



Pender County

Agenda

**Board of County Commissioners Meeting
Monday, November 20, 2023 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC**

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1. CALL TO ORDER		
2. INVOCATION		
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4. ADOPTION OF AGENDA		
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7. CONSENT AGENDA		
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7.3. Approval of Pender County Emergency Management Fuel Shortage Plan Pender County Emergency Management Fuel Shortage - Pdf	Batson	41
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	Donation - Pdf		
7.7.	Refund/Release Requests for items meeting NC G.S 105-381 Refund/Release Request - Pdf	Radke	63 - 64
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10.	APPOINTMENTS		
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11.	MAPLE HILL WATER AND SEWER DISTRICT		
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13.	SCOTTS HILL WATER AND SEWER DISTRICT		
14.	MOORES CREEK WATER AND SEWER DISTRICT		
15.	CENTRAL PENDER WATER AND SEWER DISTRICT		

16. PENDER COUNTY BOARD OF HEALTH
17. SOCIAL SERVICES BOARD
18. PUBLIC COMMENT FOR NON-AGENDA ITEMS
19. ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGER, & COUNTY COMMISSIONERS
20. CLOSED SESSION (IF APPLICABLE).
21. 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS
 - 21.1. REZONE 2023-55: Request to rezone two parcels totaling approximately 165 acres from the RP, Residential Performance zoning district to the O&I, Office & Institutional zoning district in the Topsail Township
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Moran 195 - 219
 - 21.2. Recap of Joint Meeting Between Planning Board and Board of Commissioners
[Joint Meeting Recap - Pdf](#)
Adams 221 - 223
22. ADJOURNMENT



Pender County Proclamation Honoring Desmond Jordan

TO: Board of County Commissioners
FROM: Brandi Cobb
DATE: November 20, 2023
SUBJECT: Proclamation Honoring Desmond Jordan

SUMMARY:

On November 6, 2023, Ms. Cheryl Highsmith appeared at the Board of Commissioners meeting and informed the Board that Desmond Jordan, a Pender County resident, had recently won first place at the United States Powerlifting Association World Championships in Coventry, England, having deadlifted over 800 pounds. In addition, Mr. Jordan is the founder of House of Gains, a workout facility located in Burgaw, North Carolina, where he trains and helps other athletes in the area.

The attached resolution honors and celebrates Mr. Jordan's achievement and his contributions to coaching and mentoring other athletes, particularly young athletes.

ATTACHMENTS:

Proclamation

Board of County Commissioners
Jacqueline A. (Jackie) Newton – Chair
Wendy Fletcher-Hardee – Vice Chair
Archibald (Fred) McCoy
Jerry Groves
Brad George



County Manager
David Andrews
Assistant County Manager
Allen Vann
County Attorney
Carl W. (Trey) Thurman
Staff Attorney
Patrick Buffkin

A RESOLUTION OF THE PENDER COUNTY BOARD OF COMMISSIONERS

**HONORING DESMOND JORDAN ON THE OCCASION OF HIS
WINNING FIRST PLACE AT THE UNITED STATES POWERLIFTING
ASSOCIATION WORLD CHAMPIONSHIP**

WHEREAS, Desmond Jordan is a resident of Pender County, North Carolina; and

WHEREAS, Desmond Jordan recently won first place at the United States Powerlifting Association World Championship in Coventry, England, deadlifting over 800 pounds; and

WHEREAS, Desmond Jordan is the founder of House of Gains, located in Burgaw, North Carolina, a workout facility where he trains and helps other athletes; and

WHEREAS, Desmond Jordan is an inspiration to all Pender County residents, having overcome adversity to achieve world champion status and with a passion for inspiring others in the community, particularly children, to achieve their full potential.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COMMISSIONERS OF PENDER COUNTY, NORTH CAROLINA THAT:**

1. The Board of Commissioners of Pender County honors and celebrates Desmond Jordan's achievement of first place at the United States Powerlifting Association World Championship; and

2. The Board of Commissioners of Pender County expresses its deepest appreciation to Desmond Jordan for being an inspiration to other residents of Pender County, particularly the young athletes that he coaches and mentors; and

3. Upon execution by the officers of the County, the Clerk to the Board shall transmit a copy of this resolution Desmond Jordan.

Adopted by the Pender County Board of Commissioners this the 20th day of November, 2023.

Jacqueline A. Newton,
Chair of the Board of Commissioners

ATTEST: _____
David Andrews,
Clerk to the Board of Commissioners



Pender County Communications Plan and Website Project Timeline

TO: BOCC
FROM: Brandi Cobb
DATE: November 20, 2023
SUBJECT: Communications Plan and Website Project Timeline

SUMMARY:

The Communication Manager has been working on communications plan to have a unified message in branding across all departments. The communication's office should serve as a credible source of information by supporting the County's mission and to tell the County's story in a timely manner by working with county officials, county departments, and community groups.

Website project timeline - The manager's office and IT have been working on soliciting proposals for a new website. This presentation will summarize a conservative timeline for the project.

Pender County



Communications Plan

2023





Mission

The purpose of the Pender County Communications Department is to serve as a credible source of information by supporting the County's mission and to tell the County's story in a timely manner by working with county officials, county departments, and community groups. The Communication's Department manages external affairs for the County, including media relations, social media, assisting with web services, content creation, and branding and marketing.

Goals In supporting the priorities of the County



Community Engagement

Increase public awareness, and encourage participation in local government throughout our departments.



Branding

Define and implement visual standards that ensure cohesive branding throughout the county.



Communication

Strengthen established channels and methods of communication. Add new print communication to the calendar.



Goals and Deliverables



Increase social media presence

- Get acquainted with our audience and determine what information is important to them by posting various timely and relevant content, paying close attention to topics that the audience is most responsive to.
- Create content for the audience that is engaging, and create content that is interactive (i.e., mini-surveys, open-ended questions).
- Monitor the performance of all channels with metrics and quality to ensure compliance with brand.

Continue website project and develop strategy

- When the website project begins, manage the design
- When the website project launches assist departments when needed.
- Create content for the website. Create a style guide for the project manager to use as a guide for the website.
- Develop best practices for managing County website.





Goals and Deliverables



Branding

- Create a branding and style guide to ensure consistent messaging across all forms of engagement.
- Create a media kit for media and outside organizations to use.
- The style guide will include the history of the logo, a palette of colors and typography, a set of imagery guidelines, and directions on when to use it.
- These guidelines will be updated and evolve as Pender County grows.

Increase e-communications

- Create a monthly newsletter for website subscribers.
- Work on direct mail campaigns for various departments.
- Create a State of the County report. celebrate partnerships, reflect on the accomplishments of the previous year, and outline the County's future goals, both print and e-communication.
- With the new website application look at different texting applications to use with departments to keep residents informed of what is happening in Pender County.





Goals and Deliverables



Community Relations

- Attend County meetings (i.e., BOCC, planning). Attend networking events (i.e., Chambers of Commerce, expos after hours). Attend local festivals and events when available. Donate time to assist with local charities.
- Join County marketing associations like 3CMA to become a more effective County communicator and share with others what great things we are doing in Pender County.
- Speak at events, local schools and sharing with people about what we are doing in Pender County.

Media Relations

- Maintain an updated media list.
- Provide consistent, proactive news releases and public service announcements to achieve accurate coverage.
- Monitor media by staying up to date on local media topics and coverage.
- Provide media and photo opportunity alerts for newsworthy events to stay top-of-mind with the media. Share photos if they cannot attend event.

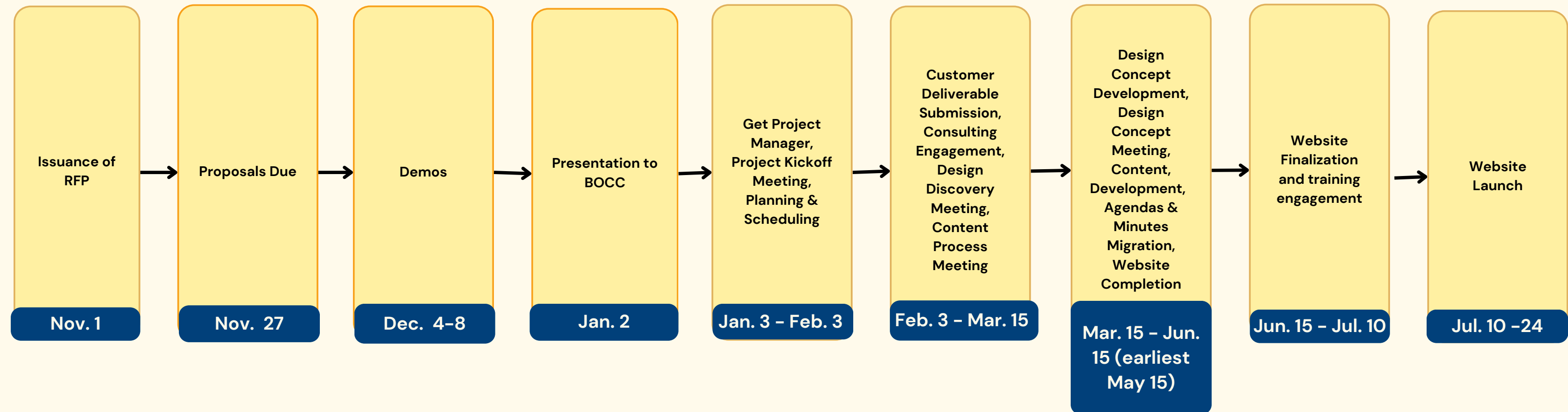




Thank You

Any Questions

Website Project Timeline





Pender County Public Information

TO: Board of County Commissioners
FROM: Allen Vann
DATE: November 20, 2023
SUBJECT: Focus Broadband - Pender County Update

SUMMARY:

Allen Vann, Assistant County Manager, will give the Board the latest information regarding Focus Broadband Internet.



Pender County Park Projects Update

TO: Board of County Commissioners

FROM: Jared Cass

DATE: November 20, 2023

SUBJECT: Park Projects Update

SUMMARY:

Staff will provide an update on the status of Penderlea Community Park and Central Pender Park projects

PARK PROJECTS UPDATE

NOVEMBER 20, 2023



PENDERLEA COMMUNITY PARK PICNIC SHELTER/RESTROOM

- Kickoff meeting held Aug. 15, 2023.
- Construction fencing has been installed.
- Trusses have been delivered.
- Anticipated completion Feb. 2024.



CENTRAL PENDER PARK PHASE I



Kickoff meeting held Oct. 24, 2023.



Final site design due Feb. 2024.



Construction documents 100% complete Aug. 2024.

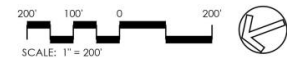


Final completion Oct. 2025



PARTF Application Exhibit

THIS PLAN IS PRELIMINARY AND IS SUBJECT TO CHANGE



APRIL 28, 2022

Central Pender Park | Pender County, NC

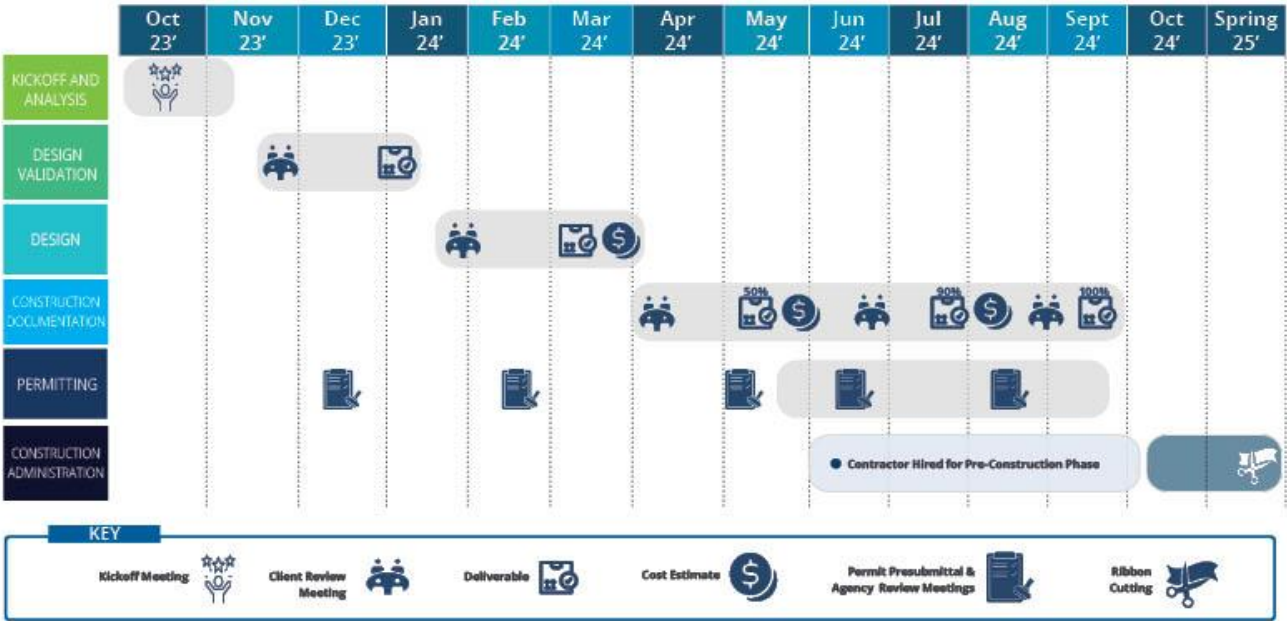
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ESTIMATED PROJECT TIMELINE



QUESTIONS?



Pender County Status of DOT Study of Malpass Corner

TO: Board of County Commissioners
FROM: Daniel Adams
DATE: November 20, 2023
SUBJECT: Status of DOT Study of Malpass Corner

SUMMARY:

Daniel Adams, Planning Director, will give a brief update on the NCDOT study of Malpass Corner.



Pender County Update on 421 - Water System Expansion

TO: Board of County Commissioners
FROM: Anthony Colon
DATE: November 20, 2023
SUBJECT: Update on 421 - Water System Expansion

SUMMARY:

Anthony Colon, Public Utilities Director, will give the Board an update on the 421 - Water System Expansion.



Pender County Request for Board action

TO: Board of County Commissioners
FROM: Alan Cutler
DATE: November 20, 2023
SUBJECT: Approval of Budget Amendment for the transfer of revenue funds from insurance claims in the amount of \$24,042.42.

SUMMARY:

Pender County Sheriff's Office is requesting the approval of a Budget Amendment for the transfer of revenue/insurance funds . These funds are from totaled vehicles and will be used to purchase another vehicle. The amount of these funds are \$24,042.42.

Revenues-

10-320017 Insurance/property loss \$24,042.42.

Expenditures

510-407403 Capital Outlay/Vehicle \$24,042.42.

ATTACHMENTS:

Approval of Budget Amendment for the transfer of revenue funds from insurance claims in the amount of \$24,042.42.

Pender County Budget Ordinance Amendment

Fiscal Year

FY 2023-2024

Department

510 - SHERIFFS DEPARTMENT

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	10-320017	Insurance/Property loss	24,042.42
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-407403	Capital Outlay/vehicle	24,042.42
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues24042.42

Total Expenditures24042.42

Budget Amendment Balances when Zero.

0

Prepared By:Jennie Coleman

Emailjennifer.coleman@pendersheriff.com



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Tommy Batson
DATE: November 20, 2023
SUBJECT: Approval of Budget Amendment for the transfer of revenue funds

SUMMARY:

Pender County Emergency Management is requesting the approval of a Budget Amendment for the transfer of revenue/insurance funds. These funds are from a traffic accident with damage to a vehicle and will be used to make repairs to the damaged vehicle. The amount of these funds is \$24,042.42.

Revenues-

10-320017 Insurance from VFIS for \$400.00

10-320017 Insurance from VFIS for \$778.25

Expenditures

525-402800 Vehicle Repairs and Maintenance \$1,278.25

ACTION REQUESTED:

Approval of Budget Amendment for the transfer of revenue funds from insurance claims in the amount of \$1,178.25

PENDER COUNTY



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED	
	ACCOUNT				LINE DESCRIPTION	EFF DATE	BUDGET	BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2024	05	303 11/07/2023			BUA dept trnsf	1	2		
1	10	320017		GENERAL FUND	INSURANCE/PROPERTY LOSS		-108,412.58	-1,178.25	-109,590.83
	10	-00-000-000-00	-320017-		DFM Ins veh damage		11/07/2023		
2	525	402800		EMERGENCY MANAGEMENT	VEHICLE REPAIRS/MAINTENANCE		5,000.00	1,178.25	6,178.25
	10	-20-525-000-00	-402800-		DFM Ins veh damage		11/07/2023		
** JOURNAL TOTAL							0.00		

CLERK: ablake

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PENDER COUNTY



BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
10	GENERAL FUND	2024	5	303	11/07/2023			
	10-287000					APPROPRIATION CONTROL		1,178.25
	10-288000					ESTIMATED REVENUE CONTROL	1,178.25	
						FUND TOTAL	1,178.25	1,178.25

** END OF REPORT - Generated by Angela Blake **

Pender County Budget Ordinance Amendment

Page 5 of 5

Fiscal Year

FY 2023-2024

Department

525 - EMERGENCY MANAGEMENT

Proposed Amendment:

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	525-320017	INSURANCE PROCEEDS	1179
2			
3			
4			
5			
6			
7			
8			
9			
10			

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	525-402800	VEH REPAIRS & MAINT	1179
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues
1179

Total Expenditures
1179

Budget Amendment Balances when Zero.
0

Prepared By:
Meg Blue

Email
mblue@pendercountync.gov



Pender County Approval of Pender County Emergency Management Fuel Shortage Plan

TO: Board of County Commissioners
FROM: Tommy Batson
DATE: November 20, 2023
SUBJECT: Approval of Pender County Emergency Management Fuel Shortage Plan

SUMMARY:

Pender County Emergency Management completed a Fuel Shortage Plan for the County and Emergency Management Performance Grant. This plan is supported by County Manager, Emergency Management Director, Facilities Director, and other staff named in the Pender County Emergency Fuel Shortage Group. This is an official document and covered under NC GS 132-1.7. Sensitive public security #1 & #5 information.

ACTION REQUESTED:

Approval of Pender County Emergency Management Fuel Shortage



**Pender County
October 16, 2023, BOCC Meeting
Minutes**

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: November 20, 2023
SUBJECT: October 16, 2023, BOCC Meeting Minutes

SUMMARY:

Attached are the minutes of the October 16th, 2023, BOCC meeting.

ACTION REQUESTED:

Approval of Minutes

ATTACHMENTS:

Minutes



MINUTES
Board of County Commissioners Meeting
Monday, October 16, 2023 4:00 PM
Hampstead Annex Auditorium

MEMBERS PRESENT:

Fred McCoy
Jacqueline A. Newton
Jerry Groves
Wendy Fletcher-Hardee
Brad George

MEMBERS ABSENT:

OTHERS PRESENT:

David Andrews, County Manager
Trey Thurman, County Attorney
Patrick Buffkin, Staff Attorney
Lexi Stanfield, Clerk to the Board
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

- 1 CALL TO ORDER**
- 2 INVOCATION**
- 3 PLEDGE OF ALLEGIANCE**
- 4 ADOPTION OF AGENDA**

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

A motion was made to remove item 6.1 Dept of Labor Safety Awards and add a water update to the agenda.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			

Brad George	x			
	5	0	0	0

CARRIED.

5 PUBLIC HEARING

6 PUBLIC INFORMATION

6.1 Dept of Labor Safety Awards

This item was tabled for another meeting.

6.2 Water Update

Anthony Colon, Public Utilities Director, gave an update Pender County water. There were two meetings held earlier this month to regards county water. In some areas, high levels of iron and sulfur have been found in residents' private wells. Colon reported 78 people have signed a petition to receive county water. There are few options Pender County can explore to remedy this. These options were not discussed. Chair Newton spoke on one of the aforementioned meetings held to discuss the water at the Shiloh Volunteer Fire Department. Colon will later be showing the Board a spreadsheet comprised of the names and addresses collected at the meeting.

6.3 NC DOT updates on current projects in Pender County

NCDOT had several members present to give updates on a variety of projects going on in Pender County. Katie Hite, Project Development Engineer, began by introducing all the NCDOT staff. Hite went over the seven (7) stages of the project process, as well as who is involved throughout the different phases. Daniel Waugh, Resident Engineer, gave an update on the Hampstead Bypass. The bypass goes from Highway 17 to NC 210. Currently, NCDOT is working on the intersection of NC 210 and Hoover Rd. Next year NCDOT will be doing utility construction. Overall, the bypass is 30% complete. Waugh updated the Board on the other sections of the bypass and their timelines. Waugh and Hite answered questions from the Board. Stoney Mathis, Traffic Engineer for District Three (3), presented the Pender County Intersection Improvements. Stoney updated the Board on NC 210 at US 421 first. Currently, a field investigation is estimated to be completed on 10.24.2023. The study is intended to provide intersection improvement recommendations. Stoney went over the many updates on US 421 at Malpass Corner Rd, NC 210 at Island Creek Rd./Dallie Futch Rd., US 117 at Ashton Rd./ Old River Rd., and US 117 at SR 1412 (new road). Katie Hite went over the NC 210 Feasibility study update. The final cost

estimates are anticipated within the month. This project was split into six (6) different mini projects in effort to ease funding. Hite answered questions from the Board.

7 PUBLIC COMMENT FOR AGENDA ITEMS

8 CONSENT AGENDA

- 8.1 Approval of Purchase Order to Motorola Solutions, Inc. in the Amount of \$105,778.20 for the Lease Purchase of Portable and Mobile Radios.

Item 8.5 Contract Amendment for New Law Enforcement Center and item 8.6 Application for Gift- Eagle Scout Project were moved from the consent agenda to Approvals and Resolutions as items 9.3 and 9.4, respectively.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to adopt the consent agenda with the changes stated.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

- 8.2 September 18, 2023, BOCC Meeting Minutes
- 8.3 Resolution of the Pender County Board of Commissioners Authorizing Upset Bid Process with respect to the Disposition by Sale of Parcel 3332-88-7049-0000 Located in Burgaw, NC
- 8.4 Approval of Purchase Order for the purchase of a 2023 Dodge Ram 1500 truck in the amount of \$39,718.35.

9 APPROVALS AND RESOLUTIONS

- 9.1 Resolution supporting NC DOT's grant application for a traffic signal at the intersection of Sloop Point Road and US Highway 17, to include a cash contribution of up to \$66,250 if the project is awarded

Jesse Leonard, NCDOT's Assistant Division Maintenance Engineer,

presented this item. Leonard explained how NCDOT utilizes citizen's requests, collected data, etc. to figure out where road and traffic light/signal improvements can be made. Once an area has been identified as beneficial from a light/sign NCDOT seeks out funding. A dependable way to fund new installations is through Direct Attributal funds. These are federal funds that proposed projects can be submitted to local MPOs to compete for selection. These do require support from the local governing body and a twenty-five percent (25%) match. The local match is required to be approve when the application is submitted. NCDOT is asking the Board match with \$66,250.00. The Board asked questions regarding the possibility of using the matching funds to go towards a different area. Leonard explained that it would not be possible. The Board expressed their concerns and asked questions.

Moved by Brad George, seconded by Fred McCoy

Motion to approve the Resolution supporting NC DOT's grant application for a traffic signal at the intersection of Sloop Point Road and US Highway 17, to include a cash contribution of up to \$66,250 if the project is awarded.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton		x		
Jerry Groves		x		
Wendy Fletcher-Hardee		x		
Brad George	x			
	2	3	0	0

DEFEATED.

9.2 Approval of Budget Amendment for State Budget Allocation to Pender EMS & Fire for EMS Station 9

Meg Blue, Finance Director, presented the item. This item is a budget amendment to accept funds from the State Budget Allocation and disperse them among Pender EMS and Fire's station 9. These funds will replace expired funds from a USDA loan. Blue answered questions from the Board. Chair Newton expressed her appreciation of these funds.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to Approve the Budget Amendment for State Budget Allocation to Pender County EMS and Fire for EMS Station 9.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

9.3 Contract Amendment for New Law Enforcement Center

Allen Vann, Assistant County Manager, presented this item. Vann explained there was a need for a scope gap amendment. The amendment has five changes: Offsite utilities, secondary roadway, additional onsite services, Radio Tower Design and Planning, and an Extension of Architectural Services Time frame. The contract amendment would require the Board to also approve a budget amendment in the amount of \$526,891.20. Assistant Manager Vann explained to the Board the new law enforcement center is not able to tap into the Town of Burgaw sewer line like originally planned. The Board questioned why the County would not want to put this out to bid for different vendors instead using Moseley Architects. Assistant Manager Vann stated putting these changes out to bid is an option the County could take, but it would be time consuming and could extend the time frame in which the law enforcement center would be complete. Chad Simmons, Withers Ravenel Engineer working with Moseley Architects, assisted in answering the Board's questions. The Board showed concerns with how much money was being requested in the budget amendment. Brian Payne, Moseley Architects Project Manager, helped address the Board's questions.

Moved by Brad George, seconded by Fred McCoy

Motion to approve the contract amendment for New Law Enforcement center.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton		x		
Jerry Groves		x		
Wendy Fletcher-Hardee	x			

Brad George	x			
	3	2	0	0

CARRIED.

9.4 Application for Gift - Eagle Scout Project

Zach White, Parks and Recreation Director, presented the item. Skyler Sholtis submitted an application to donate a bocce ball court at the Hampstead Kiwanis Park as a part of his eagle scout project. The project would be funded and constructed by the Eagle Scouts. The bocce ball court would be ten feet (10) by sixty feet (60) with a crushed stone surface, weather treated wood board, and stainless-steel bolts and screws. White answered questions from the board. The Board requested the item be tabled until more information could be provided.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to table item.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

10 DISCUSSION

11 APPOINTMENTS

12 MAPLE HILL WATER AND SEWER DISTRICT

13 ROCKY POINT WATER AND SEWER DISTRICT

14 SCOTTS HILL WATER AND SEWER DISTRICT

15 MOORES CREEK WATER AND SEWER DISTRICT

16 CENTRAL PENDER WATER AND SEWER DISTRICT

17 PENDER COUNTY BOARD OF HEALTH

18 SOCIAL SERVICES BOARD

19 PUBLIC COMMENT

**20 ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER,
ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS**

20.1 County Attorney Trey Thurman informed the Board he would be working closely with Pender County's Staff Attorney Patrick Buffkin in response to the expansion of State's Legislative Oversight Committee. Thurman requested the Board go into closed session pursuant to item (3) Attorney Client Privilege including Coastal Pines Solar VS Pender County 22 CVS 1029 and Pender County VS Shiloh Volunteer Fire Department 22 CVS 1025.

20.2 Commissioner Groves stated his appreciation of having a meeting in Hampstead.

20.3 Chair Newton spoke about the community information meetings previously held and their success.

21 CLOSED SESSION (IF APPLICABLE).

**22 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP
AMENDMENTS/ RESOLUTIONS**

22.1 Pender County Bicycle and Pedestrian Plan

Fred Frank from WSP, a contracted Consultant of WMPO, presented the item to the Board. The plan study area is of southern Pender County. Frank went over the objectives of the Bicycle and Pedestrian Plan. Frank went over current population trends and hypothetical trends for the year 2045 should the Pedestrian Plan pass. Part of the plan study included a survey. Pender County residents participated in this survey by providing their current means of transportation versus how they would prefer to travel. The proposed network includes a greenway facility, side-paths, sidewalk facility, on road facility, and crossing treatments. Frank also discussed policy recommendations like adopting an outdoor light standard.

Eileen McConville signed up to speak in support of this plan. Ms. McConville is the president of the Terry Benjey Bicycle Foundation. Ms. McConville expressed her appreciation of this plan and the need for safe riding ways.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to approve the Pender County Bicycle and Pedestrian Plan.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

22.2 REZONE 2023-47-R CZMA: Request to revise a Conditional Zoning Map Amendment for the Falls Mist Development in the Rocky Point Township

Applicant asked for this request to be continued at another meeting.

Moved by Brad George, seconded by Fred McCoy

Motion to approve continuation.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

22.3 REZONE 2023-51: Request to rezone two parcels totaling approximately 20 acres from the RP, Residential Performance zoning district to the CZ-3, Conditional Zoning District 3 in the Topsail Township

Daniel Adams, Planning Director, presented this item. The applicant for this request is D.R. Horton. The owner of the properties is Mary Beth Morgan Carlson. Applicant is requesting to rezone about twenty (19.51) acres across two parcels of land. The request is to rezone from Residential Performance to Conditional Zoning District 3 for seventy (70) townhomes and 15,000sqft of commercial office space. Adams covered

the master plan of the property, including access points to HWY 17. The surrounding properties are zoned rural agricultural, general business, and planned development. The Planning Board voted to approve this request. Adams answered questions from the Board.

Tara Murphy, Land Planner with McKim and Creed, spoke in favor of the request. Ms. Murphy went over the master plan as well with illustrations of the property.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to approve Request to rezone two parcels totaling approximately 20 acres from the RP, Residential Performance zoning district to the CZ-3, Conditional Zoning District 3 in the Topsail Township

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George		x		
	4	1	0	0

CARRIED.

- 22.4 REZONE 2023-52: Request to rezone one parcel totaling approximately 2 acres from the RP, Residential Performance zoning district to the GB, General Business zoning district in the Topsail Township

Justin Brantley, Senior Planner, presented this item. The Applicant is Brian Nadeau on behalf of Roland Dixon. This is a request to rezone a two acres parcel from residential performance to general business zoning district. The surrounding parcels are zoned industrial transitional, residential performance, general business, and rural agricultural. This is a landlocked property. Board members raised concerns with traffic associated with general business zoned areas in the residential performance zoned area, as well as the access to the property. The area is designated neighborhood mix use which would support both residential and commercial. The Planning Board voted unanimously to approve the rezoning of the property.

Brian Nadeau spoke on behalf of Roland Dixon. Mr. Nadeau addressed the access concerns the Board vocalized. Old New Bern Rd. is an access pointed to the property since the property was sold in 1927. Mr.

Nadeau spoke about the surrounding area zoned commercial. He also went over the master plan.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to approve Request to rezone two parcels totaling approximately 20 acres from the RP, Residential Performance zoning district to the CZ-3, Conditional Zoning District 3 in the Topsail Township

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

22.5 ZTA 2023-19: Text Amendment removing language that provides the County with criminal enforcement penalties for violations of the UDO

Adam Moran, planner, presented this item. Pender County is the applicant for this request and is asking the Board to approve a text amendment to the Unified Development Ordinance (UDO). This request of made in effort to comply with the state law, amending section 11.12.2(B) "Penalties;" and Section 13.4.10(D)(1) "Remedies and Penalties, Criminal Penalty." The state law that prohibits this type of penalty was passed in 2021. The Planning Board voted to approve the text amendment and strike the language.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to approve ZTA 2023-19: Text Amendment removing language that provides the County with criminal enforcement penalties for violations of the UDO.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			

	5	0	0	0
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CARRIED.

23 ADJOURNMENT

23.1 The meeting adjourned at 8:12PM.

The Board members voted unanimously to adjourn the meeting.

Moved by Jerry Groves, seconded by Wendy Fletcher-Hardee

Motion to adjourn the meeting.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.



Pender County 2024 Calendar Regular Meetings

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: November 20, 2023
SUBJECT: 2024 Calendar Regular Meetings

SUMMARY:

The Calendar Year 2024 Board of County Commissioners meeting dates was originally presented and approved by the Board on November 6th, 2023. Staff found a small error on the attachment and have corrected it.

ACTION REQUESTED:

Re-adopt the Calendar Year 2024 Board of County Commissioners meeting dates.

**2024 CALENDAR
REGULAR MEETINGS
PENDER COUNTY BOARD OF COMMISSIONERS**

DAY	DATE	TIME
Tuesday	January 2	4:00 p.m.
Tuesday (Hampstead Annex)	January 16	4:00 p.m./7:00 p.m.
Monday	February 5	4:00 p.m.
Tuesday	February 20	4:00 p.m./7:00 p.m.
Monday	March 11	4:00 p.m./7:00 p.m.
Thursday (Hampstead Annex)	March 14 (Board Retreat – Day 1)	4:00 p.m.
Friday (Hampstead Annex)	March 15 (Board Retreat – Day 2)	9:00 a.m.
Tuesday	April 2	4:00 p.m.
Monday	April 15	4:00 p.m./7:00 p.m.
Monday	April 29 (Budget Work Session)	4:00 p.m.
Thursday	May 2 (Budget Work Session)	4:00 p.m.
Monday	May 6	4:00 p.m.
Thursday	May 9 (Budget Work Session)	4:00 p.m.
Monday (If Needed)	May 13 (Budget Work Session)	4:00 p.m.
Monday	May 20	4:00 p.m./7:00 p.m.
Monday	June 3	4:00 p.m.
Monday	June 17	4:00 p.m./7:00 p.m.
Monday	July 15	4:00 p.m./7:00 p.m.
Monday	August 5	4:00 p.m.
Monday	August 19	4:00 p.m./7:00 p.m.
Tuesday	September 3	4:00 p.m.
Monday	September 16	4:00 p.m./7:00 p.m.
Monday	October 7	4:00 p.m.
Monday (Hampstead Annex)	October 21	4:00 p.m./7:00 p.m.
Monday	November 4	4:00 p.m.
Monday	November 18	4:00 p.m./7:00 p.m.
Monday	December 2	4:00 p.m./7:00 p.m.

Note: All Meetings Held at Pender County Public Assembly Room, 805 South Walker Street, Burgaw, Unless Otherwise Advertised.



Pender County Donations

TO: Board of County Commissioners/BOCC
FROM: Pam Brame
DATE: November 20, 2023
SUBJECT: Consent to move donations for Employee luncheon

SUMMARY:

Donations from Civic Federal Credit Union - \$500.00

ACTION REQUESTED:

Approve to move donations

APPLICATION TO MAKE GIFT OR DONATION TO PENDER COUNTY

APPLICANT INFORMATION	
Applicant Name:	CIVIC FEDERAL CREDIT UNION
Applicant Address:	3600 WAKE FOREST RD RALEIGH NC 27609
Applicant Phone Number:	844-772-4842
Applicant Email Address:	
Applicant Website (if applicable):	www.civcfcu.org

GIFT OR DONATION INFORMATION	
Amount and Nature of Gift or Donation (e.g. land, money, personal property, etc.): (NOTE: applications are not required for gifts of less than \$100.00.)	\$500.00
Purpose of Gift or Donation:	HOLIDAY PARTY SPONSOR
Goals to be Achieved by Gift or Donation:	ASSIST W/COST OF HOLIDAY PARTY
Recognition Requested (e.g., letter or resolution of appreciation, naming rights, signage or plaque, etc.)	N/A - RECOGNITION ON HOLIDAY PARTY PROGRAM

OTHER INFORMATION	
Please include any other information that may be helpful to the County's consideration of this application (you may attach additional pages if needed):	

By submitting and signing this Application, the undersigned certifies that they have read Pender County's Gifts and Donations Policy and that this proposed gift/donation is not prohibited by that policy.

Application Submitted by: JAYME CLAXTON (printed name)
Jayme Claxton (signature)
Date submitted: 11/6/2023

Civic Federal Credit Union
V60509--Pender County
Print As: Pender County

806 Ridgewood Avenue
Burgaw, NC 28435

3667
National Cooperative Bank
Civic-NCB-3405 3405
Date: 10/17/2023

Date	Bill #	Reference Number	Amount Entered	Amount Paid
Act		Department ID		
10/13/2023	Memo	Holiday Party Sponsor	\$500.00	\$500.00
2023--Sponsorships	Sponsor 10.13.23 - Civic			
Net Amount:	Holiday Party Sponsorship - Civic	522		

apply to 10-3-10013

Donations

Batch #
214635

PENDER COUNTY

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

ACCOUNT				ACCOUNT DESCRIPTION		EFF DATE		PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	LINE DESCRIPTION	ENTITY	AMEND				
YEAR-PER JOURNAL											
2024	05	287	11/07/2023	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
				GENERAL FUND	BUA Transfer	1	2				
1	10	370013		GENERAL FUND	DONATIONS						
	10	-00-000-000-00	-370013-		holiday party			11/07/2023	-500.00	-500.00	
2	425	405100		HUMAN RESOURCES	EMPLOYEE LUNCHEON			37,000.00	500.00	37,500.00	
	10	-10-425-000-00	-405100-		holiday party			11/07/2023			
								** JOURNAL TOTAL		0.00	



PENDER COUNTY

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: ablake

YEAR PER	JNL	SRC ACCOUNT	JNL DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2024	5	287									
BUA	10-370013		11/07/2023	Transfer				DONATIONS holiday party	5		500.00
BUA	425-405100		11/07/2023	Transfer				EMPLOYEE LUNCHEON holiday party	5	500.00	
										.00	.00
BUA	10-287000		11/07/2023	Transfer				APPROPRIATION CONTROL			500.00
BUA	10-288000		11/07/2023	Transfer				ESTIMATED REVENUE CONTROL		500.00	
								SYSTEM GENERATED ENTRIES TOTAL		500.00	500.00
								JOURNAL 2024/05/287	TOTAL	500.00	500.00

Report generated: 11/07/2023 14:27
User: ablake
Program ID: agamdent

PENDER COUNTY

BUDGET AMENDMENT JOURNAL ENTRY PROOF



FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
10	GENERAL FUND	2024	5	287	11/07/2023	APPROPRIATION CONTROL		500.00
	10-287000					ESTIMATED REVENUE CONTROL	500.00	
	10-288000					FUND TOTAL	500.00	500.00

** END OF REPORT - Generated by Angela Blake **

Report generated: 11/07/2023 14:27
User: ablake
Program ID: bgamdent

Page 3



**Pender County
Refund/Release Requests for items
meeting NC G.S 105-381**

TO: Board of County Commissioners
FROM: Melissa Radke
DATE: November 20, 2023
SUBJECT: Refund/Release Requests for items meeting NC G.S 105-381

SUMMARY:

The attached spreadsheet shows all requested release/refunds. These are mostly due to sales of personal property or items that have been taxed in error due to duplication. All meet the statutory requirement of NC G.S 105-381 and have back up to show proof if needed. It is the recommendation of the Tax Administrator to approve these releases/refunds as stated in the attached spreadsheet.

ACTION REQUESTED:

Approve the attached release/refunds as recommended by the Tax Administrator.

Refund/Release Requests over \$100.00

Property to be released	Value to be released	\$ to be released	Tax year to be released	Reason for release	Recommendation
Business Personal Property	15,281	\$155.48	2023	Business moved to South Carolina in 2020; Per CPA letter; Just informed in October 2023	Approve
Business Personal Property	15,828	\$157.62	2022	Business moved to South Carolina in 2020; Per CPA letter; Just informed in October 2023	Approve
Business Personal Property	17,461	\$145.36	2021	Business moved to South Carolina in 2020; Per CPA letter; Just informed in October 2023	Approve
Business Personal Property	17,708	\$161.68	2023	Duplicated Listing for the same business; also on Acct # B026484.102	Approve
Business Personal Property	19,302	\$156.59	2022	Duplicated Listing for the same business; also on Acct # B026484.102	Approve
Business Personal Property	21,072	\$182.98	2021	Duplicated Listing for the same business; also on Acct # B026484.102	Approve
Business Personal Property	24,526	\$252.20	2020	Duplicated Listing for the same business; also on Acct # B026484.102	Approve
Mobile Home	49,770	\$660.37	2023	Mobile home double listed	Approve
Boat & Motor	81,255	\$751.61	2023	Sold in 2021; Shouldn't have been billed for 2022 or 2023	Approve
Boat & Motor	81,255	\$676.45	2022	Sold in 2021; Shouldn't have been billed for 2022 or 2023	Approve
Boat & Motor	17,099	\$158.12	2023	No situs in Pender County; Situs & taxed in New Hanover County	Approve
Mobile Home	7,060	\$289.89	2023	Double listed; Also on Acct # P1005813	Approve
Mobile Home	7,060	\$329.07	2022	Double listed; Also on Acct # P1005813	Approve
Mobile Home	7,060	\$324.10	2021	Double listed; Also on Acct # P1005813	Approve
Mobile Home	7,060	\$373.97	2019	Double listed; Also on Acct # P1005813	Approve
Mobile Home	25,000	\$207.51	2023	Sold in 2021; New Owner billed on Acct # P1015252	Approve
Mobile Home	25,000	\$200.51	2022	Sold in 2021; New Owner billed on Acct # P1015252	Approve
Mobile Home	1,000	\$230.23	2023	Sold 1975 Connor MH in 2021; New owner being billed	Approve
Mobile Home	1,000	\$130.21	2022	Sold 1975 Connor MH in 2021; New owner being billed	Approve
Boat & Motor	46,426	\$472.37	2023	Sold in 2022; Still owes 2019-2022	Approve
Boat & Motor	12,835	\$132.72	2023	Sold in 2021; New Owner billed on Acct # P66471	Approve
Trailer	9,700	\$98.70	2023	Appealed Value Timely; Value reduction due to sales of like pull behind trailers	Approve
PUV missed	17,289	\$155.60	2023	PUV missed in application due to parcel split	Approve
PUV missed	17,289	\$139.60	2022	PUV missed in application due to parcel split	Approve
PUV missed	84,104	\$756.93	2023	PUV missed in proper application due to parcel split	Approve
PUV missed	84,104	\$679.13	2022	PUV missed in proper application due to parcel split	Approve
3234-68-6182-0000	45,343	\$453.43	2023	Clerical Error when entering % complete on house; Should have been 50%, entered as 80%, can be seen on PRC from the field as 50 not 80	Approve
2262-79-0169-0000	39,705	\$357.34	2023	State of North Carolina owns for 2023; Should have been exempted; Clerical error in office at time of transfer in 2022	Approve
3284-77-7819-0000	188,475	\$1,943.39	2023	Doublewide Mobile Home double listed; added to both this parcel and another parcel as well	Approve
3284-77-7819-0000	188,475	\$1,789.05	2022	Doublewide Mobile Home double listed; added to both this parcel and another parcel as well	Approve
3294-20-2394-0000	33,613	\$310.92	2023	Appealed Value timely; was not entered with prior timely appeals after BOER presented at 11-6-23 meeting	Approve



Pender County Taxpayer Request for late application of antique airplane to be approved

TO: Board of County Commissioners
FROM: Melissa Radke
DATE: November 20, 2023
SUBJECT: Taxpayer Request for late application of antique airplane to be approved

SUMMARY:

An application for reduction in value due to an antique airplane was received after the 2023 annual billing occurred. Applications for antique airplanes are due during the annual listing period of January 1- 31 of each year. Per North Carolina General Statute 105-282.1(a1), the application may be filed after the regular listing period "Upon a showing of good cause by the applicant for failure to make a timely application" This is an annual application that must be submitted by the taxpayer during the listing period. If the application would have been received timely, it would have qualified for the exclusion and would have been valued at \$5,000. If the board approves the application and ultimately the release of the difference in value, that value released would be \$156,000. The total amount released would be \$2,366.52. See the taxpayer email request to the board attached. He states he is a commercial pilot and travels a considerable amount of time for work or training requirements. He stated in his letter to the Board that he thought the documentation had been submitted as he had done in prior years. He has previously submitted this application timely dating back to at least 2019 when our records in this software system began and to the knowledge of office staff, this was the first time this taxpayer had missed this deadline ever.

ACTION REQUESTED:

It is the recommendation of county staff to approve the late application due to good cause.

Melissa Radke

From: Jeanne Elmore
Sent: Wednesday, November 1, 2023 11:04 AM
To: Melissa Radke
Subject: FW: [External]RE: Personal Property Appeal 1954 Cessna-180 P905293

-----Original Message-----

From: Laura Parks >
Sent: Wednesday, November 1, 2023 10:54 AM
To: Jeanne Elmore <jelmore@pendercountync.gov>;
Subject: [External]RE: Personal Property Appeal 1954 Cessna-180 P905293

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Joseph Parks
101 Spring Creek Lane Wilmington NC 28411

Dear Madams and Sirs of the Pender County Board of Commissioners, and Melissa Radke Pender County Tax Assessor,

I am writing to appeal a denial for antique property value assessment on my 1954 airplane. My late father, Jack Parks, hangared this plane in Pender County beginning in, I believe, 1997. After his passing, I continued to hangar the same plane in Pender County.

To my knowledge, during these past 26 years, neither my late father, nor myself has ever failed to properly register the plane as required for its correct property value assessment.

This plane meets the stated requirements to qualify as an antique aircraft for tax valuation.

I am aware of the requirements by law to properly register this property during a specified time frame.

Unfortunately, my application for this last valuation was not received by your office within that designated time frame.

This was an error or oversight, and not a deliberate act. I believed that I had in fact properly filed the appropriate paperwork.

Once I was made aware the paperwork was not received, I immediately re filed it.

As a commercial pilot, I travel internationally for my work. I conduct a considerable amount of personal and family business electronically. There are often large gaps of time between my work travel and federally mandated training requirements, which have me away from home for extended periods of time. I honestly thought the proper document had been filed and received by your officers just as they have been since 1997.

I am respectfully requesting an approval for the correct tax valuation of my antique aircraft. I ask the Board of Commissioners, in their purview, to view the timing error in my filing for the antique valuation of my plane as a situation which occurred without malice, intent or disregard for the law.

It was an error. I acknowledge the error. I ask you for the reasonable and judicious reinstatement of the correct valuation of this property.

Sincerely,
Joseph S. Parks

Sent from my iPhone



Pender County Request Board Approval

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: November 20, 2023

SUBJECT: Approval for Purchase Order and requesting County funds for Carolina Recording Systems, LLC in the amount of \$131,875.00.

SUMMARY:

In October 2021, E911 received a new radio system (Avtec). At this time, it was mentioned that the recorder for the 911 system needed to be refreshed. This never happened, a "fix" was made to sure the radios would still be in working order. The Recorder records all radio and telephone transmission for the E911 center. The quote for the refresh on the recorder was received in July 2023 and sent to the 911 Board for eligibility. Pender County Sheriff's Office has received it back and \$114,030.00 of the \$131,875.00 is reimbursable from the 911 Board. PCSO is asking for the funds from general fund to cover the costs and be reimbursed when the expenditure report is completed.

Budget Amendment attached.

ACTION REQUESTED:

Approval for Purchase Order and requesting County funds for Carolina Recording Systems, LLC in the amount of \$131,875.00.



We have prepared a quote for you

Pender County Sheriff's Office - DX Refresh

Quote # 000872
Version 1

Prepared for:

Pender County Sheriff's Office

Jackie Ezzell
jackie.ezzell@pendersheriff.com

P.O. Box 11311
Charlotte, NC 28220
www.crsnc.com
(888) 661-0202



Tuesday, May 23, 2023

Pender County Sheriff's Office
Jackie Ezzell
605 East Fremont Street
Burgaw, NC 28425
jackie.ezzell@pendersheriff.com

Dear Jackie,

We are excited to submit to Pender County Sheriff's Office, the enclosed proposal for a communication recording system. The contents of this proposal represent a customized recording solution, designed to meet and exceed your unique requirements. The Carolina Recording Systems (CRS) team is passionate about providing you with excellent customer service and support throughout the design, implementation and support lifecycle.

CRS has been in business for over 20 years supporting the recording needs of mission-critical call centers. Our dedicated team of Recording Systems Specialists are focused on designing, implementing and supporting recording solutions for our customers that require 24x7x365 recording capabilities. When partnering with CRS, we hope you will experience a level of responsiveness and professionalism that far exceeds any provider in our industry.

Thank you for the opportunity you have given us to earn your trust with this important initiative. We look forward to working with Pender County Sheriff's Office, as your long-term recording system service provider and partner. If you have any questions regarding this proposal, our service or company, please don't hesitate to let us know.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ashlee Swilling'.

Ashlee Swilling
Sales Director
CRS / Carolina Recording Systems, LLC



ABOUT US

CAROLINA RECORDING SYSTEMS, LLC

CRS is a leading managed service provider of mission-critical communication recording systems. Operating since 2001, we pride ourselves in providing reliable products designed specifically to exceed the needs and requirements of mission-critical call centers. We currently provide support for over 220 customers that include PSAPs, hospitals, colleges & universities, airports, utilities, transit and manufacturing organizations.

Knowing the importance of personal relationships, customer service and accessibility, our primary focus is being a high touch service provider to fill a void we see in our industry where quick response is lacking. We continue to build our team of both remote and onsite Recording System Specialists, even as others follow the trend of diminishing that support. Our strategically located full-time Recording Systems Specialists provide comprehensive on-site implementation, service and training. Although we believe there is no substitute for on-site visits, we do have a dedicated team of Recording System Support Specialists focused on resolving issues that can be resolved quicker remotely.

Our increasing success as a managed services partner is attributed to our company's ability to:

- Maintain 100% focus on designing, implementing and supporting communication recording systems designed specifically for mission-critical call centers
- Equipping and training our team of Recording Systems Specialists to be the most knowledgeable in our industry
- Responding quickly and providing 24x7x365 remote or onsite support
- Developing partnerships with our customers to serve and support their unique requirements

Our customers tell us that we are the **most responsive** and **professional** of their critical systems vendors. Our customers require the recording of mission critical communications 24x7x365 and they rely on our team to ensure it works. We are able to support this because we have **more certified Recording System Specialists** in the Southeast than any other vendor.

EXECUTIVE SUMMARY

RECORDING SYSTEM

To fulfill the recording requirements of Pender County Sheriff's Office, we are proposing the Eventide NexLog DX communications recording system. Eventide invented the first digital communications recorder in 1989 and has over 7,000 communications recorders in service. Eventide supports diverse recording system requirements for corporate call centers, NORAD, nuclear submarines, NASA, maximum security prisons, air traffic control, and 9-1-1 call centers throughout the world. As technology continues to evolve, Eventide continues its tradition of combining unmatched ease-of-use with mission-critical reliability.

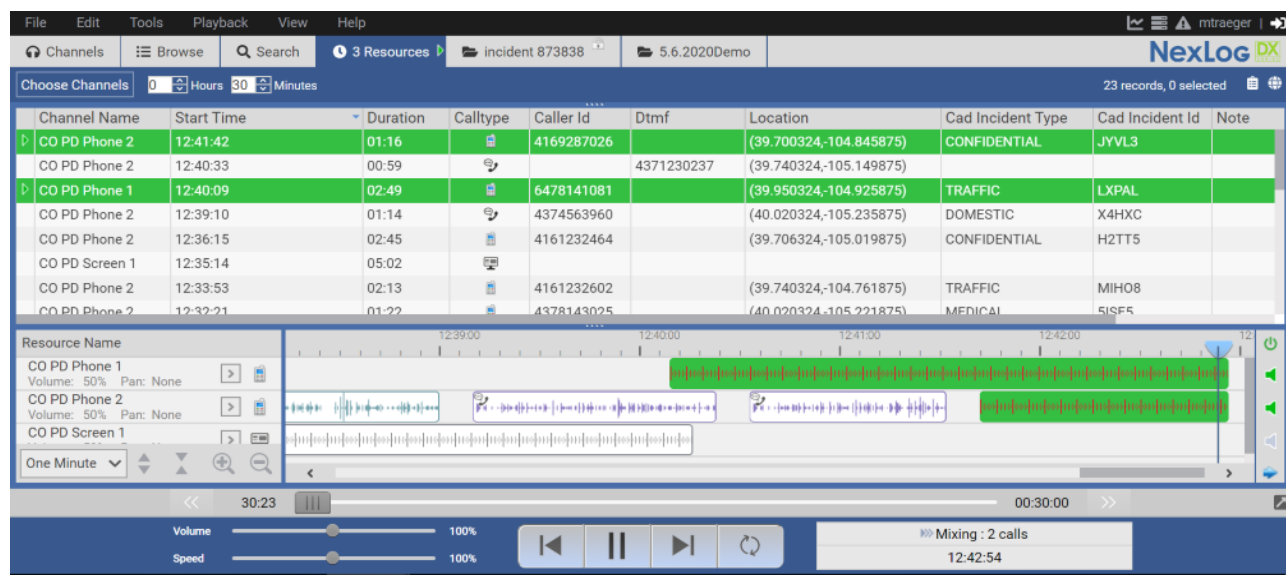
Eventide's NexLog DX mission-critical communications recording systems reliably capture, store, protect, reproduce, and help you manage important interactions and critical data. The NexLog DX recording systems have been designed to help you securely document, retrieve, and export incidents, comply with regulations, and improve your facility's operations and security.

STANDARD FEATURES

MEDIWORKS PLUS

MediaWorks Plus is a browser-based software which provides a comprehensive set of easy-to-use tools for search, replay, instant recall, incident reconstruction and call export. Capabilities include live call monitoring, multi-parameter search, multiple-call replay via graphical time-line with pan/zoom, waveform displays, variable-speed replay, drag and drop into incident tabs, call notes, text annotations, redaction, obfuscation, and protection. The incident reconstruction software helps users quickly find and export recordings via email, DVD or Blu-Ray.

MediaWorks Plus gives a system administrator the easy-to-use capability for defining customized groups, users and channels through mouse click functionality. Carolina Recording Systems will also initially assist in the customized set up of the desired groupings during the installation process.



P.O. Box 11311
Charlotte, NC 28220
www.crsnc.com
(888) 661-0202



File Edit Tools Playback View Help

Channels Browse Search Instant Recall

Search Filters (1) Results as of 2020-04-09 15:39:37 -04:00

585 records, 0 selected

Source Name	Channel Name	Start Time	Calltype	Duration	Radio Id	Radio Alias	Caller Id	Location	Cad Incident Id	Cad Incident T...	Note	Protected	Has Note	Flag
NexLog	TG_PD1	2020-04-09 07:03:10 -04:00		00:09	3433	B_Fave	6479281753	(39.882324,-104.859875)	JQM1V	DOMESTIC	Injuries Reported	No	No	
NexLog	CO PD Phone 2	2020-04-09 07:03:10 -04:00		02:44	3433	B_Fave						No	No	
NexLog	TG_PD2	2020-04-09 07:03:17 -04:00		00:05	3433	B_Fave						No	No	
NexLog	TG_PD2	2020-04-09 07:03:22 -04:00		00:01	3433	B_Fave						No	No	
NexLog	TG_PD1	2020-04-09 07:03:39 -04:00		00:01	3433	B_Fave						No	No	
NexLog	TG_PD1	2020-04-09 07:03:45 -04:00		00:05	3433	B_Fave						No	No	
NexLog	TG_PD1	2020-04-09 07:03:52 -04:00		00:09	5968	P_Simms						No	No	
NexLog	TG_PD2	2020-04-09 07:04:05 -04:00		00:10	4321	P_Manning						No	No	
NexLog	TG_PD1	2020-04-09 07:04:15 -04:00		00:04	5678	H_Carson						No	No	
NexLog	TG_PD1	2020-04-09 07:04:30 -04:00		00:08	5554	B_Star						No	No	
NexLog	TG_PD1	2020-04-09 07:04:55 -04:00		00:10	3877	D_Marino						No	No	
NexLog	TG_PD2	2020-04-09 07:04:58 -04:00		00:03	9864	B_Elason						No	No	
NexLog	TG_PD1	2020-04-09 07:05:03 -04:00		00:05	3435	J_Namath						No	No	
NexLog	TG_PD1	2020-04-09 07:05:10 -04:00		00:05	3877	D_Marino						No	No	
NexLog	TG_PD2	2020-04-09 07:05:16 -04:00		00:10	5554	B_Star						No	No	
NexLog	TG_PD2	2020-04-09 07:05:46 -04:00		00:13	3433	B_Fave						No	No	
NexLog	TG_PD2	2020-04-09 07:05:47 -04:00		00:05	3877	D_Marino						No	No	
NexLog	TG_PD1	2020-04-09 07:05:59 -04:00		00:08	3877	D_Marino						No	No	
NexLog	CO PD Phone 2	2020-04-09 07:06:03 -04:00		01:14			4165426690	(39.802324,-104.959875)	CQX1H	CONFIDENTIAL		Yes	No	
NexLog	TG_PD1	2020-04-09 07:06:06 -04:00		00:10	9864	B_Elason						No	No	
NexLog	TG_PD1	2020-04-09 07:06:17 -04:00		00:10	9864	B_Elason						No	No	
NexLog	TG_PD1	2020-04-09 07:06:06 -04:00		00:10	0964	B_Elason						No	No	

Resources

- NC PD Phone 1
- NC PD Phone 2
- NC PD Radio 1
- NC PD Radio 2
- NC PD Text-911
- TG_EMS
- TG_FIRE
- TG_PD1
- TG_PD2
- TG_PD3

Geo-Fence

SEARCH

MediaWorks Plus - Google Chrome

about:blank

Volume: 50% Pan: None

Volume: 50% Pan: None

Volume: 50% Pan: None

Ten Seconds

00:03

01:14

CO PD Phone 2

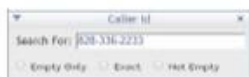
2020-04-09 07:06:05 -04:00

Secure Browser Based Playback

Securely access assigned resources via networked PCs using a variety of browsers.

Multi-Parameter Search

Finding recordings is quick and easy. Search by date/time, channel, resource, and any metadata.



Multi-Channel Graphical Time-Line

Quickly view the timing of recordings across any number of channels, and replay from the time-line.

Flexible Playback Capabilities Recordings may be replayed sequentially or mixed. Controls include itch-corrected adjustable speed, loop, skip forward/back, playback Automatic Gain Control and more.

Waveform Displays

You can visually determine the locations of audio content and silence within important recordings.



Text and Voice Annotations

Multiple text and voice annotations can be quickly added to recordings along the time-line, documenting the timing of important actions and events.



Metadata Display on the Call-View Grid

Easily customize which metadata fields are presented on the call-view grid. Recordings may be sorted (ascending or descending) using any of the displayed metadata columns.

Instant Recall The multi-channel Instant Recall tab helps call takers and dispatchers improve their accuracy and performance by quickly confirming what was said.

Call Notes

You can quickly create a note that summarizes the important events within each recording.

Channel Name	Start Time	Note
Audio 1	2019-12-02 11:54:19-05:00	Twin County Recording

Incident Tabs

Incident-related recording can be easily grouped together onto dedicated Incident Tabs. Incidents may be named, saved and recalled at a later date.

Source Name	Channel No.	Start Time
1A.P400M	Channel 03	2019-05-21 14:59:07
1A.P400M	Channel 03	2019-05-21 14:59:08
1A.P400M	Channel 03	2019-05-21 14:59:40
1A.P400M	Channel 03	2019-05-21 14:59:50
1A.P400M	Channel 03	2019-05-21 14:59:50
1A.P400M	Channel 03	2019-05-21 14:59:50
1A.P400M	Channel 03	2019-05-21 14:59:50
1A.P400M	Channel 03	2019-05-21 14:59:50
1A.P400M	Channel 03	2019-05-21 14:59:50
1A.P400M	Channel 03	2019-05-21 14:59:50

Live Monitoring

Multi-channel live monitoring allows you to conveniently listen to calls as they are occurring.

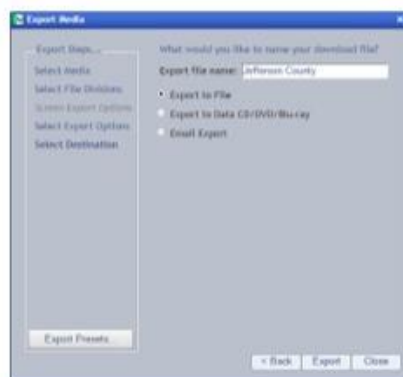
Channel Name	Ch...	Live Mon...	Channel Status
screen 1	001	on	Idle
audio 1	002	on	Recording
this is position 3	003	on	Idle
audio 2	004	on	Idle
Audio 1	005	on	Inactive
Audio 2	006	on	Inactive
Channel 7	007	on	Inactive
Channel 8	008	on	Inactive
sky 1	009	on	Inactive
sky 2	010	on	Inactive
sky 3	011	on	Inactive
sky 4	012	on	Inactive

Talking Date and Time

Spoken date and time can be enabled during replay and may be incorporated within exported media.

Flexible Export and Email

The menu-driven export tool lets you quickly make copies of complete incidents or individual calls. Send via email or export to USB, CD, DVD or Blu-ray.



SYSTEM STATUS NOTIFICATIONS

System Status Notifications are available in a variety of ways on the NexLog platform.

Administrators and Service Technicians can be notified by email, client interface, SNMP, and the 7" front panel display.

Numerous notifications options include, but are not limited to, channel inactivity, failure to record, unusual recording length, system disconnection, hard disk failure, process failure, and network disruption.

IDENTITY PROTECTION

Identity Protection is available via the voice obfuscation and redaction tool.

It allows the user to modify and export recordings with silence, beep tones, and increased volume in the selections you choose.

It also allows the pitch of the dispatcher or caller's voice to be altered for privacy purposes.

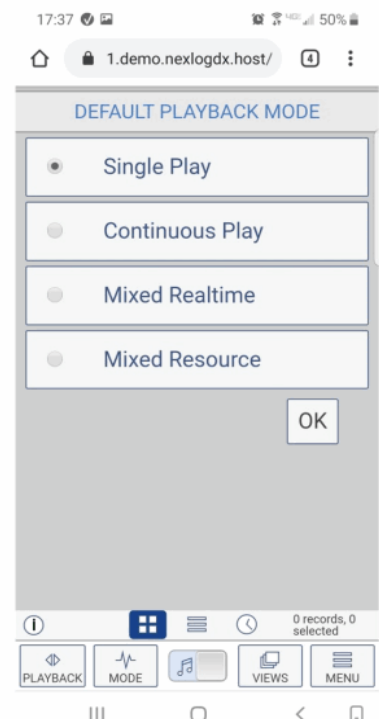
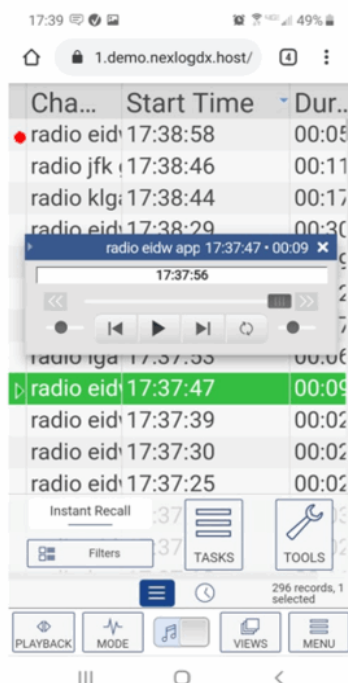
The original call is left in its original, unaltered form for legal authenticity verification.



AVAILABLE OPTIONS

MOBILE ACCESS (available for a fee)

NexLog DX MediaWorks for mobile devices is available for those that would benefit by having MediaWorks access through a mobile device. Mobile access is available on Windows tablets, Apple iPad, Apple iPhone, Android tablet or smartphone using Chrome, Safari, Firefox or IE9/10 web browsers. Mobile access does require secure network access to the NexLog recorder.

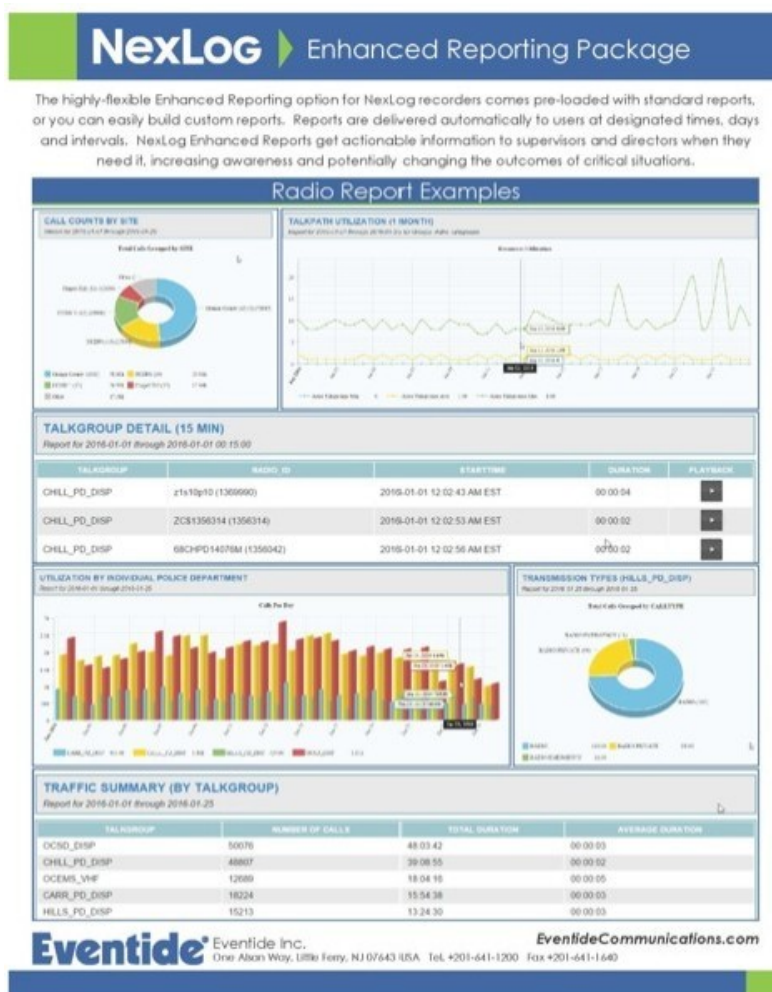


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ENHANCED REPORTING (available for a fee)

NexLog DX communications recording systems include customizable tabular and graphical reports that can be run at any time or scheduled for delivery. These daily, weekly, and monthly reports provide managers with valuable information about call volumes, channel activity and other information collected on the recording system.



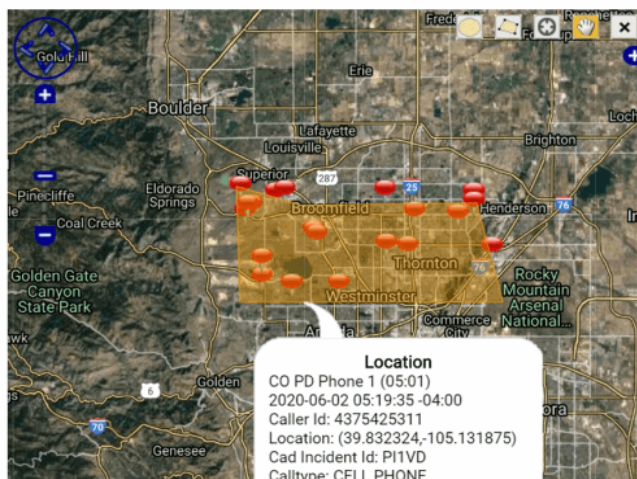
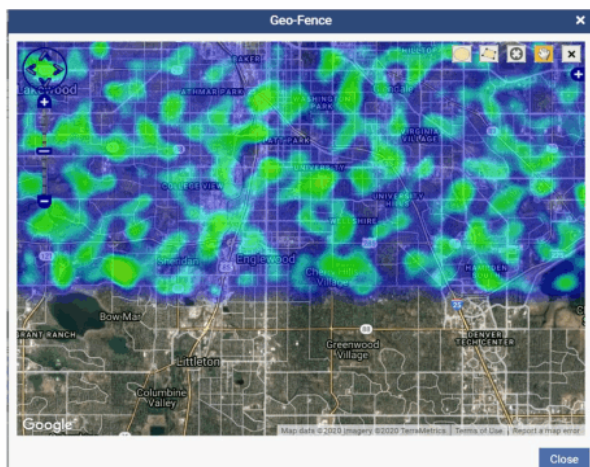
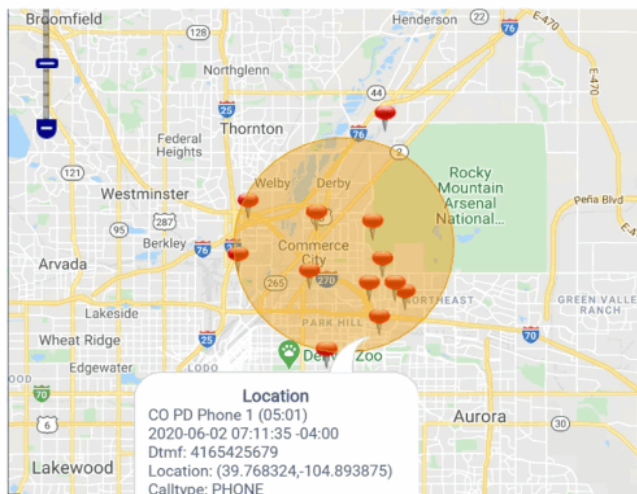
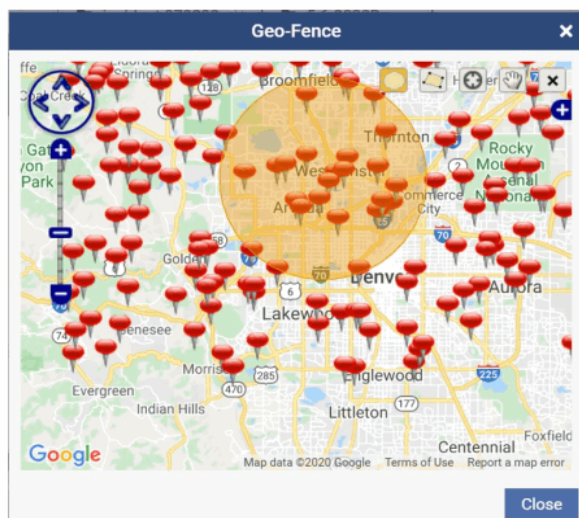
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GEO-FENCE SEARCH (available for a fee)

The Geo-Fence search feature utilizes Google Maps and allows searching by a polygonal geographic area or circular radius. All calls/radio transmissions with a latitude/longitude can be displayed in real time on a heat/saturation map.

Local proprietary maps can be added/utlized as well, for an additional fee.



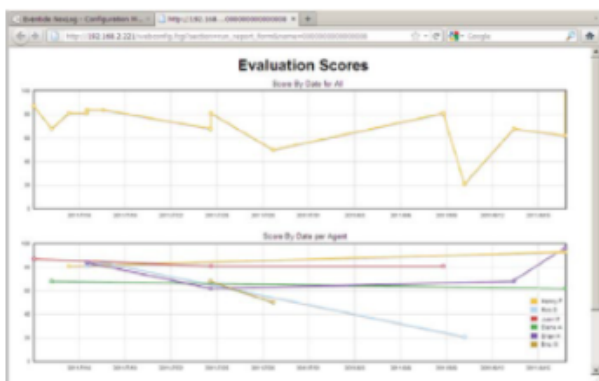


QUALITY FACTOR (available for a fee)

Quality Factor is a customizable call evaluation and reporting tool that helps managers evaluate and quantify call taker proficiency in specific areas of performance related to a communication center. Quality Factor can help answer the following questions:

- How are your dispatchers and call takers performing?
- What training should you offer them?
- Who are your stars? Who needs help?

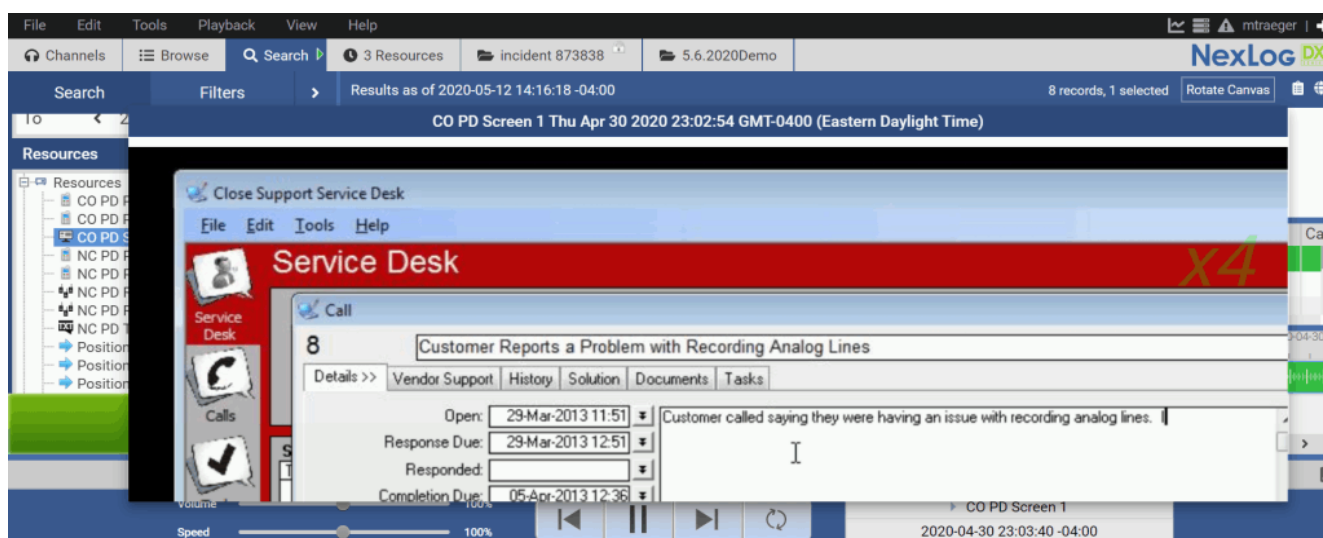
Quality Factor helps focus on areas that need improvement, provide analytical support data to bolster budgetary requests, and address citizen or government quality/performance inquiries.



SCREEN RECORDING (available for a fee)

Screen Recording is an option that can capture all workstation activity.

The recordings are centrally archived on the primary NexLog DX recorder and can be viewed in real time along with the calls for training, technical support, incident recreation, and exporting. Our customers have found this option provides a more complete picture and eliminates the “he said, she said” dilemma in a call center.



TEXT TO 9-1-1 (available for a fee)

The advancement of NG911 services has increased the viability for **Text to 9-1-1** services through SMS communication. Eventide currently supports the recording of text feeds from platforms such as CallWorks, Solacom, Vesta, Viper and Zetron.

Metadata

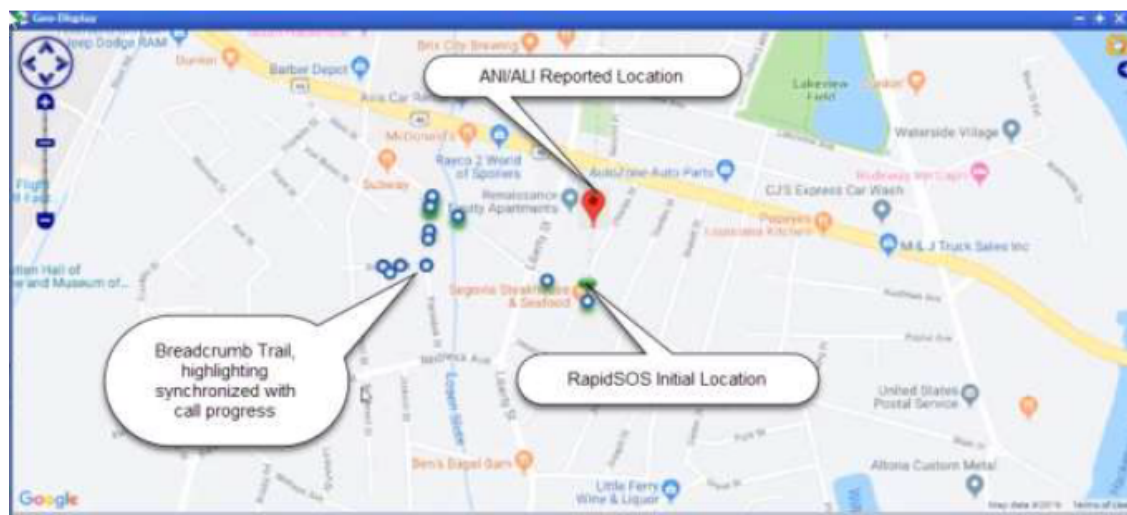
This is a test help message.
2019-07-26 14:11:50 -04:00

You have reached County A 9-1-1. What is the nature of your emergency?
2019-07-26 14:11:55 -04:00

Please send an ambulance to 123 Fake St.
2019-07-26 14:12:00 -04:00

RAPIDSOS (available for a fee)

NexLog recorders support the integration of **RapidSOS** location data with the related 911 call recordings. MediaWorks PLUS software can be enabled so that RapidSOS-supplied location data can be viewed after the handling of a 911 call. The result is a recreation of the location progress on a map in synchronization with the 911 call audio.



CAD INTEGRATIONS (available for a fee)

NexLog DX recorders support the integration with several different CAD manufacturers that integrates certain CAD information with the related 911 call recording. Eventide currently supports the CAD integrations with manufacturers such as Tyler Technologies New World, Southern Software, Central Square and Motorola-Spillman.

BROADCASTIFY INTEGRATION (available for a fee)

Eventide NexLog740/840 and NexLog DX-Series recording systems can support streaming one or more recorded streams to a feed on <https://www.broadcastify.com/> Licensing is on a per-stream basis, and a stream can contain one or more recorded resources/talkgroups.

PRIORITY DISPATCH INTEGRATION (available for free as an option)

Priority Dispatch's AQUA Evolution product can now integrate directly with the Eventide NexLog DX-Series recorders, allowing the users to access and replay recordings directly from the AQUA user interface. The combination of Eventide's NexLog DX-Series recording solutions and Priority Dispatch's AQUA Evolution software empowers users with a powerful and efficient combination for recording, quality assurance, and standards compliance.

SOLUTION

DESIGN INFORMATION

The Eventide NexLog DX is a purpose-built Linux operating system configured with multiple levels of resilience, including dual hot- swap redundant power supplies, redundant hard disk drives, redundant network capability (via NIC bonding), and multiple choices for archive redundancy and network archiving to another NexLog recorder. **Eventide's recording systems are designed, assembled, tested and supported exclusively in the USA.**

Configuration, playback, retrieval, incident management, and exporting is accessed via a secured web interface. The web-based application eliminates the need for local software to be installed. The system can also be accessed over a VPN without the need to install additional software, creating a simplified PC deployment process.

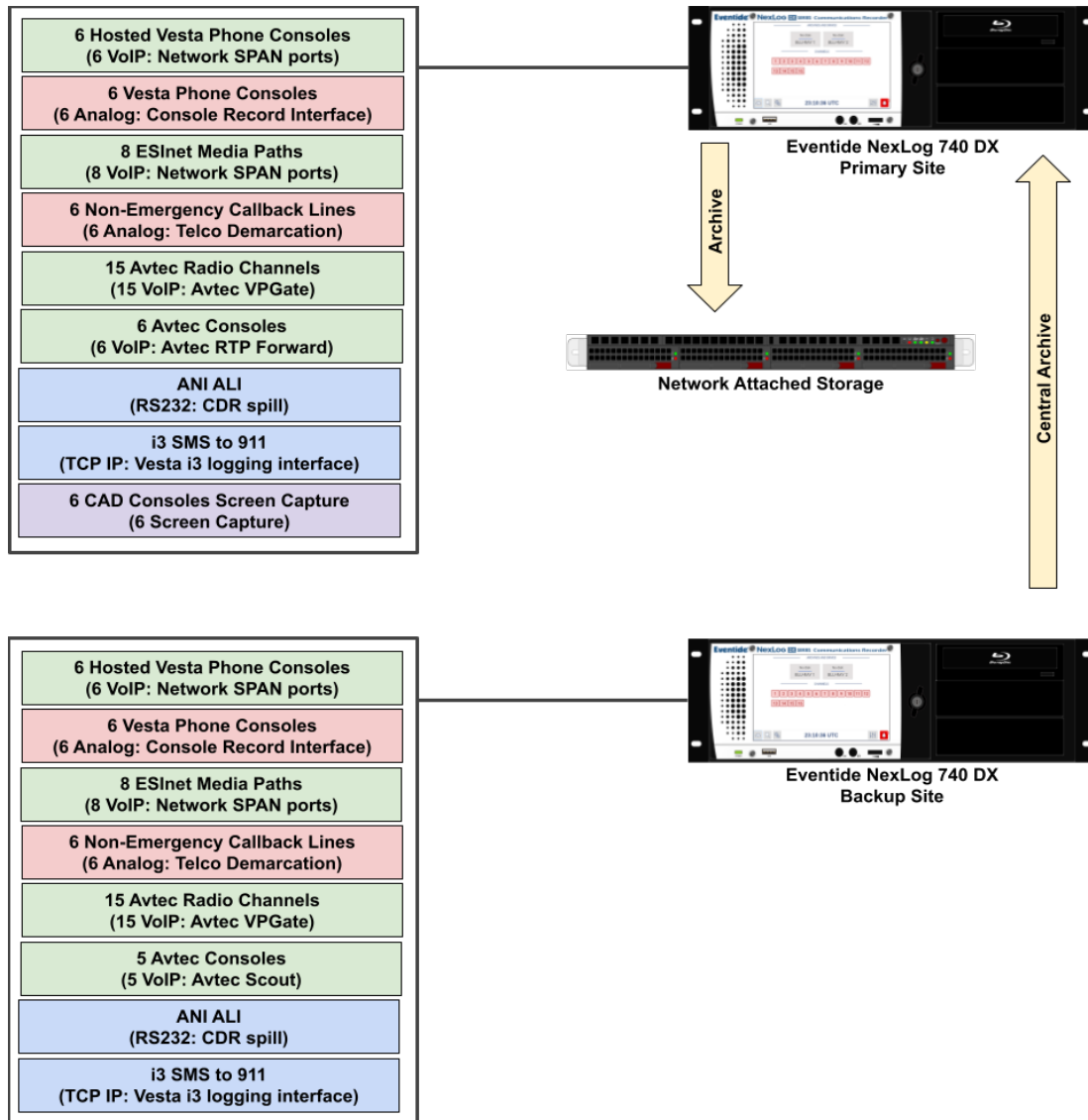
A multi-tier security system controls user access based on role and channel assignments. Password policy options include complexity enforcement, automatic aging, change reminders, expiration, and lock-out. System access can also be controlled by an SMB share or active directory. In addition, each user's access and actions are audited and available for review.

The proposed NexLog DX recorder is equipped with RAID array storage that combines multiple hard disks into a logical drive for redundancy and increased performance. In the event of a drive failure, the logical drive is not affected. Data integrity and recording functions are unaffected and redundancy is automatically restored once the failed component is replaced.

To meet the recording needs for Pender County Sheriff's Office, our solution has been crafted to provide the highest level of redundancy, security, and usability.

ARCHITECTURE

HIGH LEVEL DIAGRAM



SCOPE

STATEMENT OF WORK

CRS will complete the following steps for Pender County Sheriff's Office:

- Conduct an initial project kickoff and site walkthrough to define physical recorder installation and structure cabling details and requirements
- Document critical technical details required to complete recorder configuration such as TCP/IP addresses, system hostname, NTP server, channel definition and requirements, etc.
- Insert appropriate recording solution hardware and apply licenses.
- Complete NexLog DX system burn-in and staging for recorder(s) to ensure no immediate component failure.
- Complete NAS system burn-in and staging, if purchased, to ensure no immediate component failure.
- Configure basic recording solution system parameters as a part of the system staging process for recorder(s).
- Transport the recording solution to the Pender County Sheriff's Office communications data center for onsite staging.
- Mount new 66 blocks and run new analog cabling.
- Rack and power the NexLog DX and NAS within their respective data center locations.
- Configure advanced recording solution system parameters required for radio, phone and CAD integration for recorder(s).
- Install screen agents onto CAD systems for agent desktop recording for recorder(s).
- Conduct end user training as needed by Pender County Sheriff's Office personnel.

In addition to completing the above steps as a part of the recording solution implementation, CRS will provide a dedicated project manager to ensure consistent project status communication and on-time, on budget project delivery.

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Charlotte, NC 28220
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LETTER OF CERTIFICATION



January 1, 2023

To: Whom it may concern:

Subject: Eventide Fully Certified Factory Trained Sales & Service Center

Eventide has certified **Carolina Recording Systems** as the only Premier Dealer and fully authorized Eventide **factory trained sales and service center** for the region covering North Carolina, South Carolina, West Virginia, Virginia, Tennessee, District of Columbia & Maryland. As such, superior sales support and after sales service support can be guaranteed.

Carolina Recording Systems is the **only company** in this region to receive this certification from Eventide.

Cordially,

A handwritten signature in blue ink, appearing to read 'Gordon Moore'.

Gordon Moore
General Manager
Eventide

Copy:
Byron Burns
Manager
Carolina Recording Systems
Ph: (704) 578-8025
Fax: (888) 776-0201
byron.burns@crsnc.com

EVENTIDE INC. • One Alsan Way • Little Ferry, NJ 07643-1001 • USA
☎ 201.641.1200 • fax 201.641.1640 • 🌐 www.eventide.com • 📧 loggers@eventide.com

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Eventide NexLog 740DX Primary

Product Details		Quantity	Unit Price	Ext. Price
NexLog System Hardware				
NexLog740DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio contro	1	\$9,600.00	\$9,600.00
DX701	Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	1	\$1,750.00	\$1,750.00
DX730	Standard NexLog 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)	1	\$0.00	\$0.00
324430	Rack Mount Slides - 24" 4 Post, 3U (for NexLog 740DX)	1	\$360.00	\$360.00
DX711-1	Upgrade NexLog 740 DX-Series (at time of order) to 4x2TB HotSwap MegaRAID5=6TB storage	1	\$5,790.00	\$5,790.00
Recording Channel Cards and Licensing				
DXANA16	16-Channel Analog PCIe (PCI Express) Card, 16 Ch. Licenses	1	\$4,800.00	\$4,800.00
109033-003	Quick Install Kit (9 ft. Cable + "66" Block):	1	\$220.00	\$220.00
271052	Internal IP Recorder with First 8 G.711 Channels	1	\$4,200.00	\$4,200.00
DX939	DX Series 8 Channel VoIP Add-On	4	\$1,920.00	\$7,680.00
DX755	Quad Port 100/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)	1	\$1,440.00	\$1,440.00
Call Handling Integration				
209029	911 NENA ANI/ALI CAD Spill Integration - USA/Canada only	1	\$2,100.00	\$2,100.00
271140	Eventide Interface license (audio) for Motorola VESTA 911 (and Motorola CallWorks) IP/SPAN Recording	1	\$2,950.00	\$2,950.00
DX902	Motorola-Vesta SMS recording via i3 Logging Events	1	\$5,270.00	\$5,270.00
Screen Capture				
271070	Windows Screen Recording (First 5 PCs on recorder)	1	\$3,020.00	\$3,020.00
271076	Windows Screen Recording (5 additional PCs on recorder)	1	\$600.00	\$600.00
Quality Assurance Package				

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Eventide NexLog 740DX Primary

Product Details		Quantity	Unit Price	Ext. Price
271077	Quality Assurance DX Software (Quality Factor): FIRST 20 Agents (Requires MediaWorks Plus/DX)	1	\$3,020.00	\$3,020.00
Archiving				
271051	Additional Network Archive License (1 is included):	1	\$275.00	\$275.00
271014	Central Archive License (for archive to another NexLog)	1	\$1,830.00	\$1,830.00
Web Client Licensing				
271083	8 pack MediaWorks DX (web) concurrent license	1	\$1,090.00	\$1,090.00
271113	NexLog Access Bridge License	2	\$3,840.00	\$7,680.00
Subtotal:				\$63,675.00

Eventide NexLog 740DX Backup

Product Details		Quantity	Unit Price	Ext. Price
NexLog System Hardware				
NexLog740DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio contro	1	\$9,600.00	\$9,600.00
DX701	Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	1	\$1,750.00	\$1,750.00
DX730	Standard NexLog 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)	1	\$0.00	\$0.00
324430	Rack Mount Slides - 24" 4 Post, 3U (for NexLog 740DX)	1	\$360.00	\$360.00
DX705-1	Upgrade NexLog 740 DX-Series (at time of order) 2x2TB HotSwap MegaRAID1=2TB storage	1	\$2,950.00	\$2,950.00
Recording Channel Cards and Licensing				
DXANA16	16-Channel Analog PCIe (PCI Express) Card, 16 Ch. Licenses	1	\$4,800.00	\$4,800.00
109033-003	Quick Install Kit (9 ft. Cable + "66" Block):	1	\$220.00	\$220.00
271052	Internal IP Recorder with First 8 G.711 Channels	1	\$4,200.00	\$4,200.00

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Eventide NexLog 740DX Backup

Product Details		Quantity	Unit Price	Ext. Price
DX939	DX Series 8 Channel VoIP Add-On	4	\$1,920.00	\$7,680.00
DX755	Quad Port 100/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)	1	\$1,440.00	\$1,440.00
Call Handling Integration				
209029	911 NENA ANI/ALI CAD Spill Integration - USA/Canada only	1	\$2,100.00	\$2,100.00
271140	Eventide Interface license (audio) for Motorola VESTA 911 (and Motorola CallWorks) IP/SPAN Recording	1	\$2,950.00	\$2,950.00
DX902	Motorola-Vesta SMS recording via i3 Logging Events	1	\$5,270.00	\$5,270.00
Archiving				
271051	Additional Network Archive License (1 is included):	1	\$275.00	\$275.00
271014	Central Archive License (for archive to another NexLog)	1	\$1,830.00	\$1,830.00
Web Client Licensing				
271083	8 pack MediaWorks DX (web) concurrent license	1	\$1,090.00	\$1,090.00
271113	NexLog Access Bridge License	1	\$3,840.00	\$3,840.00
			Subtotal:	\$50,355.00

Peripherals

Product Details		Quantity	Unit Price	Ext. Price
NAS-S60T-A12	Network Attached Storage Server - 1U Rack-Mount with 12TB Hot Swap RAID Hot Swap RAID, Intel CPU, Windows Server 2022 Standard	1	\$7,995.00	\$7,995.00
			Subtotal:	\$7,995.00

Installation Services

Product Details		Quantity	Unit Price	Ext. Price
PROSVCS	Professional Services: Includes Pre-installation site survey, installation, configuration, testing, and unlimited training. Open Market	1	\$9,500.00	\$9,500.00
			Subtotal:	\$9,500.00

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Shipping

Product Details		Quantity	Unit Price	Ext. Price
MAN S&H	Manufacturer Shipping and Handling	2	\$175.00	\$350.00

Subtotal: **\$350.00**

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Pender County Sheriff's Office - DX Refresh

Prepared by:

CRS / Carolina Recording Systems, LLC

Ashlee Swilling
(706) 844-5731
ashlee.swilling@crsnc.com

Prepared for:

Pender County Sheriff's Office

605 East Fremont Street
Burgaw, NC 28425
Jackie Ezzell
(910) 259-2148
jackie.ezzell@pendersheriff.com

Quote Information:

Quote #: 000872

Version: 1
Delivery Date: 05/23/2023
Expiration Date: 07/25/2023

Quote Summary

Description	Amount
Eventide NexLog 740DX Primary	\$63,675.00
Eventide NexLog 740DX Backup	\$50,355.00
Peripherals	\$7,995.00
Installation Services	\$9,500.00
Shipping	\$350.00

Total: \$131,875.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Installation Considerations:

Customer's radio, telephone, and CAD vendors should provide the proper inputs, identified and terminated within 6 feet of the recorder's physical location. Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.

Order Remittance: Please work with your CRS Account Manager for order processing.

CRS / Carolina Recording Systems, LLC

Pender County Sheriff's Office

Signature: _____

A handwritten signature in black ink, appearing to read 'Ashlee Swilling', written over a horizontal line.

Name: _____

Ashlee Swilling

Title: _____

Sales Director

Date: _____

05/23/2023

Signature: _____

Name: _____

Jackie Ezzell

Date: _____

Pender County Budget Ordinance Amendment

Fiscal Year

FY 2023-2024

Department

510 - SHERIFFS DEPARTMENT

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	Fund Balance	131,875.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	252-407400	Capital Outlay	114,030.00
2	510-407400	Capital Outlay	17,845.00
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues131875

Total Expenditures131875

Budget Amendment Balances when Zero.0

Prepared By:Jennie Coleman

Emailjennifer.coleman@pendersheriff.com



Pender County Approval of PO & BOA for road & drainage repairs within Pender Commerce Park

TO: BOCC

FROM: Jared Cass

DATE: November 20, 2023

SUBJECT: Approval of PO & BOA for road & drainage repairs within Pender
Commerce Park

SUMMARY:

On May 15, 2023, the Pender County BOCC approved a resolution to declare Corporate Drive and Acme Way public roads. This was a step in the process of granting NCDOT ownership over the roads so they can properly maintain them. The roads are currently listed as private and are the responsibility of the County. Based on a letter from NCDOT dated September 8th, 2022 listing the deficiencies which must be resolved prior to turning over ownership, the County published an RFP in August to solicit bids for the necessary work. The deficiencies include removing curbing, repairing drainage and appropriately grading the shoulders of the roads, and widening intersections and cul-de-sacs. The original RFP was extended for additional time due to receiving no bids. It closed in October. The RFP was readvertised in October and one proposal was received. The proposal is from RJ Norris Construction Company in the amount of \$163,450. These repairs are necessary, not only to turn the roads over to NCDOT, but for safety and continued use by the ever increasing commercial traffic within the commerce park.

ACTION REQUESTED:

Approve a PO and BOA in the amount of \$163,450 to RJ Norris Construction Company for needed repairs to Acme Way and Corporate Drive in Pender Commerce Park.

Board of County Commissioners
Jacqueline A. (Jackie) Newton – Chair
Wendy Fletcher-Hardee – Vice Chair
Archibald (Fred) McCoy
Jerry Groves
Brad George



County Manager
David Andrews
Assistant County Manager
Allen Vann
County Attorney
Carl W. (Trey) Thurman
Staff Attorney
Patrick Buffkin

A Resolution of the Pender County Board of Commissioners Declaring the Appropriate Classification of Corporate Drive and Acme Way, both being located in the Pender Commerce Park, to be Public Roads

WHEREAS, North Carolina General Statutes § 136-51 provides that the exclusive control and management and responsibility for all public roads in the several counties shall be vested in the North Carolina Department of Transportation;

WHEREAS, the Pender Commerce Park is located in Pender County and includes Corporate Drive and Acme Way, both of which were designed to the standards of public roads, but are presently designated as private roads on the plat map prepared by McKim and Creed, professional surveyor, and recorded in the Pender County Registry at Book 55, Page 126;

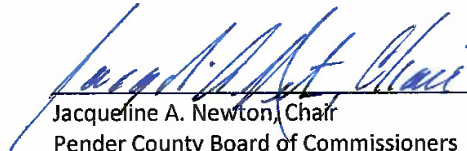
WHEREAS, no changes to the physical configuration of either Corporate Drive or Acme Way have been made that would justify the expense of re-surveying the land encompassing the Pender Commerce Park or re-recording the plat map;

WHEREAS, the North Carolina Department of Transportation is amenable to receiving a resolution of the County Board of Commissioners to evidence an official designation of a public road with such a resolution being recorded in the Office of the Register of Deeds for the County in lieu of recording a re-surveyed plat;

WHEREAS, the North Carolina Department of Transportation has performed a site assessment of Corporate Drive and Acme Way, and has agreed that if any deficiencies in those roads that would otherwise prevent the designation of those roads as public roads must be remedied prior to accepting such designation and that a copy of this resolution should reference PIN 2291-77-7787-0000 to plainly state the Board of Commissioners' declaration that Corporate Drive and Acme Way should be designated as public roads; and

WHEREAS, upon adoption and recordation of this resolution, the North Carolina Department of Transportation has agreed to assume responsibility for the maintenance and upkeep of Corporate Drive and Acme Way in perpetuity as public roads.

NOW THEREFORE, be it resolved by the Board of Commissioners of Pender County that Pender County hereby declares that the appropriate road designation of Corporate Drive and Acme Way, both being located in Pender Commerce Park, is and should be as public roads.
Adopted this the 15th May 2023.


Jacqueline A. Newton, Chair
Pender County Board of Commissioners

ATTEST:


David Andrews
Clerk to the Board



REQUEST FOR PROPOSALS



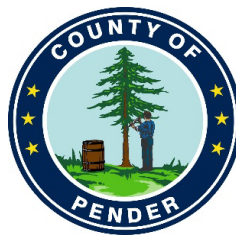
Road Improvements for Addition to the State Highway System

RFP # 24-255R

Issued: October 16, 2023

Deadline for Questions: October 24, 2023 at 8am

Proposals Due: October 27, 2023 @ 2pm



Trisha Newton, Purchasing Manager

PO Box 1578 • 805 S. Walker Street • Burgaw, NC 28425

910.259.1281 • Purchasing@pendercountync.gov

October 16, 2023

RE: **Request for Proposals (24-255R)**
IT Assessment Services

To Whom It May Concern:

The County of Pender is requesting proposals from qualified consultants to complete road improvements to address deficiencies according to the North Carolina Department of Transportation on two roads in Pender Commerce Park in order for the roads to be accepted for addition to the State Highway System.

This is a rebid due to insufficient responses to the initial RFP. Neither a budget, nor a timeline have been established by the county.

Attached you will find a "Request for Proposals" (RFP) which identifies the services to be undertaken. In order to be considered, all proposals must be submitted in writing no later than **2:00 PM (EST) on October 27, 2023**. Consultants mailing proposal packages should allow delivery time to ensure timely receipt of their proposal. The responsibility for getting the proposal to the Pender County Finance Department on or before the specified time and date is solely and strictly the responsibility of the proposing contractor. The County will in no way be responsible for delays caused by any occurrence. Proposals may be hand carried or mailed to:

Pender County Finance

Attention: Trisha Newton, Purchasing Agent

PO Box 1578 or 805 S. Walker Street, Burgaw, NC 28425

Hours of Operation: 8:00 a.m. - 5:00 p.m. (EST) Monday through Friday

Phone: (910) 259-1281

Email: tnewton@pendercountync.gov

Please note it is the responsibility of the proposer to ensure that all addenda have been received prior to submitting a proposal. Visit www.PenderCountyNC.gov for up to date information. Click on "I Want To...", scroll down to "Open RFP's and Bids".

The County of Pender reserves the right to waive any informalities and to reject any and all proposals.

Thank you,

Trisha Newton, Pender County Purchasing Manager

CONTENTS

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GENERAL INFORMATION

Pender County Government is seeking proposals from experienced licensed firms to address deficiencies identified by the North Carolina Department of Transportation (NCDOT) on Acme Way and Corporate Drive in Pender County in order for the roads to be accepted for addition to the State Highway System.

SCHEDULE

Advertisement of RFP	October 16, 2023
Deadline for Questions	October 24, 2023 by 8:00am
Deadline for receipt of Proposals	October 27, 2023 by 2:00pm
Interviews (if needed)	TBD

The county reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

OVERVIEW

Pender County Government is seeking proposals from experienced licensed firms to address deficiencies identified by the North Carolina Department of Transportation (NCDOT) on Acme Way and Corporate Drive in Pender County in order for the roads to be accepted for addition to the State Highway System. Neither a budget, nor a timeline have been established by the county.

SCOPE OF WORK

The selected licensed GC will complete all work to remedy the following listed deficiencies in order for the roads to be accepted for addition to the State Highway System.

- Traffic Unit Items
 - Remove 25 mph speed limit signs on both Corporate Drive and Acme Way
- Corporate Drive Maintenance Items
 - All curbing, associated with driveways, must be a minimum of 6' from the travel lane and in good condition. Any cracked or broken curbs must be replaced.
 - Mailboxes shall be installed per NCDOT guidelines
 - All bare areas along grass shoulders shall be fine graded and have established vegetation.
 - Edge of pavement drop-offs shall be repaired, and shoulders constructed to meet minimum standards.
 - All drainage structures need to be free of excess rock.
 - Cul-de-sac needs to be constructed to accommodate a commercial vehicle.
- Acme Way Maintenance Items
 - All curbing, associated with driveways, must be a minimum of 6' from the travel lane and in good condition. Any cracked or broken curbs must be replaced.
 - All bare areas along grass shoulders shall be fine graded and have established vegetation.
 - All drainage structures need to be free of excess rock.
 - Non-standard driveway and non-standard culvert shall be removed, and shoulder swale re-established.
 - Acme Way needs a radius that can accommodate commercial vehicles.

SITE TOUR AND QUESTIONS

Interested parties may tour the site independently at their own risk. Questions on this project should be emailed to purchasing@pendercountync.gov no later than October 24, 2023 by 8:00am. All questions will be answered in the form of an Addendum as soon as possible.

PROPOSAL SUBMISSION

Proposals shall include the following:

1. **Introduction:** Description of the professional qualifications of the firm and staff proposed for the assessment services. Clearly indicate each staff members' role in the project. Include information about the firm's professional registration in North Carolina.
2. **Work Plan:** A detailed description of the services to be provided and schedule of estimated timeframes for implementation/provision of those services.
3. **References:** A brief description of at least 3-5 projects that are similar in scope and size. For each project listed, include the name of the entity and the name and contact information for personnel who would be familiar with the work performed. Preference is to list similar North Carolina projects first.

4. **Fee Schedule:** Breakdown of potential fixed and/or variable costs to be incurred for these services, with a total price for completion of this contract.
5. **Insurance:** Provide a copy of a certificate of insurance identifying current levels of professional liability insurance. Upon award, Pender County must be added as an additional named insured.
6. **License:** Include a copy of the applicable NC General Contractors License(s) with the proposal.
7. **Contract:** This RFP will result in a contract for services provided to Pender County. The awarded Proposer shall provide the County with a sample contract which can be revised by the County's legal department as needed. The contract shall provide a termination clause in which the County reserves the right to terminate the contract immediately with cause or with ninety days prior written notice without cause.

Proposals should be submitted bound, using standard paper, and sections should be appropriately labeled for easy reference. Proposers must provide one original bound and one electronic submission. The hard copy submission must be received at the address below prior to the deadline for consideration. The electronic Proposal may be provided on a USB drive or emailed to purchasing@pendercountync.gov. Proposals received after the deadline will not be considered.

Additional information for the County to review and consider is permitted, so long as the entire Proposal does not exceed 25 pages. **Should there be any way you cannot fully comply, you must detail any exceptions in writing in the Proposal. Firms may submit multiple proposals.**

Proposals are due on or before 2:00 pm on October 27, 2023. The submittal package should be clearly marked "RFP # 24-255R Road Improvements" and identify the company submitting the proposal. Proposals shall be addressed to the attention of Trisha Newton, Purchasing Manager at the one of the following addresses:

<u>By Mail:</u> Pender County Purchasing Attn: Trisha Newton PO Box 1578 Burgaw, NC 28425 Mark Envelope: RFP # 24-255R Road Improvements	<u>In Person / By Courier:</u> Pender County Purchasing Attn: Trisha Newton 805 S. Walker St. Burgaw, NC 28425 Mark Envelope: RFP # 24-255R Road Improvements	<u>By email:</u> Purchasing @pendercountync.gov Mark Envelope: RFP # 24-255R Road Improvements
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All responses submitted become the property of the Pender County Government. Submitting a proposal in response to this RFP does not commit Pender County to award a contract or pay any costs incurred in the preparation, or travel to Pender County. The County will not consider late proposals or be liable for misdirected mail/packages. Additionally, the County reserves the right to cancel this Request for Proposal in part or in its entirety, waive minor defects or reject any/all Proposals. **Pender County encourages M/WBE and HUB to submit proposals.**

EVALUATION AND SELECTION

The selection process will be based on the responses to this RFP. A committee comprised of members of County Staff and/or other stakeholders in this project will provide a recommendation to the Board of County Commissioners for award of this contract. Recommendations will be made based on the following criteria and weighted percentages:

Completeness of Proposal – demonstrated competence related to scope	15 %
Experience with Similar Contracts – On time and within budget	15 %
Cost and/or Price Structure – ability to adhere to and control budget parameters	45 %
References – Prior experience and performance with Pender County or similar	25 %

References may be contacted along with other evaluations Pender County feels necessary to accurately determine the criteria listed above in the selection criteria. Scoring and ranking of the submissions will be based on the criteria above. Pender County reserves the right to interview firms who are being considered. In addition, Pender County reserves the right to reject all submissions.

The County reserves the right to reject any or all Proposals, to waive any non-material irregularities or informalities in any Proposal, to request additional clarification of Proposals, to be the sole judge of suitability of the services for its intended use and further, specifically reserves the right to make the award in the best interest of the County.

RFP PROVISIONS

The Request for Proposals' Provisions, Scope of Services and Terms and Conditions are integral parts of this RFP. The Proposer, by submitting a Proposal, agrees to comply with all provisions and conditions of this document.

1. Services performed shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this RFP.
2. The County reserves the right to amend, at any time, any part of this RFP upon written notification to Proposers; and to change any of the scheduled dates, including the Proposal due date. All changes will become part of this RFP and will be incorporated into the agreement entered into between the County and the Proposer.
3. Proposals should be prepared providing a straightforward description of the vendor's ability to meet the requirements of this RFP. Responses should be concise and understandable by a "non-technical" audience.
4. The County is not liable for any costs or expenses incurred by the Proposers in the preparation of their Proposals or submissions related to this RFP.
5. By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and is capable of providing and performing quality work to achieve the County objectives.
6. The Proposer accepts full responsibility for assuring the prompt and timely submission of the Proposal. The County will make no allowances for late delivery of mail.
7. If a Proposer requires to take exception to any part of the specifications of this RFP, please include a letter stating any exceptions along with a thorough explanation. All exceptions will be taken into consideration when evaluating and scoring Proposals.
8. The County reserves the right to reject any or all Proposals received or to negotiate separately with competing Proposers to this RFP and to award a contract based on services other than those set forth in this RFP. After reviewing the Proposals, the County may elect to withdraw the RFP, make changes, waive technicalities, and issue a modified RFP in any part thereof deemed to be in the best interest of the County.
9. No assignment of the resulting contract may take place without the express written permission from the County. This includes assignment or sale of the Proposer to another institution.
10. The Proposer will assume responsibility for all services offered, whether provided by the Proposer or a subcontractor. The Proposer will identify any subcontractors in its Proposal by providing a list as an attachment to the RFP. The County will consider the Proposer to be the sole point of contact for contractual matters including payment of any and all charges resulting from the cost of any contract. The County reserves the right to approve or reject any subcontractor prior to use. All references to Proposer requirements throughout this RFP include subcontractors. If at any time the County determines that any subcontractor is incompetent or undesirable, the County shall notify the successful firm accordingly, and the successful firm shall take immediate steps for cancellation of the subcontract and replacement. Nothing contained in any contract resulting from this RFP shall create any contractual relationship between any subcontractor and the County of Pender.

11. All procurement documents and contracts will be subject to audit. The Proposer will give full and free access to all records and materials necessary to perform audit fieldwork, including data stored on computer systems, for the County and its authorized representatives. This provision applies to any subcontractor as well.

12. Any material submitted in response to this RFP will become a "public record" once the Proposer's document(s) is(are) opened and the Proposer is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina General Statutes. Proposals submitted under this section shall not be subject to public inspection until a contract is awarded N.C.G.S 143-129.8(d).

13. Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data on other materials to be protected and state the reasons why protection is necessary. **Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner.** This right of privacy will be construed as narrowly as possible to protect the interests of the individual responding to the RFP while attempting to maximize the availability of information to the public.

14. All submissions should be valid for acceptance for at least 90 days from the date of submission. The "Board of Commissioners Meeting" Date listed in the "SCHEDULE" above is the anticipated award date.

TERMS AND CONDITIONS

1. **Indemnification:** Proposer agrees to defend, indemnify, and hold harmless the County for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Proposer, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Proposer to indemnify Pender County to the extent permitted under North Carolina law.

2. **E-Verify:** By responding to this RFP, Proposer agrees to comply with the requirements of Article 2 of Chapter 64 of the General Statutes, as applicable.

3. **Availability of Funds:** Any resulting contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

4. **Conflict of Interest:** All parties (including subconsultants) must maintain compliance with conflicts of interest guidelines that meet or exceed those required under 2 C.F.R. § 200.318(c)(1) for all projects funded in part or whole with federal or State financial assistance (direct or reimbursed). In addition to the prohibition against self-benefiting from a public contract under N.C. G.S. 14-234, no officer, employee, elected official, governing body member, or agent of Pender County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal or State award if he or she has a real or perceived conflict of interest. A real or perceived conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from award of a contract: the officer, employee, elected official, governing body member, or agent involved in the selection, award, or administration of a contract; as well as any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of these parties. Any such conflict shall be disclosed in writing and included with the Proposal. Contractors that are related to County personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding/responding or accepting award of County contracts. Accepting gifts and favors from vendors and contractors is prohibited under N.C. G.S. 133-32, additionally officers, employees, elected officials, governing body members, and agents of Pender County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Violating this policy will result in disciplinary action for the employee and termination of the contract and violating firms/persons may not be eligible for future contract awards.

In addition to the RFP Provisions and Terms and Conditions above, the County requires adherence to the general purchase order Terms & Conditions that can be found at:

<http://www.pendercountync.gov/vendortermsandconditons/> .

-END-



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

September 8, 2022

Mr. Kenneth Keel
Pender County Utilities
P.O.Box 5
Burgaw, NC 28425

SUBJECT: Field Inspection Report
Request for Addition to the State Highway System
Corporate Drive & Acme Way
Pender Commerce Park
Division File # 0619-P
Pender County

Dear Mr. Keel:

Per our field review, attached are the deficiencies noted for the above requested road. These deficiencies are compiled from our Maintenance Unit and Traffic Service Unit.

Traffic Service Unit:

Corporate Drive:

- Remove 25 mph speed limit signs

Acme Way:

- Remove 25 mph speed limit signs

Maintenance Unit:

Corporate Drive:

- See attached comment sheet

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
295A WILMINGTON HIGHWAY
JACKSONVILLE, NC 28540

Telephone: (910) 467-0500
Fax: (910) 346-8030
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
295 A WILMINGTON HIGHWAY
JACKSONVILLE, NC 28540

Page 2
Mr. Keel

Acme Way:

- See attached comment sheet

General Items:

The current right of way is recorded as private. A valid public right of way is required for addition. If the map is re-recorded, it will need to be reviewed and signed by the NCDOT District Engineer.

An encroachment agreement with corresponding plans is required for any utility located within the right of way (water, power, cable, phone, etc). Currently, we have the following:

- Piedmont Natural Gas – Need signature on encroachment form and clarification on line placement in relation to the r/w.
- Pender Utilities – have the plans but need the encroachment signed
- AT&T – have the plans but need the encroachment signed
- Duke Energy – have the plans but need the encroachment signed
- Sidewalk – Need plans and encroachment

Should there be any questions regarding the comments provided, please contact the following:

Traffic Services Unit - George Lewis, Traffic Services Supervisor at 910-341-2200

Maintenance Unit – Jeff Garrett, Pender County Maintenance Engineer at 910-259-5413

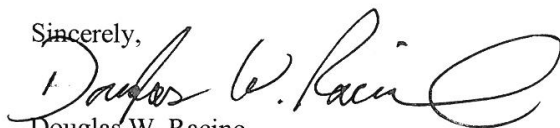
General Items – Robert Vause at 910-467-0500

This list should not be considered all-inclusive. A follow up inspection may identify additional areas of concern.

If these deficiencies are not corrected within 90 days, we will have no alternative but to deny your request for addition.

If there are any questions or if I can be of further assistance, please contact Robert Vause, or myself, at 910-467-0500.

Sincerely,



Douglas W. Racine
Deputy District Engineer

Page 3
Mr. Keel

DWR/rav

Cc: Jeff Garrett, Pender County Maintenance Engineer
George Lewis, Traffic Services Supervisor
File



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

September 1, 2022

COMMENT SHEET

Project Name: Pender Commerce Park

A field investigation was completed on September 1, 2022, and the following deficiencies were noted.

Corporate Drive:

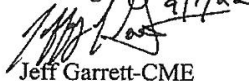
1. All curbing, associated with driveways, must be a minimum 6' from the travel lane and in good condition. Any cracked or broken curb must be replaced (see photo),
2. Mailboxes shall be installed per NCDOT guidelines (see photo).
3. All bare areas along grass shoulders shall be fine graded and have established vegetation (see photo).
4. Edge of pavement drop-offs shall be repaired, and shoulders constructed to meet minimum standards.
5. Drainage structure needs to be placed at an acceptable grade (see photo).
6. All drainage structures need to be free of excess rock (see photo).
7. Cul-de-sac needs to be constructed to accommodate a commercial vehicle.

Acme Way:

8. All curbing, associated with driveways, must be a minimum 6' from the travel lane and in good condition. Any cracked or broken curb must be replaced.
9. All bare areas along grass shoulders shall be fine graded and have established vegetation.
10. All drainage structures need to be free of excess rock.
11. Non-standard driveway and non-standard culvert shall be removed, and shoulder swale re-established (see photo).
12. Acme Way needs a radius that can accommodate commercial vehicles (see photo).

COMMENT: This list should not be considered all-inclusive. Further review may identify additional areas of concern.

Best regards


Jeff Garrett-CME

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
PENDER COUNTY MAINTENANCE
401 NORTH SMITH STREET
BURGAW, NC 28425

Telephone: 910-259-5413
Fax: 910-259-5233
Website: ncdot.gov

Location:
401 NORTH SMITH STREET
BURGAW, NC 28425



















R. J. Norris Construction Company

2127 Castle Hayne Rd
Wilmington, NC 28401 US
rjnorris8@yahoo.com

Estimate

ADDRESS

Pender County
805 South Walker St
Burgaw, NC 28425

ESTIMATE # 2001**DATE** 10/24/2023

ACTIVITY	QTY	RATE	AMOUNT
Acme Way 1. Widen Radius on both sides road at intersection of Corporate Dr Approx. 4x40 5.5" Base Asphalt 2" Surface 2. Widen Asphalt on Corporates Dr at intersection of Acme Approx. 70x7 5.5" Base 2" Surface 3. Install Grate in existent Drop Inlet 4. Clean Rock and Dirt from Drop Inlets 6 Drop Inlets 5. Install Rip Rap with Fabric around end of pipes 2 at Approx. 17x20 Clean dirt from existing pipe 6. Remove Curb and Gutter and add 2' of curb and Cutter that slopes down so that it ends 6' from Edge Pavement at Acme Fish 7. Remove Plastic Pipe near Polyhose entrance and re-establish swale 8. Raise 2 Drop Inlets at Atlantic Tire 9. Install No Parking Signs every 100' on both sides road 10. Haul in and apply Topsoil to edges road as needed 11. Seed, Fertilize, and Straw ROW	1	88,650.00	88,650.00
Corporate Dr 1. Raise D/I at Professional Builders 2. Remove Curb and Gutter and add 2' of curb and gutter that slopes down and ends min of 6' from Edge Pavement at Coastal Beverage 3. Move Coastal Beverage Mail Box 4. Remove C/G and add 2' of C/G that slopes down and ends a min of 6' from EP at Empire Distribution Truck Entrance Add 6" Concrete Approx. 4x12 in place of Curb 5. Clean Rock and Dirt from D/I 6. Remove C/G and add 2' of C/G that slopes down and ends a min of 6' from EP at Empire Distributing Parking Lot	1	74,800.00	74,800.00

ACTIVITY	QTY	RATE	AMOUNT
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- 7. Move Mail box
- 8. Haul in and add Topsoil to edges of road as needed
- 9. Seed, Fertilize and Straw ROW
- 10. Install No Parking Signs every 100' to both sides road

Correct Acme Way and Corporate Dr roadway deficiencies so that N C Dot take over roads	TOTAL		\$163,450.00
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Accepted By	Accepted Date
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Pender County Budget Ordinance Amendment

Page 29 of 35

Fiscal Year

FY 2023-2024

Department

660 - NON-DEPARTMENTAL

Proposed Amendment:

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-397000-6017	Contribution from Gen Fund	163450
2			
3			
4			
5			
6			
7			
8			
9			
10			

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-404500-6017	Contracted Services	163450
2			
3			
4			
5			
6			
7			
8			
9			
10			

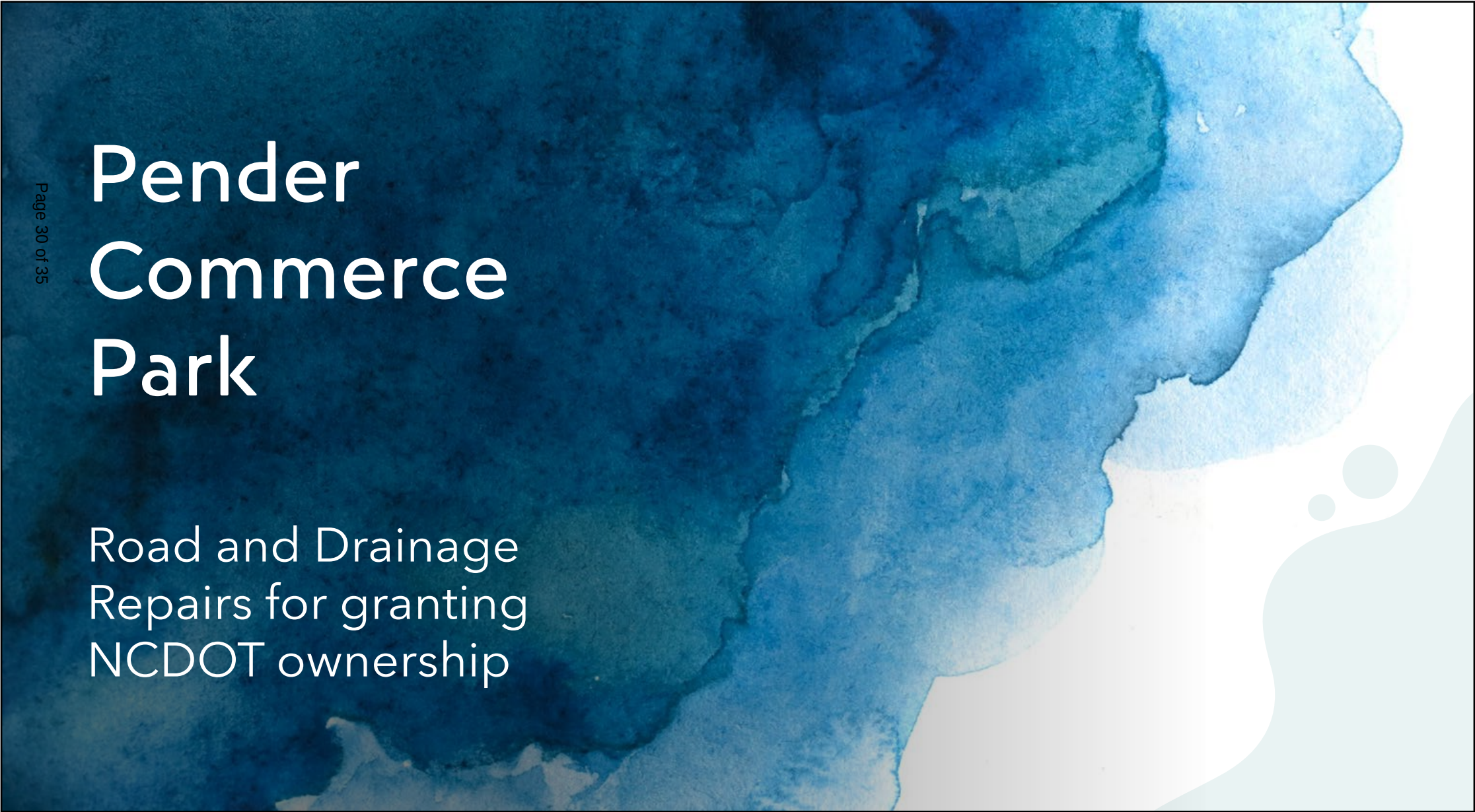
Total Revenues
163450

Total Expenditures
163450

Budget Amendment Balances when Zero.
0

Prepared By:
Angela Miller

Email
jcass@pendercountync.gov



Pender Commerce Park

Road and Drainage
Repairs for granting
NCDOT ownership



September 8, 2022

North Carolina Department of Transportation created a field Inspection report.

- Remove 25mph speed limit signs
- All curbing must be 6' from travel lane
- Mailboxes do not meet NCDOT guidelines
- Edge of pavement drop offs need repair
- Drainage structures need repair
- Widen roads to handle commercial traffic
- Repair road shoulder

May 15, 2023

- Pender BOCC declares that Corporate Drive and Acme Way in Commerce Park should be public roads.

Page 32 of 35



- 09/07/2023 RFP #24-255 posted
- 09/28/2023 posted deadline extended
- 10/12/2023 no proposals received
- 10/16/2023 Readvertisement of RFP #24-255R
- 10/27/2023 Closed with 1 submittal

Drainage Issues

Page 33 of 35



Sink Holes





R.J. Norris Construction Company

Estimate

Acme Way. - \$88,650.00

Corporate Dr. - \$74,800.00

Total = **\$163,450.00**



**Pender County
Consideration of Memorandum of
Agreement with North Carolina
Emergency Management to implement
the Hazard Mitigation Grant Program
(HMGP-4465) project to elevate three
homes in Pender County**

TO: Board of County Commissioners
FROM: Daniel Adams
DATE: November 20, 2023
SUBJECT: Consideration of Memorandum of Agreement with North Carolina
Emergency Management to implement the Hazard Mitigation Grant
Program (HMGP-4465) project to elevate three homes in Pender County

SUMMARY:

The Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) is a grant funded program designed to help state, local, tribal and territorial governments rebuild after a disaster in a way that mitigates future disaster losses. The HMGP program is only available after presidentially-declared disasters.

After Hurricane Florence, FEMA opened an application period for homeowners to apply to have their homes elevated, reconstructed or acquired through the HMGP. Several homeowners who applied for the HMGP grant did not receive funding through the HMGP program associated with Hurricane Florence. North Carolina Emergency Management staff reviewed the list of applicants that were not funded through the HMGP Hurricane Florence project and were able to place qualifying applicants into the next available HMGP project, which is the project associated with Hurricane Dorian. After further outreach to the qualifying homeowners, only three wish to continue to participate in the project. All three of these homeowners applied to have their homes elevated.

This Memorandum of Agreement (MOA) will allow North Carolina Emergency Management to handle the implementation of this project, which includes soliciting bids from contractors, providing oversight of all contracted work, and taking on the financial responsibility of the costs associated with implementation.

ACTION REQUESTED:

Consideration of the Memorandum of Agreement

ATTACHMENTS:

1. Memorandum of Agreement

STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

AND

PENDER COUNTY

MEMORANDUM OF AGREEMENT (MOA)

MOA# 4465-0012-R
DPS Fund Code: 4465DRNCP00000125
MOA Amount: \$426,681.00

County: Pender
Tax ID/EIN#: 56-6000329
DUNS #: 082361403

MOA Period of Performance: January 3, 2021 through January 3, 2024

This Memorandum of Agreement ("MOA" or "Agreement") is made on this date _____, by and between the **County of Pender** ("Municipality/County" or RECIPIENT/SUBGRANTEE), and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT ("NCEM" or AGENCY/GRANTEE).

WHEREAS, in a letter dated June 9, 2020, the Federal Emergency Management Agency (FEMA) approved the Department of Public Safety, Division of Emergency Management State Centric Plan for DR-4393, DR-4412, and DR-4465, incorporated by reference into this Agreement as if fully set out herein, whereby the Division of Emergency Management will serve as the Grantee and perform some of the tasks of the Subgrantee for subgrantees that opt in and agree to participate in the State Centric Model;

WHEREAS, in a memorandum dated March 26, 2021, the Department of Public Safety, Division of Emergency Management notified HMGP Subgrantees regarding the Hazard Mitigation State Centric Implementation with attached State Centric Election Form for all North Carolina Sub-Applicants (Subgrantees);

WHEREAS, City/**County of Pender** completed the State Centric Election Form for all North Carolina Sub-Applicants (Subgrantees) and selected the Opt-In Section agreeing to participate in the State Centric Model this 27th day of April, 2021;

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WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19 et. seq. and N.C.G.S. §§ 143B-1000 and 166A-19.12(10) and (13) authorize the relationship as described herein; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19.12(25) authorizes the Division to contract for services from vendors specializing in housing elevation, acquisition, demolition, and mitigation reconstruction on private residential structures to implement the federal Hazard Mitigation Grant Program on behalf of the State or political subdivisions; and

WHEREAS, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE represent that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/ SUBGRANTEE do mutually agree as follows:

(1) SCOPE OF WORK

AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE shall implement the Hazard Mitigation project summarized below and as described in the approved project application (**Project # 4465-0012-R**) and in accordance with the State Centric Plan. The approved project Application and the State Centric Plan are hereby incorporated by reference into this Agreement as if fully set out herein.

The following is the approved Scope of Work (SOW) for the above referenced project:

NCEM, on behalf of Pender County, proposes to elevate three (3) residential structures located within the boundaries of the Special Flood Hazard Area. The structures will be elevated to the Base Flood Elevation (BFE), plus two feet of freeboard as required by the County's Flood Damage Prevention Ordinance. All structures proposed for elevation will be inspected and certified by an engineer to be structurally sound and capable of being elevated safely. All construction will comply with North Carolina state and local building code requirements and specifications. The foundations will be designed to properly address all loads and will be appropriately connected to the floor structure above. The elevation will be designed and implemented consistent with internationally recognized engineering standards, and according to the standards outlined in the ASCE 24-14.

The elevated structures will be placed on a range of possible foundations, which include but are not limited to the following options (which will be delineated by a professional licensed engineer during the feasibility study). The foundations will be either: piers, piles, columns, or fill; foundation curtain wall with footings; reinforced concrete masonry unit (CMU) block walls. The depth of ground

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disturbance will be 12-24 inches. Environmental protection measures, such as sediment barriers, will be taken. Each site will be dressed and graded for positive drainage and ease of future maintenance.

The structures will be deed restricted in accordance with FEMA requirements to require flood insurance for the life of the structure regardless of the transfer of ownership. The property owners will also be required to maintain the property in accordance with the floodplain management criteria of 44 CFR 60.3 and to comply with any local or state ordinance requirements.

Site Locations:

	Address	City	State	ZIP Code	Latitude	Longitude
1.	32481 NC Hwy 210	Currie	NC	28435	34.431429	-78.152066
2.	394 Thankful Rd	Rocky Point	NC	28457	34.426413	-77.827609
3.	34626 NC Hwy 210	Currie	NC	28435	34.435487	-78.187824

(2) **CONDITIONS**

RECIPIENT/SUBGRANTEE shall:

- 1) Interface with homeowners to include but not limited to, coordination with homeowners from application intake to project completion (phone calls, updates to the homeowner, setting up appointments for contract workers to come to the home to conduct work or attending meetings regarding contract work). In accordance with the provisions of 42 U.S.C. 5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE of the existence of any insurance coverage for the costs identified in the approved project application, and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, Minimum Home Repair funds and other Federal, State and private funding.
- 2) Coordinate with local leaders and community government officials including but not limited to, answering routine questions and updates locally, forwarding questions to the State if needed and coordinating meetings with the State and local leadership.
- 3) Coordinate with the AGENCY/GRANTEE, Contractors and homeowners as needed.

4) RECIPIENT/SUBGRANTEE shall take part in all pre-construction, pre-project and project update meetings with the contractor and the State to ensure they are fully briefed on all aspects of the project and can provide estimated timelines to their leadership and homeowners participating in the project. In order to complete the project before the end of the period of performance established by FEMA in the FEMA award letter, RECIPIENT/SUBGRANTEE shall provide its Project Management Schedule to the AGENCY/GRANTEE that outlines RECIPIENT/SUBGRANTEE's plan for completion and that track and demonstrate completion of each task listed in the approved FEMA application by the timeframe listed in the approved FEMA application.

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports or documentation requested by the AGENCY/GRANTEE. The AGENCY/ GRANTEE contact will be the Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist for all reports and requests for reimbursement.

5) RECIPIENT/SUBGRANTEE shall be present at all closings (if an acquisition project) in order to take title and possession of the properties acquired in the project and maintain and utilize the properties in open space in perpetuity. RECIPIENT/SUBGRANTEE shall insure compliance with the Deed Restrictions and flood insurance requirements for the properties.

6) Submit monthly reimbursement requests of billable hours spent conducting the above tasks to the AGENCY/GRANTEE. Reimbursement request will be made through the EM Grants or other approved management online system. Each reimbursement at a minimum must include:

- **County Point Of Contact's (POC) Name**
- **Task Being charged for (to include property address)**
- **Rate for POC**
- **Number of hours being reimbursed**

To receive funds under this agreement, RECIPIENT/ SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist. If RECIPIENT/ SUBGRANTEE designates different representatives or designated agents, RECIPIENT/ SUBGRANTEE shall notify AGENCY/GRANTEE.

7) A standardized form will be used in the submission for these funds against RECIPIENT/SUBGRANTEE Management Costs.

AGENCY/GRANTEE shall:

- 1) Provide oversight to all contract work and be the initial point of contact for the RECIPIENT/SUBGRANTEE to get answers to questions on behalf of homeowners or local leadership.
- 2) Process reimbursement requests for all billable time of the RECIPIENT/SUBGRANTEE . If a reimbursement is returned for lack of information or documentation, Hazard Mitigation (HM) Section Project Managers (PM) will contact RECIPIENT/SUBGRANTEE POC to discuss what is missing so corrections can be timely made and resubmitted for payment. RECIPIENT/SUBGRANTEE must submit complete documentation acceptable to the AGENCY/GRANTEE to receive reimbursement.
- 3) AGENCY/GRANTEE HM Section Leadership will be available to meet with county leadership if any questions about the project need to be answered in a public forum. RECIPIENT/SUBGRANTEE POC should notify HM Section Leadership as far in advance as possible so schedules can be worked out to attend county meetings.
- 4) AGENCY/GRANTEE HM Section will coordinate contracts related to this project, review Cost Reports for invoices incurred, and review and approve eligible expenses against project.
- 5) AGENCY/GRANTEE HM Section will set up the **Project Kick-Off** Meeting with RECIPIENT/SUBGRANTEE and Contractor to review the project budget, project scope of work, project timelines/milestones and associated roles and responsibilities between AGENCY/GRANTEE, RECIPIENT/SUBGRANTEE, and Contractors.

(3) BUDGET AND FUNDING

AGENCY/GRANTEE, RECIPIENT/SUBGRANTEE, will review Cost Reports for invoices incurred, and review and approve eligible expenses against project **DR-4465-0012-R**, which is a sub-award in the **Cost Center 2A920076**.

Budget Information

Total: **\$ 426,681.00**

HMGP funding shall only be used for those items specified in the scope of work referenced above.

(4) **COMPENSATION**

1) NCEM will provide the management cost funds to RECIPIENT/SUBGRANTEE as allowed in section 5C2 of the State Centric Plan from the allocation provided by FEMA for sub-recipient management costs in Award Letter dated **September 27, 2022**.

Subrecipient Management Costs (SRMC): Expenditure of subrecipient management costs must adhere to FEMA Policy #104-11-1 Hazard Mitigation Grant Program Management Costs (Interim) signed November 14, 2018. FEMA

The Interim Policy requires management costs to be obligated in increments sufficient to cover recipient and subrecipient needs, as allowable by FEMA.

Any funds not expended by the end of the period of performance are subject to de-obligation provisions of Paragraph five (5) below.

(5) **DEOBLIGATION**

Pursuant to Paragraph 11 herein and the applicable federal regulations, including but may not be limited to, 2 CFR 200.338, 200.339, 200.345, 200.346, NCEM must disallow or de-obligate all remaining SUB-RECIPIENT Management costs at the end of the project's period of performance.

(6) **REIMBURSEMENT**

All costs must be verified through time sheets and other appropriate documentation, which document the employee's name, hours worked in support of this grant, specified in detail in paragraph two (2) "**Conditions**"; the tasks performed on each property, and the employee's pay rate. Payment shall be submitted to the RECIPIENT/SUBGRANTEE after receipt of properly completed Requests for Reimbursement through EM Grants, within thirty (30) days after receipt of completed time sheets.

(7) **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

RECIPIENT/SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules, regulations, guidance, and policies.

(8) **MODIFICATION OF CONTRACT**

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

(9) RECORD KEEPING AND AUDITS

All financial and programmatic records, supporting documents statistical records and other records of AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE shall be retained pursuant to 2 C.F.R. Part 200, 09 NCAC Part 3M, and the applicable Records Retention Schedule. All original records pertinent to this Agreement shall be retained by the AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report or the applicable Records Retention Schedule, whichever is later, with the following exceptions:

If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

The RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the AGENCY/GRANTEE, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the AGENCY/GRANTEE.

The AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE agree to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," for awards prior to December 26, 2014, 2 C.F.R. Part 200 and applicable North Carolina laws, rules and regulations. Further, RECIPIENT/SUBGRANTEE must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 2 CFR 200.338, the AGENCY/GRANTEE may withhold or suspend payments under any grant award.

The RECIPIENT/SUBGRANTEE shall also provide the AGENCY/GRANTEE with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

If applicable, the RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE with an annual financial audit report. The annual financial audit report shall include all management letters and the RECIPIENT/SUBGRANTEE'S response to all findings, including corrective actions to be taken.

In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/SUBGRANTEE of such non-compliance.

(10) LIABILITY

- (a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- (b) Except as otherwise provided in subparagraph (c) below, the RECIPIENT/SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.
- (c) RECIPIENT/SUBGRANTEE that is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by AGENCY/GRANTEE or any RECIPIENT/ SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11) DEFAULT: REMEDIES: TERMINATION/OPT OUT

- (a) If any of the following events occur ("Events of Default"), all obligations on the part of the AGENCY/GRANTEE to make any further payment of funds hereunder shall, if the AGENCY/ GRANTEE so elects, terminate, and the AGENCY/GRANTEE may at its option exercise any of its remedies set forth herein, but the AGENCY/GRANTEE may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
1. If any warranty or representation made by the RECIPIENT/ SUBGRANTEE in this Agreement or any previous Agreement with the AGENCY/GRANTEE shall at any time be false or misleading in any respect, or if the RECIPIENT/SUBGRANTEE shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the AGENCY/ GRANTEE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
 2. If any material adverse change shall occur in the financial condition of the RECIPIENT/SUBGRANTEE at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the AGENCY/GRANTEE, and the RECIPIENT/ SUBGRANTEE fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the AGENCY/GRANTEE;
 3. If any reports required by this Agreement have not been submitted to the AGENCY/GRANTEE or have been submitted with incorrect, incomplete or insufficient information;
 4. If the necessary funds are not available to fund this agreement as a result of action by the United States Congress, the N.C. General Assembly, or the Office of State Budget and Management.
- (b) Upon the happening of an Event of Default, then the AGENCY/ GRANTEE may, at its option, upon written notice to the RECIPIENT/ SUBGRANTEE and upon the RECIPIENT/ SUBGRANTEE's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the AGENCY/GRANTEE from pursuing any other remedies contained herein or otherwise provided at law or in equity:
1. Terminate this Agreement, provided that the RECIPIENT/

SUBGRANTEE is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 3. Withhold or suspend payment of all or any part of a request for payment;
 4. Exercise any other rights or remedies which may otherwise be available under law.
- (c) The AGENCY/GRANTEE may terminate this Agreement for cause upon such written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by the RECIPIENT/SUBGRANTEE to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.
- (d) Suspension or termination constitutes final AGENCY/GRANTEE action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
- (e) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/GRANTEE if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- (f) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be relieved of liability to the AGENCY/GRANTEE by virtue of any breach of Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/ SUBGRANTEE is determined.

(12) OTHER PROVISIONS

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by

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the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/ GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference into this Agreement as if fully set out herein. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement and the release of the AGENCY/ GRANTEE from all its obligations to the RECIPIENT/ SUBGRANTEE.

- (b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (c) No waiver by the AGENCY/GRANTEE of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT/ SUBGRANTEE shall affect or extend or act as a waiver of any other right or remedy of the AGENCY/GRANTEE hereunder, or affect the subsequent exercise of the same right or remedy by the AGENCY/GRANTEE for any further or subsequent default by the RECIPIENT/SUBGRANTEE. Any power of approval or disapproval granted to the AGENCY/GRANTEE under the terms of this Agreement shall survive the terms and life of this agreement as a whole.

(13) SUBCONTRACTS

- (a) If RECIPIENT/SUBGRANTEE subcontracts any or all of the tasks or work required under this Agreement, the RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE.
- (b) The RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- (c) If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/GRANTEE within ten (10) days of execution of said subcontract.

- (d) Contractual arrangement shall in no way relieve the RECIPIENT/SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

(14) TERMS AND CONDITIONS

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

(15) STANDARD CONDITIONS

The AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE agree to be bound by the following standard conditions:

- (a) The State of North Carolina and AGENCY/GRANTEE's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the North Carolina General Assembly and is contingent upon Congress providing Hazard Mitigation Grant Program funds for projects.
- (b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.
- (c) If RECIPIENT/SUBGRANTEE requires an extension of the current Period of Performance (POP) for this project, then RECIPIENT/SUBGRANTEE must prepare and submit a Request For Extension to the State Hazard Mitigation Officer no later than ninety (90) days prior to the expiration of the POP for this award. The Request for Extension must be on letterhead, provide all the required information outlined in Part VI, Paragraph D.4.1 Extensions (pg. 86-87) in the Hazard Mitigation Guidance (February 2015) and signed by the DA.
- (d) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of the N.C. General Statutes and made or received by the RECIPIENT/SUBGRANTEE in conjunction with the Agreement.

(16) LOBBYING PROHIBITION

No funds or other resources received from the AGENCY/GRANTEE in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. RECIPIENT/SUBGRANTEE shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). If applicable, RECIPIENT/SUBGRANTEE must sign and submit to the AGENCY/GRANTEE the Certification Regarding Lobbying, attached as Attachment B, and incorporated by reference herein.

(17) DEBARMENT AND SUSPENSION

RECIPIENT/SUBGRANTEE certifies that it:

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and
- (2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and,
- (4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(18) LEGAL AUTHORIZATION

The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and

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bind RECIPIENT/SUBGRANTEE to the terms of this Agreement.

(19) ASSURANCES

The RECIPIENT/SUBGRANTEE shall comply with the requirements in the applicable Assurances form, incorporated by reference into this Agreement as if fully set out herein.

(20) FEMA REQUIRED CONTRACT PROVISIONS

The RECIPIENT/SUBGRANTEE shall comply with the applicable FEMA Required Contract Provisions, attached as Attachment A and incorporated by reference into this Agreement as if fully set out herein.

(21) HAZARD MITIGATION PLAN

If RECIPIENT/SUBGRANTEE is a local governmental entity, RECIPIENT/SUBGRANTEE shall complete, adopt, and update an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer and in accordance with FEMA and State requirements including but may not be limited to, 44 C.F.R. 201.6, 44 CFR 201.3, and N.C.G.S. 166A-19.41. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the AGENCY/GRANTEE. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the _____ day of _____, 2022.

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

WITNESS:

BY: _____
WILLIAM C. RAY, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
DATE _____

WITNESS:

BY: _____
CASANDRA S. HOEKSTRA
CHIEF DEPUTY SECRETARY ADMINISTRATION
DEPARTMENT OF PUBLIC SAFETY
DATE _____

WITNESS:

BY: _____
DANIEL ADAMS
FLOODPLAIN ADMINISTRATOR
PENDER COUNTY
FEDERAL EMPLOYER I.D. # 56-6000329
DATE _____

APPROVED AS TO PROCEDURES:

BY: Sharon Marsalis
SHARON MARSALIS, INTERIM BUDGET
DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
DATE 10/3/2022 | 16:55:15 EDT

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CASANDRA S. HOEKSTRA, CHIEF DEPUTY SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY.

DEPARTMENT OF PUBLIC SAFETY

BY: Will Polk
DEPUTY GENERAL COUNSEL

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ATTACHMENT A: FEMA REQUIRED CONTRACT PROVISIONS, FEMA RULES AND REGULATIONS (2 CFR Part 200, Appendix II)

To the extent applicable, the following are the requirements that RECIPIENT/SUBGRANTEE must agree to in order to be awarded any contract under this MOA. If RECIPIENT/SUBGRANTEE is unwilling to meet any of these requirements, RECIPIENT/SUBGRANTEE's submittal shall not be considered.

1. **No governmental non-competes.** RECIPIENT/SUBGRANTEE shall not impose or enforce any non-competition agreement upon the employees included in RECIPIENT/SUBGRANTEE's proposal that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this MOA the RECIPIENT/SUBGRANTEE affirms this condition, as directed in **Section 6. Selection Criteria** of this MOA. This affirmation is a material condition for the State's award of any work under this MOA.
2. **Program Monitoring.** RECIPIENT/SUBGRANTEE agrees to assist and cooperate with the Federal grantor agency and State or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by STATE such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
3. **Termination for Cause.** If through any cause, RECIPIENT/SUBGRANTEE shall fail to fulfill in a timely or proper manner any obligations under this Contract, or if RECIPIENT/SUBGRANTEE shall violate any of the covenants, agreements, or stipulations of the Contract, State shall thereupon have the right to terminate this Contract by giving written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date of such termination. Unless a shorter time is determined by State to be necessary, State shall effect termination according to the following procedure:
 - a. **Notice to Cure.** State shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The RECIPIENT/SUBGRANTEE shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
 - b. **Notice of Termination.** If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, State may terminate the Contract, in whole or in part. State shall give the RECIPIENT/SUBGRANTEE written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
 - c. In such event, all finished or unfinished documents, data, studies, and reports prepared by RECIPIENT/SUBGRANTEE entitle RECIPIENT/SUBGRANTEE's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, RECIPIENT/SUBGRANTEE shall not be relieved of liability to State for damage sustained to State by virtue of any breach of this Contract by RECIPIENT/SUBGRANTEE. State may withhold any payments to RECIPIENT/SUBGRANTEE for the purpose of set off until such time as the exact amount of damages due State from RECIPIENT/SUBGRANTEE is determined.
4. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the RECIPIENT/SUBGRANTEE.

5. **Equal Employment Opportunity.** During the performance of this contract, the RECIPIENT/SUBGRANTEE agrees as follows:

- a. The RECIPIENT/SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The RECIPIENT/SUBGRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT/SUBGRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The RECIPIENT/SUBGRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT/SUBGRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The RECIPIENT/SUBGRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the RECIPIENT/SUBGRANTEE's legal duty to furnish information.
- d. The RECIPIENT/SUBGRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the RECIPIENT/SUBGRANTEE's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The RECIPIENT/SUBGRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The RECIPIENT/SUBGRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the RECIPIENT/SUBGRANTEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the RECIPIENT/SUBGRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The RECIPIENT/SUBGRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or RECIPIENT/SUBGRANTEE. The RECIPIENT/SUBGRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a RECIPIENT/SUBGRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or RECIPIENT/SUBGRANTEE as a result of such direction by the administering agency, the RECIPIENT/SUBGRANTEE may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of RECIPIENT/SUBGRANTEES and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a RECIPIENT/SUBGRANTEE debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon RECIPIENT/SUBGRANTEES and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all

of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6. **Anti-Discrimination.** RECIPIENT/SUBGRANTEE will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

- a. *Overtime requirements.* No RECIPIENT/SUBGRANTEE or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR §5.5(b)(1), the RECIPIENT/SUBGRANTEE and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such RECIPIENT/SUBGRANTEE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5(b)(1).
- c. *Withholding for unpaid wages and liquidated damages.* State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the RECIPIENT/SUBGRANTEE or subcontractor under any such contract or any other Federal contract with the same prime RECIPIENT/SUBGRANTEE, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime RECIPIENT/SUBGRANTEE, such sums as may be determined to be necessary to satisfy any liabilities of such RECIPIENT/SUBGRANTEE or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5(b)(2).

- d. *Subcontracts.* The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime RECIPIENT/SUBGRANTEE shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5(b)(2) through (4).

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

Clean Air Act

- a. The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The RECIPIENT/SUBGRANTEE agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the National Oceanic and Atmospheric Administration, and the appropriate Environmental Protection Agency Regional Office.
- c. The RECIPIENT/SUBGRANTEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The RECIPIENT/SUBGRANTEE agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the National Oceanic and Atmospheric Administration, and the appropriate Environmental Protection Agency Regional Office.
- c. The RECIPIENT/SUBGRANTEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the RECIPIENT/SUBGRANTEE is required to verify that none of the RECIPIENT/SUBGRANTEE's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The RECIPIENT/SUBGRANTEE must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by State. If it is later determined that the RECIPIENT/SUBGRANTEE did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The RECIPIENT/SUBGRANTEE agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).

RECIPIENT/SUBGRANTEES who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, RECIPIENTS/SUBGRANTEES must sign and submit to the RECIPIENT/SUBGRANTEE the certification in Attachment B.

11. Procurement of Recovered Materials.

- a. In the performance of this contract, the RECIPIENT/SUBGRANTEE shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The RECIPIENT/SUBGRANTEE also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Women and Minority Owned Businesses. 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and RECIPIENT/SUBGRANTEE to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes

a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.

13. Access to Records. The following access to records requirements apply to this contract:

- a. The RECIPIENT/SUBGRANTEE agrees to provide State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the RECIPIENT/SUBGRANTEE which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The RECIPIENT/SUBGRANTEE agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The RECIPIENT/SUBGRANTEE agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, State and the RECIPIENT/SUBGRANTEE acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. RECIPIENT/SUBGRANTEE agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of RECIPIENT/SUBGRANTEE which are directly pertinent to the NCEM Program for the purpose of making audits, examinations, excerpts, and transcriptions.

14. Records Retention. All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

15. Energy Efficiency. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

16. Personnel. RECIPIENT/SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by RECIPIENT/SUBGRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

17. **Program Fraud and False or Fraudulent Statements or Related Acts.** RECIPIENT/SUBGRANTEE acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
18. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, RECIPIENT/SUBGRANTEE, or any other party pertaining to any matter resulting from the contract.
19. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The RECIPIENT/SUBGRANTEE will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
20. **DHS, Seal, Logo, and Flags.** The RECIPIENT/SUBGRANTEE shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
21. **Davis-Bacon Act.** If applicable, Compliance with the Davis-Bacon Act.
 - a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The RECIPIENT/SUBGRANTEE shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
 - b. RECIPIENT/SUBGRANTEE are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 - c. Additionally, RECIPIENT/SUBGRANTEE are required to pay wages not less than once a week.
22. **Copeland Anti-Kickback Act.** If applicable, Compliance with the Copeland "Anti-Kickback" Act.
 - a. RECIPIENT/SUBGRANTEE. The RECIPIENT/SUBGRANTEE shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23. **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING (Appendix A, 44 C.F.R. Part 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The RECIPIENT/SUBGRANTEE, **Daniel Adams**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the RECIPIENT/SUBGRANTEE understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of RECIPIENT/SUBGRANTEE's Authorized Official
DANIEL ADAMS, FLOODPLAIN ADMINISTRATOR
Name and Title of RECIPIENT/SUBGRANTEE's Authorized Official

Date

State Centric MOA

4465-0012-R

Pender County



**Pender County
Amendment to Cooperative Agreement
between Pender County and the North
Carolina Office of Recovery and
Resiliency (NCORR) regarding the
Strategic Buyout Program**

TO: Board of County Commissioners

FROM: Daniel Adams

DATE: November 20, 2023

SUBJECT: Amendment to Cooperative Agreement between Pender County and the North Carolina Office of Recovery and Resiliency (NCORR) regarding the Strategic Buyout Program

SUMMARY:

At their May 1, 2023, meeting, the Board of Commissioners approved the County entering into a Cooperative Agreement with the North Carolina Office of Recovery and Resiliency (NCORR) to implement their Strategic Buyout Program. NCORR established two Disaster Risk Reduction Areas (DRRAs) in the County where they have been conducting targeted outreach to residents eligible to participate in their Program.

Two parcels that are not located within the DRRA's have been identified as eligible for participation in the Strategic Buyout Program. The proposed amendment adds these two parcels to the areas identified for participation in the Program. The two parcels are located on NC HWY 210 near the Bladen County line and can be further identified by PINs 2245-02-6893-0000 and 2245-02-6429-0000.

ACTION REQUESTED:

Consideration of the amendment to the Cooperative Agreement

ATTACHMENTS:

1. Draft Amendment
2. Executed Cooperative Agreement

**FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT
BETWEEN
THE NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY
AND
PENDER COUNTY, NORTH CAROLINA
(STRATEGIC BUYOUT PROGRAM)**

This amendment (the “Amendment”) is made by the North Carolina Office of Recovery and Resilience (“NCORR”) and the Pender County (the “County”), parties to the Cooperative Agreement between the North Carolina Office of Recovery and Resiliency and the Pender County, North Carolina for the Strategic Buyout Program dated May 18, 2023 (the “Agreement”).

I. The Agreement is amended, per Section 6.1, as follows:

A. The following two parcels are added to Exhibit A:

Parcel Number	Address, if available
2245-02-6429-0000	35584 NC Hwy 210, Currie, NC
2245-02-6893-0000	210 Hwy

II. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

III. The capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

IV. This Amendment is made effective as of the date of the last signature below.

(Signature page attached behind)

IN WITNESS WHEREOF, the undersigned, as authorized officials on behalf of the parties have executed this Agreement.

NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY,
a division of the North Carolina Department of Public Safety

By: _____
Laura Hogshead, Director

Date: _____

PENDER COUNTY, NORTH CAROLINA,
a body politic and corporate

By: _____
David Andrews, County Manager

Date: _____

COOPERATIVE AGREEMENT
BETWEEN
THE NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY
AND
PENDER COUNTY, NORTH CAROLINA
(STRATEGIC BUYOUT PROGRAM)

THIS COOPERATIVE AGREEMENT (the "Agreement") is entered into by and between the North Carolina Office of Recovery and Resiliency, a division of the North Carolina Department of Public Safety, an agency of the State of North Carolina ("Grantee" or "NCORR") and Pender County, North Carolina, a body politic and corporate, created by the General Assembly of North Carolina for certain public and political purposes (the "County"). Each, individually, a "Party", and collectively, the "Parties". This Agreement is made effective May 18, 2023.

PERIOD OF PERFORMANCE: Effective Date until March 1, 2032.

GRANT NUMBER: B-18-DP-37-0001

CFDA NUMBER: 14.228

1. RECITALS

- 1.1. Pursuant to the Federal Register notice dated August 30, 2019 (84 Fed. Reg. 45838) and the Federal Register notice dated January 6, 2021 (86 Fed. Reg. 561) (together, with the Federal Register notice dated September 28, 2020 (85 Fed. Reg. 60821) and other applicable Federal Register Notices, referred to as the "Federal Register Notices" herein) the State received allocations of CDBG-Mitigation ("CDBG- MIT") funds from U.S. Department of Housing and Urban Development ("HUD") in the total amount of \$202,686,000; and
- 1.2. NCORR has designated \$123,103,334 of the allocation from these funds for use by the Strategic Buyout Program ("Buyout Program") to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses, and to meet remaining unmet recovery needs caused by federally declared disasters, including Hurricanes Matthew and Florence, that were not met through FEMA, private insurance proceeds, loans, or other funding sources in at-risk locations; and
- 1.3. Pender County will assist NCORR in carrying out the Buyout Program by accepting ownership of properties purchased from program applicants ("Designated Property" or "Designated Properties") pursuant to this Agreement; and
- 1.4. The Parties desire to enter into this Agreement and intend to be bound by its terms; and
- 1.5. Pender County has legal authority to enter into this Agreement, and by signing this Agreement assures NCORR that it will comply with all requirements of the Agreement as described herein; and
- 1.6. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral and written statements or agreements regarding the Buyout Program between NCORR and Pender County.

1.7. Now, therefore, in consideration of the need to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses, and the promises and mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

2. GENERAL TERMS AND CONDITIONS OF AGREEMENT

2.1. Not Federal Subaward. This Agreement does not constitute a subaward of federal grant funds to the County nor does this Agreement create a federal assistance relationship between the County and Grantee.

2.2. Notice: Notice Information. All required documentation, notices, requests or other communications permitted or required to be made by the County under this Agreement or other documentation relating to this Agreement shall be given to Grantee or Grantee's designee.

Notice shall be in writing, signed by the Party giving such notice. Notice shall be deemed given 3 business days following the date when deposited in the mail, postage prepaid, registered or certified mail, return receipt requested. Electronic notice and signatures are acceptable as described in Section 6.12.

Grantee

Maggie Battaglin, Director of Mitigation
North Carolina Office of Recovery and Resiliency
PO Box 110465
Durham, NC 27709
984-220-4998
Maggie.Battaglin@ncdps.gov

Pender County

David Andrews, County Manager
Pender County, NC
805 S. Walker Street
Burgaw, NC 28425
910-259-1200
dandrews@pendercountync.gov

3. PERIOD OF PERFORMANCE, TERM, AMENDMENTS AND TERMINATION

3.1. HUD Grant Agreement. The County hereby acknowledges that this Agreement is subject to the requirements of the grant agreement between the State of North Carolina, Grantee, and HUD (the "Federal Grant Agreement") and the availability of the allocated CDBG-MIT funds. the County also acknowledges and agrees that any suspension, cancellation, or termination of the CDBG-MIT allocation(s) or funds by HUD will result in the immediate suspension, cancellation, or termination of this Agreement, upon Grantee's notice to the County.

3.2. Period of Performance and Term. The period of performance for this Agreement commences on the Effective Date and ends on the later of: (i) March 1, 2032; (ii) the date as of which the Parties agree in writing that all Designated Properties have been transferred to the County and that neither

Party has any further obligation, except to enforce perpetual use restrictions, under this Agreement; or (iii) such later date as the parties may agree to in a written, executed amendment to this Agreement.

This Agreement and its terms and conditions shall remain in effect during any period in which the County has control over Grant Funds provided through this Agreement, including program income as defined in Section 4.8 and 24 CFR 570.489(e), to the extent that applicable Federal Register Notices further waive or define program income.

- 3.3. Amendments. Grantee and County may amend this Agreement at any time provided that such amendments are in writing, make specific reference to this Agreement, are approved by all Parties, and are signed by a duly authorized representative of each Party. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or County from their obligations under this Agreement.

Grantee may, unilaterally and in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons with written notice to the County.

3.4. Suspension or Termination.

- 3.4.1. **Termination for Convenience**. Grantee may terminate this Agreement, in whole or in part, for convenience, with 30 days written notice to the County.

- 3.4.2. **Termination in the Event of Default**. Grantee may suspend, reduce, or terminate its obligations under this Agreement, in whole or in part, upon 30 days' notice, whenever Grantee determines that the County has failed to comply with any term, condition, requirement, or provision of this Agreement. The County shall be afforded a reasonable period to cure any noncompliance. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

- 3.4.2.1. Default in Performance. The default by the County or a subsequent recipient in the observance or performance of any of the terms, conditions or covenants of this Agreement.

- 3.4.2.2. Misrepresentation. If any representation or warranty made by the County or any information, certificate, statement or report given by the County in connection with the Grant shall be untrue or misleading in any material respect at the time made.

- 3.4.2.3. Abandonment of the Project. If the County abandons or otherwise ceases to continue to make reasonable progress towards completion of the program activities.

If, after notice of default or non-compliance, the County has not cured such default within a reasonable time or is not diligently pursuing a cure satisfactory to Grantee, then Grantee shall promptly notify the County, in writing, of its determination, the reasons for the termination, and the date on which the termination shall take effect.

- 3.4.3. **Remedies**. Upon termination, Grantee retains the right to recover any improper expenditures from the County and the County shall return to Grantee any improper

expenditures no later than 30 days after the date of termination. If Grantee terminates this Agreement because of an Event of Default, Grantee shall have the exclusive right to designate, assign, or transfer ownership of any and all Designated Properties conveyed through this Agreement to an entity designated by Grantee.

Grantee shall have the power and authority, consistent with statutory authorities: (a) to prevent any impairment of the activities funded by this Agreement by any acts which may be unlawful or in violation of this Agreement or any other item or document required hereunder; (b) to compel specific performance of any of the County's obligations under this Agreement; (c) to obtain return of all Grant Funds, including equipment if applicable; and (d) to seek damages from any appropriate person or entity. Grantee shall be under no obligation to complete the activities funded by this Agreement.

- 3.5. Nonwaiver. No delay, forbearance, waiver, or omission by Grantee to exercise any right, power or remedy upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such event of default or to constitute acquiescence therein.

4. RESPONSIBILITIES OF COUNTY

- 4.1. Acceptance of Properties. The County covenants and agrees to accept ownership and stewardship of all Designated Properties purchased by Grantee in the predetermined Disaster Risk Reduction Area (Appendix A). The County shall take all necessary measures for acceptance of Designated Properties, including but not limited to, resolution(s) approved by the Pender County Board of County Commissioners. If the County refuses to take ownership of a Designated Property, purchased by Grantee and in the Disaster Risk Reduction Area, the County will be in default under this Section 4.1 of this Agreement and Grantee may, at its discretion, seek available remedies.

- 4.2. Use Restrictions. Under the Buyout Program and the Federal Register notice dated August 30, 2019 (84 FR 45865), each Designated Property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, natural floodplain functions, other ecosystem restoration, or wetlands management practices. Such uses may include: outdoor recreational activities; nature reserves; cultivation; grazing; unimproved, unpaved parking lots; buffer zones; and other uses consistent with CDBG-DR guidance for open space acquisition. In all cases, a deed restriction or covenant running with each Designated Property must require that the Designated Property be dedicated and maintained for compatible uses in perpetuity.

- 4.3. Buyout Requirements.

- 4.3.1. **No New Structures**. No new structure will be erected on any Designated Property from which a structure was removed under the Buyout Program other than: (a) A public facility that is open on all sides and functionally related to a designated open space (e.g., a park, campground, or outdoor recreation area); (b) a rest room; or (c) a flood control structure, provided that structure does not reduce valley storage, increase erosive velocities, or increase flood heights on the opposite bank, upstream, or downstream and that the local floodplain manager approves, in writing, before the commencement of the construction of the structure. No new structures or improvements shall be erected on any Designated Property without the prior, written consent of Grantee. Any improvements on

a Designated Property shall be in accordance with proper floodplain management policies and practices and shall comply with all state, local, and federal laws and regulations.

- 4.3.2. **No Additional Disaster Assistance.** After receipt of the assistance, with respect to any Designated Property, no subsequent application for additional disaster assistance for any purpose or to repair damage or make improvements of any sort will be made by the owner of the Designated Property (including subsequent owners) to any federal entity in perpetuity.
- 4.4. **Closing.** At the closing of the purchase of each Designated Property, the County must: (i) make available a duly authorized representative of the County to attend the closing and (ii) ensure that the deed and restrictive covenant are duly recorded at the Pender County Register of Deeds Office.
- 4.5. **Right of Entry.** After closing for each Designated Property, the County grants Grantee and its employees, agents, contractors, consultants, and related parties (individually and collectively "Agents") an unconditional right of access and entry to the Designated Property to perform any necessary demolition and/or environmental remediation work on the Designated Property, and to perform such other work including, but not limited to, tests, studies, investigations, and remediation, as necessary or desirable or as may be required by applicable federal, state or local laws, regulations or codes.
- 4.6. **Maintenance of the Property.** After a Designated Property has been transferred to the County and the site has been cleared by Grantee, the County shall assume ongoing maintenance of the Designated Property in perpetuity.
- 4.7. **Future Transfer.** The County may lease a Designated Property to adjacent property owners or other parties, including nonprofit land conservation organizations, for compatible uses in return for a maintenance agreement. Although federal policy encourages leasing rather than selling such Designated Property, a Designated Property may also be sold. Grantee must approve the transfer, in writing, in accordance with the following:
- 4.7.1. The County may convey a property interest in a Designated Property only to a public entity or other qualified organization whose use of such Designated Property will be compatible with the use requirements in this Agreement.
- 4.7.2. The County may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in this Agreement, so long as the conveyance does not include the authority to control and enforce the terms and conditions of this Agreement
- 4.7.3. The County must submit to Grantee a transfer request including, but not limited to, a signed statement from the proposed transferee stating that it acknowledges and agrees to be bound by the terms of this Agreement. If conveying to a nonprofit land conservation organization, transferee must provide documentation of its status as such.
- 4.7.4. If a Designated Property is sold and title is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in

this Section 4.7, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

- 4.7.4.1. The County shall convey a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
 - 4.7.4.2. At the time of title transfer, the County shall retain such conservation easement, and record it with the deed.
 - 4.7.5. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the terms and conditions of this Agreement and must incorporate a provision for the transferred Designated Property to revert to the County in the event that the transferee ceases to exist or loses its eligible status under this section.
 - 4.7.6. The County shall be responsible in perpetuity for monitoring the compliance with and enforcement of all terms of this Agreement, as well as in the restrictive covenant(s) governing the transferred Designated Property.
- 4.8. Program Income. Program income includes, but is not limited to, gross income received by a State, a unit of general local government, a tribe, or a subgrantee of the unit of general local government that was generated from the use of CDBG-MIT funds, regardless of when the funds were appropriated and whether the activity has been closed out, except in certain limited circumstances. The Buyout Program is not expected to produce program income. If program income is generated from the Buyout Program and this Agreement, Grantee will, on a case-by-case basis, evaluate the impact of the repayment and/or collection of any and all program income received by the County and will appropriately address the treatment of program income under this Agreement and work with the County to determine the appropriate reporting to comply with HUD requirements.
- 4.9. Liabilities; Claims. Neither Grantee nor the State will be responsible for any costs or financial liabilities associated with the maintenance of any and all Designated Property after said Designated Property has been transferred to the County and Grantee has completed all responsibilities, including any required demolition, as outlined in Article 5. The County agrees to save Grantee harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney fees, by reason of damage to person or property on or about each Designated Property, which may arise or be claimed to have arisen as a result of the use or operation of the Designated Property, including but not limited to, where (a) damages or injuries to persons or property caused by the negligent acts or omissions of the County, its employees, or agents and (b) for any claims, whether brought in contract, tort, or otherwise, arising out of this Agreement, if related to the County's actions or omissions, except where such loss or damage arises from the willful or negligent misconduct of Grantee, its agents or employees. The obligations under this section are independent of all other rights or obligations set forth herein and shall closeout or termination of this Agreement.
- 4.10. Access to Records. The County shall provide any duly authorized representative of Grantee, the North Carolina State Auditor, the North Carolina Office of State Budget and Management, HUD, and the Comptroller General, the Inspector General and other authorized

parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to any Designated Property during the period of performance of this Agreement and for three years following the completion of all closeout procedures. All original files shall be maintained at the offices of the County for access purposes.

- 4.11. Client Data and Other Sensitive Information. The County may be required to maintain potentially sensitive data under this Agreement and must maintain and preserve the confidentiality of any and all information and records that are subject to protection by state and federal laws, which include, but are not limited to, the laws regarding: Personally Identifiable Information (including names, addresses, birth dates, driver's license information, social security numbers, and financial information); data provided to Subrecipient and Grantee in the form of FEMA Individual Assistance, Public Assistance, Hazard Mitigation Assistance, National Flood Insurance Program, as well as Small Business Administration disaster loans; trade secrets; tax records; and, individually identifiable health information. The County may not disclose information to current or prospective vendors regarding ongoing procurements. If the County receives a public record request or request for protected information, the County must notify and refer the request to Grantee. The County must ensure that all employees and contractors return all physical and electronic copies of all Grantee files and other records containing confidential information upon termination or completion of his or her position with the County.

5. GRANTEE RESPONSIBILITIES

- 5.1. Identifying Properties; Outreach; Due Diligence. Grantee will identify eligible Disaster Risk Reduction Area and ensure each area is eligible for the Strategic Buyout Program and meets federal requirements. Grantee will conduct community engagement efforts in a manner compliant with federal and state policies or regulations. After this Agreement is executed, Grantee will diligently work to contact owners of Designated Properties identified in Appendix A to inform them of the program and solicit applications. Grantee staff or its agents will provide intake and case management services to interested owners of Designated Properties.

Grantee will perform all required due diligence, including but not limited to, title reviews, environmental reviews, asbestos surveys and testing, lead based paint tests, boundary surveys, appraisals and closing services. In-depth overviews of due diligence activities may be found at in the Strategic Buyout Program policy manual, located at rebuild.nc.gov/buyout.

- 5.2. Environmental Reviews. Each Designated Property must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws, including 24 CFR Part 58, 40 CFR Part 1500 through 1508, and other federal and state laws and regulations (some of which are enforced by state agencies) that may also apply.

An environmental review must be completed for each Designated Property prior to obligating CDBG-MIT funds. Grantee will complete an environmental review for each Designated Property before an offer is made to the owner of a Designated Property. To mitigate the risk of the repayment or recapture of HUD funding, no choice-limiting activities may occur prior to Grantee obtaining an environmental clearance of a Designated Property, per 24 CFR 58.22. Choice-limiting

activities may include but are not limited to a commitment of funds to purchase a Designated Property; a transfer of deed or conveyance of title to such Designated Property; or acquisition of such Designated Property.

Grantee shall be solely responsible for any and all environmental remediation work necessary on a Designated Property.

- 5.3. Asbestos Survey and Testing, Lead-Based Paint Testing. Per State requirements, Grantee will cause a licensed asbestos inspector to perform an asbestos survey for all structures that are safe to enter on a Designated Property. All demolition activities will be done compliant with applicable local, state, and federal requirements related to asbestos.

In addition, a lead-based paint assessment will be performed on all Designated Properties that do not meet the exemption criteria outlined in 24 CFR 35.155. All Designated Properties built prior to 1978 will be demolished using lead-safe practices, as required by regulations.

- 5.4. Boundary Surveys. Grantee will cause a North Carolina licensed Professional Land Surveyor to perform a boundary survey to ascertain the legal boundaries of each Designated Property.
- 5.5. Appraisals. Grantee will cause a North Carolina licensed appraiser to perform an appraisal of each Designated Property to establish the current fair market value. This appraisal will serve as the basis for the Buyout Program's offer to applicants.
- 5.6. Title Searches; Closing. Grantee will cause a licensed professionals to perform title searches, including a title commitment and title insurance, and closings for each eligible Designated Property. The program will ensure the necessary deed restriction is properly recorded. The program will also confirm the Designated Property is vacant prior to closing and ensure that the Designated Property is secured after closing has occurred.
- 5.7. Demolition of Structures. Each Designated Property from which a structure will be removed pursuant to the Buyout Program will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or floodplain and wetlands management practices. After such time that each Designated Property is conveyed to the County, Grantee shall secure and demolish all existing structures located on each Designated Property and complete all work necessary to convert each Designated Property to green space.

6. MISCELLANEOUS PROVISIONS

- 6.1. Complaints. The County may address complaints to Grantee and/or through the ReBuild NC website (<https://www.rebuild.nc.gov/>). Citizen complaints can be filed directly to Grantee and/or through the ReBuild NC website (<https://www.rebuild.nc.gov/>).
- 6.2. Benefit. This Agreement is made and entered into for the sole protection and benefit of Grantee and the County, and their respective successors and assigns. Except as herein provided otherwise, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Grantee and the County and their respective successors and assigns. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by

any other third person, other than as expressly provided in this Agreement. It is the express intention of the Parties and their respective successors and assigns that any such person or entity, other than the State, Grantee, and the County, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

- 6.3. Further Assurance. In connection with this Agreement, upon the reasonable request of Grantee, the County shall execute, acknowledge and deliver or cause to be delivered all such further documents and assurances, and comply with any other requests as may be reasonably required by Grantee or otherwise appropriate to carry out and effectuate this Agreement. Grantee may require the delivery of documents in hard copy or by electronic media.
- 6.4. Independent Status of the Parties. The Parties are independent entities and neither this Agreement nor any provision of it or any of the documents or records that may or may not be made part of this Agreement shall be deemed to create a partnership or joint venture between the Parties. Further, neither the Agreement nor any of the documents or records that may or may not be made part of this Agreement shall in any way be interpreted or construed as making the County, its agents or employees, agents or representatives of Grantee. Given that the County is independent and apart from Grantee, and therefore acting as an "independent contractor," the County is and shall be wholly responsible for the work to be performed and for the supervision of its employees. In no event shall Grantee be liable for debts or claims accruing or arising against the County. The County represents that it has, or shall secure at its own expense, all personnel required in the performance of this Agreement. Such employees shall not be employees of, nor have any individual contractual relationship with Grantee.
- 6.5. Binding Effect. Contract Not Assignable by County. The terms hereof shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives of the parties hereto; provided, however, that the County may not assign this Agreement or any of its rights, interests, duties or obligations hereunder or any Grant Funds, program income or other moneys to be advanced hereunder in whole or in part unless expressly allowed under this Agreement, without the prior written consent of Grantee, which may be withheld for any reason and that any such assignment (whether voluntary or by operation of law) without said consent shall be void.
- 6.6. Successor in Interest and Assignment by Grantee. This Agreement shall be transferred from Grantee to any successor in interest designated by the US Department of Housing and Urban Development as Grantee for the CDBG-MIT program for the State of North Carolina immediately upon that designation.
- 6.7. Savings Clause. Invalidity of any one or more of the provisions of this Agreement, or portion thereof, shall in no way affect any of the other provisions hereof and portions thereof which shall remain in full force and effect.
- 6.8. Additional Remedies. Except as otherwise specifically set forth herein, the rights and remedies provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available in connection with this Agreement.
- 6.9. Survival. Where any representations, warranties, covenants, indemnities or other provisions contained in this Agreement by its context or otherwise, evidences the intent of the parties that such

provisions should survive the termination of this Agreement or closeout of the Agreement, the provisions shall survive any termination or Closeout.

6.10. Headings. The headings of the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand the express provisions of this Agreement.

6.11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All recitals, exhibits, schedules and other attachments hereto are incorporated herein by reference.

6.12. Counterpart. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Execution by facsimile, by scanned attachments, or by electronic signature (including, but not limited to DocuSign) has the same force and effect as a wet signature. An executed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, as authorized officials on behalf of the Parties have executed this Agreement, which shall be effective as of the date first stated above.

GRANTEE

NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY,
a division of the North Carolina Department of Public Safety,
an agency of the state of North Carolina

By: Laura Hogshead
Laura Hogshead, Director
Date: 5-18-2023

SUBRECIPIENT

PENDER COUNTY, NORTH CAROLINA
a body politic and corporate

By: David Andrews
David Andrews, County Manager
Date: 5/16/23

APPENDIX A
Disaster Risk Reduction Area

Parcel Number	Address, if available	Parcel Number	Address, if available
2243-56-6482-0000	4368 CANETUCK RD	3341-40-7966-0000	53 HWY OFF
2243-56-6728-0000		3341-40-8962-0000	625 RIVER TR
2243-57-5364-0000		3341-40-9940-0000	53 HWY OFF
2243-57-9596-0000		3341-41-0095-0000	480 MURRAY TURNER FARM RD
2243-65-0655-0000		3341-41-2004-0000	53 HWY OFF
2243-65-0655-0000		3341-41-3001-0000	
2243-65-8266-0000	4197 CANETUCK RD	3341-41-4006-0000	53 HWY
2243-66-0927-0000	592 KEITH RD	3341-41-4010-0000	510 MURRAY TURNER FARM RD
2243-66-8380-0000	4486 CANETUCK RD	3341-41-5075-0000	
2243-67-4565-0000		3341-50-0855-0000	565 RIVER TR
2243-67-9553-0000	462 KEITH RD	3341-50-1872-0000	565 RIVER TR
2243-74-1640-0000	CANETUCK RD	3341-50-2769-0000	545 RIVER TR
2243-75-5428-0000		3341-50-4735-0000	491 RIVER TR
2243-75-6165-0000		3341-50-6602-0000	485 RIVER TR
2243-75-6855-0000		3341-50-8571-0000	53 HWY OFF
2243-75-8364-0000	3975 CANETUCK RD	3341-50-8989-0000	371 RIVER TR
2243-76-1287-0000		3341-51-7020-0000	
2243-76-1694-0000	295 KEITH RD	3341-60-0961-0000	53 HWY OFF
2243-76-2949-0000		3341-60-3639-0000	375 RIVER TRAIL
2243-76-3597-0000		3341-60-4217-0000	53 HWY OFF
2243-76-4068-0000		3341-60-4685-0000	53 HWY OFF
2243-76-4104-0000		3341-60-6110-0000	285 BEAR RUN RD
2243-76-6729-0000		3341-60-7018-0000	
2243-76-6960-0000	240 KEITH RD	3341-60-8044-0000	229 BEAR RUN RD
2243-85-0813-0000	CANETUCK RD	3350-02-7162-0000	3742 WHITESTOCKING RD
2243-76-7128-0000		3350-04-6958-0000	
2243-76-7764-0000	230 KEITH RD	3350-02-8229-0000	3706 WHITESTOCKING RD
2243-76-8774-0000		3350-02-8448-0000	3684 WHITESTOCKING RD
2243-77-4383-0000		3350-02-8687-0000	3650 WHITESTOCKING RD
2243-77-6575-0000	CANETUCK RD	3350-02-8905-0000	
2243-86-0214-0000		3350-02-9825-0000	3616 WHITESTOCKING RD
2243-94-0646-0000	CANETUCK RD	3350-03-8059-0000	3566 WHITESTOCKING RD
2243-96-3090-0000	CANETUCK RD	3350-03-8286-0000	3536 WHITESTOCKING RD
2243-87-9101-0000	114 KEITH RD	3350-03-9467-0000	3510 WHITESTOCKING RD
2253-35-7206-0000		3350-03-9995-0000	
2253-05-4279-0000	3485 CANETUCK RD	3350-04-6424-0000	3250 WHITESTOCKING RD
2253-34-0883-0000	5485 HEADING BLUFF RD	3350-05-0235-0000	WHITESTOCKING RD

2253-35-4377-0000	5484 HEADING BLUFF RD	3350-05-0977-0000	2641 WHITESTOCKING RD
2253-14-4738-0000	3245 CANETUCK RD	3350-05-4380-0000	2766 WHITESTOCKING RD
2253-15-3863-0000		3350-05-6246-0000	WHITESTOCKING RD
2253-24-8895-0000	5485 HEADING BLUFF RD	3350-05-6874-0000	73 WHITESTOCKING RD
2253-25-2796-0000		3350-05-7258-0000	2786 WHITESTOCKING RD
2253-35-9192-0000	5376 HEADING BLUFF RD	3350-05-8264-0000	WHITESTOCKING RD
2253-36-4204-0000	124 SHANE PRIDGEN RD	3350-06-0887-0000	
2253-37-0920-0000	2678 CANETUCK RD	3350-06-9362-0000	77 BALLARDS LN
2253-37-2144-0000		3350-13-0616-0000	3470 WHITESTOCKING RD
2253-37-7047-0000		3350-13-0846-0000	3410 WHITESTOCKING RD
2253-38-5292-0000	2678 CANETUCK RD	3350-13-3576-0000	3500 WHITESTOCKING RD
2253-38-5292-0000	2678 CANETUCK RD	3350-14-0180-0000	3360 WHITESTOCKING RD
2253-44-0114-0000		3350-14-1217-0000	33330 WHITESTOCKING RD
2253-44-0830-0000	5324 HEADING BLUFF RD	3350-14-2507-0000	3300 WHITESTOCKING RD
2253-44-2628-0000	5282 HEADING BLUFF RD	3350-14-2813-0000	3240 WHITESTOCKING RD
2253-44-3529-0000	5258 HEADING BLUFF RD	3350-14-8403-0000	3325 WHITESTOCKING RD
2253-44-3550-0000		3350-14-8577-0000	3301 WHITESTOCKING RD
2253-44-3894-0000		3350-14-8678-0000	3279 WHITESTOCKING RD
2253-44-5556-0000		3350-14-9820-0000	
2253-44-6211-0000	5182 HEADING BLUFF RD	3350-15-5263-0000	
2253-44-6440-0000		3350-15-5316-0000	2956 WHITESTOCKING RD
2253-45-2062-0000	5302 HEADING BLUFF RD	3350-15-1167-0000	2870 WHITESTOCKING RD
2253-45-5015-0000	5292 HEADING BLUFF RD	3350-15-1529-0000	2905 WHITESTOCKING RD
2253-45-5718-0000	336 SHANE PRIDGEN RD	3350-15-1860-0000	45 BALLARDS LN
2253-45-6081-0000		3350-15-1974-0000	
2253-46-1230-0000		3350-15-2617-0000	
2253-46-8069-0000	345 SHANE PRIDGEN RD	3350-15-3489-0000	2938 WHITESTOCKING RD
2253-47-1153-0000	2571 CANETUCK RD	3350-15-3783-0000	2935 WHITESTOCKING RD
2253-47-2748-0000		3350-15-3943-0000	66 BALLARDS LN
2253-47-3275-0000	2531 CANETUCK RD	3350-15-4581-0000	2958 WHITESTOCKING RD
2253-54-0195-0000		3350-15-4998-0000	2993 WHITESTOCKING RD
2253-54-1423-0000	5100 HEADING BLUFF RD	3350-15-5161-0000	
2253-54-5971-0000		3350-15-5831-0000	2985 WHITESTOCKING RD
2253-55-2940-0000	425 SHANE PRIDGEN RD	3350-15-6450-0000	
2253-55-5037-0000	562 SHANE PRIDGEN RD	3350-15-6507-0000	2986 WHITESTOCKING RD
2253-55-5180-0000		3350-15-6868-0000	
2253-56-8496-0000		3350-15-7101-0000	
2253-57-1462-0000	2465 CANETUCK RD	3350-15-7236-0000	
2253-64-6812-0000		3350-15-7462-0000	
2253-64-8728-0000		3350-15-7576-0000	
2253-65-7392-0000	4624 HEADING BLUFF RD	3350-15-8609-0000	3030 WHITESTOCKING RD

3350-04-9928-0000		3350-15-8920-0000	3045 WHITESTOCKING RD
3340-69-9972-0000	209 BEAR RUN RD	3350-15-9052-0000	3225 WHITESTOCKING RD
3340-79-8450-0000	29 BEAR RUN RD	3350-15-9274-0000	3177 WHITESTOCKING RD
3340-79-5567-0000	103 BEAR RUN RD	3350-15-9917-0000	3055 WHITESTOCKING RD
3340-79-0887-0000	205 BEAR RUN RD	3350-16-8392-0000	11 WHITESTOCKING EXT
3340-79-1862-0000	199 BEAR RUN RD	3350-16-0309-0000	
3340-79-2756-0000		3350-16-0443-0000	87 BALLARDS LN
3340-79-3751-0000	153 BEAR RUN RD	3350-16-1044-0000	
3340-79-4635-0000	127 BEAR RUN RD	3350-16-1144-0000	
3340-85-7859-0000		3350-16-1246-0000	135 BALLARDS LN
3340-86-7774-0000	2365 WHITESTOCKING RD	3350-16-1433-0000	
3340-86-9231-0000		3350-16-1546-0000	
3340-86-9400-0000	2410 WHITESTOCKING RD	3350-16-2382-0000	136 BALLARDS LN
3340-86-9664-0000		3350-16-3145-0000	110 BALLARDS LN
3340-89-1058-0000		3350-16-8561-0000	100 BROWN MOORE RD
3340-95-6484-0000	WHITESTOCKING RD	3350-16-3414-0000	
3340-95-8850-0000	2626 WHITESTOCKING RD	3350-16-5406-0000	
3340-96-0305-0000		3350-16-5480-0000	120 BROWN MOORE RD
3340-96-1468-0000	2441 WHITESTOCKING RD	3350-16-6038-0000	63 BROWN MOORE RD
3340-96-2432-0000	2461 WHITESTOCKING RD	3350-16-6220-0000	
3340-96-2468-0000		3350-16-6452-0000	116 BROWN MOORE RD
3340-96-3339-0000		3350-16-7371-0000	90 BROWN MOORE RD
3340-96-3507-0000		3350-16-7425-0000	106 BROWN MOORE RD
3340-97-3436-0000		3350-16-7496-0000	
3340-96-4083-0000		3350-16-8015-0000	50 BROWN MOORE RD
3340-96-4392-0000		3350-16-9597-0000	
3340-96-6224-0000		3350-24-2836-0000	
3340-96-7119-0000		3350-24-5942-0000	144 HEIGHTS DR
3340-96-8125-0000		3350-25-0404-0000	
3340-96-9081-0000	2625 WHITESTOCKING RD	3350-25-0569-0000	
3340-96-9100-0000		3350-25-0751-0000	3081 WHITESTOCKING RD
3340-97-1755-0000		3350-25-1840-0000	
3340-97-2015-0000		3350-25-2845-0000	
3340-97-2638-0000	350 CHORLEY RD	3350-25-4347-0000	138 HEIGHTS DR
3340-97-2683-0000	330 CHORLEY RD	3350-25-4517-0000	108 HEIGHTS DR
3340-97-6354-0000	234 CHORLEY RD	3350-25-4931-0000	
3340-97-8202-0000		3350-25-7954-0000	
3340-97-9006-0000		3350-25-8085-0000	145 HEIGHTS DRIVE
3341-01-3113-0000		3350-25-8453-0000	
3341-01-6005-0000	290 RIVERBIRCH RD	3350-25-8615-0000	107 HEIGHTS DR
3341-01-8033-0000	300 RIVER BIRCH RD	3350-26-0155-0000	35 WHITESTOCKING EXT

3341-10-1978-0000	354 RIVER BIRCH RD	3350-26-2444-0000	105 WHITESTOCKING EXT
3341-10-2973-0000	370 RIVER BIRCH RD	3350-26-3732-0000	WHITESTOCKING EXT
3341-10-3960-0000	384 RIVER BIRCH RD	3350-35-2418-0000	150 SPORTSMAN DR
3341-10-4859-0000	404 RIVER BIRCH RD	3350-26-5910-0000	
3341-10-5827-0000	414 RIVER BIRCH RD	3350-26-6005-0000	130 WHITESTOCKING EXT
3341-10-6817-0000	53 HWY OFF	3350-34-2767-0000	280 SPORTSMAN DR
3341-10-6885-0000	444 RIVER BIRCH RD	3350-34-2954-0000	260 SPORTSMAN DR
3341-10-7865-0000	464 RIVERBIRCH RD	3350-34-6806-0000	281 SPORTSMAN DR
3341-10-8843-0000	472 RIVER BIRCH RD	3350-35-1682-0000	120 SPORTSMAN DR
3341-10-9821-0000		3350-35-1744-0000	100 SPORTSMAN DR
3341-11-0040-0000	320 RIVERBIRCH RD	3350-35-1818-0000	70 SPORTSMAN DR
3341-20-0719-0000	510 RIVER BIRCH RD	3350-35-2046-0000	220 SPORTSMAN DR
3341-20-0795-0000	530 RIVER BIRCH RD	3350-35-2231-0000	220 SPORTSMAN DR
3341-20-1771-0000	540 RIVER BIRCH RD	3350-35-2334-0000	182 SPORTSMAN DR
3341-20-2657-0000	53 HWY OFF	3350-35-4861-0000	91 SPORTSMAN DR
3341-20-3624-0000	53 HWY OFF	3350-35-5388-0000	185 SPORTSMAN DR
3341-20-4614-0000	592 RIVER BIRCH RD	3350-35-5562-0000	153 SPORTSMAN DR
3341-20-5643-0000	616 RIVER BIRCH RD	3350-35-5625-0000	121 SPORTSMAN DR
3341-20-6691-0000		3350-35-6009-0000	227 SPORTSMAN DR
3341-20-7696-0000	654 RIVER BIRCH RD	3350-35-6203-0000	211 SPORTSMAN DR
3341-20-8689-0000	53 HWY OFF	3350-35-6793-0000	112 LIZARD LICK TR
3341-20-9761-0000	670 RIVER BIRCH RD	3350-35-6899-0000	
3341-30-0728-0000	690 RIVER BIRCH RD	3350-36-0072-0000	44 SPORTSMAN DR
3341-30-1833-0000	RIVER BIRCH RD	3350-36-0136-0000	16 SPORTSMAN DR
3341-60-2718-0000	53 HWY OFF	3350-36-0417-0000	225 WHITESTOCKING EXT
3341-30-2964-0000	750 RIVER BIRCH RD	3350-36-1306-0000	
3341-31-3250-0000		3350-36-2803-0000	
3341-31-5083-0000	53 HWY OFF	3350-36-3252-0000	31 SPORTSMAN DR
3341-31-7067-0000	354 MURRAY TURNER FARM RD	3350-36-4011-0000	51 SPORTSMAN DR
3341-40-5968-0000	540 MURRAY TURNER FARM RD	3350-36-4411-0000	
3341-40-6978-0000	655 RIVER TR	3350-36-6080-0000	108 LIZARD LICK TR
3350-45-1327-0000	127 LIZARD LICK TR	3350-36-6119-0000	340 WHITESTOCKING EXT
3350-45-1531-0000	123 LIZARD LICK TR	3350-36-6454-0000	341 WHITESTOCKING EXT
3350-45-1645-0000	119 LIZARD LICK TR	3350-36-7485-0000	351 WHITESTOCKING RD
3350-45-1757-0000	115 LIZARD LICK TR	3350-36-8250-0000	354 WHITESTOCKING RD
3350-45-1951-0000	111 LIZARD LICK TR	3350-36-9260-0000	
3350-46-0284-0000	410 WHITESTOCKING EXT	3350-44-1903-0000	141 LIZARD LICK TR
3350-46-1074-0000	109 LIZARD LICK TR	3350-45-1109-0000	131 LIZARD LICK TR
3350-46-2551-0000			



**Pender County
Resolution of Support for the NCDOT's
application to the U.S. Department of
Transportation's Bridge Investment
Program for the replacement of the Cape
Fear Memorial Bridge**

TO: Board of County Commissioners

FROM: Daniel Adams

DATE: November 20, 2023

SUBJECT: Resolution of Support for the NCDOT's application to the U.S.
Department of Transportation's Bridge Investment Program for the
replacement of the Cape Fear Memorial Bridge

SUMMARY:

The North Carolina Department of Transportation (NC DOT) has been authorized to pursue a grant from the US Department of Transportation (US DOT) for the replacement of the Cape Fear Memorial Bridge. The application will be submitted under the US DOT's Bridge Investment Program for large bridges that are expected to exceed \$100 million in cost. Per the Notice of Funding Opportunity, competitive applications will be those that: (1) improve the safety, efficiency, and reliability of the movement of people and freight over bridges; and (2) improve the condition of bridges in the United States by reducing (a) the number of bridges, and total person miles traveled over bridges, that are in poor condition or that are in fair condition and at risk of falling into poor condition within the next 3 years, or (b) the number of bridges, and total person miles traveled over bridges, that do not meet current geometric design standards or cannot meet the load and traffic requirements typical of the regional transportation network.

The Wilmington Urban Area Metropolitan Planning Organization (WMPO) has identified the replacement of the Cape Fear Memorial Bridge as their top unfunded priority. Expected outcomes from the replacement bridge include additional capacity to ease congestion, improved safety for motorists and pedestrians, and continued regional economic development opportunities as a vital transportation corridor for people and freight.

ACTION REQUESTED:

To consider approving the resolution of support.

ATTACHMENTS:

1. Resolution

Board of County Commissioners
Jacqueline A. (Jackie) Newton – Chair
Wendy Fletcher-Hardee – Vice Chair
Archibald (Fred) McCoy
Jerry Groves
Brad George



County Manager
David Andrews
Assistant County Manager
Allen Vann
County Attorney
Carl W. (Trey) Thurman
Staff Attorney
Patrick Buffkin

**RESOLUTION IN SUPPORT OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION'S (NCDOT)
APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION'S BRIDGE INVESTMENT PROGRAM (BIP)
FOR THE REPLACEMENT OF THE CAPE FEAR MEMORIAL BRIDGE**

WHEREAS, the Cape Fear Memorial Bridge, linking US 17, US 76, and US 421 over the Cape Fear River, has been an indispensable conduit for regional transportation and economic development;

WHEREAS, the replacement of the bridge adds an additional lane of capacity for the projected 94,900 vehicles per day that will travel it in 2050 compared to the 2023 base year counts of 65,200 vehicles per day.

WHEREAS, the replacement of the bridge also adds a 15' Multi-use path which will serve as the only bicycle and pedestrian connection between New Hanover County and Brunswick County, which does not currently exist today.

WHEREAS, the bridge is a critical element in facilitating freight movement to and from the Port of Wilmington, ranked number 1 as the most productive port in North America and 44th in the world for 2022, underlining its importance to the regional economy;

WHEREAS, assessments from the 2021 Routine Inspection Report designate the bridge as functionally obsolete;

WHEREAS, given the repeated financial investments for its rehabilitation, including \$15M in 2019 and an anticipated \$15M-\$20M in 2024, accompanied by a 20-week one-direction (10-weeks in each direction) traffic shutdown, there exists a pressing need for a holistic solution;

WHEREAS, the proposed alternatives and design considerations harmonize with both regional and statewide infrastructure development goals, ensuring sustained and efficient traffic flow on one of North Carolina's key Strategic Transportation Corridors;

WHEREAS, the most recently available crash data, drawn from the bridge and its contiguous roadways, underscore the urgency of the situation, with trends consistently surpassing statewide crash metrics. The project is poised to mitigate these crash rates;

WHEREAS, beyond ameliorating current traffic and safety challenges, the replacement of the Cape Fear Memorial Bridge stands to stimulate regional economic resurgence, amplify the operational efficacy of the Port of Wilmington, and foster economic opportunities in neighboring underserved areas;

WHEREAS, this initiative holds pronounced potential environmental dividends, including a marked reduction in greenhouse gas emissions and bolstered infrastructure resilience against natural adversities.

NOW, THEREFORE, BE IT RESOLVED, that Pender County unequivocally expresses its support and endorsement for the NCDOT's application for Federal Discretionary Grants for the much-needed replacement of the Cape Fear Memorial Bridge.

Adopted and approved, this the ____ day of November, 2023.

Jacqueline A. Newton, Chair
Pender County Board of Commissioners

Attest: _____
David Andrews, Clerk to the Board



Pender County WMPO 2050 Metropolitan Transportation Plan Priority Project List

TO: Board of County Commissioners

FROM: Daniel Adams

DATE: November 20, 2023

SUBJECT: WMPO 2050 Metropolitan Transportation Plan (MTP) Priority Project List

SUMMARY:

The Wilmington Urban Area Metropolitan Planning Organization (WMPO) has launched the planning process for the region's 2050 long-range Metropolitan Transportation Plan (MTP), Cape Fear Navigating Change 2050, which will identify transportation needs for the region over the next 25 years. The plan will include an evaluation and recommendation of the highest priority roadway, rail, bus, ferry, bicycle, and pedestrian projects for the Wilmington metropolitan planning area, which includes New Hanover County and parts of Brunswick and Pender Counties. Once adopted, all projects included in Cape Fear Navigating Change 2050 will be eligible to compete for funding through the NC Department of Transportation and the WMPO.

The WMPO recently reached out to member jurisdictions and asked that we identify our top 10 priority bicycle and pedestrian projects, and top eight priority roadway projects. Staff has reviewed existing County plans, including the recently adopted Pender County Bicycle & Pedestrian Plan, to establish a general list of roadway and bicycle/pedestrian priority projects. Staff also wanted to solicit feedback from the Board about potential projects to be included in this list.

ACTION REQUESTED:

Discussion regarding priority roadway and bicycle/pedestrian projects in Pender County.



Pender County Parks and Recreation Board Appointment

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: November 20, 2023
SUBJECT: Parks and Recreation Board Appointment

SUMMARY:

Raymund Rosso has applied for the Parks and Recreation Board District four position. Mr. Rosso's application shows he has a long, active history in Parks and Recreation. He has served on the Parks and Recreation Board in Wallace for twenty (20) years, coached various sports, as well as umpired for baseball and softball. It is the Clerk's belief that Mr. Rosso would be a great addition to the Pender County Board of Parks and Recreation Board as the district four representative. This position has been advertised on the website and the local paper for over a year.

ACTION REQUESTED:

Consideration of appointing application to Parks and Recreation Board as the district four representative.

ATTACHMENTS:

Raymund Rosso Application

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION									
Last Name rosso			First Raymund			M.I. scott		Date 10-27-2023	
Physical Address 95 church st						Apartment/Unit #			
City willard			State NC			ZIP 28478			
Mailing Address (if different from above) 95 church st									
City willard			State NC			ZIP 28478			
Home Phone (910) 271-5054			Work Phone			E-mail Address 1 raymundrosso@yahoo.com			
Fax Number						E-mail Address 2 raymundrosso@yahoo.com			
Board Interest(s) district 4 parks and recreation advisory board									
How long have you been a resident of Pender County? 25									
EDUCATION									
High School patchogue medford HS			Location medford ny						
From	1977	To	1980	Did you graduate?	YES ☒	NO ☐	Diploma		
College			Location						
From		To		Did you graduate?	YES ☐	NO ☐	Degree		
Other island technical institute			Location amityville ny						
From	1980	To	1981	Did you graduate?	YES ☒	NO ☐	Degree Diploma		
EMPLOYMENT HISTORY									
Current Employment retired			Job Title grandpa						
Responsibilities spoil grandkids									
Previous Employment AT&T			Job Title technician						
Previous Employment Lew Lieberbaum brokage firm			Job Title Stock broker						
Previous Employment			Job Title						
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held: wallace parks and rec board member. i volunteer for special needs sports. i have coached for wallace parks and rec in the past for 20 yrs. Baseball, basketball, football and soccer. And also umpired baseball and softball a few years.									

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES ☒	NO ☐	If yes, explain (including length of service).	
		wallace parks and rec board member for about 20 yrs.	
State reasons why you feel qualified for this appointment(s): i enjoy helping people and have a alot of experience in parks and rec happenings.			
MILITARY SERVICE			
Branch		From	To
None			
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES ☐	NO ☒	If yes, explain.	
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES ☐	NO ☒	If yes, list family member name(s) and position/board or committee(s).	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment. i'm retired now and have some free time to help the parks and rec dept.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature			Date



**Pender County
Re-Appointment to the Lower Cape Fear
Water and Sewer Authority.**

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: November 20, 2023
SUBJECT: Re-Appointment to the Lower Cape Fear Water and Sewer Authority.

SUMMARY:

Norwood Blanchard currently serves on the Lower Cape Fear Water and Sewer Authority as a citizen representative and is requesting reappointment. His term will expire on February 28th, 2024. One Mr. Blanchard's term ends, he will have served the maximum number of terms, three (3), and years, ten (10) allowed under the Board of Commissioners' Rules of Procedure. Should the Board wish to reappoint him, the Board will need to waive the 3-term/10-year policy set out at Rule 32, section C of the Board of Commissioners' Rules of Procedure. His new term would span three years beginning on March 1, 2024, and expire on February 28, 2027.

ACTION REQUESTED:

Consideration of reappointment

ATTACHMENTS:

Application

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

Last Name Blanchard		First Norwood		M.I. P	Date 01/16/2015
Physical Address 2675 Highway 53 East				Apartment/Unit #	
City Burgaw		State NC		ZIP 28425	
Mailing Address (if different from above) P. O. Box 1425					
City Burgaw		State NC		ZIP 28425	
Home Phone 910-259-2003		Work Phone 910-289-1310		E-mail Address 1 norwood1310@gmail.com	
Fax Number 910-259-8281				E-mail Address 2	
Board Interest(s) Lower Cape Fear Water & Sewer Board					
How long have you been a resident of Pender County? 39 years					
EDUCATION					
High School Chinquapin		Location Chinquapin, NC			
From	1944	To	1956	Did you graduate?	YES ☒ NO ☐
College UNC School of Pharmacy		Location Chapel Hill, NC			
From	1957	To	1961	Did you graduate?	YES ☒ NO ☐ Degree BS Pharmacy
Other UAB-School Of Business		Location Tuacaloosa, AL			
From	1968	To	1970	Did you graduate?	YES ☒ NO ☐ Degree MBA
EMPLOYMENT HISTORY					
Current Employment Semi Retired & Tree Farmer		Job Title Owner			
Responsibilities					
Previous Employment Kerr Drug		Job Title Pharmacist			
Previous Employment Discount Drug Center		Job Title Owner			
Previous Employment		Job Title			
COMMITTEE MEMBERSHIP					
Please list current and past membership in civic or other organizations and offices held: Former rotarian (25 years) member pharmacy associations, nc forestry association					

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES ☒	NO ☐	If yes, explain (including length of service). Former County Commissioner-1 term	
State reasons why you feel qualified for this appointment(s): I served for 4 years on Lower Cape Fear Water & Sewer Board, as well as WID Board			
MILITARY SERVICE			
Branch USCG Reserves		From 1962	To 1968
Rank at Discharge HM2		Type of Discharge (optional) Honorable	
CONFLICT OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES ☐	NO ☒	If yes, explain.	
Is any member of your family employed by Pender County, or currently serving on a board/committee/commission appointed by or affiliated with Pender County?			
YES ☐	NO ☒	If yes, list family member name(s) and position/board or committee(s).	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment. I have time & am willing to serve			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature norwood blanchard		Date 01/16/2015	



Pender County
REZONE 2023-55: Request to rezone two
parcels totaling approximately 165 acres
from the RP, Residential Performance
zoning district to the O&I, Office &
Institutional zoning district in the Topsail
Township

TO: Board of County Commissioners
FROM: Adam Moran
DATE: November 20, 2023
SUBJECT: REZONE 2023-55: Request to rezone two parcels totaling
approximately 165 acres from the RP, Residential Performance zoning
district to the O&I, Office & Institutional zoning district in the Topsail
Township

SUMMARY:

Pender County Planning & Community Development, applicant, on behalf of Pender County, owner, is requesting the approval of a General Use Zoning Map Amendment to rezone two tracts of land totaling approximately 164.91 acres from the Residential Performance (RP) zoning district to the Office & Institutional (O&I) zoning district. The subject properties are located south of NC Hwy 210, across from Whispering Pines Court and approximately half of a mile west of the intersection of NC Hwy 210 and Peanut Road in the Topsail Township.

ACTION REQUESTED:

To hold a public hearing and consider the Zoning Map Amendment Request

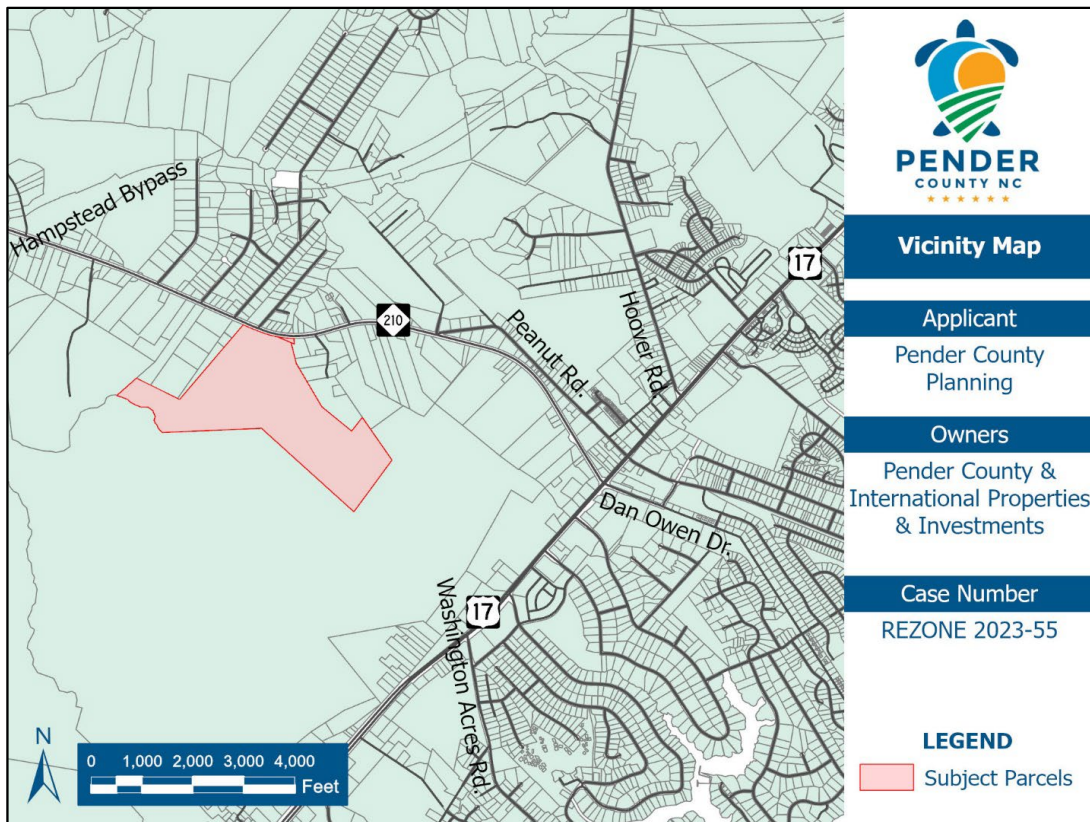
ATTACHMENTS:

1. Staff Report
2. Applications
3. Map of Site
4. Attachment 1 - Table of Permitted Uses

**STAFF REPORT FOR REZONE 2023-55
ZONING MAP AMENDMENT APPLICATION**

APPLICATION SUMMARY	
Case Number	REZONE 2023-55
Hearing Dates	October 3, 2023 – Planning Board November 20, 2023 – Board of Commissioners
Applicant	Pender County Planning & Community Development
Property Owner(s)	Pender County
Parcel Identification Number	3282-28-1109-0000 & 3282-29-4656-0000
Acreage	164.91
Township	Topsail
Pender 2.0 Future Land Use Category	Medium Density Residential

REZONING PROPOSAL
Pender County Planning & Community Development, applicant on behalf of Pender County, owner, is requesting the approval of a General Use Zoning Map Amendment to rezone two tracts of land totaling approximately 164.91 acres from the Residential Performance (RP) zoning district to the Office & Institutional (O&I) district.
LOCATION
The subject properties are located south of NC Hwy 210, across from Whispering Pines Court and approximately half of a mile west of the intersection of NC Hwy 210 and Peanut Road in the Topsail Township.



REZONING PROPOSAL

The applicant is proposing to rezone 164.91 acres of land from the Residential Performance (RP) zoning district to the Office & Institutional (O&I) zoning district. Because this is a general use rezoning, a conceptual plan is not included within the application. If approved, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the Office & Institutional zoning district. However, any future development of the site must comply with the standards of the Office & Institutional zoning district and is subject to review and approval by the Technical Review Committee (TRC) to ensure compliance with all applicable local, State, and Federal regulations.

Intent of the Office & Institutional Zoning District (Proposed)

The intent of the Office & Institutional (O&I) district is to allow for institutional and office areas for government, professional, and medical purposes.

Intent of the Residential Performance Zoning District (Existing)

The intent of the Residential Performance (RP) district is to allow for a variety of residential uses, densities, and limited commercial activities as well as agritourism.



Dimensional Requirements

As this is a general use rezoning, the standard setbacks in the Office & Institutional zoning district apply and are outlined in the table below. The dimensional standards are proposed to apply uniformly to all buildings and uses on the subject property.

Minimum Setback (Office & Institutional)*	
Front	25'
Side	10'
Rear	10'
Corner	12'
Max. Height	40'
Structure Separation	20'

*The minimum lot size in this district is 15,000 square feet.

Allowable Uses

Because this is a general use rezoning, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the Office & Institutional zoning district. The table below provides a general list of typical developments permitted in the Office & Institutional zoning district. A comprehensive list of all uses from Section 5.2.3 of the Pender County Unified Development Ordinance (UDO) is included in Attachment 1.

Office & Institutional (O&I)	
Residential Uses	Upper Story Residential
Commercial Uses	≈ 41 uses by-right (Educational Services, Schools, Healthcare, Hospitals, Bowling and Recreation Centers, Management, Administrative Services, Finance & Insurance, Postal Service, Health & Personal Care Stores, Restaurants, Cemeteries, etc.)
	≈ 13 uses w/ SUP (Outpatient Healthcare, Hotels and Motels, Telecommunication Facilities, etc.)

TRANSPORTATION INFRASTRUCTURE

Access

The subject property has direct access to NC Hwy 210. Development of the subject property would require driveway approval from the North Carolina Department of Transportation (NCDOT).

Traffic

Traffic Impact Analyses (TIA) are not required for general use rezonings since a site-specific development plan is not required to be included in the application package. The UDO requires a Traffic Impact Analysis (TIA) to be completed when a development generates 100 trips in the morning or evening peak hours or over 1,000 trips per day. If approved and developed in the future, estimated trip generation data will be required during the review of any site-specific development plan to determine if a TIA is required.

NCDOT Annual Average Daily Traffic (AADT) – 2021; WMPO Roadway Capacities – 2021

Road	Location	Volume*	Capacity	V/C
NC Hwy 210	Between Peanut Rd. and Brickyard Rd.	10,000	20,943	0.48

****2021 NCDOT Annual Average Daily Traffic (AADT)***

OTHER INFRASTRUCTURE

Utilities

Public water (through PCU) is available at this site, as PCU has a 12" water main that runs along the north side of NC Hwy 210, on the opposite side of the road. PCU has confirmed that the public water line could be extended to the subject property for connection. Based on available data and information from private sewer providers, private sewer service is available at this location. The method of water and sewer service will be determined when a site-specific development plan is submitted for review.

Schools

There is no development proposal associated with this general use rezoning, so no specific impacts to the school system are known at this time. However, the proposed Office & Institutional zoning designation will not further burden the already crowded schools in this part of the County. If this property were to be developed with housing, in accordance with its current zoning (Residential Performance), the impact to school capacity would be greater.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does contain any Special Flood Hazard Areas ¹ .
Wetlands	Portions of the subject property may contain wetlands ^{2,3} . The location of any wetlands will be verified when a site-specific development plan is submitted for review. Any disturbance within these wetlands is subject to review and approval by the US Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC) ⁴ .

¹ According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)

² According to the NC Division of Coastal Management (NC DCM)

³ According to the National Wetlands Inventory (NWI)

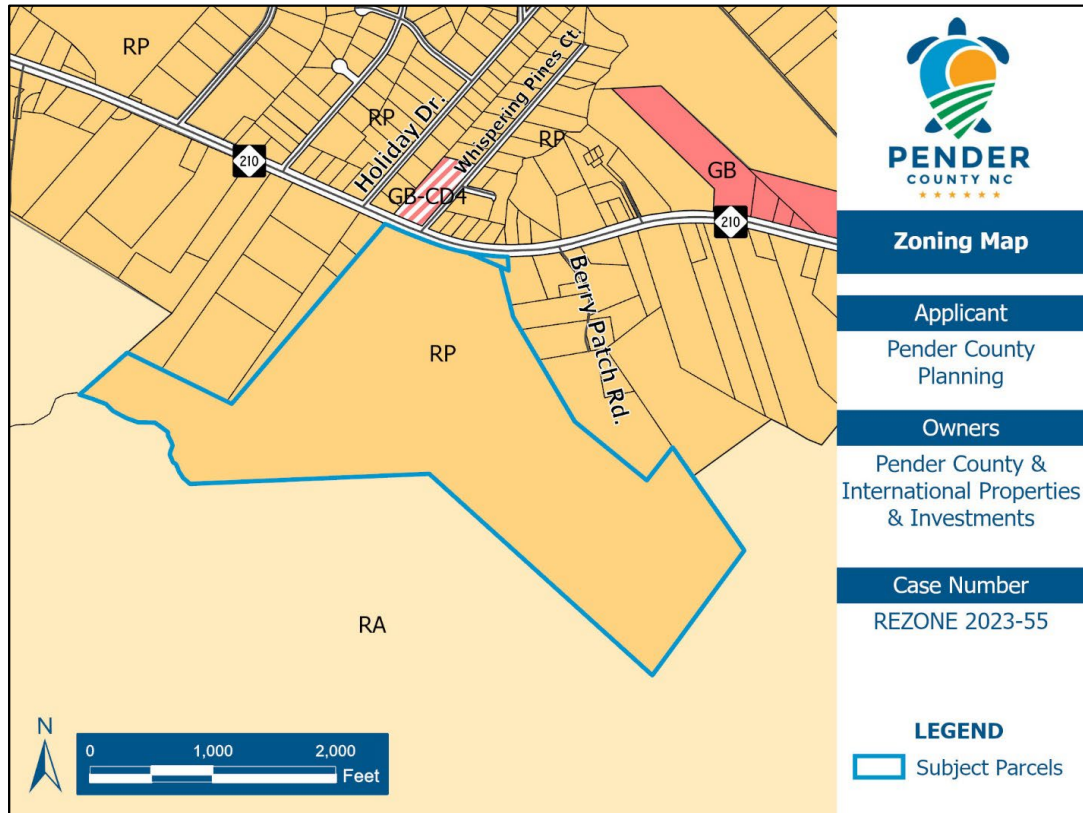
⁴ According to the North Carolina Department of Environmental Quality (NCDEQ)

EVALUATION

Surrounding Zoning

The subject property is currently within the Residential Performance (RP) zoning district. Properties in the immediate vicinity of the subject property are currently zoned Residential Performance (RP), General Business - Conditional District 4 (GB-CD4), Rural Agricultural (RA) as indicated by the table below.

Below: Zoning Map of the Area

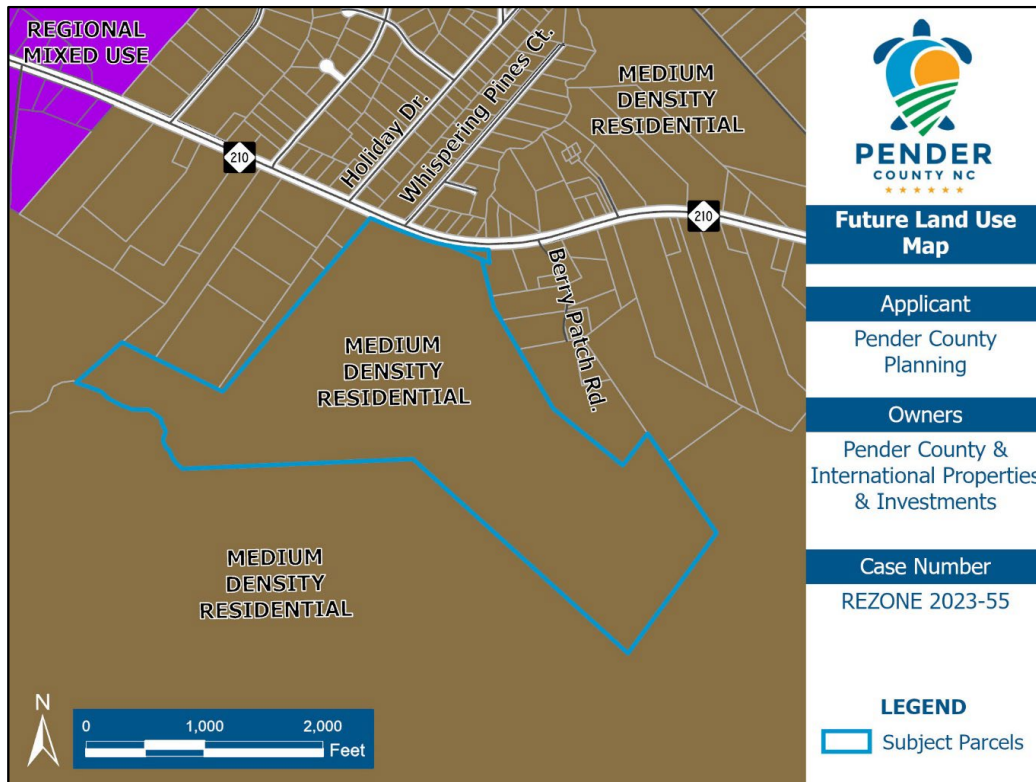


ADJACENT USES AND ZONING		
Direction	Land Use	Zoning
North	Open Storage Lot; Low to Medium Density Residential	Residential Performance (RP) General Business (GB) General Business – Conditional Zoning District (GB-CD4)
East	Low Density Residential; Farm; Vacant	Residential Performance (RP)
South	Vacant	Rural Agricultural (RA)
West	Low Density Residential; Vacant	Residential Performance (RP)

Pender 2.0 Comprehensive Land Use Plan Compliance: The subject property is located within the Medium Density Residential future land use classification as shown in the Future Land Use Map within the Pender 2.0 Comprehensive Land Use Plan. Uses in this Future Land Use Category are located in close proximity to supporting services and a mixture of development types and are generally found in the southern portion of the County. Appropriate uses include single-family residences, duplexes, townhomes, community recreation and open space uses, and neighborhood-scale institutional uses such as religious and civic organizations.

Planned communities may also include well-integrated neighborhood-scale commercial and office uses. Industrial and manufacturing uses, and commercial and office uses not located within a planned community, are inappropriate. Development density within this category is three to six dwelling units an acre or less.

Below: Future Land Use Map of the Area



This proposal is supported by the following policies within the Pender 2.0 Comprehensive Land Use Plan:

Policy 5.1.C: Coordination with Infrastructure/Services: The County shall encourage development in areas where the necessary infrastructure – roads, water, sewer, broadband, and schools – is available, planned or can be most cost effectively provided and extended to serve existing and future development. Natural resource conservation should be considered.

Policy 5.1.D: Focused Growth and Development: The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.

Policy 5.1.K: Commercial Development: The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.

Policy 5.1.L: Office and Employment Centers: The County vigorously supports the development of large-scale office and employment centers to increase the number of jobs located within the County.

Unified Development Ordinance Compliance: Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. These standards include evaluating proposals against whether adequate public facilities/services (i.e., water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.3.5 Approval Criteria for Rezoning

The reviewing bodies (Planning Board and Board of Commissioners) shall consider the following matters in deciding a rezoning proposal, in addition to any other considerations as detailed in the specific rezoning application type:

- A. Whether the entire range of uses permitted by the proposed change would be appropriate to the area concerned, including that the proposed rezoning not:
 - 1) be detrimental to the natural environment,
 - 2) adversely affect the health, safety, or welfare of residents or workers in the area,
 - 3) be detrimental to the use or development of adjacent property,
 - 4) materially or adversely affect the character of the general neighborhood, and
 - 5) be reasonable as it relates to the public interest.
- B. Whether adequate public facilities/services (i.e.- water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change;
- C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan, CAMA Land Use Plan, and any other adopted land use document.

COMPREHENSIVE PLAN CONSISTENCY

At their October 3, 2023 meeting, the Planning Board unanimously recommended this rezoning for approval. This general use rezoning proposal is consistent with four policies of the Future Land Use Plan, which encourage and support the siting and development of commercial, office, and institutional uses that are positioned to serve the needs of the growing residential population of this area of the County. As found in two of the noted policies (5.1.K and 5.1.L), uses that provide needed services and employment opportunities for residents are strongly encouraged. Rezoning these parcels to the Office & Institutional (O&I) zone will allow for these types of services to be situated near the epicenter of population growth in the County. Uses such as medical centers; schools; post offices; recreation centers; offices for management, administrative, and financial services; and some commercial uses situated in this location would provide much needed local access to these kinds of facilities as the residential density of this area continues to increase. Even though these parcels are categorized as Medium Density Residential in the Future Land Use Map, the above-mentioned findings illustrate the proposal's consistency with the Comprehensive Plan.

BOARD OF COMMISSIONERS ACTION NEEDED:

TO APPROVE:

Motion to approve the Zoning Map Amendment and to make a finding that the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan; said approval is reasonable and in the public interest and furthers the goals of the Pender 2.0 Comprehensive Land Use Plan because it is consistent with the following policies as noted in the staff report:

- Policy 5.1.C
- Policy 5.1.D
- Policy 5.1.K
- Policy 5.1.L

TO DENY:

Motion to deny the Zoning Map Amendment and to make a finding that the approval is inconsistent with the following policies and goals in the Pender 2.0 Comprehensive Land Use Plan... [INSERT REASONING].

PLANNING BOARD ACTION FOR GENERAL USE REZONING						
MOTION				SECONDED		
Mosca				Teachey		
APPROVED		DENIED		UNANIMOUS		
Yes				6-0		
Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
Absent	Yes	Yes	Yes	Yes	Yes	Yes

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	ZMA 2023-55	Date	9/14/2023
Application Fee	\$ n/a	Invoice	n/a
Pre-Application Conference	n/a	Hearing Date	PB 10/3; BOCC 11/20
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Pender County	Owner's Name:	Pender County
Applicant's Address:	805 S. Walker Street	Owner's Address:	805 S. Walker Street
City, State, & Zip	Burgaw, NC 28425	City, State, & Zip	Burgaw, NC 28425
Phone Number:	910-259-1202	Phone Number:	910-259-1202
Email Address:	amoran@pendercountync.gov	Email Address:	amoran@pendercountync.gov
Legal relationship of applicant to landowner: Self			
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3282-28-1109-0000	Total property acreage:	145
Current Zoning District:	Residential Performance	Proposed Zoning District:	Office & Institutional
Project Address:	NC HWY 210		
Description of Project Location:	The subject property is located on the south side of NC Hwy 210, directly across from Whispering Pines Court in the Topsail Township		
SECTION 3: SIGNATURES			
Applicant's Signature	<i>Adam Moran</i>	Date:	9/14/2023
Applicant's Name Printed	Adam Moran	Date:	9/14/2023
Owner's Signature	<i>Dani Carthum</i>	Date:	
Owner's Name Printed		Date:	
<u>NOTICE TO APPLICANT</u>			
1. Applicant must also submit the information described on the Rezoning Checklist. 2. Applicant or agent authorized in writing must attend the public hearing. 3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing. 4. All fees are non-refundable 5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda			

Rezoning/Zoning Map Amendment Checklist

☒	Signed application form
☐ n/a	Application fee
☒	A list of names and addresses, as obtained from the county tax listings and tax abstract, all adjacent property owners, including property owners directly across any road or road easement, and owners of the property under consideration for rezoning.
☒	Two (2) business size envelopes legibly addressed with first class postage for each of the adjacent and abutting property owners on the above list.
☒	Accurate legal description or a map drawn to scale showing the property boundaries to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map.
☒	18 (11"x17") map copies to be distributed to the Planning Board
☒	20 (11"x17") map copies to be distributed to the Board of Commissioners
☒	Digital (.pdf) submission of all application materials
☒	A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case. If the owner and applicant are different, the letter must be signed by both parties.
Office Use Only	
☐ n/a	ZMA Fees: (\$500.00 for first 5 acres; \$10/acre thereafter up to 1,000 acres; \$5/acre thereafter) Total Fee Calculation: \$ n/a
Attachments Included with Application: (Please include # of copies)	
CD /other digital version	☐ Y ☐ N Plan Sets # of large # of 11X17 Other documents/Reports ☐ Y ☐ N
Payment Method: n/a	Cash : ☐ \$ _____ Credit Card: ☐ Master Card ☐ Visa Check: ☐ Check # _____
Application received by: Adam Moran	Date: 9/14/2023
Application completeness approved by: Adam Moran	Date: 9/14/2023
Dates scheduled for public hearing: ☒ Planning Board: 10/3/2023 ☒ Board of Commissioners: 11/20/2023	

RETURN COMPLETED APPLICATION TO:
Pender County Planning & Community Development
805 South Walker Street
P.O. Box 1519
Burgaw, NC 28425

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	ZMA 2023-55	Date	9/14/2023
Application Fee	\$ n/a	Invoice	n/a
Pre-Application Conference	n/a	Hearing Date	PB 10/3; BOCC 11/20
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Pender County	Owner's Name:	International Properties & Investments
Applicant's Address:	805 S. Walker Street	Owner's Address:	893 Highlands Drive
City, State, & Zip	Burgaw, NC 28425	City, State, & Zip	Hampstead, NC 28443
Phone Number:	910-259-1202	Phone Number:	
Email Address:	amoran@pendercountync.gov	Email Address:	
Legal relationship of applicant to landowner: Self			
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3282-29-4656-0000	Total property acreage:	0.41
Current Zoning District:	Residential Performance	Proposed Zoning District:	Office & Institutional
Project Address:	NC HWY 210		
Description of Project Location:	The subject property is located on the south side of NC Hwy 210, directly across from Whispering Pines Court in the Topsail Township		
SECTION 3: SIGNATURES			
Applicant's Signature		Date:	9/14/2023
Applicant's Name Printed	Adam Moran	Date:	9/14/2023
Owner's Signature		Date:	
Owner's Name Printed	Joel Reyes	Date:	
<u>NOTICE TO APPLICANT</u>			
1. Applicant must also submit the information described on the Rezoning Checklist. 2. Applicant or agent authorized in writing must attend the public hearing. 3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing. 4. All fees are non-refundable 5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda			

Rezoning/Zoning Map Amendment Checklist

☒	Signed application form		
☐ n/a	Application fee		
☒	A list of names and addresses, as obtained from the county tax listings and tax abstract, all adjacent property owners, including property owners directly across any road or road easement, and owners of the property under consideration for rezoning.		
☒	Two (2) business size envelopes legibly addressed with first class postage for each of the adjacent and abutting property owners on the above list.		
☒	Accurate legal description or a map drawn to scale showing the property boundaries to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map.		
☒	18 (11"x17") map copies to be distributed to the Planning Board		
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☒	Digital (.pdf) submission of all application materials		
☒	A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case. If the owner and applicant are different, the letter must be signed by both parties.		
Office Use Only			
☐ n/a	ZMA Fees: (\$500.00 for first 5 acres; \$10/acre thereafter up to 1,000 acres; \$5/acre thereafter)		Total Fee Calculation: \$ n/a
Attachments Included with Application: (Please include # of copies)			
CD /other digital version	☐ Y ☐ N	Plan Sets	# of large
			# of 11X17
			Other documents/Reports
			☐ Y ☐ N
Payment Method: n/a	Cash : ☐ \$ _____	Credit Card: ☐ Master Card ☐ Visa	Check: ☐ Check # _____
Application received by:		Adam Moran	
Application completeness approved by:		Adam Moran	
		Date: 9/14/2023	
Dates scheduled for public hearing: ☒ Planning Board: 10/3/2023 ☒ Board of Commissioners: 11/20/2023			

RETURN COMPLETED APPLICATION TO:
 Pender County Planning & Community Development
 805 South Walker Street
 P.O. Box 1519
 Burgaw, NC 28425



ATTACHMENT 1 - TABLE OF PERMITTED USES

TABLE OF PERMITTED USES											
P=Permitted Use D=Permitted w/ Use Standards S=Special Use Approval Required SD=Special Use Approval Required w/ Additional Standards PM=Permitted in conjunction w/ the MDP process											
Use Category Specific Use Type		Residential				Mixed Use	Commercial	Industrial		Special Purpose	
		Zoning Districts									
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
RESIDENTIAL											
SFD: Detached-Conventional		P	P	P	P	P					
SFD: Detached Zero Lot Line				P		P					
SFD-Attached: Duplex		P	P	P		P					
SFD-Attached: Multiplex				P		P					
SFD-Townhouse (5+ attached)				P		P					
Multifamily (condominium/apartment)				P		P					
Upper Story Residential						P	P	P			
Accessory Dwelling Unit		D	D	P		D					
Accessory Dwelling Unit on Non Residential Principal Uses		D				D			P	P	
Manufactured Home		P	D		P						
Manufactured Home Park					PMD						
ACCESSORY USES AND STRUCTURES											
Accessory Structures		P	P	P	P	P	P	P	P	P	
Cottage Occupations		SD	SD	SD		SD	SD				
Home Occupation		D	D	D	D	D	D				
Agritourism Activities on active farms		D	D	D	D	D	D	D	D	D	D
Sector 21: MINING, QUARRYING, OIL AND GAS EXTRACTION											
Nonmetallic Mineral Mining & Quarrying	2123	S								S	
Except: 212392 Phosphate Rock Mining											
Except: 212321 Borrow Pit Sand Mining			PMDS			PMD					
Sector 22: UTILITIES											
Fossil Fuel Electric Power Generation	221112									S	
Other Electric Power Generation	221119								S	S	
Electric Bulk Power Transmission & Control	221121	S	S	S	S	S	S	S	P	P	
Natural Gas Distribution Except Transmission Lines	221210									P	
Water Supply Facilities*	221310		S			PM				P	

Sewage Treatment Facilities*	221320		S	PMD/S		PMD/S				P	
Except: Sewage Lift Stations*		SD	SD	PMD/S	PMD/S	PMD/S	D	D	D	D	
*County Owned or County Service District Provided Systems=P											
		Zoning Districts									
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sector 23: CONSTRUCTION											
Construction of Buildings	236						D		P	P	
Heavy and Civil Engineering Construction	237						D		P	P	
Specialty Trade Contractors	238						D		P	P	
Sectors 31-33 MANUFACTURING											
Artisan Manufacturing		S	S			P	P		P		
Food Manufacturing	311									P	
Beverage and Tobacco Product Manufacturing	312									P	
Textile Mills	313									P	
Textile Product Mills	314									P	
Apparel Manufacturing	315									P	
Wood Product Manufacturing	321								P	P	
Truss Manufacturing	321214						S		P	P	
Prefabricated Wood Building Manufacturing	321992						S		P	P	
Prefabricated Metal Building and Component Manufacturing	332311						S		P	P	
Paper Manufacturing	322									S	
Converted Paper Product Manufacturing	3222									P	
Printing and Related Support Activities	323								P	P	
Petroleum and Coal Products Manufacturing	324									S	
Synthetic Dye and Pigment Manufacturing	32513									P	
Other Basic Organic Chemical Manufacturing	32519									P	
Resin, Synthetic Rubber & Artificial Synthetic Fibers and Filaments Manufacturing	3252									P	
Pharmaceutical Manufacturing	3254								P	P	
Paint, Coating and Adhesive Manufacturing	3255									P	

Soap, Cleaning Compound and Toilet Preparation Manufacturing	3256									P	
Other Chemical Product and Preparation Manufacturing										P	
Except: 32592 Explosive Manufacturing											
Plastics and Rubber Products Manufacturing	326									P	
Clay Product and Refractory Manufacturing	3271									P	
Ready-Mix Concrete Manufacturing	32732									P	
Concrete Pipe, Brick, & Block Manufacturing	32733									P	

Use Type	Ref NAICS	Zoning Districts									
		RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sectors 31-33 MANUFACTURING											
Other Concrete Product Manufacturing	32739									P	
Gypsum Product Manufacturing	32742									P	
Fabricated Product Manufacturing	332									P	
Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing	3327								P	P	
Machinery Manufacturing	333									P	
Computer & Electronic Product Manufacturing	334								P	P	
Electrical Equipment, Appliance, & Component Manufacturing	335									P	
Transportation Equipment Manufacturing	336									P	
Furniture and Related Product Manufacturing	337								P	P	
Miscellaneous Manufacturing	339								P	P	
Sector 42 WHOLESALE TRADE											
Wholesale Trade	42	S							P	P	
Sectors 44-45 RETAIL TRADE											

Motor Vehicle and Parts Dealers	441	S					P		P		
Furniture and Home Furnishings Stores	442						P		P		
Electronics and Appliance Stores	443	S				P	P		P		
Building Material, Garden Equipment & Supplies Dealers	444	S					P		P	P	
Food and Beverage Stores	445	S	S			P	P		P		
Health and Personal Care Stores	446	S	S			P	P	P	P		
Gasoline Stations	447	S				P	P		P		
Clothing and Clothing Accessories Stores	448	S				P	P		P		
Sporting Goods, Hobby, Book, and Music Stores	451					P	P		P		
Miscellaneous Store Retailers	453	S				P	P				
Non store Retailers	454	S				P	P		P		
Liquefied Petroleum Gas Dealers	454312									P	
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Air Transportation	481								P	P	
Rail Transportation	482								P	P	
Truck Transportation	484								P	P	
Transit and Ground Passenger Transportation	485								P	P	
Interurban and Rural Bus Transportation	4852						P		P	P	
Taxi and Limousine Service	4853						P		P	P	
School and Employee Bus Transportation	4854								P	P	
Charter Bus Industry	4855								P	P	
Support Activities for Transportation	4881								P	P	
Support Activities for Road Transportation	4884	S					P		P	P	
Postal Services	491110	S	S			P	P	P			
Couriers and Messengers	492						P	P	P	P	
Zoning Districts											
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC

Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Warehousing and Storage	493	S							P	P	
Sector 51: INFORMATION											
Information	51					P	P	P	P	P	
Finance and Insurance	52	S	S			P	P	P	P	P	
Sector 53: REAL ESTATE AND RENTAL AND LEASING											
Real Estate and Rental and Leasing	53	S	S			P	P	P	P	P	
Commercial and Industrial Machinery and Equipment Rental and Leasing	5324								P	P	
Sector 54: PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES											
Professional, Scientific, & Technical Services	54	S	S			P	P	P	P	P	
Sector 55: MANAGEMENT OF COMPANIES AND ENTERPRISES											
Management of Companies and Enterprises	55	S	S			P	P	P	P	P	
Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES											
Administrative and Support Services	561	S				P	P	P	P	P	
Solid Waste Collection Public	562111	P	P	P	P	P	P	P	P	P	
Solid Waste Collection Private	562111									S	
Solid Waste Landfill	562212									S	
Solid Waste Combustors and Incinerators	562213									S	
Other Nonhazardous Waste Treatment and Disposal	562219	S					S		S	S	
Remediation Services	562910									S	
Materials Recovery Facilities	562920									S	
All Other Waste Management Facilities	56299									S	
Sector 61: EDUCATIONAL SERVICES											
Educational Services	611	P	S			P	P	P			

Business Schools, Computer & Management Training	6114	S				P		P	P		
Technical and Trade Schools	6115	S				P	P	P	P	P	
Other Schools and Instruction	6116	S				P	P	P	P		
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Ambulatory Health Care Services	621					P	P	P			
Except: Outpatient Mental Health and Substance Abuse Centers	62142						P	S			
Hospitals	622	S				P	P	P			
		Zoning Districts									
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Except: Psychiatric and Substance Abuse Hospitals	6222							S			
Except: Outpatient Mental Health and Substance Abuse Hospitals	62142						S	S			
Nursing and Residential Care Facilities	623	S	S			P	P	P			
Except: Residential Mental Retardation, Mental Health & Substance Abuse Facilities	6232	S						S			
Social Assistance	624	S				P	P	P			
Vocational Rehabilitation Services	6243						P	P	P	P	
Sector 71: ARTS, ENTERTAINMENT, AND RECREATION											
Performing Arts Companies	7111	S				P	P				
Spectator Sports	7112	S					P		P		
Promoters of Performing Arts, Sports and Similar Events	7113	S				S	S				
Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	7114					P	P	P			
Museums, Historical Sites and Similar Institutions	712	S				P	P	P			
Amusement and Theme Parks	713110	S				S	S				
Amusement Arcades	713120						P				

Golf Courses and Country Clubs	713910	S	PM			P					
Fitness & Recreational Sports Centers	713940	S				P	P	P	P		
Bowling Centers	71395					P	P	P	P		
All Other Amusement & Recreation Industries	71399	S				P	P		P		
Aviation Clubs, Recreational	713990	S	S			P	P		P		
Canoeing, Recreational	713990	S	S			P	P		P		
Fishing Clubs, Recreational	713990	S	S			P	P		P		
Flying Clubs, Recreational	713990	S	S			P	P		P		
Guide Services (i.e. Fishing, Hunting, Tourist)	713990	S	S			P	P		P		
Horse Riding, Recreational	713990	P	S								
Outdoor Shooting Ranges	713990	S									
Zoning Districts											
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sector 72: ACCOMMODATIONS AND FOOD SERVICES											
Hotels and Motels	72111					P	D	D			
Bed and Breakfast Inns	721191	S	S		S	P	P				
All Other Traveler Accommodation	721199	S	S		S	P	P				
RV Parks and Recreational Camps	7212	SD					SD				
Recreational and Vacation Camps	721214	S									S
Rooming and Boarding Houses	721310	S				P	P				
Full Service Restaurants	7221	S				P	P	P	P	P	
Limited Service Eating Places	7222	S				P	P	P	P	P	
Special Food Services	7223	S				P	P	P	P	P	
Drinking Places (Alcoholic Beverages)	7224	S				P	P				
Sector 81: OTHER SERVICES, EXCEPT PUBLIC ADMINISTRATION											
Automotive Repair and Maintenance	8111	S					P		P	P	
Electronic and Precision Equipment Repair and Maintenance	8112	S					P	P	P	P	

Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	8113								P	P	
Personal and Household Goods Repair and Maintenance	8114	S				P	P	P	P	P	
Personal Care Services	8121	P	S			P	P	P	P		
Funeral Homes and Funeral Services	81221	S					P	P	P	P	
Cemeteries and Crematories Except: Private Cemetery	81222	S	S			S	S	S	S	S	
Coin Operated Laundries and Drycleaners	812310	P				P	P				
Dry-cleaning and Laundry Services	812320	S				P	P		P	P	
Linen & Uniform Supply	81233								P	P	
Other Personal Services	8129	S				P	P	P	P		
Pet Care Services	812910	D					D		D	D	
Religious Organizations	8131	P	S			P	P	P	P		
Grant making and Giving Services	8132					P	P	P	P		
Social Advocacy Organizations	8133					P	P	P	P		
Civic and Social Organizations	813410	S	S			P	P	P			
Business, Professional, Labor, Political and Similar Organizations	8139					P	P	P	P		
Public Administration	92	P	P	P	P	P	P	P	P	P	
Zoning Districts											
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
MISCELLANEOUS USES											
Adult and Sexually Oriented Businesses									S	S	
Adult Retail									S	S	
Bona fide Farm Purposes		D	D	D	D	D	D	D	D	D	D
Child Care Center		P	S			S	P	P			
Community Boating Facility		SD	SD	SD	SD	SD					
Community Boating Facility in conjunction with a Master Development Plan		SD	PMD	PMD	PMD	PMD					
Disaster Volunteer Housing		D	D	D	D	D	D	D	D	D	

Family Care Home		D	D	D	D	D					
Family Child Care Home		P	P			P	P	P			
Industrial Park										SD	
Marina (Commercial)		SD	PMD			PMD					
Portable Storage Containers		D	D	D	D	D	D	D	D	D	
Private Cemetery less than 6,000 sq. ft.		D	D				D	D	D		
Private Cemetery 6,000 sq. ft. and larger		S	S				S	S	S		
Public Parks		P	P	P	P	P	P	P	P	P	
Private Residential Boating Facility		D	D	D	D	D					
Salvage Operations		S								D	
Storage of Merchandise, Materials or Equipment On Site Inside or Outside An Enclosed Building, Excluding Salvage		S							P	P	
Storage of boats and watercraft outdoors or on dry stack structures							S				
Sweepstakes Center							SD		SD	SD	
Telecommunication Facilities		SD	SD			SD	SD	SD	SD	SD	
Telecommunication Facilities – Public Safety		SD	SD			SD	SD	SD	SD	SD	
Temporary Manufactured Homes		P	P			P					
Temporary Modular/Manufactured Offices						P	P	P	P	P	
Temporary Fruit & Vegetable Stands		P	P								
Temporary Buildings for Construction or Development		D	D	D	D	D	D	D	D	D	
Temporary Events		D					D	D	D	D	

5.3 USES WITH STANDARDS

5.3.1 General

- A. These standards shall only apply to those districts and uses where the “S”, “PM” or “D” is designated on the use table in Section 5.2.3. In addition to these standards the use shall be permitted in compliance with the general development standards of the underlying



Pender County Recap of Joint Meeting Between Planning Board and Board of Commissioners

TO: Board of County Commissioners

FROM: Daniel Adams

DATE: November 20, 2023

SUBJECT: Recap of Joint Meeting Between Planning Board and Board of Commissioners

SUMMARY:

On September 12, 2023, the Board of Commissioners and Planning Board held a joint meeting in Burgaw to discuss the impacts that development is having on the County and what tools may be useful in better coordinating and managing the growth the community is experiencing. The meeting covered several topics related to growth and development, which offered insight to staff on what tools and processes need to be changed or implemented to better align our policies with the stated goals of the County's leaders. This memo is intended to serve as a recap of that meeting to ensure staff understood the content and intent of the conversation and can begin implementing changes accordingly.

Topic 1: Overlay districts

Both Boards expressed interest in pursuing the establishment of overlay districts for certain areas of the County. The majority of the conversation involving overlay districts centered around their implementation in Hampstead. There was discussion about what the boundaries of Hampstead are and where this overlay district might be useful. The challenges of having one development code for both the predominantly rural western side of the County and the quickly urbanizing eastern side of the County further illustrated the desire from the Boards for the use of overlay districts.

Some of the benefits of an overlay district that were discussed could be to establish form-based code or design guidelines for development along US Highway 17, the development of bicycle and pedestrian infrastructure in Hampstead, the preservation of existing tree canopy, and mechanisms to reduce the impact of impervious surface coverage and stormwater runoff.

Next Steps/Implementation Process

Staff will begin exploring options for the implementation of overlay districts in the County, specifically in Hampstead. Any potential policies or regulations proposed within an overlay district will be informed by the public input process. The development of these districts may involve the use of a third-party consultant.

Topic 2: Increase the use of conditional zoning

Both Boards expressed the desire to increase the use of conditional zoning as a tool for reviewing development proposals, especially when the proposals involve residential or mixed-use components. Conditional rezoning proposals would require the submission of a site plan and would require review by the Planning Board prior to the final decision being made by the Board of Commissioners.

This tool allows the Boards to understand exactly what is being proposed and to consider how certain conditions of approval may offset the impacts of the development. For instance, the Board may require the installation of a multi-use path or restrictions on the times when lights or noise may be emitted from the site. These proposals follow the legislative approval process, which gives the Boards broad discretion in the decision-making process.

Next Steps/Implementation Process

Staff will begin recommending that applicants pursue conditional rezonings versus general use rezonings. In certain circumstances, it may still be appropriate for general use rezoning applications to be submitted, such as a proposal to rezone a small parcel from residential to commercial. As outlined in Topic 3, there are further opportunities to use the conditional zoning tool.

Topic 3: Planned Development (PD) district approval process

The Planning Board expressed frustration with the current PD approval process, whereby they act as the Administrator when reviewing master plans. There are limitations on the Planning Board's ability to critique master plans because these projects are considered "by-right" approvals.

One of the suggestions that was discussed throughout the meeting was re-evaluating the PD review process so that developments within the PD district must go through the conditional rezoning process. In this scenario, both the Planning Board and the Board of Commissioners would have an opportunity to review the proposal and make a legislative decision that allows for greater discretion than the current administrative review process. The Boards would also have an opportunity to place conditions of approval on the project, such as the addition of sidewalks or increased stormwater infrastructure above what is required by the Unified Development Ordinance (UDO).

Next Steps/Implementation Process

Changing the PD district review and approval process will require a text amendment to the UDO. Staff will begin reviewing methods by which the desired outcome of reducing PD master plans and increasing conditional rezonings can be achieved.

Topic 4: Reduce the uses that are allowed via Special Use Permits

The Board of Commissioners expressed concern with the quasi-judicial process, whereby they must act as impartial decision-makers when hearing a proposal for a Special Use Permit (SUP). This process can limit the Commissioners' ability to advocate for their constituents which contrasts with their mission as elected officials. One method by which this process could be minimized is reducing the land uses that require a SUP. In cases where a use is not permitted via a by-right approval process or through a Special Use Permit, the applicant would have to proceed with a conditional rezoning application.

Next Steps/Implementation Process

This change will require a text amendment to the UDO, specifically the Table of Permitted Uses. Staff will conduct a review of current processes and best practices in developing language to amend the UDO.

Desired Outcomes

Based on the content of the discussion during the meeting, both Boards feel that having more information about the specific uses proposed within a development will lead to better land use outcomes. Both Boards also discussed the benefit of having more flexibility in the decision-making process. The conditional rezoning process will help achieve both of these goals.

Other topics mentioned during the conversation included resiliency, stormwater infrastructure, and tree preservation. Staff are continuing to review current processes and best practices within the industry regarding these topics. Staff will continue to work with community partners and stakeholders to develop policies that are reflective of the goals of our County.