



Pender County

Agenda

**Board of County Commissioners Meeting
Monday, September 18, 2023 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC**

	Presenter	Page
1. CALL TO ORDER		
2. INVOCATION		
3. PLEDGE OF ALLEGIANCE		
4. ADOPTION OF AGENDA		
5. PUBLIC HEARING		
6. PUBLIC INFORMATION		
6.1. Opioid Presentation and Update Opioid Presentation and Update - Pdf	Moser	5 - 22
6.2. Pender County Extension 4-H Program Update Pender County Extension 4-H Program Update - Pdf	Spencer	23 - 51
7. PUBLIC COMMENT FOR AGENDA ITEMS		
8. CONSENT AGENDA		
8.1. Approve State Loan and Grant Funding Resolution for PFAS Treatment Evaluation AND Reverse Osmosis Water Plant Project FundingResolution PFASEvaluation ROWaterPlantProject - Pdf	Proctor	53 - 56
8.2. Present Use Value/Disabled Veteran Property releases due to approvals after billing but applications timely received Present Use Value/Disabled Veteran Property releases - Pdf	Radke	57 - 72
8.3. Approval of Budget Ordinance Amendment to Fund Construction for US421 CFPUA Water Interconnection BOA CFPUAWaterInterconnectionAtUS421Construction REVISED - Pdf	Proctor	73 - 74
8.4. Approval of Budget Ordinance Amendment to Reallocate Local Funds from Tank & Wells Project BOA ReallocateTank&WellsProjectFunds REVISED - Pdf	Proctor	75 - 76
8.5. The Town of Surf City's Requests for Easements Across County-owned Property Requests for Easements - Pdf	Buffkin	77 - 88
8.6. Approval of a Purchase Order to Cardinal Health in the amount of \$70,000 Cardinal Health Purchase Order - Pdf	Moser	89
8.7. Budget Ordinance Amendment to move restricted Permitting & Inspections funds from the general fund to the Reserve and Titles/Tags/Tax lines of the Inspections Department	Adams	91 - 92

[Budget Ordinance Amendment - Pdf](#)

- 8.8. Release request of the penalties on a 2022 tax bill due to the elderly exclusion not rolling in the system properly to the new year Radke 93 - 95

[Release Request - Pdf](#)

9. APPROVALS AND RESOLUTIONS

- 9.1. Seeking a Local Match for Funding and Permission to Transfer Funds from ROAP Allocation to 5310 Funding Grant Longenbach 97 - 104

[Pender Adult Services - Pdf](#)

- 9.2. Resolution Authorizing the Transfer of Pender Memorial Hospital Pursuant to G.S. 131E-8 Andrews 105 - 143

[Pender Memorial Hospital - Pdf](#)

- 9.3. Consideration of Approval of a Contract with Pond & Company for Design, Engineering, and Construction Administration for Central Pender Park Taylor 145 - 157

[Output Document \(AIR - 3347\) - Pdf](#)

- 9.4. Request to proceed with RFQ for new library based on results of public input Phillips-Bell 159 - 169

[Request to proceed with RFQ for new library based on results of public input - Pdf](#)

10. DISCUSSION

11. APPOINTMENTS

- 11.1. Re-appointments to the Advisory Board of Health Stanfield 171 - 178

[Applications for ABOH - Pdf](#)

12. MAPLE HILL WATER AND SEWER DISTRICT

13. ROCKY POINT WATER AND SEWER DISTRICT

- 13.1. Approve Resolution Accepting the Deed of Dedication of Water Distribution System for Bridgewater Landing 179 - 185

[Approve Resolution Accepting the Deed of Dedication of Water Distribution System for Bridgewater Landing - Pdf](#)

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

21. CLOSED SESSION (IF APPLICABLE).

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

23. ADJOURNMENT

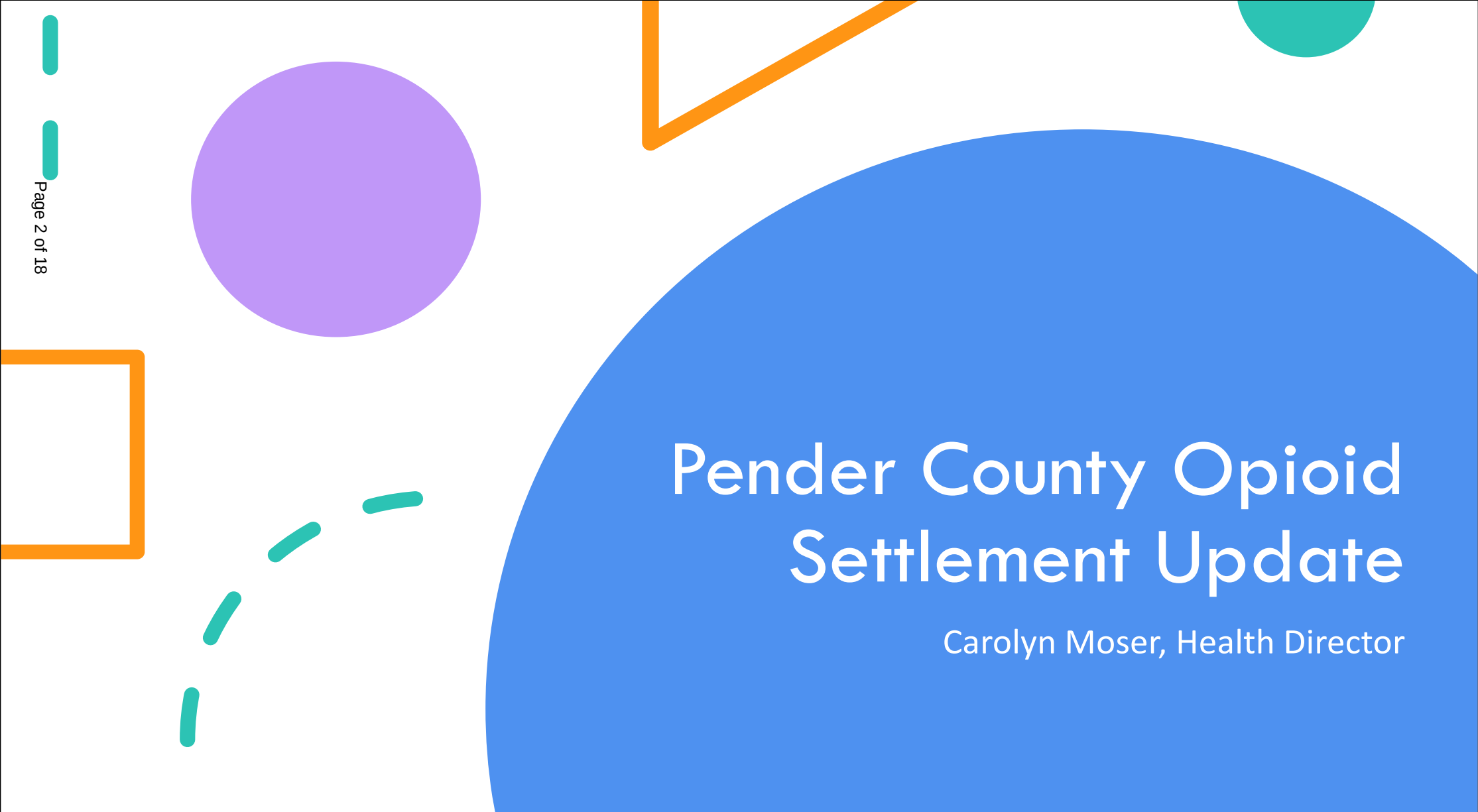


Pender County Public Information

TO: Board of County Commissioners
FROM: Carolyn Moser
DATE: September 18, 2023
SUBJECT: Opioid Presentation and Update

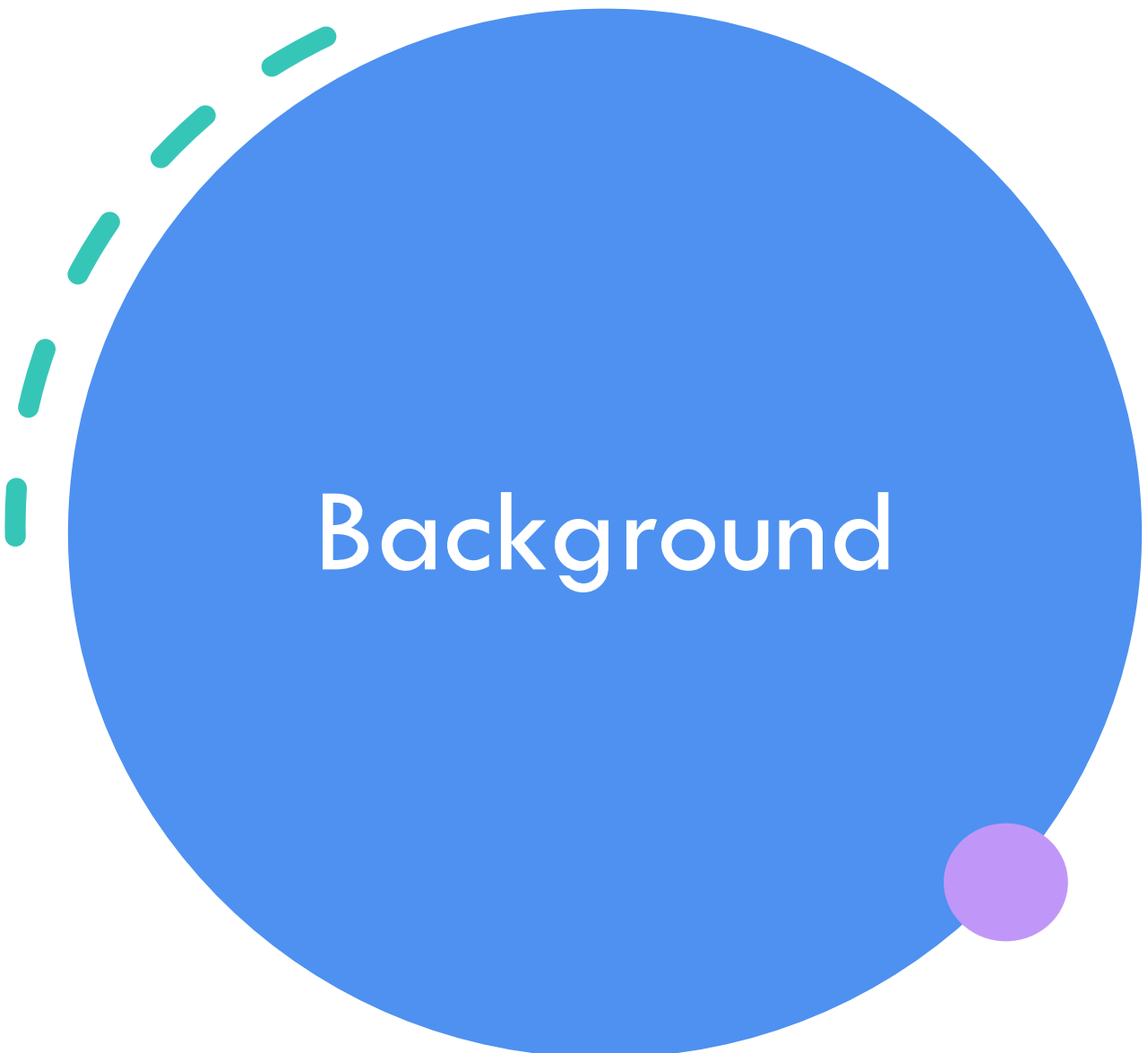
SUMMARY:

Carolyn Moser will provide an Opioid presentation and update



Pender County Opioid Settlement Update

Carolyn Moser, Health Director



National Opioid Settlement

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1

Nationwide litigation against three of the largest pharmaceutical distributors and manufacturers of opioid medications resulted in a national settlement.

2

North Carolina will receive \$750 million over an 18-year term with funds flowing to the state in April 2022

3

The state established a Memorandum of Agreement with each county. The Agreement is to serve as a guide for use and management of the funds.

September 18, 2023

Pender County Opioid Settlement Update

3

Strategy Options Identified in the MOA

Option A

High-Impact Opioid Abatement Strategies

- Collaborative Strategic Planning
- Evidence-Based Addiction Treatment
- Recovery Support Services
- Recovery Housing Support
- Employments-Related Services
- Early Intervention
- Naloxone Distribution
- Post-Overdose Response Team
- Syringe Service Program
- Criminal Justice Diversion Program
- Addiction Treatment for Incarcerated Persons
- Re-Entry Programs

Option B

Additional Opioid Remediation Activities

- Treat Opioid Use Support People in Treatment and Recovery
- Connect People who Need Help to the Health They May Need
- Address the Needs of Criminal Justice Involved Persons
- Address the Needs of Pregnant or Parenting Women and Their Families, Including Babies with Neonatal Abstinence Syndrome
- Prevent Over-Prescribing and Ensure Appropriate Prescribing and Dispensing of Opioids
- Prevent Misuse of Opioids
- Prevent Overdose Deaths and Other Harms
- First Responders
- Leadership, Planning and Coordination
- Training
- Research

Funding To Pender County

(Insert The Payment Table. Sample of Wake County attached)

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Pender County Opioid Settlement Update

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Opioid Impact in Pender County, 20

Enter Data Using Wake Example



Opioid Prevention Team

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A Pender County substance use prevention team began meeting at the end of 2017.

The health department served as the lead for this team. The team was comprised of:

*Health Department Staff *DSS Staff *Pender County Manager
*Pender County Sheriff's Department *Pender County EMS *Coastal Horizons
*Pender Memorial Hospital *Pender County Schools

Meetings were interrupted due to the COVID pandemic.

The team resumed monthly meetings in October 2022 with a change in membership that included:

*Health Department Staff *DSS Staff *Pender County Manager
*Pender County Sheriff's Department *Pender County Jail *Pender County EMS
*Trillium *Pender Memorial Hospital *Pender County Schools



Pender County Planning Activities

- The prevention team utilized the Memorandum of Agreement to assure compliance
- Monthly meetings were held to learn about resources for Pender County residences with presentations from a variety of Substance Use Prevention and/or mental health providers
- A GAP analysis was held to identify strengths, weaknesses, opportunities and threats (SWOT).
- Data from the N.C. Injury and Violence Prevention Branch was reviewed at each meeting
- Three community meetings were held in May and June in Surf City, Hampstead, and Burgaw to provide an overview of the Opioid Settlement Funding, a review of Option A strategies, and to receive community input and suggestions on strategies they felt were most important to consider



Identified County Strengths (from community meeting PPT)

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Identified County Strengths (from community meeting PPT)



Identified County Needs (from community meeting PPT)

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Identified County Needs (from community meeting PPT)

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Guiding Principles

Change colors from this orange and make this more attractive

Spend the
money to save
lives

Use evidence and data to
guide spending

Focus on equity and
people with lived
experience

Invest in
prevention or
root causes

Transparency and Accountability
for deciding where and how to
spend the funding

September 18, 2023

Pender County Opioid Settlement Update

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Team Recommendations of Identified Strategies

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Early Intervention

- Fund programs, services, or training to encourage early identification and intervention for children and adolescents who may be struggling with problematic use of drugs or mental health conditions. Training may target parents, family members, teachers, school staff, peers that are in contact with children and adolescents

Recovery Support Services

- Fund evidence-based recovery support services to support people in treatment or recovery, or people who use drugs in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, recovery housing, or other services and supports to improve their health and well-being

Evidence-Based Addiction Treatment

- Support evidence-based addiction treatment for opioid use disorder including Medication-Assisted Treatment, Office-Based Opioid Treatment, treatment offered in conjunction with justice system programs, or other community-based programs

Team Comments and Recommendations

- Opioid funding can be used for new initiatives or to enhance current services
- Funding is directed to substance use prevention and interventions as well as to mental health services and programs
- Preference to be given to High Impact strategies that can help influence the greatest number of residents
- Consider developing an RFA process for three-year timeframes that address one of the top three priorities. Yearly funding will be based on annual report from selected programs that identifies progress to date, meets established goals, and measures outcomes
- Allocate funding to the health department to support staff that are leading efforts in the collaborative strategic planning activities and on-going management of the opioid settlement processes

Next Steps

- Seek commissioner input on issues or concerns regarding the team's recommendations
- Present plans at next commissioner meeting for approval
- Request the board to adopt a resolution for the expenditure of opioid settlement funds at a future meeting prior to funding allocations
- On-going team responsibilities that include monitoring programs that receive funding
- Regular updates to commissioners



Recommended Opioid Settlement Funding Update

Pender County Opioid and
Substance Use Prevention Team

September 18, 2023

Pender County Opioid Settlement Update

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Pender County Pender County Extension 4-H Youth Development Program Update

TO: Board of County Commissioners
FROM: Traci Spencer - 4-H Youth Development Agent
DATE: September 18, 2023
SUBJECT: Pender County Extension 4-H Program Update

SUMMARY:

The Pender County Cooperative Extension 4-H Youth Development program is wrapping up a long, busy summer of day camps, week long camps and leadership camps for youth 5-19 years of age. We want to share some of the 4-H program highlights from this summer's programs with the Board and citizens of Pender County.

ACTION REQUESTED:

None. Public Information.

PENDER COUNTY 4-H

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- **Focus on Youth Development Age 5-19**

- **4-H's: Head, Heart, Hands, Health**

- **Motto:**

- **"I pledge my head to clearer thinking, my heart to greater loyalty, my hands to larger service and my health to better living for my club, my community, my country and my world"**

- **Public speaking, leadership, citizenship, health**

- **Summer Fun, Experiential Learning, Teen Leadership, Clubs, Community Service**

- **Volunteer Leaders and Community Partners**

- **Recognition**



PENDER COUNTY 4-H VOLUNTEERS



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Pender County 4-H Achievement Night: Be A Star with 4-H

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4-H PRESENTATIONS





4-H SUMMER FUN DAYS



Snoozin' at the Zoo

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Blueberry Day w/Pender County Parks & Rec

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Ecological Marine Adventures

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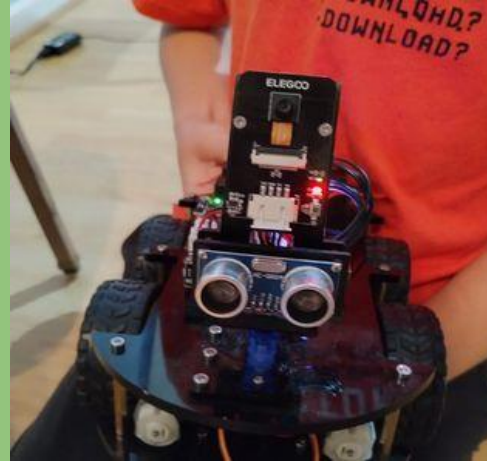
Bees, Worms & Soil

- Pender County Horticulture Agent
- Pender County Beekeepers Association



STEM

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Farm Art

w/Pender County Arts Council

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Pender County 4-H Night

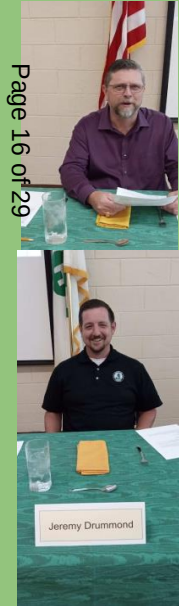
- Wilmington Sharks

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Cooking Around the World and Chopped Challenge

- Cooking Around the World - Cynthia Rivenbark, EFNEP PA
 - Chopped Challenge - Chef John Latour
 - Allen Vann, Jeremy Drummond - Judges



YCMA

– Nir & Camp Kirkwood

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4-H Citizenship Focus

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4-H Congress

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4-H Youth Voice



4-H Clubs

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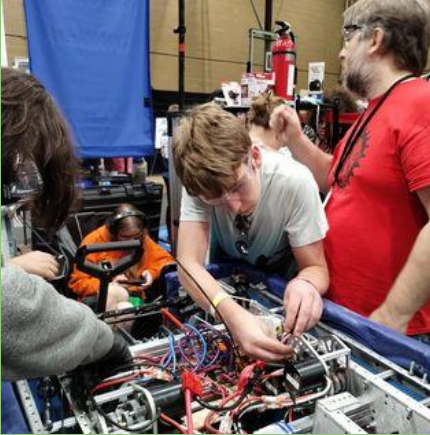
4-H Teen Council

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4-H Phoenix Robotics Club

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4-H Holly Shelter Shooting Sports



4-H Coastal Plains Chicken Show



4-H Down East Dairy Project



School Enrichment



4-H Embryology

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Community Service

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Our Future

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Pender County Request for Board Action

TO: Board of County Commissioners

FROM: James Proctor

DATE: September 18, 2023

SUBJECT: Approve State Loan and Grant Funding Resolution for PFAS Treatment Evaluation AND Reverse Osmosis Water Plant Project

SUMMARY:

This funding resolution covers applications for two separate projects. The first is a study of our existing water plant's effectiveness for removing PFAS compounds from our water supply. Funding has been provided to NC from the federal government for this purpose, and would be in the form of a grant (principal-forgiveness loan). Therefore, receiving this funding would be at no cost to Pender County and could help us plan for future needs for the water plant facility. We have been encouraged to apply for these funds by the funding agency and informed that we fully qualify for receiving these funds.

The second project funding request is for the proposed RO plant. The Rocky Point-Topsail Water & Sewer District has received four "Letter of Intent to Fund" documents for the Reverse Osmosis Water Plant project from the NCDEQ-Division of Water Infrastructure: one for \$20 million of ASADRA funding, another for \$3.75 million from the Drinking Water State Revolving Fund (DWSRF), and two more for \$25 million each from the DWSRF (\$73.75 million total). The current estimated total project cost has been recently increased to \$104.725 million due to inflationary pressures, so we have just over 70% of the total funding needed for the project. Our current plan is to continue applying for SRF funding, which has two funding cycles each year (Spring & Fall), due to its very favorable interest rate (0.18% on our current offers). We also plan to apply for USDA funding as soon as we have confirmed our current site is viable and the engineering report is completed.

The SRF program allows an application document to be considered for up to 2 funding cycles, not to exceed 12 months. We will request Chair Newton's signature on the applications when they are completed this month, and the resolution authorizes her to sign on behalf of the county.

The proposed resolution is required to be submitted with the application packages for SRF loan and/or grant consideration. If the resolution is not approved, the application package will be deemed incomplete and not considered.

ACTION REQUESTED:

Approve State Loan and Grant Funding Resolution for a PFAS Study and Reverse Osmosis Water Plant Project

ATTACHMENTS:

Resolution and Certification by Recording Officer

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

Of



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

RESOLUTION BY GOVERNING BODY OF PENDER COUNTY

WHEREAS, Pender County has need for and intends to construct, plan for, or conduct a study in projects described as *PFAS treatment alternatives study and a reverse osmosis water plant, well field, and associated piping and distribution improvements*, and

WHEREAS, Pender County intends to request State loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF PENDER COUNTY:

That Pender County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Pender County to make a scheduled repayment of the loan, to withhold from the Pender County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Board Chair Jacqueline Newton, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 18th day of September at the Pender County Public Assembly Room in Burgaw, North Carolina.

Jacqueline A. Newton, Chair
Pender County Board of Commissioners



P.O. Box 1015 South Walker Street, Burgaw, N.C. 28425

910-259-1200 Office | www.pendercountync.gov

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

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Clerk of Pender County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of Pender County duly held on the 18th day of September, 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of September, 2023.

David Andrews, Clerk to the Board



P.O. Box 5815 South Walker Street, Burgaw, N.C. 28425

910-259-1200 Office | www.pendercountync.gov



**Pender County
Release of Value due to Present Use
Value (PUV)/Disabled Veteran program
eligibility and timely received
applications processed after 2023 billing
occured**

TO: Board of County Commissioners
FROM: Melissa Radke
DATE: September 18, 2023
SUBJECT: Present Use Value/Disabled Veteran Property releases due to approvals
after billing but applications timely received

SUMMARY:

Due to the large number of applications received for all of our exclusion and deferment programs and the limited staff we have processing these applications yearly, some of these paplications are not processed prior to annual billing occurring. Due to this, there are multiple applications that need approval for a partial release or refund. All of these applications were received timely and qualify per NC statutes for their specific program exclusion or deferment amounts. If processed prior to billing they would have received this exemption or deferment on that tax bill.

Request #1: 2022 tax bill – Refund requested for \$2,882.74 for 356,996 in value for land that qualified for the PUV program but the application was never processed. The taxpayer made payment in full of \$5,714.38 on the 2022 tax bill on 10/11/2022. Total 2022 tax bill should have been \$2,831.64.

Request #2: 2022 tax bill – Refund requested for \$119.49 for 14,266 in value for land that qualified for the PUV program but the application was never processed. The taxpayer made payment in full of \$967.42 on 1/4/2023. Total 2022 tax bill should have been \$847.93.

Request #3: 2022 tax bill – Refund requested for \$334.59 for 39,479 in value for land that qualified for the PUV program but the application was never processed. The taxpayer made payment in full of \$825.47 on 1/4/2023. Total 2022 tax bill should have been \$490.88.

Request #4: 2022 tax bill – Refund requested for \$2,086.97 for 249,190 in value for land that qualified for the PUV program but the application was never processed. The taxpayer made payment in full of \$2,695.82 on 10/17/22. Total 2022 tax bill should have been \$608.85.

Request #5: 2022 tax bill – Refund requested for \$1,051.96 for 130,275 in value for land that qualified for the PUV program but the application was never processed. The taxpayer made payment in full of \$1,306.14 on 10/17/22. Total 2022 tax bill should have been \$254.18.

Request #6: 2023 tax bill – Release requested for \$373.51 for 45,000 in value for Disabled Veteran exclusion that was unable to be processed for the 2023 tax year. Taxpayer qualifies and application was received timely.

Request #7: 2023 tax bill - Release requested for \$416.26 for 45,000 in value for Disabled Veteran exclusion that was unable to be processed for the 2023 tax year. Taxpayer qualifies and application was received timely.

Request #8: Release requested for \$416.26 for 45,000 in value for Disabled Veteran exclusion that was unable to be processed for the 2023 tax year. Taxpayer qualifies and application was received timely.

Request #9: Release requested for \$416.26 for 45,000 in value for Disabled Veteran exclusion that was unable to be processed for the 2023 tax year. Taxpayer qualifies and application was received timely.

Request #10: Release requested for \$416.26 for 45,000 in value for Disabled Veteran exclusion that was unable to be processed for the 2023 tax year. Taxpayer qualifies and application was received timely.

Request #11: Release requested for \$373.51 for 45,000 in value for Disabled Veteran exclusion that was unable to be processed for the 2023 tax year. Taxpayer qualifies and application was received timely.

Request #12: Release requested for \$373.51 for 45,000 in value for Disabled Veteran exclusion that was unable to be processed for the 2023 tax year. Taxpayer qualifies and application was received timely.

Request #13: Release requested for \$378.04 for 40,217 in value for Present Use Value Deferment that was unable to be processed for the 2023 tax year. Taxpayer qualifies and application was received timely.

ACTION REQUESTED:

Approve the recommended releases and refunds due to the approved deferment or exclusion programs that should have been processed by our office but were not done prior to billing.



PENDER COUNTY REFUND/RELEASE REQUEST

☐ RELEASE
☒ REFUND

DATE: 9-6-23

TAX YEAR: 2022

VALUE TO BE RELEASED/REFUNDED:
356,996

ACCOUNT #: _____

BILL #: 73

PARCEL #: 2229-74-9308-000

NAME ON ACCT:

Barnhill, Chester + Claudia

DESCRIPTION OF ITEM TO BE

RELEASED/REFUNDED:

392.30 ac tr PB65/136

- PUV app

REASON FOR REFUND/RELEASE REQUEST:

This app was in on time
for the 2022 year. It
was missed getting
processed. PUV

Charge Code	Tax Rate	Tax Amount
COUNTY	.00045	2302.62
CITY		
FIRE	.0007	249.90
EMS	.000925	330.22
INTEREST		
SOLID WASTE		
TOTAL		2,882.74

APPROVAL:

Requestor Signature:

[Signature]

Tax Administrator Signature:

[Signature]

9/6/23

\$5,714.38 paid 10/11/22

\$2,831.64 should have been paid w/ PUV



PENDER COUNTY REFUND/RELEASE REQUEST

☐ RELEASE
☒ REFUND

DATE: 9-4-23

TAX YEAR: 2022

VALUE TO BE RELEASED REFUNDED:
14,266

ACCOUNT #: _____

BILL #: 18056

PARCEL #: 3246-29-3697-0000

NAME ON ACCT:

Hadnot Farm Investment

DESCRIPTION OF ITEM TO BE

RELEASED REFUNDED:

Cell 41 ac remnant tr

PB 19137 Puv app

Charge Code	Tax Rate	Tax Amount
COUNTY	.00645	92.02
CITY		
FIRE	.0010	14.27
EMS	.000925	13.20
INTEREST		
SOLID WASTE		
TOTAL		119.49

REASON FOR REFUND/RELEASE REQUEST:

This app was in on time
for the 2022 year. It
was missed getting
processed. Puv

APPROVAL:

Requestor Signature:

[Signature]

Tax Administrator Signature:

[Signature] 9/6/23

\$967.42 paid 1/4/23

\$847.93 should have been paid w/ app



PENDER COUNTY REFUND/RELEASE REQUEST

☐ RELEASE
☒ REFUND

DATE: 9-6-23

TAX YEAR: 2022

VALUE TO BE RELEASED/REFUNDED:
39,479

ACCOUNT #: _____

BILL #: 6100

PARCEL #: 2299-74-6367-0000

NAME ON ACCT:

Garris, Donald

DESCRIPTION OF ITEM TO BE

RELEASED/REFUNDED

36,60 ac PB 43/144

-PUV app-

REASON FOR ~~REFUND~~/RELEASE REQUEST:

This app was in on time
for the 2022 year. It
was missed getting
processed. PUV

Charge Code	Tax Rate	Tax Amount
COUNTY	.00045	254.64
CITY		
FIRE	.0011	43.43
EMS	.000925	36.52
INTEREST		
SOLID WASTE		
TOTAL		334.59

APPROVAL:

Requestor Signature:

[Signature]

Tax Administrator Signature:

[Signature] 9/6/23

\$825.47 paid 1/4/2023

\$490.88 should have been paid w/ PUV



PENDER COUNTY REFUND/RELEASE REQUEST

☐ RELEASE
☒ REFUND

DATE: 9-6-23

TAX YEAR: 2022

VALUE TO BE RELEASED/REFUNDED:

249,190

ACCOUNT #: _____

BILL #: 6426

PARCEL #: 2352-46-7276-0000

NAME ON ACCT:

Tri-State Land & Timber LLC

DESCRIPTION OF ITEM TO BE

RELEASED/REFUNDED

OFF MS 1211 SOF
421 PB 7/60 PUV
app

REASON FOR REFUND/RELEASE REQUEST:

This app was in on time
for the 2022 year. It
was missed getting
processed. PUV.

Charge Code	Tax Rate	Tax Amount
COUNTY	.00645	1607.28
CITY		
FIRE	.0010	249.19
EMS	.000925	230.50
INTEREST		
SOLID WASTE		
TOTAL		2086.97

APPROVAL:

Requestor Signature:

[Signature]

Tax Administrator Signature:

[Signature] 9/6/23

\$2695.82 paid 10/17/22

\$1008.85 should have been paid w/PUV.



PENDER COUNTY REFUND/RELEASE REQUEST

☐ RELEASE
☒ REFUND

DATE: 9-6-23

TAX YEAR: 2022

VALUE TO BE RELEASED/REFUNDED:
130,275

ACCOUNT #: _____

BILL #: 134

PARCEL #: 2234-32-8592-000

NAME ON ACCT:
Tri-State Land & Timber LLC

DESCRIPTION OF ITEM TO BE
RELEASED/REFUNDED:
Rexford Squires Tract E1S1105
- PUV app-

REASON FOR REFUND/RELEASE REQUEST:
This app was in on time
for the 2022 year. It
was missed getting
processed. PUV.

Charge Code	Tax Rate	Tax Amount
COUNTY	.00645	840.27
CITY		
FIRE	.0007	91.19
EMS	.000925	120.50
INTEREST		
SOLID WASTE		
TOTAL		1051.96

APPROVAL:

Requestor Signature:
[Signature]

Tax Administrator Signature:
[Signature] 9/6/23

\$1306.14 paid 10/17/22
\$254.18 should have been paid w/ PUV



PENDER COUNTY REFUND/RELEASE REQUEST

Request #1

☒ RELEASE
☐ REFUND

DATE: 8-23-23

TAX YEAR: 2023

VALUE TO BE RELEASED/REFUNDED:

40,217

ACCOUNT #: _____

BILL #: 12441

PARCEL #: 3224-09-7523-0000

NAME ON ACCT:

Coleman, Nathaniel

DESCRIPTION OF ITEM TO BE

RELEASED/REFUNDED:

PW amount

REASON FOR REFUND/RELEASE REQUEST:

PW was not processed
in time for billing. Info
was in on time.

Charge Code	Tax Rate	Tax Amount
COUNTY	.007375	296.60
CITY		
FIRE	.0011	44.24
EMS	.000925	37.20
INTEREST		
SOLID WASTE		
TOTAL		378.04

APPROVAL:

Requestor Signature:

Kally Futrell

Tax Administrator Signature:

Melissa Rodke 9/1/23



PENDER COUNTY REFUND/RELEASE REQUEST

☒ RELEASE
☐ REFUND

DATE: 9-6-23

TAX YEAR: 2023

VALUE TO BE ~~RELEASED~~/REFUNDED:

45,000

ACCOUNT #: _____

BILL #: 48383

PARCEL #: 4235-25-9109-

NAME ON ACCT:
Pinkert, Christopher /
Doris

DESCRIPTION OF ITEM TO BE

~~RELEASED~~/REFUNDED:

LT 39B PBW 1/23

DV exemption app

REASON FOR REFUND/~~RELEASE~~ REQUEST:

app was in by due date
but not able to be
processed in time

Charge Code	Tax Rate	Tax Amount
COUNTY	.007375	331.88
CITY		
FIRE		
EMS	.000925	41.63
INTEREST		
SOLID WASTE		
TOTAL		373.51

APPROVAL:

Requestor Signature:

Raella Futrell

Tax Administrator Signature:



PENDER COUNTY REFUND/RELEASE REQUEST

☒ RELEASE
☐ REFUND

DATE: 9-6-23

TAX YEAR: 2023

VALUE TO BE RELEASED/REFUNDED:

45,000

ACCOUNT #: _____

BILL #: 27580

PARCEL #: 3293-63-0056

NAME ON ACCT:

Nixon, Catherine +
James

DESCRIPTION OF ITEM TO BE

RELEASED/REFUNDED:

LT 1 PB 42/52

DV exemption app

REASON FOR REFUND/RELEASE REQUEST:

app was in by due date
but not able to be
processed in time

Charge Code	Tax Rate	Tax Amount
COUNTY	.007375	331.88
CITY		
FIRE	.000950	42.75
EMS	.000925	41.63
INTEREST		
SOLID WASTE		
TOTAL		416.26

APPROVAL:

Requestor Signature:

Kathy Futchell

Tax Administrator Signature:



PENDER COUNTY REFUND/RELEASE REQUEST

☒ RELEASE
☐ REFUND

DATE: 9-6-23

TAX YEAR: 2023

VALUE TO BE RELEASED/REFUNDED:

45,000

ACCOUNT #: _____

BILL #: 41790

PARCEL #: 4214-94-11634

NAME ON ACCT:

Marshall, Sharon

DESCRIPTION OF ITEM TO BE

RELEASED/REFUNDED:

LOT 5 Maxes Landing
24 Pg 29- DV Exemption
app

REASON FOR REFUND/RELEASE REQUEST:

app was in by due date
but not able to be
processed in time

Charge Code	Tax Rate	Tax Amount
COUNTY	.00735	331.88
CITY		
FIRE	.000950	42.75
EMS	.000925	41.63
INTEREST		
SOLID WASTE		
TOTAL		416.26

APPROVAL:

Requestor Signature:

Kathy Futhrell

Tax Administrator Signature:



PENDER COUNTY REFUND/RELEASE REQUEST

☒ RELEASE
☐ REFUND

DATE: 9-6-23

TAX YEAR: 2023

VALUE TO BE RELEASED/REFUNDED:

45,000

ACCOUNT #: _____

BILL #: 42589

PARCEL #: 4215-62-0996-000

NAME ON ACCT:

Rhinehart, Christopher +
January

DESCRIPTION OF ITEM TO BE

RELEASED/REFUNDED:

Lt 187, PB 3514
DV exemption app

REASON FOR REFUND/RELEASE REQUEST:

app was in by due date
but not able to be
processed in time

Charge Code	Tax Rate	Tax Amount
COUNTY	.00735	331.88
CITY		
FIRE	.00450	42.75
EMS	.00925	41.63
INTEREST		
SOLID WASTE		
TOTAL		416.26

APPROVAL:

Requestor Signature:

Kayla Futwell

Tax Administrator Signature:



PENDER COUNTY REFUND/RELEASE REQUEST

☒ RELEASE
☐ REFUND

DATE: 9-6-23

TAX YEAR: 2023

VALUE TO BE RELEASED/REFUNDED:

45,000

ACCOUNT #: _____

BILL #: 26814

PARCEL #: 3293-01-5961-000

NAME ON ACCT:

Nowocien, Andrew
Garritano, Lauren

DESCRIPTION OF ITEM TO BE

RELEASED/REFUNDED:

LT 14 PB 65/29
PV exemption app

REASON FOR REFUND/RELEASE REQUEST:

app was in by due date
but not able to be
processed in time

Charge Code	Tax Rate	Tax Amount
COUNTY	.00733	331.88
CITY		
FIRE	.000950	42.75
EMS	.000925	41.63
INTEREST		
SOLID WASTE		
TOTAL		416.26

APPROVAL:

Requestor Signature:

Camila Furtwell

Tax Administrator Signature:



PENDER COUNTY REFUND/RELEASE REQUEST

☒ RELEASE
☐ REFUND

DATE: 9-1-23

TAX YEAR: 2023

VALUE TO BE RELEASED/REFUNDED:

45,000

ACCOUNT #: _____

BILL #: 24510

PARCEL #: 3283-82-9902-000

NAME ON ACCT:

Stolk, Madeline,
Roger

DESCRIPTION OF ITEM TO BE

RELEASED/REFUNDED:

Lt 28 PB 22/153
- DV exemption app -

REASON FOR REFUND/RELEASE REQUEST:

app was in by due date,
but not able to
be processed in time

Charge Code	Tax Rate	Tax Amount
COUNTY	.007375	331.89
CITY		
FIRE	.000950	42.75
EMS	.000925	41.63
INTEREST		
SOLID WASTE		
TOTAL		416.27

APPROVAL:

Requestor Signature:

Kayla Futwell

Tax Administrator Signature:



PENDER COUNTY REFUND/RELEASE REQUEST

☒ RELEASE
☐ REFUND

DATE: 9-6-23

TAX YEAR: 2023

VALUE TO BE RELEASED/REFUNDED:

45,000

ACCOUNT #: _____

BILL #: 49613

PARCEL #: 4235-56-564-000

NAME ON ACCT:

Smith, Rosslyn
Russell, Robert

DESCRIPTION OF ITEM TO BE

RELEASED/REFUNDED:

LT 33 PB 66/64
DV exemption app

REASON FOR REFUND/RELEASE REQUEST:

app was in by due date
but not able to be
processed in time

Charge Code	Tax Rate	Tax Amount
COUNTY	.00735	331.88
CITY		
FIRE		
EMS	.00925	41.63
INTEREST		
SOLID WASTE		
TOTAL		373.51

APPROVAL:

Requestor Signature:

Karen Futrell

Tax Administrator Signature:



PENDER COUNTY REFUND/RELEASE REQUEST

☒ RELEASE
☐ REFUND

DATE: 9-5-23

TAX YEAR: 2023

VALUE TO BE RELEASED/REFUNDED:

45,000

ACCOUNT #: _____

BILL #: 49225

PARCEL #: 423571250000

NAME ON ACCT:

Gri-faldo, Jamie +
Christina

DESCRIPTION OF ITEM TO BE

RELEASED/REFUNDED:

Lt 3 PB 33165
DV exemption app

Charge Code	Tax Rate	Tax Amount
COUNTY	.00735	331.88
CITY		
FIRE		
EMS	.000925	41.63
INTEREST		
SOLID WASTE		
TOTAL		373.51

REASON FOR REFUND/RELEASE REQUEST:

app was in by due date,
but not able to
be processed in time

APPROVAL:

Requestor Signature:

Caulla Futrell

Tax Administrator Signature:



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: James Proctor
DATE: September 18, 2023
SUBJECT: Approval of Budget Ordinance Amendment to Fund Construction for US421 CFPUA Water Interconnection

SUMMARY:

Pender County entered into an interlocal agreement with Cape Fear Public Utilities Authority on February 22, 2022 regarding the provision of water and sewer services for portions of the Pender Commerce Park along the border between Pender and New Hanover Counties and extending into New Hanover. As part of the agreement, PCU and CFPUA agreed to construct an emergency water interconnection between the two utilities at the county line. Each utility is responsible for extending their own water line to the joint border. CFPUA has begun design work and is moving forward with their part of the project.

The current FY24 budget includes funds for the construction work to extend PCU's water pipeline within Fund 72 (Org 072) under Capital Outlay (072-407400). This request to approve a budget ordinance amendment will move those funds to the proper capital project account (Fund 86 Project # 6967).

ACTION REQUESTED:

Approve Budget Ordinance Amendment for US421 CFPUA Water Interconnection project

ATTACHMENTS:

Budget Ordinance Amendment

Pender County Budget Ordinance Amendment

Page 2 of 2

Fiscal YearFY 2023-2024

Department072 - WATER OPERATIONS

Division, Program, Project, etc. Fund Construction for US421 CFPUA Water Interconnection from FY24 budgeted funds in 072 for the project

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	86-399072-6967	Transfer from Fund 72	600000
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	86-407460-6967	Construction	600000
2	072-407400	Capital Outlay	-600000
3	072-490000	Transfer to CIP	600000
4			
5			
6			
7			
8			
9			
10			

Total Revenues600000

Total Expenditures600000

Budget Amendment Balances when Zero.0

Prepared By:Kenny Keel

Emailkkeel@pendercountync.gov



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: James Proctor
DATE: September 18, 2023
SUBJECT: Approval of Budget Ordinance Amendment to Reallocate Local Funds
from Tank & Wells Project

SUMMARY:

The ASADRA loan/grant approval by the LGC for the elevated tank & wells project was delayed in 2022 due to the escalations of costs of the project and completion of the county audit. Since the project was critical to proceed, we utilized some funds that had been budgeted for other projects and also used some of the enterprise fund balance. We finally received LGC approval last month, so now the previously "borrowed" funds can be returned to their original locations. The total of this budget ordinance amendment is less than the actual construction contract amount since a portion of the construction loan had already been allocated in the project budget.

The requested budget ordinance amendment returns funds to the meter change-out (AMI) project, Batson Road water extension project, and supplements the construction budget for the US 421 Sewer project since expected construction costs exceed the amount previously budgeted. A portion of the funds will return to the enterprise fund balance.

ACTION REQUESTED:

Approve budget ordinance amendment to reallocate funds from the tank & wells project

ATTACHMENTS:

Budget Ordinance Amendment

Pender County Budget Ordinance Amendment

Page 2 of 2

Fiscal YearFY 2023-2024

Department072 - WATER OPERATIONS

Division, Program, Project, etc. Reallocate Local Funds from Tank & Wells
Project utilized until loan funds were approved
by the LGC

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	61-335299	ASADRA Loan	5600740
2	86-399072-6968	Transfer from Fund 72	425000
3	86-399072-6963	Transfer from Fund 72	3500000
4	072-397061	Transfer from Fund 61	5600740
5	72-399000	Fund Balance Appropriated	-1475740
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	86-407460-6968	Construction (Batson Rd water extension)	425000
2	86-407460-6963	Construction (US 421 Sewer project	3500000
3	072-404500	Contracted Services (for AMI consulting)	200000
4	61-409072	Transfer to Fund 72	5600740
5	072-490000	Transfer to CIP	3925000
6			
7			
8			
9			
10			

Total Revenues13650740

Total Expenditures13650740

Budget Amendment Balances when Zero.0

Prepared By:Kenny Keel

Emailkkeel@pendercountync.gov



Pender County The Town of Surf City's Requests for Easements Across County-owned Property

TO: Board of County Commissioners
FROM: Patrick Buffkin
DATE: September 18, 2023
SUBJECT: The Town of Surf City's Requests for Easements Across County-owned Property

SUMMARY:

By letter dated August 30, 2023, the Town of Surf City has requested easements across County-owned property located in the 800 block of N. Topsail Dr. The purpose of the easement is to undertake beach renourishment project with the Army Corps of Engineers, and the Town States that it has sent similar requests to multiple beach front property owners. Included with the letter are easement agreements that are in a form that may be executed by appropriate County officials and a preliminary survey that identifies the placement of the requested easements. The requested easements include an area that is between the mean high-water line of the Atlantic Ocean and the landward side of the construction easement line as depicted on the preliminary survey. The Town requests the County's response by December 15, 2023.

The relevant properties are two townhouse lots that the County acquired by tax foreclosure sale in 2016. Arial photography of the area is included in the backup materials for this agenda item, with a red arrow identifying the location of the two lots.

Section 160A-273 of the North Carolina General Statutes authorizes local governments to grant easements over, through, under, or across any property owned by a local government. The attached resolution is in a form that would authorize the execution of the easements.

Staff recommends approval of the attached resolution.

ACTION REQUESTED:

Approval of the attached resolution, authorizing the execution of two easement agreements with the Town of Surf City.

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
AUTHORIZING THE EXECUTION OF EASEMENT AGREEMENTS WITH THE
TOWN OF SURF CITY FOR BEACH RENOURISHMENT PROJECTS**

WHEREAS, Pender County, North Carolina (the "County") owns certain real property located in the 800 block of N. Topsail Dr. in the Town of Surf City, consisting of two townhouse lots of approximately 0.015 acres each ("the Lots"); and

WHEREAS, the Town of Surf City has requested that the County grant easements over and across the Lots for the purpose of undertaking a beach renourishment project with the U.S. Army Corps of Engineers; and

WHEREAS, pursuant to N.C. Gen. Stat. §§ 153A-176 and 160A-273 the County is authorized to grant easements over, through, under, or across any County owned-property; and

WHEREAS, the Board of Commissioners, having considered this matter in open session at its regular meeting on September 18, 2023, determined that authorizing the easements was appropriate and serves the public interest.

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

1. The easements over County-owned property identified as Pender County Parcel IDs 4245-22-9056-0000 and 4245-22-3077-0000 as requested by the Town of Surf City to facilitate its beach renourishment project with the US Army Corps of Engineers shall be, and the same are hereby, a granted.
2. The officers of the County are hereby authorized and directed to execute the Beach Nourishment Perpetual Easement Agreements included in the Board agenda packet with this resolution.
3. Upon execution, the Beach Nourishment Perpetual Easement Agreements shall be promptly sent to the Town Clerk of the Town of Surf City.

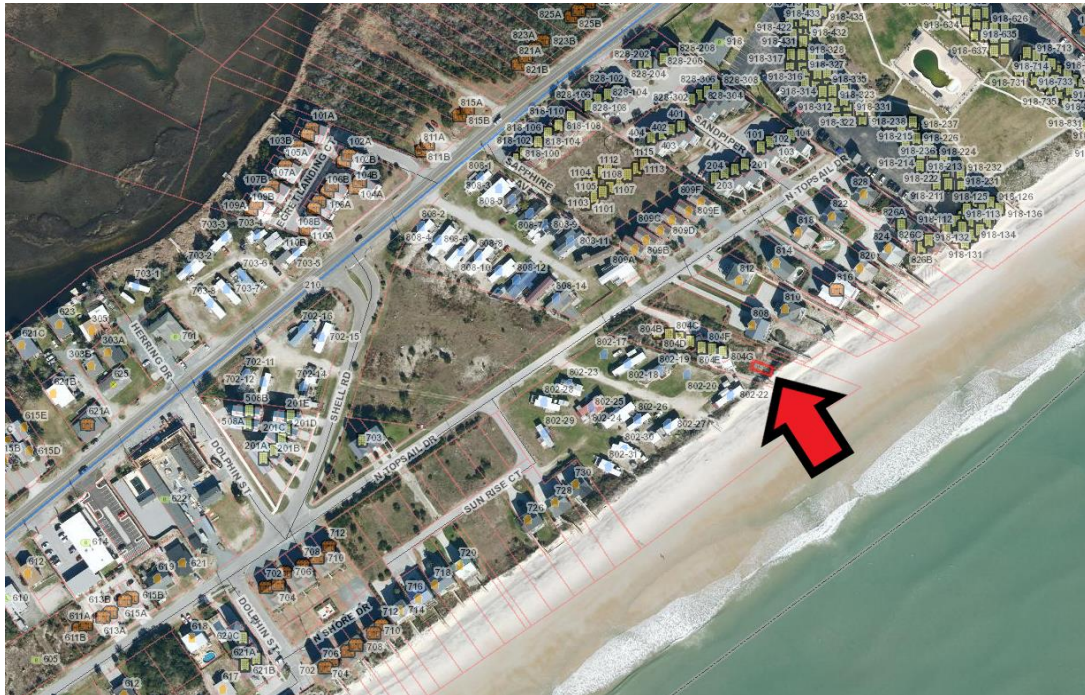
4. This resolution is effective upon its adoption.

Adopted by the Pender County Board of Commissioners this the ____ day of _____, 2023.

Jacqueline A. Newton,
Chair of the Board of Commissioners

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

Location of County-owned Lots where the Town of Surf City has Requested Easements





Town of Surf City

Teresa B. Batts, Mayor
Donald R. Helms, Mayor Pro-Tem
John Koloski, Councilman

William J. Fowler, Councilman
Jeremy Shugarts, Councilman
Hugh Cannady, Councilman

Date: August 30, 2023

Re: Request for Easement

Dear Surf City Oceanfront Property Owner:

The Town of Surf City has been planning a beach nourishment project with the United States Army Corps of Engineers for many years to preserve the biggest asset of the community, the beach itself, and to provide protection and resiliency during and after each hurricane season. This federal project will significantly increase the amount of sand on Surf City beaches by constructing a new dune that is projected to be 25 feet (ft) wide at an elevation of 15 ft above NGVD 29 and a berm with a crown width of 50 ft and a top elevation of 7 ft above NGVD 29 (more information is available on the Town's website, www.surfcitync.gov). Each oceanfront property owner was sent an easement document to sign and return. Currently, we have not received any easement documents back for your oceanfront property. For your convenience, we have included the easement paperwork for review and execution.

The United States Army Corps of Engineers plans to begin construction of the project beginning in 2024. Prior to construction, the Town must have executed easements to initiate the project. This area is specifically described in the enclosed easement.

We are asking for your approval to construct and maintain the project on a specific area of your property. All owners having an interest in the property must sign an easement. Please return the easement with notarized signatures no later than December 15, 2023. Notary services are available at Town Hall should you need them. Please return signed easements to:

Town of Surf City – Easements
P.O. Box 2475, Surf City, NC 28445

If you have any questions on the Town's beach nourishment project or need to request another copy of the easement, please call the Town at 910-328-4131.

Sincerely,

Carla Citarelli
Town Clerk

BEACH NOURISHMENT PERPETUAL EASEMENT AGREEMENT
Pender County Parcel ID: 4245-22-9077-0000

STATE OF NORTH CAROLINA

COUNTY OF _____

GRANTOR(S): Pender County

GRANTEE: TOWN OF SURF CITY

TERM: PERPETUAL BEACH STORM DAMAGE REDUCTION/BEACH NORISHMENT
EASEMENT

This Easement, is made and entered into this the ____ day of _____, 2023, by and between Pender County, hereinafter collectively referred to as Grantor, and the Town of Surf City, North Carolina, a North Carolina municipal corporation, 214 W. Florence Way or PO Box 2475, hereinafter referred to as the Town or Grantee.

Grantor is the owner in fee simple of certain real Property identified as Parcel 4245-22-9077-0000, situated in the Town of Surf City, Pender County, North Carolina and more particularly described in that deed recorded in Book 4420, beginning at Page 145, Pender County Registry (hereinafter referred to as the "Property"), and Grantor desires to grant a perpetual easement to the Town for the specific purposes stated below, reserving however all littoral rights and other rights of access to the Atlantic Ocean and adjacent ocean beaches, and the Town has agreed to accept such easement from Grantor.

NOW, THEREFORE, for valuable consideration, including the benefits Grantor will derive therefrom, the receipt of which is hereby acknowledged, Grantor has dedicated, bargained and conveyed and by these presents does hereby dedicate, grant and convey to the Town, its successors and assigns, a perpetual, irrevocable and assignable easement and right-of-way in, on, over, through and across the Easement Area (as defined below) for use by the Town of Surf City, its representatives, agents, contractors, and assignees, for the following permitted activities and purposes:

Evaluating, surveying, inspecting, constructing, preserving, irrigating, patrolling, protecting, operating, maintaining, repairing, rehabilitating and replacing a public beach, a dune system, and other similar erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms [and dunes]; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the beach, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement, reserving, however, to the

grantor(s), (his) (her) (its) (their) (heirs), successors and assigns, the right to construct dune overwalk structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from the Town and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the grantor(s), (his) (her) (its) (their) (heirs), successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

The permitted activities within the Easement Area include the evaluating, surveying, inspecting, constructing, preserving, irrigating, patrolling, protecting, operating, maintaining, repairing, rehabilitating and replacing a public beach, a dune system, and other similar, permitted erosion control and storm damage reduction measures together with appurtenances thereto, specifically including the right to deposit sand together with the right of public use and access over such deposited sand; accomplishing any alterations of contours within the Easement Area; constructing berms and dunes; planting vegetation on berms and dunes; erecting, maintaining and removing silt screens and sand fences; facilitating preservation of dunes and vegetation through limitation of public access to dune areas; trimming, cutting, felling and removing from said Easement Area all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within said Easement Area; periodically nourishing and re-nourishing the wet and dry sand beaches within said Easement Area; and performing any other work necessary and incident to the construction, periodic renourishment and maintenance of any of the Town's FEMA/federal storm mitigation projects, sand placement from navigation projects, and beach nourishment projects, including any amendments thereto and/or additional related project permits, to include future renewals and extensions of such projects or similar projects of the same nature ("Activities").

Easement area: The Easement Area shall be that portion of the Property located between the mean high-water line of the Atlantic Ocean, and the landward side of the construction easement line as depicted on the plat attached hereto as Exhibit A and incorporated herein by reference.

Grantor Reserved Rights. The Grantor reserves the right to install sand walkovers to the extent allowed by any applicable Federal, State or local laws or regulations, provided that such sand walkovers shall not violate the integrity of the dune in shape, dimension, or function.

Other Conditions:

- a) Grantee has no responsibility to restore or repair damages within the easement area or the Property caused by natural forces/ Acts of God;
- b) Grantee makes no representations on sand volume, if any, to be placed on or in front of the Property or protective effects the Activities will provide the Property;
- c) Grantor acknowledges (i) any raised lands created seaward of a pre-project mean high water line becomes the Property of the State of North Carolina; (ii) the fluctuating state of the ocean beach; and (iii) Grantee makes no representation on the precise location of either the most seaward boundary of the Property or the most landward extent of the public trust beach;
- d) Grantor acknowledges that both the wet sand beach and/or the dry sand beach seaward of the first line of vegetation are subject to long standing public user rights, which Grantor represents and agrees add value to all Property owners on and surrounding the wet and dry sand ocean beaches located within the Town of Surf City, including rights of all members of the public to use and enjoy the dry and wet sand ocean beaches within the Easement Area on Grantor's Property;

- e) This Easement binds Grantor, runs with the title to the Property;
- f) Grantor and signatories acting on its behalf warrant and covenant that;
 - a. Grantor's title to the Property is free and discharged from all right, title claim or interest of the Grantor or anyone claiming by, through or under, Grantor that prohibits Grantor from conveying this easement;
 - b. Grantor will hold harmless, indemnify, and defend Grantee from such claims; and
 - c. All signatories executing this instrument on behalf of Grantor have authority to do so.
- g) Grantee shall have the right to temporarily or permanently assign this easement to the federal, state, or county governments, or any agencies or department thereof or any governmental authority formed to implement beach nourishment, renourishment and/or stabilization related to the Town of Surf City's FEMA/federal storm mitigation projects, sand placement from navigation projects, and beach nourishment projects, including any amendments thereto and/or additional related project permits, to include future renewals and extensions of such projects or similar projects of the same nature.

IN WITNESS WHEREOF this instrument is executed by the Grantor under seal, and if an entity, Grantor has caused this instrument to be signed in the entity name by its duly authorized agent and its seal to be hereunto affixed, and IN TESTIMONY WHEREOF, the Grantor has executed this Easement this the ____ day of _____, 2023.

Signature: _____
 Print name: _____

Signature: _____
 Print name: _____

STATE OF _____

COUNTY OF _____

I, _____,
 a Notary Public of the County and State
 Aforesaid, Certify that
 _____ and

Personally appeared before me this day and
 acknowledged the execution of the foregoing
 Instrument.

Witness my hand and official stamp or seal,
 this ____ day of _____, 2023.

 Notary Public Signature

 Notary Public printed name

My commission expires: _____ (Seal)

Signature: _____
 Print name: _____

Signature: _____
 Print name: _____

STATE OF _____

COUNTY OF _____

I, _____,
 a Notary Public of the County and State
 Aforesaid, Certify that
 _____ and

Personally appeared before me this day and
 acknowledged the execution of the foregoing
 Instrument.

Witness my hand and official stamp or seal,
 this ____ day of _____, 2023.

 Notary Public Signature

 Notary Public printed name

My commission expires: _____ (Seal)

BEACH NOURISHMENT PERPETUAL EASEMENT AGREEMENT
Pender County Parcel ID: 4245-22-9056-0000

STATE OF NORTH CAROLINA

COUNTY OF _____

GRANTOR(S): Pender County

GRANTEE: TOWN OF SURF CITY

TERM: PERPETUAL BEACH STORM DAMAGE REDUCTION/BEACH NORISHMENT
EASEMENT

This Easement, is made and entered into this the ____ day of _____, 2023, by and between Pender County, hereinafter collectively referred to as Grantor, and the Town of Surf City, North Carolina, a North Carolina municipal corporation, 214 W. Florence Way or PO Box 2475, hereinafter referred to as the Town or Grantee.

Grantor is the owner in fee simple of certain real Property identified as Parcel 4245-22-9056-0000, situated in the Town of Surf City, Pender County, North Carolina and more particularly described in that deed recorded in Book 4420, beginning at Page 145, Pender County Registry (hereinafter referred to as the "Property"), and Grantor desires to grant a perpetual easement to the Town for the specific purposes stated below, reserving however all littoral rights and other rights of access to the Atlantic Ocean and adjacent ocean beaches, and the Town has agreed to accept such easement from Grantor.

NOW, THEREFORE, for valuable consideration, including the benefits Grantor will derive therefrom, the receipt of which is hereby acknowledged, Grantor has dedicated, bargained and conveyed and by these presents does hereby dedicate, grant and convey to the Town, its successors and assigns, a perpetual, irrevocable and assignable easement and right-of-way in, on, over, through and across the Easement Area (as defined below) for use by the Town of Surf City, its representatives, agents, contractors, and assignees, for the following permitted activities and purposes:

Evaluating, surveying, inspecting, constructing, preserving, irrigating, patrolling, protecting, operating, maintaining, repairing, rehabilitating and replacing a public beach, a dune system, and other similar erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms [and dunes]; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the beach, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement, reserving, however, to the

grantor(s), (his) (her) (its) (their) (heirs), successors and assigns, the right to construct dune overwalk structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from the Town and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the grantor(s), (his) (her) (its) (their) (heirs), successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

The permitted activities within the Easement Area include the evaluating, surveying, inspecting, constructing, preserving, irrigating, patrolling, protecting, operating, maintaining, repairing, rehabilitating and replacing a public beach, a dune system, and other similar, permitted erosion control and storm damage reduction measures together with appurtenances thereto, specifically including the right to deposit sand together with the right of public use and access over such deposited sand; accomplishing any alterations of contours within the Easement Area; constructing berms and dunes; planting vegetation on berms and dunes; erecting, maintaining and removing silt screens and sand fences; facilitating preservation of dunes and vegetation through limitation of public access to dune areas; trimming, cutting, felling and removing from said Easement Area all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within said Easement Area; periodically nourishing and re-nourishing the wet and dry sand beaches within said Easement Area; and performing any other work necessary and incident to the construction, periodic renourishment and maintenance of any of the Town's FEMA/federal storm mitigation projects, sand placement from navigation projects, and beach nourishment projects, including any amendments thereto and/or additional related project permits, to include future renewals and extensions of such projects or similar projects of the same nature ("Activities").

Easement area: The Easement Area shall be that portion of the Property located between the mean high-water line of the Atlantic Ocean, and the landward side of the construction easement line as depicted on the plat attached hereto as Exhibit A and incorporated herein by reference.

Grantor Reserved Rights. The Grantor reserves the right to install sand walkovers to the extent allowed by any applicable Federal, State or local laws or regulations, provided that such sand walkovers shall not violate the integrity of the dune in shape, dimension, or function.

Other Conditions:

- a) Grantee has no responsibility to restore or repair damages within the easement area or the Property caused by natural forces/ Acts of God;
- b) Grantee makes no representations on sand volume, if any, to be placed on or in front of the Property or protective effects the Activities will provide the Property;
- c) Grantor acknowledges (i) any raised lands created seaward of a pre-project mean high water line becomes the Property of the State of North Carolina; (ii) the fluctuating state of the ocean beach; and (iii) Grantee makes no representation on the precise location of either the most seaward boundary of the Property or the most landward extent of the public trust beach;
- d) Grantor acknowledges that both the wet sand beach and/or the dry sand beach seaward of the first line of vegetation are subject to long standing public user rights, which Grantor represents and agrees add value to all Property owners on and surrounding the wet and dry sand ocean beaches located within the Town of Surf City, including rights of all members of the public to use and enjoy the dry and wet sand ocean beaches within the Easement Area on Grantor's Property;

- e) This Easement binds Grantor, runs with the title to the Property;
- f) Grantor and signatories acting on its behalf warrant and covenant that:
 - a. Grantor's title to the Property is free and discharged from all right, title claim or interest of the Grantor or anyone claiming by, through or under, Grantor that prohibits Grantor from conveying this easement;
 - b. Grantor will hold harmless, indemnify, and defend Grantee from such claims; and
 - c. All signatories executing this instrument on behalf of Grantor have authority to do so.
- g) Grantee shall have the right to temporarily or permanently assign this easement to the federal, state, or county governments, or any agencies or department thereof or any governmental authority formed to implement beach nourishment, renourishment and/or stabilization related to the Town of Surf City's FEMA/federal storm mitigation projects, sand placement from navigation projects, and beach nourishment projects, including any amendments thereto and/or additional related project permits, to include future renewals and extensions of such projects or similar projects of the same nature.

IN WITNESS WHEREOF this instrument is executed by the Grantor under seal, and if an entity, Grantor has caused this instrument to be signed in the entity name by its duly authorized agent and its seal to be hereunto affixed, and IN TESTIMONY WHEREOF, the Grantor has executed this Easement this the ____ day of _____, 2023.

Signature: _____
 Print name: _____

Signature: _____
 Print name: _____

STATE OF _____
 COUNTY OF _____

I, _____,
 a Notary Public of the County and State
 Aforesaid, Certify that
 _____ and

Personally appeared before me this day and
 acknowledged the execution of the foregoing
 Instrument.

Witness my hand and official stamp or seal,
 this ____ day of _____, 2023.

 Notary Public Signature

 Notary Public printed name
 My commission expires: _____ (Seal)

Signature: _____
 Print name: _____

Signature: _____
 Print name: _____

STATE OF _____
 COUNTY OF _____

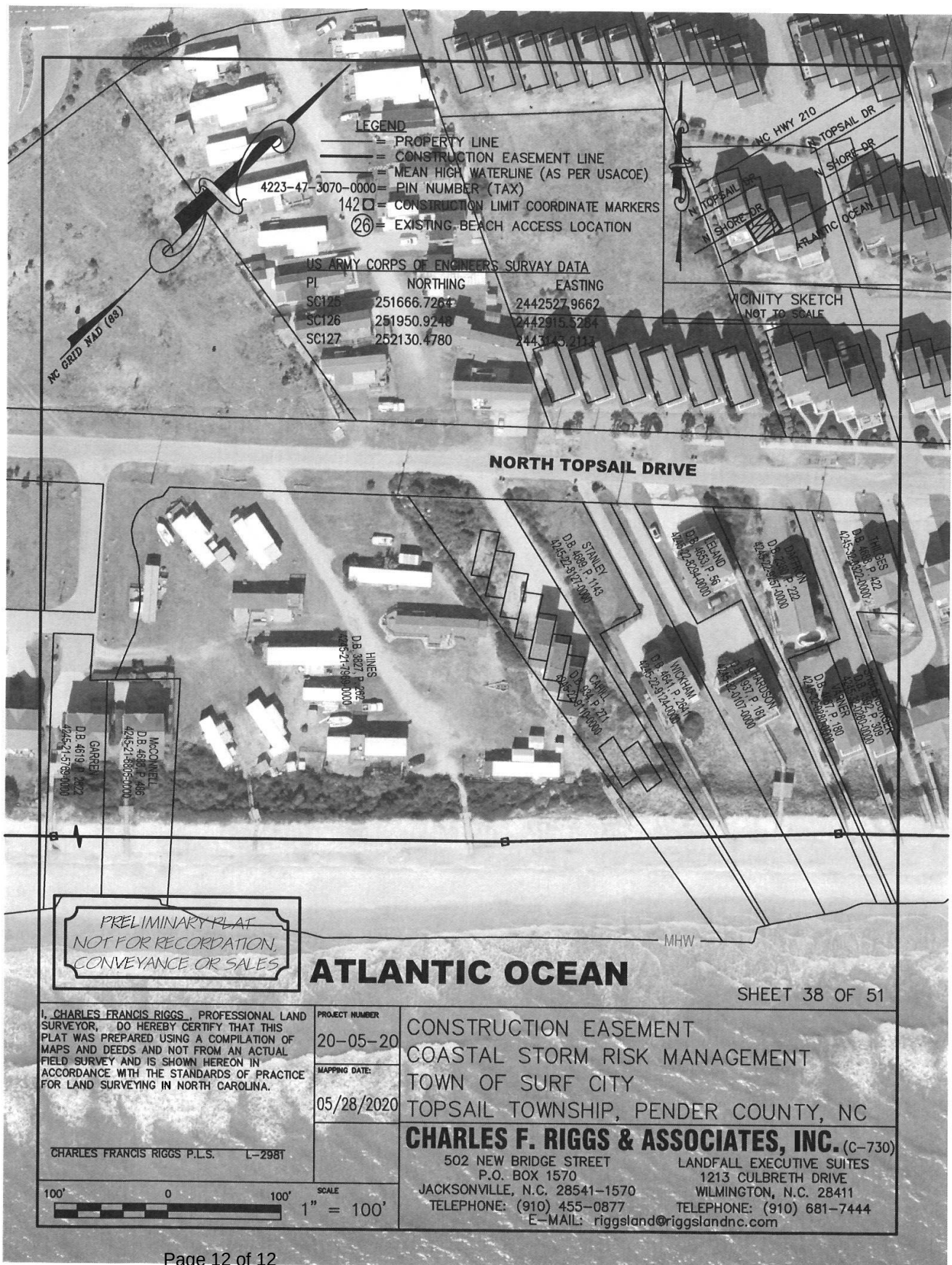
I, _____,
 a Notary Public of the County and State
 Aforesaid, Certify that
 _____ and

Personally appeared before me this day and
 acknowledged the execution of the foregoing
 Instrument.

Witness my hand and official stamp or seal,
 this ____ day of _____, 2023.

 Notary Public Signature

 Notary Public printed name
 My commission expires: _____ (Seal)





Pender County Request Board Approval

TO: Board of County Commissioners
FROM: Carolyn Moser
DATE: September 18, 2023
SUBJECT: Approval of a Purchase Order to Cardinal Health in the amount of \$70,000

SUMMARY:

The Health Department is requesting approval of a purchase order to Cardinal Health in the amount of \$70,000 for Vaccines and Long Term Birth Control. The purchase order is for vaccine such as Shingrix, polio vaccine, Hepilisav B, Boostrix, Rabies vaccine, Menquadfi and long term birth control (Depo-Provera and Mirena).

ACTION REQUESTED:

To consider approval of a purchase order in the amount of \$70,000 to Cardinal Health for vaccines and long term birth control in FY 23-24.



**Pender County
Budget Ordinance Amendment to move
restricted Permitting & Inspections
funds from the general fund to the
Reserve and Titles/Tags/Tax lines of the
Inspections Department**

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	September 18, 2023
SUBJECT:	Budget Ordinance Amendment to move restricted Permitting & Inspections funds from the general fund to the Reserve and Titles/Tags/Tax lines of the Inspections Department

SUMMARY:

Staff is requesting that \$50,000 of restricted funds that were generated from permitting and inspections revenue be moved to two lines within the Inspections Department's budget: \$5,000 to the Titles/Tags/Tax budget line (650-403310) and \$45,000 to the Reserve line (650-409700).

Per North Carolina General Statute, revenue generated from permitting and inspections is restricted to the operation of the Department. This money is currently housed within the general fund but its use is restricted. The request is to move a portion of the permitting and inspections restricted fund balance to the Department's budget so that we may cover the cost of taxes, title and tags on two recent vehicle purchases and to have access to a reserve balance in case it is needed over the course of the fiscal year. If the reserve balance goes unused, it is returned to the general fund at the end of the fiscal year.

ACTION REQUESTED:

To consider approving the Budget Ordinance Amendment request.

ATTACHMENTS:

1. Budget Ordinance Amendment

Fiscal Year

FY 2023-2024

Department

660 - NON-DEPARTMENTAL

Division, Program, Project, etc.

Inspections

Proposed Amendment:

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	General Fund Balance	50,000.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	650-409700	Reserve	45,000.00
2	650-403310	Titles/Tags/Tax	5,000.00
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues

50000

Total Expenditures

50000

Budget Amendment Balances when Zero.

0

Prepared By:

Daniel Adams

Email

dadams@pendercountync.gov



Pender County
Release request of the penalties on a
2022 tax bill due to the elderly exclusion
not rolling in the system properly to the
new year

TO: Board of County Commissioners

FROM: Melissa Radke

DATE: September 18, 2023

SUBJECT: Release request of the penalties on a 2022 tax bill due to the elderly exclusion not rolling in the system properly to the new year

SUMMARY:

The taxpayer has requested a release of the penalties on the 2022 tax bill discovery made on May 11, 2023 due to the removal of the elderly exclusion from this property. The elderly exclusion was originally removed in 2021 due to it no longer qualifying due to the death of the qualifying owner and was paid by the family as intended for that tax year, however the software system did not keep the exclusion off of the 2022 tax bill when the system rolled to the new year and it was included in error reducing the tax liability incorrectly for the 2022 tax year. This was not caught by office staff until May 2023 when we created the discovery bill for the exclusion amount that was incorrect. By statute penalties are added to any discoveries that occur. However, also by statute, the Board may choose to release penalties or fees (not interest) for "good cause". As this was an inadvertent error by the software, it is my recommendation that the Board approve the release of the discovery fees as allowed by statute due to "good cause". The release amount would be \$145.30.

ACTION REQUESTED:

Approve the release of the discovery penalties as recommended by Tax Administration due to the error made by the software.

Kayla Futrell

From: Shakri Moore [REDACTED]
Sent: Wednesday, August 23, 2023 7:06 PM
To: Kayla Futrell
Subject: [External]Written Exception on Discovery on Property

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.

Dear Board/Tax Administrator,

I did not realize the property had a tax exemption. Please can you remove the penalties.

Parcel: 3235-00-0454-0000
Location: 15284 Nc Hwy 210

Owner: Shakri Raelyn Moore
15284 Nc Hwy 210
Rocky Point, Nc 28457

Legal Description:
1.12AC TR PB 56/110 MILLER EST DIV

Sincerely,

Shakri Moore

PENDER COUNTY

CUSTOMER STATEMENT

CURRENT ADDRESS:
MOORE, SHAKRI, RAELENN
15284 NC HWY 210
ROCKY POINT NC 28457

LOCATION:
15284 NC HWY 210
PROPERTY CODE:
32350004540000



CUSTOMER ID: 40851

EFFECTIVE DATE: 09/06/2023

YEAR	TYPE	CHARGE	BILLED	PRIN DUE	INT DUE	FEE/PEN DUE	TOTAL DUE	NEXT MONTH DUE
2023	RE-R	1 SOLID WAST	200.00	200.00	.00	.00	200.00	
		1 ROCKY POIN	178.68	178.68	.00	.00	178.68	
		1 PENDER COU	1,317.74	1,317.74	.00	.00	1,317.74	
		1 COUNTY WID	1,165.28	1,165.28	.00	.00	1,165.28	
		BILL# 16162	1,861.70	1,861.70	.00	.00	1,861.70	.00
2022	RE-D	1 PENDER COU	559.49	559.49	.00	.00	559.49	
		1 COUNTY WID	80.24	80.24	.00	.00	80.24	
		1 ROCKY POIN	86.74	86.74	.00	.00	86.74	
		1 PENDER COU	111.90	111.90	.00	.00	111.90	
		1 COUNTY WID	16.05	16.05	.00	.00	16.05	
		1 ROCKY POIN	17.35	17.35	.00	.00	17.35	
		BILL# 1000167	871.77	871.77	.00	.00	871.77	.00
		CUSTOMER TOTALS	2,733.47	2,733.47	.00	.00	2,733.47	.00

Penalty \$145.30

** END OF REPORT - Generated by Melissa Radke **

Report generated: 09/06/2023 12:19
User: mradke
Program ID: arc10stm



Pender County Requesting Board Action

TO: Board of County Commissioners
FROM: Wesley B. Davis
DATE: September 18, 2023
SUBJECT: Seeking a Local Match for Funding and Permission to Transfer Funds
from ROAP Allocation to 5310 Funding Grant

SUMMARY:

For FY 25 Pender Adult Services, Inc. (PAS-TRAN) is seeking a local match for funding of the 5311 Administrative grant and the combined capitol Grant to replace 4 Vans that have exceeded their useful life mileage. AS well as permission to transfer funds form the ROAP allocation to the 5310 funding Grant. WE provide the citizens of Pender County with rides to Work, Medical including Dialysis, cancer treatments and well visits, as well as College Education to Cape Fear Community College, and Grocery shopping. We are seeking a total of \$74,589.00 Admin match is \$34,089.00 and Capitol match is 40,500.00.

ACTION REQUESTED:

Approval of local match for funding of the 5311 Administrative grant and the combined capitol Grant to replace four vans and permission to transfer funds form the ROAP allocation to the 5310 funding Grant.

ATTACHMENTS:

Advertised Public Hearing Notice
PAS FY25 County Board 5310 Operating Resolution
PAS PC FY25 Administrative Community Transportation Resolution
County Board Capital FY25 Community Transportation Resolution



REQUEST FOR BOARD ACTION

ITEM NO. ____

DATE OF MEETING: September 18, 2023

REQUESTED BY: Wesley B. Davis, Executive Director and James R. Longenbach, Transportation Director, Pender Adult Services Transportation (PAS-TRAN)

SHORT TITLE: Public Hearing and Resolution Approving Grant Applications and Authorizing Local Share for CAPITAL Grant; Operated by Pender Adult Services for FY 2025: \$405,000. Local Share \$40,500.

BACKGROUND: Pender Adult Services (PAS) acts as Transportation Coordinator for Pender County. They provide transportation around Pender County and to additional destinations such as Duplin and New Hanover Counties. Patrons of this service pay \$3 each way for their transportation within the County and \$8 each way for transportation outside of Pender County.

This year's capital request contains a total of \$405,000, which replaces 4 van's that have exceeded their useful life at an estimate of \$405,000 to include vehicle lettering. Camera and recording devices for each van and software to ensure safety and better service to the community at a cost of \$40,500.

This service is required, by law, to be provided for the benefit of Department of Social Services clients. In addition, **it is available to all residents of Pender County**. PAS subsidizes the cost of this program by approximately \$58,000 annually from their operating budget; however, the fares have allowed them to reduce the amount of subsidy. Fuel costs has impacted this program directly.

Funds for the local match are budgeted under 681-461920 Community Transportation Program. NC Department of Transportation requires that a public hearing be held prior to authorizing this action.

SPECIFIC ACTION REQUESTED: The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of the Community Transportation Capital Program Grant in the amount of \$40,500 for FY25 and approve the submission of the Capital Grant Application by Pender Adult Services, Inc.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that

authorization is approved for Pender Adult Services to submit a grant application to the NC Department of Transportation in support of state funding for the Capital Program and the local share of \$40,500 will be budgeted in Fiscal Year 2025 under 681-461920, Capital Grant Program. The Chairman/County Manager is authorized to execute any documentation necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Williams _____

Jacqueline A. Newton, Chair Date
Pender County Board of County Commissioners

ATTEST
David Andrews, Clerk to the Board

Date

PUBLIC HEARING NOTICE

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

This is to inform the public that a public hearing will be held on the proposed Pender Adult Services (PAS-TRAN) Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than Oct 6, 2023. The public hearing will be held on Sep 18, 2023 at 4pm before the (governing board) Pender County Board of Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids or services under the Americans with Disabilities Act (ADA) or a language translator should contact Jim Longenbach on or before Sept 17, 2023, at telephone number 910-259-9119 or via email at jlongenbach@penderpas.com.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Pender County as well as provides transportation options and services for the communities within this service area. These services are currently provided using Transit Vans. Services are rendered by Pender Adult Services (PAS-TRAN).

The total estimated amount requested for the period July 1, 2024 through June 30, 2025.

NOTE: Local share amount is subject to State funding availability.

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$ 227,261	\$ 34,089 (15%)
Operating (5311)	\$	\$ (50%)
Capital (Vehicles & Other)	\$ 405,000	\$ 40,500 (10%)
5310 Operating	\$ 180,000	\$ 90,000 (50%)
Other _____	\$	\$ (%)
TOTAL PROJECT	\$ 812,261	\$ 74,589

Total Funding Request 812,261

Total Local Share 74,589

\$90,000 5310 match to come from ROAP Funding

This application may be inspected at 901 S Walker St Burgaw NC 28425 from 9 am to 5pm. Written comments should be directed to jlongenbach@penderpas.com before Sep 17,2023. *End of Notice*



REQUEST FOR BOARD ACTION

ITEM NO. _____

DATE OF MEETING: September 18, 2023

REQUESTED BY: Wesley B. Davis, Executive Director and James R. Longenbach, Transportation Director, Pender Adult Services Transportation (PAS-TRAN)

SHORT TITLE: Public Hearing and Resolution Approving Grant Application 5310-Enhanced Mobility of Senior's and Individuals with Disabilities Program Operated by Pender Adult Services for FY 2021-2022: \$180,000.

BACKGROUND: Pender Adult Services (PAS) acts as Transportation Coordinator for Pender County. They provide transportation around Pender and to select destinations in New Hanover and Duplin Counties. Patrons of this service will pay a minimum \$.50 each trip (request on and off van) for their transportation to the senior center and \$3.00 each trip to other approved destinations.

This year PAS is requesting \$180,000 from NC Department of Transportation, requiring a local match of \$90,000. **This local match will come from the Rural Operating Assistance Program (ROAP) and is in agreement with guidelines from NC Department of Transportation.** This service is to be provided for the benefit of seniors age 65 and older and/ or have a disability, for residents and area visitors in Pender County. PAS will be subsidizing the cost of this program from their operating budget. Fares will be charged to allow a reduced amount of subsidy. As of FY18, NCDOT is not allowing fares to be a primary source of local match funds Fuel costs has impacted Pender Adult Services directly.

Funds for the local match are budgeted through NC Department of Transportation ROAP. A public hearing is requested to be held.

SPECIFIC ACTION REQUESTED: The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of \$90,000 for the Program Grant in the amount of \$180,000 for FY 2024 and approve the submission of the Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant Application by Pender Adult Services, Inc.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

Initial

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that

Authorization is approved for Pender Adult Services to submit a grant application to the NC Department of Transportation in support of state funding for the 5310-Enhanced Mobility of seniors and Individuals with Disabilities Program in Fiscal Year 2022. The Chairman/County Manager is authorized to execute any documentation necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: _____

Jacqueline A. Newton, Chair Date
Pender County Board of County Commissioners

ATTEST
David Andrews, Clerk to the Board

Date



REQUEST FOR BOARD ACTION

ITEM NO. ____

DATE OF MEETING: September 18, 2023

REQUESTED BY: Wesley B. Davis, Executive Director and James R. Longenbach, Transportation Director for Pender Adult Services Transportation (PAS-TRAN)

SHORT TITLE: Public Hearing and Resolution Approving Grant Applications and Authorizing Local Share for 5311-Community Transportation Program- ADMIN; Operated by Pender Adult Services for FY 2021-2022: \$227,261. Local Share \$34,089.

BACKGROUND: Pender Adult Services (PAS) acts as Transportation Coordinator for Pender County. They provide transportation around Pender County and to additional destinations such as Duplin and New Hanover Counties. Patrons of this service pay \$3 each way for their transportation within the County and \$8 each way for transportation outside of Pender County.

This year PAS is requesting \$227,161 from NC Department of Transportation, requiring a local match of \$34,089. The administrative portion provides for the Transportation Director salary, the Transportation Director Assistant's salary, driver services and supplies, vehicle insurance, marketing materials, employee training, postage, and computer supplies, etc.

This service is required, by law, to be provided for the benefit of Department of Social Services clients. In addition, **it is available to all residents of Pender County**. PAS subsidizes the cost of this program by approximately \$58,000 annually from their operating budget; however, the fares have allowed them to reduce the amount of subsidy. As of FY18, NCDOT is not allowing fares to be a primary source of local match funds. Fuel costs have impacted this program directly.

Funds for the local match are budgeted under 681-461920 Community Transportation Program. NC Department of Transportation requires that a public hearing be held prior to authorizing this action.

SPECIFIC ACTION REQUESTED: The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of the Community Transportation Program Administrative Grant in the amount of \$34,089 for FY 2025 and approve the submission of the CTP Grant Application by Pender Adult Services, Inc.

COUNTY MANAGER’S RECOMMENDATION

Respectfully recommend approval.

Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that

authorization is approved for Pender Adult Services to submit a grant application to the NC Department of Transportation in support of state funding for the Community Transportation Administrative Program and the local share of \$34,089 will be budgeted in Fiscal Year 2025 under 681-461920, Community Transportation Program. The Chairman/County Manager is authorized to execute any documentation necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: _____

Jacqueline A. Newton, Chair Date
Pender County Board of County Commissioners

ATTEST
David Andrews, Clerk to the Board

Date



Pender County Resolution Authorizing the Transfer of Pender Memorial Hospital Pursuant to G.S. 131E-8

TO: Board of County Commissioners

FROM: David Andrews

DATE: September 18, 2023

SUBJECT: Resolution Authorizing the Transfer of Pender Memorial Hospital
Pursuant to G.S. 131E-8

SUMMARY:

On June 16, 2023, after a special meeting of the Board of Commissioners, the County announced the Board's decision to finalize an agreement with Novant Health that includes a \$50 million commitment to improve the Pender Medical Center in Burgaw and to increase access to health care services across Pender County. At that time, details of the ongoing negotiations remained confidential; however, the Board unanimously authorized and Novant agreed to issue a joint press release outlining the proposed transaction, as follows:

- Novant Health will commit to spend \$50 million within ten (10) years of closing to support achievement of the following goals agreed upon by Pender County and Novant Health:
 - Further developing the current Pender Medical Center facility located in Burgaw within five (5) years from closing into a community general hospital, defined under North Carolina law as a "hospital that provides diagnostic and therapeutic services to patients for a variety of medical conditions, both surgical and nonsurgical, such services being available for use primarily by residents of the community in which it is located."
 - Maintaining Pender Medical Center's status as a critical access hospital;
 - Improving access to primary and specialty care in Pender County;
 - Recruiting specialty care physicians to offer services in Pender County; and
 - Maintaining and improving acute and ambulatory facilities in Pender County.
- To achieve the agreed upon goals, Novant Health will spend the \$50 million investment in the following areas, among others:
 - Programmatic expansion, including physician recruitment and equipment investments in patient acute care and outpatient services;

- Support of faculty salaries for a rural track of Black River Health Services' Family Medicine Residency Program;
- Ambulatory network development initiatives;
- Facility modernization and upgrades;
- Workforce development, including education and training, and maintenance of competitive wages and benefits for hospital employees;
- Additional staffing; and
- Information technology, data analytics, and digital health.

Since that time, County Staff and the County's outside counsel at the K & L Gates law firm have worked extensively on finalizing the legal documents required to finalize the transaction. Ms. Mary-Beth Johnston, Partner at K & L Gates, and Dawn Carter, Senior Partner at Ascendant Healthcare Advisors, will provide a presentation detailing the legal requirements for the transaction and the documents involved and the value of the transaction to the Pender County community.

The County published the required public notice on August 31, 2023, in The Pender-Topsail Post & Voice, as required by N.C. Gen. Stat. § 131E-8, at least 10 days prior to this meeting. A copy of the public notice is attached to the agenda item along with the text of N.C.G.S. § 131E-8 as background information.

The attached resolution is in a form required by N.C. Gen. Stat. § 131E-8, and would authorize the transaction and the execution of documents necessary to complete the transaction.

ACTION REQUESTED:

Approval of the attached Resolution Authorizing the Transfer of the Pender Memorial Hospital Facilities pursuant to N.C. Gen. Stat. § 131E-8 and the Execution and Delivery of Documents Related Thereto

PUBLIC NOTICE

Pursuant to N.C. Gen. Stat. § 131E-8, Pender County—through its Board of Commissioners—hereby gives public notice that at the September 18, 2023 regular meeting of the Board of Commissioners of Pender County, it intends to authorize the sale or conveyance of all or substantially all of the assets related to Pender Memorial Hospital, a/k/a Pender Medical Center, located in Burgaw, N.C., to Pender Memorial Hospital, Inc., a North Carolina Nonprofit Corporation, with Novant Health New Hanover Regional Medical Center, LLC (“Novant”), as its sole member. Included in the transfer will be the hospital business and its assets; the legal rights to carry on that business; the real property located at 502 E Satchwell St., and 507 and 509 Freemont St. in Burgaw, and the buildings located on those properties; and whatever interest, if any, the County may have in the real property located at 302 and 306 S Campbell St. In lieu of monetary consideration, Novant will obligate itself to—within ten (10) years—invest \$50 million in certain agreed upon improvements to be made in the operation of the hospital, including further developing Pender Memorial Hospital into a community general hospital (which must be done within five (5) years), and, in addition, assume liabilities that would otherwise be borne by the County. The September 18, 2023 regular meeting of the Board of Commissioners of Pender County will be held in the Commissioners’ Meeting Room, 805 S. Walker St. in Burgaw, NC, beginning at 4:00 p.m.

§ 131E-8. Sale of hospital facilities to nonprofit corporations.

(a) A municipality as defined in G.S. 131E-6(5) or hospital authority as defined in G.S. 131E-16(14), upon such terms and conditions as it deems wise, with or without monetary consideration, may sell or convey to a nonprofit corporation organized under Chapter 55A of the General Statutes any rights of ownership the municipality or hospital authority has in a hospital facility including the building, land and equipment associated with the hospital, if the nonprofit corporation is legally committed to continue to operate the facility as a community general hospital open to the general public, free of discrimination based upon race, creed, color, sex or national origin. The nonprofit corporation shall also agree, as a condition of the municipality or hospital authority's conveying ownership, to provide such services to indigent patients as the municipality or hospital authority and the nonprofit corporation shall agree. The nonprofit corporation shall further agree that should it fail to operate the facility as a community general hospital open to the general public or should the nonprofit corporation dissolve without a successor nonprofit corporation to carry out the terms and conditions of the agreement of conveyance, all ownership rights in the hospital facility, including the building, land and equipment associated with the hospital, shall revert to the municipality or hospital authority or successor entity originally conveying the hospital.

(b) When either general obligation bonds or revenue bonds issued for the benefit of the hospital to be conveyed are outstanding at the time of sale or conveyance, then the nonprofit corporation must agree to the following:

By the effective date of sale or conveyance, the nonprofit corporation shall place into an escrow fund money or direct obligations of, or obligations the principal of and interest on which, are unconditionally guaranteed by the United States of America (as approved by the Local Government Commission), the principal of and interest on which, when due and payable, will provide sufficient money to pay the principal of and the interest and redemption premium, if any, on all bonds then outstanding to the maturity date or dates of such bonds or to the date or dates specified for the redemption thereof. The nonprofit corporation shall furnish to the Local Government Commission such evidence as the Commission may require that the securities purchased will satisfy the requirements of this section. A hospital which has placed funds in escrow to retire outstanding general obligation or revenue bonds, as provided in this section, shall not be considered a public hospital, and G.S. 159-39(a)(3) shall be inapplicable to such hospitals.

(c) Any sale or conveyance under this section must be approved by the municipality or hospital authority by a resolution adopted at a regular meeting of the governing body on 10 days' public notice. Notice shall be given by publication describing the hospital facility to be conveyed, the proposed monetary consideration or lack thereof, and the governing body's intent to authorize the sale or conveyance.

(d) Neither G.S. 153A-176 nor Article 12 of Chapter 160A of the General Statutes shall apply to sales or conveyances pursuant to this section.

(e) A sale or conveyance of substantially all the equipment is a sale or conveyance of hospital facility. (1983, c. 775, s. 1; 1989, c. 444.)

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
AUTHORIZING THE TRANSFER OF THE PENDER MEMORIAL HOSPITAL
FACILITIES PURSUANT TO N.C. GEN. STAT. § 131E-8 AND THE EXECUTION AND
DELIVERY OF DOCUMENTS RELATED THERETO

WHEREAS, Pender County, North Carolina (the “County”) owns certain assets used in conjunction with the operation of its hospital, doing business as Pender Medical Center, including certain real property and improvements thereon (hereinafter, the “Hospital”); and

WHEREAS, the Hospital is a critical access hospital located in a medically underserved area of southeastern North Carolina that provides acute care, inclusive of emergency services, skilled nursing care, and home health services to residents of Pender County and the surrounding area, without regard to such residents’ ability to pay or payor source; and

WHEREAS, pursuant to that certain Third Amended and Restated Operating Agreement dated February 1, 2021 (the “Operating Agreement”), Pender Memorial Hospital, Incorporated, (the “Corporation”) is the current operator of the Hospital; and

WHEREAS, Novant Health New Hanover Regional Medical Center, LLC (“Novant”) is the sole member of the Corporation; and

WHEREAS, the Operating Agreement sets forth the rights and responsibilities of the County, the Corporation, and Novant with respect to the operation of the Hospital; and

WHEREAS, the County, the Corporation, and Novant are parties to that certain Second Amended and Restated Lease Agreement dated November 17, 2004, as amended by that certain Extension of Term Agreement dated June 11, 2019, and as further amended by that certain Extension of Term Agreement dated February 1, 2021, pursuant to which the County has leased the Hospital to the Corporation; and

WHEREAS, certain industry trends, challenges, opportunities, and related discussions, informed by its expert advisors in law and health care, as to the best course forward for the County and the Hospital have led the Board of Commissioners to conclude that it is in the best interest of the residents of Pender County for the County to transfer the Hospital, including substantially all of the assets comprising it, to the Corporation; and

WHEREAS, in consideration for the transfer of the Hospital to the Corporation, Novant (directly or through an affiliate of Novant other than the Corporation) has agreed to make certain investments and commitments pursuant to N.C. Gen. Stat. § 131E-8, including (1) maintaining the Hospital as a critical access hospital, (2) developing the current Hospital located in Burgaw into a community general hospital, as defined by N.C. Gen. Stat. §131E-6(2), within five (5) years from the closing date of transfer of the Hospital to the Corporation, (3) improving access to primary and specialty care in Pender County, (4) recruiting specialty care physicians to offer services in Pender County, and (5) maintaining and improving acute and ambulatory facilities in Pender County, with an aggregate funding amount of fifty million dollars (\$50,000,000.00) in furtherance of these goals, which amount Novant must spend within ten (10) years from the closing date of transfer of the Hospital to the Corporation; and

WHEREAS, as further consideration for the transfer of the Hospital to the Corporation, Novant will—or will cause the Corporation to—relieve the County of certain liabilities that the

County would otherwise be obligated to fulfill, including the pension liabilities of the Hospital and payment of the unamortized capital costs associated with operations of the Hospital as required in the event of termination of the Operating Agreement; and

WHEREAS, by effectuating this conveyance pursuant to N.C. Gen. Stat. § 131E-8, the County will continue to appoint a majority of the Corporation's board of trustees, and in the event that Novant or the Corporation fail to operate the Hospital as a community general hospital or fail to fulfill the commitments or investments, as further described in the Master Transaction Agreement, referenced below, the Hospital will revert to the County, and

WHEREAS, certain documents have been prepared to effect the transfer of ownership of the Hospital from the County to the Corporation, including a Letter of Intent, a Master Transaction Agreement, and a Real Estate Purchase and Sale Agreement; and

WHEREAS, the County has caused to be published a notice to the public as required pursuant to N.C. Gen. Stat. §131E-8(c) describing the hospital facilities to be conveyed, the proposed monetary consideration or lack thereof, and the Board of Commissioners' intent to authorize the sale or conveyance of the Hospital at its regular meeting on September 18, 2023;

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

1. The transfer of the Hospital from the County to the Corporation pursuant to N.C. Gen. Stat. §131E-8 on the terms and conditions agreed to and evidenced in the Letter of Intent, Master Transaction Agreement, and Real Estate Purchase and Sale Agreement, shall be and the same is hereby approved.

2. The form of the Letter of Intent is hereby ratified, and the officers of the County are hereby authorized and directed to execute the binding, definitive agreements contemplated therein and any other agreements or documents not inconsistent therewith.

3. The form of the Master Transaction Agreement is hereby approved and the officers of the County are hereby authorized and directed to execute and deliver such document, along with the other documents contemplated therein, to Novant and/or the Corporation, as the case may be, upon satisfaction of the conditions therein stated.

4. The form of the Real Estate Purchase and Sale Agreement is hereby approved and the officers of the County are hereby authorized and directed to execute and deliver such document, along with the other documents contemplated therein, to Novant and/or the Corporation, as the case may be, upon satisfaction of the conditions therein stated.

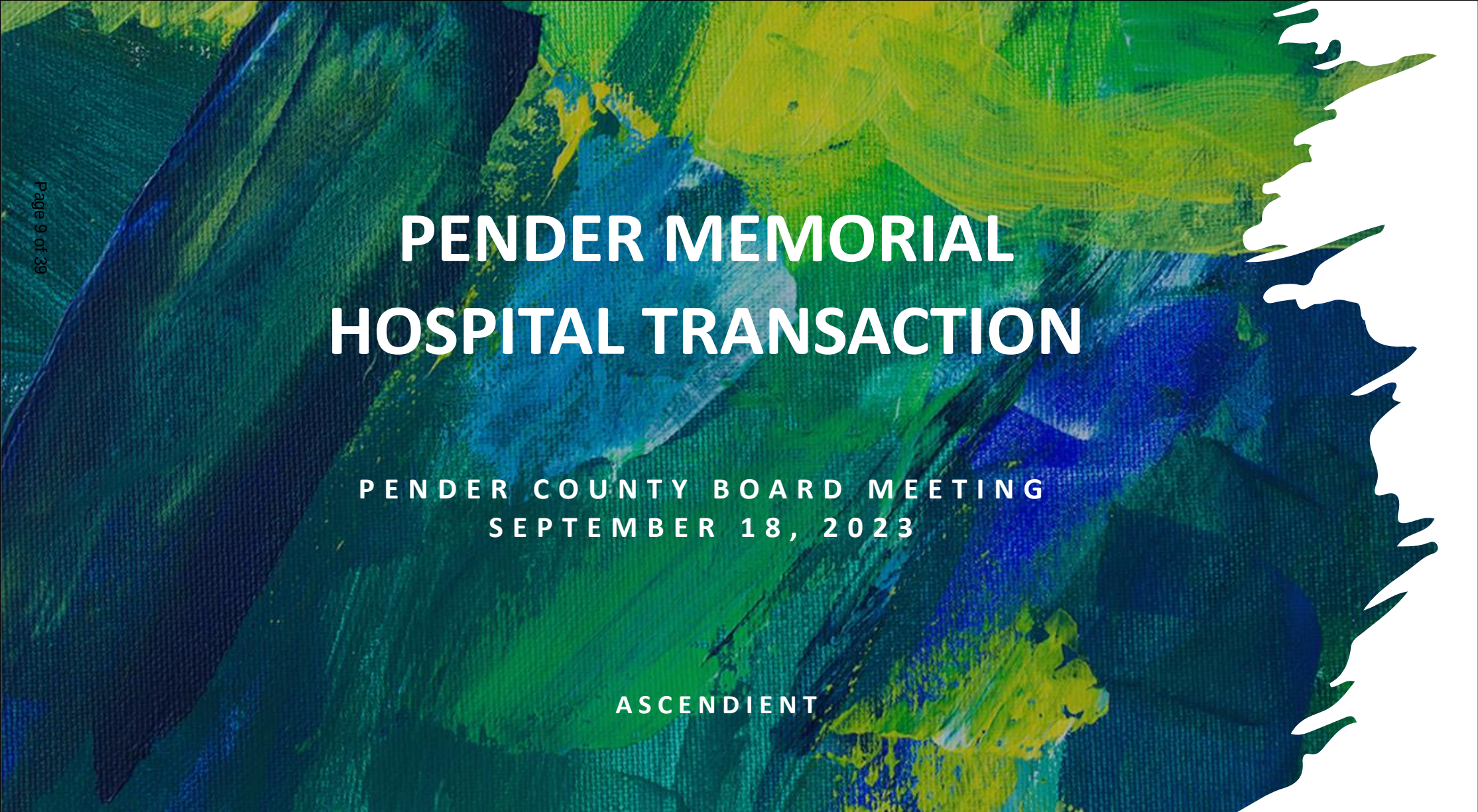
5. In connection with the transfer of the Hospital to the Corporation, the Board hereby approves the appropriation of funds necessary therefor.

6. This resolution is effective upon its adoption.

Adopted by the Pender County Board of Commissioners this the ____ day of _____, 2023.

Jacqueline A. Newton,
Chair of the Board of Commissioners

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



PENDER MEMORIAL HOSPITAL TRANSACTION

PENDER COUNTY BOARD MEETING
SEPTEMBER 18, 2023

ASCENDIENT

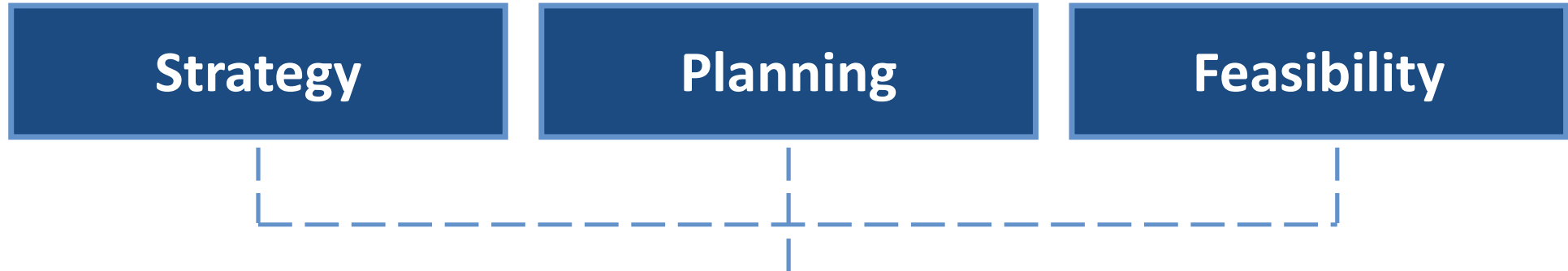


Introduction to Ascendiant



Introduction to Ascendient: What We Do

Offices: Chapel Hill, North Carolina | Washington, DC



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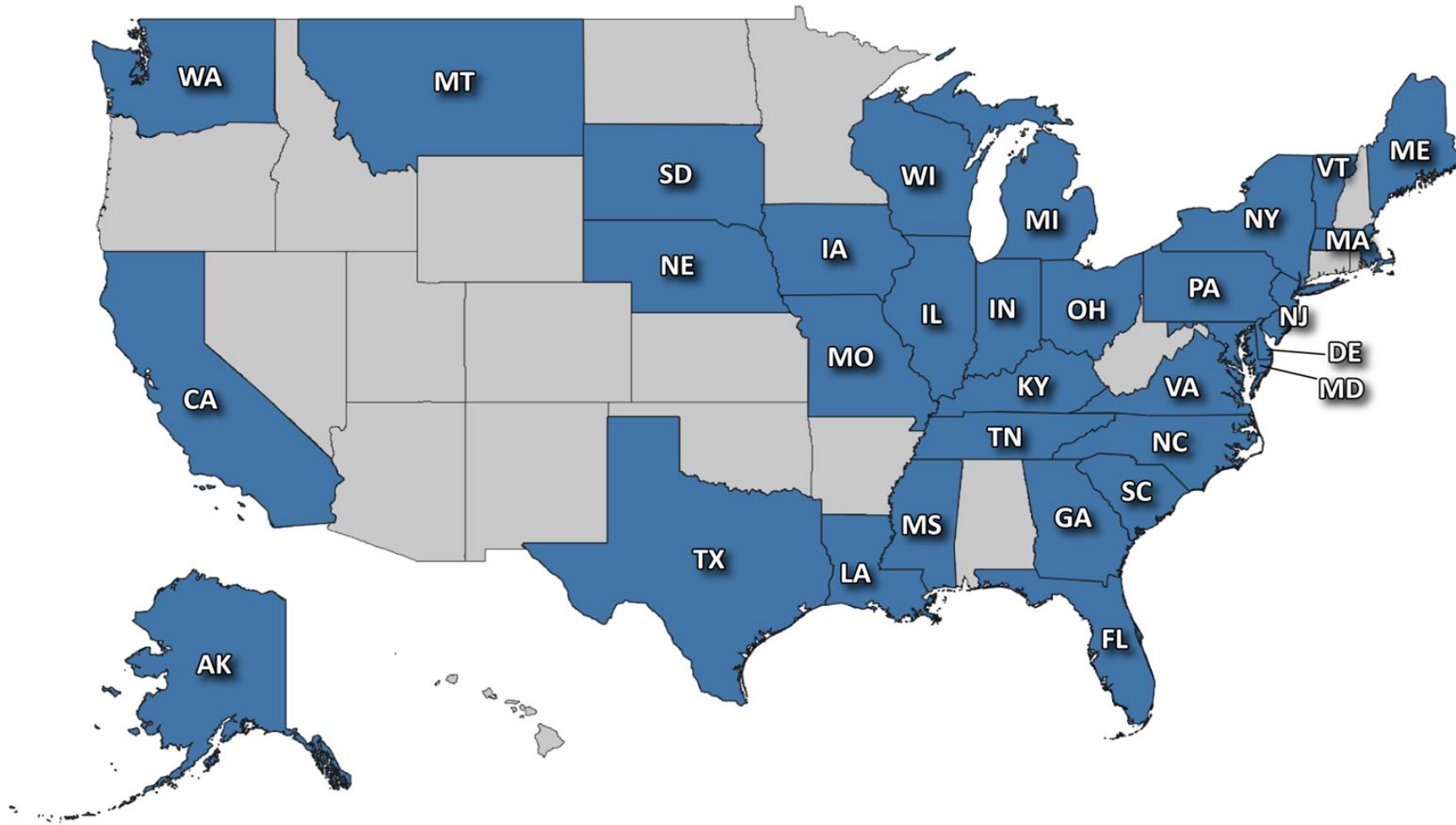
At Ascendient, we're rethinking the future of healthcare. Our specialized team combines the latest academic insights with a wealth of real-world experience, equipping healthcare leaders with the strategies to effectively lead in an ever-evolving industry. We create research-based tools that are transforming the way health systems deliver care, helping them adapt to a world in which patients increasingly demand more personalized, community-based services.

Ascendient's deep expertise lies in strategy, provider workforce planning, mergers and acquisitions, service line planning, debt feasibility, facility planning, forecasting, emerging payment models, and regulatory planning.

In other words, we provide more than just a one-off set of services limited to a one-time engagement. We provide ongoing, complementary services and expertise for both the short- and long-term.



Introduction to Ascendient: Where Our Clients Are





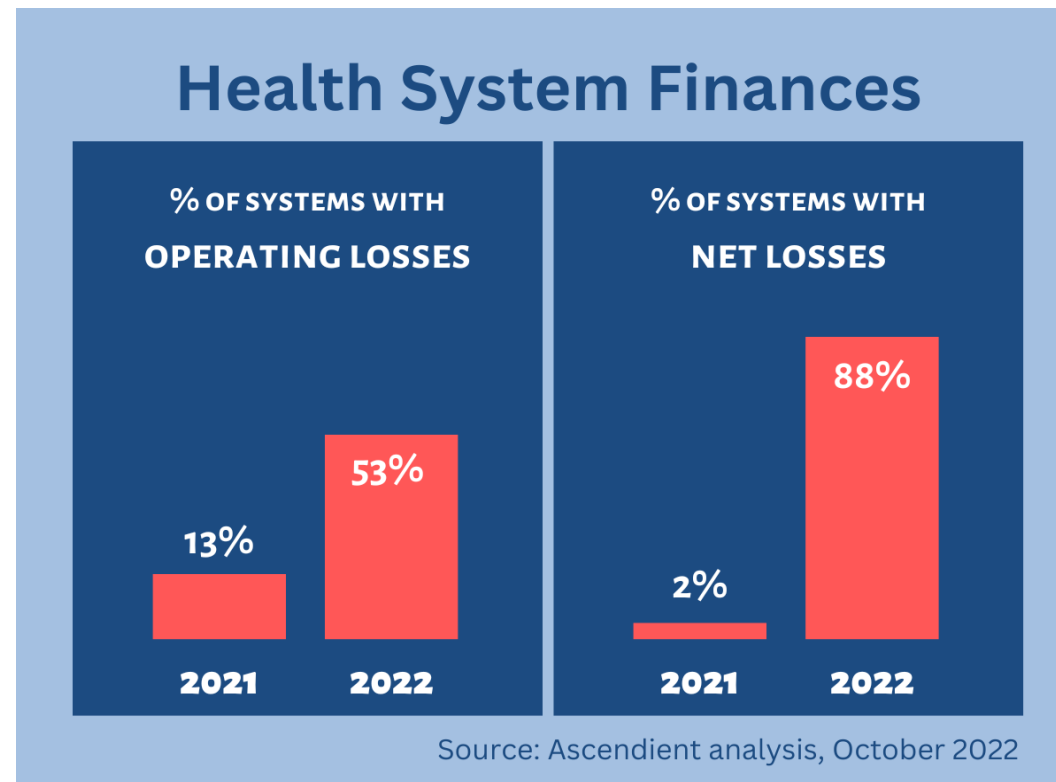
Healthcare Transaction Environment



Healthcare Transaction Environment in Late 2022

More than half of the nation's health systems were losing money on core operations in 2022, and the results from investment portfolios made their financial positions even worse.

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Source: <https://www.ascendient.com/insights/blog/healthcare-financial-planning-88-of-large-health-systems-are-losing-money-in-2022/>



“Hospital merger and acquisition activity is not what it was like in the recent past because of a more aggressive regulatory environment...”

Many prospective targets that were financially healthy suffered during the COVID-19 pandemic...”



Pender County's Assessment and Findings



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Hospital

Critical Access Hospital

No Hospital

**Average Daily
Census***

 ASCENDIENT | 9



Pender County's Assessment and Findings

In addition to a need for more primary care, a population the size of Pender County can support specialty providers as well.

Adult Primary Care



Cardiology



Orthopedics



Others



GI



Urology



Though Ascendient did not conduct a business valuation, a review of typical valuation methodologies suggests limited dollar value for PMH.

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- **Asset-Based Approach (“Book Value”).** Given the terms of the current agreement with Novant New Hanover, any value would have to be netted against prior capital investments and annual operating losses funded by Novant New Hanover, likely resulting in no value.
- **Income-Based Approach (“How much could a buyer expect to make in the future”).** Given the historical income losses at PMH, which have been subsidized by Novant New Hanover, it is unlikely that significant value would result from this approach.
- **The Market Approach. (“How much would the market pay under current conditions”).** Given the historical income losses at PMH, which have been subsidized by Novant New Hanover, it is unlikely that another buyer would agree to pay based on earnings (income). Assuming for the sake of argument that a buyer would agree to pay based on revenue only (how much money is coming in regardless of expenses), the current, publicly-traded, for-profit ratios might suggest a value of **\$50 to 60 million.**



Pender County wanted to ensure:

- Stable health system with good publicly-reported quality scores.
- Expansion and addition of healthcare services needed by Pender County residents.

LEAPFROG
HOSPITAL
SAFETY GRADE

What is
Patient Safety?

Your Hospital's
Safety Grade

What You Can Do
to Stay Safe

This Hospital's Grade



SPRING 2023

Novant Health Forsyth Medical Center

3333 Silas Creek Parkway
Winston-Salem, NC 27103-3090
[Map and Directions](#)

[View this hospital's Leapfrog Hospital Survey Results](#)

This Hospital's Grade



SPRING 2023

Novant Health Presbyterian Medical Center

200 Hawthorne Lane
Charlotte, NC 28204-2528
[Map and Directions](#)

[View this hospital's Leapfrog Hospital Survey Results](#)

This Hospital's Grade



SPRING 2023

Novant Health New Hanover Regional Medical Center

2131 South 17th Street
Wilmington, NC 28401-7483
[Map and Directions](#)

[View this hospital's Leapfrog Hospital Survey Results](#)



Novant New Hanover's Commitments to Pender County



Novant New Hanover's Commitments to Pender County

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- Development of PMH as a “**community general hospital.**”
- \$50 Million investment in Pender County
- Recruitment of physicians and expansion of services, including:
 - Adult Primary Care
 - Cardiology
 - Orthopedics
 - Gastroenterology
 - Urology
- Pender County continues to appoint a majority of the PMH Board.



Thank you

Reorganization of Pender Memorial Hospital Pursuant to N.C.G.S. 131E-8

**Mary Beth Johnston
September 18, 2023**

CORPORATE STRUCTURES OF NC HOSPITALS APPLICABLE TO COUNTIES

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- Public Hospitals as defined by N.C.G.S. 159-39:
 - Directly operated by a county; or
 - **Owned by a county and operated by a nonprofit corporation, a majority of whose board is appointed by the county;** or
 - On whose behalf the county has issued general obligation/revenue bonds
- Public Hospitals converted to private, nonprofit ownership but whose nonprofit board is controlled by the county through majority board appointment – N.C.G.S 131E-8.
- Public Hospitals converted to private (nonprofit or for profit) ownership, but whose board is not in any way controlled by the county – N.C.G.S 131E-13.

Background - Pender Medical Center

- **1951:** Established by the Pender County Board of Commissioners – a public hospital.
- **1964:** Pender County forms Pender Memorial Hospital, Incorporated, a nonprofit corporation (“PMH”), to operate the Hospital - continues to operate as a public hospital.
- **1995:** Pender County and PMH enter into a 10 year lease agreement for the Hospital facilities.
- **1999:** PMH reorganized as a nonprofit, membership corporation with New Hanover Regional Medical Center its sole corporate member; continues to operate the Hospital as a public hospital under a revised 20-year lease agreement and operating agreement.

Background – Relationship with NHRMC

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- 1999:** Requirements of 20 year Operating Agreement:
- NHRMC agrees to fund Hospital Operating Deficits;
 - NHRMC agrees to provide comprehensive management services, as an integrated component its system; and
 - NHRMC is granted the rights to appoint a minority of members of the PMH board of trustees.
 - Upon termination of the Operating Agreement, the County is required to reimburse NHRMC for the “unamortized value of equipment, furnishings and real estate improvements relating to the Hospital.”

Background – Relationship with NHRMC

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- **2004:** Lease and Operating Agreement amended to enhance to scope of NHRMC management and administrative services.
- **2007:** Operating Agreement is amended to provide that if the Hospital is sold or transferred to a 3rd Party, NHRMC will be reimbursed for any prior capital infusions and annual operating deficit subsidies.
- **2019:** The Lease and Operating Agreement extended to 2021.
- **2021:** Novant Health New Hanover Regional Medical Center, LLC (“Novant”) acquires NHRMC (with County consent) and becomes the corporate member of PMH.

Background – Relationship with Novant

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- **2021:** Lease and Operating Agreement extended to 2023 (“current Lease and Operating Agreement”):
 - **Novant funds annual Hospital Operating Deficits.**
 - **Novant infuses capital into the Hospital as a part of its capital budget process.**
 - Novant provides comprehensive management services, as an integrated component its system, and income generated by PMH is returned to Novant.
 - The County appoints a majority of members of the PMH board; Novant appoints a minority of members of the PMH board.
 - Novant has governance oversight rights as corporate member.
 - **The County is contractually obligated for Pension Plan underfunding and liabilities. (est. \$7M)**
- **At termination, the County must reimburse Novant for the unamortized value of Hospital equipment/furnishings/real property improvements. Upon the sale or transfer of the Hospital to a 3rd Party, the County must reimburse Novant for any prior capital infusions and annual operating deficit subsidies.**

Options for the Future Operation of the Hospital

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- With the impending 2023 termination of the Lease and Operating Agreement, continuation of the status quo is not an option.
- The County considered the following other options:
 - Execution of a similar management arrangement with a different Health System.
 - Sale of the Hospital facilities to a non-controlled For-Profit or Nonprofit Hospital Operator under N.C.G.S. 131E-13.
 - Transfer of the Hospital facilities under N.C.G.S 131E-8 to a nonprofit corporation for which the County continues to appoint a majority of its board. The conveyance of the Hospital facilities will allow PMH to operate as a private, nonprofit hospital and not as a governmental facility.

Structure of Transaction – N.C.G.S. 131E-8

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- Authorizes a county to transfer, with or without consideration, to a nonprofit corporation all of its rights of ownership in its hospital facilities. Upon such conveyance, the hospital operates as a private, nonprofit hospital.
- Requires the nonprofit corporation to operate the facility as a “**community general hospital, open to the general public, free of discrimination.**”
- Requires the nonprofit corporation to provide services to indigent patients as the county and the nonprofit agree.
- If the nonprofit corporation fails to operate the hospital as a community general hospital or dissolves without a successor, the hospital facility and associated equipment, etc., reverts to the county.

Structure of Transaction – N.C.G.S. 131E-8

"**Community general hospital**" means a hospital that provides diagnostic and therapeutic services to patients for a variety of medical conditions, both surgical and nonsurgical, such services being available for use primarily by residents of the community in which it is located.

Transaction Terms – Novant's Role

- While the title to the Hospital real property and improvements will be transferred to PMH, Novant will continue as PMH's corporate member in the same manner as currently.
- In exchange for continuing to serve as its corporate member and with PMH's conversion to private, nonprofit status, Novant will continue to be responsible for PMH's capital and other financial operating needs as well as underwrite the additional binding commitments to be included as a part of the transaction.

Transaction Terms – Benefits to Pender County

- Development of PMH as a “community general hospital” within five years
- **\$50 Million Investment in PMH and Pender County health care services over 10 years**
- Continued employment of PMH employees
- **Recruitment of physicians/other providers to Pender County to provide local access to services**
- Continued provision of indigent care to Pender County residents

Transaction Terms – Benefits to Pender County

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- **Elimination of Pender County liabilities for Hospital Operations – estimated at more than \$7 Million dollars**
- **Elimination of Pender County Operating Agreement liabilities – also estimated at more than \$10 M.**
- **Continued County oversight through PMH majority board appointments.**

Drilldown on \$50M Investment Commitment

- **Service expansion and related physician recruitment in inpatient/outpatient services, including**
 - Adult Primary Care
 - Cardiology
 - Gastroenterology
 - Orthopedics
 - Urology
- **Increased Ambulatory Network Development Initiatives, including**
 - Ambulatory Surgery
 - Urgent Care
 - Imaging
 - Rehabilitation
 - Laboratory, Specialty Pharmacy, Infusion

Drilldown on \$50M Investment Commitment

- **Expansion/Improvements to PMH Emergency Department**
Faculty financial support and expansion of Black River Rural Residency Program
- **Medical Office Building Development**
- **Increased Information Technology and Digital Health capabilities at PMH**
- **Workforce Development, Education and Market Competitive Wages and Benefits**
- **Additional Staff to Address Growing Census & Services**
- **Facility Modernization and Equipment Upgrades, including Replacement CT & MRI**

Nutshell Summary of Transaction

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The County will convey:

- the Hospital Real Property, recently valued at \$7 Million,
- To PMH, a majority of whose board will continued to be appointed by Pender County, and
- With Novant remaining its corporate member.



■ The County and its residents will receive:

- \$50 Million Investment in Health Care in the County
- A Community General Hospital
- The elimination of more than \$17 Million in liabilities under the Operating Agreement.

Next Steps

Page 39 of 39

- Approval of the Definitive Documents in Substantial Final Form by Pender County
- Execution of the Definitive Documents by the Parties (Pender County, PMH and Novant)
- Notice of Transaction to the North Carolina Attorney General for its Review
- Information provided as requested by other Governmental Officials (e.g. State Treasurer, LGC)
- Completion of Real Estate Due Diligence
- Closing of the Transfer of the Hospital Real Property to PMH
 - expected completion date of transaction – December 2023



**Pender County
Consideration of Approval of a Contract
with Pond & Company for Design,
Engineering, and Construction
Administration for Central Pender Park**

TO:	BOCC
FROM:	Sarah Taylor
DATE:	September 18, 2023
SUBJECT:	Consideration of Approval of a Contract with Pond & Company for Design, Engineering, and Construction Administration for Central Pender Park

SUMMARY:

Pender County Parks & Recreation obtained PARTF grant funding for the creation of a new park, Central Pender Park, located just north of the intersection of Old Savannah Road and Highway 117 in Burgaw. Preliminary plans and site surveys, in addition to budgetary cost estimates, were prepared for the roughly 60 acre parcel. The initial phase of development for the park will include construction of site utilities, restroom/concession stand, picnic shelter, playground, 4 multipurpose fields with lights, a multi-use path, and a parking lot.

On June 23rd, the county re-advertised a Request for Qualifications for a design firm to provide design, engineering, and construction administration to complete the project. The project budget of \$2.825 million was advertised along with a completion deadline of September 2025. Four firms responded to the RFQ and were interviewed by County Staff to further validate their qualifications. Pond & Company was selected by staff based on their qualifications and references. Their proposal for analysis & design, design development, final construction plans & permitting, bidding, and complete turn-key construction administration totals \$295,120.

ACTION REQUESTED:

Approve a contract and subsequent Purchase Order with Pond & Company in the amount of \$295,120 to be paid from 60-404505-6027.



401 Hawthorne Lane, Suite 110-194 pondco.com
Charlotte, NC 28204

August 23, 2023

Dee Turner, Zach White, and Sarah Taylor
Pender County Parks and Recreation
805 S. Walker Street
Burgaw, NC 28425

Re: Central Pender Park – Phase I

Mrs. Turner, Mr. White, & Ms. Taylor,

Pond & Company (Consultant) is pleased to provide Pender County Parks and Recreation (Client) with a proposal for design and engineering services for the new Central Pender Park – Phase I located in Burgaw, North Carolina. The work outlined in this proposal will proceed with the planning, design, and engineering of the Phase I elements, noted in green on the PARTF site plan previously prepared by the Client, see Exhibit 1 in this proposal.

POINT OF CONTACT:

Emily Blackwell Hsiao will serve as Project Manager and main point of contact, supported by Andrew Kohr, Principal in Charge. Once we receive a notice to proceed, we will develop a detailed schedule.

SCOPE OF SERVICES:

TASK 1 – ANALYSIS & DESIGN VALIDATION

- A. Analysis:
 - a. The Consultant understands that the Phase I park elements are as follows:
 - i. Four (4) Soccer fields
 - ii. Picnic Shelter (shelter to be constructed on site, not prefabricated)
 - iii. Restroom/ Concessions Building (Previously permitted. Only code compliant review is included in the scope of this proposal)
 - iv. Playground
 - v. Parking lot
 - b. THE Consultant will review the previous site plan with the Owner to understand intended elements. (See Kickoff Meeting agenda under Ca. below)
- B. Design Validation:
 - a. Conceptual Options
 - i. The Consultant will develop 2 conceptual site plans based on the Owner's program and previous PARTF site plan.
 - ii. The Consultant will develop a preliminary building plan for the open-air picnic Shelter.
 - iii. The Consultant will review the existing building plans for the Restroom/Concessions building which will be provided by the county for code compliance only.

- iv. The Consultant will review these plans with the Owner team for team to discuss options, challenges, and opportunities.
- b. Final Concept Plan
 - i. The Consultant will use the feedback from the conceptual plan to refine the layout and design of the site to create a final concept plan.
 - ii. The Consultant will provide a color site plan exhibit of the final concept plan.
 - iii. The cost estimator will provide a preliminary opinion of probable cost to reflect the costs to be expected for the Final Concept Plan.
- C. The Consultant will provide the following meetings during this task of the project:
 - a. (1) Kickoff meeting & Site Visit (In Person)
 - i. This meeting will include the following topics: a review of the project scope, a discussion of the Owner's intended programming for the park, and a review of the previous concept plan, timeline, goals, desired outcomes of the project, and project budgets.
 - ii. We will visit the site to understand the existing conditions and document potential impacts to any proposed concept and to validate the completed survey.
 - b. (1) Concept Review Meeting, Virtual
 - i. The Consultant will present the two concepts to the Owner/Client and review their feedback to prepare for next steps.
 - c. (1) Final Concept Review Meeting, Virtual
 - i. Upon completion of the final concept plan, the Consultant will present the Final Concept Plan and the cost estimate to the Owner for final approval.
 - ii. This meeting will also be used to determine the exact schedule of project phases.
- D. Survey – Additional:
 - a. Summit Design and Engineering Services completed a site survey dated March 31, 2021.
 - b. During Analysis and Design Validation, we will determine if any portions of site information are missing from this survey. If additional survey data is needed, we will request that Summit complete those during this phase of the project.

TASK 2 – DESIGN DEVELOPMENT

Based on the approved Final Concept Plan, the Consultant will take the site plan design and progress it to approximately 50% design completion.

- A. The following are the anticipated tasks for this phase:
 - a. Based on the site programs developed in the master plan, The Consultant will prepare schematic documents in the following format:
 - i. Cover Page
 - ii. Notes Page
 - iii. Existing Conditions Plan
 - iv. Preliminary Site Plan
 - v. Conceptual Grading and Drainage Plan
 - vi. Preliminary Site Utility Plan
 - vii. Preliminary Landscape Plan
 - viii. Preliminary Shelter building plans
 - ix. Outline specifications
 - x. Memo identifying known required permits

xi. Materials palette

- B. The Consultant will prepare a preliminary stormwater management analysis for sizing and massing of the stormwater management facilities such as detention and water quality devices and measures.
- C. The Consultant will analyze overall earthwork and elevation changes that affect the layout and utility infrastructure connections. Reasonable attempts will be made to design the project so that the earthwork balances on site, but this is not guaranteed.
- D. The plans will include a conceptual horizontal layout of stormwater conveyance systems, stormwater treatment facilities, and domestic water piping.
- E. A pre-design meeting with County permitting officials will be arranged to verify utility capacity information and availability and other applicable requirements. Should there be any issues expected with utility capacity or with local regulations, the Consultant will advise the Client of the issues before moving forward.
- F. Based on the design development plans, material selections, and narratives, The Consultant will develop a final scope of work for the cost estimator.
- G. The design development design package will be provided to the Client in electronic and/or hard copy format for review and discussion. The Consultant will then meet with the Client to discuss the proposed design and any questions or comments.
- H. Please note that this task includes one (1) in-person meeting and one (1) virtual meeting with the Client (anticipated coordination meetings to include the Project Manager and Civil Engineer and a review meeting, which will include the Project Manager and Civil Engineer/Environmental Scientist/or Water Resources Engineer).

TASK 3 - FINAL CONSTRUCTION PLANS & PERMITTING

The Consultant will incorporate feedback on the construction document plans and specifications in order to finalize the design. This task also includes permitting of the design plans.

The following are the anticipated tasks for this phase:

- A. Using the Client approved plan and feedback, Pond will prepare final construction documents in the following format:
 - a. Cover Sheet
 - b. General Notes
 - c. Existing Conditions Plan
 - d. Site Demolition Plans
 - e. Site Layout Plans
 - f. Grading and Drainage plans with storm profiles
 - g. Site Utility Plan
 - h. Construction Details
 - i. Three-Phase Erosion, Sediment, and Pollution Control Plans and Details, in conformance with State Erosion and Control Permit procedures for entire site. ES&PC plans will also serve as the final grading plans.
 - j. Landscape Plans.
 - k. Shelter Building Plans, including architectural, electrical, and structural plans
 - l. Site Electrical Plans
- B. The Consultant will prepare a final stormwater management analysis and report to meet the County requirements, as applicable.
- C. The Consultant will prepare written specifications and a project manual applicable to the scope of work for the project; these will be provided to the Client for procurement.

- D. Using the final design plans, the Consultant will engage the cost estimator to prepare an updated opinion of probable construction cost.
- E. The Consultant will address any minor comments on the drawings from the Client (within the scope of this proposal) to prepare final design documents. The Consultant assumes one round of comments.
- F. Near the completion of final documents, the Consultant will coordinate with the USACE and prepare one (1) pre-construction notification to obtain verification of coverage under the appropriate Nationwide Permit. Additionally, Pond will complete one (1) in person meeting with USACE Wilmington District regulatory personnel to discuss the project and application ahead of submittal. As part of the environmental permitting process, the Consultant will also prepare and submit a pre-filing meeting request to NCDEQ, as required by the Clean Water Act Section 401 Certification Rule.
- G. With the final documents, the Consultant will coordinate permitting and submitting the construction documents through Pender County as part of the Land Disturbance Permit (LDP) process for the site.
- H. Revisions to the plans and stormwater management report will be made per County review comments that fit within the scope of this project as described in this proposal. Major comments or comments with a design impact will be discussed with the Client project manager before they are addressed.
- I. Upon completion of permitting, The Consultant will prepare a 100% final, signed and sealed set of plans and specifications for the Client's use in bidding the project.
- J. The final design package will be provided to the Client in electronic and hardcopy format for review and discussion. It is anticipated that any comments received at this stage will be minor in nature and will not require redesign. Pond will then meet with the Client to discuss the design and any questions or comments.
- K. Please note that, besides the environmental permitting meetings, this step includes up to one (1) in-person meeting and two (2) virtual meetings with the Client, such as coordination meetings and a review meeting (anticipated coordination and review meetings to include the Project Manager and Civil Engineer).

TASK 4-A – BIDDING & CONSTRUCTION ADMINISTRATION

The Consultant will assist the Client with the construction phases of the project for bidding and construction administration. The following are the anticipated tasks for this phase:

- A. Bidding:
 - a. Development of Pre-Bid Meeting agenda
 - b. Project Manager's attendance at the Pre-Bid Meeting
 - c. Issuance of Pre-Bid Meeting notes and addendums
 - d. Bid Review with Client
- B. Construction Administration
 - a. Development of Pre-Construction Meeting agenda
 - b. Project Manager & Civil Engineer's attendance at Pre-Construction Meeting
 - c. (12) Monthly Site visits with Owner and Contractor
 - d. Response to Design Submittals, RFIs, Change Orders
 - e. Review of Pay Applications submitted by the Contractor
 - f. Punch list site walk and close out report

TASK 4-B – BIDDING & CONSTRUCTION ADMINISTRATION

The Consultant will assist the Client with the construction phases of the project for bidding and construction administration. The Consultant has provided this reduced scope as an alternate to Task 4-A. The following are the anticipated tasks for this alternate phase:

Architects
Engineers
Planners
Constructors

- A. Bidding:
 - a. Project Manager’s virtual attendance at the Pre-Bid Meeting
 - b. Consultant will provide responses to questions for Owner to issue
- B. Construction Administration
 - a. Project Manager & Civil Engineer’s attendance at Pre-Construction Meeting
 - b. (6) Site visits with Owner and Contractor
 - c. (2) Virtual Meetings
 - d. Response to Design Submittals, RFIs, Change Orders
 - e. Punch list site walk and close out report
 - f. Task 4-B scope does not include any CA services from the Electrical or Structural Engineers

COMPLETE LIST OF PROJECT DELIVERABLES:

- (1) Conceptual Plan – PDF & Hardcopy (22” x 34” sheet size)
- (1) Final Concept Plan – PDF Format (22” x 34” sheet size)
- (1) Final Concept Cost Estimate – PDF Format (8.5” x 11”)
- (1) Design Development Plan Set – PDF Format (22” x 34” sheet size)
- (1) Design Development Cost Estimate – PDF Format (8.5” x 11”)
- (1) 90% CD Set – PDF Format (22” x 34” sheet size)
- (1) 90% Cost Estimate – PDF Format (8.5” x 11”)
- (1) Final/ Bid CDs Set – PDF Format (22” x 34” sheet size)
- (1) Specifications

SCOPE ASSUMPTIONS/EXCLUSIONS:

- Client and Owner will appoint a Project Manager to serve as a single point of contact.
- Client and Owner will provide site access and provide the Consultant with information regarding planned and existing site features.
- Client and Owner will review the deliverables in a timely manner and provide appropriate feedback.
- Once work has commenced, then changes in the design or alternatives may constitute a change order.
- Re-design as a result of value engineering or unknown conditions will constitute a change order.
- Services not specifically included in the proposal, are deemed to be excluded and considered additional / out of scope services, which will require a change order prior to commencement of any additional work.
- The following services are excluded under this Agreement:
 - Construction Documents beyond what is scoped in this proposal
 - Additional surveying services, including ALTA/NSPS Land Title Survey; Title Search; Topographic Surveys for off-site utility extensions that are not mentioned above; Wetland Delineation; Underground Utility Survey (Outside Limits); Tree Survey other than shown above; Easement Acquisition Support Services; Subdivision Platting, Recording Fees; Construction Staking
 - Environmental permitting; species-specific surveys for protected species; Phase 1 or 2 cultural resources surveys; ground penetrating radar surveys; MOA/MOU with SHPO; more than *de minimus* impacts to 4(f) resources.
 - Public or community meetings
 - Presentations to commissions or boards
 - Hydrological studies or evaluation

- Arborist reports or hazard assessments
- Additional design or field efforts due to a change in, or expansion of the project area
- There is no gas available on site. Gas piping is not included in the basic design.
- Security and fire protection monitoring design
- Solar PV array design
- Design, engineering, plan modifications, or building permit for restroom/concessions building
- Fire Protection design
- Photometric studies
- Radon system (passive or active)
- Security and fire protection monitoring design is by others.
- Construction Administration site visit(s) for Electrical or Structural Engineers.
- Specialty lighting and sports field lighting design, that would require the services of a lighting designer
- Low-voltage electrical drawings
- Record/ As-Built drawing production
- Value engineering
- NGBS or Sustainable Design/LEED Certification
- Detention vault
- Site walls
- Any Third (3rd) and subsequent reviews of rejected MEP or Structural Engineering shop drawings will be additional services.
- Any submittal MEP or Structural Engineering reviews that have previously been approved and are resubmitted as alternates will be additional services.
- Modifications to MEP or Structural Engineering Construction Documents based on RFI responses or material replacement and approved submittals are not included in Construction Administration, unless required by AHJ. All other shall be considered as “As-Built” conditions and subject to additional services.

FEE STRUCTURE:

The following costs represent our lump sum fees to complete the scope of work outlined above. The fees include all labor and project related expenses including travel, printing, and per diem. The Consultant will bill monthly on a percentage complete basis.

TASK 1 – ANALYSIS & DESIGN VALIDATION	\$ 46,070
TASK 2 – DESIGN DEVELOPMENT	\$ 56,500
TASK 3 – FINAL CONSTRUCTION PLANS & PERMITTING	\$ 134,800
TASKS 1-3 SUBTOTAL	\$ 237,370
TASK 4-A – BIDDING & CONSTRUCTION ADMINISTRATION	\$ 57,750
TASK 4-B – BIDDING & CONSTRUCTION ADMINISTRATION	\$ 30,600

Please let me know if you have any questions and thank you again for your trust in our firm.

Sincerely,
Pond & Company



Emily Blackwell Hsiao, PLA, ASLA, CLARB
Charlotte PLACE Practice Lead | Associate
919.971.4651
emily.hsiao@pondco.com



Andrew Kohr, PLA
Director of Landscape Architecture
404.556.8758
Andrew.Kohr@pondco.com

ACCEPTED BY: BY SIGNING BELOW THE UNDERSIGNED REPRESENTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS BINDING AGREEMENT ON BEHALF OF THE CLIENT.

Signature: _____

Printed Name & Title: _____

Date: _____

ONCE AN EXECUTED COPY OF THE AIA CONTRACT IS RETURNED FOR OUR RECORDS, IT WILL SERVE AS OUR OFFICIAL AUTHORIZATION TO PROCEED.

EXHIBIT A

Exhibit 1: PARTF Site Plan

SITE PLAN

Phase 1 of the park is shown in green below.



TERMS AND CONDITIONS

This Agreement between _____ ("Client") and **Pond & Company** ("POND"), a Georgia corporation with its corporate headquarters located at 3500 Parkway Lane, Suite 500, Peachtree Corners, GA 30092, is effective as of _____, 20____. The parties agree as follows:

1.0 Services:

POND agrees to perform for Client the professional services ("Services") described in the POND proposal dated

, 20____ ("Proposal"), attached and incorporated herein. Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically described in the Proposal. As full consideration for the performance of Services, Client shall pay to POND the compensation provided for in the Proposal.

2.0 Integration:

These Terms and Conditions, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. If any term or provision hereunder, or any portion hereof, is held to be invalid or unenforceable, it shall not affect any other term or provision hereunder or any part thereof, unless the invalidity or unenforceability of such term(s) or provision(s) tends to render the Agreement commercially useless to either party, in which case the entire Agreement shall become null and void.

3.0 Access to Site:

Unless otherwise stated, POND will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently POND is denied or delayed in performing our services, the associated cost may be viewed as an additional expense.

4.0 Billings/Payment:

Invoices for POND services shall be submitted, at POND'S option, either upon completion of such services, on a project basis or on a monthly basis and are due when rendered. Client shall promptly review all invoices and shall notify POND in writing within ten (10) days of date of invoice, provide reasons for the objection, and promptly pay the undisputed amount. Invoices shall be considered "Past Due" if not paid within 30 days after receipt of invoice for services rendered. If the invoice is not paid within 30 days, POND may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, stop work on the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1% per month on the unpaid balance at the sole election of POND. In the event any portion or all of an account remains unpaid 90 days after proper billing, the Client shall pay all costs of collection, including reasonable court costs and attorney's fees. Client shall remit payment to POND's corporate headquarters address above.

5.0 Reimbursable Expenses:

Reimbursable expenses will be billed at a multiplier of 1.15 times the cost incurred.

6.0 Additional Services:

Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, correction of discrepancies between copies of the Contract Documents and the electronic media after the 30-day acceptance period and any other services that are not included within the Proposal. POND will only perform additional services when authorized in writing by the Client or Client's representative.

7.0 Client Furnished Services:

Any services provided by the Client for POND shall be deemed reliable, and POND shall be entitled to rely on the accuracy and completeness of any services and information furnished.

8.0 Indemnification:

The Client shall indemnify and hold harmless POND and all of its personnel from and against any claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the negligent performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict

Revised 4/23/2019

Page 1 of 4

liability of the Client, anyone directly employed by the Client (except POND), or anyone for whose acts any of them may be liable.

9.0 Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and POND, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, POND's total aggregate liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed total fee. Such causes include, but are not limited to, POND negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

10.0 Dispute Resolution:

Any claims, counterclaims, or disputes between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by negotiation, mediation or litigation. The parties shall first endeavor to settle the dispute through direct discussions or negotiations. If the parties do not resolve the dispute or claim within thirty (30) days of the first notice thereof, either party may request mediation, which shall take place within thirty (30) days of the date the request is made. If both parties do not agree to mediation within ten (10) days of said request, or if the mediation does not result in a resolution of the dispute, then either party may proceed with litigation. No written or oral representation during any settlement negotiations or mediation shall be deemed as party admissions.

Any litigation arising out of this Agreement or the breach thereof must be filed in the state courts of Gwinnett County, Georgia, which shall be the sole and exclusive venue for all such litigation. The parties to this Agreement consent to jurisdiction in Gwinnett County, Georgia, and waive any objection thereto.

11.0 Standard of Care:

POND shall perform Services for Client with a standard of care ordinarily exercised by other firms providing similar services in accordance with accepted and sound professional practices, and conforms to applicable laws, codes and regulations.

12.0 Exchange of Electronic Media:

When exchange of data by electronic media is required by this agreement, the following shall apply:

12.1 Client to POND

The Client shall deliver to POND electronic files suitable for use in the format, specification, media and hardware platform (production system) agreed upon between the parties. POND shall review the files within a reasonable time period and determine whether electronic files are suitable for POND's use on the project. If the electronic files are unsuitable for use, POND shall notify the Client of the deficiencies. The Client shall make the required corrections and return the electronic files to POND.

12.2 POND to Client or Third Parties

POND shall deliver to the Client electronic files in the format agreed upon between the parties. These files are compatible only with the software and version agreed upon and may not be compatible with future versions of the software. The Client shall review the electronic files received from POND and notify POND of any discrepancies within a reasonable time period, but no longer than 60 days. POND shall make the required corrections and return the electronic files to Client.

POND agrees that it is responsible for the accuracy of the original sealed documents. If at any time there exists a difference between the submitted electronic files and the original sealed documents, the original sealed documents will govern as the official delivered contract documents.

POND will not release electronic files to third parties without a written authorization of the Client.

13.0 Termination of Services:

This Agreement may be terminated by written notice by either the Client or POND, should the other fail to perform its obligations hereunder or for convenience. In the event of termination, the Client shall pay POND for all services appropriately and completely rendered to the date of termination and all associated reasonable reimbursable expenses.

14.0 Ownership of Documents:

All documents, including electronic media, produced by POND under this Agreement shall remain the property of POND and may not be used by the Client for any reason without the written consent of POND; such written consent not to be

unreasonably withheld, conditioned or delayed. Any unauthorized use or distribution shall be at Client's and Recipient's sole risk and without liability to POND. Client further agrees that documents produced by POND pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without POND's written approval; such written approval not to be unreasonably withheld, conditioned or delayed. The Client will indemnify, defend, and hold

harmless POND for any and all claims, counterclaims, losses, costs, damages, awards or judgments arising from the unauthorized use of the documents.

If Client terminates this Agreement and POND authorizes the use of incomplete documents for Client's future use, POND shall not be liable for any errors or omissions and Client agrees their use of the incomplete documents is at their sole risk.

15.0 Force Majeure:

POND is not responsible for damages and delays caused by factors beyond POND's reasonable control, including but not limited to damages and delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of POND's services or work product promptly, or damages and delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond POND's reasonable control occur, the Client agrees POND is not responsible for damages, nor shall POND be deemed to be in default of this Agreement.

16.0 Discovery of Unanticipated Hazardous Materials:

Hazardous materials may exist where there is no reason to believe they could or should be present. POND and the Client agree that the discovery of unanticipated hazardous materials may constitute a changed condition mandating a renegotiation of the scope of work or termination of services at the election of either party. POND and the Client also agree that the discovery of unanticipated hazardous materials may make it necessary for POND to take immediate measures to protect human health and safety, and/or the environment. POND agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client encourages POND to take any and all prudent "first aid" measures that in POND's opinion are justified to preserve and protect the health and safety of POND's personnel and the public, and/or the environment, and the Client agrees to compensate POND for reasonable additional cost of such work. The Client waives any claim against POND, and agrees to indemnify, defend and hold POND harmless from any claim or liability for injury or loss arising from POND's encountering unanticipated hazardous materials. The Client also agrees to compensate POND for any time reasonably spent and expenses incurred by POND in defense of any such claim, with such compensation to be based upon POND's prevailing fee schedule and expense reimbursement policy. The Client is fully responsible for and assumes all risks associated with such conditions.

17.0 Site Operations:

POND field personnel will avoid hazards and potentially dangerous exposure to and contact with utilities which are visible to them at the site. The Client recognizes that POND's personnel may not identify all subsurface utility lines and manmade objects, and that the information upon which POND relies may contain errors, may be incomplete, or insufficient. POND is not responsible for any reasonably unforeseeable damage or loss due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost or demolition. Where the detailed investigation of such a condition is not authorized, POND shall not be responsible for the condition of the existing structure and utilities. The Client understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.

18.0 Construction Activities:

Unless specifically stated otherwise, the Client and his contractor(s) are fully and solely liable for all means and methods of construction, temporary bracing and shoring, and construction site safety.

19.0 Consequential Damages:

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

20.0 Governing Law:

This Agreement shall be deemed to be executed in Gwinnett County, Georgia and shall be governed by the laws in the State of Georgia. It is agreed that all actions related to this Agreement shall be submitted to the jurisdiction of the state or federal courts in the State of Georgia and that the venues for same shall be located in Gwinnett County, Georgia.

By signing in the space provided below, I verify that I am an Officer or authorized agent of the Client and agree that I have fully read, understand and accept the Terms and Conditions as stated above.

Client

Pond & Company

Signed (Must be an Officer or Authorized Agent)

Signed (Must be an Officer or Authorized Agent)

Typed Name

Typed Name

Title

Title

Date

Date



Pender County Request to proceed with RFQ for new library based on results of public input

TO: Board of County Commissioners
FROM: Allen Phillips-Bell
DATE: September 18, 2023
SUBJECT: Request for Board Action

SUMMARY:

On June 19 during closed session, the Board of County Commissioners tasked county staff with gathering public input regarding the location of the proposed new Hampstead Branch Library. A survey was conducted from July 20 through August 20. The survey was available online through the library's homepage and in paper format at both library locations. In addition, there were two in-person public input sessions at the Hampstead Branch Library on Thursday, August 8 at 6 pm and on Saturday, August 19 at 10:30 am. The survey and the public input sessions were reported in various local news reports and were advertised several times through the Library's social media accounts.

The two options under consideration in the public information gathering process were:

- Renovate and expand the existing Pender County Library Hampstead Branch on Library Drive.
- Build an entirely new library next to the Pender County Government Annex building in Hampstead.

As explained in the survey, the associated project costs are expected to be roughly equal for each option. This is because if the county were to renovate and expand the existing Library Drive site, the county would need to purchase additional surrounding property. On the other hand, if the new library is built at the Annex site, the county could offset costs by selling the existing Library Drive property.

We received 656 responses to the survey. Of those, 44 expressed no preference. Among the 612 who did express a preference, the results were as follows:

- 329 (54%) of the respondents prefer the site next to the Government Annex.
- 283 (46%) of the respondents prefer the site of the existing Hampstead Branch Library.

The library director and county management are in agreement that either option would successfully provide Pender County residents with a much-needed larger library in Hampstead. Given that either location would be suitable, and we have sought public input on the matter, staff recommends following the results of public input that the county build a new library facility at the site next to the Government Annex in Hampstead.

In addition to the question of location, the Board of County Commissioners asked staff to bring them a revised recommendation for the size of this proposed new library that would take into account projected growth in the area. Based on projected population growth numbers from the North Carolina Office of Budget Management and the median library square footage per capita for other counties in North Carolina, the library director recommends a new library facility of 20,000 square feet.

ACTION REQUESTED:

The Board is requested to provide approval for the Library to take the next step and post an RFQ for architectural design for a 20,000 square foot library at the site adjacent to the Pender County Government Annex in Hampstead.

Public Input on Location of Proposed New Library in Hampstead

Pender County is contemplating the construction of a new, larger library in Hampstead. This would replace the existing Pender County Library Hampstead Branch.

These are the two options under consideration:

- Renovate and expand the existing Pender County Library Hampstead Branch on Library Drive.
- Build an entirely new library next to the Pender County Government Annex building in Hampstead.

Here are some relevant details to consider:

- No matter which option is chosen, the size of the new, larger library would be the same.
- Additionally, the associated project costs are expected to be roughly equal.
 - * This is because if the county renovates and expands the existing Library Drive site, the county would need to purchase additional surrounding property.
 - * On the other hand, if the new library is built at the Annex site, the county could offset costs by selling the existing Library Drive property.



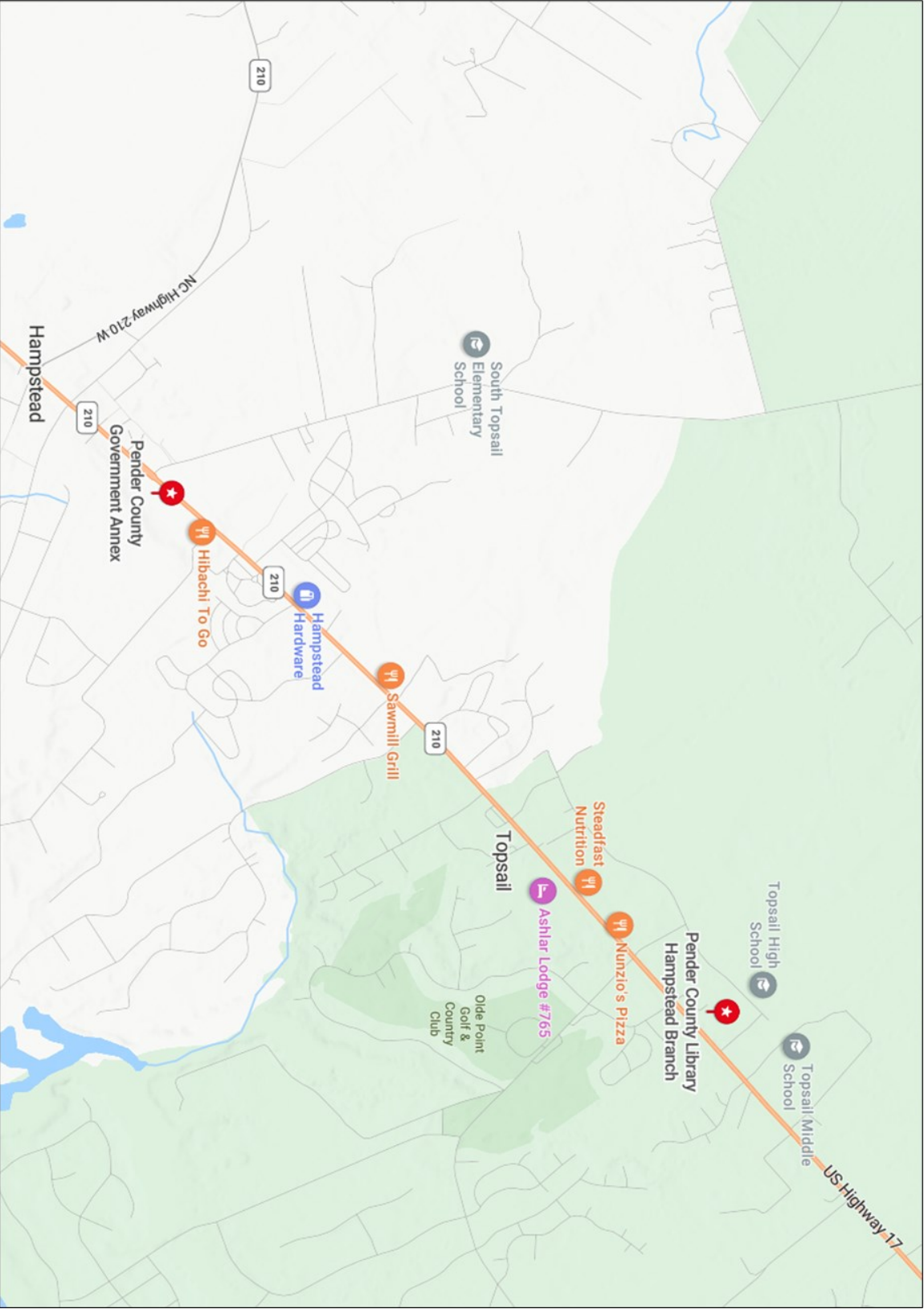
The two locations under consideration are labeled with red pins on the map on the back of the page.

Questions

- 1) Where would you prefer the new library to be located?
 - a) The site of the existing Pender County Library Hampstead Branch on Library Drive
 - b) The site next to the Pender County Government Annex
 - c) No preference
- 2) Do you live in Pender County? Please circle one: Yes / No
- 3) What is your zip code? _____
- 4) Please provide any comments below.



The two locations under consideration for the proposed new library in Hampstead are labeled with red pins on the map below. See information and questions on the other side of the page.



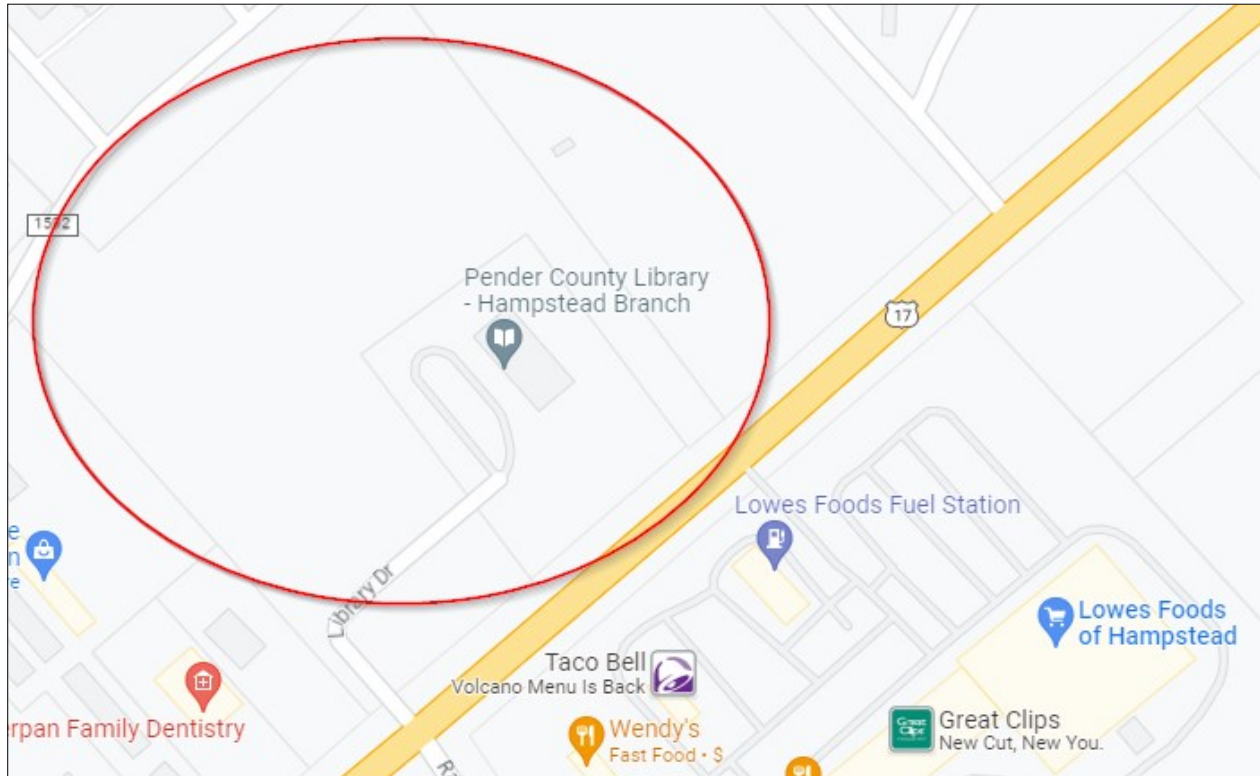
Site next to Pender County Government Annex building

(across the street from Bojangles)

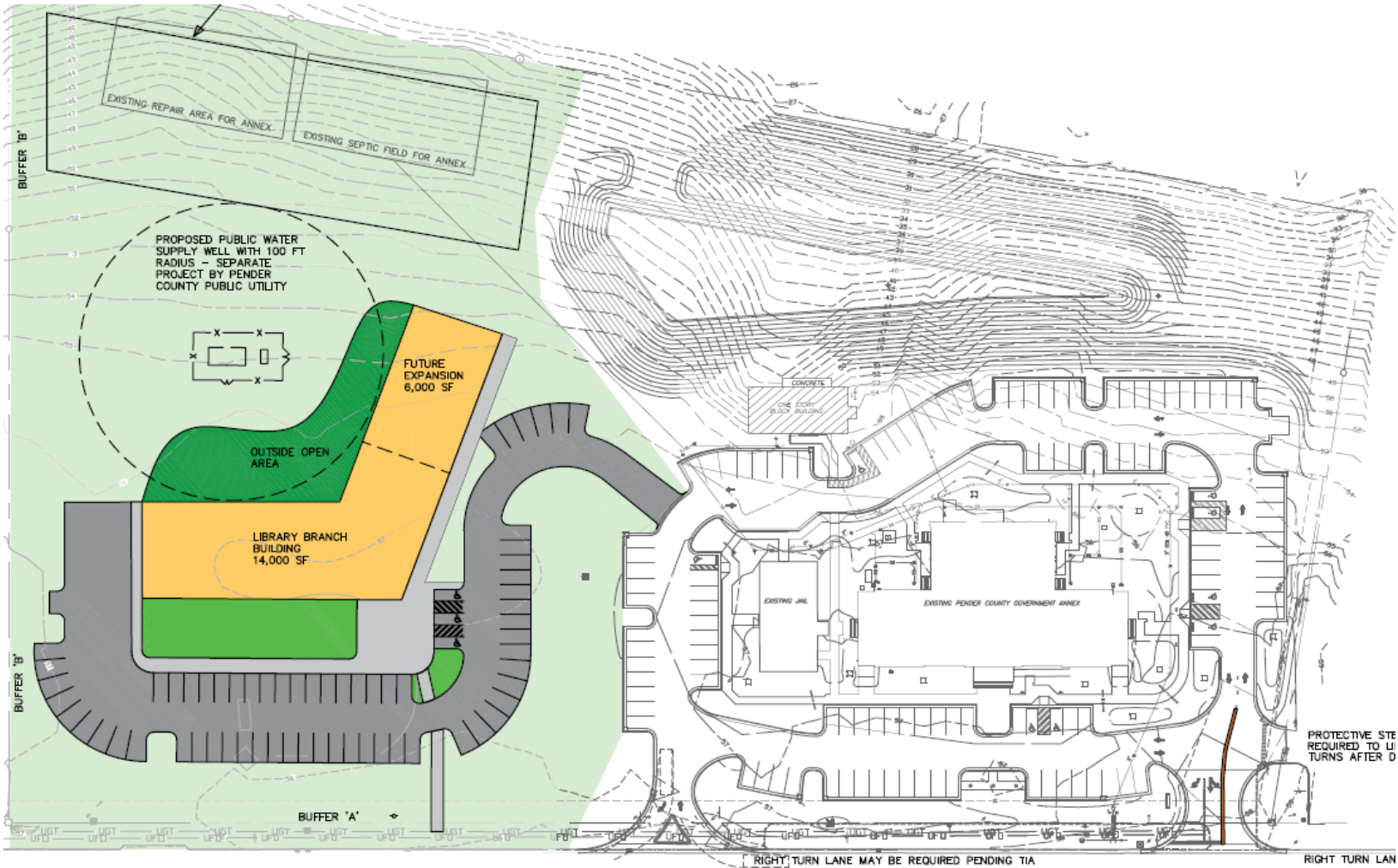


Site of existing Hampstead Branch Library

(Across the street from Taco Bell and Wendy's)



Proposed new Hampstead Branch Library



Survey results

54% prefer a new
library on the site
next to the
Government Annex

46% prefer
renovating and
expanding the
existing library

Current Hampstead library	7,800 SF
Main Library in Burgaw	13,000 SF
2023 proposal for new Hampstead library	20,000 SF

Cost comparison of the two options

	75 Library Dr	Hampstead Annex
Construction/design cost	\$ 10,705,000	\$ 14,903,000
Property sale/purchase	\$ 2,300,000	\$ (1,393,285)
Total	\$ 13,005,000	\$ 13,509,715
Funding sources		
Topsail Township Friends of the Library	\$ (500,000)	\$ (500,000)
Edna Kellet bequest in capital reserve fund	\$ (159,643)	\$ (159,643)
Piedmont Natural Gas easement at 75 Library Dr, added to the capital reserve fund	\$ (26,840)	\$ (26,840)
Total funding	\$ (686,483)	\$ (686,483)
Total	\$ 12,318,517	\$ 12,823,232

Project timeline (36 months)

Page 11 of 11

New Hampstead Branch Library																													
Project Planning		2023				2024												2025				2026							
		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Feb	Mar	Apr	May	Jun	Jul	Aug			
RFQ for Architectural Design																													
Design Contract Award																													
Schematic Design																													
Cost estimate																													
Presentation & owner review																													
Design Development																													
Cost estimate update																													
Presentation & owner review																													
Construction Documents																													
Cost estimate update																													
Presentation & owner review																													
Bid Phase & Construction Contract Award																													
Construction - 18 month duration																													
Furnishings Contract Bid & Award																													
Furnishings Installation																													



Pender County Re-appointments to the Advisory Board of Health

TO: Board of County Commissioners
FROM: Alexis Stanfield
DATE: September 18, 2023
SUBJECT: Re-appointments to the Advisory Board of Health

SUMMARY:

The following applicants have applied for re-appointment for the Advisory Board of Health:

Kimberly Collins for Nurse Position
Jan Dawson for Public Member Position
Denise Houghton for Optometrist Position

Ms. Collins and Ms. Dawson have both served the maximum number of terms, three (3), and years, ten (10) allowed under the Board of Commissioners' Rules of Procedure, since they were first appointed on June 17, 2013. Their most recent terms expired on June 30th, 2023. Both have a satisfactory attendance record and have indicated a willingness to continue serving this role.

Despite diligent efforts by the County Public Health Director and the Clerk to the Board, including newspaper advertisement and posting on the County website, no other interested applicants can be found. Therefore, the Clerk recommends that the Board waive the 3-term/10-year policy set out at Rule 32, section C of the Board of Commissioners' Rules of Procedure and reappoint the above-listed individuals to the Advisory Board of Health. The County Public Health Director concurs in this recommendation.

Should the Board vote to approve Ms. Collins and Ms. Dawson, their new terms would begin on July 1, 2023 and expire on June 30th, 2026.

Denise Houghton has served one term on the Advisory Board of Health as an Optometrist. Her term expired on June 30th, 2022, and she has continued to serve on

the board in the absence of another appointment. Ms. Houghton has a satisfactory attendance record and has indicated a willingness to continue serving in this role. Should the Board vote to reappoint Ms. Houghton, she will serve a three-year term beginning on July 1, 2022, and expiring on June 30th, 2025.

ACTION REQUESTED:

Consideration to re-appoint the listed applicants.

ATTACHMENTS:

Kimberly Collins Application
Jan Dawson Application
Denise Houghton 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 Collins			First Kim			M.I. m	Date Aug 7, 2023		
Physical Address 329 Lafayette St.						Apartment/Unit #			
City Wilmington			State NC			ZIP 28411			
Mailing Address (if different from above)									
City			State			ZIP			
Home Phone 910-228-8759			Work Phone			E-mail Address 1 Kmccollins2022@gmail.com			
Fax Number						E-mail Address 2 gmail.com			
Board Interest(s) RN position									
How long have you been a resident of Pender County? 34 years									
EDUCATION									
High School East Carteret High			Location Beaufort, NC						
From	72	To	76	Did you graduate?	YES ☒	NO ☐			
College East Carolina Univ.			Location Greenville, NC						
From	76	To	81	Did you graduate?	YES ☒	NO ☐	Degree BSN		
Other			Location						
From		To		Did you graduate?	YES ☐	NO ☐	Degree		
EMPLOYMENT HISTORY									
Current Employment			Pender Alliance for Total Health				Job Title Clinical Manager		
Responsibilities			Clinical Administration of clinics						
Previous Employment			PCS's				Job Title Lead School Nurse		
Previous Employment							Job Title		
Previous Employment							Job Title		
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held:									
current member of Pender Co Advisory BDH									
" " School Nurse Assoc. of NC									
" " National School Nurse Assoc.									
" " Pender Education Partnership									

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). <i>PC Advisory BOH</i>	
State reasons why you feel qualified for this appointment(s): <i>Experience in BOH proceedings Long time resident of Pender County RN for 42 years 22 years as school nurse in PCS's</i>			
MILITARY SERVICE			
Branch		From	To
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>Committed to the health + well-being of the residents and families of Pender County.</i>			
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 <i>Kim Collier</i>		Date <i>Aug 7, 2023</i>	

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 <u>Dawson</u>		First <u>Jan</u>		M.I. <u>L</u>	Date <u>8-15-2023</u>
Physical Address <u>503 S Bennett St</u>				Apartment/Unit #	
City <u>Burgaw</u>		State <u>NC</u>		ZIP <u>28425</u>	
Mailing Address (if different from above)					
City		State		ZIP	
Home Phone <u>910 259-3149</u>		Work Phone <u>910 604-0109</u>		E-mail Address 1	
Fax Number				E-mail Address 2	
Board Interest(s)					
How long have you been a resident of Pender County? <u>51 years</u>					
EDUCATION					
High School			Location		
From	To	Did you graduate?	YES ☒	NO ☐	
College			Location		
From	To	Did you graduate?	YES ☐	NO ☒	Degree
Other			Location		
From	To	Did you graduate?	YES ☐	NO ☐	Degree
EMPLOYMENT HISTORY					
Current Employment		<u>Retired</u>		Job Title	
Responsibilities					
Previous Employment		<u>Pender County</u>		Job Title <u>Addressing Coordinator</u>	
Previous Employment				Job Title	
Previous Employment				Job Title	
COMMUNITY INVOLVEMENT					
Please list current and past membership in civic or other organizations and offices held:					
<u>Blueberry Festival Executive Board - 7 years</u>					
<u>Church committees</u>					

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).	
		<i>Town of Burgaw Commissioner</i> <i>20 years</i> <i>Currently serving on P.C. Board of Health</i>	
State reasons why you feel qualified for this appointment(s):			
<i>My role as a town commissioner</i>			
MILITARY SERVICE			
Branch		From	To
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.			
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	
<i>Jan Dawson</i>		<i>8-15-2023</i>	

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	Houghton		First	Denise	M.I.
Physical Address		901 Spot Ln		Date 8/6/2023	
City	Holly Ridge		State	NC	ZIP 28445
Mailing Address (if different from above)					
City		State		ZIP	
Home Phone		Work Phone		E-mail Address 1	
Fax Number				E-mail Address 2	
Board Interest(s)					
Public Health - will fill any seat that needs to be filled.					
How long have you been a resident of Pender County?					
36 years					
EDUCATION					
High School	Wallace Rose Hill		Location Teachey NC		
From	1979	To	1983	Did you graduate?	YES ☒ NO ☐
College	East Carolina		Location Greenville, NC		
From	1983	To	1987	Did you graduate?	YES ☒ NO ☐ Degree
Other			Location		
From		To		Did you graduate?	YES ☐ NO ☐ Degree
EMPLOYMENT HISTORY					
Current Employment	Retired			Job Title	
Responsibilities					
Previous Employment	NC Dept Health Human Services			Job Title Health Education Consultant	
Previous Employment	New Hanover Co. Health Dept			Job Title Health Promotions Director	
Previous Employment	America's Cancer Society			Job Title Regional Director	
COMMUNITY INVOLVEMENT					
Please list current and past membership in civic or other organizations and offices held:					
Board member - Shoreline Table					
Board member - Chapel of The Bay Church					
Board member - Pender Education Partnership					
Board member - Board of Health - Pender County					

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). Board of Trustee Member on (5/2018) Pender Memorial Hospital Pender County Board of Health - 3 yrs.	
State reasons why you feel qualified for this appointment(s): My B.S. Degree from East Carolina University is in School and Community Health. My professional work experience is in Public Health. I worked in Health Education at the local level at New Hanover County Health Dept and at the state level for DHHS.			
MILITARY SERVICE			
Branch N/A		From	To
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). Pender Memorial Hospital Board of Trustee Member Pender County Board of Health Board Member	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment. I have lived in Pender County for 36 years. I have raised my family here. I am passionate about contributing to my community to make it a better place to live, work and play.			
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 Drew E. Hugel		Date 8/14/2023	



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: James Proctor
DATE: October 2, 2023
SUBJECT: Approve Resolution Accepting the Deed of Dedication of Water
Distribution System for Bridgewater Landing

SUMMARY:

The water system improvements for the Bridgewater Landing development off Eden's Lane have been completed and approved by NCDEQ and Pender County Utilities. The official dedication of these improvements is provided in the attached documents to be recorded upon the Board's approval.

ACTION REQUESTED:

Approve resolution accepting the Deed of Dedication of water distribution system for Bridgewater Landing.

ATTACHMENTS:

Deed of Dedication & Affidavit for Bridgewater Landing

DEED OF DEDICATION

STATE OF NORTH CAROLINA
COUNTY OF PENDER

THIS DEED OF DEDICATION, made and entered into this the ____ day of ____, 2023, by and between EDENS LANE, LLC, a North Carolina limited liability company, of Pender County, North Carolina, party of the first part, hereinafter referred to as "Developer", and PENDER COUNTY UTILITIES, a municipal corporation duly created and existing under the laws of the State of North Carolina, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

THAT WHEREAS, Developer is the owner of a tract or parcel located in Topsail Township, Pender County, North Carolina, known as Bridgewater Landing Subdivision, as depicted on the map of same recorded in Map Book 72, Pages 80-82 of the Pender County Registry (the "Property");

WHEREAS, Developer has caused to be installed potable water distribution lines under and along the road rights-of-way, and various utility easement parcels, hereinafter described and referenced;

WHEREAS, Developer wishes to obtain potable water service from Grantee and to make water service from Grantee's system available to individual lot owners of the Property;

Prepared by Ward and Smith, P.A., 127 Racine Drive, University Corporate Center (28403), Post Office Box 7068, Wilmington, NC 28406-7068
Please return to Ward and Smith, P.A., 127 Racine Drive, University Corporate Center (28403), Post Office Box 7068, Wilmington, NC 28406-7068
Attention: Justin M. Lewis

No opinion on title is rendered by Ward and Smith, P.A., without a separate written opinion on title from Ward and Smith, P.A.

WHEREAS, Grantee has adopted, through appropriate resolution, a stated policy regarding water distribution systems under the terms of which, among other things, in order to obtain water service for said Property, Developer must convey title to the potable water distribution system to Grantee through an instrument of dedication acceptable to Grantee;

NOW THEREFORE, Developer, in consideration of Grantee accepting said water lines and making water available to said community subdivision, does hereby convey to Grantee, its lawful successors and assigns, the following described property;

All of the potable water lines and equipment located under, along, and within the road, street, and cul-de-sac rights of way as shown on the map of "Bridgewater Landing Phase II" recorded in Map Book 72, Pages 80-82 of the Pender County Registry and which map includes certain roads and streets known as "W. Weatherbee Way", "E. Maritt St.", and "W. Maritt St.", reference to which map is hereby made for a more particular description.

TO HAVE AND TO HOLD said water lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever.

Together with non-exclusive easements over, along and upon the entire area of the streets and cul-de-sacs and rights of way depicted on the maps and serving the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the water distribution systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs and right of way reserving unto Developer, its successors and assigns, equal rights of easement and easement over, in, along, and upon said streets and cul-de-sacs for purposes of installing and maintaining such utilities as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, cable and sewer.

And Developer does hereby covenant that it is seized of said water lines and equipment described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Edens Lane, LLC was accepted by the Pender County Board of Commissioners on the _____ day of _____, 2023.

Pender County Board of Commissioners

_____, Chairman

Clerk to the Board

ND:4866-9568-8300, v. 1

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed,
the day and year first above written.

EDENS LANE, LLC

By: DJ
D Logan, Manager

STATE OF NORTH CAROLINA

COUNTY OF Brunswick

I, a Notary Public of the County and State aforesaid, do hereby certify that
D Logan personally came before me this day and acknowledged that he is
Manager of Edens Lane, LLC, being authorized to do so, executed the foregoing on behalf of the
corporation.

Witness my hand and official seal, this the 30 day of June, 2023.

Molly Sampson
NOTARY PUBLIC
Brunswick County
North Carolina
My Commission Expires May 11, 2028
(Notary Seal)

Molly Sampson
Signature of Notary Public

Molly Sampson
Printed or Typed Name of Notary Public

My Commission Expires: 5-11-28

AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF _____

EDENS LANE, LLC, a North Carolina limited liability company, with an office and place of business in Brunswick County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Topsail Township, Pender County, North Carolina, known as Bridgewater Landing Subdivision, containing lots numbering 1 thru 15, 24 thru 29, 50 thru 77, 86 thru 104 as more particularly described in a Deed of Dedication in favor of Pender County of even date herewith.
2. That it has caused to be installed water distribution lines under and along the road right-of-ways property hereinafter described and referenced;

The road, street, and cul-de-sac rights of way shown as "W. Weatherbee Way", "E. Maritt St.", and "W. Maritt St.", on the map of "Bridgewater Landing Phase II" recorded in Map Book 72, Pages 80-82 of the Pender County Registry, reference to which map is hereby made for a more particular description.

3. All the work which has been performed in the construction and installation of said water distribution lines described in paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for labor or material against the subdivision property which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water lines installed therein which would in any way jeopardize title to the subdivision or the water distribution system located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly
executed by its authorized officer(s) this ____ day of ____, 2023.

EDENS LANE, LLC

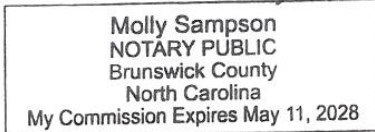
By: 
D Logan, Manager

STATE OF NORTH CAROLINA

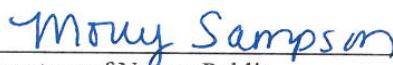
COUNTY OF Brunswick

I, a Notary Public of the County and State aforesaid, do hereby certify that
D Logan personally came before me this day and acknowledged that he is
Manager of Edens Lane, LLC, being authorized to do so, executed the foregoing on behalf of the
corporation.

Witness my hand and official seal, this the 30 day of June, 2023.



(Notary Seal)


Signature of Notary Public

Molly Sampson
Printed or Typed Name of Notary Public

My Commission Expires: 5-11-28