Home Phone #: \_\_\_\_\_ Business Phone #: 252-521-6110 cell

Email Address: Wayne@easterntheatrical.com or wpeede@AOC.com

Employed By: self Eastern Theatrical Occupation: self employed A/U/L

Name of High School Attended: Kinston High School

College or University Attended: Lenoir Community College

How long have you been a resident of Winterville? 16 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: \_\_\_\_\_

Past membership in organizations and offices held: Granger Performing Arts Center, Rotary

State why you feel you would be an asset to this board/commission. my need/want to serve #1, I want to help my town any way I can

Signature: Wayne Peede Date: \_\_\_\_\_

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

This information requested below is optional:

<b>Ethnic Group:</b>	<b>Sex:</b> _____ Female <input checked="" type="checkbox"/> Male
_____ African American	<b>US Citizenship:</b> <input checked="" type="checkbox"/> Yes _____ No
_____ American Indian	<b>Birth Date:</b> <u>09/09/75</u>
_____ Asian or Pacific Islander	
<input checked="" type="checkbox"/> Caucasian	
_____ Hispanic	



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.)

- 5 Board of Adjustment 1 Planning and Zoning Board
4 Recreation and Parks Advisory Board 2 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: Carissa L. Best

Address: 3198 Streamside Lane, Winterville, N.C. 28590

Home Phone #: 252.917.3427 Business Phone #: N/A

Email Address: CarissaLBest12@yahoo.com

Employed By: ECU Health Medical Center Occupation: Medical Laboratory Assistant

Name of High School Attended: J. H. Rose (2009)

College or University Attended: North Carolina State University (2013, Microbiology)

How long have you been a resident of Winterville? Four Years

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

If yes, please indicate which one(s): N/A

Current membership in organization and offices held: N/A

Past membership in organizations and offices held: Co-Grant Writer, Urban Community Agronomics; Treasurer, Reach Out and Touch

State why you feel you would be an asset to this board/commission. I am an avid researcher which allows me to reach the best possible solutions. Lastly, I am truly passionate with seeing Winterville grow in the facets of business, socially, and ecologically in a 21st century manner.

Signature: Carissa L. Best Date: 30September2024

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 (x African American), Sex (x Female), US Citizenship (x Yes), and Birth Date (05/12/1991).

### 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
- 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: Bryan C. Fagundus

Address: 2131 Jubilee Lane

Home Phone #: 252.714.4033 Business Phone #: 252.565.1024

Email Address: bryan@arkconsultinggroup.com

Employed By: Ark Consulting Group, PLLC Occupation: Civil Engineer

Name of High School Attended: D.H. Conley High School

College or University Attended: East Carolina University & NC State University

How long have you been a resident of Winterville? 47 years

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

If yes, please indicate which one(s): Stormwater Advisory Committee

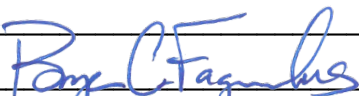
Current membership in organization and offices held: \_\_\_\_\_

Past membership in organizations and offices held: Habitat for Humanity; Board Member & President

Greenville Little League Board Member

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

My Civil Engineering expertise includes stormwater quantity and quality design, assessment, evaluation.

Signature:  Date: 10/7/2024

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

This information requested below is optional:

<b>Ethnic Group:</b>	<b>Sex:</b> <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male
<input type="checkbox"/> African American	<b>US Citizenship:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> American Indian	<b>Birth Date:</b> <u>6/15/1977</u>
<input type="checkbox"/> Asian or Pacific Islander	
<input checked="" type="checkbox"/> Caucasian	
<input type="checkbox"/> Hispanic	



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** October 14, 2024

**Presenter:** Diane White, Director of Parks and Recreation

**Item to be Considered**

**Subject:** Recreation Advisory Board Appointments.

**Action Requested:** Appoint Anthony Yocum to the vacant Alternate position on the Recreation Advisory Board

**Attachment:** Applications on file

**Prepared By:** Diane White, Director of Parks and Recreation

**Date:** 10/1/2024

**ABSTRACT ROUTING:**

TC: 10/7/2024

TM: 10/7/2024

Final: tjp - 10/7/2024

**Supporting Documentation**

The Recreation Advisory Board (RAB) is composed of seven (7) Resident members, two (2) Non-Resident (ETJ) members, and one (1) Alternate member that may be a resident or non-resident.

There are currently applications on file in which applicant indicated RAB as their interest or preference. The applicants, all of whom are Town residents, are as follows (listed in order of receipt):

- Shetoria Roach (1<sup>st</sup> priority)
- Chanelle Flowers (1<sup>st</sup> and only priority)
- Jonathan Powell (4<sup>th</sup> priority)
- Anthony Yocum (1<sup>st</sup> and only priority)
- Lindsey Price (1<sup>st</sup> and only priority)
- Carissa Best (4<sup>th</sup> priority)

The Recreation Advisory Board (RAB) currently has one (1) RAB Alternate position vacancy. Staff recommends Richard "Anthony" Yocum, Jr to fill the vacant RAB Alternate position. Mr. Yocum has served as coach for his two sons in multiple sports through Winterville Parks and Recreation. His children have played in our programs such as Pee Wee, Flag Football and Cal Ripken Baseball for several years.

**Budgetary Impact:** None.

**Recommendation:** Staff recommends appointment of Anthony Yocum to the vacant Alternate position on the Recreation Advisory Board.

TOWN OF WINTERVILLE

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2 Planning and Zoning Board
1 Recreation and Parks Advisory Board
4 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: Shetonia Roach

Address: 409 HOLLY GROVE DRIVE
Winterville, NC, 28590

Home Phone #: 252-493-2592 Business Phone #: 252-214-9722

Email Address: Shetonia\_m@yahoo.com

Employed By: United Health Care Occupation: Registered Nurse

Name of High School Attended: Greene Central High

College or University Attended: Wilson Community + Fayetteville State University

How long have you been a resident of Winterville? 3 years

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

If yes, please indicate which one(s): N/A

Current membership in organization and offices held: member of the American Nurse Association and North Carolina Nurse Association

Past membership in organizations and offices held: Former member of Phi Theta Kappa Honor Society

State why you feel you would be an asset to this board/commission. I am compassionate, organized, honest, work well on teams, and innovative.

Signature: Shetonia Roach Date: 1/12/24

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

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 (marked with X)
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: Chanelle Flowers

Address: 425 Williamston Drive Winterville, NC 28590 (In Town)

Home Phone #: 252-916-1658 Business Phone #:

Email Address: cfhardison1922@gmail.com

Employed By: Lenoir Community College Occupation: Coordinator and Instructor of Adult High School/Hybrid Programs

Name of High School Attended: D.H. Conley

College or University Attended: East Carolina University

How long have you been a resident of Winterville? 32 years

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: NPHC of Pitt County, 2nd Vice President

Sigma Gamma Rho Sorority, Inc, 2nd Vice Presiden Pitt County Aids Service Organization (PICASO)-Vice President

Past membership in organizations and offices held: NPHC of Pitt County-delegate

LAMBS PLACE-board member, Sigma Gamma Rho Sorority, Inc-Secretary, Advisor, Chair, Delegate, PICASO-secretary, board member

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

I have been a resident of the town of WInterville for 32 years and have seen the growth and development. With that being said I would like to be an active part of the recreational opportunities offered for the residents and surrounding counites to experience. I would love to feed my passion for planning, programming, community, and family

Signature: Chanelle Flowers Date:

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 (marked with X for African American), Sex (marked with X for Female), US Citizenship (marked with X for Yes), and Birth Date (03/17/1978).



TOWN OF WINTERVILLE

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

Name: Jonathan Powell
Address: 891 Corbett Street
Winterville, NC 28590

Home Phone #: 512-820-3830 Business Phone #: 252-355-7006 ext: 126

Email Address: Jpowe050@gmail.com

Employed By: The Overton Group Occupation: Commercial Advisor

Name of High School Attended: Windsor HS, Windsor VA

College or University Attended: Old Dominion University

How long have you been a resident of Winterville? 5 years

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: International Society of Logistics: Demonstrated Senior Logistics

Past membership in organizations and offices held: U.S. Army officer, Major

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

I feel with my knowledge of real estate & being in contracting & Logistics in the Army, I can contribute to the Boards decision making process.

Signature: [Signature] Date: 08/20/2024

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:

Form with fields for Ethnic Group, Sex, US Citizenship, and Birth Date. Includes checkboxes and handwritten entries.

**Jonathan E. Powell**  
891 Corbett Street  
Winterville, North Carolina 28590  
jpowe050@gmail.com  
(512) 820-3830 (Cell)  
(252) 355-7006 (Work)

## **EDUCATION**

BS Industrial Technology 2011  
Old Dominion University  
Norfolk, Virginia

Demonstrated Senior Logician, 2015  
International Society of Logistics

MS Acquisition and Contract Management 2017  
Florida Institute of Technology  
Melbourne, Florida

**Military Awards: Bronze Star Medal; 3x Army Commendation Medals; Army Achievement Medal. Navy & Marine Corps Achievement Medal.**

**Present Commercial Real Estate Advisor The Overton Group:** Specializing in helping clients with their commercial and industrial real estate needs. Focusing on warehousing and industrial projects and life cycle management of projects.

### **5/2021-08/2022 Production Supervisor / Training Specialist III Thermo Fisher Scientific:**

- Supervised 3 packaging lines; Organized the daily operations of packaging line, assisted in production scheduling.
- Leads all aspects of the shift through actively communicating the daily metrics and goals set for each shift as well as actively spending time with each employee at every station assisting in troubleshooting and looking for ways to continuously improve each role to eliminate downtime.
- Active in the process improvement team, conducted safety audits; Ensured accountability for safety, quality & production. Streamlined the onboarding administrative tasks to make the process more efficient.
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**1/2021-4/2021 Supply Chain Operations Supervisor, Pactiv Evergreen:** Coordinates inbound & outbound shipments according to shipment wave priorities. Evaluates and solves problems, develops solutions, and prepares recommendations to management to ensure continuous improvement.

- Provides leadership to the staff; leads daily KPI briefing and uses multiple analytical platforms to conduct analysis to include SAP, JDA, Rebus Longbow Analytics and PINC.
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- Selected to lead multiple projects and activities to include the redevelopment and design of the standard operating procedures (SOP) for the re-packaging section and recycling and waste management program.

**5/2019-08/2020 Professor of Military Science at East Carolina University:** Instruct, mentor, and train 31 students per session in Military Science Course in East Carolina University Army ROTC Program. Educate, develop, and prepare 110 cadets annually to commission as officers in US Army. Prepare and execute on-campus curriculum, labs, leadership activities, and field training exercises. Designed/managed new team building program; improved curriculum/training, enhancing students' operational readiness.

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- Analyzed/identified bottlenecks in ammunition distribution chain; coordinated specific time to release trucks; improved process flow of 31 trucks transporting 14,600 rounds of ammunition; reduced loading and unloading time by 9+ hours.
- Developed internal property turn-in process; improved inventory management and divested \$9 million in excess assets.

**2/2011-9/2017 Logistics Manager / Maintenance Manager:** Led 13-person team executing logistics operations for 120-person Special Operations Command Central Crisis Response Element. Managed \$5 million budget encompassing 7 contracts for food, sanitation, janitorial, communications, transportation, maintenance, and construction support.

- Led effort to combine janitorial/waste contracts; saved \$180,000 yearly; earned Navy & Marine Corps Achievement Medal.
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### TOWN OF WINTERVILLE

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- 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: Richard "Anthony" Yocum, Jr.

Address: 3014 Oakwood Drive Winterville, NC 28590

Home Phone #: 919-815-0920 Business Phone #: 252-744-0483

Email Address: rayocum85@gmail.com

Employed By: ECU Pharmacy Services Occupation: Inventory Manager

Name of High School Attended: East Wake High School

College or University Attended: East Carolina University

How long have you been a resident of Winterville? 12 yrs

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: \_\_\_\_\_

Past membership in organizations and offices held: \_\_\_\_\_

State why you feel you would be an asset to this board/commission. I've coached my two sons in multiple sports in the Winterville PAR leagues and would love to weigh in and make decisions about their futures.

Signature: [Handwritten Signature] Date: 8/20/24

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email [don.harvey@winterville.nc.com](mailto:don.harvey@winterville.nc.com) with the completed application.

This information requested below is optional:

<b>Ethnic Group:</b>	<b>Sex:</b> _____ Female <input checked="" type="checkbox"/> Male
<input type="checkbox"/> African American	<b>US Citizenship:</b> <input checked="" type="checkbox"/> Yes _____ No
<input type="checkbox"/> American Indian	<b>Birth Date:</b> <u>4/26/85</u>
<input type="checkbox"/> Asian or Pacific Islander	
<input checked="" type="checkbox"/> Caucasian	
<input type="checkbox"/> Hispanic	

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: Lindsay S. Price

Address: 2804 Syrah Court, Winterville, NC 28590

Home Phone #: 919-394-2695 Business Phone #: 252-208-3776

Email Address: lsp0623@gmail.com

Employed By: Caswell Developmental Center Occupation: Clinical Social Worker

Name of High School Attended: North Duplin Jr./Sr. High School

College or University Attended: University of Mount Olive and East Carolina University

How long have you been a resident of Winterville? 5 years

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: n/a

Past membership in organizations and offices held: n/a

State why you feel you would be an asset to this board/commission. I'm active within the community and as a mother want to see Parks and Recreation flourish and provide a lot of opportunities to our citizens to be active and connected to one another.

Signature: [Signature] Date: 8/21/2024

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:

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



# 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  
X 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: Lindsay S. Price

Address: 2804 Syrah Court, Winterville, NC 28590

Home Phone #: 919-394-2695 Business Phone #: 252-208-3776

Email Address: lsp0623@gmail.com

Employed By: Caswell Developmental Center Occupation: Clinical Social Worker

Name of High School Attended: North Duplin Jr./Sr. High School

College or University Attended: University of Mount Olive and East Carolina University

How long have you been a resident of Winterville? 5 years

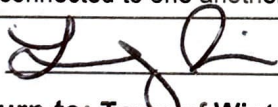
Have you served on a board/commission of the town? ( ) Yes ( X ) No

If yes, please indicate which one(s): \_\_\_\_\_

Current membership in organization and offices held: n/a

Past membership in organizations and offices held: n/a

State why you feel you would be an asset to this board/commission. I'm active within the community and as a mother want to see Parks and Recreation flourish and provide a lot of opportunities to our citizens to be active and connected to one another.

Signature:  Date: 8/21/2024

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

This information requested below is optional:

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

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.)

- 5 Board of Adjustment 1 Planning and Zoning Board
4 Recreation and Parks Advisory Board 2 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: Carissa L. Best

Address: 3198 Streamside Lane, Winterville, N.C. 28590

Home Phone #: 252.917.3427 Business Phone #: N/A

Email Address: CarissaLBest12@yahoo.com

Employed By: ECU Health Medical Center Occupation: Medical Laboratory Assistant

Name of High School Attended: J. H. Rose (2009)

College or University Attended: North Carolina State University (2013, Microbiology)

How long have you been a resident of Winterville? Four Years

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

If yes, please indicate which one(s): N/A

Current membership in organization and offices held: N/A

Past membership in organizations and offices held: Co-Grant Writer, Urban Community

Agronomics; Treasurer, Reach Out and Touch

State why you feel you would be an asset to this board/commission. I am an avid researcher which allows me to reach the best possible solutions. Lastly, I am truly passionate with seeing Winterville grow in the facets of business, socially, and ecologically in a 21st century manner.

Signature: Carissa L. Best Date: 30September2024

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 (African American checked), Sex (Female checked), US Citizenship (Yes checked), and Birth Date (05/12/1991).



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** October 14, 2024

**Presenter:** Ron Mills, Interim Electric Utilities Director

**Item to be Considered**

**Subject:** Purchase Yanmar Mini Excavator Vi050-6A.

**Action Requested:** Approve Purchase of Yanmar Mini Excavator.

**Attachment:** Mini Excavator Quotes.

**Prepared By:** Ron Mills, Interim Electric Utilities Director

**Date:** 9/30/2024

**ABSTRACT ROUTING:**

TC: 10/7/2024

TM: 10/7/2024

Final: tlp – 10/7/2024

**Supporting Documentation**

The 2024-2025 Electric Fund Budget allocated monies for the purchase of a Mini Excavator. Staff has received three different quotes and National Equipment Dealers was the lowest on price.

The Yanmar Mini Excavator Vi050-6A, 5 Ton, comes with a 4 year/4,000-hour full machine warranty.

All quotes were discounted through NC contract.

This equipment will assist the Electric department in expansion of Winterville's service territory.

**Budgetary Impact:** The FYE 25 budget allocated monies for the purchase of the Mini Excavator. Funds of \$90,000 were budgeted under the Capital Outlay Account. The low quote was \$76,543.14 for the Yanmar Vi050-6A, at \$13,456.86 under the budgeted amount.

**Recommendation:** Staff recommends approval to purchase the Yanmar Mini Excavator from National Equipment Dealers out of Grimesland, NC.



<b>CUSTOMER:</b>	Town of Winterville Winterville, NC	<b>DELIVER TO:</b>	Town of Winterville Winterville, NC	<b>DATE:</b>	8/27/2024
<b>CONTACT:</b>	Ron Mills	<b>PICK UP LOCATION:</b>		<b>SALESMAN:</b>	Kevin Smith
<b>PHONE:</b>	252-412-0707			<b>Expiration:</b>	45 Days

Thank you for the opportunity to quote the following items.  
Please review the quotation and contact us with any questions.

UNIT	QTY.	NEW OR USED	YEAR	MAKE	MODEL	PRICE
	1	NEW	2024	Yanmar	VIO50-6A	\$70,997.84
<b>DESCRIPTION &amp; SPECIFICATIONS</b>	Operating Weight: 10,792lbs Yanmar Diesel Engine (39hp) Straight Dozer Blade					
ATTACHMENT/OPTION	Enclosed Cab with Heat and A/C					
ATTACHMENT/OPTION	Bluetooth Radio					
ATTACHMENT/OPTION	24" Dig Bucket (Teeth)					\$1,592.81
ATTACHMENT/OPTION	24" Cleanout Bucket (Bolt On Cutting Edge)					\$1,556.89
ATTACHMENT/OPTION	Stowable Utility Hook					\$2,395.59
ATTACHMENT/OPTION						
ATTACHMENT/OPTION						
PM SERVICE CONTRACT						
STANDARD WARRANTY	4 Year / 4,000 Hour Full Machine Warranty					
EXTENDED WARRANTY						

FOB: Winterville, NC      CONTRACT #: NC Sheriff's Contract #24-08-0421R      TOTAL CASH PRICE \$76,543.14

\*Rates may vary\*\* Based on delivery date & credit approval process\*      **AFG RATE (SUBJECT TO CHANGE!)**

FINANCE OPTIONS			
MONTH	RATE	PAYMENT EST	PLEASE CHECK & INITIAL
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

<b>Trade In Equipment</b> - Purchases herby bargains, sells and conveys unit Seller the above described Trade-In Equipment and certifies it to be free and clear of liens, encumbrances, and security interests except to the extend shown below.		I agree to pay all taxes and other charges and settle for the purchase price as follows:	
		1. Total Cash Price	76,543.14
		2. Discount/Rebate/Down Payment	
		3. Unpaid Cash Payment	76,543.14
		4. Sales Tax	
		5. DOC Fees or Charges	
		6. Total Taxes and Fees	
		<b>7. Cash Due on Delivery</b>	<b>76,543.14</b>
1. Trade Allowance 2. Other (Specify) 2a. 3. Cash Down Payment (Cash, Rebate, Municipal Discount) 4. Total Cash and Other Down Payment 5. Total Down Payment		In the event Buyer fails to pay any portion of the amount identified above, Buyer shall be responsible, and must reimburse Seller, for any costs (including litigation costs and attorney's fees) incurred by Seller collecting the outstanding balance. Any past due amounts owing under this Bill of Sale shall accrue interest at 1 1/2 % per month until the entire balance is paid in full.	

Order Taken By: Kevin Smith      Purchaser Name: Ron Mills  
 Seller Signature: Kevin Smith      Purchaser Signature: \_\_\_\_\_



## QUICK SPECS

Weight (Cabin)	10,792 lbs
Horsepower	39 HP
Max Dig Depth	12'3"

**Best performance by your side for the really tough jobs.**



YANMAR's ViO50-6A, our 5-ton class mini excavator, is powered by a 39 HP Tier 4 Final YANMAR engine. It comes packed with features to provide high work efficiency and operator comfort while working on tough construction job sites. With true zero tail swing, it allows you to be more productive to trench and dig with low total cost of ownership. Plus, YANMAR's unique SmartAssist Remote gives you peace of mind with theft prevention and maintenance management tools as well as other remote monitoring services.

## INNOVATIVE FEATURES



### True Zero Tail Swing

Our true zero tail swing technology means no part of the housing extends beyond the tracks. Since the entire machine operates within its tracks, you can work efficiently almost anywhere, with less damage to the machine and the worksite.



### YANMAR's Patented Hydraulic Quick Coupler

The standard hydraulic quick coupler makes changing buckets fast and easy. With the exception of fitting and removing the safety lock pin, the entire operation is performed electronically while you're seated in the comfort of the cab. Less hassle. Less downtime. More productivity.



### A Cab With Everything At Your Fingertips

The ViO50-6A comes standard with EGO Mode, Auto-Decel Mode, lever-controlled backfill blade and 2-speed operation incorporated right into the operator's station. Plus, you get an innovative LCD monitor, showing key operating information and maintenance notification intervals.

## ViO50-6A

POWERFUL, EFFICIENT  
39 HP TIER 4 FINAL  
YANMAR DIESEL ENGINE

VIO PROGRESSIVE  
3-PUMP HYDRAULIC  
SYSTEM (VIPPS)

EASY-TO-OPERATE  
JOYSTICK CONTROLS  
WITH ARMRESTS  
REDUCE OPERATOR  
FATIGUE

SPRING STEEL  
CYLINDER ROD GUARDS  
AND HOSE PROTECTION

4-PILLAR ROPS/FOPS  
CANOPY FOR SAFETY

INTEGRATED BOOM  
LIGHT PROTECTS FROM  
DAMAGE

EASY MAINTENANCE  
ACCESS TO EVERY  
MAJOR COMPONENT

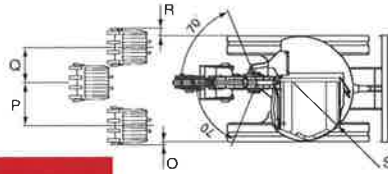
ANGLED CRAWLER  
FRAME REDUCES  
FOREIGN MATTER  
BUILD-UP

OPTIONAL PTO2  
CIRCUIT AVAILABLE

OPTIONAL ENCLOSED  
CAB WITH HEAT & A/C

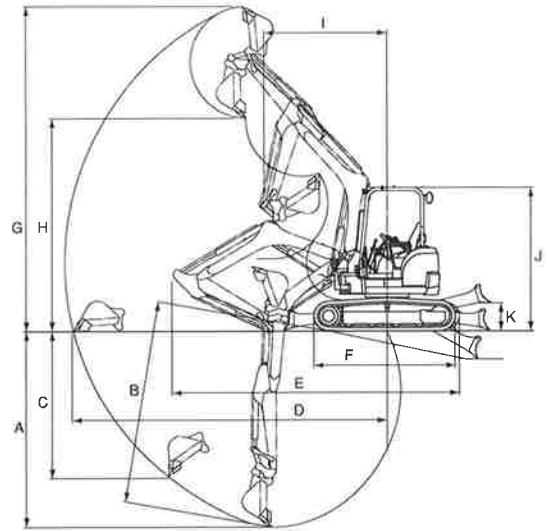
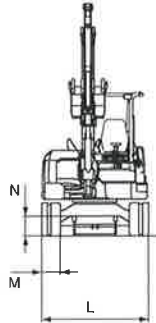


# ViO50-6A



## Dimensions - ViO50-6A

- A** 11'8" (3,550 mm)
- B** 12'3" (3,740 mm)
- C** 7'10" (2,380 mm)
- D** 18'10" (5,740 mm)
- E** 17'5" (5,320 mm)
- F** 8'6" (2,590 mm)
- G** 18'8" (5,700 mm)
- H** 12'1" (3,680 mm)
- I** 7'10" (2,380 mm)
- J** 8'4" (2,540 mm)
- K** 1'8" (500 mm)
- L** 6'4.5" (1,940 mm)
- M** 1'2" (350 mm)
- N** 1'1.6" (345 mm)
- O** 1.5" (35)
- P** 2'3" (680 mm)
- Q** 2'6" (770 mm)
- R** 5" (125 mm)
- S** R3'2" (R970 mm)



## Specifications

Model			ViO50-6A	
Type			Canopy	Cabin
Operating Weight	Rubber Track	lbs (t)	10,417 (4.73)	10,792 (4.90)
	Steel Track	lbs (t)	10,703 (4.86)	11,078 (5.03)
Engine	Type	-	Vertical 4-cylinder water-cooled direct injection diesel engine	
	Model	-	YANMAR 4TNV88C-PBV	
	Output	HP (kW)/rpm	39 (29.1) / 2,400	
Performance	Max Digging Force, Bucket / Arm	lbs (kN)	8,206 (36.5)* / 5,103 (22.7)*	
	Traveling Speed, High / Low	MPH (km / h)	2.9 / 1.5 (4.6 / 2.4)	
	Swing Speed	RPM	10	
	Boom Swing Angle, (L / R)	degrees	68° / 68°	
Ground Contact Pressure	Rubber Track	PSI (kPa)	4.25 (29.3)	4.41 (30.4)
	Steel Track	PSI (kPa)	4.42 (30.5)	4.58 (31.6)
Hydraulic System	Pump Capacity	GPM (L / min)	11.2 + 11.2 + 9.7 + 2.8 (42.5 + 42.5 + 37 + 10.8)	
	Main Relief Set Pressure	PSI (MPa)	3553 x 2 + 3133 + 566 (24.5 x 2 + 21.6 + 3.9)	
Undercarriage	Track Type	-	Rubber or Steel	
Blade Dimensions	Width x Height	ft-in (mm)	6'6" x 14" (1,970 x 400)	
Fuel tank capacity	Gals (L)		17.4 (66)	

\*without quick coupler

## Standard Equipment

- Blade
  - Boom Swing
  - Rubber Tracks
  - Hydraulic Quick Coupler\*
  - 2-way Pattern Control
  - Arm End Auxiliary Valve
  - Cylinder Rod Guards (boom, arm, bucket, blade)
  - ROPS / FOPS Cabin or Canopy
  - Windshield Washer (cabin spec)
  - Defroster (cabin spec)
  - Joystick Pilot Controls
  - Arm Rests (adjustable)
  - Suspension and Reclining Seat
  - Seat Belt
  - Traveling Levers and Pedals
  - Traveling Alarm
  - Built-in Boom Light
  - Exterior Canopy or Cabin Work Light
  - Operation Manual
- \*Also available without Quick Coupler

Please note that the standard equipment may vary from this list. Consult your YANMAR dealer for confirmation.

## Hydraulic PTO

Model	ViO50-6A			
	Output	PSI (MPa)	GPM (L / min)	
			2,200RPM	1,200RPM
Combined Flow, Double Actions	3,553 (24.5)	20.9 (79.5)	11.4 (43.4)	

## Lifting Capacity

LIFT POINT HEIGHT in (mm)	(R) LIFT RADIUS in (mm)											
	RATED LIFT CAPACITY OVER END BLADE DOWN lbs (kg)				RATED LIFT CAPACITY OVER END BLADE UP lbs (kg)				RATED LIFT CAPACITY OVER SIDE BLADE DOWN lbs (kg)			
	MAX	157.5 (4,000)	118.1 (3,000)	78.7 (2,000)	MAX	157.5 (4,000)	118.1 (3,000)	78.7 (2,000)	MAX	157.5 (4,000)	118.1 (3,000)	78.7 (2,000)
157.5 (4,000)	2,403 (1,090)				2,290 (1,040)				1,763 (800)			
118.1 (3,000)	2,358 (1,070)	2,314 (1,050)			1,543 (700)	1,829 (830)			1,322 (600)	1,587 (720)		
78.7 (2,000)	2,425 (1,100)	2,645 (1,200)	3,306 (1,500)		1,300 (590)	1,719 (780)	3,152 (1,430)		1,146 (520)	1,587 (720)	2,425 (1,100)	
39.4 (1,000)	2,535 (1,150)	3,042 (1,380)	4,365 (1,980)		1,256 (570)	1,675 (760)	2,535 (1,150)		1,124 (510)	1,499 (680)	2,204 (1,000)	
Ground (0)	2,579 (1,170)	3,284 (1,490)	4,585 (2,080)	6,459 (2,930)	1,300 (590)	1,587 (720)	2,358 (1,070)	4,166 (1,890)	1,102 (500)	1,366 (620)	2,028 (920)	3,351 (1,520)
-39.4 (-1,000)	2,667 (1,210)	2,910 (1,320)	4,232 (1,920)	6,393 (2,900)	1,521 (690)	1,587 (720)	2,403 (1,090)	4,387 (1,990)	1,322 (600)	1,344 (610)	1,984 (900)	3,571 (1,620)
-78.7 (-2,000)	2,535 (1,150)		2,954 (1,340)		2,601 (1,180)		2,469 (1,120)		1,940 (880)		2,116 (960)	



# Gregory Poole Equipment Company

## QUOTATION



FEDERAL TAXPAYER ID# 56-0487311  
WWW.GREGORYPOOLE.COM  
919-828-0641

PLEASE REMIT TO:  
Gregory Poole Equipment Company  
Processing Center, PO Box 60457  
Charlotte, NC 28260  
<https://gregorypoole.billtrust.com>

QUOTATION NUMBER **Q322554-1**  
QUOTATION DATE **8/26/2024**  
VALID UNTIL **9/25/2024**

**BILL TO**

Town Of Winterville  
PO BOX 1459  
WINTERVILLE, NC 28590-1459  
USA

**SHIP TO**

Town Of Winterville  
PO BOX 1459  
WINTERVILLE, NC 28590-1459  
USA

INVOICE ACCOUNT	ORDER ACCOUNT	WAREHOUSE	DIVISION	PAGE
C016057	C016057	Raleigh Heavy Equipment	Heavy Construction	1 of 4
SALESMAN	CUSTOMER CONTACT		TERMS	
Wilson H. Day			Cash Payment	
QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	

1	New CAT 304 Excavator Includes: -Enclosed CAB with Heat/Air -LED Lights -Radio -Hydraulic Thumb -Hydraulic Quick Attach Coupler -18" Digging Bucket	103,857.00	103,857.00	
-1	Less 2210A State Contract Discount	25,964.00	-25,964.00	
-1	Additional Gregory Poole Discount	3,500.00	-3,500.00	
1	Rockland 18" Straight Edge Utility Bucket	1,388.00	1,388.00	
1	-Pre Delivery Inspection -Delivery -6 Month Warranty Travel Covered -Thumb/Coupler Install  -2 Year / 2000 Hour Total Machine Warranty -5 Year / 3000 Hour Powertrain + Hydraulic + Technology Warranty	2,260.00	2,260.00	

**EQUIPMENT CONSIST: 304 HEXMN STR/CAB -**

- 1 6105465 304 07A MHE CFG14A
- 1 5957029 INSTRUCTIONS, ANSI
- 1 5967602 STICK, LONG, WITH 1ST AUX
- 1 5426682 LINES, BOOM
- 1 5843655 LINES, STICK
- 1 5860420 LINES, QC, LNG STK, 3 LINE
- 1 5844312 CONTROL, QC, 3 LINE
- 1 5426699 TRACK, 14", RUBBER BELT

CONTINUED

By checking this box the Assignment Clause noted below applies. Make check payable to **Gregory Poole Exchange LLC**

By checking this box the Assignment Clause noted below does not apply.

**Assignment Clause:** Notice is hereby given that Gregory Poole Leasing LLC has assigned its rights under this Purchaser's order to **Gregory Poole Exchange LLC** to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.

Purchaser warrants that any Trade-In Equipment is free and clear of all liens and encumbrances, except as described above, and that he/they are the sole owners. Purchaser has read the terms and conditions on the reverse of this document and acknowledge that this purchase from the seller is subject to the same terms and conditions.

(Sales Representative) \_\_\_\_\_ (Purchaser) \_\_\_\_\_

**Gregory Poole  
Equipment Company**

**QUOTATION**



FEDERAL TAXPAYER ID# 56-0487311  
WWW.GREGORYPOOLE.COM  
919-828-0641

PLEASE REMIT TO:  
Gregory Poole Equipment Company  
Processing Center, PO Box 60457  
Charlotte, NC 28260  
<https://gregorypoole.billtrust.com>

**QUOTATION NUMBER Q322554-1**  
**QUOTATION DATE 8/26/2024**  
**VALID UNTIL 9/25/2024**

**BILL TO**

Town Of Winterville  
PO BOX 1459  
WINTERVILLE, NC 28590-1459  
USA

**SHIP TO**

Town Of Winterville  
PO BOX 1459  
WINTERVILLE, NC 28590-1459  
USA

INVOICE ACCOUNT	ORDER ACCOUNT	WAREHOUSE	DIVISION	PAGE
C016057	C016057	Raleigh Heavy Equipment	Heavy Construction	2 of 4
SALESMAN	CUSTOMER CONTACT	TERMS		
Wilson H. Day		Cash Payment		
QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	

1	5861369	COUNTERWEIGHT, EXTRA, 500LBS		
1	5106085	BELT, SEAT, 3" RETRACTABLE		
1	5798876	MONITOR NEXT GEN, CAMERA READY		
1	6394462	INTEGRATED RADIO V2		
1	5798868	LIGHTS, LED		
1	5798870	LIGHTS, LED, REAR		
1	5798887	PRODUCT LINK, CELLULAR PL243		
1	5970752	BLADE, STD, BOCE		
1	6017747	REAR MIRROR, CAB		
1	5226460	CAT KEY, WITH PASSCODE OPTION		
1	4218926	SERIALIZED TECHNICAL MEDIA KIT		
1	0P2266	SHIPPING/STORAGE PROTECTION		
1	0P4299	PACKING, LAST MILE PROGRAM		
1	0P9003	LANE 3 ORDER		
1	5426668	BOOM, SWING		
1	5426690	CAB, WITH HEAT AND A/C		
1	5571709	SOFTWARE, PROPORTIONAL CONTROL		
1	5571710	SOFTWARE, STICK STEER CONTROL		
1	5571711	SOFTWARE, 2 WAY CONTROL		
1	5571713	SOFTWARE, CODED START		
1	5779914	304 07A MINI EXCAVATOR		
1	5426655	UNDERCARRIAGE AR		
1	5779915	HYDRAULIC OIL, STD		
1	5779916	HYDRAULIC AR		
1	6244514	FILM GP-QR		
1	5798852	ALARM, TRAVEL		
1	5798858	ELECTRICAL ARR, C1.7 HRC		
1	5844307	LINKAGE BUCKET W/LIFTING EYE		
1	5959912	HYDRAULIC OIL		
1	6004380	HOLDER, GREASE GUN		
1	6112419	ENGINE, EPA TIER 4 FINAL		
1	4649902	18" (2.9 CFT) HD Bucket		
1	4855300	Dual Lock PG Hydraulic Coupler 3-4T		
1	4522740	Hydraulic Thumb 3-4T		

<b>Quoted Sales Price *</b>	<b>78,041.00</b>
* Excludes applicable Fees	





# Selling Equipment

Quote Id: 31577424

Customer: TOWN OF WINTERVILLE

<b>JOHN DEERE 50 P-Tier Compact Excavator (CAB, LONG ARM, EXT WEIGHT, ANGLE BLADE)</b>				
<b>Hours:</b>				<b>Suggested List</b>
<b>Stock Number:</b>				\$ 107,987.00
				<b>Selling Price</b>
				\$ 83,942.57
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
0180FF	50 P-Tier Compact Excavator	1	\$ 92,597.00	\$ 92,597.00
<b>Standard Options - Per Unit</b>				
0202	Destination Code - United States	1	\$ 0.00	\$ 0.00
0259	English Customer Delivery Packet	1	\$ 0.00	\$ 0.00
0408	Configuration 8 - Cab, Rubber, Susp, Long Arm + EX C/W, Angle Blade	1	\$ 11,944.00	\$ 11,944.00
<b>Standard Options Total</b>				<b>\$ 11,944.00</b>
<b>Dealer Attachments</b>				
BYT10986	36 in. (914 mm) Ditch Cleaning Bucket; 8.3 c. ft. (0.24 c. m.) (No Teeth)	1	\$ 1,854.00	\$ 1,854.00
BYT10980	24 in. (610 mm) Heavy Duty Bucket; 5.2 c. ft. (0.15 c. m.) (4 TK Teeth Included)	1	\$ 1,592.00	\$ 1,592.00
OPSMAN	OPS MANUAL 2ND COPY	1	\$ 0.00	\$ 0.00
<b>Dealer Attachments Total</b>				<b>\$ 3,446.00</b>
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
<b>Suggested Price</b>				<b>\$ 107,987.00</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -24,044.43</b>	<b>\$ -24,044.43</b>
<b>Total Selling Price</b>				<b>\$ 83,942.57</b>

**Quote Summary**

**Prepared For:**

TOWN OF WINTERVILLE  
2916 CHURCH STREET EXT  
WINTERVILLE, NC 28590  
Business: 252-756-2515

**Prepared By:**

Chris Silverthorne  
Quality Equipment, LLC  
7145 Us Highway 17 N  
Washington, NC 27889  
Phone: 252-946-0267  
csilverthorne@qualityequip.com

**Quote Id:** 31577424  
**Created On:** 27 August 2024  
**Last Modified On:** 28 August 2024  
**Expiration Date:** 28 September 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 50 P-Tier Compact Excavator (CAB, LONG ARM, EXT WEIGHT, ANGLE BLADE)	\$ 107,987.00	\$ 83,942.57 X	1 =	\$ 83,942.57
<b>Equipment Total</b>				<b>\$ 83,942.57</b>

**Quote Summary**

Equipment Total	\$ 83,942.57
SubTotal	\$ 83,942.57
Sales Tax - (7.00%)	\$ 5,875.98
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 89,818.55</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 89,818.55</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** October 14, 2024

**Presenter:** Chris Williams, Chief of Police

**Item to be Considered**

**Subject:** The Police Department is requesting our continued participation and contract for year 2024-2025 with Pitt County Schools for the Town of Winterville to supply three (3) School Resource Officers at A.G. Cox, Creekside, and W.H. Robinson.

**Action Requested:** Approve the SRO agreement with Pitt County Schools.

**Attachment:** School Resource Officer Agreement.

**Prepared By:** Chris Williams, Chief of Police

**Date:** 10/2/2024

**ABSTRACT ROUTING:**

TC: 10/7/2024

TM: 10/7/2024

Final: tjp - 10/7/2024

**Supporting Documentation**

Pitt County Schools has requested that the Town of Winterville continue the SRO contract to supply three (3) School Resource Officers (SROs) in the County schools in our jurisdiction.

Pitt County Schools has proposed a one year contract which will pay the Officers' salary and benefits **(\$265,929.19)** and the Town of Winterville is responsible for the equipment, uniforms, vehicle, training, etc.

These officers will be assigned to A.G. Cox Middle School, W.H. Robinson Elementary School, and Creekside Elementary School. The County will make 12 monthly installments to the Town to reimburse the salary and benefits cost. As with other SRO's throughout the county, this Contract is renewed annually to address changes in salary or details.

**Budgetary Impact:** The Department's current budget will absorb personal equipment, uniforms, training costs, etc..

**Recommendation:** Staff recommends Approval of the School Resource Officer Agreement.

**NORTH CAROLINA**  
**PITT COUNTY**

**WINTERVILLE POLICE DEPARTMENT**  
**SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT**  
**2024–2025**

This Winterville Police Department School Resource Officer Program Agreement for the 2024–2025 School Year (“Agreement”) is made and entered into this the \_\_ day of June, 2024, by and between The Pitt County Board of Education, a body politic and corporate, organized and existing under the laws of the State of North Carolina (the “School System”) and the Town of Winterville, a municipal corporation in the State of North Carolina (the “Town”) (individually “Party” and collectively the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Town has established, organized, and maintained an accredited law enforcement agency, the Winterville Police Department (“WPD”), with territorial jurisdiction and all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina within the corporate limits of the Town, pursuant to N.C.G.S. § 160A-281 and N.C.G.S. § 160A-285;

**WHEREAS**, the School System currently serves more than 23,000 students in 37 schools in Pitt County;

**WHEREAS**, the Parties have a close working relationship and desire to create a safe and secure environment on the campuses of the School System which are located within the corporate limits of the Town;

**WHEREAS**, this Agreement establishes the Parties’ duties and obligations concerning the Town’s involvement in the School System’s School Resource Officer (“SRO”) Program (the “SRO Program”) utilizing WPD officers in and upon the School System’s schools, which are located within the corporate limits of the Town and are part of this Agreement;

**WHEREAS**, the Parties recognize the benefits of the Town’s participation in the SRO Program;

**WHEREAS**, the Town agrees to provide to the School System and manage three (3) full-time SROs and provide supplies and equipment necessary to support the SROs, and the School System agrees to reimburse the Town for its expenses in providing the said SROs for the SRO Program, as set forth herein; and

**WHEREAS**, the Parties desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the Parties pursuant to the SRO Program.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements contained herein below, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1.0 Goals and Objectives.** The Parties share the following goals and objectives regarding the SRO Program.

- 1.1 To provide a safe, inclusive, and positive learning environment for students, educators, principals and assistant principals (individually “school administrator” and collectively “school administrators” unless otherwise stated), volunteers, and other members of the school community; and
- 1.2 To foster an efficient and cohesive SRO program that will build positive relationships between law enforcement officers and school administrators, parents, and students.

**2.0 SRO Program Manual.** To effectuate the goals and objectives of the SRO Program, the Parties have developed and agree to be bound by the terms set forth in an SRO Program Manual which establishes standards governing SRO conduct and the relationship between the SROs and school administrators. The SRO Manual is attached hereto as **Attachment A** and is hereby incorporated into this Agreement.

- 2.1 No later than October 31, 2024, school administrators at schools where SROs are assigned and SROs must read the SRO Manual and execute an Acknowledgement. The Acknowledgement is attached hereto as **Attachment B** and is hereby incorporated into this Agreement.
- 2.2 The Parties agree that their employees will adhere to the conditions set forth in the SRO Manual.
- 2.3 Nothing in this Agreement shall be construed to bar additional training to foster collaboration between school administrators and SROs or for any other purpose deemed necessary by the Parties.

**3.0 The Town’s Obligations.**

**3.1** The Town agrees to employ three (3) SROs during the term of this Agreement for primary placement at A.G. Cox Middle School, W.H. Robinson Elementary School, and Creekside Elementary School. The SROs assigned by the Town may be assigned to and used among any and all public schools within the jurisdiction of WPD. The assignments can be changed upon agreement by the Parties.

**3.1.1** In the event that the SROs serving under this Agreement shall cease to serve as SROs, the Town shall, with written approval from the School System, provide a replacement WPD officer or replacement officers to continue the Town’s obligations as herein stated for the remaining term of the Agreement at no change in monthly reimbursement due under the Agreement for the remainder of the term.

**3.1.2** It is expressly understood and agreed that temporary absences by the SROs shall be minimized to the greatest extent possible during the school year. In the event an SRO is temporarily absent from work, the Town shall provide notice of the SRO’s absence to the affected school administrators and the School System’s Security Department (“Security Department”) pursuant to Section 8.0 herein.

- 3.1.3** If an SRO's temporary absence was not scheduled in advance (e.g. sickness, death of a family member, medical emergency, etc.) or the SRO is absent from work for a scheduled absence (e.g. vacation, continuing education, etc.), the Town, to the extent reasonably practicable, agrees to assign another officer to substitute for the SRO. In no event, shall the School System be without a certified law enforcement officer for more than five (5) consecutive school days, and on any day that the School System is without a replacement certified law enforcement officer, the Town will increase patrols in the vicinity of the SRO's assigned schools, walkthrough the SRO's assigned schools at least three times per day during each day that the SRO is absent, and shall have an officer meet at least once daily with school administration to discuss any concerns.
- 3.1.4** Except as otherwise may be required by the Town in its sole discretion to address a serious emergency, the Town should not utilize the SROs during the designated workday for duties other than those set forth in this Agreement.
- 3.2** The Town agrees to provide and administer the SROs' salaries and employment benefits in accordance with the applicable salary schedules and employment practices of the Town, including but not necessarily limited to: sick leave, annual leave, retirement compensation, workers' compensation insurance, dental insurance, and health insurance. The SROs shall be subject to all other personnel policies and practices of the Town. To the extent that there are conflicts between Town policy related to salary and employment benefits and the terms and conditions of this Agreement, Town policy related to salary and employment benefits shall control.
- 3.3** The Town shall only assign SROs to the School system who meet all of the following basic qualifications:
- 3.3.1** Have at least three (3) years of law enforcement experience, unless this requirement is waived by the Parties.
- 3.3.2** Complete an SRO training course which is approved by the North Carolina Criminal Justice Education and Training Standards Commission. If the SRO does not possess certification of completion of an SRO training course which is approved by the North Carolina Criminal Justice Education and Training Standards Commission, the Town will ensure that the SRO participates in the next available SRO training course offering which is approved by the North Carolina Criminal Justice Education and Training Standards Commission to obtain this certification.
- 3.3.3** Complete Crisis Intervention Training ("CIT") certification through an accredited college, or other CIT provider approved by the Town. If the SRO does not possess CIT certification, the Town will ensure that the SRO participates in the next available course offering to obtain CIT certification.
- 3.3.4** Possess knowledge of the applicable federal and state laws, Town and Pitt County ordinances, and the School System's policies and regulations.



- 3.3.5** Be capable of conducting in-depth criminal investigations and investigations of delinquencies.
- 3.3.6** Possess an even temperament.
- 3.3.7** Be capable of setting a good example for students.
- 3.3.8** Receive annual training in school-based violence.
- 3.3.9** Possess positive experience working with youth and/or in a school setting and should be willing and able to serve as mentors for students.
- 3.3.10** Have no substantiated evidence of harassment, discrimination, improper use of force, or other serious performance issues in his or her work history that would make the officer inappropriate for performing duties as an SRO.
- 3.3.11** Possess communication skills that would enable the officer to function effectively within the school environment.
- 3.4** The Town acknowledges that the requirements of N.C.G.S. § 115C-332.1 apply to this Agreement. The Town shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Town certifies that no individual may provide services to the School System under this Agreement if he or she appears on any of the herein stated sex offender registries.
- 3.5** The Town agrees to provide each SRO with all equipment which is not school-specific, including but not limited to the following equipment:
  - 3.5.1** The standard issue firearm and rounds of ammunition for each SRO.
  - 3.5.2** Office supplies and forms required in the performance of each SRO's duties.
  - 3.5.3** Appropriate Town vehicles to perform the duties and assignments under this Agreement.
- 3.6** The Town shall ensure that the SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in addition to any training and certifications required for SROs. Except in rare circumstances when training is not otherwise available, all training shall be conducted during the summer months when school is not in session.
- 3.7** The Town shall designate a regularly employed law enforcement officer ("SRO Supervisor") to supervise the assigned SROs and to coordinate the functions of the SROs in the SRO Program with the Security Department. The duties of the SRO Supervisor shall include ensuring SRO compliance with directives and policies of the Town and the School System, coordinating SRO scheduling and work hours (e.g. vacation requests, sick leave, training, etc.), communicating all emergencies or any

other useful information to the School System's Security Town, communicating any temporary SRO replacements with the name of the officer and contact information to the School System's Security Town, addressing concerns and complaints regarding performance and conduct of SROs in collaboration with the School System and in accordance with Town protocols.

**3.8** The Town shall ensure that the SRO Supervisor and any other required representatives attend meetings with School System to discuss issues relevant to the SRO Program and its operations. The Town shall also ensure that the SRO meets with School System personnel at least once annually to discuss issues relevant to the SRO Program and its operations. The School System shall ensure that the scheduling of the herein stated meetings does not conflict with the Town's needs, including SRO assignments.

**3.8.1** The School System shall provide annual training to the SROs no later than September 30, 2024. This annual training shall include training on the School System's behavioral support and discipline policies, the School System's SRO policies and procedures, a discussion of the School System's commitment to using its policies to ensure a safe and orderly educational environment and the fair and equitable treatment of all students when addressing student behavior, the role of SROs in making disciplinary referrals when necessary, the limited role of SROs within the School System's behavioral support and discipline system, and the documentation that must be developed and maintained by SROs in the SRO Program.

#### **4.0 The School System's Obligations.**

**4.1** The School System shall reimburse the Town for the SROs provided at a total annual cost of **TWO HUNDRED SIXTY-FIVE THOUSAND NINE HUNDRED TWENTY -NINE DOLLARS and 19/100 (\$265,929.19)**. The School System shall reimburse the Town in twelve (12) monthly payments payable in advance or on the day before the last day of each month starting July 1, 2024 and continuing through June 30, 2025. Overtime and additional duty assignments are not included in this reimbursement and may not be added to the monthly invoice or invoiced separately.

**4.1.1** If an SRO ceases to serve as an SRO and no replacement is appointed and assigned by the Town for the remainder of the term of this Agreement, monthly payments due from the School System pursuant to paragraph 4.1 will be reduced accordingly.

**4.1.2** Except as provided in Section 4.2.2, in the event an SRO is absent or unable to perform the duties under this Agreement, the reasons for such absence or unavailability are not attributable to the School System (either the Town requires the SRO to be absent or the SRO is absent due to sickness, disability, otherwise not available), and the Town fails to provide the School System with adequate supplemental coverage as set forth in Section 3.1.3, then the School System may reduce the compensation payable to the Town under this Agreement on a prorated basis and such reduction shall be credited or repaid to the School System.

- 4.1.3** In the event of an emergency when an SRO is ordered by the Town to leave his/ her school duty station during normal duty hours as described in Section 3.1.4 above and to perform other services for the Town, the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the School System to the Town shall be reduced by the number of hours of SRO services not provided to the School System or the hours shall be made up in a manner determined by mutual agreement of the Parties.
- 4.2** The maximum number of hours that the SROs shall be on-duty in a work day under this Agreement shall not exceed the maximum number of hours allowed by APD's policy. Specific SRO duty hours at a particular school shall be set by mutual agreement between the School System, at the direction of the principal of the school to which the SRO is assigned, and the Town. The duty hours shall begin when an SRO arrives at the destination assigned by the principal and shall end when the SRO leaves the destination assigned by the principal, thereby ending the SRO's work day. The actual duty hours for each officer shall be recorded on time sheets provided by the Town, and the principal or the principal's designee of the school to which the SRO is assigned shall review and sign the time sheet of the SRO each work period. The principal, or the principal's designee of the school to which the SRO is assigned, shall approve in writing any overtime of any SRO, and such overtime costs shall be reimbursed by the School System to the Town upon receipt of proper documentation. The principal of the school to which the SRO is assigned shall provide the Town with an executed copy of the approved overtime for any SRO and the amount of overtime approved. Such overtime will be compensated as indicated below and pursuant to personnel policy and practices of the Town and WPD ("Town policy") and overtime regulations contained in the Fair Labor Standards Act.
- 4.2.1** The Parties agree any overtime hours worked during an SRO's pay period shall be compensated by the Town at the rate of time and one half for the overtime hours worked unless the SRO is permitted to adjust the SRO's work schedule during that same pay period to reduce or eliminate the extra work hours, or a combination of both overtime pay and time off as agreed by the School System, the SRO, and the Town.
- 4.2.2** Subject to the approval of the School System and Town, if an SRO elects to adjust the work schedule by taking time off to reduce or eliminate the extra work hours during a pay period, the Town will not be required to provide a law enforcement officer as a substitute, nor may the School System reduce the compensation paid to the Town for the time off taken by the SRO.
- 4.2.3** It is understood and agreed that time spent by an SRO attending court cases arising from and/or out of his/ her employment as an SRO shall be considered as hours worked under this Agreement.
- 4.3** The School System agrees to provide each SRO with the following:
- 4.3.1** Suitable accommodations at school (i.e. a lockable room with limited access, telephone, desk, chair, computer, and filing cabinet).

- 4.3.2 A radio with all school frequencies.
- 4.3.3 Keys and key-card access and/or other identification to all assigned schools.
- 4.3.4 Reasonable opportunities to address students, teachers, school administrators, and parents about criminal justice, safety, and security issues.
- 4.3.5 A dedicated parking space in an approved location for the SRO patrol car.
- 4.3.6 A School System-issued cell phone.

## 5.0 Employment, Assignment, and Control of School Resource Officers.

- 5.1 The SROs under this Agreement will be employees of the Town and not employees of the School System. The SROs will be subject to the administration, supervision, and control of the Town, except as such administration, supervision, and control is subject to the terms and conditions of this Agreement.
- 5.2 The Town, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SROs. However, the School System shall evaluate annually the SRO Program and the performance of the SRO on forms developed jointly by the Parties and attached hereto as **Attachment C**. Attachment C is hereby incorporated into this Agreement. It is further understood that the School System's evaluation of an SRO is advisory only and that the Town retains the final authority to evaluate each SRO.
- 5.3 In addition to annual evaluations as herein stated, school administrators have been instructed by the School System to immediately advise the Security Specialist, John Jenkins, of the Security Department (the "Security Specialist"), in writing, if an SRO is not effectively performing his or her duties or responsibilities, and/or receives a complaint from a staff member, student, parent, or other member of the school community about actions or conduct of the SRO. The Security Specialist will report written complaints to the SRO Supervisor, provide a copy of the written complaint to the SRO Supervisor, undertake an investigation into the allegations of the complaints, prepare a written investigative report which shall include findings of the Security Department's investigation ("Security Department investigative report"), and shall provide the SRO Supervisor with a copy of the Security Department investigative report.
  - 5.3.1 If a school administrator observes or is advised that an SRO is continuing to engage in conduct that was the subject of a written complaint or a school administrator makes a third written complaint within two (2) academic years to the Security Department about the SRO and the allegations of this third written complaint within two (2) academic years is substantiated by the Security Department in a Security Department investigative report, the Security Department shall then recommend to the SRO Supervisor that the SRO be removed from the SRO Program, shall prepare a written report recommending removal, which shall include the factual basis for the recommendation and contain the written approval by the School System's

Superintendent (“Security Department removal recommendation report”), and shall provide the SRO Supervisor with a copy of the Security Department removal recommendation report.

**5.3.2** Upon receipt of the Security Department removal recommendation report and if upon review by the Town, there is verifiable, documented evidence of ongoing performance issues that have persisted despite the SRO being provided notice and an opportunity to improve, the Town shall agree to remove the SRO from serving in the SRO Program.

**5.3.3** In addition, if the Security Department documents SRO misconduct that threatens the health or safety of students or staff, the Security Department will immediately notify the SRO Supervisor of the SRO’s misconduct and provide copies of such all records documenting such misconduct. The Town shall promptly remove the SRO from serving in the SRO Program until the completion of the Town’s review of the misconduct as alleged, consistent with the Town’s policies and ordinances and this Agreement.

**5.3.4** Notwithstanding the foregoing, nothing in this Agreement shall prohibit the School System’s Superintendent from preventing the access of any individual, including the assigned SRO, to School System property if the School System’s Superintendent determines it is in the best interest of the health and safety of students. Likewise, the Town reserves the right to remove the SRO from duty as an SRO in the SRO Program.

**5.3.5** Additionally, notwithstanding the foregoing, the School System understands that any and all information communicated or otherwise provided to the Town and/or gathered by the Town regarding a School System-initiated complaint or otherwise regarding the SRO, including but not limited to the School System’s annual evaluation of the SRO and/or the results of any School System investigation, is part of the SRO’s personnel file, is confidential pursuant to N.C.G.S. § 160A-168, and is not subject to inspection except as allowed by N.C.G.S. § 160A-168(c).

**5.4** The School System reserves the right to request that the contract services of an individual SRO be terminated if the principal-SRO relationship cannot, in the discretion of the School System, be successfully negotiated.

## **6.0 Insurance and Indemnification.**

**6.1** While working as SROs in the SRO Program, the SROs shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as a law enforcement officer normally possesses. While on duty at a school location, the SROs shall respond to requests and suggestions by the principal, but shall remain subject to the lawful operational commands of his / her superior officers in the Town.

**6.2** Except as may be provided for a remedy for breach of the financial obligations of this Agreement:

**6.2.1** To the fullest extent permitted by law, the School System shall indemnify and hold harmless the Town, its officials and officers (elected and non-elected), employees, agents, representatives, and consultants against any liability arising out of or in connection with any of the operations or obligations of the School System, including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from any and all claims, demands, damages, losses, lawsuits, and other proceedings, judgments, causes of action, liabilities, civil penalties, charges, costs, and expenses, including without limitation attorneys' fees, which are attributable to bodily or personal injury, sickness, disease, or death, or to injury to or destruction of tangible property caused by acts or omissions of the School System or anyone for whose acts the School System may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.

**6.2.2** Likewise, to the fullest extent permitted by law, the Town shall indemnify and hold harmless the School System, its officials and officers (elected and non-elected), employees, agents, representatives, and consultants against any liability arising out of or in connection with any of the operations or obligations of the Town, including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from any and all claims, demands, damages, losses, lawsuits, and other proceedings, judgments, causes of action, liabilities, civil penalties, charges, costs, and expenses, including without limitation attorneys' fees, which are attributable to bodily or personal injury, sickness, disease, or death, or to injury to or destruction of tangible property caused by acts or omissions of the Town or anyone for whose acts the Town may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.

**6.3** The Town shall hold the School System free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising out of allegations or unfair or unlawful employment practices brought by the SRO, which are attributable solely to the Town.

**7.0 Term of the Agreement.** The term of this Agreement is one (1) year commencing on July 1, 2024 and ending on June 30, 2025.

**8.0 Notice.** Any notice or other communication provided for herein by a Party shall be in writing and served upon the other Party by either (A) hand-delivery, (B) electronic mail or facsimile transmission, and/or (C) by overnight courier service (with all fees prepaid) to the receiving Party as follows, or to any other address which either Party may hereafter designate for itself in writing:



**FOR THE TOWN**

Town of Winterville  
2751 Railroad Street  
Winterville, NC 28590  
Telephone: (252) 215-2395  
Facsimile: (252) 215-2461  
Email: [Chris.williams@wintervillenc.com](mailto:Chris.williams@wintervillenc.com)  
(Chris Williams, Chief of Police)

*With a Copy to:*  
Town of Winterville  
2751 Railroad Street  
Winterville, NC 28590  
Telephone: (252) 215-2340  
Facsimile: (252) 215-2451  
Email: [terri.parker@wintervillenc.com](mailto:terri.parker@wintervillenc.com)  
(Terri Parker, Town Manager)

**FOR THE SCHOOL SYSTEM**

Pitt County Schools  
School Security Department  
300 Sylvania Street  
Winterville, North Carolina 28950  
Telephone: (252) 830-2313  
Facsimile: (252) 830-1277  
Email: [jenkinj@pitt.k12.nc.us](mailto:jenkinj@pitt.k12.nc.us)  
(John Jenkins, Security Coordinator)

*With a Copy to:*  
The Pitt County Board of Education  
1717 West Fifth Street  
Greenville, North Carolina 27834  
Telephone: (252) 830-4227  
Facsimile: (252) 830-0099  
Email: [ehodson@pitt.k12.nc.us](mailto:ehodson@pitt.k12.nc.us)  
(Emma J. Hodson, Attorney for The Pitt  
County Board of Education)

If either Party hereto changes its address or other contact information for purposes of this Agreement, the Party so changing shall give the other Party appropriate written notice of change of address in the manner specified above.

- 9.0 Termination of Agreement.** This Agreement may be terminated by either Party with or without cause (for convenience) upon sixty (60) days' written notice to the other Party as provided in Section 8.0 herein. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the Town for all services performed prior to the date of termination.
  
- 10.0 Arm's Length Negotiation.** The Parties further agree that this Agreement is to be deemed to have been prepared jointly by the Parties hereto, after arm's length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against the other Party. The Parties further agree to sign any and all instruments or documents necessary to carry out the full purpose and intent of this Agreement. This Agreement shall be binding upon the Parties and their successors in interest.
  
- 11.0 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, related to the subject matter of this Agreement.

- 12.0 Amendment and Modification.** This Agreement may be modified or amended by mutual consent of the Parties as long as the amendment is executed in the same fashion as this Agreement. Notwithstanding the foregoing, the Parties may develop additional policies and procedures by consent to implement this Agreement, including but not limited to policies and procedures regarding reporting requirements and sharing information between the School System and the Town. Further, each Party may develop internal policies and procedures to implement their respective obligations under this Agreement.
- 13.0 Consideration.** For and in consideration of the Town providing the SROs for participation in the SRO Program as described herein, the School System agrees to reimburse the Town for the cost of the SROs, as described in this Agreement.
- 14.0 Severability.** The non-enforceability or illegality of any provision of this Agreement shall not render the other provisions unenforceable, illegal, or invalid.
- 15.0 Headings.** The paragraph headings contained herein are only for convenience and reference, and are not intended to be part of this Agreement or in any manner to define, limit, or describe the scope and intent of this Agreement for the particular paragraph to which they refer.
- 16.0 E-Verify Compliance.** The Parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if either Party utilizes a subcontractor, the Party shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Parties represent that they and their subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 17.0 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Pitt County, North Carolina.
- 18.0 No Third Party Benefits.** There are no third party beneficiaries to this Agreement. Nothing in this Agreement shall create or give to third parties any claim or right of action against either of the Parties, or their employees, agents, contractors, officers, officials, governing boards, or successors in interest.
- 19.0 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

**IN WITNESS HEREOF,** the Parties hereto have caused this Agreement to be executed the day and year first written above.

**[Remainder of Page Left Blank Intentionally. Signature Page Follows.]**

THE PITT COUNTY BOARD OF EDUCATION

TOWN OF WINTERVILLE

---

Ethan A. Lenker  
Superintendent

---

Terri L. Parker  
Town Manager

---

Aaron Errickson  
Executive Director of Operations

---

Chris Williams  
Chief of Police

**APPROVED AS TO FORM:**

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Emma J. Hodson  
Attorney for The Pitt County Board of  
Education

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E. Keen Lassiter  
Town Attorney

**PRE-AUDIT CERTIFICATION:**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

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Debra Baggett  
Chief Financial Officer, Pitt County Schools

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Date

**ATTACHMENT A**

**PITT COUNTY SCHOOLS  
SCHOOL RESOURCE OFFICER PROGRAM MANUAL  
2024-2025**

# **SCHOOL RESOURCE OFFICER PROGRAM MANUAL**

## **2024-2025**

### **I. Goals of the SRO Program, Purpose of this Manual, and Prohibition on Unlawful Discrimination**

The Pitt County Board of Education is grateful for strong relationships with six law enforcement agencies. Through the Board's partnerships with the Ayden Police Department, Farmville Police Department, Greenville Police Department, Grifton Police Department, Pitt County Sheriff's Office, and Winterville Police Department, Pitt County Schools is able to have an efficient and cohesive School Resource Officer ("SRO") Program with the primary goals of (1) providing a safe, inclusive, and positive learning environment for all students, educators, administrators, volunteers, and other members of the school community and (2) building positive relationships between law enforcement officers and school administrators, parents, and students.

The purpose of this manual is to ensure that key stakeholders (i.e. principals, assistant principals, central office staff, and SROs) have a clear understanding of the role and duties of SROs, the role and duties of school system administrators, how SROs and school system administrators should collaborate to achieve the goals of the SRO program, and limitations on the relationship between SROs and the school system.

All key stakeholders should be aware that the SRO Program is to be operated without discrimination against any person on the basis of sex, gender, race, color, religion, national origin, age or disability. Under no circumstances will any stakeholder, the Board, or representative of the law enforcement agencies supplying SROs engage in any conduct in violation of state or federal anti-discrimination law in their interactions with students, including but not limited to any retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

### **II. The Imposition of School Discipline**

#### **A. Routine Disciplinary Matters**

1. Principals and assistant principals ("school administrators") shall be solely responsible for implementing the Student Code of Conduct and school discipline policies. School administrators, not the SROs, have primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters.
2. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee of the school where the student conduct arises and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules.
3. The SRO should generally not have any involvement in routine disciplinary matters, such as tardiness, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behaviors and other similar minor infractions of school rules unless such actions rise to the level of a criminal act.<sup>1</sup>
4. School administrators shall only request SRO assistance when necessary to protect the physical safety of staff, students, or others.

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<sup>1</sup> For purposes of this Manual, the word crime or criminal includes delinquency.

5. The SRO will not be involved in the questioning of students initiated and conducted by school personnel in disciplinary matters unless requested by a school administrator to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall limit his or her involvement to only what is reasonably necessary, based on his or her own observations, training, and experience, to protect the safety and security of members of the school community. The SRO shall not lead the investigation or actively question students.

## **B. Joint Law Enforcement and School Disciplinary Investigations**

1. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g., when both a school administrator and an SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work in tandem. In such events, the law enforcement investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing.

## **III. Investigation of Criminal Matters**

### **A. SRO Initiated Investigations into Criminal Activity at School**

1. SROs may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from a school administrator) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety.
2. However, any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members within the school community, while minimizing, to the extent possible, any unintended negative effects on students.
3. Additionally, all law enforcement actions and interventions to protect the safety of others and the SRO shall be consistent with all applicable laws, regulations, and policies.
4. SROs shall assess allegations of potential criminal activity committed on or adjacent to school property to determine whether further actions by law enforcement are required.
  - a. An SRO shall intervene in all situations involving mandatory reportable offenses (i.e. assault resulting in serious personal injury, sexual assault, sexual offense, rape, kidnapping, indecent liberties with a minor, assault involving the use of a weapon, possession of a firearm in violation of the law, possession of a weapon in violation of the law, or possession of a controlled substance in violation of the law). In situations involving mandatory reportable offenses, the SRO shall report the offense to his or her agency for investigation. The decision to pursue legal action shall be in the discretion of the law enforcement agency, the District Attorney, and/ or the



court.

- b. In situations involving non-reportable offenses, the SRO shall make an effort to divert cases from the court system when appropriate.
5. It is understood by the Parties that an SRO may use reasonable force when, based on the SRO's observations, training, and experience, the force is necessary to protect the safety and security of members of the school environment and comports with the SRO's law enforcement agency's procedures and protocols and all applicable laws.
6. SROs shall also, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of those present on the school campus.
7. Criminal investigations, arrests, and taking juveniles into temporary custody in accordance with Section 7B-1901 of the North Carolina General Statutes by SROs will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests.

#### **B. Investigative (Searches, Questioning, etc.), Temporary Custody, and Arrest Procedures**

1. An SRO shall promptly notify a school administrator whenever he or she asks a student questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person or compromise an ongoing criminal investigation.
2. An SRO shall promptly notify a school administrator and the parent(s) or guardian(s) of any student arrested for a criminal offense or taken into temporary custody pursuant to Section 7B-1900 of the North Carolina General Statutes.
3. All SRO questioning or searches of students suspected of criminal wrongdoing and/or searches of property by an SRO must be in accordance with applicable law. In particular, SROs and school administrators should be familiar with the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. Except as set out in Paragraph 1 of this Subsection, SROs should contact a school administrator before questioning or searching a student regarding an investigation into suspected criminal activity to determine if a school administrator should be present during the questioning or searching.
4. If an SRO questions, searches, arrests, or takes a student into temporary custody at school, all reasonable efforts will be made by the SRO and a school administrator to remove the student from other students and/ or bystanders or otherwise to minimize attention to the student.
5. At no time shall any SRO request that any PCS employee lead or conduct a search of a student for law enforcement purposes or request that a PCS employee act as an agent of law enforcement. At no time shall a school administrator or PCS employee request that an SRO conduct a search of a student for school disciplinary investigations.

6. The SRO shall participate in searches of students or their belongings in school disciplinary investigations only if their assistance is requested by school personnel and the SRO agrees, based on his or her observations, training, and experience, that the requested assistance is necessary to maintain a safe and secure school environment.

### **C. Non-School Investigations**

1. SROs shall refrain from questioning students at school regarding non-school related matters unless the SRO has a warrant or unless questioning, searching, arresting, or taking a student into temporary custody on school property at that time is necessary, in the discretion of the SRO, for the success of a law enforcement investigation or to prevent injury or crime.

## **IV. SROs as a Mentors and Members of the School Community**

- A.** The SRO shall conduct himself or herself as a role model at all times and in all facets of his or her work and shall seek to establish a strong rapport with school administrators, faculty, staff, students, parents, and others associated with the school. SROs shall also encourage students to develop positive attitudes towards the school, education, law enforcement officers, and positive living in general.
- B.** SROs are strongly encouraged to attend meetings held during the SRO's regular duty hours of parent and faculty groups to solicit their support and understanding of the SRO Program and to promote awareness of law enforcement functions.
- C.** SROs shall be familiar with community agencies that offer assistance to students and their families, including but not limited to mental health services and drug treatment centers, and shall provide information on such agencies to students, parents, and/ or school administrators when appropriate. In addition and when appropriate, the SRO shall provide information to school administrators, students, and parents regarding additional resources offered by community agencies or the agencies providing afterschool and summer programs and opportunities for youth.
- D.** SROs may answer questions and /or provide general information regarding North Carolina criminal or juvenile laws but should not to give legal advice.
- E.** SROs shall attend meetings held during the SRO's regular duty hours of **Sudents Against Destructive Decisions (SADD) groups in schools and SADD groups as requested. SADD groups are student-run programs that educate the school community about issues related to drug and alcohol abuse, sexual activity, depression, bullying, and suicide within the student population.**
- F.** SROs shall, whenever possible and in accordance with guidance from the school principal or designee, participate in or attend school functions during the SRO's regular duty hours, in order to assist in the safe operation of school-related programs.
- G.** SROs shall wear the official law enforcement uniform or other apparel approved by their respective law enforcement agencies at all times while on-duty and serving on school property and shall make best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely

to occur.

- H. Unless approved in writing by the head of the SRO's agency, SROs are not to be used on a daily or routine basis for traffic direction at or adjacent to school property.
- I. The SRO shall remain on the school grounds in accordance with the schedule agreed upon between the school system and the SRO Supervisor. Any changes to this schedule and any SRO substitutions should be communicated by the SRO Supervisor to the Security Specialist and principals of any affected schools with as much advance notice as possible under the circumstances.

## **V. Communication Between School Administrators and SROs**

### **A. At the School Level**

1. Open communication between SROs and school principals is encouraged at all times to ensure a collaborative and productive relationship.
2. SROs, school administrators, and designees of the school principals are expected to meet on a regular basis, both formally and informally, to discuss school safety concerns, duties, and responsibilities. SROs, school administrators, and designees of school principals are all expected to initiate such meetings to promote open and strong communication.
3. Principals are authorized by the Board and are expected to timely report any alleged criminal activities that occur on campus to the assigned SRO in compliance with all applicable state laws and relevant Board policies.
  - a. Presently, criminal offenses that must be immediately reported to the SRO include: (1) assault resulting in serious personal injury; (2) assault involving the use of a weapon; (3) assault on school officials, employees, or volunteers; (4) making bomb threats or engaging in bomb hoaxes; (5) willfully burning a school building; (6) homicide; (7) kidnapping; (8) unlawful, underage sales, purchase, provision, possession, or consumption of alcoholic beverages; (9) possession of controlled substances in violation of law; (10) possession of a firearm; (11) possession of a weapon; (12) rape; (13) robbery with a dangerous weapon; (14) sexual assault (not involving rape or sexual offense); (15) sexual offense; and (16) taking indecent liberties with a minor.

### **B. With General Administration and Principals**

1. During the months of September 2024 through June 2025, the SRO Supervisor shall provide to the PCS Security Specialist a monthly report of the aggregated number of referrals. A copy of these reports must be transmitted to the Security Specialist no later than the fifth day of the following month (e.g. the report for September 2024 should be transmitted no later than October 5, 2024).
2. During the months of September 2024 through June 2025, the SRO Supervisor shall provide to the Security Specialist a report of all school-based or related actions taken by that agency's SROs and all matters that were referred to the court system within that reporting period. These reports will also include information known to the SRO

Supervisor or his or her agency regarding the outcome of any matter referred to the court system (if the matter has been decided in the reporting period) and the involvement of Pitt County Schools or an individual school in the proceeding (e.g. if district employees or students were called as witnesses). A copy of these reports must be transmitted to the Security Specialist no later than the fifth day of the following month (e.g. the report for September 2024 should be transmitted no later than October 5, 2024).

3. During the months of September 2024 through June 2025, SROs shall complete monthly security assessments for each of the SROs' assigned schools. The SRO Supervisor will provide copies of the security assessment reports completed by SROs to the Security Specialist and respective principals no later than the last day of the month (e.g. the report for September 2024 is due no later than September 30, 2024).

## **VI. Transporting PCS Students**

- A. SROs shall not transport any students in their vehicles unless either (1) the student is a victim of a crime and is being transported to a medical facility or to the SRO's law enforcement agency or (2) the student is under arrest or has been taken into temporary custody.
- B. SROs shall notify the principal before removing a student from campus.
- C. SROs shall not transport students in their personal vehicles. If an SRO does not have an agency vehicle, then a patrol unit shall be dispatched to assist the SRO.

## **VII. Sharing Education Records**

- A. Pitt County Schools officials are required to comply with the Family Educational Rights and Privacy Act ("FERPA"). Under FERPA, education records (i.e. records, files, documents, and other materials, including security footage, that are directly related to a student and maintained by Pitt County Schools or by parties acting for Pitt County Schools) may only be disclosed to SROs in certain circumstances.
- B. SROs shall not automatically have access to educational records or personally identifiable information about a student in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purposes. Circumstances where school officials may disclose relevant educational records and personally identifiable information contained in those records with SROs include, the following:
  1. The student's parent or the guardian or the student (if 18 years of age or older) consents in writing to disclose education records to the SRO;
    - a. NOTE: Consent must be obtained using Pitt County Schools' FERPA Authorization Form which is included in this manual as Appendix I.
  2. The information sought (again for a specific purpose) is directory information (e.g. student home address, student phone number, etc.);
    - a. NOTE: Students' parents or guardians or students who are 18 years of age or older may opt out of sharing directory information. School system officials are NOT permitted to share directory information if an opt out has occurred.



- b. ALSO NOTE: School officials may not confirm non-directory information to an SRO. For example, if an SRO provides a student's name and social security number (or other non-directory information) to school officials and is seeking additional directory information, school officials may not use a social security number or other non-directory information to search for the student's records as opposed to a name because using non-directory information to search for a student is considered to be confirming the accuracy of non-directory information to the SRO.
3. Pursuant to a subpoena, warrant, or other court order;
- a. NOTE: Prior to complying with a warrant, subpoena, or other court order, FERPA requires school officials to make a reasonable effort to notify the parent, guardian, or student who is over 18 years of age of the subpoena or court order to give an opportunity to the parent, guardian, or eligible student to object or seek other protective action. School officials should contact in-house counsel upon the receipt of any warrant or subpoena seeking educational records. A template of an Order for Release of Educational Records that legal counsel for SROs may utilize to obtain education records is included in this manual as Appendix II.
  - b. ALSO NOTE: There are three situations where making a reasonable effort to notify parents, guardians, or students over 18 years of age is not required: (1) a court issuing a *federal grand jury* subpoena may direct school officials to keep the existence or contents of the subpoena confidential even as to the involved student and/ or parents; (2) a subpoena issued for any other *law enforcement purpose* may similarly direct the school to keep the subpoena confidential; and (3) *federal law enforcement* authorities may obtain *ex parte* secret subpoenas of student records in *terrorism investigations*.
  - c. An SRO who is taking steps to obtain a warrant, subpoena, other court order, or parental consent to obtain FERPA protected records, may ask school administrators or the School Security Department to preserve relevant FERPA protected records, including security camera footage, prior to obtaining the warrant, subpoena, other court order, or parental consent. Upon receiving a request for preservation from the SRO, school administrators and the School Security Department shall secure and prevent the destruction of any records requested by the SRO, including those records that may be maintained by other custodians (e.g. teachers), until the SRO provides a warrant or written parental consent. Upon producing the warrant or written parental consent, school administrators or the School Security Department will produce the requested records to the SRO.
4. A health or safety emergency exists;
- a. NOTE: School officials may disclose educational records under this exception to "appropriate persons" without consent in connection with an emergency when school officials perceive an "articulable and significant threat" to the health or safety of the student or others under the totality of the circumstances.
    - i. The standard for when a health or safety emergency exists is flexible. School officials should generally not release education records based on a not fully formed sense that a student "might" do something at some indeterminate point

in the future, but they are also not required to delay a release until the moment a student is on-campus with a gun. Ultimately, school officials need to be able to articulate a basis for reasonably believing that a student poses a significant risk of harm to himself or herself or others.

- ii. Examples of articulable threats might include (but are not limited to) students making statements about suicide or violence toward others, displaying unusually erratic or angry behaviors, or engaging in similar conduct that school officials would reasonably see as posing a risk of serious harm. By contrast, merely knowing that a student has access to a large cache of weapons at home—without accompanying behavioral red flags—would likely not rise to the level of an articulable or significant threat.
- b. SROs and other law enforcement officials are considered appropriate persons who need information to protect the health or safety of the student or others.
5. Records concern registered sex offenders and the information was provided to school officials pursuant to federal law (i.e. Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Act).
- C. School officials and SROs should be aware that it is the position of Pitt County Schools that Section 7B-3100 of the North Carolina General Statutes does not create a FERPA exception that allows for the sharing of records related to the “juvenile justice system.” However, FERPA does permit school officials to report child abuse and neglect to DSS.
  - D. Information obtained through a school official’s personal knowledge or observation (e.g. a teacher overhears a student make a threatening remark, observes a change in a student’s behavior, or reads a threat posted on the school’s social media page) is not an education record and can be disclosed to SROs even if an education record exists containing the information.
1. NOTE: The general rule that personal knowledge and observations can be shared with law enforcement DOES NOT apply to school officials who have a role in making a determination that generates a protected educational record (e.g. a psychologist may not disclose to an SRO information learned about a student’s behavior that the psychologist used in a report or assessment to determine a student’s eligibility for special education; a principal may not advise an SRO that a student is suspended; etc.).

## **VIII. Evaluation of SROs and Complaints Regarding Program Participants**

- A. Each SRO is employed by either the Ayden Police Department, Farmville Police Department, Greenville Police Department, Grifton Police Department, Pitt County Sheriff’s Office, or Winterville Police Department. Although personnel decisions are ultimately made by an SRO’s employer, principals shall provide annual advisory evaluations of SROs utilizing a form developed by the Board and these six law enforcement agencies. The Pitt County Schools Security Specialist shall collect evaluation forms from principals and solicit feedback from the superintendent and other administrators annually. The Security Specialist shall then submit the evaluation forms and any other feedback to the applicable law enforcement agency.
- B. In addition to annual evaluations, principals and school system administrators should

immediately advise the Security Specialist, in writing, if an SRO is not effectively performing his or her duties or responsibilities and/or a staff member, student, parent, or other member of the school community has complained about actions of the SRO. Depending on where the SRO is employed, the Security Specialist will forward any written complaints to the officer supervising the SRO made the subject of the complaint by the end of the workday following the workday on which the complaint is received. The Security Specialist will then undertake an investigation into the allegations of the complaint, gather written witness statements from any individuals with information relevant to the complaint, and shall complete a written report of the investigator's findings and conclusion as to whether the allegations of the complaint were substantiated or not. The written report shall also be submitted to the subject SRO's supervising officer within one work day from its completion.

- C.** SROs shall immediately notify the SRO Supervisor in writing of any credible complaint received from a staff member, student, parent, or other member of the school community, or of any incident an SRO observes, involving the use of inappropriate or excessive physical force by a teacher, school administrator, or other School System employee or volunteer. The SRO Supervisor shall then forward any such complaint to the School System Security Specialist.

**APPENDIX I**

**AUTHORIZATION FOR RELEASE OF EDUCATION RECORDS**

I, \_\_\_\_\_ (name of parent/guardian/student if 18 or older), hereby give permission for officials of Pitt County Schools to disclose confidential education records of the Student, \_\_\_\_\_ (name of student), and/or any personally identifiable information contained in those education records to the following (name of recipient and address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The education records governed by this waiver shall include (*check all that apply*):

- Transcripts, report cards, and other grade reports
- Attendance information
- Disciplinary records
- Cumulative file
- Special education file
- Immunization records
- Other health records
- Other (please specify):

These records may be disclosed (check one):

- Upon the authorized person’s request; OR
- One time only, upon execution of this consent.

This information is provided for the following purpose:

- To provide relevant information to the Student’s medical provider(s);
- To assist in meeting the Student’s educational needs; OR
- Other (please specify): \_\_\_\_\_

I understand that I may revoke this authorization at any time by providing my signed written notice to the appropriate Pitt County Schools officials. Absent such notice, this authorization shall expire on \_\_\_\_\_ (date).

I acknowledge that this form constitutes my written consent to release written consent to the release of confidential, personally identifiable information that is protected under the federal Family Educational and Privacy Rights Act (FERPA) and state law governing the confidentiality of student records and personally identifiable information contained in such records. I certify that I am more than eighteen years old and that I have authority to execute this authorization.

\_\_\_\_\_  
Signature of parent/guardian/student 18 or older \_\_\_\_\_  
Date

Name (please print)

\_\_\_\_\_  
Address City State Zip



**APPENDIX II-COURT ORDER TEMPLATE**

STATE OF NORTH CAROLINA  
COUNTY OF PITT

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION

IN RE: \_\_\_\_\_

ORDER FOR RELEASE OF EDUCATIONAL  
RECORDS

THIS CAUSE HAVING COME ON TO BE HEARD before the undersigned District Court Judge presiding, and it appears to the court:

1. That there is an ongoing criminal investigation by **\*\*OFFICER'S NAME\*\*** of the **\*\*NAME OF LAW ENFORCEMENT AGENCY\*\*** regarding **\*\*TYPE OF INCIDENT\*\*** that occurred on or about **\*\*DATE OF INCIDENT\*\*** which is a violation of the North Carolina General Statute \_\_\_\_\_.
2. That the alleged offenses occurred at \_\_\_\_\_ School, a public school that is part of the Pitt County Public School System.
3. Upon information and belief, **\*\*INFORMATION YOU ARE SEEKING\*\*** (for example there is video surveillance of the crime scene and there are statements to school administrators made by four students associated with this investigation).
4. Upon information and belief, said video surveillance and student statements are considered "education records" of one or more public school students under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, and contain information relevant and material to the investigation described above.
5. Under the relevant FERPA regulation, 34 C.F.R § 99.31(a)(9), an educational agency or institution may disclose personally identifiable information from an education record of a student without written parental consent if the disclosure is to comply with a judicial order or lawfully issued subpoena. The same regulation also provides that the educational agency or institution may make such disclosures only if the agency or institution makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek protective action.
6. That it is in the best interest of justice and the enforcement of the laws of the State of North Carolina to have this information disclosed to law enforcement for use in the criminal investigation described above, subject to the rights of the parent or eligible student whose records would be disclosed to seek protective action from this Court prior to disclosure.

**IT IS THEREFORE ORDERED** that any **\*\*INFORMATION YOU ARE SEEKING\*\*** contained in student education records maintained by school officials at \_\_\_\_\_ School as described in this Order be released to **\*\*OFFICER'S NAME\*\*** of the **\*\*NAME OF LAW ENFORCEMENT AGENCY\*\*** for use in the criminal investigation of this matter, after appropriate school officials have first provided reasonable notice to the parents or eligible students of their rights to seek protective action from this Court.

This the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Presiding Judge

**ATTACHMENT B**  
**SRO PROGRAM MANUAL ACKNOWLEDGEMENT**  
**(To be Completed by ALL SROs, Principals, and Assistant Principals)**

I, \_\_\_\_\_ (print name), am a key stakeholder in the success of Pitt County Schools' SRO Program.

As a key stakeholder, I acknowledge that the success of the SRO Program requires collaboration between principals, assistant, principals and SROs and a clear understanding of the roles and duties of school administrators and SROs.

By signing below, I acknowledge that I have read the SRO Program Manual developed by the Pitt County Board of Education and local law enforcement agencies to develop an understanding of the roles and duties of school administrators and SROs.

Principal/AP/ SRO Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*THIS FORM SHOULD BE SUBMITTED TO THE PITT COUNTY SCHOOLS SECURITY DEPARTMENT ON OR BEFORE OCTOBER 31, 2024. THE FORM SHOULD BE SENT VIA E-MAIL TO JOHN JENKINS ([jjenkins@pitt.k12.nc.us](mailto:jjenkins@pitt.k12.nc.us)).**

**ATTACHMENT C**  
**SRO PERFORMANCE EVALUATION METRIC 2024-2025 ACADEMIC YEAR**  
**(TO BE COMPLETED BY SCHOOL SYSTEM ADMINISTRATORS)**

**School Name:** \_\_\_\_\_

**Completed By:** \_\_\_\_\_

**Date Completed:** \_\_\_\_\_

**SRO Name:** \_\_\_\_\_

**Please respond to each of the following by writing either YES or NO.**

Question	Response
<b>Q1:</b> SRO remains on campus during normal school hours, except when necessary to attend to a law enforcement emergency, trainings, meetings, or official law enforcement business off-campus.	
<b>Q2:</b> SRO makes best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur.	
<b>Q3:</b> SRO participates in or attend school functions during regular duty hours in order to assure the peaceful operation of school-related programs.	
<b>Q4:</b> SRO conducts himself/ herself as a role model at all times and in all facets of the job and seeks to establish a strong rapport with staff, faculty, students, and others associated with the school and encourages students to develop positive attitudes toward school, education, law enforcement officers, and positive living in general.	
<b>Q5:</b> SRO initiates appropriate law enforcement actions to address criminal matters, including matter that threaten the safety and security of the school or its occupants, and/or intervenes with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety.	
<b>Q6:</b> SRO refers any reports or concerns relating to student discipline to the principal or designees and does not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules.	
<b>Q7:</b> SRO meets with principal and members of the administrative team designated by the principal on a regular basis, both formally and informally, to discuss school safety concerns, duties, and responsibilities.	
<b>Q8:</b> SRO reports any safety concerns to the school principal and/or designee and confers with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus involving students at school-related activities.	

**\*If you would like to provide any comments regarding your SRO or the SRO Program and/or if an answer above was NO, please complete the comments form below.**

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



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** October 14, 2024

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** Winterville Human Relation Board Items.

**Action Requested:** Approval of Activities.

**Attachment:** None.

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

**Date:** 10/2/2024

**ABSTRACT ROUTING:**

TC: 10/7/2024

TM: 10/7/2024

Final: tjp - 10/7/2024

**Supporting Documentation**

WHRB would like to develop a Season of Giving throughout the Town for those who are experiencing financial barriers.

There will be an variety of ways the WHRB will show warmth, peace, and joy through tidings of giving-through GIFTS in the month of December.

**Budgetary Impact:** NA.

**Recommendation:** WHRB Requests approval by Town Council.