

JACKSONVILLE CITY COUNCIL
REGULAR WORKSHOP MEETING
PROPOSED AGENDA
March 3, 2026
5:30 PM

CALL TO ORDER

ADOPTION OF PROPOSED AGENDA

ADOPTION OF MINUTES AND CONSENT ITEMS

MINUTES – February 17, 2026 Regular Meeting

CONSENT ITEMS

1. General Legislative Budget Amendment
2. Bid Award – Inspiration Field
3. Parking Lot Lease Between COJ and Rotary Foundation
4. Annexation – James Padrick – 167.64 +/- Acres
5. Recycling Contract Between COJ and Sonoco
6. Piedmont Natural Gas Distribution Easement

DISCUSSION ITEMS (ACTION MAY OR MAY NOT BE TAKEN)

7. 2026 Onslow County Property Revaluation
8. Water and Sewer Rate Model
9. Fire Protection Automatic Aid Agreements Discussion
10. Housing Policy Update

ONE CITY, OUR CITY, MY CITY MOMENT

ADJOURNMENT

COUNCIL MINUTES

REGULAR MEETING

February 17, 2026

A Regular Meeting of the City Council of the City of Jacksonville was held Tuesday, February 17, 2026 beginning at 5:30 PM in the Council Chambers of City Hall. Present were: Mayor Sammy Phillips, presiding; Mayor Pro Tem Cindy Edwards; Council Members: Mickey Smith, Logan Sosa, Dr. Angelia Washington, Jerome Willingham and Michael Yaniero. Also present were: Joshua Ray, City Manager; Ronald Massey, Deputy City Manager; Lorna Welch, City Attorney; and Rose Marshburn, City Clerk.

*A video of the Council Meeting is presently available for review on the City's website.

CALL TO ORDER

Mayor Sammy Phillips called the meeting to order at 5:33 PM.

PLEDGE OF ALLEGIANCE

Councilman Willingham led the Pledge of Allegiance.

INVOCATION

Mr. Josh Ray pronounced the invocation.

ADOPTION OF AGENDA

A motion was made by Councilman Sosa, seconded by Councilman Willingham, and unanimously approved to adopt the agenda as presented.

PUBLIC COMMENT

Carmen Spicer, 59 Kerr Street, stated that while Jacksonville promoted unity through slogans such as "One City," she believed these words must be backed by visible and intentional recognition of African American residents and their longstanding contributions to the City's culture, economy, military, and civic life. Despite their impact, she believed that these contributions were often missing from the City's public identity and branding. Ms. Spicer stressed that the issue was not about blame but about responsibility, aligning the City's public image with its true, diverse identity and ensuring all residents felt seen and valued. She expressed that greater representation in leadership was vital and would create an opportunity for meaningful progress, including continued dialogue with City leadership regarding racial equity efforts.

Melonie Marzett, 403 Altavista Loop, commended the Recreation Department and Media Services staff who were a part of the African American Read-in, which took place Sunday, February 8, 2026. She also expressed that she believed there should be a larger presence from Mayor and Council at the event moving forward.

ADOPTION OF MINUTES AND CONSENT ITEMS

A motion was made by Mayor Pro Tem Edwards, seconded by Councilman Yaniero, and unanimously approved to adopt the minutes of the February 5, 2026 Special Workshop Meeting and the Consent items as presented.

CONSENT ITEMS

GENERAL LEGISLATIVE BUDGET AMENDMENT

Budget amendment requests had been submitted since the last Legislative Budget Amendment. This budget amendment increased the use of fund balance in the General Fund by \$13,646.

Council approved the Budget Amendment.

Ordinance 2026-11, Bk. 14, Pg. 538

REQUEST TO WAIVE PENALTIES FOR JACKSONVILLE OCCUPANCY TAX

The agent with Hilton Garden Inn (HGI) made a request to Waive Penalties for Occupancy Taxes collected in December 2025. The agent filed the report on time, but they had fraudulent activity on a bank account which caused the delay in payment. The agent made the request based on their good compliance record and a bank letter explaining the late payment. HGI met the criteria for this request.

Council had authority to approve these requests pursuant to the authority granted to them by NC G.S. 160-215 and City Resolution 2010-14 which reads “The City Council has the same authority to waive the penalties for a room occupancy tax that the Secretary of Revenue has to waive the penalties for state sales and use taxes.”

Council approved the Request to Waive Penalties.

NCDOT TIP PROJECT U-5728 – UTILITY RELOCATION AGREEMENT

In July 2026, NCDOT was expected to award a construction contract to widen the intersection of Marine Boulevard at Gum Branch Road/Bell Fork Road – commonly referred to as project U-5728. Due to the necessary redesign of the utility relocation, the City’s cost increased

from \$214,930 to \$540,122. This was 50% of the total cost for utility relocation associated with State Transportation Improvement Projects. The Water and Sewer Fund was proposed to cover the increased expenses.

Council approved the NCDOT Agreement, CIP Amendment, and Budget Amendment, and authorized the City Manager or his representative to sign the agreement.

Ordinance 2026-12, Bk. 14, Pg. 540

PUBLIC HEARINGS (LEGISLATIVE)

SATELLITE ANNEXATION – STALLION CROSSING – 6.668 +/- ACRES

Ronald Massey, Deputy City Manager, provided a detailed overview of the PowerPoint Presentation herein attached as Exhibit A. On behalf of Bobby R. Morton, Tidewater Associates, submitted a petition for a voluntary satellite annexation of two tracts of land totaling 6.668 +/- acres that were not contiguous to the current City limit boundaries. The property was located off Highway 53 and Old Maplehurst Road. The developer proposed to build 26 Commercial Businesses to be known as “Stallion Crossing.”

Mr. Massey provided an overview of the voluntary satellite annexation process, which was authorized under North Carolina General Statutes (NCGS). Property owners were required to submit a petition requesting voluntary annexation to start the process. Upon receipt of the petition, the City Clerk reviewed the petition for sufficiency and compliance with NCGS, acting under the authority previously granted by the Council to conduct such investigations per City Resolution 2016-02. After determining that the petition met all statutory requirements, the Clerk certified its compliance and presented it to the Council. The Council was then required to accept the petition and schedule a public hearing, which was accomplished on February 5. The matter has now reached the stage where the Council would conduct the Public Hearing. Following the hearing and consideration of all input received, the Council would then decide whether to approve the annexation, contingent upon a determination that it was in the best interest of the City of Jacksonville.

A financial analysis of the proposed annexation indicated that it would generate a positive cash flow over a five-year period in the amount of \$1,077,000. The site in question was proposed for commercial development and was expected to accommodate 26 commercial businesses.

Jason Houston, 306 New Bridge Street, stated that he was representing the applicant for the proposed annexation. He explained that the proposed annexation area connected to a City sewer lift station, necessitating the request. However, if annexation was denied, the project would still proceed under existing county zoning, utilizing the current agreement with Onslow Water and Sewer Authority (ONWASA) to provide sewer service. The decision before the Council was whether to annex the property within the City limits.

Mayor Phillips recessed the regular meeting at 5:48 PM in order to convene the Public Hearing.

With no one desiring to speak, Mayor Phillips closed the Public Hearing at 5:49 PM and reconvened the regular meeting.

A motion was made by Councilwoman Dr. Washington, seconded by Mayor Pro Tem Edwards, and unanimously adopted to approve the Annexation Ordinance as presented.

Ordinance 2026-13, Bk. 14, Pg. 541

**MAP AMENDMENT – ZONING MAP AMENDMENT – CORNER OF BURGAW
HIGHWAY AND OLD MAPLEHURST ROAD – ESTABLISHING CITY ZONING,
CONDITIONAL CORRIDOR COMMERCIAL (CC-C)**

Referring to Exhibit A, Jennifer Ansell, Chief Code Enforcement Officer, stated that Tidewater Associates, Inc., on behalf of Bobby Morton, had submitted a request to establish City zoning as Corridor Commercial (CC) on two parcels of land located at 1513 Burgaw Highway and Old Maplehurst Road in conjunction with an annexation application.

The parcels neighbor each other and share common ownership. They were both currently zoned Conditional, Highway Business (HB-CZ) under Onslow County. After the City of Jacksonville Planning Advisory Board (PAB) meeting, the applicant revised the request to rezone both parcels to Conditional Corridor Commercial (CC-C). Parcel 1-A is approximately 3.09 acres, tax map ID#: 332-234, while parcel 1-B is 3.67 acres, tax map ID#: 332-232.

Ms. Ansell stated that notice of the Public Hearing was posted on the property site, placed in the newspaper, and mailed to adjoining property owners in accordance with NCGS. Certified mail notices were also sent to Marine Corp Air Station (MCAS) New River and Marine Corp Base (MCB) Camp Lejeune, as required by NCGS, because the properties were located within five miles

of the Bases. Additionally, the properties fell within the City's flight path overlay district, where certain uses required a special use permit and height restrictions applied.

The PAB reviewed the request at its regular meeting on February 9, 2026, and recommended approval. Following that meeting, staff met with the applicant, who amended the application to a conditional corridor commercial designation. A condition was also added requiring a 10-foot vegetative buffer along the southern property line. Ms. Ansell noted that staff believed that these revisions addressed the PAB's comments and, as a result, recommended approval of the rezoning. She stated that if approved, the Council should include in the Ordinance adoption, an amendment to the land use plan, as the property was currently outside the City's jurisdiction. An amendment would be necessary to assign an appropriate land use designation to the property.

Mayor Phillips recessed the regular meeting at 5:51 PM in order to convene the Public Hearing.

With no one desiring to speak, Mayor Phillips closed the Public Hearing at 5:52 PM and reconvened the regular meeting.

A motion was made by Councilwoman Smith, seconded by Mayor Pro Tem Edwards, and unanimously approved the Zoning Map Amendment accepting Findings of Facts A through J being affirmative and to amend the CAMA Future Land Use Map accordingly.

Ordinance 2026-14, Bk. 14, Pg. 549

MAP AMENDMENT – ZONING MAP AMENDMENT – CORNER OF PINEY GREEN
ROAD AND CARVER DRIVE - REZONING OF 3 PARCELS FROM
RESIDENTIAL SINGLE FAMILY 20 (RSF-20) TO CORRIDOR
COMMERCIAL (CC)

As shown in Exhibit A, Ryan King, Planning and Inspections Director, reported that Jacksonville Planning staff initiated a request to rezone three (3) parcels of land located at the intersection of Piney Green Road and Carver Drive. The 3 parcels totaled 6.78 acres and were currently zoned Residential Single Family 20 (RSF-20). The request was to rezone the property to Corridor Commercial (CC). The owners of the parcels had agreed to this rezoning.

Mr. King stated that notice of the Public Hearing was posted on the property site, placed in the newspaper, and mailed to adjoining property owners in accordance with NCGS. The PAB reviewed the request at its regular meeting on February 9, 2026, and recommended approval.

Mayor Phillips recessed the regular meeting at 5:56 PM in order to convene the Public Hearing.

With no one desiring to speak, Mayor Phillips closed the Public Hearing at 5:57 PM and reconvened the regular meeting.

A motion was made by Mayor Pro Tem Edwards, seconded by Councilman Sosa, and unanimously approved the rezoning request based on Findings of Facts A through J being affirmative. The proposed map amendment was reasonable and consistent with the CAMA Land Use Plan.

Ordinance 2026-15, Bk. 14, Pg. 550

SATELLITE ANNEXATION – BLUE CREEK ROAD – 169.92 +/- ACRES

Regarding Exhibit A, Mr. Massey stated that on behalf of B&M Developers, LLC, Tidewater Associates, submitted a petition for a voluntary satellite annexation of two tracts of land totaling 169.92 +/- acres that were not contiguous to the current City limit boundaries. The property was located at 1420 Blue Creek Road. The developer proposed to build 34 Commercial Businesses and 494 Single Family Homes with an average value of \$357,500 each.

Mr. Massey said staff recommended approval of the Annexation Ordinance because the proposed annexation would contribute to the City's economic development and overall growth. The annexation was expected to add additional housing and enable residents in the area to receive City public safety services, as well as water and sewer services. He also noted that the site would be incorporated into the City's stormwater management system.

Discussion was held regarding sewer service for the proposed homes. It was clarified that if the property was not annexed into the City, the homes would rely on septic systems or potentially a small package treatment plant. It was noted that connecting to the City sewer system was more environmentally friendly, particularly given the area's high groundwater levels during much of the year, which could reduce the effectiveness of septic systems and contributed to higher bacteria levels in surface waters. The conversation also addressed fire protection services. It was stated that the City's fire rating was lower than that of the surrounding Southwest district, which could improve emergency response times and positively impact property owners' fire insurance rates. It was further explained that the City maintained mutual aid agreements with Southwest Volunteer Fire Department to ensure adequate coverage for residences as City service areas expanded. Unlike

some county subdivisions where road maintenance could become an issue, it was confirmed that the City would inspect infrastructure during construction to ensure City standards were met before acceptance. Once accepted, the City would assume responsibility for maintaining the roads and public utilities within the subdivision.

Based on clarification requested by Mayor Phillips, Mr. Massey provided an overview of the difference between voluntary and involuntary annexation. He stated that the laws governing involuntary annexation were highly restrictive and outlined very specific measures that a City must follow. In cases of involuntary annexation, property owners in the affected area must agree, and a referendum must be held and approved by those landowners before annexation could occur. It was clarified that the proposed annexation of approximately 169.92 +/- acres involved only the subject property and no surrounding areas. As per NCGS, the City responded to annexation requests initiated by property owners who retained the right to develop their property as they saw fit, provided the development complied with applicable laws and regulations.

Councilman Sosa asked if only the proposed annexation site would be subject to City taxation. Mr. Massey stated that all residents in the county paid county taxes; however, those residing within municipal boundaries also paid City taxes, which funded additional municipal services. These services included enhanced police and fire response times, as well as expanded sanitation services such as trash, recycling, and yard waste collection. In unincorporated areas, such services were often arranged individually or required residents to transport debris to county facilities.

In response to questions related to traffic planning and infrastructure posed by Councilman Yaniero, Mr. Massey stated that the Metropolitan Planning Organization (MPO) evaluated transportation needs on a regional basis and identified priority road improvements across the county. The North Carolina Department of Transportation (NCDOT) independently conducted traffic counts and made safety improvements within its funding capacity. Larger projects requiring state funding were submitted through the MPO for consideration. Examples of identified projects included planned safety improvements to Highway 24 extending toward Pony Farm Road and improvements to the intersection of Highways 53/24 and 258. It was noted, however, that NCDOT funding typically followed demonstrated traffic demand, meaning improvements often lagged behind growth due to the structure of the funding system.

Mayor Pro Tem Edwards asked about the timing of the Traffic Impact Analysis (TIA). Mr. Massey noted that the TIA would begin in accordance with the developer's schedule and was required to be current at the time construction plan approval was sought. Therefore, the timing depended on when the developer intended to move forward with plan approval; however, Mr. Massey noted that the TIA would be completed prior to construction.

Discussion was held regarding the TIA, clarifying that the analysis would evaluate the development's impact on connecting major roadways and might identify necessary improvements to ensure safety. These improvements could include the installation of turn lanes, additional lanes, stop signs, or traffic signals, depending on the findings. Any required measures would be incorporated into the approval process.

Additional discussion also addressed concerns about nearby intersections and ongoing traffic evaluations. It was noted that the NCDOT continually monitored traffic volumes and implemented alternative traffic management solutions when warranted. The City worked in coordination with the MPO and NCDOT to identify and prioritize areas of concern in order to improve traffic safety. Mr. Massey clarified that both the City and the county participated in the MPO and might advocate for prioritization of specific projects; however, the county did not independently repair or manage state roads, as those responsibilities fell to the NCDOT. For subdivision roads located outside the City, concerns must be directed to the appropriate state authorities. In contrast, within City limits, residents could contact the City directly for issues related to roads, trash collection, water service, or other municipal services, and the City would assume responsibility for addressing those matters.

Mayor Phillips recessed the regular meeting at 6:10 PM in order to convene the Public Hearing.

State Representative Phil Shepard, Vernon Shepard Lane, stated that he had received emails and complaints from residents regarding this proposed annexation. He referenced House Bill 835, which granted residents in areas facing involuntary annexation the right to vote on whether they wished to be annexed, requiring 60% approval. Representative Shepard expressed concern that satellite annexation bypassed that law, allowing large landowners to annex property without input from neighboring residents who lived nearby but did not own the land. He stated that many of these neighbors lived along Blue Creek Road and Pony Farm Road and would be

affected by the annexation without providing input. He highlighted traffic concerns, stating that Blue Creek Road was already heavily traveled, especially during school hours, and the county currently lacked sufficient road tax funding to make improvements. Representative Shepard noted that while the NCDOT managed county roads, there were limited funds for upgrades, and the City would not assume responsibility for Blue Creek Road. City responsibility would be limited to roads within any newly annexed subdivision, along with municipal services like trash, water, and road maintenance within City limits. He questioned whether the annexation would truly benefit residents in the area, noting the potential increase in traffic and safety concerns from adding hundreds of homes. He referenced prior examples of satellite annexations and emphasized that even those who did not own the annexed land would be impacted, positively or negatively, while local roads might not accommodate the increased traffic. Representative Shepard proposed requesting a traffic study for Blue Creek Road to better assess the situation, stressed that current funding limitations meant road improvements were delayed, and urged the Council to weigh whether the annexation was equitable and beneficial for the broader community.

Tim Parker, 1825 Blue Creek Road, strongly opposed the proposed annexation, citing heavy traffic, road damage, and potential negative impacts on existing residents along Blue Creek Road. He expressed his belief that the development primarily benefited the property owner and developer, not the community. Mr. Parker emphasized that septic systems were sufficient, expressed concern about prior land-use practices affecting neighbors, and urged the Council to vote no to protect the interests and safety of current residents.

Tommy Pollard, Blue Creek Road, opposed the annexation, emphasizing his long family history on Blue Creek Road and personal knowledge of local traffic and safety issues. He warned that the project would overload the already congested road, create unsafe conditions, and negatively impact residents and commuters, even though it would personally benefit the developers. While he supported orderly growth, he urged the Council to reject the annexation, because it would be unsafe and unfair to the community.

Manfred Daughtry, 110 Troy Avenue, stated that he was a longtime Jacksonville resident and former volunteer firefighter. He raised concerns about the proposed development's high density, traffic hazards at a nearby four-way stop, strained schools, and potentially inadequate infrastructure. Mr. Daughtry noted gaps in emergency response coverage and questioned the

accuracy of information provided within the agenda's staff reports. He urged the Council to deny the annexation request due to the increasingly large number of concerns being raised.

Jimmy Shivar, 142 Troy Avenue, expressed his opposition for the annexation, emphasizing that he and other residents chose county living for the space and less traffic. He warned that high-density development would conflict with existing low-density zoning, disrupt the community, and benefit developers and the City financially while harming residents. Citing past County-City conflicts and a de-annexation case in the Town of Somerfield in Guilford County, Mr. Shivar cautioned that similar negative outcomes could occur locally. He urged the Council to maintain the low-density zoning to protect the neighborhood's character, safety, and quality of life.

Tom Orenia, 1158 Canady Road, expressed his frustration about his belief that large developers and high-end housing were prioritized over the needs of ordinary residents, retirees, and young people trying to get a start in life. He shared personal experiences of being blocked from selling property and receiving inadequate disaster assistance, emphasizing that current policies neglected "the little people" while benefiting wealthy developers. Mr. Orenia urged the City to consider fairness and support for all residents to prevent hardship and population loss.

Johnny Shivar, 1731 Pony Farm Road, stated that he was a long-time Onslow County resident (1948), praised the area's growth but expressed strong concerns about traffic, overcrowded schools, and City infrastructure. He questioned the City's ability to manage additional development and emphasized that new housing would overburden the community.

Julie Tracy, 110 Troy Avenue, expressed her concern that development and annexation, based on her experiences in New Hanover County, could create severe traffic problems and safety risks. She urged Council to carefully consider the concerns before expanding the City limits in Jacksonville.

Allen Cook, 773 Jim Blake Road, expressed his concerns regarding the addition of nearly 500 homes and multiple businesses and the effect it would have on the existing strain on emergency services. He highlighted long response times, narrow rural roads without shoulders, and heavy traffic that could hinder fire, EMS, and police access. Mr. Cook urged Council to consider the potential public safety impacts and increased demand on first responders before approving the development.

Jason Houston, 306 New Bridge Street, stated that the central issue before the Council was whether the City wished to grow, noting that voluntary annexation was the primary mechanism available for City expansion. He noted that Jacksonville was geographically constrained by the Military Bases, Hoffman Forest, and surrounding development, leaving limited corridors for growth. With the Southwest area being one of the few viable options, he emphasized that existing infrastructure, including water and sewer, made the area suitable for expansion. Addressing public safety concerns, Mr. Houston indicated that discussions had already taken place with the City regarding potential sites for a future fire station and police precinct to support the area. He added that, at the City's request, the development plan was adjusted to include additional commercial and multifamily components to create a more self-sustaining community, reducing the need for residents to travel elsewhere for goods and services.

Regarding traffic, Mr. Houston cited recent NCDOT data showing an average daily traffic count of approximately 5,700 trips per day on Blue Creek Road in 2024. He compared this to higher counts on similar two-lane roads in the area: Catherine Lake Road with a traffic count of 10,000 trips per day and Gum Branch Road with a traffic count of 18,000 trips per day, which suggested that Blue Creek Road retained additional traffic capacity. Additionally, Mr. Houston confirmed that TIA's and necessary improvements, such as turn lanes, would be completed as part of the development process. He noted that the project already had county zoning approval and had the ability to proceed under county jurisdiction with a similar number of homes, emphasizing that development would occur regardless of annexation. The overall decision was whether the City wished to participate in and benefit from the growth or allow it to proceed outside City limits.

Jennifer Morton, 503 New Bridge Street, acknowledged that change and growth could be challenging, particularly for those most directly affected, but emphasized that growth was necessary for the City's continued development. She noted that the City had recently prioritized growth and maintaining a business-friendly environment, and highlighted ongoing concerns about housing shortages, stating that additional development was essential to address those needs. Ms. Morton stated that the area in question had long been positioned for growth, citing existing infrastructure and improvements such as nearby road projects, bypass access, and sewer availability. She stated that the property fell within the City's intended growth corridor and represented one of the limited directions in which the City could expand. Additionally, Ms.

Morton highlighted a positive track record working with the City and expressed a desire to continue partnering in support of growth.

Mayor Phillips closed the Public Hearing at 6:51 PM and reconvened the regular meeting.

Councilman Sosa stated that he was the Council Liaison to the PAB and acknowledged prior concerns about the development; however, he said that he believed the developer had addressed the concerns and noted that road issues fell outside local control and expressed support for the City annexing the property.

A motion was made by Councilman Sosa, seconded by Councilman Yaniero, and unanimously adopted the Annexation Ordinance as presented.

Ordinance 2026-16, Bk. 14, Pg. 551

Mayor Pro Tem Edwards acknowledged the traffic and infrastructure concerns but noted the City's authority was limited to the annexed property. She emphasized that the development would proceed regardless of annexation, with either septic or sewer service, and stated that the Council's primary consideration was whether the project benefited the City, which she believed it did.

Councilman Willingham stated that the broader issue extended beyond City Council or adjacent communities that did not wish to be annexed, describing it instead as a challenge to the City's traditional path to growth. He referenced concerns about legislative efforts that could restrict voluntary annexation, noting that without such mechanisms, the City would have limited opportunities to expand. Councilman Willingham also discussed the City's financial constraints, emphasizing that while many county residents worked and shopped in Jacksonville, sales tax revenues did not return to the City on a true point-of-sale basis, limiting available growth options. He expressed a desire for Jacksonville to serve as a strong and welcoming town center, highlighting ongoing efforts to enhance its role as a hub for the Courthouse, Camp Lejeune, and surrounding communities.

Councilman Sosa asked the developer whether it would cost significantly more to build roads to City standards compared to county standards, noting that constructing to county specifications would likely save a substantial amount of money. Mr. Houston confirmed that this was correct, explaining that county roads could use simple strip pavement, while City roads required curb and gutter, wider streets, sidewalks on both sides, and larger cul-de-sacs to

accommodate fire trucks, sanitation trucks, and other services, and features that contributed to the “City” feel.

Based on additional questions posed by Councilman Willingham and Councilman Sosa, Mr. Houston confirmed that the county did not take over streets, but NCDOT did, and that streets would be built and designed to NCDOT standards, which were less stringent than City standards. He also confirmed that all new developments today, including anything in the City, had Homeowners Associations (HOAs), primarily to manage stormwater and maintain infrastructure. While some HOAs took over private streets, this development was not planned as a private subdivision, so that would not apply.

MAP AMENDMENT – ZONING MAP AMENDMENT – ESTABLISH CITY ZONING FOR 169.92 ACRES AT THE INTERSECTION OF BLUE CREEK AND PONY FARM ROAD TO CORRIDOR COMMERCIAL (CC) AND RESIDENTIAL MULTIFAMILY – HIGH DENSITY (RMF-HD)

As shown in Exhibit A, Mr. King, stated that Tidewater Associates, Inc., on behalf of B&M Developers, LLC requested that a 169.92-acre +/- parcel located at the intersection of Blue Creek Road and Pony Farm Road be annexed into the City’s corporate limits (satellite annexation). As a result, City Planning Staff was proposing that City Zoning be established per the NCGS and Jacksonville Unified Development Ordinance (UDO). Staff recommended the parcel be zoned Residential Multi-Family High Density (RMF-HD) (approximately 152.232 acres) and the portion of the property south of Blue Creek Road and east of Pony Farm Road be zoned Corridor Commercial (CC) (approximately 17.689 acres.)

Mr. King explained the statutory requirements for annexation versus rezoning notices. For rezoning, notices were required to be sent to adjoining property owners within a 10 to 25-day window, according to NCGS. Notices were mailed based on tax records, so if a property owner had not updated their mailing information, the notice went to the address on file. In addition to mailed notices, signs were posted at the site, and legal advertisements were placed in the newspaper. These three methods were used to ensure the public was informed and had an opportunity to speak for or against the proposal.

The PAB reviewed the request at its regular meeting on February 9, 2026, and recommended denial.

Councilman Sosa asked if the RMF-HD zoning would allow for apartments or townhomes. Mr. King stated that the use table for the RMF-HD zoning allowed a wide range of land uses, including townhouses, duplexes, single-family homes, and multifamily developments, providing a broad variety of options for the property.

A discussion was held regarding the development review process, noting that site plans and subdivisions must be approved and reviewed by the Technical Review Committee (TRC) and relevant agencies. TIA's might be required based on City thresholds, which were stricter than NCDOT's. The City enforced higher standards for streets, sidewalks, landscaping, and buffers, as it would maintain the roads after dedication, and required buffers would remain permanently.

Mayor Phillips recessed the regular meeting at 7:13 PM in order to convene the Public Hearing.

Melissa Endicott, 1400 Blue Creek Road, stated that her property adjoined the proposed site and was concerned that the proposed number of homes would strain already full schools, exceed road capacity, and disrupt the single-family character of the surrounding neighborhood.

Tom Haire, 214 Meadow View Road, expressed his concern that a high-density or multi-family development would significantly increase trash and heavy truck traffic, causing road damage and safety hazards, particularly near a school, compared with single-family homes.

Discussion was held regarding the intersection of Blue Creek and Pony Farm Roads, which was currently a four-way stop, and whether a traffic signal could be warranted, noting that a forthcoming TIA would determine the need for signalization and potential turn lane improvements to help ease peak-hour congestion. If the TIA determined the proposed development was responsible for the need for improvements, the developer would be required to fund and construct them. If existing background traffic was the primary cause, funding assistance may be sought from NCDOT, potentially with support from Senator Michael Lazzara, who had previously helped secure discretionary funds for similar projects. Estimated costs for a traffic signal were discussed, ranging from approximately \$250,000 to \$750,000 depending on the scope and complexity of the intersection. Timelines and funding sources remained uncertain pending further analysis, however, partnerships and phased implementation could help address traffic concerns.

Angel Alexander, 543 Oci Drive, noted her concern that the proposed development represented City encroachment into their long-established, quiet neighborhood, potentially

disrupting the relaxed character and quality of life that residents intentionally chose and had worked to preserve.

Van Marshburn, 457 Foy Lockamy Road, expressed support for single-family development and acknowledged the developer's need for a return on investment but raised concerns about potential high-density multifamily housing. He requested clarification on the total number of residential units planned, including all housing types, to understand how many families would ultimately be living on the property. Mr. Houston stated that the current agenda item established the base zoning, with more detailed plans to follow in the next zoning map amendment agenda item. The development was planned to be primarily single-family homes, with a portion designated for townhomes, and flexibility was reserved to adjust housing types based on future market conditions. Although the proposed zoning allowed higher density, the developer did not intend to build to the maximum permitted. Under existing county zoning, approximately 490 homes could be built in the residential area and about 160 homes in the commercial area.

Mayor Phillips closed the Public Hearing at 7:26 PM and reconvened the regular meeting.

A motion was made by Mayor Pro Tem Edwards, seconded by Councilwoman Smith, and unanimously approved the zoning map amendment accepting Findings of Facts A through J being affirmative and directed staff to amend the CAMA Future Land Use Map. The proposed map amendment was reasonable.

Ordinance 2026-17, Bk. 14, Pg. 559

**MAP AMENDMENT – ZONING MAP AMENDMENT – REZONING PROPERTY
LOCATED AT THE INTERSECTION OF BLUE CREEK AND PONY FARM
ROADS TO PLANNED DEVELOPMENT RESIDENTIAL (PD-R)**

Mr. King provided a detailed overview of the PowerPoint Presentation herein attached as Exhibit A. As a result of an annexation petition, City Planning Staff initiated an amendment to establish City Zoning on the properties (in accordance with North Carolina General Statutes (NCGS)). Assuming the property was annexed, and the base zoning was established, Tidewater Associates, Inc., on behalf of B&M Developers, LLC was requesting that the property be rezoned from Residential Multi-Family High Density (RMF-HD) (approximately 152.232 acres) and Corridor Commercial (CC) (approximately 17.689 acres), to Planned Development Residential (PD-R).

He stated that the proposal was very specific regarding permitted uses, densities, landscaping requirements, parking requirements, and related standards, all of which the developer could help shape within the established framework. It was noted that the developer had chosen to rely on the requirements of the UDO rather than request special standards. Instead of seeking flexibility for landscaping, road networks, or other elements, the applicant was proposing to follow the UDO as written.

Mr. King stated that proper notice of the Public Hearing was posted on the property site, placed in the newspaper, and mailed to adjoining property owners in accordance with NCGS. The PAB reviewed the request at its regular meeting on February 9, 2026, and recommended denial. He also indicated that two items of concern had been raised at the Planning Board Meeting and had since been addressed by the applicant.

In response to a previous question about what had changed, Mr. King stated that the PD-R had been modified to specify only those uses permitted under the UDO, with no additional uses beyond what the PD-R district allowed. Additionally, language related to proposed modifications and amendments were revised. The UDO clearly distinguished between changes that might be handled administratively and those that required a Public Hearing. The applicant had initially proposed creating separate standards, but staff required adherence to the procedures outlined in the UDO. As a result, the relevant language had been removed from the terms and conditions, eliminating those concerns. Staff therefore no longer recommended approval contingent upon amendment of those two items, as the applicant had already made the necessary revisions.

In regard to the master plan, this identified certain areas of the property as single-family or multifamily residential, allowing flexibility for either housing type, including the possibility of all townhomes or all single-family units. Other areas were designated for commercial and commercial/multifamily uses. The plan also illustrated the proposed road network and general land use layout. The applicant was not requesting reduced setbacks or reduced landscaping requirements, and all such standards would comply with the UDO.

Since the Planning Board meeting, the applicant had also added green space along Blue Creek Road and incorporated a 10-foot buffer along that corridor and an additional boundary adjacent to existing single-family subdivisions. Although the buffer might ultimately exceed 10-feet, the plan now clearly committed to at least a 10-foot buffer to preserve and protect the

adjoining properties. Staff was requesting that the CAMA Land Use Plan would need to be amended to reflect this area now that it had been incorporated into the City's jurisdiction.

Discussion was held regarding the flexibility of residential uses within the proposed development. It was noted that the project could include a mix of townhomes and single-family homes, or consist entirely of one housing type, depending on market conditions. Apartments would be permitted within the multifamily designation, though none were currently proposed, and any restrictions on apartments would need to be specifically stated. While the PD-R allowed adjustments prior to adoption, any changes after approval would require a formal amendment process unless deemed minor.

Councilman Sosa asked if it was a possibility that the developer would be opposed to restricting the ability to develop apartments on the proposed site. Mr. Houston stated that the developer had no intention of building apartments. Councilman Sosa stated that he believed this would address many of the voiced concerns, even from the Planning Advisory Board, in terms of the overall density that would come from apartments.

Mr. Massey noted that because single-family homes were more expensive per square foot, promoting alternatives like townhomes could help improve overall affordability. While the City could not control construction costs, allowing a range of housing types would give developers the opportunity to offer more attainable price points.

It was the consensus of Council to require the developer to amend the PD-R and relevant terms and conditions to clearly state that apartments would not be permitted.

Mayor Phillips recessed the regular meeting at 7:37 PM in order to convene the Public Hearing.

With no one desiring to speak, Mayor Phillips closed the Public Hearing at 7:38 PM and reconvened the regular meeting.

A motion was made by Councilwoman Smith, seconded by Councilman Yaniero, and unanimously approved the zoning map amendment based on Findings of Facts A through J being affirmative and directed staff to amend the CAMA Future Land Use Map to include the applicant's revision to exclude apartments from the PD Master Plan and Terms and Conditions. The proposed map amendment was reasonable.

Ordinance 2026-18, Bk. 14, Pg. 560

FY25 – CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
(CAPER) MID-YEAR PERFORMANCE

Referring to Exhibit A, Pamela Trafton, Senior Neighborhood Improvement Services Coordinator, reported that US Department of Housing and Urban Development (HUD) required a Consolidated Annual Performance and Evaluation Report (CAPER) to report and assess progress towards achieving the grantee's Strategic Plan and Action Plan goals. It would describe the investment and geographic distribution of resources made available, provided an overview of the number of individuals and households assisted, and evaluated actions to affirmatively further fair housing, address homelessness, and provide affordable housing. This report identified the progress toward the current annual action plan goals.

The CAPER outlined the geographic distribution of Community Development Block Grant (CDBG) funds and general funds, the specific projects undertaken, and the outcomes achieved. The CAPER also helped the City demonstrate compliance with federal requirements and goals. The CDBG program, administered by HUD, was designed to meet at least one of three national objectives: to benefit low and moderate-income individuals or areas, to address slum and blight, or to respond to urgent community needs such as natural disasters or public health emergencies. All CDBG funded activities were required to fall within HUD's eligibility guidelines, including property acquisition and demolition, housing rehabilitation, public services, and economic development.

Ms. Trafton provided an update of the current progress of the City's goals during FY25-26. The clearance and demolition goal of 10 structures, one demolition had been completed at the time of the previous presentation, and a second had now been completed, bringing the total to two. Regarding nonprofit funding, the City continued its partnerships with Onslow Community Outreach, Onslow Victims Center, and Williams Outreach to assist the homeless population and individuals facing disasters, rapid rehousing needs, or rental assistance challenges. Through these partnerships, 266 individuals had been assisted to date. For the residential rehabilitation program, the goal was to assist four households. Since the last presentation, two homes were currently in progress, with one additional home pending. This program provided opportunities for elderly residents within the City limits to receive assistance with needed home repairs. Under the down payment assistance program, which helped future homeowners bridge financing gaps between

home prices and approved loan amounts, one family had been assisted this year in becoming homeowners. Staff anticipated assisting additional families following recent program updates. In the acquisition program, which focused on obtaining properties to increase affordable housing options for low- to moderate-income families, the goal was four homes. Two properties had been acquired, with one additional acquisition forthcoming. For multifamily development, the City had partnered with East Carolina Community Development and Carolina Statewide to construct a total of 84 units. East Carolina Community Development was currently developing 12 units, and contracts were forthcoming for the remaining 72 units. Lastly, under Economic Development, the City had established a new partnership with Genesis Block to support future and current small business owners. Through Genesis Block's Jumpstart Academy cohort program, microenterprise owners, defined as businesses with one to five employees, received one-on-one assistance at no cost, following an application process. This initiative was targeted toward low- to moderate-income entrepreneurs, including those transitioning from mobile operations to brick-and-mortar establishments.

Ms. Trafton reported that a newly constructed affordable home located at 408 Anne Street was available for purchase through the City's homeownership program, which required completion of the homebuyer education and counseling courses. The City of Jacksonville was the only certified housing counseling agency in Onslow County and offered regular homebuyer and free money management classes. She also highlighted a well-attended contractor workshop designed to improve participation in City programs, with another session planned for the summer. Additionally, the annual nonprofit board development conference was held earlier in the month, drawing over 80 attendees and providing required training for organizations seeking City grant funding.

Councilman Willingham referenced a previous Community Development partnership program in which affordable homes were constructed in collaboration with local educational institutions, and inquired whether the program was still active. Ms. Trafton stated that program was not currently in operation. Tracy Jackson, Neighborhood Improvement Services Director, confirmed that the City previously partnered with Coastal Carolina Community College and Southwest High School through a pre-construction initiative. Under the program, housing units were constructed and placed on-site, where students completed the homes. Several of these

structures remained within the City, including homes located on Corbin Street and in the Southshore area, and were made available for first-time homeownership. The program was identified as the CREATE program.

Mayor Phillips recessed the regular meeting at 7:50 PM in order to convene the Public Hearing.

Tom Haire, 214 Meadow View Road, inquired about the presence of numerous condemned and boarded-up properties in the New River area of the Jacksonville and asked whether the City could explore a potential partnership with local college building or construction classes to assist with tearing down structures that were no longer usable. Lorna Welch, City Attorney, acknowledged that the questions raised were valid and noted that there were online resources available to help address them. She shared that the School of Government at the University of North Carolina at Chapel Hill offered a number of informative publications outlining what actions could and could not be taken regarding affordable housing. However, it was also noted that limitations existed because many of the properties in question were privately owned. As a result, a specific answer could not be provided at this time and encouraged citizens to consult the university's website for additional guidance and resources.

Mayor Phillips closed the Public Hearing at 7:54 PM and reconvened the regular meeting.

A motion was made by Mayor Pro Tem Edwards, seconded by Councilman Willingham, and unanimously approved the CAPER Mid-Year Performance Update.

CLOSED SESSION

A motion was made by Mayor Pro Tem Edwards, seconded by Councilman Willingham, and unanimously adopted to recess the Regular Meeting to convene a Closed Session for the purpose of discussing land acquisition, pursuant to General Statute 143-318.11, subsection (a-5), for the purpose of consulting with an attorney employed or retained by the public body in order to preserve the attorney-client privilege, pursuant to General Statute 143-318.11, subsection (a-3), for existing litigation: namely, the lawsuit captioned Proctor v. the City of Jacksonville.

Mayor Phillips, reconvened the Regular Meeting at 9:13 PM, and announced that no further action had been taken in Closed Session.

REPORTS

2025 HIRE VETS MEDALLION AWARD

Councilman Yaniero recognized Laura Reddy, who had recently received the 2025 Hire Vets Medallion Award by the Department of Labor. He emphasized the importance of community support for the military, and stated that this was a perfect example of that support.

LOCAL EVENTS

Councilman Yaniero reported that he and Councilwoman Smith attended a meeting at One Place, regarding childcare challenges and their impact on economic development. He emphasized the importance of early childhood investment, noting the critical nature of the first 2,000 days of a child's life, and encouraged participation in future discussions on the topic.

Councilwoman Dr. Washington stated that she recently had the opportunity to represent the City at both the African American Read-in, held at Jack Amyette Recreation Center on Sunday, February 8, 2026, as well as the Women STEM Program, that was held at Sturgeon City.

CONGRATULATIONS

Mayor Pro Tem Edwards offered congratulations to Councilwoman Dr. Washington on her reappointment as Chair of the Advisory Council Board of the National League of Cities and also extended congratulations to Ronald Massey on being selected as Assistant Municipal Manager of the Year.

ONE CITY, OUR CITY, MY CITY

Mr. Ray stated that the African American Read-In was held Sunday, February 8, 2026 at the Jack Amyette Recreation Center and commended the Recreation Department, community partners, and participants for their involvement. The event featured poetry by Keith "Keith Soul" Brown, musical performances by local church and community choirs, and a program honoring Jackie Robinson's legacy. He emphasized the importance of youth engagement, community participation, and recognizing students for their contributions.

The Recreation Department also hosted the successful "Celebrate and Skate" event at Kerr Street Recreation Center, where resurfaced tennis courts were converted into a temporary ice-skating rink. The event drew families and community members for safe, active recreation and was supported by staff, community partners, and local vendors and emphasized the importance of creating engaging opportunities that encouraged public use of park spaces.

Mr. Ray said that prior to the current meeting, Cecil Melton, Children's Director at River of Life Church, presented the ministry's annual donation to the City. Mayor Phillips accepted the contribution, which would continue to support youth programs in the community. He expressed appreciation for the church's continued partnership and ongoing commitment to serving Jacksonville's youth.

ADJOURNMENT

A motion was made by Mayor Pro Tem Edwards, seconded by Councilman Sosa, and unanimously adopted to adjourn the meeting at 9:14 PM.

"Exhibit A"

Jacksonville City Council



**Regular Meeting
February 17, 2026**

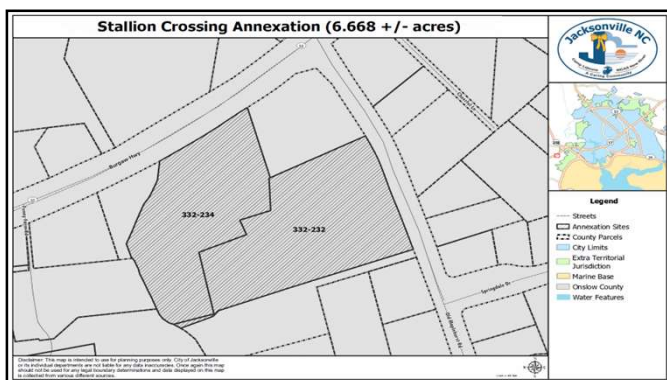

Legislative Public Hearing

**Satellite Annexation – Stallion Crossing
– 6.668 +/- Acres**

Agenda Item 4

Voluntary Satellite Annexations

- Process Governed by NCGS §160A-58, §160A-58.1, and §160A-58.2
- Property Owners Submit an Annexation Petition Request to the City
- City Clerk Investigates Annexation for Sufficiency Pursuant to City of Jacksonville Resolution 2016-02
- Once Sufficiency is Certified, Petition is Presented to the City Council for Acceptance and Scheduling a Public Hearing
- Public Hearing is Conducted to Receive Public Comment
- Council Votes on Approval of the Annexation




Legislative Public Hearing

**Map Amendment – Zoning Map Amendment
– Corner of Burgaw Highway and Old
Maplehurst Road – Establishing City Zoning,
Conditional Corridor Commercial (CC-C)**

Agenda Item 5

Map Amendment

- Tidewater Associates, Inc. on behalf of Bobby Morton, submitted a request to establish City zoning on 2 parcels of land:
 - 1513 Burgaw Highway, 3.09 acres (Tax ID:332-234)
 - Old Maplehurst Road, 3.67 acres (Tax ID:332-232)
- Current zoning: Highway Business Conditional (HB-CZ) – Onslow County
- Proposed zoning: Conditional Corridor Commercial (CC-C)
- The parcels neighbor each other and share common ownership



Map Amendment- ORTHO



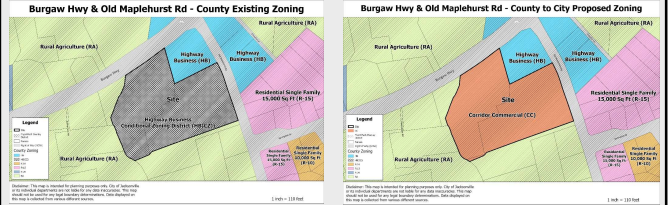
Disclaimer: This map is intended for planning purposes only. City of Asheville is not liable for any data inaccuracies. This map should not be used for any legal boundary determination. Data obtained on this map is collected from various different sources.

1 INCH = 110 FEET



Existing

Proposed

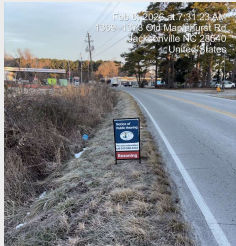


1 INCH = 110 FEET

1 INCH = 110 FEET



Map Amendment- Posted Notice



G.S. 160D Required Review

1. Consistency: Is the proposed amendment consistent with the CAMA Land Use Plan?
2. Reasonableness: Is the proposed amendment reasonable for the current and future land uses?
 - The UDO has codified factors to consider.
 - Standards found in the Staff Report, A-3.



Legislative Public Hearing

Map Amendment – Zoning Map Amendment – Corner of Piney Green Road and Carver Drive – Rezoning of 3 Parcels from Residential Single Family 20 (RSF-20) to Corridor Commercial (CC)

Agenda Item 6

Map Amendment

- City Planning staff submitted a request to rezone 3 parcels of land:
 - 2700 Piney Green Road, .66 acres (Tax ID: 1116-30)
 - 2720 Piney Green Drive, 1.2 acres (Tax ID: 1116-30.1)
 - 122 Carver Drive, 4.92 acres (Tax ID: 1116-30.2)
- Current zoning: RSF-20
- Proposed zoning: Corridor Commercial (CC)
- The parcels neighbor each other and share common ownership
- Parcel Owners have signed application supporting change



Map Amendment- ORTHO

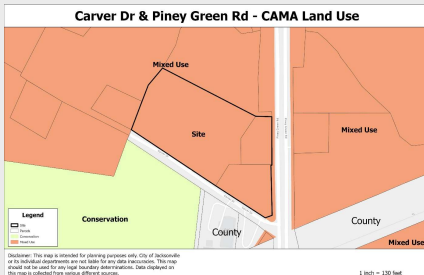


Existing

Proposed



Map Amendment- CAMA



Map Amendment- Posted Notice



G.S. 160D Required Review

1. Consistency: Is the proposed amendment consistent with the CAMA Land Use Plan?
2. Reasonableness: Is the proposed amendment reasonable for the current and future land uses?
 - The UDO has codified factors to consider.
 - Standards found in the Staff Report, A-J.

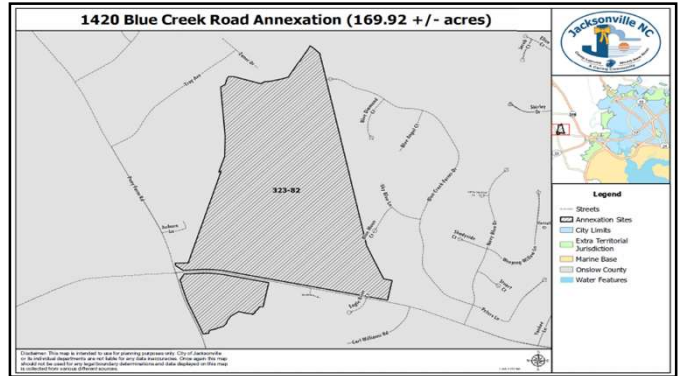
Legislative Public Hearing

Satellite Annexation – Blue Creek Road
– 169.92 +/- Acres

Agenda Item 7

Voluntary Satellite Annexations

- Process Governed by NCGS §160A-58, §160A-58.1, and §160A-58.2
- Property Owners Submit an Annexation Petition Request to the City
- City Clerk Investigates Annexation for Sufficiency Pursuant to City of Jacksonville Resolution 2016-02
- Once Sufficiency is Certified, Petition is Presented to the City Council for Acceptance and Scheduling a Public Hearing
- Public Hearing is Conducted to Receive Public Comment
- Council Votes on Approval of the Annexation



Legislative Public Hearing

Map Amendment – Zoning Map Amendment – Establish City Zoning for 169.92 Acres at the Intersection of Blue Creek and Pony Farm Road to Corridor Commercial (CC) and Residential Multifamily – High Density (RMF-HD)

Agenda Item 8

Map Amendment

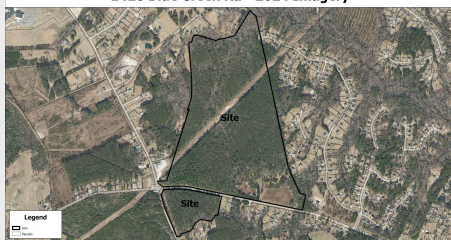
- City of Jacksonville Planning Staff has submitted a request to establish City zoning on one parcel of land:
 - 1420 Blue Creek Road, 169.92 acres (Tax ID: 323-82)
- Current zoning: Onslow County - Residential-15 (R-15)* and Community Business (CB)*
- Proposed zoning: Residential Multi-Family High Density (RMF-HD) and Corridor Commercial (CC)

* No Municipal Sewer in the Area

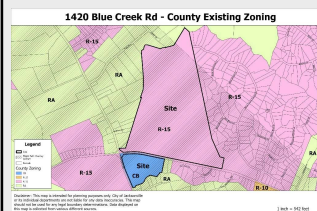


Map Amendment- ORTHO

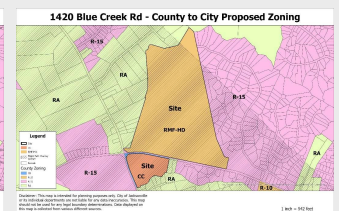
1420 Blue Creek Rd - 2024 Imagery



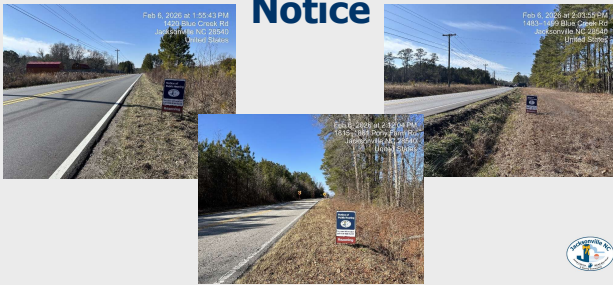
Existing



Proposed



Map Amendment- Posted Notice



G.S. 160D Required Review

1. Consistency: Is the proposed amendment consistent with the CAMA Land Use Plan?
2. Reasonableness: Is the proposed amendment reasonable for the current and future land uses?
 - The UDO has codified factors to consider.
 - Standards found in the Staff Report, A-J.



Legislative Public Hearing

Map Amendment – Zoning Map Amendment – Rezoning Property Located at the Intersection of Blue Creek and Pony Farm Road to Planned Development Residential (PD-R)

Agenda Item 9

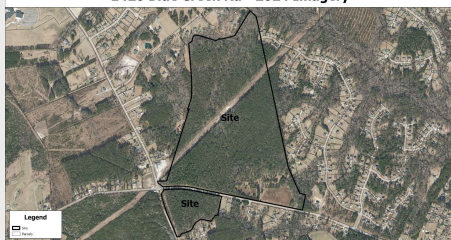
Map Amendment

- Tidewater Associates Inc. submitted a request on behalf of B&M Developers LLC to rezone one parcel of land:
 - 1420 Blue Creek Road, 169.92 acres (Tax ID: 323-82)
- Current zoning: Onslow County- Residential-15 (R-15) and Community Business (CB)
- Proposed zoning: Planned Development-Residential (PD-R)



Map Amendment- ORTHO

1420 Blue Creek Rd - 2024 Imagery

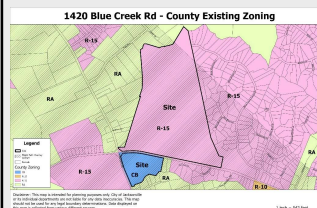


Disclaimer: This map is intended for planning purposes only. Use of information in this map is not intended for any legal or financial decisions. This map should not be used for any legal boundary determinations. Data displayed on this map is collected from various sources without warranty.

1 inch = 540 feet



Existing



Proposed



Map Amendment- Proposed Master Plan



Map Amendment- Proposed Terms & Conditions

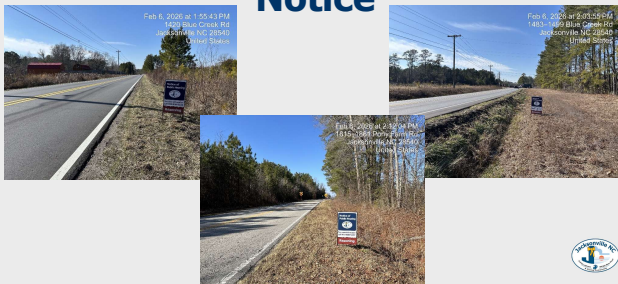
MINIMUM TERMS AND CONDITIONS

The Board of the cities and counties herein agrees to amend the Ordinance that the zoning requirements of the City of Rock Hill's Land Use Development Ordinance shall be amended to permit the use of the property and shall be subject to the City of Rock Hill's Land Use Development Ordinance and shall be subject to the City of Rock Hill's Land Use Development Ordinance.

1. The following terms and conditions shall apply to the proposed amendment:

- 1.1 Land-use/ zoning
- 1.2 Land-use/ zoning
- 1.3 Land-use/ zoning
- 1.4 Land-use/ zoning
- 1.5 Land-use/ zoning
- 1.6 Land-use/ zoning
- 1.7 Land-use/ zoning
- 1.8 Land-use/ zoning
- 1.9 Land-use/ zoning
- 1.10 Land-use/ zoning
- 1.11 Land-use/ zoning
- 1.12 Land-use/ zoning
- 1.13 Land-use/ zoning
- 1.14 Land-use/ zoning
- 1.15 Land-use/ zoning
- 1.16 Land-use/ zoning
- 1.17 Land-use/ zoning
- 1.18 Land-use/ zoning
- 1.19 Land-use/ zoning
- 1.20 Land-use/ zoning

Map Amendment- Posted Notice



G.S. 160D Required Review

1. Consistency: Is the proposed amendment consistent with the CAMA Land Use Plan?
2. Reasonableness: Is the proposed amendment reasonable for the current and future land uses?
 - The UDO has codified factors to consider.
 - Standards found in the Staff Report, A-J.

Legislative Public Hearing

FY25 – Consolidated Annual Performance and Evaluation Report (CAPER) Mid-Year Performance

Agenda Item 10

CAPER

The Consolidated Annual Performance and Evaluation Report (CAPER) is to describe the investment and geographic distribution of resources made available, provide an overview of persons assisted, and evaluate actions to address homelessness and provide affordable housing.

Community Development Block Grant (CDBG)

A program administered by US Department of Housing and Urban Development (HUD) that provides communities with resources to address a wide range of unique community development needs

Benefit Low & Moderate Income

Slum & Blight Removal

Urgent Need



FY25 – CAPER

Goal	Expected Outcome	Actual Outcome
Clearance & Demolition	10 Structures Demolished	1 Complete 3 Pending
Nonprofit Funding	500 Persons Benefit	266 Persons
Residential Rehabilitation	4 Households Assisted	1 Underway 3 Pending
Down Payment Assistance	1 Family Assisted	1 Family Assisted



FY25 – CAPER

Goal	Expected Outcome	Actual Outcome
Acquisition	4 Homes	2 Acquired 1 Pending
Multi-Family Development	84 Units constructed	-
Economic Development	10 Owners Assisted	1st Cohort; 6 attendees



- 3 bedroom
- 2 bathroom

\$208,650

For Sale

408 Anne Street

408 Anne Street awaits you. Built in 2025, this 3-bedroom, 2-bathroom home is available. Split bedroom floor plan, master walk-in closet, no carpet throughout home, washer and dryer hookups, and located in Downtown Jacksonville. To qualify, potential homeowners must attend homebuyer education, money management class, and housing counseling with the City of Jacksonville, while meeting the Average Median Income (AMI) qualifications and qualify for a 1st time mortgage. Down Payment Assistance is available.

910 938-5286 JacksonvilleNC.gov/NIS

Homebuyer's Education Course

City of Jacksonville is a U.S. Department of Housing and Urban Development (HUD) approved housing counseling agency that provides homebuyer education and counseling services with housing professionals regarding homeownership and financial literacy.

Class Information

- Saturdays from 9AM to 5PM
- Jacksonville Station, 1300 N Marine Blvd
- \$25 registration fee covers materials
- Lunch will be provided

Reservations and Fees

Space is limited. Reservations are required. Call 910 938-5286 to reserve a seat. A \$25 non-refundable registration fee must be paid in advance.

JacksonvilleNC.gov/NIS

2026 Schedule

- January 24
- March 14
- May 2
- August 8
- October 3

City of Jacksonville
Neighborhood Improvement Services City Hall • 211 West Municipal Street • Jacksonville, NC 28502

Money Management Seminar

9AM-1PM, Jacksonville Station
1300 N Marine Blvd

City of Jacksonville Neighborhood Improvement Services in partnership with local personal finance experts will provide important money management tips! This class includes a one-hour session with Marilee Federal Credit Union from 12-1PM.

Topics Include:

- Basics of Personal Banking
- Identity Theft
- Personal Spending Plans
- Credit Reports & FICO Scores
- Budget Basics
- Cash Flow
- Emergency Funds
- Qualifying for a Mortgage

Reserve Your Seat

The seminar is free and open to the public, but space is limited. Reservations are required. Call 910 938-5286 to reserve a seat.

JacksonvilleNC.gov/NIS

2026 Schedule

- Feb 21
- Apr 11
- May 9
- Sept 12
- Oct 10
- Nov 7

City of Jacksonville
Neighborhood Improvement Services City Hall • 211 West Municipal Street • Jacksonville, NC 28502

**Developers!
Contractors!
Administrators!**
Join us for the First

"Working with City of Jacksonville Workshop"
Jan 14, 2026 • 1PM-3PM
City of Jacksonville Council Chambers

Come and train about projects on how to go from BID to Certificate of Occupancy.

Register by Jan 9, 5PM
JacksonvilleNC.gov/NIS
or call
910 938-5286




Jacksonville-Onslow
Annual Nonprofit Board Development Training Conference



Wednesday-February 4 • 8:30AM - 2PM
Sturgeon City • 50 Court Street

Thursday-February 5 • 8:30AM - 2PM
Sturgeon City • 50 Court Street

Friday-February 6 • 8:30AM - 12PM
City Hall-Council Chambers • 815 New Bridge Street

Register: JacksonvilleNC.gov/Nonprofit

Presented by



Nonprofit organizations in Jacksonville and Onslow County are encouraged to attend a three-day development and training conference. The conference is a required event in order to receive funding through the City of Jacksonville.

Session topics will include:
Fundraising, Grant Writing, Compliance, Networking, AI Topics & Marketing

Refreshments and lunch will be provided by United Way of Onslow County.



Your Input is Needed



Deadline – February 20, 2026



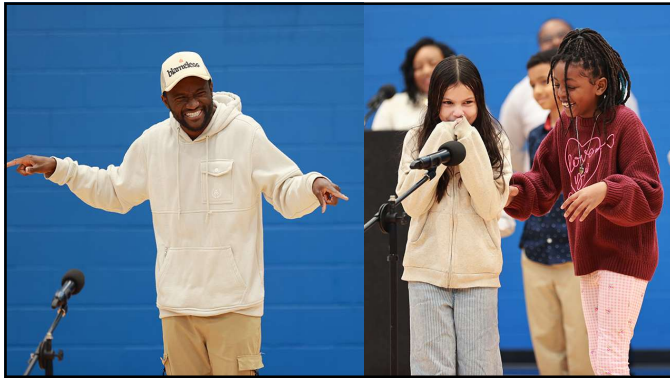
OneCity Jacksonville



Our City • My City

African American
Read-In
February 8, 2026



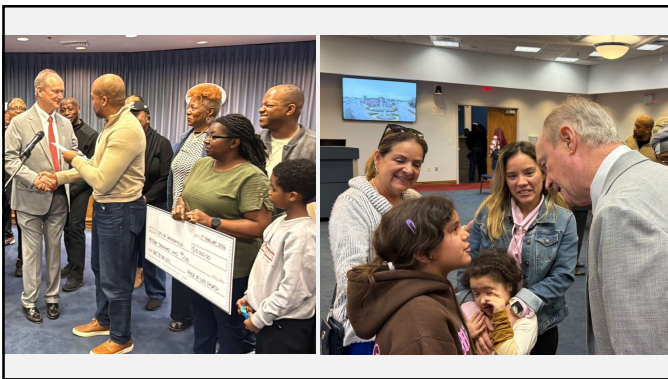


Celebrate & Skate
February 14, 2026





River of Life Church
Check Presentation
February 17, 2026





Request for City Council Action

Consent Agenda Item: **1**
Date: 3/3/2026

Subject: General Legislative Budget Amendment
Department: Finance
Presented by: Sabrina Adams, Finance Director
Presentation: No

Issue Statement

Budget amendment requests have been submitted since the last legislative budget amendment. The details of the adjustments are shown in the staff report.

Financial Impact

This budget amendment increases the use of fund balance in the Water Sewer Fund by \$84,000.

Action Needed

Consider the Budget Amendment

Recommendation

Staff recommends Council approve the Budget Amendment.

Approved: City Manager City Attorney

Attachments:

- A Proposed Budget Amendment



Staff Report

Consent
Agenda
Item: **1**

General Budget Amendment

This Budget Amendment seeks to:

- Appropriate donation received from River of Life Church (\$5,000) to fund summer programs in the Recreation Department.
- Appropriate Water Sewer Fund balance to cover Forestry Management expenses (\$84,000).

Stakeholders

- The Citizens of the City of Jacksonville
- The City of Jacksonville

Options

Option 1: Approve the budget amendment. **STAFF RECOMMENDED**

Pros: Revenues will be appropriated and accurately adjusted, and funds will be provided for current City initiatives.

Cons: None

Option 2: Do not approve the budget amendment.

Pros: None

Cons: Revenues will not be reflected accurately, and projects and initiatives will not have sufficient funding for execution.

ORDINANCE (2026-)

AN ORDINANCE AMENDING THE FISCAL YEAR 2026 BUDGET

BE IT ORDAINED by the Council of the City of Jacksonville, North Carolina that the following amendments to the Fiscal Year 2026 General Fund and Water Sewer Fund budgets are hereby enacted:

GENERAL FUND

REVENUES	BUDGET	CHANGE	TOTAL
RIVER OF LIFE CHURCH CONTRIBUTIONS	10,000	5,000	15,000
TOTAL ADJUSTMENTS		5,000	
TOTAL FUND REVENUES	68,548,258	5,000	68,553,258

EXPENDITURES	BUDGET	CHANGE	TOTAL
RECREATION EXPENDITURES	3,419,110	5,000	3,424,110
TOTAL ADJUSTMENTS		5,000	
TOTAL FUND EXPENDITURES	68,548,258	5,000	68,553,258

To appropriate partial donation received from River of Life Church (\$5,000) for the Recreation Department for assistance in the Summer Enrichment program.

WATER SEWER FUND

REVENUES	BUDGET	CHANGE	TOTAL
APPROPRIATED FUND BALANCE	1,980,518	84,000	2,064,518
TOTAL ADJUSTMENTS		84,000	
TOTAL FUND REVENUES	36,348,069	84,000	36,432,069

EXPENDITURES	BUDGET	CHANGE	TOTAL
WASTEWATER EXPENDITURES	4,241,447	84,000	4,325,447
TOTAL ADJUSTMENTS		84,000	
TOTAL FUND EXPENDITURES	36,348,069	84,000	36,432,069

Appropriate Water Sewer fund balance (\$84,000) to cover forestry management expenses.

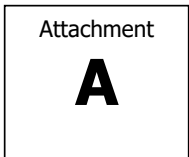
This ordinance shall be effective upon its adoption.

ADOPTED by the Jacksonville City Council in regular session this 3rd day of March, 2026.

Sammy Phillips, Mayor

ATTEST:

Rose R. Marshburn, City Clerk





Request for City Council Action

Consent
Agenda
Item:

2

Date: 3/3/2026

Subject: Bid Award – Inspiration Field
Department: Recreation Services Department
Presented by: Susan Baptist, Recreation Services Director
Presentation: No

Issue Statement

Three bids were received on December 29, 2025, for the construction phase of the Inspiration Field at the Jacksonville Commons. The lowest responsive and responsible bidder, TE Davis Construction Co. of Jacksonville, NC, provided a base bid in the amount of \$1,154,739.00. They also provided a bid for the alternate in the amount of \$1,117,739.00 which downsizes the shelter included in the project from 30' diameter to a 20' diameter.

Financial Impact

The Council approved budget for this project is \$1,298,000.00. Of the approved budget, \$500,000 was received through a PartF Grant award. The bid and alternate are within the budget.

Action Needed

Consider awarding the construction contract for Inspiration Field to TE Davis Construction Co.

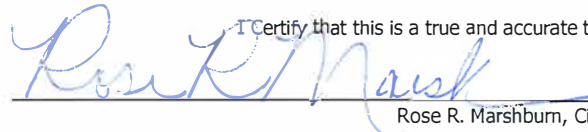
Recommendation

Staff recommends Council award the contract to TE Davis Construction Co. in the amount of \$1,117,739.00 for the alternate bid utilizing the 20' pavilion.

Approved: City Manager City Attorney

Attachments:

A Certified Bid Tabulation

I Certify that this is a true and accurate tabulation of bids received.

 Rose R. Marshburn, City Clerk

Bid Tabulation Certification
Project: Inspiration Field
Bid Opening: 12/29/2025 at 3PM

Bid Item No.	Description of Bid Item	Unit	Est. Qty	Trader Construction		Timeless Construction		TE Davis Construction	
				Unit Cost	Bid Total	Unit Cost	Bid Total	Unit Cost	Bid Total
BASE BID									
1	Demo	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 22,165.00	\$ 22,165.00	\$ 25,000.00	\$ 25,000.00
2	Excavation - General	LS	1	\$ 52,800.00	\$ 52,800.00	\$ 48,125.00	\$ 48,125.00	\$ 36,000.00	\$ 36,000.00
3	Excavation - Recessed Bed	CY	169	\$ 80.00	\$ 13,520.00	\$ 138.00	\$ 23,322.00	\$ 50.00	\$ 8,450.00
4	Grading	LS	1	\$ 115,200.00	\$ 115,200.00	\$ 37,500.00	\$ 37,500.00	\$ 14,000.00	\$ 14,000.00
5	Ball Field (Rubber Material and Stone)	LS	1	\$ 457,000.00	\$ 457,000.00	\$ 587,922.00	\$ 587,922.00	\$ 504,000.00	\$ 504,000.00
6	Fencing - 5'6" Fence	LF	507	\$ 65.00	\$ 32,955.00	\$ 34.00	\$ 17,238.00	\$ 50.00	\$ 25,350.00
7	Fencing - 8'9" Fence	LF	89	\$ 115.00	\$ 10,235.00	\$ 79.00	\$ 7,031.00	\$ 100.00	\$ 8,900.00
8	Fencing - 16' Fence	LF	32	\$ 350.00	\$ 11,200.00	\$ 375.00	\$ 12,000.00	\$ 300.00	\$ 9,600.00
9	Walking Path	SY	1352	\$ 100.00	\$ 135,200.00	\$ 149.00	\$ 201,488.00	\$ 100.00	\$ 135,200.00
10	Sidewalk	CY	3.51	\$ 1,100.00	\$ 3,861.00	\$ 938.00	\$ 3,292.38	\$ 800.00	\$ 2,808.00
11	Bleacher Pads	EA	2	\$ 7,900.00	\$ 15,800.00	\$ 5,400.00	\$ 10,800.00	\$ 3,500.00	\$ 7,000.00
12	Dugouts, Dugout Pads	EA	2	\$ 47,000.00	\$ 94,000.00	\$ 20,574.00	\$ 41,148.00	\$ 34,400.00	\$ 68,800.00
13	Scorekeeper Shelter	LS	1	\$ 58,000.00	\$ 58,000.00	\$ 11,875.00	\$ 11,875.00	\$ 9,000.00	\$ 9,000.00
14	30' x 30' Shelter Pavilion and Pad	LS	1	\$ 238,000.00	\$ 238,000.00	\$ 161,770.00	\$ 161,770.00	\$ 166,000.00	\$ 166,000.00
	Stormwater								
15	Underdrain Piping - Recessed Bed	LF	403	\$ 60.00	\$ 24,180.00	\$ 80.00	\$ 32,240.00	\$ 32.00	\$ 12,896.00
16	Gravel Layer - Recessed Bed	CY	24	\$ 310.00	\$ 7,440.00	\$ 319.00	\$ 7,656.00	\$ 105.00	\$ 2,520.00
17	Sandy Fill - Recessed Bed	CY	169	\$ 310.00	\$ 52,390.00	\$ 125.00	\$ 21,125.00	\$ 55.00	\$ 9,295.00
18	Outlet Structure	EA	1	\$ 12,500.00	\$ 12,500.00	\$ 30,000.00	\$ 30,000.00	\$ 3,500.00	\$ 3,500.00
19	Sawcut and Trenching	LS	1	\$ 10,700.00	\$ 10,700.00	\$ 2,875.00	\$ 2,875.00	\$ 1,000.00	\$ 1,000.00
20	Outlet Pipe - Recessed Bed	LF	127	\$ 100.00	\$ 12,700.00	\$ 182.00	\$ 23,114.00	\$ 58.00	\$ 7,366.00
21	Patching	LS	1	\$ 9,400.00	\$ 9,400.00	\$ 6,875.00	\$ 6,875.00	\$ 6,000.00	\$ 6,000.00
22	Planting	LS	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	Seeding and Sodding	LS	1	\$ 46,000.00	\$ 46,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00
24	Silt Fence	LF	2709	\$ 5.00	\$ 13,545.00	\$ 7.00	\$ 18,963.00	\$ 6.00	\$ 16,254.00
25	Construction Entrance	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 5,625.00	\$ 11,250.00	\$ 4,000.00	\$ 8,000.00
26	Parking Bumpers	EA	40	\$ 280.00	\$ 11,200.00	\$ 215.00	\$ 8,600.00	\$ 120.00	\$ 4,800.00
27	Electrical	LS	1	\$ 160,000.00	\$ 160,000.00	\$ 44,573.00	\$ 44,573.00	\$ 34,000.00	\$ 34,000.00
Base Bid Subtotal					\$ 1,649,826.00		\$ 1,397,907.38		\$ 1,134,739.00
28	Mobilization (Max. 5% of Subtotal)				\$ 75,000.00		\$ 69,895.37		\$ 20,000.00
Base Bid Total					\$ 1,724,826.00		\$ 1,467,802.75		\$ 1,154,739.00
BID ALTERNATE									
29	20' x 20' Shelter Pavilion & Pad	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 126,068.75	\$ 126,068.75	\$ 129,000.00	\$ 129,000.00
30	DEDUCT- Item 7 - 30'x 30' Shelter Pavilion & Pad	LS	1	\$(238,000.00)	\$(238,000.00)	\$(161,770.00)	\$(161,770.00)	\$(166,000.00)	\$(166,000.00)
Alternate Subtotal (Credit)					\$ (88,000.00)				\$ (37,000.00)
31	Mobilization (Max. 5% of SUBTOTAL)				\$ -		\$ (1,071.04)		\$ -
Alternate Bid Total (Credit)					\$ (88,000.00)		\$ (36,772.29)		\$ (37,000.00)
Base + Alternate Total					\$ 1,636,826.00		\$ 1,431,030.46		\$ 1,117,739.00

Attachment
A



Request for City Council Action

Consent
Agenda
Item:

3

Date: 3/3/2026

Subject: Parking Lot Lease Between City of Jacksonville and Rotary Foundation

Department: City Manager's Office

Presented by: Joshua W. Ray, City Manager

Presentation: No

Issue Statement

City Council previously approved a 10-year lease agreement with the Rotary Foundation on September 16, 2025, to provide additional public parking in the downtown district in the lot located behind the Rotary building. The Rotary Foundation subsequently offered its adjacent side lot for use as additional public parking. City staff determined that incorporating this space would further support ongoing downtown revitalization efforts and have negotiated a second 10-year lease agreement for this additional area.

As consideration for the lease, the City will complete a one-time improvement project consisting of milling, grading, resurfacing, paving, hardscaping, and landscaping, as detailed in Attachment B. This work will serve as full compensation for the entire lease term, with a total project cost not to exceed \$20,600. Under the agreement, the City may use the property exclusively for public parking and open space; the lease does not include any buildings or structures on the site, and no permanent structures may be installed. The Rotary Foundation retains the option to terminate the lease prior to the end of the 10-year term upon payment of the prorated balance of the lease value.

This project advances City Council Goal 3: developing and implementing strategies to further downtown redevelopment; and supports the Fiscal Year 2026 Budget priority of Downtown Development.

Financial Impact

The City's full compensation for the entire 10-year lease term and will have a total project cost not to exceed \$20,600.

Action Needed

Consider approving the proposed parking lot lease agreement with the Rotary Foundation and authorizing the City Manager, or his designated representative, to execute the agreement.

Recommendation

Staff recommends that Council authorize the City Manager, or his designated representative, to execute the parking lot lease agreement with the Rotary Foundation.

Approved: City Manager City Attorney

Attachments:

- A Proposed Parking Lot Lease
- B Rotary Parking Lot Map

NORTH CAROLINA

ONSLOW COUNTY

L E A S E

THIS AGREEMENT made and entered into this _____ day of _____, 2026, by and between the City of Jacksonville, a North Carolina Municipal Corporation, as "City", and Rotary Foundation of Jacksonville NC Inc., as "Landowner";

W I T N E S S E T H

WHEREAS, this lease is established to recognize property rights, define obligations, and provide protection to the parties relative to Landowner's granting the City use of the subject property for various purposes including a public parking area, in exchange for the City's making improvements to the subject property; and

WHEREAS, the parties previously entered into a lease agreement on or about the 8th day of October, 2025 ("October 8th Lease"), incorporated herein by reference, regarding a public parking area identified in the October 8th Lease as Exhibit A; and

WHEREAS, the parties have each orally agreed to extend that lease agreement into a similar agreement for a public parking area that is the subject of this Lease, identified as Exhibit 1; and

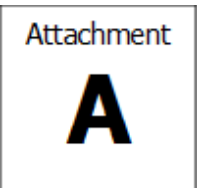
WHEREAS, the parties wish to memorialize this oral agreement in writing; and

NOW, THEREFORE, the Landowner does hereby devise and lease to City and City does hereby accept from Landowner the following described premises:

Exhibit "1" is attached hereto and incorporated herein by reference as if fully set out.

TO HAVE AND TO HOLD, the above-described premises to the City, its successors and assigns for the term, conditions, and purposes as follows:

1. TERM OF LEASE: Unless sooner terminated as hereinafter provided, the term of this Lease shall be for ten (10) years, commencing on the 8th day of October, 2025;



2. RENTAL: The compensation to Landowner for the City's rental of the property under this Lease shall be the following:

The City shall mill, grade, hardscape, landscape, and otherwise resurface and pave the area depicted on Exhibit "1", which is a schematic of the existing parking lot and pavement and improvements that the City will accomplish in this process. Said Exhibit "1" is incorporated herein by reference as if fully set out. Said milling and paving shall occur on a one-time basis for the duration of this 10-year lease, with the understanding that the one-time total cost of the project shall serve as total payment for the City's lease of the property for the duration of the ten-year term. Said cost shall not exceed \$20,600.00, and documentation of the cost shall be provided to the Landowners for pro-ration of the Landowner's obligation of repayment to the City if a termination in accordance with paragraph 6 occurs. The dark areas on the map indicate failures in the parking lot that will require varying degrees of repair.

3. USE: The Landowner agrees that the City can utilize the property for any purpose relative to public parking and open space, with the understanding that the lease is for the parking lot only, and does not include lease of buildings or other structures. No permanent structures may be placed by the City on said property. However, landscaping may be placed on the property with the understanding that trees and shrubs must receive the approval of Landowner prior to planting. City-owned vehicles will not be stored in the parking lot.

4. INSURANCE. The City agrees to carry insurance to cover the Landowner against any and all claims for accidents or occurrences which may arise from the City's use of the property as a parking lot. The City agrees that the limits of this liability insurance will be the same as for any City public parking lot areas.

5. MAINTENANCE: The City agrees that it will maintain the property in a workmanlike condition similar to the maintenance for other City public parking.

6. TERMINATION: Landowner reserves the right to terminate this lease upon at least ninety (90) days written notice given to the City, upon the specific condition that Landowner will reimburse the City on or before the date of termination for the City's incurred cost to improve the property as described in Paragraph 2 above, with such cost reduced on a monthly pro-rata basis by the duration of the City's use of the property under this lease.

7. Notices: Any notice permitted or required by this Agreement shall be sent by certified mail with return receipt requested to the parties at the following respective addresses. Notice shall be deemed to have been given upon actual receipt.

a. Notice to City shall be sent as follows:

City of Jacksonville
Attn: City Attorney
815 New Bridge Street
Jacksonville, NC 28540

b. Notice to Landowner shall be sent as follows:

Rotary Foundation of Jacksonville NC Inc.
Attn: _____

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

Rotary Foundation of Jacksonville NC Inc
_____(SEAL)
President

CITY OF JACKSONVILLE
_____(SEAL)
By Joshua W. Ray, City Manager

NORTH CAROLINA
_____ COUNTY

I _____ a Notary Public for said county and state, do hereby certify that _____ President of Rotary Foundation of Jacksonville NC Inc., a North Carolina Corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said Corporation.

This the _____ day of _____, 2026.

Notary Public

My Commission Expires:

NORTH CAROLINA
ONSLOW COUNTY

I, _____ a Notary Public in and for the County and State aforesaid, do hereby certify that Joshua W. Ray, Jacksonville City Manager personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the _____ day of _____, 2026.

Notary Public

My Commission Expires:

CERTIFICATE OF CITY'S ATTORNEY

I, the undersigned, Lorna I. Welch, the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached Contract for the **AGREEMENT** between the **CITY OF JACKSONVILLE** and **Rotary Foundation of Jacksonville NC Inc** and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Signature

Date

APPROVAL BY CITY FINANCE OFFICER

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

Signature

Date

Account # _____

Dollar amount of contract _____



Request for City Council Action

Consent Agenda Item: **4**
Date: 3/3/2026

Subject: Annexation – James Padrick – 167.64 +/- Acres
Department: City Clerk’s Office
Presented by: Rose R. Marshburn, City Clerk
Presentation: No

Issue Statement

On behalf of James Padrick, Trustee, Kimley-Horn has submitted a petition for a voluntary annexation of a portion of one tract of land totaling 167.64 +/- acres that is contiguous to the current City limit boundaries.

The property is located at the end of Williamsburg Parkway and abuts the 488.63 +/- Thornwood, LLC property that was annexed into the City limits by Council at the January 20, 2026, Regular Meeting.

The developer proposes building 192 Single Family Homes with an average value of \$350,000 each.

Pursuant to Resolution 2016-02, City Council authorized Voluntary Annexation petitions to be investigated for sufficiency upon receipt. The City Clerk has conducted the required investigation and found as a fact that said petition is signed by all owners of real property in the area described.

As provided in North Carolina General Statute 160A-31, a Resolution has been prepared scheduling a Public Hearing for this annexation March 17, 2026, at the Regular City Council Meeting.

Financial Impact

Financial impacts will be presented with the Public Hearing agenda item.

Action Needed

Consider the Voluntary Annexation Petition and adopt Resolution scheduling a Public Hearing.

Recommendation

Staff recommends Council adopt the Resolution as presented.

Approved: City Manager City Attorney

Attachments:

- A Certificate of Sufficiency
- B Proposed Resolution
- C Location Map



Staff Report

Consent
Agenda
Item: **4**

Voluntary Annexation Petition

Introduction

The area proposed for annexation is located within the current City limits and is a contiguous annexation request.

Owners: James Padrick, Trustee

Size: 167.64+/- acres

General Location: Williamsburg Parkway

Proposed Plans: 192 Single Family Homes with an average value of \$350,000 each

Procedural History

- February 2, 2016 – Council adopted a Resolution authorizing Voluntary Annexation Petitions to be investigated for sufficiency upon receipt.
- March 3, 2026 – Council receives certification of the petition and considers a Resolution scheduling a Public Hearing.
- March 17, 2026 – Proposed Date to conduct a Public Hearing and for Council to consider adopting the Annexation Ordinance, and the effective date of Annexation Ordinance.

Stakeholders

- James Padrick, Trustee, Owners/Petitioners
- Kimley-Horn – Consulting Engineers/Surveyors
- Citizens of Jacksonville

Options

Adopt the Resolution Scheduling the Public Hearing – **RECOMMENDED.**

Pros: The site is contiguous to the current corporate limits and is proposed for a residential development.

Cons: None

- Deny the Resolution
Pros: None
Cons: This action would conflict with past actions associated with contiguous property proposed for future residential development.
- Defer Consideration – Should Council desire additional information, provide direction to staff on the specific information Council would like to receive.

CERTIFICATE OF SUFFICIENCY

JAMES PADRICK, TRUSTEE - 167.64 +/- ACRES

TO: THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, NORTH CAROLINA

I, Rose R. Marshburn, City 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 therein, in accordance with G. S. 160A-31, as amended.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Jacksonville, this 3rd day of March 2026.

Rose R. Marshburn
City Clerk

Parcel I.D. 020728

Attachment

A

RESOLUTION (2026-XX)

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION
PURSUANT TO G. S. 160A-31, AS AMENDED

JAMES PADRICK, TRUSTEE – 167.64 +/- ACRES

WHEREAS, a petition requesting annexation of the area described herein has been received;
and

WHEREAS, the City Council has by Resolution directed the City Clerk to investigate the
sufficiency thereof; and

WHEREAS, certification by the City Clerk as to the sufficiency of said petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jacksonville,
North Carolina:

Section 1. That a public hearing on the question of annexation of the area described herein
will be held at City Hall at 5:30 P.M. on the 17th day of March 2026

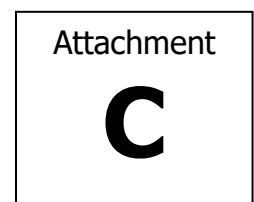
Section 2. The area proposed for annexation is described as follows:

JAMES PADRICK, TRUSTEE
167.64 +/- ACRES - WILLIAMSBURG PARKWAY
JACKSONVILLE TOWNSHIP, ONSLOW COUNTY, NC

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, ONSLOW COUNTY, CITY
OF JACKSONVILLE, BEING THE LAND CONVEYED TO JAMES R. PADRICK AS TRUSTEE
BY DEED BOOK 2837, PAGE 422, AND BEING BOUNDED AS FOLLOWS:

ON THE NORTH BY LAND CONVEYED TO CITY OF JACKSONVILLE (D.B. 5667, PG. 89
AND DESCRIBED IN M.B. 56, PG. 30); ON THE EAST BY LAND CONVEYED TO
THORNWOOD, LLC (D.B. 4709, PG. 311 AND DESCRIBED IN M.B. 81, PG. 11); AND TO
LAND CONVEYED TO NEREIDA CHAFFIN (D.B. 6183, PG. 159 AND DESCRIBED IN M.B.
48, PG. 130); ON THE SOUTH BY LAND CONVEYED TO THORNWOOD, LLC (D.B. 6472, PG.
702 AND DESCRIBED IN M.B. 89, PG. 175); ON THE WEST BY THE NEW RIVER. ALL
REFERENCES TO DEED BOOKS AND MAP BOOKS IN THIS DESCRIPTION REFER TO THE
RECORDS OF THE ONSLOW COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA)
AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 1/2" IRON REBAR (HAVING STATE PLANE
COORDINATES N: 380781.85' E: 2465413.40'); THENCE S 55°33'14" W, A DISTANCE OF
452.21' TO AN IRON REBAR WITH CAP (HAVING STATE PLANE COORDINATES N:
380526.07' E: 2465040.48'), SAID REBAR BEING THE TRUE POINT OF BEGINNING.



THENCE RUNNING IN A CLOCKWISE DIRECTION S 62°37'36" W, A DISTANCE OF 1,818.71' TO A CALCULATED POINT; THENCE S 86°29'59" W, A DISTANCE OF 754.19' TO A CALCULATED POINT; THENCE S 56°59'59" W, A DISTANCE OF 2,993.03' TO A CALCULATED POINT IN THE EDGE OF THE EASTERN BANK OF THE NEW RIVER; THENCE ALONG THE EASTERN BANK OF THE NEW RIVER N 61°20'22" W, A DISTANCE OF 27.40' TO A CALCULATED POINT; THENCE N 50°31'26" W, A DISTANCE OF 47.88' TO A CALCULATED POINT; THENCE N 73°30'23" W, A DISTANCE OF 69.21' TO A CALCULATED POINT; THENCE S 87°23'57" W, A DISTANCE OF 72.17' TO A CALCULATED POINT; THENCE S 61°29'45" W, A DISTANCE OF 63.41' TO A CALCULATED POINT; THENCE N 85°35'20" W, A DISTANCE OF 51.61' TO A CALCULATED POINT; THENCE N 52°53'06" W, A DISTANCE OF 60.12' TO A CALCULATED POINT; THENCE N 37°27'20" W, A DISTANCE OF 58.57' TO A CALCULATED POINT; THENCE N 26°30'50" W, A DISTANCE OF 331.90' TO A CALCULATED POINT; THENCE N 24°44'27" W, A DISTANCE OF 117.52' TO A CALCULATED POINT; THENCE N 16°46'16" W, A DISTANCE OF 48.02' TO A CALCULATED POINT; THENCE N 02°00'53" E, A DISTANCE OF 35.04' TO A CALCULATED POINT; THENCE N 21°29'48" E, A DISTANCE OF 25.43' TO A CALCULATED POINT; THENCE N 38°06'17" E, A DISTANCE OF 24.41' TO A CALCULATED POINT; THENCE N 57°30'09" E, A DISTANCE OF 114.01' TO A CALCULATED POINT; THENCE N 43°26'57" E, A DISTANCE OF 83.65' TO A CALCULATED POINT; THENCE N 27°01'39" E, A DISTANCE OF 129.10' TO A CALCULATED POINT; THENCE N 25°26'50" E, A DISTANCE OF 108.75' TO A CALCULATED POINT; THENCE N 23°17'12" E, A DISTANCE OF 103.03' TO A CALCULATED POINT; THENCE N 22°32'41" E, A DISTANCE OF 117.18' TO A CALCULATED POINT; THENCE N 24°57'46" E, A DISTANCE OF 80.59' TO A CALCULATED POINT; THENCE N 39°29'33" E, A DISTANCE OF 54.14' TO A CALCULATED POINT; THENCE N 24°55'27" E, A DISTANCE OF 115.58' TO A CALCULATED POINT; THENCE N 11°31'50" E, A DISTANCE OF 117.64' TO A CALCULATED POINT; THENCE N 09°54'16" E, A DISTANCE OF 146.47' TO A CALCULATED POINT; THENCE N 11°01'21" E, A DISTANCE OF 108.12' TO A CALCULATED POINT; THENCE N 39°49'29" E, A DISTANCE OF 77.86' TO A CALCULATED POINT; THENCE N 69°13'29" E, A DISTANCE OF 164.57' TO A CALCULATED POINT; THENCE N 84°17'36" E, A DISTANCE OF 136.02' TO A CALCULATED POINT; THENCE S 77°33'00" E, A DISTANCE OF 125.47' TO A CALCULATED POINT; THENCE S 47°15'02" E, A DISTANCE OF 77.60' TO A CALCULATED POINT; THENCE S 26°27'33" E, A DISTANCE OF 115.67' TO A CALCULATED POINT; THENCE S 78°24'16" E, A DISTANCE OF 22.72' TO A CALCULATED POINT; THENCE N 83°07'06" E, A DISTANCE OF 49.06' TO A CALCULATED POINT; THENCE N 60°21'20" E, A DISTANCE OF 59.43' TO A CALCULATED POINT; THENCE N 50°22'16" E, A DISTANCE OF 74.14' TO A CALCULATED POINT; THENCE N 47°09'42" E, A DISTANCE OF 69.86' TO A CALCULATED POINT; THENCE N 61°34'01" E, A DISTANCE OF 89.29' TO A CALCULATED POINT; THENCE N 74°33'15" E, A DISTANCE OF 57.93' TO A CALCULATED POINT; THENCE N 75°23'33" E, A DISTANCE OF 92.00' TO A CALCULATED POINT; THENCE N 68°38'30" E, A DISTANCE OF 98.29' TO A CALCULATED POINT; THENCE N 66°44'25" E, A DISTANCE OF 96.89' TO A CALCULATED POINT; THENCE N 56°01'09" E, A DISTANCE OF 77.47' TO A CALCULATED POINT; THENCE N 47°11'19" E, A DISTANCE OF 93.30' TO A CALCULATED POINT; THENCE N 31°13'18" E, A DISTANCE OF 98.02' TO A CALCULATED POINT; THENCE N 30°59'18" E, A DISTANCE OF 104.39' TO A CALCULATED POINT; THENCE N 39°32'17" E, A DISTANCE OF 79.15' TO A CALCULATED POINT; THENCE N 28°57'14" E, A DISTANCE OF 75.46' TO A CALCULATED POINT; THENCE N 35°15'47" E, A DISTANCE OF 50.91' TO A CALCULATED POINT; THENCE N 45°30'09" E, A DISTANCE OF 67.70' TO A CALCULATED POINT; THENCE N 54°26'58" E, A DISTANCE OF 82.06' TO A CALCULATED POINT; THENCE N 43°15'51" E, A DISTANCE OF 68.62' TO A CALCULATED POINT; THENCE N 17°34'04" E, A DISTANCE OF 57.04' TO A CALCULATED POINT; THENCE N 11°37'56" E, A DISTANCE

OF 60.39' TO A CALCULATED POINT; THENCE N 01°10'55" E, A DISTANCE OF 109.40' TO A CALCULATED POINT; THENCE N 15°03'40" W, A DISTANCE OF 94.61' TO A CALCULATED POINT; THENCE N 31°02'27" W, A DISTANCE OF 45.45' TO A CALCULATED POINT ALSO BEING THE POINT WHERE NEW RIVER AND HARDY BRANCH MEET; THENCE RUNNING ALONG HARDY BRANCH N 29°23'57" E, A DISTANCE OF 141.51' TO A CALCULATED POINT; THENCE FOLLOWING HARDY BRANCH WESTWARD ALONG THE NORTHERN BOUNDARY OF THE SUBJECT PARCEL N 82°37'49" E, A DISTANCE OF 60.21' TO A CALCULATED POINT; THENCE S 58°54'58" E, A DISTANCE OF 198.30' TO A CALCULATED POINT; THENCE N 87°23'38" E, A DISTANCE OF 65.00' TO A CALCULATED POINT; THENCE N 66°08'36" E, A DISTANCE OF 193.13' TO A CALCULATED POINT; THENCE S 53°08'01" E, A DISTANCE OF 110.11' TO A CALCULATED POINT; THENCE N 79°53'53" E, A DISTANCE OF 191.64' TO A CALCULATED POINT; THENCE S 47°36'22" E, A DISTANCE OF 176.78' TO A CALCULATED POINT; THENCE N 88°01'00" E, A DISTANCE OF 460.03' TO A CALCULATED POINT; THENCE N 35°08'16" E, A DISTANCE OF 196.02' TO A CALCULATED POINT; THENCE N 56°07'49" E, A DISTANCE OF 163.78' TO A CALCULATED POINT; THENCE N 49°14'12" E, A DISTANCE OF 178.04' TO A CALCULATED POINT; THENCE S 77°46'47" E, A DISTANCE OF 175.85' TO A CALCULATED POINT; THENCE S 39°10'45" E, A DISTANCE OF 193.00' TO A CALCULATED POINT; THENCE S 66°02'28" E, A DISTANCE OF 55.90' TO A CALCULATED POINT; THENCE N 79°01'41" E, A DISTANCE OF 171.83' TO A CALCULATED POINT THENCE N 53°42'14" E, A DISTANCE OF 108.17' TO A CALCULATED POINT; THENCE N 02°36'22" W, A DISTANCE OF 65.00' TO A CALCULATED POINT; THENCE N 54°12'55" E, A DISTANCE OF 155.32' TO A CALCULATED POINT; THENCE N 48°44'03" E, A DISTANCE OF 160.08' TO A CALCULATED POINT; THENCE N 67°48'14" E, A DISTANCE OF 90.67' TO A CALCULATED POINT; THENCE N 06°39'51" E, A DISTANCE OF 56.55' TO A CALCULATED POINT; THENCE N 63°07'03" E, A DISTANCE OF 40.79' TO A CALCULATED POINT; THENCE S 77°43'53" E, A DISTANCE OF 54.67' TO A CALCULATED POINT; THENCE N 25°35'22" E, A DISTANCE OF 75.21' TO A CALCULATED POINT; THENCE N 65°32'31" E, A DISTANCE OF 61.46' TO A CALCULATED POINT; THENCE S 33°15'59" E, A DISTANCE OF 32.10' TO A CALCULATED POINT; THENCE S 45°41'42" W, A DISTANCE OF 30.84' TO A CALCULATED POINT; THENCE S 35°43'10" E, A DISTANCE OF 24.44' TO A CALCULATED POINT; THENCE N 87°17'08" E, A DISTANCE OF 69.49' TO A CALCULATED POINT; THENCE S 41°50'18" E, A DISTANCE OF 38.59' TO A CALCULATED POINT; THENCE S 67°56'40" E, A DISTANCE OF 27.02' TO A CALCULATED POINT; THENCE N 60°43'07" E, A DISTANCE OF 23.64' TO A CALCULATED POINT; THENCE S 39°31'20" E, A DISTANCE OF 77.49' TO A CALCULATED POINT; THENCE S 74°19'51" E, A DISTANCE OF 50.28' TO A CALCULATED POINT; THENCE S 29°33'20" E, A DISTANCE OF 38.52' TO A CALCULATED POINT; THENCE S 08°50'33" E, A DISTANCE OF 14.74' TO A CALCULATED POINT; THENCE S 30°16'10" W, A DISTANCE OF 13.43' TO A CALCULATED POINT; THENCE S 40°45'12" E, A DISTANCE OF 32.51' TO A CALCULATED POINT; THENCE S 48°21'57" E, A DISTANCE OF 35.30' TO A CALCULATED POINT; THENCE S 16°52'15" E, A DISTANCE OF 72.48' TO A CALCULATED POINT; THENCE S 29°41'23" E, A DISTANCE OF 15.43' TO A CALCULATED POINT; THENCE S 47°22'56" E, A DISTANCE OF 71.58' TO A CALCULATED POINT; THENCE S 11°37'03" E, A DISTANCE OF 26.74' TO A CALCULATED POINT; THENCE S 01°39'27" E, A DISTANCE OF 21.54' TO A CALCULATED POINT; THENCE S 04°51'09" E, A DISTANCE OF 63.29' TO A CALCULATED POINT; THENCE S 16°02'04" E, A DISTANCE OF 20.48' TO A CALCULATED POINT; THENCE S 40°56'49" E, A DISTANCE OF 9.09' TO AN IRON REBAR WITH CAP, AN EXISTING IRON REBAR IS ALSO LOCATED S 42°30'59" E, A DISTANCE OF 129.95' FROM SAID IRON REBAR WITH CAP (TIE); THENCE WITH THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,965.00', A CHORD BEARING S 41°03'47" W, AND A CHORD DISTANCE OF 426.53' TO AN IRON REBAR WITH

CAP; THENCE S 44°48'44" E, A DISTANCE OF 83.08' TO AN IRON REBAR WITH CAP; THENCE S 32°32'54" E, A DISTANCE OF 224.79' TO THE POINT OF BEGINNING CONTAINING 167.64 ACRES OF LAND, MORE OR LESS.

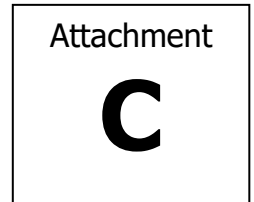
Section 3. Notice of said public hearing shall be published in the Daily News, a newspaper having general circulation in the City of Jacksonville, at least ten (10) days prior to the date of said public hearing.

Adopted by the Jacksonville City Council in regular session, this 3rd day of March 2026.

Sammy Phillips, Mayor

ATTEST:

Rose R. Marshburn, City Clerk



SURVEY NOTES:

1. PLANIMETRIC FEATURES SHOWN HEREON ARE BASED UPON A FIELD SURVEY PERFORMED BY SAM LLC FOR KIMLEY-HORN AND ASSOCIATES AND WILL NOT REFLECT ANY CHANGES TO THE PHYSICAL SITE THROUGH MANMADE OR NATURAL OCCURRENCES BEYOND 08/18/2025.
2. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GRID AND EXPRESSED IN FEET AND TENTHS OF FEET.
3. THE USER OF THIS SURVEY WILL NEED TO REVIEW ALL ZONING INFORMATION AVAILABLE SINCE ALL ZONING REQUIREMENTS CAN NOT BE DETECTED GRAPHICALLY TO DETERMINE THE SUITABILITY OF THE SITE FOR A SPECIFIC INTENDED USE.
4. ALL OWNERS INFORMATION OBTAINED FROM JACKSONVILLE NC GIS WEBSITE: <https://gismaps.onslowcountync.gov/maps/>, NO CERTIFICATION IS MADE TO THE ACCURACY OF CORRECTNESS.
5. ALL AREAS MANUALLY CLOSE GREATER THAN 110,000 AND COMPUTED BY COORDINATE METHOD.

LEGEND AND ABBREVIATIONS:

- IRON REBAR FOUND (RF)
 - IRON REBAR SET (RS)
 - △ CALCULATED POINT
 - N/F NOT FORMERLY
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - DB DEED BOOK
 - BM BOOK MAP
 - PG. PAGE
- SUBJECT PROPERTY LINE
 --- ADJONER PROPERTY LINE
 --- CITY LIMIT
 --- TIE
 --- TIE
 --- TIE LINE
- AREA TO BE ANNEXED

CERTIFICATE OF OWNERSHIP AND ANNEXATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ANNEX THIS PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF JACKSONVILLE.

(COMPANY/LLC NAME) _____ (SIGNATURE) _____ (PRINT NAME) _____
 DATE _____ TITLE _____

REVIEW OFFICER CERTIFICATE

I, _____ REVIEW OFFICER FOR ONSLOW COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

ZONING INFORMATION

ZONED: COM (CONSERVATION)
 SETBACKS (MINIMUM):
 HEIGHT (MAX) - 50'
 FRONT (MIN) - 30'
 REAR (MIN) - 30'
 SIDE (MIN) - 10'
 * ZONING SOURCE
<https://gismaps.onslowcountync.gov/maps/>
 * SETBACK SOURCE
 ONSLOW COUNTY ZONING ORDINANCE

SURVEY DATA:

HORIZONTAL DATUM - BASED UPON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83 SURVEY FEET. SAID BEARINGS ORIGINATED FROM SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE NATIONAL GEODETIC SURVEY CONTINUOUSLY OPERATING REFERENCE STATION (NADS CORS) NETWORK. VERTICAL DATUM - NAVD 88

PROPOSED ANNEXATION

AREA TO BE ANNEXED = 167.64 AC. (7,302,503 SQ.FT.)

CERTIFICATION:

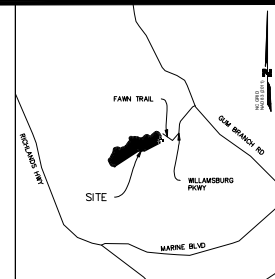
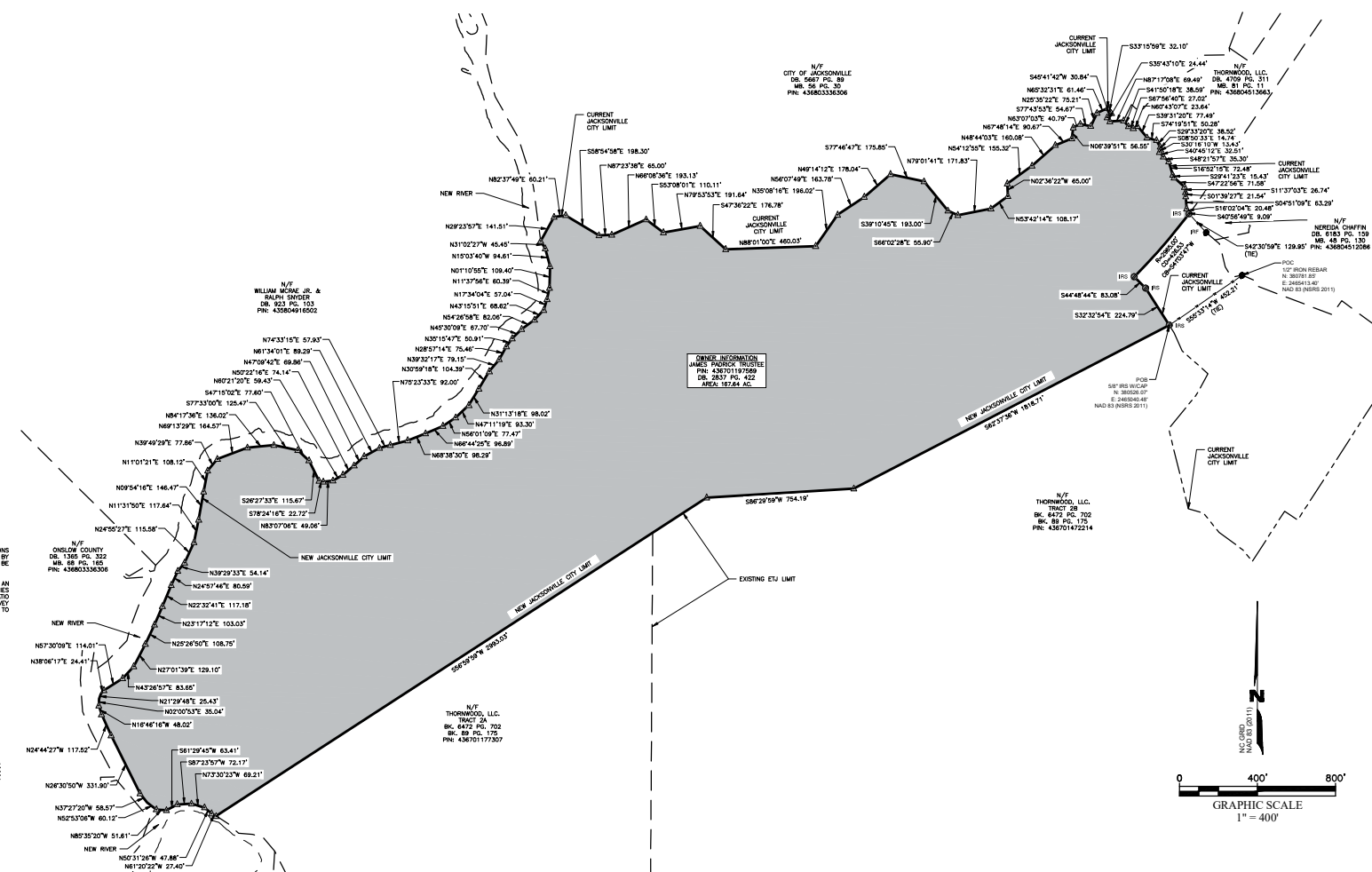
THIS PLAT WAS PREPARED FOR RECORDING IN ACCORDANCE WITH GS 47-30, AS AMENDED. THIS MAP IS EXEMPT FROM GS 47-30 REQUIREMENTS PER GS 47-30 (2), WHICH STATES: "THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LAND, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED."

I, RANDY W. NANCE, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION USING INSTRUMENTS SHOWN HEREON, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION SHOWN HEREON, THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000 OR GREATER; THAT THIS SURVEY WAS PERFORMED USING GNSS AND CONVENTIONAL SURVEY, THAT THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GNSS SURVEY:

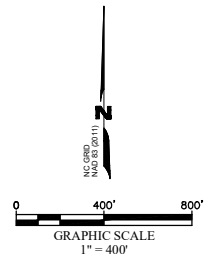
CLASS OF SURVEY: A
 POSITIONAL ACCURACY: 0.111 + 80PPM
 TYPE OF GPS FIELD PROCEDURE: RTK, VMS
 DATE(S) OF SURVEY: 01/21/2025 - 08/18/2025
 DATUM/EPOCH: NAD 83 (2011)
 PUBLISHED/FIXED-CONTROL, USED: NCHN, NCHN, CORE, APP
 GEOD MODE: 1B
 UNITS: US SURVEY FEET

RANDY W. NANCE, P.E., P.L.S.,
 NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER: L-4185
 RANDY@NANCE-SAM.BIZ
 (919) 508-7311

SURVEYING AND MAPPING
 P-1442



VACINITY MAP NOT TO SCALE



2641-116 Sumner Blvd.
 Raleigh, NC 27616
 Ofc: 919.878.7466
 email: info@sam.biz

PROJECT:	KIMLEY - HORN PADRICK ANNEXATION
JOB NUMBER:	1023083657
DATE:	01/21/2025
SCALE:	1" = 400'
SURVEYOR:	RANDY W. NANCE
TECHNICIAN:	RIC SASAMOTO
DRAWING:	PADRICK ANNEXATION
TRACT ID:	436701197589
PARTY CHIEF:	JH
FIELDBOOKS:	

ANNEXATION PLAT
 FOR
KIMLEY-HORN & ASSOCIATES
 CITY OF JACKSONVILLE, ONSLOW COUNTY
 STATE OF NORTH CAROLINA

Attachment
C

SHEET	1
OF	1



Request for City Council Action

Consent
Agenda
Item: **5**
Date: 3/3/2026

Subject: Recycling Contract between the City of Jacksonville and Sonoco
Department: Public Services Department
Presented by: Wally Hansen, Public Services Director
Presentation: No

Issue Statement

On November 1, 2021, the City signed a contract with Sonoco for the processing of recycling material that expires on June 30, 2026. Under that contract, the City agreed to a base rate of \$95 per ton the first year with a \$5 per ton increase each additional year until the contract expired. The value of the recycled material was then subtracted from the base rate to derive the actual payment made to Sonoco. The current recycling contract with Sonoco expires on June 30, 2026.

At the January 6, 2026, regular workshop staff presented draft terms for the renewal of the recycling contract. Sonoco has proposed a 5-year contract, effective July 1, 2026, that continues the current base rate of \$115 for one additional year with incremental increases not exceeding \$5 over the life of the contract.

Financial Impact

The proposed contract includes predetermined processing fees as outlined below. The weighted average value of comingled materials will then be subtracted from the tonnage prices as identified in the contract.

- FY27: Processing Fee is \$115.00 per ton
- FY28: Processing Fee is \$120.00 per ton
- FY29: Processing Fee is \$125.00 per ton
- FY30: Processing Fee is \$125.00 per ton
- FY31: Processing Fee is \$130.00 per ton

Action Needed

Consider authoring the City Manager, or his designated representative, to execute the agreement.

Recommendation

Staff recommends that Council authorize the City Manager, or his designated representative, to execute the recycling agreement with Sonoco.

Approved: City Manager City Attorney

Attachments:

- A Sonoco Agreement

STATE OF NORTH CAROLINA
CITY OF JACKSONVILLE

January 13, 2026
RECYCLED MATERIALS AGREEMENT

THIS RECYCLED MATERIALS AGREEMENT (the “Agreement”) is made and entered into this the ____ day of _____, 20____, by and between Sonoco Recycling, LLC., a North Carolina corporation (hereinafter “Sonoco”) and the City of Jacksonville, a North Carolina municipal corporation (hereinafter “The City”).

WITNESSETH:

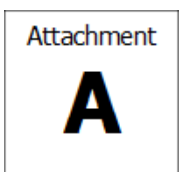
WHEREAS, Sonoco operates a recyclable material recovery facility in Onslow County, North Carolina, where such materials are received, sorted and bundled for marketing.

WHEREAS, The City conducts a recycling program and desires to deliver certain recyclable materials to Sonoco for lawful disposition.

NOW THEREFORE, the parties hereto agree as follows:

1. Collection and Delivery. The City shall, at its sole discretion, collect recyclable products from residents and businesses within the City limits of Jacksonville. The City agrees to deliver recyclable products to Sonoco at the Facility identified herein. Title to all recyclable material delivered to Sonoco by the City shall upon delivery at 415 Meadowview Rd, Jacksonville, NC become the sole property of Sonoco unless deemed to be hazardous material.
2. Quality of Materials Delivered. The City shall use reasonable efforts, as are customary in the collection of recyclable materials, to avoid delivering to Sonoco Unacceptable Material.
3. Right of Inspection. Sonoco shall have the right to inspect all loads received from the City and shall have the right to reject any load or portion of a load received from the City which contains or appears to contain any amount of Hazardous Substances, or more than 10% Unacceptable Materials that are not Hazardous Substances.
4. Separate/Segregation of Unacceptable Materials. Sonoco shall have the right to separate and segregate Unacceptable Material from any load delivered by the City. Title to Hazardous Substances shall not pass from the City to Sonoco. Sonoco shall notify the City and the City will remove all Hazardous Substances from Sonoco’s Premises within 24 hours of notification. Otherwise, Sonoco shall lawfully dispose of Unacceptable Materials that are not Hazardous Materials in a proper manner. The cost of such disposal shall be based upon the Onslow County Landfill cost per ton. Sonoco shall provide documentation of any contamination and justify the charge to the City and shall submit a monthly invoice for the Unacceptable Material disposed of by Sonoco.

The City agrees to take reasonable steps to ensure that the following substances will not be included in any of the material to be delivered by the City to Sonoco:



- A. Fungicides, herbicides, rodenticides or containers contaminated with such materials.
- B. Chemical bags or containers that may have held or retained objectionable chemicals including, but not limited to, compounds of heavy metals of antimony, arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver and zinc.
- C. Toxic carcinogenic and potentially carcinogenic materials such as dyes, formaldehyde, PCB's or phenolic based resins, pigments, etc.
- D. Batteries, particularly lithium-ion.

The City shall provide education to its citizens to keep all plastic dry and free from foreign or objectionable materials.

5. Term: The term of this agreement shall be for a period of 5 years commencing on July 1, 2026 and concluding on June 30, 2031.

6. Compensation/Invoicing:

Sonoco shall determine the revenue or charge for the City monthly for each ton of inbound Single Stream Recyclable Materials delivered to the Sonoco. The payment per ton shall be calculated as described below. Each month, Sonoco shall calculate the Weighted Average Price (WAP) of the City's Recyclable Materials, defined as the sum of the high-side Southeast USA regional commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in PPI Pulp & Paper Week for fiber commodities and the low-side Atlanta (Southeast) regional commodity prices posted the first issue of the month for which payment is being made on RecyclingMarkets.net for non-fiber commodities multiplied by the Composition. If at any time during the term of the Agreement either PPI Pulp & Paper Week or RecyclingMarkets.net no longer posts, otherwise provides the applicable market indices, or either Party demonstrates that the market indices do not reflect current market conditions, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.

Sonoco shall pay or charge the City for each ton of Single Stream Recyclable Materials delivered to the Sonoco based on the WAP as described in above and determined as follows:

If the WAP is lower than the processing fee, the City will be charged the difference between the WAP and the processing fee. If the WAP is greater than the processing fee, Sonoco will rebate (pay) the City 40% of the difference between the WAP and the processing fee. For example (on a per ton basis), if in the first year of this agreement, when the processing fee is \$115, if the WAP in a given month is \$50, this will result in a \$65 charge to the City. If in the first year of this agreement, when the processing fee is \$115, if the WAP in a given month is \$135, this will result in a \$8 rebate to the City. The schedule for the processing fee amounts is below:

- 7-1-26 through 6-30-27: Processing Fee is \$115.00 per ton
- 7-1-27 through 6-30-28: Processing Fee is \$120.00 per ton
- 7-1-28 through 6-30-29: Processing Fee is \$125.00 per ton
- 7-1-29 through 6-30-30: Processing Fee is \$125.00 per ton
- 7-1-30 through 6-30-31: Processing Fee is \$130.00 per ton

Sonoco shall invoice the City monthly for the tonnage as determined by the Onslow County Landfill scale, unless Sonoco installs its own scale at the MRF and only then after written confirmation by the City that that scale is acceptable. The invoice shall show the tons delivered by the City to the Center, a detailed break out of the WAP and the adjusted amount due to Sonoco (i.e.\$115.00 per ton minus the WAP = the invoiced amount). The invoice shall be submitted to the City by the fifteenth of the following month and the City shall make payment in full by the fifteenth of the following month. For any months in which Sonoco owes payment to the City, the payment terms will be net 60.

7. Annual Review. Between March 1 and May 1 of each year of this agreement, the parties agree to review the overall operations of the recycling program to determine any necessary improvements to the program as well as to review the quality of the recyclable products delivered by the City to the facility.

8. Facility. City will deliver Recovered Materials directly to Sonoco Onslow, 415 Meadowview Rd, Jacksonville, NC.

9. Miscellaneous

(a) This agreement contains the entire agreement between the City and Sonoco. All prior agreements, correspondence or oral agreements with respect to the subject matter are null and void.

(b) No change, amendment, qualifications or cancellation hereof shall be effective unless in writing and executed on behalf of the parties hereto-by their duly authorized officers.

(c) This agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Neither of the parties hereto shall have the right to assign its rights or obligations under this agreement without the prior written consent of the other party.

(d) This agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and same instrument.

(e) This contract shall be governed in accordance with the laws of the State of North Carolina.

(f) Time is of the essence as to every provision of this Agreement.

(g) Sonoco shall not discriminate against any person because of race, sex, age, creed, color, and religion or national origin.

(h) All invoices or general correspondence shall be sent to the City at the following address:

City of Jacksonville
Attn: Sanitation Superintendent
P.O. Box 128
Jacksonville, NC 28540-0128
910-938-5233

(i) All legal notices are to be sent to the City at the following address:

City of Jacksonville
Attn. City Attorney
P.O. Box 128
Jacksonville, NC 28540-0128

- (j) All legal notices are to be sent to Sonoco at the following address:

Sonoco Recycling, LLC.
Attn: Palace Stepps, CM VP IPP, NA
3901 Barringer Drive
Charlotte NC 28217
Phone: 843-383-7000

Payment of invoices shall be mailed to Sonoco at the following address:

Sonoco Products Co.
Attn: Accounts Payable
91218 Collection Center Drive
Chicago, IL 60693

- (k) Neither party hereto shall be liable for failure to perform its obligations hereunder if such failure is caused by events or conditions reasonably beyond the control of the defaulting party including without limitation, fire, national event, natural disasters, etc.
- (l) Sonoco shall obtain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required by the City, State of North Carolina or Onslow County.

The remainder of this page left intentionally blank.

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

Sonoco Recycling, LLC.:

By: _____

Palace Stepps

Title: CM VP IPP, NA

Witness/City Clerk

City of Jacksonville:

By: _____

Joshua W. Ray

Title: City Manager

City Clerk

Non-Appropriation of Funds: The Budget Officer of the City of Jacksonville shall in the initial proposal for each of the City's annual budgets include the amount of all payments and estimated additional payments coming due during the Fiscal Year to which such budget applied. Notwithstanding that the Budget Officer has included such an appropriation for all required payments in a proposed budget; the Governing Board may determine not to include such an appropriation in the City's final budget for such fiscal year. It is hereby agreed that the City of Jacksonville will not be in default if the Governing Board elects not to include an appropriation for the Payments and will not be required to pay the balance of the payments, provided that the City of Jacksonville has used its best efforts to obtain the necessary funding and that the equipment leased is not replaced with like kind equipment.

CERTIFICATE OF CITY'S ATTORNEY

I, the undersigned, Lorna I. Welch, the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached **Recycled Materials Agreement** between the City of Jacksonville and **Sonoco Recycling, LLC.** and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Signature

Date

APPROVAL BY CITY FINANCE OFFICER

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

Account Number: 543-5810-453.45-18 (---

Signature

Contract Amount: **\$TBD**

Date

Attachment A

Acceptable/Unacceptable Material

DON'T TANGLE OR CONTAMINATE RECYCLE RIGHT FOR A GREENER STATE



PLASTIC

Bottles, tubs, jugs and jars

No pumps Empty and rinse

METAL

Cans

Empty and rinse

GLASS

Bottles and jars

Empty and rinse

PAPER

Paper, cartons and cardboard

Flatten cardboard



**SONOCO
RECYCLING**

KEEP THESE OUT OF THE RECYCLING BIN!

⊗ Aerosol cans	⊗ Food-tainted items	⊗ Shredded paper
⊗ All batteries (car, lithium, etc.)	⊗ Hazardous waste	⊗ Styrofoam/peanuts
⊗ Aluminum foil	⊗ Household glass	⊗ Tangles (cords, hoses, wires, etc.)
⊗ Ceramic items	⊗ Medical waste	⊗ Tires
⊗ Clothing or textiles	⊗ Plastic bags/wrap	⊗ Toys
⊗ Diapers	⊗ Plastic cups, lids and straws	
⊗ Electronics	⊗ Scrap metal/wood	



Request for City Council Action

Consent
Agenda
Item:

6

Date: 3/3/2026

Subject: Piedmont Natural Gas Distribution Easement
Department: City Manager's Office
Presented by: Anthony Prinz, Assistant City Manager
Presentation: No

Issue Statement

Piedmont Natural Gas has requested an easement from the City to provide service to 610 Court Street - commonly known as Elsa's Place. The easement will be located on City-owned property behind the 600 block of Court Street that is currently used as a public parking lot. Approval of the easement will not impact the City's current or anticipated use of this property; however, if a conflict were to arise, Piedmont will be responsible for relocating the easement and service line at their cost.

Financial Impact

The City will receive \$1.00 from Piedmont for the easement, if approved.

Action Needed

Consider approving the easement, as drafted.

Recommendation

Staff recommends Council approve the Grant of Easement and authorize the City Manager or his representative to sign the documents.

Approved: City Manager City Attorney

Attachments:

A Distribution Easement

GRANT OF EASEMENT
DISTRIBUTION

Return Recorded Document to:

Land Services, Natural Gas
Piedmont Natural Gas Company, Inc.
525 S Tryon St.
Mail code: DEP-21B
Charlotte, NC 28202

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

PROJECT NO.: 0239985
PARCEL ID/ TAX ID NO.:
437605173760 & 437605174766

THIS GRANT OF EASEMENT made this ___ day of March, 2026, from **CITY OF JACKSONVILLE, a North Carolina municipal corporation** (hereinafter designated as "GRANTOR"), to **PIEDMONT NATURAL GAS COMPANY, INC.**, (hereinafter designated as "PIEDMONT").

WITNESSETH

That GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby expressly bargains, sells, and grants unto PIEDMONT, its successors and assigns, a perpetual right of way and easement for the purposes of laying, constructing, installing, maintaining, operating, inspecting, repairing, altering, adding to, upgrading, replacing, relocating, removing, and protecting pipelines and appurtenances for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in the County of Onslow, North Carolina, as described in deed(s) recorded in Book 1276, Page 990, Book 1276, Page 438, Office of the Register of Deeds for Onslow County, North Carolina ("Property").

The right of way herein granted is Five (5) feet wide, extending Two and One Half (2 1/2) feet on each side of the centerline of the pipeline, the location of which has been mutually agreed upon between GRANTOR and PIEDMONT. The pipeline as actually installed shall determine the centerline of said right of way. Subject to all rights granted to PIEDMONT herein, such right of way shall be the portion of the Property encumbered by this GRANT OF EASEMENT.

PIEDMONT shall have all rights reasonably necessary for the full use and enjoyment of the rights herein granted, including, without limitation, the free and full right of ingress and egress over and across the aforesaid Property and the right, but not the obligation, to keep said right of way cleared of trees, vegetation, undergrowth, buildings, structures, and any other obstructions. GRANTOR shall not construct, nor permit to be constructed, any house, structure, or other obstruction on or over said right of way.

GRANTOR hereby binds GRANTOR and GRANTOR'S heirs, representatives, successors, and assigns to warrant and forever defend all and singular said premises unto PIEDMONT, its successors and assigns, against the claims of all persons whomsoever. Upon written request from the GRANTOR, PIEDMONT, at no cost to the GRANTOR, relocate all pipelines and appurtenances within the EASEMENT that interfere with improvement of the GRANTOR'S property.

To have and to hold said right of way and easement unto PIEDMONT, its successors and assigns, perpetually and continuously. GRANTOR expressly gives PIEDMONT, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of PIEDMONT, for the uses and purposes expressly stated herein.

IN WITNESS WHEREOF, this GRANT OF EASEMENT has been signed under seal by GRANTOR, as of the date first above written.

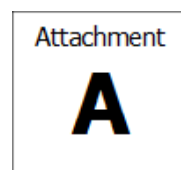
GRANTOR:

**CITY OF JACKSONVILLE,
a North Carolina municipal corporation**

_____ Sign

_____ Print

_____ Title



STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, _____, a Notary Public for _____ County, North Carolina, certify that _____ personally came before me this day and acknowledged that he (or she) is _____ of **CITY OF JACKSONVILLE, a North Carolina municipal corporation**, a corporation, and that he (or she), in such capacity, being authorized to do so, executed the foregoing Grant of Easement on behalf of the corporation.

Witness my hand and official seal this the ____ day of _____, 2026.

[NOTARY SEAL]

_____ Sign

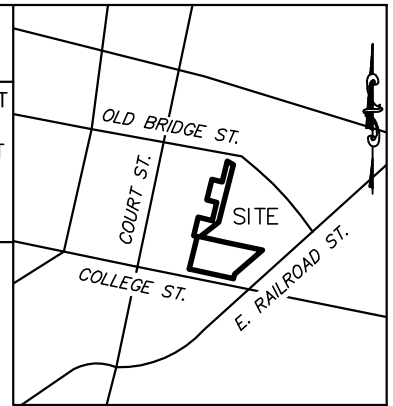
_____ Print

My commission expires: _____

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT #1	0.004	180
PIPELINE EASEMENT #2	0.009	398
PIPELINE EASEMENT TOTAL	0.013	578

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

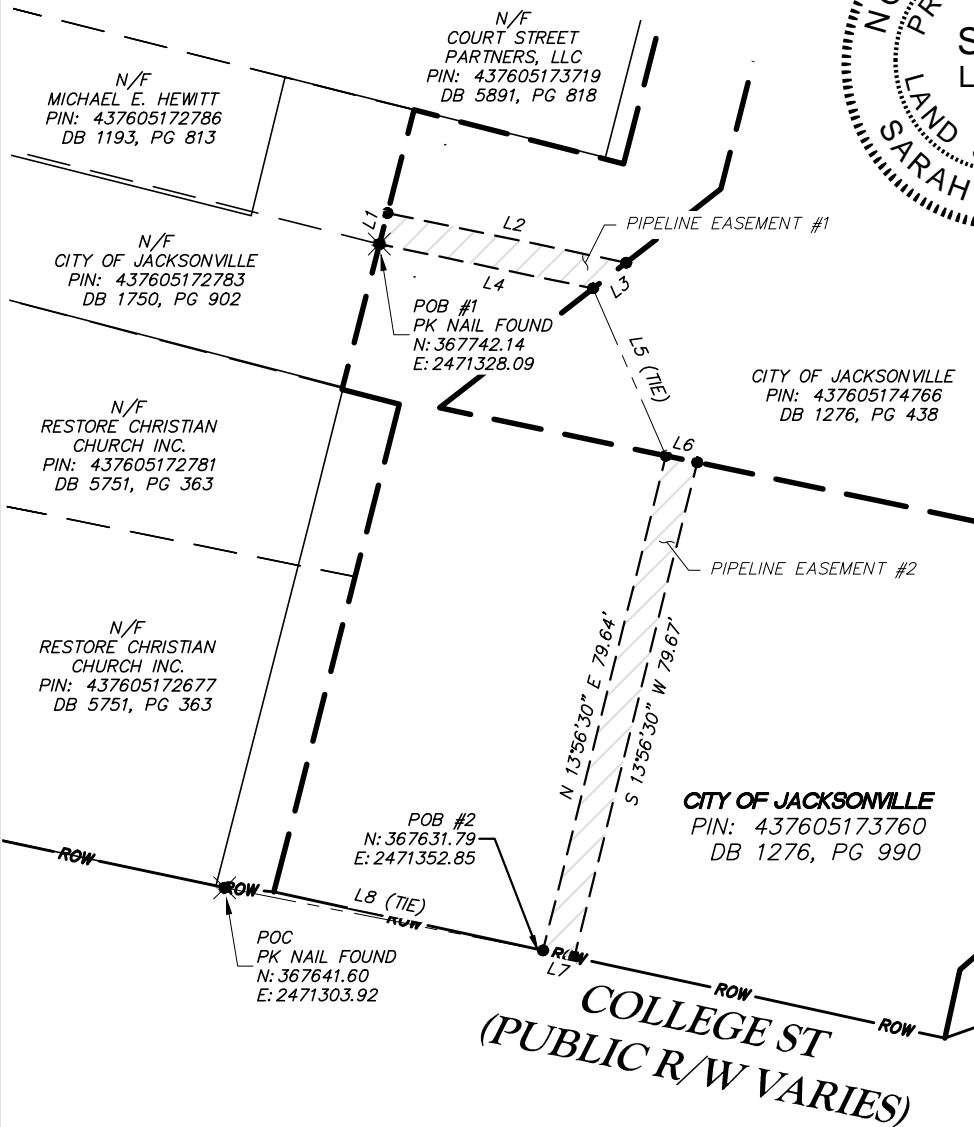


CERTIFICATION

I, SARAH M. ADAMS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1276, PAGE 990); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 1276, PAGE 990; THAT THE RATIO OF PRECISION IS 1: 10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 12 N.C.A.C. 56.1600; PURSUANT TO G.S. 47-30 (F)(1)(C)(4) THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3; AND MEETS THE ATTACHMENT RULES OF G.S. 47-30 (M)(1); THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 11TH DAY OF FEBRUARY 2026

Sarah M. Adams, PLS
SARAH M. ADAMS, PLS L-5717



LINE DATA		
SEGMENT	DIRECTION	LENGTH
L1	N 14° 24' 42" E	5.01'
L2	S 78° 15' 50" E	38.10'
L3	S 52° 07' 33" W	6.56'
L4	N 78° 15' 50" W	34.08'
L5	S 23° 32' 31" E	28.50'
L6	S 78° 01' 08" E	5.00'
L7	N 77° 40' 51" W	5.00'
L8	S 78° 50' 22" E	50.69'

NOTES

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: (DUKE ENERGY/ PIEDMONT NATURAL GAS)
- AREA BY COORDINATE COMPUTATION METHOD.
- ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET.
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
- PURSUANT TO NC GS 47-30 (F), (11), C. 4., THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3.
- THIS SURVEY IS INTENDED FOR THE PURPOSES OF EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE LANDS SHOWN HEREON.
- NC GRID COORDINATES AS SHOWN HEREON ARE BASED UPON GPS OBSERVATIONS UTILIZING NCGS' NETWORK RTK SYSTEM AND ARE REFERENCED TO THE NAD 83(NSRS 2011) DATUM. COMBINED SCALE FACTOR: 0.99991065.
- THE LOCATION OF UTILITIES AS SHOWN HEREON, WHETHER PUBLIC OR PRIVATE, ARE OF SUBSURFACE UTILITY ENGINEERING QUALITY LEVELS AS DEFINED: QUALITY LEVEL D (QL-D) EXISTING UTILITIES ARE DEPICTED ACCORDING TO UTILITY RECORD INFORMATION AND IN-FIELD VISUAL INSPECTION. NO ELECTRONIC DESIGNATING INFORMATION WAS OBTAINED.
- OTHER UTILITIES WHICH WERE NOT OBSERVED AND NOT SHOWN HEREON MAY EXIST. IT IS THE OWNERS/TENANTS RESPONSIBILITY TO VERIFY THE LOCATION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. COLLIERS ENGINEERING AND DESIGN CANNOT ASSUME RESPONSIBILITY FOR MISIDENTIFICATION OR OMISSION OF UNDERGROUND UTILITIES.

LEGEND

- COMPUTED POINT
- R/W = RIGHT OF WAY
- DB = DEED BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT

PNG EASEMENT

- SUBJECT BOUNDARY LINE (NOT SURVEYED)
- ADJOINER BOUNDARY LINE (NOT SURVEYED)
- BUILDING

COLLIERS ENGINEERING & DESIGN, ARCHITECTURE, LANDSCAPE ARCHITECTURE, SURVEYING CT, P.C. DOING BUSINESS AS MASER CONSULTING



301 GOVERNMENT CENTER DRIVE Suite 201 WILMINGTON, NC 28403
Phone: 910.444.3517 Fax: 910.719.9076 STATE OF N.C. FIRM NO. C-4746

PIEDMONT NATURAL GAS COMPANY, INC
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF
CITY OF JACKSONVILLE

COLLEGE STREET, JACKSONVILLE
ONSLOW COUNTY, NC



DUKE ENERGY

PIEDMONT NATURAL GAS
SUBSIDIARY OF DUKE ENERGY
525 S. TRYON STREET
CHARLOTTE, N.C. 28202

REVISIONS:

DUKE PROJ.#: 0239985

TRACT #: 001

DATE: 02/11/2026

DRAWN BY: MB

CHECK BY: SA

SCALE: 1" = 30'

DEED: 1276-990

PROPERTY ID #: 107765

107765_RW_001_ELSAS REST_R0_021126

1 OF 1

PIPELINE EASEMENT #1

BEGINNING AT A PK NAIL FOUND ON THE WESTERN BOUNDARY OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF JACKSONVILLE BY THE ONSLOW COUNTY REGISTER OF DEEDS AT BOOK 1276 PAGE 990, LOCATED IN ONSLOW COUNTY, NORTH CAROLINA HAVING NC GRID COORDINATES OF N: 367742.14 E: 2471328.09; THENCE FROM SAID POINT OF BEGINNING N 14°24'42" E A DISTANCE OF 5.00 FEET TO A CALCULATED POINT, THENCE S 78°15'50" E A DISTANCE OF 38.10 FEET TO A CALCULATED POINT; THENCE S 52°07'33" W A DISTANCE OF 6.56 FEET TO A CALCULATED POINT; THENCE N 78°15'50" W A DISTANCE OF 34.08 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 180 SQUARE FEET +/- (0.004 ACRES +/-).

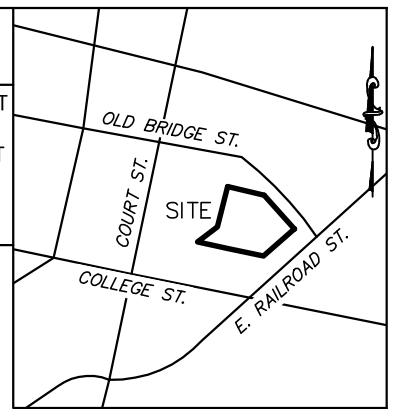
PIPELINE EASEMENT #2

COMMENCING AT A PK NAIL FOUND ON THE SOUTHERN BOUNDARY OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF JACKSONVILLE BY THE ONSLOW COUNTY REGISTER OF DEEDS AT BOOK 1276 PAGE 990, LOCATED IN ONSLOW COUNTY, NORTH CAROLINA HAVING NC GRID COORDINATES OF N: 367641.60 E: 2471303.92 BEING THE POINT OF COMMENCEMENT AND RUNNING S 78°50'22" E A DISTANCE OF 50.69 FEET TO A CALCULATED POINT WITH NC GRID COORDINATES OF N: 367631.79 E: 2471352.85, SAID POINT BEING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING N 13°56'30" E A DISTANCE OF 79.64 FEET TO A CALCULATED POINT; THENCE S 78°01'08" E A DISTANCE OF 5.00 FEET TO A CALCULATED POINT; THENCE S 13°56'30" W A DISTANCE OF 79.67 FEET TO A CALCULATED POINT; THENCE N 77°40'51" W A DISTANCE OF 5.00 FEET TO A CALCULATED POINT, THE POINT AND PLACE OF BEGINNING CONTAINING 398 SQUARE FEET +/- (0.009 ACRES +/-).

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT	0.005	218

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

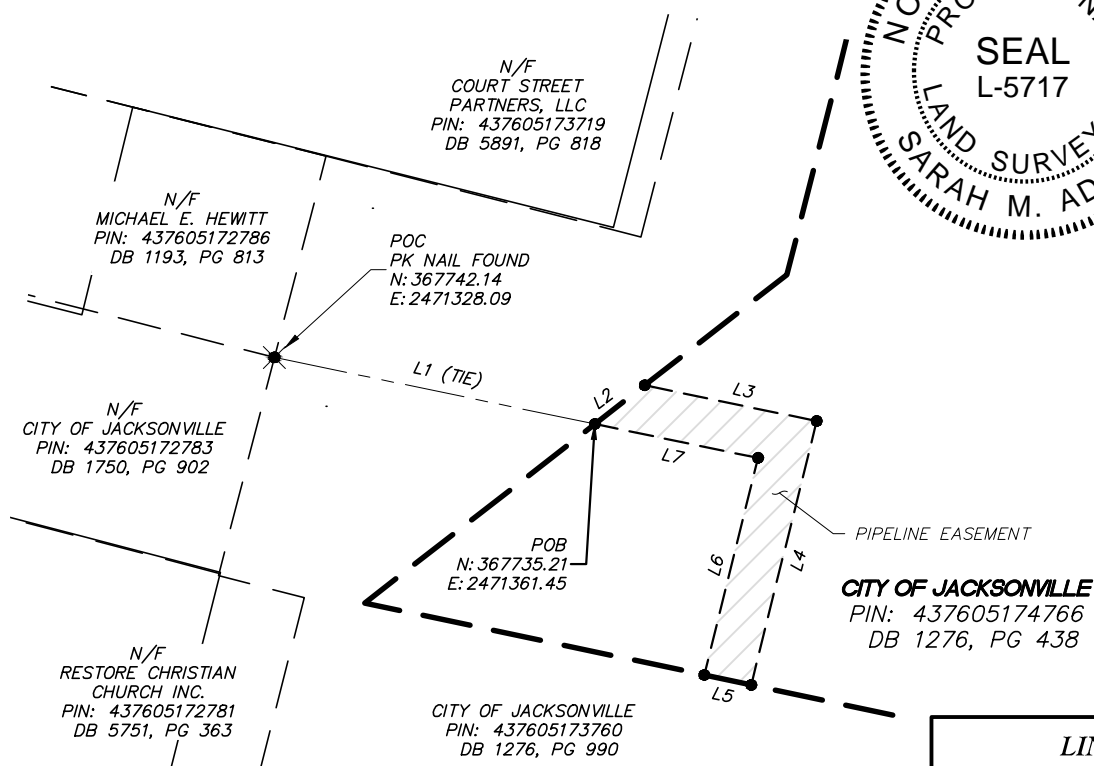
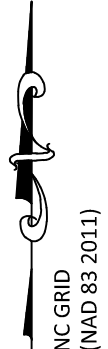


CERTIFICATION

I, SARAH M. ADAMS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1276, PAGE 438); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 1276, PAGE 438; THAT THE RATIO OF PRECISION IS 1:10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 12 N.C.A.C. 56.1600; PURSUANT TO G.S. 47-30 (F)(11)(C)(4) THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3; AND MEETS THE ATTACHMENT RULES OF G.S. 47-30 (M)(1); THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 11TH DAY OF FEBRUARY 2026

Sarah M. Adams, PLS
SARAH M. ADAMS, PLS L-5717



LINE DATA		
SEGMENT	DIRECTION	LENGTH
L1	S 78° 15' 50" E	34.08'
L2	N 52° 07' 33" E	6.56'
L3	S 78° 15' 50" E	18.30'
L4	S 13° 56' 30" W	28.31'
L5	N 78° 01' 08" W	5.00'
L6	N 13° 56' 30" E	23.28'
L7	N 78° 15' 50" W	17.36'

NOTES

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: (DUKE ENERGY/ PIEDMONT NATURAL GAS)
- AREA BY COORDINATE COMPUTATION METHOD.
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LEGEND

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 - R/W = RIGHT OF WAY
 - DB = DEED BOOK
 - PG = PAGE
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
- PIPELINE EASEMENT
- SUBJECT BOUNDARY LINE (NOT SURVEYED)
- ADJOINER BOUNDARY LINE (NOT SURVEYED)
- BUILDING

COLLIERS ENGINEERING & DESIGN, ARCHITECTURE, LANDSCAPE ARCHITECTURE, SURVEYING CT, P.C. DOING BUSINESS AS MASER CONSULTING

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Phone: 910.444.3517 Fax: 910.719.9076 STATE OF N.C. FIRM NO. C-4746

PIEDMONT NATURAL GAS COMPANY, INC
EASEMENT EXHIBIT
EASEMENT ACROSS THE LAND OF
CITY OF JACKSONVILLE
OLD BRIDGE STREET, JACKSONVILLE
ONSLOW COUNTY, NC

PIEDMONT NATURAL GAS
SUBSIDIARY OF DUKE ENERGY
525 S. TRYON STREET
CHARLOTTE, N.C. 28202

REVISIONS:
DUKE PROJ.#: 0239985
TRACT #: 002

DATE: 02/11/2026
DRAWN BY: MB
CHECK BY: SA
107765_RW_002_ELSAS REST_RO_021126

SCALE: 1" = 20'
DEED: 1276-438
PROPERTY ID #: 107765

PIPELINE EASEMENT

COMMENCING AT A PK NAIL FOUND ON THE WESTERN BOUNDARY OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF JACKSONVILLE BY THE ONSLOW COUNTY REGISTER OF DEEDS AT BOOK 1276 PAGE 990, LOCATED IN ONSLOW COUNTY, NORTH CAROLINA HAVING NC GRID COORDINATES OF N: 367742.14 E: 2471328.09 BEING THE POINT OF COMMENCEMENT AND RUNNING S 78°15'50" E A DISTANCE OF 34.08 FEET TO A CALCULATED POINT WITH NC GRID COORDINATES OF N: 367735.21 E: 2471361.45, SAID POINT BEING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING N 52°07'33" E A DISTANCE OF 6.56 FEET TO A CALCULATED POINT, THENCE S 78°15'50" E A DISTANCE OF 18.30 FEET TO A CALCULATED POINT; THENCE S 13°56'30" W A DISTANCE OF 28.31 FEET TO A CALCULATED POINT; THENCE N 78°01'08" W A DISTANCE OF 5.00 FEET TO A CALCULATED POINT; THENCE N 13°56'30" E A DISTANCE OF 23.28 FEET TO A CALCULATED POINT; THENCE N 78°15'50" W A DISTANCE OF 17.36 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 218 SQUARE FEET +/- (0.005 ACRES +/-).



City Council Report

Agenda Item:	7
Date:	3/3/2026

Subject: 2026 Onslow County Property Revaluation
Department: City Manager's Office
Presented by: Joshua W. Ray, City Manager
Presentation: Yes

Presentation Description

At the February 5, 2026, Special Workshop Meeting, staff provided an overview of the revaluation process and its impact on the City's tax base.

Onslow County completes the property revaluation process every 4 years. This responsibility lies solely with the Onslow County Tax Assessor's Office, which determines property values based on established review methods, including assessment of property condition and market value as of a specified date.

While the County determines property values, City Council is responsible for establishing the City's tax rate annually as part of the budget development process.

Staff will present information on how the revaluation process impacts the City and our Citizens.

Council Adopted Goal 4: Assess and appropriately respond to the needs and quality of life of the community.

Action

No action requested at this time.

Approved: City Manager City Attorney

Attachments: None



City Council Report

Agenda	8
Item:	
Date:	3/3/2026

Subject: Water and Sewer Rate Model
Department: Finance
Presented by: Sabrina Adams, Finance Director
Presentation: Yes

Presentation Description

Staff will present the results from the Water and Sewer Rate Model which has been updated to include the projected FY27 capital projects and operating and maintenance budgets.

Action

Review the Water and Sewer Rate Model.

Approved: City Manager City Attorney

Attachments: None



City Council Report

Agenda Item:	9
Date:	3/3/2026

Subject: Fire Protection Automatic Aid Agreements Discussion
Department: Jacksonville Fire Department
Presented by: Tee Tallman, Fire Chief
Presentation: Yes

Presentation Description

The Jacksonville Fire Department (JFD) will provide an overview of the concept for providing improving fire and emergency response services in the City of Jacksonville including its satellite annexations and discuss the attached proposed Automatic Aid Agreements with the Southwest Volunteer Fire Department (SWVFD) and the Pumpkin Center Volunteer Fire Department (PCVFD). These agreements are intended to assist JFD in improving emergency response for the citizens of Jacksonville

Action

Consider the information in the presentation and the proposed Automatic Aid agreements between Southwest Volunteer Fire Department, Pumpkin Center Volunteer Fire Department, and the City of Jacksonville and provide feedback.

Approved: City Manager City Attorney

Attachments:

- A Southwest Automatic Aid Agreement
- B Pumpkin Center Automatic Aid Agreement

AUTOMATIC AID AGREEMENT
BETWEEN
CITY OF JACKSONVILLE, NC FIRE DEPARTMENT
AND
SOUTHWEST VOLUNTEER FIRE DEPARTMENT
FOR
RECIPROCAL EMERGENCY SERVICES PROTECTION

This is an Automatic Aid Agreement (AAA) between the CITY OF JACKSONVILLE, NC FIRE DEPARTMENT (JFD) AT 815 New Bridge Street Jacksonville, NC 28540 and SOUTHWEST Volunteer Fire Department (SWVFD) at 2031 Pony Farm Road Jacksonville, NC 28540. When referred to collectively, the JFD and SWVFD are referred to as the “Parties.”

1. PURPOSE AND SCOPE: This AAA defines the relationship between the Parties as a reciprocal automatic aid and fire protection agreement.

1.1 Excluded from this AAA are calls excluding structure fires and vehicle extrications. Requests for aid not covered in this agreement will fall under a Mutual Aid request.

1.2 Definition of fire protection includes personal services and equipment required for the purposes of structural firefighting and vehicle extrications.

2. RESPONSIBILITIES OF THE PARTIES:

2.1 JFD will:

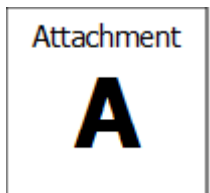
2.1.1 Provide the following resources for the Automatic Aid Response to SWVFD:

2.1.1.1 Engine company for all structure fires in the Hinson Arms and Osprey Cove South Apartment Complexes.

2.1.1.2 Engine for all structure fires in a three (3) mile radius from JFD Station 1.

2.1.1.3 Engine, Rescue, or Ladder truck for all vehicle extrications within a three (3) mile radius from JFD Station 1.

2.1.1.4 For all significant incidents where JFD deploy resources, a Chief Officer will respond when available and report to Command as a liaison and/or support within the ICS system.



2.2 The following officials are authorized to request Mutual Aid assistance on behalf of JFD:

2.2.1 Fire Chief, JFD

2.2.2 Deputy Chief, JFD

2.2.3 Senior On-Duty Fire Officer, JFD

2.2.1.1 Requests made by JFD to SWVFD shall go through Jacksonville Communications Center at 910-938-7585 or via integrated radio communication system.

2.3 SWVFD will:

2.3.1 Provide the following resources for Automatic Aid Response to JFD:

2.3.1.1 Engine or Tanker truck for all structure fires in the area of Jacksonville Landing to southern area of City Limits to include Yopp Rd, Blue Creek School Rd, future city properties and satellite annexations to include but not be limited to Hidden Hills and Stallion Crossing subdivisions.

2.3.1.2 Engine, Rescue, or Tanker truck with extrication tools for all vehicle extrications on Wilmington Hwy., South Marine Blvd., Jacksonville Bypass up to Sewell Bridge.

2.4 The following officials are authorized to request Mutual Aid Assistance on behalf of SWVFD:

2.4.1 Fire Chief, SWVFD

2.4.2 Assistant Chief, SWVFD

2.4.3 Captain or IC, SWVFD

2.4.1.1 Requests made by SWVFD to JFD shall go through the Onslow County Communications Center at 910-455-9119 or via integrated radio communication system.

2.5 Both parties agree:

2.5.1 It is in the best interest of public safety for both Parties to mutually support the other Party's response to structural fires and vehicle extrication emergencies that pose immediate danger to life and/or property automatically, regardless of jurisdictional boundaries.

2.5.1.1 The lands or districts of the Parties are adjacent or contiguous so that aid assistance in fire and emergency services is deemed sound, desirable, practicable, and beneficial.

2.5.1.2 All reciprocal automatic aid provided under the terms of this AAA shall be on a non-reimbursable basis.

2.5.2 Automatically (Automatic Aid) or upon request (Mutual Aid) dispatch, to those predetermined geographic locations and emergency types, available firefighting apparatus and personnel to an emergency that is within the jurisdictional boundaries of the other Party

when holistic resources are not adequate enough to successfully respond to and/or mitigate the emergency effectively.

2.5.3 Assistance under this AAA shall not be mandatory, but the Requested Party should immediately inform the Requesting Party if, for any reason, assistance cannot be rendered.

2.5.4 Upon receipt of a request from designated officials, from JFD or SWVFD, the Receiving Party will furnish emergency services indicated in this AAA to the extent the recipient of such request deems such services are available at the time of the incident.

2.5.5 Deployed resources will remain on scene for the duration of time required to stabilize and mitigate the incident. However, whenever possible, both agencies agree that if deployed resources are no longer required for stabilization or mitigation of the incident, they be released as soon as possible in order to return to their respective response districts.

2.5.6 Upon arrival, the assisting Party shall report to the Requesting Party's Incident Commander.

2.5.7 Implement a procedure consistent with this AAA that provides for automatic dispatch of available firefighting apparatus and personnel from the closest fire station to a structure fire or vehicle extrication. The following are the minimum inclusions of such procedures:

2.5.8 Establish any detailed plans and procedures necessary to implement this AAA, with considerations to including:

2.5.8.1 The use of geospatial data.

2.5.8.2 Establish a system for cross-training.

2.5.8.3 Transfer of command and control.

2.5.8.4 Development of automatic response criteria.

2.5.8.4 Joint training events and sharing of equipment during training.

2.5.8.6 Adherence to guidelines in the Communication Framework.

2.5.8.6 Other sources necessary for interoperability.

2.5.9 Fire and Emergency Services personnel of the Parties are invited and encouraged, on a reciprocal and coordinated basis, to frequently visit each other's facilities and activities for guided familiarization tours, to jointly conduct pre-incident plans and drills, etc.

2.5.10 Each of the Parties to this AAA hereby expressly waives all claims against the other Party that may arise through the performance of this AAA. Each Party also agrees, to the extent authorized by law, to hold harmless and indemnify the other Party against any claims of loss, damage, personal injury, or death occurring to the performance of this AAA.

3. PERSONNEL: Each party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

4. GENERAL PROVISIONS:

4.1 POINTS OF CONTACT (POCS). The following POCs will be used by the parties to communicate matters concerning this AAA. Each party may change its POC upon reasonable notice to the other Party.

4.1.1 For JFD

4.1.1.1 Name: Chief Edward “Tee” Tallman III
Title: Fire Chief
Phone: (910) 750-1432
E-Mail: etallman@jacksonvillenc.gov

4.1.1.2 Name: Chief Shaun Hayes
Title: Deputy Chief
Phone: (910) 358-1037
E-Mail: shayes@jacksonvillenc.gov

4.1.1.3 Name: Chief Amy Procopio
Title: Deputy Chief
Phone: (910) 915-5899
E-Mail: aprocopio@jacksonvillenc.gov

4.1.2 For SWVFD

4.1.2.1 Name: Chief Ray Silance
Title: Fire Chief
Phone: (910) 330-7935
E-Mail: Ray.Silance@gmail.com

4.1.2.2 Name: Chief Billy Snyder
Title: Assistant Chief
Phone: (910) 330-0759

4.2 CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this AAA will be addressed, if to JFD, to:

4.2.1 Fire Chief
City of Jacksonville Fire Department
PO BOX 128
Jacksonville, NC 28541

And, if to SWVFD to:

4.2.2 Fire Chief
SOUTHWEST Volunteer Fire Dept.
2031 Pony Farm Road
Jacksonville, NC 28540

4.3 REVIEW OF AGREEMENT. This AAA will be reviewed no less often than mid-point on or around the anniversary of its effective date in its entirety.

4.4 MODIFICATION OF AGREEMENT. This AAA may only be modified by the written AAA of the Parties, duly signed by their authorized representatives.

4.5 DISPUTES. Any disputes relating to this AAA will, subject to any applicable law or Executive Order, be resolved by consultation between the Parties.

4.6 TERMINATION OF AGREEMENT. This AAA may be terminated by either Party giving at least 30 days written notice to the other Party. The AAA may also be terminated at any time upon the mutual written consent of the Parties.

4.7 TRANSFERABILITY. This AAA is not transferable except with the written consent of the Parties.

4.8 ENTIRE AGREEMENT. It is expressly understood and agreed that this AAA embodies the entire AAA between the Parties regarding the AAAs subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

4.9 EFFECTIVE DATE. This AAA takes effect beginning on the day after the last party signs.

4.10 EXPIRATION DATE. This AAA expires 10 years following the date of the last signature.

4.11 NO THIRD-PARTY BENEFICIARIES. Nothing in this AAA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any

remedy or claim under or by reason of this AAA and this AAA will be for the sole and exclusive benefit of the Parties.

4.12 SEVERABILITY. If any term, provision, or condition of this AAA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this AAA and all remaining terms, provisions, and conditions of this AAA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

5. FINANCIAL DETAILS. This AAA does not provide for reimbursement between the Parties.

For the SWVFD:

Ray Silance
Fire Chief
SOUTHWEST VFD
Jacksonville, NC

(DATE)

For the JFD:

Joshua W. Ray
City Manager
City of Jacksonville
Jacksonville, NC

(DATE)

Mid-Point Review Due Date: TBD

(DATE)

Mid-Point Review completed by: _____

Signature and Name of Reviewer

CERTIFICATE OF CITY’S ATTORNEY

I, the undersigned, Lorna I. Welch., the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached Automatic Aid Agreement between the City of Jacksonville and Southwest Volunteer Fire Department and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Signature

Date

APPROVAL BY CITY FINANCE OFFICER

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

Signature

Date

Account #: N/A

Dollar Amount of Contract: \$0.00

AUTOMATIC AID AGREEMENT
BETWEEN
CITY OF JACKSONVILLE, NC FIRE DEPARTMENT
AND
PUMPKIN CENTER VOLUNTEER FIRE DEPARTMENT
FOR
RECIPROCAL EMERGENCY SERVICES PROTECTION

This is an Automatic Aid Agreement (AAA) between City of Jacksonville, NC Fire Department (JFD) at 815 New Bridge Street, Jacksonville, NC 28540 and Pumpkin Center Volunteer Fire Department (PCVFD) at 3285 New Bern Hwy., Jacksonville, NC 28546. When referred to collectively, the JFD and PCVFD are referred to as the “Parties.”

1. PURPOSE AND SCOPE: This AAA defines the relationship between the Parties as a reciprocal automatic aid and fire protection agreement.

1.1 Excluded from this AAA are calls excluding structure fires and vehicle extrications. Requests for aid not covered in this agreement will fall under a Mutual Aid request.

1.2 Definition of fire protection includes personal services and equipment required for the purposes of structural firefighting and vehicle extrications.

2. RESPONSIBILITIES OF THE PARTIES:

2.1 JFD will:

2.1.1 Provide the following resources for the Automatic Aid Response to PCVFD:

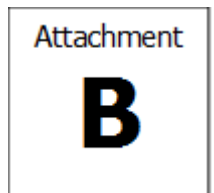
2.1.1.1 Engine and Ladder truck for all structure fires in Highland Forrest and White Oak High School.

2.1.1.2 Engine for all structure fires in Regalwood and Carolina Plantation.

2.1.1.3 Engine, Rescue, or Ladder truck for all vehicle extrications on New Bern Hwy North to Kellum Loop, Ramsey Road, and Piney Green to White Oak HS.

2.1.1.4 Engine for all fire alarms to the White Street Industrial Park.

2.1.1.5 Three Engines, Rescue, Ladder, Squad, and Battalion to all confirmed structure fires to the White Street Industrial Park.



2.1.1.6 For all significant incidents where JFD deploy resources, a Chief Officer will respond when available and report to Command as a liaison and/or support within the ICS system.

2.2 The following officials are authorized to request Mutual Aid assistance on behalf of JFD:

2.2.1 Fire Chief, JFD

2.2.2 Deputy Chief, JFD

2.2.3 Senior On-Duty Fire Officer, JFD

2.2.1.1 Requests made by JFD to PCVFD shall go through Jacksonville Communications Center at 910-938-7585 or via integrated radio communication system.

2.3 PCVFD will:

2.3.1 Provide the following resources for Automatic Aid Response to JFD:

2.3.1.1 Engine or Tanker truck for all structure fires in the area of Western Blvd and N. Marine to the city limits, Piney Green Rd., Patriot Park, and Drummer Kellum to include Country View, Harvest Meadows and Muscadine.

2.3.1.2 Engine, Rescue, or Tanker truck with extrication tools for all vehicle extrications on Western Blvd and N. Marine to the city limits and Drummer Kellum Rd.

2.4 The following officials are authorized to request Mutual Aid Assistance on behalf of PCVFD:

2.4.1 Fire Chief, PCVFD

2.4.2 Assistant Chief, PCVFD

2.4.3 Captain or IC, PCVFD

2.4.1.1 Requests made by PCVFD to JFD shall go through the Onslow County Communications Center at 910-455-9119 or via integrated radio communication system.

2.5 Both parties agree:

2.5.1 It is in the best interest of public safety for both Parties to mutually support the other Party's response to structural fires and vehicle extrication emergencies that pose immediate danger to life and/or property automatically, regardless of jurisdictional boundaries.

2.5.1.1 The lands or districts of the Parties are adjacent or contiguous so that aid assistance in fire and emergency services is deemed sound, desirable, practicable, and beneficial.

2.5.1.2 All reciprocal automatic aid provided under the terms of this AAA shall be on a non-reimbursable basis.

2.5.2 Automatically (Automatic Aid) or upon request (Mutual Aid) dispatch, to those predetermined geographic locations and emergency types, available firefighting apparatus and personnel to an emergency that is within the jurisdictional boundaries of the other Party when holistic resources are not adequate enough to successfully respond to and/or mitigate the emergency effectively.

2.5.3 Assistance under this AAA shall not be mandatory, but the Requested Party should immediately inform the Requesting Party if, for any reason, assistance cannot be rendered.

2.5.4 Upon receipt of a request from designated officials, from JFD or PCVFD, the Receiving Party will furnish emergency services indicated in this AAA to the extent the recipient of such request deems such services are available at the time of the incident.

2.5.5 Deployed resources will remain on scene for the duration of time required to stabilize and mitigate the incident. However, whenever possible, both agencies agree that if deployed resources are no longer required for stabilization or mitigation of the incident, they be released as soon as possible in order to return to their respective response districts.

2.5.6 Upon arrival, the assisting Party shall report to the Requesting Party's Incident Commander.

2.5.7 Implement a procedure consistent with this AAA that provides for automatic dispatch of available firefighting apparatus and personnel from the closest fire station to a structure fire or vehicle extrication. The following are the minimum inclusions of such procedures:

2.5.8 Establish any detailed plans and procedures necessary to implement this AAA, with considerations to including:

2.5.8.1 The use of geospatial data.

2.5.8.2 Establish a system for cross-training.

2.5.8.3 Transfer of command and control.

2.5.8.4 Development of automatic response criteria.

2.5.8.4 Joint training events and sharing of equipment during training.

2.5.8.6 Adherence to guidelines in the Communication Framework.

2.5.8.6 Other sources necessary for interoperability.

2.5.9 Fire and Emergency Services personnel of the Parties are invited and encouraged, on a reciprocal and coordinated basis, to frequently visit each other's facilities and activities for guided familiarization tours, to jointly conduct pre-incident plans and drills, etc.

2.5.10 Each of the Parties to this AAA hereby expressly waives all claims against the other Party that may arise through the performance of this AAA. Each Party also agrees, to the extent authorized by law, to hold harmless and indemnify the other Party against any claims of loss, damage, personal injury, or death occurring to the performance of this AAA.

3. PERSONNEL: Each party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

4. GENERAL PROVISIONS:

4.1 POINTS OF CONTACT (POCS). The following POCs will be used by the parties to communicate matters concerning this AAA. Each party may change its POC upon reasonable notice to the other Party.

4.1.1 For JFD

4.1.1.1 Name: Chief Edward “Tee” Tallman III
Title: Fire Chief
Phone: (910) 750-1432
E-Mail: etallman@jacksonvillenc.gov

4.1.1.2 Name: Chief Shaun Hayes
Title: Deputy Chief
Phone: (910) 358-1037
E-Mail: shayes@jacksonvillenc.gov

4.1.1.3 Name: Chief Amy Procopio
Title: Deputy Chief
Phone: (910) 915-5899
E-Mail: aprocopio@jacksonvillenc.gov

4.1.2 For PCVFD

4.1.2.1 Name: Chief Jeremy Foster
Title: Fire Chief
Phone: (910) 330-0676
E-Mail: pumpkincenter1200@yahoo.com

4.1.2.2 Name: Chief Johnny White
Title: Assistant Chief
Phone: (910) 333-2242

4.2 CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this AAA will be addressed, if to JFD, to:

4.2.1 Fire Chief

City of Jacksonville, NC Fire Department
PO BOX 128
Jacksonville, NC 28541

And, if to PCVFD to:

4.2.2 Fire Chief

Pumpkin Center Volunteer Fire Dept.
3285 New Bern Highway
Jacksonville, NC 28546

4.3 REVIEW OF AGREEMENT. This AAA will be reviewed no less often than mid-point on or around the anniversary of its effective date in its entirety.

4.4 MODIFICATION OF AGREEMENT. This AAA may only be modified by the written AAA of the Parties, duly signed by their authorized representatives.

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4.9 EFFECTIVE DATE. This AAA takes effect beginning on the day after the last party signs.

4.10 EXPIRATION DATE. This AAA expires 10 years following the date of the last signature.

4.11 NO THIRD-PARTY BENEFICIARIES. Nothing in this AAA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any

remedy or claim under or by reason of this AAA and this AAA will be for the sole and exclusive benefit of the Parties.

4.12 SEVERABILITY. If any term, provision, or condition of this AAA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this AAA and all remaining terms, provisions, and conditions of this AAA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

5. FINANCIAL DETAILS. This AAA does not provide for reimbursement between the Parties.

For the PCVFD:

For the JFD:

Jeremy Foster
Fire Chief
Pumpkin Center VFD
Jacksonville, NC

Joshua W. Ray
City Manager
City of Jacksonville
Jacksonville, NC

(DATE)

(DATE)

Mid-Point Review Due Date: TBD_____
(DATE)

Mid-Point Review completed by: _____
Signature and Name of Reviewer

CERTIFICATE OF CITY’S ATTORNEY

I, the undersigned, Lorna I. Welch., the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached Automatic Aid Agreement between the City of Jacksonville and Pumpkin Center Volunteer Fire Department and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Signature

Date

APPROVAL BY CITY FINANCE OFFICER

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

Signature

Date

Account #: N/A

Dollar Amount of Contract: \$0.00



City Council Report

Agenda Item:	10
Date:	3/3/2026

Subject: Housing Policy Update
Department: City Manager's Office
Presented by: Terrell Blackmon, Assistant City Manager
Presentation: Yes

Presentation Description

On June 3, 2025, Assistant City Manager Terrell Blackmon provided a Housing Policy Update to City Council on the City's affordable housing assessment that was conducted by the Development Finance Initiative (DFI) with the School of Government at the University of North Carolina. As a result of the assessment, staff has determined that the City's affordable housing priorities should focus on new infill single-family home construction, housing rehabilitation and strategic lot acquisition for future workforce housing development. Further, as the City establishes its affordable housing priorities, it is imperative that our local housing policies are both adaptable and innovative to meet the needs of our community while maintaining compliance with state and federal housing policy and legislation.

Action

Receive staff updates and recommendations on housing policy related to affordable housing development and provide input.

Approved: City Manager City Attorney

Attachments: None