Pender County

Agenda

Board of County Commissioners Meeting
Monday, August 7, 2023 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

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3.	PLEDGE OF ALLEGIANCE			
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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. ADJOURNMENT

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	James Proctor
DATE:	August 7, 2023
SUBJECT:	Approval of a Purchase Order to T&H Construction of NC for Water & Sewer Emergency Repairs for FY24: $85,000

SUMMARY:
T&H Construction began performing water and sewer repairs for PCU in 2019 after our previous contractor became unavailable. PCU sought quotes for our major emergency repair work and T&H Construction has the best availability, and performance for this type of work. T&H has performed well and met the needs of PCU. They completed big water lines emergency repairs in various locations of the Hampstead area, and other miscellaneous emergency repairs around the system. This contractor is well suited to repair major emergency breaks in PCU's system and makes themselves available on short notice including at night and on the weekends. They have responded to major line breaks with the equipment and personnel with little notice during days, nights, weekends, and holidays. Three local contractors were contacted and only two responded. T& H had favorable pricing and their response time in the past has been stellar and at this time recommend them for the future work during emergency needs. PCU will also work with AC Shultes if there is a time that T & H cannot respond.

Funds have been budgeted for this expenditure of $85,000 from account 072-404500

ACTION REQUESTED:
Approve annual purchase order in the amount of $85,000 to T&H Construction for emergency water & sewer repairs for FY24.

T & H Construction of NC, Inc.

94 Merchants Circle, Suite 201
Hampstead, N.C. 28443

Estimate/Quote

Date	Estimate #
7/11/2023	2999

Name / Address
Pender County Attn: James Proctor

Phone #	Fax #	E-mail	Project
910-617-7979	910-270-1760	thconstructionnc@yahoo.com	Price List

Item	Description	Qty	Cost	U/M	Total
	Pender County Price List				
4003	Equipment with Operator per hour for major repairs $200.00 per hour	0	0.00	LS	0.00
4003	Lowboy for Mobilization $250.00 per hour	0	0.00	LS	0.00
4001	Crew of Men for Emergency Repair Half Day $2,500.00 Full Day $4,500.00.	0	0.00	LS	0.00
	Notes: Labor and Equipment Quote Only. Materials to be provided by Pender County. All Bores by Pender County.				
			Total		$0.00

July 11, 2023

Pender County Utilities
605 E. Fremont St.
Burgaw, NC 28425

Attn: Glen Garvin; Water & Sewer Superintendent

Re: Pender County- Equipment and Emergency Rate Quote

Glen,

Pender County Crew/Equipment and Emergency Rates
ACSC is pleased to provide the following equipment and emergency rate quote for your consideration:

- **Crew and Equipment 7am- 5pm (Daytime)**
  - Superintendent $125
  - Foreman $110
  - Operator $100
  - Laborer $90
  - Mobilization with 35,000- 50,000 lbs. Excavator $1,000
  - Mobilization with 15,000- 25,000 lbs. Excavator $750
  - Mobilization with 5,000- 15,000 lbs. Excavator $500
  - Mobilization of Crane Truck $1,000
  - Day Rate for 35,000- 50,000 lbs. Excavator $1,000
  - Day Rate for 15,000- 25,000 lbs. Excavator $750
  - Day Rate for 5,000- 15,000 lbs. Excavator $500
  - Day Rate for Crane Truck $1,000

- **Crew and Equipment 5pm- 7am (Nighttime)**
  - Superintendent $150
  - Foreman $135
  - Operator $125
  - Laborer $115
  - Mobilization with 35,000- 50,000 lbs. Excavator $1,500
  - Mobilization with 15,000- 25,000 lbs. Excavator $1,250
  - Mobilization with 5,000- 15,000 lbs. Excavator $1,000
  - Mobilization of Crane Truck $1,500
  - Day Rate for 35,000- 50,000 lbs. Excavator $1,000
  - Day Rate for 15,000- 25,000 lbs. Excavator $750
  - Day Rate for 5,000- 15,000 lbs. Excavator $500
  - Day Rate for Crane Truck $1,000

- **Crew and Equipment Friday 5pm- Monday 7am (Weekend)**
  - Superintendent $175
  - Foreman $160
  - Operator $150
  - Laborer $140
  - Mobilization with 35,000- 50,000 lbs. Excavator $2,000
  - Mobilization with 15,000- 25,000 lbs. Excavator $1,750
  - Mobilization with 5,000- 15,000 lbs. Excavator $1,500
  - Mobilization of Crane Truck $2,000
  - Day Rate for 35,000- 50,000 lbs. Excavator $1,000
  - Day Rate for 15,000- 25,000 lbs. Excavator $750
  - Day Rate for 5,000- 15,000 lbs. Excavator $500
  - Day Rate for Crane Truck $1,000

- **Crew and Equipment (Holidays)**
  - Superintendent $200
  - Foreman $185
  - Operator $175
  - Laborer $165
  - Mobilization with 35,000- 50,000 lbs. Excavator $2,500
  - Mobilization with 15,000- 25,000 lbs. Excavator $2,250
  - Mobilization with 5,000- 15,000 lbs. Excavator $2,000
  - Mobilization of Crane Truck $2,500
  - Day Rate for 35,000- 50,000 lbs. Excavator $1,000
  - Day Rate for 15,000- 25,000 lbs. Excavator $750
  - Day Rate for 5,000- 15,000 lbs. Excavator $500
  - Day Rate for Crane Truck $1,000

Disclaimers:
Please be advised, this quote covers only what is stated above and is based on the following:

1. All hourly rates are charged portal to portal.

2. All other equipment needed to complete the job will be charged at cost plus 20%; this is including but no limited to dewatering well points, trench boxes, generator and any other site/project specific equipment required to complete job.

3. All Material required to complete project will be charged at cost plus 20%.

4. Any subcontractors required to perform specific project/ site related tasks will be charged at cost plus 20%.

5. All work will be performed by NC general contractor, and licensed ACSC employees.

6. All ACSC employees are OSHA 40 and safety trained to perform the above work in a safe, timely manner.

7. ALL ACSC crane operators are federally certified.

8. ACSC standard payment terms are net 30 days.
   a. Any unpaid balance is subject to 1 ½% interest on the remaining balance.

9. All pricing remains valid until 12/31/23 unless otherwise noted.
   a. Any delay will result in a re-quoting of the above project.

Thank you for your time and cooperation in allowing ACSC to quote Pender County for equipment and emergency rates. If acceptable, please sign this quote and return to ACSC so crews can be scheduled in a timely fashion. If you have any questions or require additional information, please contact me at your convenience.

354 Sawdust Rd. Rocky Point, NC 28457 Office: (910) 285-7465 Fax: (910) 285-6501
WATER & WASTEWATER CONSTRUCTION MAINTENANCE REPAIRS IMPROVEMENTS
INSPECTIONS SALES & INSTALLATIONS WELL DRILLING & REHABILITATION
LIFT STATIONS PUMPS & MOTORS VALVES & PIPING EMERGENCIES AND MORE!
www.acschultesnc.com

Sincerely,

Robbie Aylor

Robbie Aylor
Business Development Representative
A.C. Schultes of Carolina
Cell: (804) 305-4003
Email: robbie@acschultesnc.com

Accepted by: (please print): _____

Signed by: _____

Purchase Order #: _____

Date: _____

James R. Proctor

From: James R. Proctor
Sent: Tuesday, July 11, 2023 8:42 AM
To: Donnie Pierce
Subject: Request for emergency repair cost for FY24

Donnie,

I need an email with pricing for emergency repairs and service so I can get a blanket PO. I believe Glen contacted you a couple of weeks ago and now I'm compressed and need documentation.

Thanks

James R Proctor
Pender County Deputy Director of Utilities
Office Number 910-259-1521
Cell Number 252-883-9220
Email: JProctor@PenderCountyNC.GOV

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	August 7, 2023
SUBJECT:	Approval of Purchase Order to Evoqua for Odor Control in FY24

SUMMARY:
There is a need for odor control for the Pender County Utilities collection system that feeds into CFPUA. The data shows an average atmospheric H2S (hydrogen sulfide) concentration of 647 ppm with a max of 1,399 ppm. These results are from the middle of winter, this is probably the lowest H2S concentration this wet well will see. It is expected the H2S concentrations doubled in September due to heat and breakdown. There are 5 wet wells and 6 lift stations that feed into the regional lift station which is then treated by CFPUA. Due to CFPUA treating the sewage, the H2S has to be less than 5 ppm and monitored continuously through SCADA.

Pender County Utilities received bids for the odor control project on January 19, 2023. The Board of County Commissioners were presented the lowest bidder on March 13, 2023, with approval of a three-year contract. This PO will cover year 1 (one) of 3 (three).

ACTION REQUESTED:
Approve purchase order for $38,244 to Evoqua for odor control in FY24.

ATTACHMENTS:
Contract with Evoqua

EVOQUA
WATER TECHNOLOGIES

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

The Pender County Terms and Conditions are considered part of this proposal and shall prevail.

Due to current volatility in the market, pricing associated with this quote will remain in firm for a period of thirty (30) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirements, we would appreciate the opportunity to discuss alternatives with you.

If you have any questions regarding this proposal, please do not hesitate to contact me at (919) 455-6368.

Sincerely,

Richard Sanchez

Richard Sanchez
Technical Sales Representative

Evoqua Water Technologies LLC

RE: FULL SERVICE ODOR CONTROL PROGRAM
PENDER COUNTY, NC – REGIONAL PUMP STATION
REF: RFP Response: RFP# 221205-239
Evoqua Quote No. 2023-584724

Evoqua will process your order when we receive acceptance of this proposal by signing below and returning to municipalservices@evoqua.com or via fax to: (941) 359-7985.

Company Name: Pender County Utilities

This 16th day of March Month 2023 Year

By: Jacqueline M. Newton

Title: Chairwoman Jacqueline Newton

P.O.Number 435 - FY23

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs . Ask us how to avoid paying fees by migrating to ACH CTX payment type

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date(s) set forth below.

OWNER

Pender County Utilities

By: _____

Name: Jacqueline Newton

Title: Chairwoman

Date: 3/16/2023

COMPANY

Evoqua Water Technologies LLC

By: Gary A Snyder Digitally signed by Gary.Snyder@evoqua.com DN: cn=Gary A Snyder, o=Evoqua Water Technologies LLC Date: 2023.02.23 14:52:36 -05'00'

Name: Gary Snyder

Title: Director Field Service

Date: 2/23/2023

Notice Address for Each Party:

Pender County Utilities
Attn: Katie Leubner
P.O. Box 995
Burgaw, NC 28425

Company: Evoqua Water Technologies LLC
Attn: Gary Snyder
2650 Tallevast Road,
Sarasota, FL 34212

E-VERIFY REQUIREMENTS – As a condition for payment under this Agreement, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the "EVerify Requirements"); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.

PRE-AUDIT STATEMENT:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the 16 day of March, 2023.

Meg Blue, Finance Officer

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	August 7, 2023
SUBJECT:	Approval of Purchase Order to Clayton Homes for Maple Hill Wastewater Treatment Plant Office

SUMMARY:
Maple Hill Wastewater Treatment Plant has been operating in Northwest Pender County for more than 10 years. In that time there has not been an office, adequate storage space, or plumbed facilities for staff or visitors. PCU is rectifying the situation and is ready to purchase a modular building as a permanent office and storage space for Maple Hill WWTP. Three quotes have been obtained from Champion Homes Center, Home Nation, and Clayton Homes. Clayton Homes provided the overall best and lowest pricing .

Funds have been budgeted for this expenditure in account # 73-407400. Amount requested is $58,888, which includes a heat pump and other miscellaneous expenses.

ACTION REQUESTED:
Approval of Purchase Order to Clayton Homes in the amount of $58,888 for Maple Hill WWTP.

ATTACHMENTS:
Pricing Comparison

Maple Hill Office Space I					
Company	Size	Delivery	Installation	Cost of Home	Upgrades
Home Nation	14x60	Yes	Yes	$ 49,297	$1,900
Champion Homes Center	14x60	Yes	Yes	$ 50,433	$2,325
Clayton Homes	14x60	Yes	Yes	$ 47,456	0

Evaluation					
Block & Tie down	Heatpump	Doc Fee	Delivery	Tax	Total
$2,000	$3,500	$750	0	$1,719	$ 59,166
$2,000	$3,500	$395	$2,143	$1,313	$ 62,109
0	$3,500	$56	$5,750	$2,126	$ 58,888

Comments:

The quote is for $50,047. Wind Zone 2 (upgrade), Block & Tiedown and Heatpump were NOT included. The prices
The quote is for $56,609.33. Block & Tiedown and Heatpump is NOT included. The prices I have in those spots are
The quote is for $58,888.

Highlighted areas are estimated without labor

estimates and do not include labor or delivery of heat pump. I also have no clue what "upgrades" are.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	August 7, 2023
SUBJECT:	Approval of Purchase Order to Professional Mail Services for Printing, Mailing, and Postage Services of PCU Monthly Water & Sewer Bills for FY24

SUMMARY:
Staff solicited quotes from 4 (four) vendors, 2 (two) responded. All quotes are valid for 2 years. Professional Mail Services provided the overall best pricing.

Professional Mail Services has been providing all printing, mailing, and postage services for PCU monthly water and sewer bills since we converted to letter-sized format in 2010. Their service has been very reliable.

Funds have been budgeted for this expenditure in account #072-401200. Amount requested is $89,000.

ACTION REQUESTED:
Approve annual purchase order in the amount of $89,000 to Professional Mail Services for printing, mailing, and postage services for PCU for FY24.

ATTACHMENTS:
Pricing comparison

PRICING COMPARISONS FOR PCU BILLING (FY24)

Product	EverView Cost	PMSI Cost
Monthly Statements	$0.132	$ 0.11
Additional Statements	$0.114	
Overflow Pages	$0.0500	$0.0050
Householding	$0.0250	
NCOA	$250.0000	$0.0060
Changes		
Programming Changes	$120.0000	$0.0000
after Initial Set-up		$175.0000
Graphic Changes After Initial Set-up	$50.0000	
Additional Services		
IMB Tracing	$200.0000	
Secure Archive	$500.0000	$150.0000
Selective Inserting	$0.0100	$0.0050
PDF Creation	$0.0050	$0.0100
Estatements		
Electronic Delivery of Statements	$0.1200	$0.1000
Set-Up - One Time	$500.0000	$0.0000
Payments 20	Separate Agreement	
Letters		
8.5 x 11, #10 Standard window	$0.1316	$0.1132
Large Envelopes & Inserts		
9 x 12 Envelopes	$0.3500	$0.9500
4/4 - 8.5 x 3.5 Inserts	$0.0560	
4/0 - 8.5 x 3.5 Inserts	$0.0450	
4/4 - 8.5 x 11 Insert	$0.0600	
4/0 - 8.5 x 11 Insert	$0.0500	
Postage		
Postage	At Cost-Presort or Full	At Cost-Presort or Full
Total	$1,621.148	$326.299

Monthly Billing Estimates (w/o postage)

Qty	SouthData	PMSI
12,000	$1,579.20	**$ 1,320.00**

*Other costs are infrequent and are comparable

From: Jackie Eason <jeason@pendercountync.gov>
Sent: Thursday, June 1, 2023 1:07 PM
To: Kenneth Keel <kkeel@pendercountync.gov>
Subject: PROPOSALS FOR UTILITY BILL PRINT AND MAILING
Importance: High

Kenny,

1. *I have reached back out to Tony Giuli at tgiuli@mailpros.com with Professional Mail Service letting him know that we are still waiting on their proposal and the urgency in obtaining it today.*

1st email sent on 5-11-2023
2nd email sent on 6-1-2023 @ 9:37am and again @ 12:05 pm reflecting urgency

2. *Phil Rizzo 1-908-415-8242 from EverView (South Data) which I forwarded the email with attached quote on 5-16-2023.*

3. *I had a phone meeting with Joma Smith 1-402-431-7018 Thursday May 25th pm with CSG Out Source Solution and she was going to reach out to her team and get back with me on Tuesday 5-31-2023 but I have not heard from her.*

4. *I emailed Impact Mailing Services out of Charlotte NC 1-704-583- 9490 but they never responded back so I'm unsure if they were even capable of handling this type of service.*

Jackie E Eason
Senior Customer Service Representative
Office: 910-259-1578
Fax: 910-259-1579
Email: jeason@pendercountync.gov

STATEMENT OF WORK_001
Pender County Utilities – Print and Mail

Upon completion and execution by the Parties identified below and effective as of July 1, 2023 ("**SOW_001 Effective Date**"), this Statement of Work One ("**SOW_001**") will become part of and subject to the terms and conditions of that certain Managed Services Agreement (the "Agreement") dated as of July 1, 2023 by and between Pender County Utilities ("Client") and Professional Mail Services, Inc. ("PMSI"). In the event of a conflict between the Agreement and SOW_001, SOW_001 will override a conflicting provision in the Agreement only if the provision in this SOW_001 specifically states that it is intended to override a specifically identified provision in the Agreement.

1. ***Scope of Services.*** *The services are as follows: ("**Services**"):*

   The Scope of Services encompass providing mail processing services on an agreed upon schedule provided in the presented Service Level Agreement (SLA). PMSI will perform Services for CLIENT, according to the terms of this SOW_001.

2. ***Application.***

   PMSI will receive a file that contains all the information necessary to execute the printing and mailing of (Client) documents. PMSI will print, fold, insert, apply postage, and facilitate presort services for distribution to USPS mail stream Monday through Friday Excluding USPS Holidays.

3. ***USPS Guidelines or Restrictions.***

   PMSI warrants that items delivered for distribution to the USPS mail stream will comply with any applicable USPS guidelines or restrictions. It is the Client's sole responsibility to ensure their address databases are routinely updated per USPS requirements, USPS fines/penalties resulting from Client's failure to maintain database address hygiene per USPS requirements will be passed directly to Client

4. ***Data Input.***

   Media: Electronic transmission via SFTP. In addition, PMSI recommends encrypting data prior to transmission.

5. ***Data Output.***
   - Produce (print) Documents
   - Fold all necessary Documents
   - Insert into required envelopes
   - Apply Postage
   - Verify number of documents and records
   - Presort
   - Provide appropriate reporting
   - PDF Archival and retrieval

   Quantities and Frequencies (The following are estimates only):
   Monthly document quantity: 10,200
   Cycle frequency: Once monthly seven (7) files

_____ PMSI _____ Client

STATEMENT OF WORK_001

6. ***Deliverables**: PMSI will deliver to CLIENT the following: ("**Deliverables"**):*

   The Deliverables will include:
   - Planning/identification of required forms for print processing
   - Required programming to prepare data input file(s) for print and mail processing.
   - Document designed to fit Client specifications.
   - All necessary internal (PMSI) testing
   - PMSI will perform all USPS-required address updates (National Change of Address (NCOA)/CASS address correction, and all other processes) as well as provide reports of address changes to Client.
   - Preproduction test print output both electronic and physical for CLIENT review
   - Completed implementation.
   - Provided documents printed, folded, inserted, and infused into the postal mail stream. See Collateral and Pricing Addendum 001 for Collateral Specifications.

7. ***Programming.***

   PMSI will provide the required programming to process and prepare files for successful print output. Output will be reviewed and verified by PMSI and CLIENT during the implementation.

8. ***Testing.***

   PMSI will provide extensive testing on file processing, bar code requirements, print quality, reporting and validation. PMSI will work with CLIENT to provide output required to perform validation and production readiness form testing.

9. ***Print and Mail.***

   PMSI will provide processing, print and assembly of CLIENT's documents required to mail in #10 and/or flat envelopes. PMSI will use software and equipment within their establishment to accomplish this. All documents will be mailed via USPS.

10. ***Reporting.***

    PMSI will provide a Job Report that will include number of sheets and packages received as well as the number of sheets and packages produced. Client can track specific jobs to confirm mailing via the PMSI website portal.

11. ***Document Design***

    Client will provide all necessary data, images, document criteria for PMSI to design the document(s). PMSI will collaborate with Client to create document templates that meet Client criteria. Client will approve in writing the document design(s) prior to the first job processing.

12. ***Schedule.***

    A kickoff meeting, weekly meetings and implementation will begin within 30 days of signed contracts and will conclude on the project completion date. A schedule will be provided after the initial kickoff call has been completed. A targeted completion date can't be determined until PMSI has received defined business rules and additional files and samples.

_____ PMSI _____ Client

STATEMENT OF WORK_001

13. ***Term and Termination.***

The term of SOW_001 is Two years ("**Term of SOW_001**"), commencing on receipt of the first billable file, with automatic one year renewal unless either party elects not to renew this SOW One by providing written notice to the other party at least sixty days (60) prior to the expiration of the initial or any renewal term. CLIENT can terminate SOW One for Cause or Convenience upon sixty (60) days' prior written notice to Company. Termination of this SOW One shall not constitute termination of the Agreement or any other Statements of Work.

14. ***Payment of Fees.***

14.1 PMSI will provide print and mail services per cost and fees outlined in Collateral and Pricing Addendum 001.
14.2 Specification changes may result in a price increase or decrease as appropriate. Changes in pricing because of specification changes will be discussed and approved with CLIENT prior to proceeding.
14.3 PMSI will invoice for daily print and mail weekly.
14.4 ***Invoicing Instructions***

Invoice is to be sent to:

Pender County Utilities
Jackie Eason – PO #58
Burgaw, NC 28425-0995

Tax exempt: ___Yes (certificate must be on file) _X_ No

Payment for PMSI's services (including postage) is due 20-days after invoice date by check or ACH.

14.5 An escrow equal to one month of postage will be invoiced upon launch of program and subsequently at the end of each month or when the monies reach a minimum reorder level based on usage. PMSI will deduct from this postage account as mail is processed.

(e.g., One month = 10,200 X $0.501=$5,110.20)

14.6 A two-month postage security deposit will be invoiced upon launch of program. PMSI will set up a separate postage account with this security deposit. PMSI will not deduct from this postage account unless Client fails to pay invoices within the agreed upon fee payment schedule in 14.4.

(e.g., One month = 10,200 X $0.501=$5,110.20 X 2 = $10,220.40)

PMSI Postage statements will be provided after each mailing to properly track the account balances so that adequate postage is remitted and available.

If Postage accounts reach a minimum level, PMSI reserves the right to not process mail until the funds have been replenished.

_____ PMSI _____ Client

STATEMENT OF WORK_001

15. ***Change Management.***

Any request for change must be made in writing to the designated PMSI project manager or team member. Changes will be accepted only when properly authorized by the designated client contact. All changes will be charged and invoiced as detailed in Addendum 1 . If the change requires variable rates or time elements, an estimate of those variable items, such as programming hours, and an estimated completion schedule will be provided by PMSI for authorization to proceed.

16. ***Paper Cost Escalator***

PMSI is committed to providing products and services at the lowest price possible throughout the term of the contract. However, should the base price of paper increase *more than 10.00%* at any time within the contract term, PMSI will have the option to notify in writing Client 30 days in advance and produce material proof from the paper mills/supplier of such an increase. PMSI at its sole option can then increase the price charged to Client by the comparable increase of the paper products from the supplier.

Confidentiality

This Statement of Work is a confidential document for use between PMSI and CLIENT both parties agree to treat this Statement of Work as a confidential document.
IN WITNESS WHEREOF, the Parties hereto have caused this SOW_001 to be executed by their respective authorized representatives.

("CLIENT") **Client**	("PMSI") **Professional Mail Services, Inc**
By:_____	**By:**_____
Name:_____	**Name:**_____
Title:_____	**Title:**_____
Date:_____	**Date:**_____

_____ PMSI _____ Client

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	August 7, 2023
SUBJECT:	Approval of Budget Ordinance Amendment to Adjust Revenues for the Water Plant Generator Project Fund 83 and Wastewater Plant Berm Project Fund 88

SUMMARY:
The Water Plant Generator (Fund/Org 83) and Wastewater Plant Berm (Fund/Org 88) projects are mostly funded through an Economic Development Administration grant. The original grant that we expected to receive when we first applied in 2021 would have paid for 80% of the project costs. That grant program was expended prior to Pender County receiving funding, but a different grant program was available for an 75% grant, which we received. The Board previously approved adjustments to the contributions from our local funds to the project budget to make up that 5% additional cost to PCU, but the reduction of the bond revenues within the project budget were overlooked at that time.

This Budget Ordinance Amendment simply makes that 5% adjustment to the grant revenues, in order to properly balance the project budget.

ACTION REQUESTED:
Approve Budget Ordinance Amendment for the Water Plant Generator and Wastewater Plant Berm Projects

ATTACHMENTS:
Budget Ordinance Amendment

Friday, July 28, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2023-2024

Department 072 - WATER OPERATIONS

Division, Program, Project, etc. WTP Generator/WWTP Berm Project - Adjust Revenues due to grant decrease from 80% to 75% of project

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	83-348201	EDA Grant	-75000
2	88-348201	EDA Grant	-30000
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	83-409600	Contingency	-70500
2	83-407400	Capital Outlay	-4500
3	88-409600	Contingency	-30000
4			
5			
6			
7			
8			
9			
10			

Total Revenues -105000

Total Expenditures -105000

Budget Amendment Balances when Zero. 0

Prepared By: Kenny Keel

Email kkeel@pendercountync.gov

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Jeremy Drummond
DATE:	August 7, 2023
SUBJECT:	Approve a Purchase Order/Sole Source for Mitchell 1 for FY24

SUMMARY:
This software is used for the Fleet's work order system, inventory control, vehicle repair guides (wiring diagrams, belt routing diagrams, vehicle fluid specs, etc.…) and repair/cost tracking.

ACTION REQUESTED:
Approve annual Purchase Order to Mitchell1 in the amount of $2766.00 for computer program for Fleet Services.

Make Checks Payable to MITCHELL 1

From the U.S.: MITCHELL1 25029 Network Place, Chicago, IL 60673-1250
Federal ID No.: 33-0734307

From Canada: MITCHELL1 P. O. Box 15358 Station A, Toronto, ON M5W 1C1 Canada
GST No.: 888262094RT0001

Correspondence to: MITCHELL1 16067 Babcock Street, San Diego, CA 92127-3690 Ph# (888) 724-6742

Mitchell1

US/CN ORDER FORM with Order Terms

ORDER # _____

NEW ACCOUNT? ☐ Yes ☑ No ☐ Has Info Changed? SHIP TO ☐ Rep ☑ Customer ☐ Other

SHIP TO #:	964101	CRP ID: _____	ASSOC MEMBER #: _____	PDG or Lead #: _____	DATE: _____

CO NAME:	Pender County NC	OUT OF TERRITORY? (If yes, needs RSM approval) Y ☐ N ☐	
ATTENTION:	Carlton Colvin	FIELD REP # (6 digit account)	641298
ST ADDRESS:	210 South Bennett ST	FIELD REP NAME:	
CITY, ST, ZIP:	Burgaw, NC 28425	TM #	TM Rep Name

PH#:	9102451259	FAX#:		EMAIL:	ccolvin@pendercountync.gov

☐ Bill to address is the same? If not, complete the following section.

BILL TO #:	1021011	CO NAME:	Pender county Finance
ATTENTION:	Carlton Colvin		
ST ADDRESS:	210 South Bennett St		
CITY, ST, ZIP:	Burgaw, NC 28425		

PRODUCT	QTY	Subscription NEW	Subscription REN	Code	Term	Price**
Select Product: TeamWorks Essentials	1	☐	☑	GOV	12	$ 2,736.00
Addl User Manager SE	2	☐	☑	GOV	12	$ 30.00
--		☐	☐			
--		☐	☐			
--		☐	☐			
Type Other		☐	☐			

PAYMENT OPTIONS: *Terms & Conditions (see End User License Agreement):*
Customer is responsible for all applicable state or local taxes.

Subtotal	$ 2766.00
+ TAX* if applicable	
TOTAL	$ 2766.00

*If tax exempt, you must attach exempt certificate.
**Pricing good for 30 days excluding promotional pricing which expires at the end of the stated promotional period. Promotional pricing returns to list pricing in renewal term.

DIRECT DEBIT

I authorize Mitchell 1 to enroll me in the Direct Debit or credit card payment plan to enable the automatic payment of my Mitchell 1 monthly bill **OR** I agree to change my existing monthly automatic payment by the amount of this order. I authorize the financial institution name below to charge my acccount for payment of my Mitchell 1 bill.

Check one of the payment methods below:

☐ Direct Debit (attach voided check) | ☐ Credit Card Card # _____ Exp: _____

Name on Card: _____

Signature: _____ Date: _____

Remit Payment to Mitchell 1.

FIRST MONTH OR FULL PAYMENT

☐ Check (Ck #: _____ Amt _____) ☐ P.O. # _____

☐ Credit Card Card # _____ Name on Card: _____ Exp: _____

SPECIAL INSTRUCTIONS:

THE UNDERSIGNED AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND HAVE RECEIVED AND ACCEPTED THE MITCHELL 1 ORDER TERMS AND CONDITIONS. IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE RESPECTIVE DATE INDICATED ABOVE. CUSTOMER AGREES TO RECEIVE PROMOTIONAL E-MAILS FROM MITCHELL 1. IF CUSTOMER WOULD PREFER NOT TO RECEIVE PROMOTIONAL E-MAILS FROM MITCHELL 1, PLEASE VISIT OUR WEBSITE, www.mitchell1.com/unsubscribe,TO UNSUBSCRIBE.

End User/Owner Signature _____ Print Name _____ Title _____

Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signatures means any voice recorded or electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, telephone recording or e-mail electronic signatures.

EOF072023

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Jeremy Drummond
DATE:	August 7, 2023
SUBJECT:	Approval to carryover PO # 305 to W.E. Newton, Jr. for 100 tons ABC DOT for County Asset Containment Lot in the amount of $4,910.00

SUMMARY:
100 tons ABC DOT stone delivered to county asset containment lot

ACTION REQUESTED:
Approval to carryover PO #305 for 100 tons ABC DOT stone delivered to county asset containment lot and grading of drive and parking area.

Purchase Order

Fiscal Year 2023 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	305

Delivery must be made within doors of specified destination.

BILL TO
PENDER CO FACILITY/FLEET SVC
PO BOX 1205
BURGAW, NC 28425

VENDOR
W. E. Newton, Jr.
4371 Bell Williams Road
Currie, NC 28435
Fax: 470-2562 cell

SHIP TO
PENDER CO FACILITY/FLEET SVC
FREMONT & BENNETT ST
BURGAW, NC 28425

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
283-9281	470-2562 cell	402	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
12/07/2022	13466	12/01/2022		BUILDING MAINTENANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	100 tons ABC DOT for County Asset Containment Lot				
1	100 tons ABC DOT stone delivered to county asset containment lot and grading of drive and parking area. 500 - 401500 $4,910.00	1.0	EACH	$4,910.00	$4,910.00
	********** GL SUMMARY ********** 500 - 401500 $4,910.00				

DEPARTMENT COPY

As part of this Purchase Order, please see agreed upon Terms & Conditions available at: http://www.pendercountync.gov/vendortermsandconditions/. Please note these Terms & Conditions are subject to revision and updates will be made available at the same. Contact Pender County Purchasing with any questions at (910) 259-1281.

This Disbursement Has Been Approved As Required by the Local Government and Fiscal Control Act.

By: Margaret C. Bell Authorized Signature By: David L. Cameron Authorized Signature

PO Total	$4,910.00

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Jeremy Drummond
DATE:	August 7, 2023
SUBJECT:	Approval to carryover PO # 509 to Southern Touch Painting & Maintenance Inc to Paint in AG Building in the amount of $13,000.00

SUMMARY:
Paint walls only throughout offices, hallways and restrooms in the AG building.

ACTION REQUESTED:
Approval to carryover PO #509 for Southern Touch Painting to complete Soil and Water renovations in Agriculture Building per USDA lease agreement.

Purchase Order

Fiscal Year 2023 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	509

Delivery must be made within doors of specified destination.

BILL TO
PENDER CO FACILITY/FLEET SVC
PO BOX 1205
BURGAW, NC 28425

VENDOR
Southern Touch Painting & Maintenance Inc
240 Center Street
Jacksonville, NC 28546

SHIP TO
PENDER CO FACILITY/FLEET SVC
210 S BENNET ST
BURGAW, NC 28425

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		695	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
05/19/2023	35752	05/12/2023		BUILDING MAINTENANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Paint walls only-AG building The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Paint walls only throughout offices, hallways and restrooms in the AG building	1.0	EACH	$13,000.00	$13,000.00

As part of this Purchase Order, please see agreed upon Terms & Conditions available at: http://www.pendercountync.gov/vendortermsandconditions/. Please note these Terms & Conditions are subject to revision and updates will be made available at the same. Contact Pender County Purchasing with any questions at (910) 259-1281.

This Disbursement Has Been Approved As Required by the Local Government and Fiscal Control Act.

VENDOR COPY

By: Margaret C. Bell Authorized Signature By: David L. Cameron Authorized Signature

PO Total $13,000.00

Page 2 of 2

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Jeremy Drummond
DATE:	August 7, 2023
SUBJECT:	Approval to carryover PO # 517 to Watkins' Floor Covering, Inc. for flooring in the AG Building in the amount of $26,670.89

SUMMARY:
Flooring for 6 offices and 2 hallways and both front foyer areas for the AG building

ACTION REQUESTED:
Approval to carryover PO #517 for Watkins Flooring to complete Soil and Water Renovations in Agriculture Building per USDA lease agreement.

Purchase Order

Fiscal Year 2023 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	517

Delivery must be made within doors of specified destination.

BILL TO
PENDER CO FACILITY/FLEET SVC
PO BOX 1205
BURGAW, NC 28425

VENDOR
Watkins' Floor Covering, Inc
13570 NC Hwy 50
Suite A
Surf City, NC 28445
Fax: 310-329-0915

SHIP TO
PENDER CO FACILITY/FLEET SVC
210 S BENNET ST
BURGAW, NC 28425

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
910-329-0901	310-329-0915	694	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
05/19/2023	35761	05/12/2023		BUILDING MAINTENANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Flooring for AG building The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Flooring for 6 offices and 2 hallways and both front foyer areas.	1.0	EACH	$26,670.89	$26,670.89

As part of this Purchase Order, please see agreed upon Terms & Conditions available at: http://www.pendercountync.gov/vendortermsandconditions/. Please note these Terms & Conditions are subject to revision and updates will be made available at the same. Contact Pender County Purchasing with any questions at (910) 259-1281.

This Disbursement Has Been Approved As Required by the Local Government and Fiscal Control Act.

VENDOR COPY

By: Margaret C. Bere Authorized Signature
By: David L. Cameron Authorized Signature
By: Joseph H. Newton Authorized Signature

PO Total $26,670.89

Page 2 of 2

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Jeremy Drummond
DATE:	August 7, 2023
SUBJECT:	Approval to carryover PO # 560 to Bryan's Heating & Air for HVAC at Howard Holly Building in the amount of $19,941.52.

SUMMARY:
Replace Package Unit #2 at Howard Holly Building

ACTION REQUESTED:
To replace Outside Package Unit #2 (HVAC) at Howard Holly Building. Work began prior to July 1 and is awaiting a crane for completion.

Purchase Order

Fiscal Year 2023 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	560

Delivery must be made within doors of specified destination.

BILL TO

PENDER CO FACILITY/FLEET SVC
PO BOX 1205
BURGAW, NC 28425

VENDOR

Bryan's Heating & Air
P O Box 1398
BURGAW, NC 28425

SHIP TO

PENDER CO FACILITY/FLEET SVC
210 S BENNET ST
BURGAW, NC 28425

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		755	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/27/2023	6744	06/14/2023		BUILDING MAINTENANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Replace Package Unit #2 at Howard Holly Building The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Remove existing roof top package unit and dispose of, install a new Trane roof top package unit, new thermostat and manual fresh air damper, provide strobe light if needed and smoke detector. Provide electrical, permits and required inspections. Provide crane service. Reuse existing duct system.	1.0	EACH	$19,941.52	$19,941.52

As part of this Purchase Order, please see agreed upon Terms & Conditions available at: http://www.pendercountync.gov/vendortermsandconditions/
Please note these Terms & Conditions are subject to revision and updates will be made available at the same. Contact Pender County Purchasing with any questions at (910) 259-1281.

This Disbursement Has Been Approved As Required by the Local Government and Fiscal Control Act.

VENDOR COPY

By: Margaret C. Bell Authorized Signature By: David L. Conner Authorized Signature

PO Total	$19,941.52

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Jeremy Drummond
DATE:	August 7, 2023
SUBJECT:	Approve a Purchase Order/Sole Source for Zesus Plus Data Plan

SUMMARY:
This data plan is a smarter diagnostic software to assist Fleet in determining faults with vehicles. It also links with the fleets current work order system (Mitchell Pro Demand) that allows for seamless data sharing and real time updates for better data gathering.

ACTION REQUESTED:
Approve annual Purchase Order to Snap-On (Bekottlow, Inc) in the amount of $1648.00 for computer program for Fleet Services.

Snap-on Tools Quote

Quote Date - 7/13/2023 11:47:50

Sold By: BRITTANY KOTTLOWSKI
Address: 9820 BLACKWELL RD SE
UNIT 139
LELAND, NC 28451-
Phone: 910-515-0451

Sold To: PENDER COUNTY
GOVERNMENT FLEET
Address: 210 S BENNETT ST
BURGAW, NC 28425-
Phone: 910-259-1228

Account Type: RA
Invoice #: 07132362708Q
Tax Exempt #:
PO #:

Part #	Qty	Description	Line Type	Price	Discount	Total	Tax
EEMS348H	1	ZEUS PLUS DATA PLAN 1 YR FULL	Sale	1,648.00	0.00	1,648.00	111.24

- Wear safety goggles
- Use the right tool
- Use the tool properly
- Maintain the tool regularly

SubTotal	1,648.00
BURGAW, NC 6.75 % Tax	111.24 *
Freight	0.00
Grand Total	1,759.24

Text me with any orders or questions you may have!!

AccountType	Previous Balance	Balance as of	Purchases	Total	Payment	New Balance
RA	0.00		1,759.24	1,759.24	0.00	1,759.24

Your Next RA Payment Will Include:	0.00
Your Agreed Upon Weekly Payment Is:	195.48
Your Next RA Payment Will Be:	195.48

For value received, the Purchaser, as continuing security for the repayment of all obligations now or hereafter owing to the Franchisee, including, without limitation, the prompt payment, as and when due, of the purchase price of the PMSI Collateral (as hereinafter defined), and the performance of all of the obligations, covenants and warranties of the Purchaser to the Franchisee hereunder, hereby grants to the Franchisee a continuing specific and fixed purchase money security interest in all products supplied, sold or provided to the Purchaser by the Franchisee, including the tools listed above, and including all accretions, substitutions, replacements, additions and accessions thereto and all Proceeds thereof (the "PMSI Collateral"). I agree that the Franchisee named above or its assigns shall retain a Purchase Money Security Interest in the PMSI Collateral until I have made all the promised payments, at which time Franchisee's security interest shall be released. If I fail to make any of the payments specified, I agree to return the PMSI Collateral to the Franchisee or its assigns on demand. Until all payments are made, I agree to retain the PMSI Collateral in my possession in good condition and to notify the Franchisee of any changes in employment or home address. In the event that I fail to make the promised payments and the Franchisee must resort to civil litigation to obtain return of or payment for the PMSI Collateral, I shall be held responsible for the costs of such litigation including reasonable attorneys' fees.

x _____ x _____

* The Method of calculating tax can vary by tax jurisdiction. You should not assume that multiplying the subtotal by the tax percentage will result in the calculation of the correct tax.

7-18-23

V# 35876

560-404500

Consent Agenda

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Jeremy Drummond
DATE:	August 7, 2023
SUBJECT:	Approve a Purchase Order/Sole Source for Consolidated Laundry

SUMMARY:
Purchase Order for laundry chemical purchases and washer/dryer repairs at the Jail.
Laundry System Products: detergent & chlorine bleach $3000. (590-403300)
Jail washer & dryer repairs & chemical dispensers repair $2000. (590-401600)

ACTION REQUESTED:
Approve Purchase Order to Consolidated Laundry in the amount of $5,000 for laundry chemical purchases and washer/dryer repairs at the Jail.

Sole Source Blanket PO for Consolidated Laundry

Requesting a Blanket PO for Consolidated Laundry for the sum of $5,000 for chemicals and repairs. This company is the only one that is authorized to service the UniMac washer and dryer in the jail. Facilities has tried multiple local companies, but they all have made the same recommendation of using an authorized vendor for parts/repairs.

Laundry System Products detergent & chlorine bleach $3000 (590-403300)

Jail washer & dryer repairs & chemical dispensers repair $2000 (590-401600)

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Jeremy Drummond
DATE:	August 7, 2023
SUBJECT:	Approval of Purchase Order for GFL for Pender County facilities Solid Waste Disposal & Hauling Services for FY 24

SUMMARY:
Effective January 1, 2018 Pender County entered into a new Solid Waste and Recycling Management Agreement with Waste Industries (now known as GFL-Green For Life) to provide waste management, hauling, and disposal of municipal solid waste, construction/demolition waste, and recycling at the county owned/managed convenience center sites and the Transfer Station. The new contract included significant savings over the previous contract and remains in effect for an initial 5-year term and a recently approved one-year extension for an expiration date of June 30, 2024, and upon mutual agreement may be extended for an additional 5-year term.

Funds have been budgeted for this expenditure. This purchase order request should cover the full FY24 fiscal year for solid waste hauling and disposal services for Pender County facilities.

ACTION REQUESTED:
Approve annual purchase order in the amount of $60,000 to GFL for solid waste disposal and hauling services for Pender County facilities for the FY 24.

SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT

This **SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT** (this "Agreement") is made and entered into this 1st day of January, 2018 by and between WASTE INDUSTRIES, LLC, a North Carolina limited liability company (the "Company"), and PENDER COUNTY, NORTH CAROLINA, a North Carolina body politic and corporate (the "County").

RECITALS

A. The County desires to ensure the economical and environmentally sound collection of Acceptable Solid Waste and Recyclables (as defined herein) and for the ultimate disposal of such Acceptable Solid Waste at a sanitary landfill and ultimate processing of Recyclables at a reputable Processer through this Agreement.

B. The Company is in the business of collecting of solid waste and recyclables and the disposal of solid waste.

C. The County desires to engage the Company for provision of services related to its transfer station, convenience centers, government locations and schools, and the Company desires to provide such services, all as further set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. As used herein, the following terms shall have the following meanings:

a. "Acceptable Solid Waste" means all solid waste accepted at the County Convenience Sites from individual residents of the County, government locations and schools which is acceptable for disposal at the Disposal Facility, including Household Waste, but specifically excluding Unacceptable Waste.

b. "Agreement" means this Solid Waste and Recycling Management Agreement, as it may hereafter be amended.

c. "Applicable Law" means all applicable federal, state and local laws, statutes, rules, regulations and ordinances.

d. "County Convenience Sites" means the convenience centers owned by the County for receipt of Acceptable Household Waste and Recyclables from County residents and further identified on Attachment A.

e. "Disposal/Processing Facility" means the current locations of Sampson County Disposal Landfill located in Roseboro, NC, Sonoco Recycling Center in Wilmington, NC and/or Pender County Transfer in Hampstead, NC. In the event such facility becomes unavailable for any reason, "Disposal/Processing Facility" will mean an alternate disposal site, transfer station or recycling processor selected by the Company, which facility is, to the Company's knowledge, in compliance with all Applicable Laws. A change in Disposal/Processing Facility may or may not adjust the cost per haul or cost per ton. Also includes any facility for specific materials (recycling or otherwise) as directed by County that the Company can haul with existing certifications and equipment.

f. "Household Waste" means solid waste that is regularly generated or produced by the occupants of a residential dwelling unit during the course of daily activities or in the course of using the dwelling for a residential purpose, including, but not limited to, food scraps, cardboard, bottles, drink cans, paper, wrappings, clothing, furniture and books. Household Waste shall not include Unacceptable Solid Waste.

g. "Initial Term" has the meaning set forth in Section 2.

h. "Recyclables" means empty aluminum and bi-metal beverage cans; empty clear, green or brown glass bottles and food jars; empty plastic containers that pour with a neck smaller than the base of the bottle; (does not include motor oil or pesticide); newsprint and inserts; Mixed paper (copy paper, notebook paper, office & computer paper, junk mail, shoe, soap and cereal boxes); magazines (slick, shiny pages not over ¼ inch thick), corrugated cardboard and other items deemed now or at a later date to be recyclable This list may be amended or updated from time to time; based on the market and demand for such materials and/ or the impact on transportation and processing costs. Currently there is no processing charge for this list of recyclables. If in the future, Sonoco begins charging a processing fee for this list of materials and or changes list of materials, Company will present County with all options/choices for materials to be recycled and processors used to result in best financial choice for County. Any processing fee charged will be billed at actual cost. Documentation will be provided for any processing fees.

i. "Renewal Term" has the meaning set forth in Section 2.

j. "Services" has the meaning set forth in Section 4.

k. "Term" has the meaning set forth in Section 2.

l. "Unacceptable Solid Waste" means:

(i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as

defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the Disposal Facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, dead animals, animal parts, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended;

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Disposal Facility or because of its size, durability or composition cannot be managed or disposed of at the Disposal Facility or has a reasonable possibility of otherwise adversely affecting the operation of the Disposal Facility outside the normal usage expected for the facility; and

(iv) without limiting the foregoing, any other wastes that require special handling or approval from any environmental authority or agency, liquid waste and medical waste.

m. "White Goods" means any and all household appliances (such as washing machines, stoves, etc.) without CFC refrigerants.

2. Term. This Agreement shall be effective for a period beginning on xxxx, 2018 and ending on June 30, 2023 (the "Initial Term"). The parties may mutually agree to extend this Agreement thereafter for additional five year renewal terms (each a "Renewal Term", and together with the Initial Term, the "Term") by mutual agreement of the parties expressed in writing prior to the conclusion of any then current five year term.

3. Insurance. The Company shall at all times during the Term maintain in full force and effect Workers' Compensation, Employers' Liability, Automobile Liability and General Liability coverage written by insurance companies licensed to do business in the State of North Carolina. The Company will name the County as an additional insured for purposes of this contract. The Company agrees to furnish the County with Certificates of Insurance or other evidence reasonably satisfactory to the County to evidence that such insurance has been procured and is in force. Such certificates will contain a provision that the policies will not be cancelled

without providing the County with 30 days' written notice. Insurance coverages will be in at least the following amounts:

Coverage	Minimum Limits of Liability
Workers Compensation	Statutory
Employer Liability	$100,000/$500,000
General Liability	
Bodily Injury	$500,000 each occurrence
Property Damage	$100,000 aggregate
Automobile Liability	
Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
Excess Umbrella Coverage	$3,000,000 each occurrence

4. Services.

(a) The County hereby grants to the Company the exclusive right to provide services at the County Convenience Sites as listed on Attachment A; Transfer Station on Attachment B; and Schools on Attachment C; and Government Buildings on Attachment D. Company will meet with County on a yearly basis to discuss service, equipment and issues that may financially benefit the Company and/or improve customer service to its citizens.

(b) The Company will assign qualified personnel in connection with provision of all Services,. All Company employees providing the services will wear appropriate uniforms that display the name of the Company and identify the individual as an employee of the Company. Each employee will carry a valid operator's license for the type of vehicle such employee is required to operate. All Company employees will receive appropriate operation and safety training.

(c) All waste being transported by the Company will be so contained that leaking, spilling or blowing of the contents from the vehicle or container is prevented. In the event of spillage from a Company vehicle, the Company shall immediately clean up the litter.

(d) The Company will not be required to collect or transport any waste other than Acceptable Solid Waste and Recyclables; provided that the Company will promptly notify the County of any hazardous or otherwise unacceptable waste.

5. Rates; Payment.

(a) By the 15th day of each calendar month, the County will pay the Company the monthly fees calculated as set forth in Attachments A-D attached hereto, adjusted as set forth in Section 5(b) and 5(c) below.

(b) The fees shall be increased on an annual basis on the first day of July of each year of the term beginning July 1, 2019 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers, Water, Sewer and Trash Index, Garbage and Trash Sub-Index for the Month of December.

(c) Additional adjustments to rates will be requested and not unreasonably withheld, due to increases in cost due to taxes, fees, and surcharges required or imposed solely by federal, state or local law, regulation, rule, permit or permit condition that was not imposed directly because of the action or inaction of the Company. Documentation will be provided to support any request for adjustment.

6. Company Covenants.

(a) The Company will perform the Services in a fair and efficient manner and in compliance with all applicable laws.

(b) The Company will be responsible for obtaining and maintaining all permits or licenses require for the operation of its business in the County and the State of North Carolina.

(c) The Company will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age or ancestry.

7. Company Breach. In the event the County reasonably determines that the Company is in breach of any of its obligations hereunder, the County may send written notice of such breach to the Company. The Company will have thirty (30) days within which to cure such breach or, if the breach will take longer than thirty (30) days to cure, to implement reasonable measures to cure such breach. If the breach is not cured within such period (or if reasonable measures to cure have not been undertaken), the County may terminate this Agreement and retain all remedies available at law or in equity. In the alternative, if the Company reasonably objects to the claim of breach, the Company will respond in writing to the County within fifteen (15) days of receipt of the notice of breach with its justification for objection. The parties will work in good faith to resolve such dispute within thirty (30) days thereafter.

8. Assignment. No assignment by the Company will be binding upon the County, unless such assignment has had prior written approval and consent of the County. However, Company may assign this Agreement to an affiliate of Company without the prior approval of County.

9. Reports. Company will submit monthly project reports, including year –to-date information for the length of the contract period. Reports shall be submitted to Solid Waste Superintendent by the 10th of each month. The Company will provide an annual year-end report to the department in August of each year for contract year July 1 through June 30. Information in all reports will be mutually agreed upon by both County and Company.

10. Severability. If any provision of this contract shall be declared illegal, void or unenforceable, the other provisions shall not be affected and shall remain in full force.

11. Notice. A letter addressed and sent by certified United States mail return receipt requested to either party at its business address specified below, shall be sufficient notice whenever required for any purpose in this contract.

If to Company, to:

Waste Industries, LLC
3301 Benson Drive, Suite 601
Raleigh, NC 27609
Attn: Ted Habets
Fax: (919) 325-3000

If to County, to:

Pender County
805 South Walker Street
Burgaw, NC 28425
Attn: County Manager

12. Indemnification. The Company will indemnify and hold the County and all of its agents and employees from and against any and all claims, losses, damages, injuries, costs (including court costs and reasonable attorneys' fees), charges, liabilities or exposure (collectively, "Losses"), however caused, resulting from, arising out of or in any way connected with a willful or negligent act or omission of the Company, its officers, agents, and servants in its or their performance under this Agreement or the non-performance of the terms or the Company's obligations under this Agreement; provided, however, that the Company will not be liable for any Losses to the extent caused, resulting from or arising out of a willful or negligent act or omission of the County, its officers, council persons, agents, servants, and employees.

13. Grant or Right. The Company will be the only person or entity authorized by the County to provide the services set forth in this Agreement within the County.

14. Force Majeure. The parties shall not be liable for failure to perform under this Agreement (other than failure to pay any amounts due hereunder) if that failure arises out of causes beyond the control and without the fault or negligence of the party relying thereon. Such causes may include, but not be limited to, acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of the party relying thereon.

15. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

(b) Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(c) Independent Contractor. The Company is an independent contractor and nothing contained in this Agreement shall constitute or designate the Company, any of its agents or employees as agents or employees of the County.

(d) Amendments. This Agreement may only be amended in writing and executed by both parties hereto.

(Signatures on next page)

IN WITNESS WHEREOF, this **SOLID WASTE and RECYCLING MANAGEMENT** Agreement is made and entered into as of the date first set forth above.

WASTE INDUSTRIES, LLC

Ted Hobbs — Region Vice President
SIGNATURE — TITLE

Norma Yanez — Government Contract Mgr
ATTEST — TITLE

PENDER COUNTY GOVERNMENT

COUNTY AUTHORIZED REPRESENTATIVE

ATTEST BY COUNTY CLERK:

COUNTY CLERK — COUNTY SEAL

County Clerk attests this 20 day February of 2018.

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

By: Katherine C. Brafford
County Finance Officer

Attachment A
Pender County Convenient Sites

Pender County Sites, staffing, equipment and haul rates are listed below. At each site, Company will supply an office shed with HVAC and telephone service, electrical service, gate locks, water and port-o-john service. Staff will be provided hand tools, gloves and any safety apparatus necessary to perform their duties. County provides site maintenance including mowing, trimming, snow removal and grading. County and Company will mutually agree upon pricing for any changes in site locations, hours open, staffing or equipment and/or any added or deleted sites.

Company will provide full time supervisor as point of contact between Company and County. The supervisor will be in charge of attendants, resolve complaints, make field decisions in regards to operational issues and communicate County policy decisions to Company and attendants for implementation.

Montague- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendant during hours open, 1 stationery trash compactor, 1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers
Monthly Fee- $4,047

White Stocking- open Monday, Wednesday- Saturday 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery trash compactor,1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers
Monthly Fee- $4,047

Canetuck- open Wednesday 7am-1pm, Saturday- 7am-7pm
Monthly Fee includes 1 site attendant during hours open, 1-40 cubic yard co-mingled closed recycle container, 1-30 cubic yard container, 6-8 cubic yard Front End Dumpsters- emptied 1 x week for trash
Monthly Fee- $3,208

Surf City- open Sunday 2pm-7pm, Monday 11am-7pm, Saturday 8am-7pm
Monthly Fee includes 1 site attendant during hours open, 1 stationery compactor, 1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers
Monthly Fee-$1,990

Hampstead- open Sunday 1pm-7pm, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday-7am—7pm
Monthly Fee includes 2 site attendants during hours open, 2 stationery compactors,2 self-contained compactors, 2-40 cubic yard compactor receiving containers, 2-40 cubic yard co-mingled closed recycle container, 3-30 cubic yard containers-
Monthly Fee- $11,694

Rocky Point- open Monday, Tuesday, Thursday, Friday, Saturday- 7am-7pm
Monthly Fee includes 2 site attendants during hours open, 3 stationery compactors, 2-precrushers, 11 compactor receiving containers, 1-40 cubic yard co-mingled closed recycle container, 7-30 cubic yard containers-
Monthly Fee- $12,002

Burgaw- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 2 site attendants during hours open, 1 stationery compactor, 1 precrusher, 4-40 cubic yard compactor receiving container,1-40 cubic yard co-mingled closed recycle container, 5-30 cubic yard containers-
Monthly Fee- $5,624

Maple Hill- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendant during hours open, 1 stationery compactor, 1 40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 1-30 cubic yard container-
Monthly Fee-$3,962

Shiloh- open Tuesday, Thursday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery compactor, 1 40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers-
Monthly Fee- $4,047

Willard- open Monday, Wednesday, Friday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery compactor, 2-40 cubic yard compactor receiving container, 2-40 cubic yard co-mingled closed recycle container, 4-30 cubic yard containers-
Monthly Fee-$4,931

Calico Bay- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery compactor,1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers-
Monthly Fee- $4,047

Atkinson- open Tuesday, Thursday, Saturday- 7am-7pm
Monthly fee includes 1 site attendants during hours open, 1 stationery compactor, 2-40 cubic yard compactor receiving containers, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers-
Monthly Fee- $4,171

Any Additional Containers:
30 cubic yard open top- $85.00 per month
40 cubic yard open top-$90.00 per month
40 cubic yard closed container-$100.00 per month

Roll Off Haul Rates

Location	Pender County Transfer Stn 312 Transfer Stn Rd, Hampstead	Sampson County Landfill 7434 Roseboro Hwy, Roseboro	Sonoco Recycling 3002 US 421, Wilmington	Horton Iron & Metal 2216 US 421, Wilmington
ATKINSON	$278.00	$340.00	$202.00	$202.00
BURGAW	$264.00	$349.00	$225.00	$198.00
CALICO BAY	$226.00	$328.00	$194.00	$200.00
CANETUCK	$272.00	$364.00	$194.00	
HAMPSTEAD	$89.00	$388.00	$237.00	$205.00
MAPLE HILL	$257.00	$362.00	$264.00	$264.00
MONTAGUE	$254.00	$354.00	$175.00	$185.00
PENDER TRANSFER STN	$84.00	$330.00		$224.00
ROCKY POINT	$216.00	$360.00	$222.00	$190.00
SHILOH	$268.00	$300.00	$198.00	$210.00
SURF CITY	$187.00	$398.00	$232.00	$232.00
WHITE STOCKING	$232.00	$342.00	$205.00	$205.00
WILLARD	$289.00	$315.00	$220.00	$215.00

Attachment B
Pender County Transfer Station

Company will provide two workers- to operate transfer station to include loading of trailers and tamping of the construction and demolition containers. Staff will have all necessary state certifications. Company will provide office including telephone and electricity. Company will provide two backhoes, a switch tractor for trailers and roll-off truck to switch loaded construction containers.
County will provide all maintenance and access to transfer station facilities including but not limited to the bulkhead, tire trailer, transfer station building, scales and sewage treatment plant.
Company will provide and haul trailers full of acceptable solid waste from transfer station to Sampson County Disposal Landfill in Roseboro, North Carolina.
Transfer Station open Monday, Tuesday, Wednesday, Thursday, Friday and Saturday from 8 am until 4:30 pm.

Staffing and equipment to operate Transfer Station- $13,796 per month
Transportation and Disposal for MSW received at Pender Transfer (tractor trailer) - $62.20 per ton
Construction and Demolition delivered to Sampson County Disposal - $31.27 per ton (does not include haul)

Attachment C

Pender County Schools & Pender Convenience Site

Location	Qty	Can Size	Svc Frequency	Material	Rate/Month
Pender County High School	4	8cy	3x/week	trash	$1,907.93
	10	95gal	1x/week	recycle	$240.00
Burgaw Elementary	1	8cy	3x/week	trash	$537.29
	1	6cy	3x/week	trash	$447.25
	10	95gal	1x/week	recycle	$240.00
Rocky Point Primary School	2	6cy	3x/week	trash	$814.10
	10	95gal	1x/week	recycle	$240.00
South Topsail Elementary	2	6cy	3x/week	trash	$814.10
	10	95gal	1x/week	recycle	$240.00
Topsail Middle	2	8cy	3x/week	trash	$994.17
	1	6cy	3x/week	trash	$447.25
	4	95gal	1x/week	recycle	$96.00
Topsail High School	4	8cy	3x/week	trash	$1,907.93
	1	6cy	1x/week	trash	$164.42
	10	95gal	1x/week	recycle	$240.00
North Topsail Elementary	2	8cy	3x/week	trash	$994.17
	4	95gal	1x/week	recycle	$96.00
Topsail Elementary	2	8cy	3x/week	trash	$994.17
	8	95gal	1x/week	recycle	$192.00
West Pender Middle	2	8cy	3x/week	trash	$994.17
	4	95gal	1x/week	recycle	$96.00
Burgaw Middle	1	8cy	3x/week	trash	$537.29
	2	4cy	3x/week	trash	$632.39
	4	95gal	1x/week	recycle	$96.00
Penderlea School	3	8cy	2x/week	trash	$992.60
	4	95gal	1x/week	recycle	$96.00
Malpass Corner School	2	8cy	3x/week	trash	$994.17
	8	95gal	1x/week	recycle	$192.00
Heide Trask High School	3	8cy	3x/week	trash	$1,451.05
	8	95gal	1x/week	recycle	$192.00
Cape Fear Middle School	2	8cy	3x/week	trash	$994.17
	8	95gal	1x/week	recycle	$192.00
Cape Fear Elem School	2	8cy	3x/week	trash	$994.17
	4	95gal	1x/week	recycle	$96.00

Location	Qty	Can Size	Svc Frequency	Material	Rate/Month
Pender Learning Center	1	8cy	1x/week	trash	$195.92
	2	95gal	1x/week	recycle	$48.00
Pender Bus Garage	1	8cy	2x/week	trash	$366.60
	1	8cy	1x/week	cardboard	$90.00
	4	95gal	1x/week	recycle	$96.00

Extra Dump charges			Each
	2cy	trash	$60.00
	4cy	trash	$65.00
	6cy	trash	$75.00
	8cy	trash	$85.00
	8cy	cardboard	$50.00

Attachment D

Pender County Government Locations

Location	Qty	Can Size	Svc Frequency	Material	Rate/Month
Pender County DSS	1	8cy	1x/week	trash	$195.92
Pender County Administration	2	8cy	3x/week	trash	$994.17
Pender County Maintenance Garage	1	4cy	1x/week	trash	$132.11
	4	95gal	1x/week	recycle	$96.00
	1	8cy	1x/week	cardboard	$90.00
Pender County Jail	1	8cy	3x/week	trash	$537.29
Pender County Jail Kitchen	1	6cy	2x/week	trash	$305.84
Pender Memorial Park	2	8cy	1x/week	trash	$365.03
Pender County Housing	1	6cy	1x/week	trash	$164.42
Pender County Parks and Rec	1	8cy	2x/week	trash	$366.60
	4	95gal	1x/week	recycle	$96.00
Pender County Animal Control	1	4cy	2x/week	trash	$244.25
Pender County Surface Water Plant	1	2cy	1x/week	trash	$99.81
Pender County Utility Field Office	1	2cy	1x/week	trash	$99.81
Hampstead Annex	1	6cy	1x/week	trash	$164.42
Pender County WWTP	3	2cy	On-call	container rent	$75.00
Pender County Shooting Range	1	2cy	1x/week	trash	$99.81
Sloop Point Boat Landing	4	96gal	1x/week	trash	$80.00

Extra Dump charges			Each
	2cy	trash	$60.00
	4cy	trash	$65.00
	6cy	trash	$75.00
	8cy	trash	$85.00
	8cy	cardboard	$50.00

Alternate Pricing					
Sloop Point Boat Landing	4	96gal	2x/week	trash	$160.00

STATE OF NORTH CAROLINA

PENDER COUNTY

FIRST AMENDMENT AND EXTENSION OF SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT AND EXTENSION OF SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT (this "Amendment") is made and entered into this 30th day of June, 2021, by and between WASTE INDUSTRIES, LLC, a North Carolina limited liability company, dba GFL Environmental ("WI") and PENDER COUNTY, body politic and corporate of the State of North Carolina (the "County").

RECITALS

A. The County and Waste Industries, LLC dba GFL Environmental are parties to a Solid Waste and Recycling Management Agreement dated January 1, 2018 (the "Agreement").

B. The parties desire to extend the term of the Agreement and to make certain other changes as set forth herein

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 2. is hereby amended to extend agreement for one (1) additional year to June 30, 2024.
2. In consideration for the one- year extension, Section 5.b of the Agreement is hereby amended by not increasing contract rates for budget year, July 1, 2021 through June 30, 2022 only, to reflect the Consumer Price Index for All Urban Consumers, Water, Sewer and Trash Index, Garbage and Trash Sub-Index for Month of December or 4.4%.
3. Except as specifically modified herein, the Agreement shall remain in full force and effect as written. Capitalized terms used and not otherwise defined herein will have the meanings set forth in the Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, this First Amendment and Extension of Solid Waste and Recycling Management Agreement is executed and delivered on behalf of the undersigned by their duly authorized representatives as of the date first set forth above.

WASTE INDUSTRIES, LLC

BY: _____
Ted Habets, Regional VP

ATTEST: _____

DATE: 6/30/21

PENDER COUNTY

BY: _____
Chairman W. McEwen

ATTEST: _____ Nancy Avery Interim County Clerk

DATE: 6/30/21

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

_____
County Finance Officer

Pender County
Approval of Sole Source vendor VFIS of North Carolina.

TO:	Board of County Commissioners
FROM:	Tommy Batson
DATE:	August 7, 2023
SUBJECT:	Approval of Sole Source vendor VFIS of North Carolina.

SUMMARY:
Pender County Emergency Management & Fire Marshal Office is requesting Board Approval for a Sole Source vendor of VFIS of North Carolina. VFIS is the largest provider of insurance to Fire and Emergency Services organizations in the country. Founded in 1969, VFIS quickly became the gold standard in coverage training and risk management for the industry. They are the best insurance for these organizations in Property Coverage, Portable equipment, automobile, and liability for the Emergency Management / Fire Marshals Office. No other insurance company in the country can meet or beat this coverage for this type of emergency service. The Office started with this insurance a year ago with the approval of the County Manager, Finance Director, and Human Resources Director. We are following all the financial requirements set forth by the county finance department and auditors.

ACTION REQUESTED:
Pender County Emergency Management & Fire Marshal Office is requesting Board Approval for a Sole Source vendor of VFIS of North Carolina. Budgeted item in the 23-24 and the premium is $6,800

Pender County
Approval of Sole Source vendor of the Knox Company.

TO:	Board of County Commissioners
FROM:	Tommy Batson
DATE:	August 7, 2023
SUBJECT:	Approval of Sole Source vendor of the Knox Company.

SUMMARY:
Pender County Emergency Management & Fire Marshal Office is requesting Board Approval for a Sole Source vendor of Knox Company. The Knox Company is the sole source manufacturer and inventor of Knox® Rapid Access products, manufacturing and/or assembly done in our Phoenix, Arizona facility. As the provider of the patented Knox eLock System™, Knox maintains the highest level of key and lock control devices and ensures the manufacturing process is strictly controlled using rigorous protocols. Pender County Started using the Knox Company in 2013 and has been the single sole source across the county and Town of Burgaw with a single key. The Fire service and business owners have over a million dollars invested in this company's products supporting the NC Fire Code for building access. Transition costs are prohibitive at this point.

Products include a complete line of eLock and mechanical lock boxes, cabinets, key switches, padlocks, the MedVault® Narcotics Vault, and locking FDC Caps all used by both Fire and EMS departments.
Included with the Knox products are many services that benefit first responders. Mechanical master keys are provided to only authorized individuals at no charge, records of installation are compiled on request, and complimentary materials are available to property owners.

ACTION REQUESTED:
Pender County Emergency Management & Fire Marshal Office is requesting Board Approval for a Sole Source vendor of Knox Company. Purchase 5 KeyDefender, Dual Key assembly, brackets, programming, and programmable electric keys in the current 23-24 budget for $9,161.78

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Erik Harvey
DATE:	August 7, 2023
SUBJECT:	Approval of Purchase Order and Renewal of Avineon 3-year Contract for GIS and Annual Maintenance in the amount of $12,150.00 per year.

SUMMARY:
Pender County Government utilizes Avineon, Inc (Formerly Highland Mapping) for comprehensive GIS Managed Support Services. This includes Desktop Support, Server Support, GIS Website Support, Custom Automation, Custom Land Record and Addressing Tools, and GIS Website management and support. Avineon is a trusted Gold partner of our Enterprise software vendor, ESRI.

ACTION REQUESTED:
To approve a Purchase Order and Renewal Purchase Order and Renewal of Avineon 3-year Contract for GIS and Annual Maintenance in the amount of $12,150.00.

Atlas
Geographic Data, Inc

July 17, 2023

Pender County GIS

Attention: Josh Norwood / GIS Coordinator

Reference: Proposal for 2023/2024 FY GIS Support

Dear Mr. Norwood,

Atlas Geographic Data, Inc. (Atlas) is pleased to submit our proposal for the referenced project. We have the in-house team of experienced professionals who will be focused on the delivery of quality, timely, and cost-effective geospatial support services to Pender County. Our prepared scope of work is based upon meeting and/or exceeding all the technical requirements described during the onsite meetings.

Atlas is a GIS professional services company headquartered in Wilmington, N.C, with additional offices located in MS, AL, & WV. We specialize in customized GIS Cadastral/E911/Utility, mapping, support, & maintenance services for local and State governments. Atlas has the total in-house technical capability, available capacity, and background experience to complete every task and requirement for this project.

The specific services provided by Atlas to local governments can be summarized into Six broad categories:

- GIS support, implementation, training, and workflow consulting
- Tax Parcel Mapping, maintenance, and workflow consulting
- E911 database development, CAD support, NG911 database conversion, PSAP Mutual Aid mapping, and general consulting for the PSAP
- GIS application development, hosting, and workflow consulting
- Utility infrastructure mapping for GIS applications
- "One Stop GIS Shop" for smaller County governments that do not have a GIS staff.

Pender County GIS needs an outside GIS consultant to support staff with high level, local support which ESRI does not provide. Atlas provides this level of support to many

government jurisdictions throughout the Mid-Atlantic and South East with great success.

We propose to conduct the following tasks (not limited) to accomplish Pender County's goals for annual GIS Support:

- Provide technical support including phone, remote access, and on-site support.
- Provide GIS software consulting and training as it relates to ESRI Software, including updates, upgrades, and trouble shooting issues.
- Provide database management support & training.
- Scripting and custom tool support
- Application development
- Field application and survey support as it pertains to hardware, software, post processing and general "best practices" for surveying.
- GIS consulting for deployment and future projects.

**There is no limit on any of the above services provided. Atlas and Pender County will determine when a support service becomes too involved and requires a separate contract vehicle.*

Annual Cost: ----------$12,500

We appreciate this opportunity to be of service. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Hays Lambert

Hays Lambert, PLS GISP

June 21, 2023

Josh Norwood
GIS Administrator
Pender County Planning and Community Development
PO Box 1519
Burgaw, NC 28425

Re: GIS Managed Data Services Proposal

Dear Mr. Norwood:

On behalf of everyone at Avineon, Inc. (Avineon), thank you for your continued support and participation in our Managed Services program. The past year has been exciting for all of us with the addition of staff, the introduction of the Help Desk / Ticketing System, and more clarity on what is included in your agreement. We are looking forward to another year of supporting you and enhancing the services we offer through our Managed Services program.

On the following pages you will see the details of your renewal for July 1, 2023 through June 30, 2026. You may recall from the budget guidance we provided in December, this is the first step in our pricing changes which are reflected in the attached.

If you have any questions, please contact me at wpeloquin@avineon.com, 727-382-0796.

We are looking forward to the return of your signed agreement and another year of our journey together.

Warm regards,

Wendy Peloquin
Business Development Manager
Avineon, Inc.
wpeloquin@avineon.com

Authorization to Proceed:

Pender County
Name: _____
Title: _____
Date: _____

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ATTACHMENT A – SCOPE OF WORK

Avineon will provide the following GIS managed data services based on our gold service plan.

Service Type	Gold
Phone Support – Minor Problems/Questions (Desktop/Databases)	✓
Email Support – Minor Problems/Questions (Desktop/Databases)	✓
ArcGIS Online (Management) Support	✓
Database Compress/Versioning/Replication Issues/Problems/Changes	✓
Database Schema Issues/Updates	✓
Database User Access Issues/Updates	✓
Database File Size Issues (Data and/or Log Files)	✓
Troubleshooting Database Performance/Access Issues	✓
Screen Sharing Support – Minor Problems/Questions (Desktop/Databases)	✓
Support for Automated Jobs (Created by Avineon Staff)	✓
ELA Esri Licensing Updates (Desktop, Geodatabase, ArcGIS Server, Enterprise) – ELA Clients	✓
Ortho Loading/Mosaic Creation	✓
Ortho Caching (for Web Services)	✓
Avineon Web Site Support – Problems/Minor Tweaks (If Using Avineon Web Template)	✓
ArcGIS Enterprise (Management) Support	✓
Upgrades (In-Place) – Geodatabases (SQL and ArcGIS)	✓
Upgrades (In-Place) – ArcGIS Server	✓
Disaster Recovery	✓
New Automated Process (Standard Export or Reporting)	✓

Annual Subscription	
Avineon Web Template	✓
NG911 Tools	✓

The term of the support plan and software maintenance will be your organization's forthcoming fiscal year from July 1, 2023 through June 30, 2026.

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Visualize IT. See IT Through.

ATTACHMENT B – COST PROPOSAL

Avineon's fee for three years of gold support is presented below. The fee will be invoiced in three installments, upon acceptance of this proposal and after every year of service.

Support Level	Annual Fee	Multi-Year Discount per Year	2023 - 2024	2024 - 2025	2025 - 2026	Three Year Total
Gold Service Plan	$9,000.00	15%	$7,650.00	$7,650.00	$7,650.00	
Avineon Web Template	$4,500.00	N/A	$4,500.00	$4,500.00	$4,500.00	
NG911 Tools	$1,500.00	N/A	First Year Included	$1,500.00	$1,500.00	
			$12,150.00	$13,650.00	$13,650.00	**$39,450.00**

Notes:

1. All work can be performed remotely. If required, travel and other direct costs will be billed at cost plus G&A.

ATTACHMENT C – SERVICES TERMS AND CONDITIONS

Pender County ("Purchaser" or "Party") and Avineon, Inc. ("Avineon" or "Party") acknowledge and agree that the following terms and conditions shall apply to the services performed pursuant to this Agreement ("Services").

1. Invoices will be generated biannually by Avineon, upon execution of this Agreement and after the first six months of service. Purchaser will pay Avineon within thirty calendar days from receipt of invoice.
2. Confidential Information received by a Party shall be kept confidential for three years following completion of the Services or termination of this Agreement, whichever shall occur first, and shall not be disclosed to any other person except as required by law or with the prior written consent of the disclosing Party.
3. Neither Avineon, Avineon's employees, nor Consultants are or shall be deemed to be employees of Purchaser. To the extent that Avineon has employees who perform Services under this Agreement, Avineon shall be solely responsible for the payment of compensation, including provision for employment taxes, worker's compensation, and any similar tax associated with employment of Avineon's employees.
4. Purchaser agrees that it shall ensure that no person, firm, or company which controls or is controlled by or is an affiliate of it shall during the term of this Agreement and for a period of one year thereafter, solicit the engagement of any Consultant or employee of Avineon either directly or indirectly, including through the agency of a third party, unless agreed in writing by Avineon. If Consultant becomes employed directly by the Purchaser or person, firm, or company which controls or is controlled by or is an affiliate of it, Purchaser shall pay Avineon a placement fee of the Consultant's annual salary.
5. All materials and products developed under this Agreement by Avineon or its Consultants are the property of the Purchaser. Avineon retains all rights to methodology, knowledge, documents, software, and data brought to the Services by Avineon and used in the performance of the Services. No rights to Avineon's property or proprietary interests existing prior to the start of the Services are passed hereunder or under any Schedule.
6. Avineon warrants to Purchaser that the material, analysis, data, programs, and services to be delivered or rendered hereunder will be of the kind designated and will be performed by qualified personnel. Avineon makes no other warranties, whether written, oral, or implied, including without limitation warranty of merchantability or warranty of fitness for particular purpose.
7. In no event shall Avineon be liable for special or consequential damages, whether or not the possibility of such damages has been disclosed to Avineon in advance or could have been reasonably foreseen by Avineon. Avineon's liability on any claim or loss or liability arising out of, or connected with, this Agreement, including breach of contract or warranty; for negligence; or for the sale, delivery, or use of any material, data, or programs, or the results of any services furnished hereunder, shall in no case exceed the amounts paid to Avineon by Purchaser under this Agreement.
8. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions and, unless the Parties agree to submit to binding arbitration, shall be heard in a court of competent jurisdiction in Virginia.
9. This Agreement together with any Schedules created hereunder constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Avineon by any of its salesmen, employees, or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter thereof. Purchaser acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

ATTACHMENT D – SOFTWARE LICENSE TERMS AND CONDITIONS

Avineon, Inc. ("Licensor") will license the software described below to Pender County ("Licensee") upon the condition that licensee accepts all of the terms and conditions contained in this Attachment.

a. Definitions

i. "Software" means the object code of the Avineon applications identified in *Attachments A* and *B* of this Agreement (Avineon Web Template, NG911 Tools, AWS Web Hosting, and/or Parcel Tools for ArcGIS/ArcGIS Pro) including any revisions or new versions, and may include software owned by Third Parties who have granted Avineon the right to include such software as part of the Software.
ii. "Use" or "use" means to load, access, utilize, or store the Software.
iii. "Maintenance Fee" means the amount paid to use the Software for the Maintenance Term.
iv. "Maintenance Term" means the means the period of time stated in *Attachment A* to this Agreement, during which the Software may be used in exchanged for the Maintenance Fee.
v. "Third Party" means any entity or person other than Licensor and Licensee.
vi. "Intellectual Property" means (i) any U.S., international or foreign patent, (ii) inventions, invention disclosures, improvements, trade secrets, business processes, technology and technical data, (iii) copyrights, copyright registrations in the U.S. or any foreign country, (iv)any trademark or registration, and (v) any other similar or equivalent proprietary rights conferred by contract, statute or any other law.

b. License Grant

Licensor hereby grants Licensee a nonexclusive and nontransferable license to use the Software in Licensee's business operations, subject to the following conditions:

i. Licensee may use the Software subject to the terms and conditions of this License.
ii. Licensee may install an unlimited number of copies of the Software on Licensee's equipment and all of Licensee's authorized users of ArcGIS may use the Software as permitted herein.
iii. Licensee may not copy the Software for any purpose other than installing multiple copies for use by Licensee nor remove any original titles, copyright and trademark notices, or proprietary and restricted rights notices.
iv. Licensee may not modify, reverse engineer, disassemble, decompile, alter, or otherwise create any derivative works based on the Software or permit a Third Party to do so.
v. Licensee may not unbundle individual or component parts of the Software for independent use.
vi. Licensee may not make any attempt to circumvent the technological measures that control access to or use of the Software.
vii. Licensee may not redistribute the Software registration number, license authorization files, or developer license files.
viii. Licensee may not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this Agreement without Licensor's express written consent and any attempt to do so without consent shall be void.
ix. Licensee may not remove, obscure, or damage any patent, trademark, or copyright notices contained in or affixed to the Software and Licensee must take reasonable steps to ensure the protection of Licensor's intellectual property rights.

Licensor owns and retains all right, title and interest in the Software, Intellectual Property, and any and all related materials. This Agreement does not transfer any ownership rights in the Software, Intellectual Property, or other related materials to Licensee or any Third Party.

c. Warranty

During the Maintenance Term, Licensor warrants that the software will provide the functionality described by its documentation and licensor's written representations, provided that Licensor's sole liability and obligation under this warranty shall be to correct the software such that it will provide the functionality described by its documentation and Licensor's written representations.

For all copies, Licensor expressly disclaims any implied warranties of merchantability or fitness for a particular purpose. Licensor does not warrant and hereby disclaims any implied warranty that the operation of the software will be error free or uninterrupted.

d. Maintenance

Maintenance Service shall be defined as (a) all Revisions, Updates, and Enhancements to the Software which are made generally available to other licensees of the Software; (b) four hours per year technical support; and (c) updated software as required to operate under new releases of the operating system or other technical software required to execute the Software. The words "Revisions," "Updates," or "Enhancements" shall be defined as error corrections, modifications, and all changes and/or improvements to the Software that relate to operating performance but do not alter the basic function of the Software.

e. New Version

Should Licensor supply a New Version of the Software during the Subscription Term, Licensee shall have the option to upgrade to the New Version of the Software. The words "New Version" shall be defined to mean the Software has been significantly enhanced and extended through the addition of substantial new functionality.

f. Proprietary Rights Infringement

Licensor warrants Licensor has the right to license the Software and grant the rights granted herein. In the event of a claim the Software used within the scope of this License Agreement infringes any patent, copyright, trade secret or other proprietary right of any Third Party, Licensor shall, at its option, (a) procure for Licensee the right to continue to use such Software, (ii) modify the Software so that it becomes non-infringing, or (c) refund the Maintenance Fee.

g. Limitation of Liability

Notwithstanding anything else contained in this Agreement, or at law, or otherwise: (a) the total liability of Licensor to Licensee in contract, tort, or otherwise shall be limited in the aggregate to one hundred percent (100%) of the Maintenance Fee; (b) Licensor shall not in any way be liable to any person, firm, or corporation for any special, indirect, or consequential damages or losses, including loss of profit or production; and (c) any and all liabilities and obligations which Licensor may have under this Agreement shall expire at the end of the Maintenance Term or upon termination of this Agreement, whichever shall occur first. Licensor is not liable for interruption of business or cost of substitute goods incurred by Licensee or any third party, whether in an action in contract or tort based on a warranty, even if Licensor has been advised of the possibility of such damages.

Licensor assumes no liability for (a) infringements arising from combinations of the Software with other software or hardware products, (b) modifications of the Software made by any party other than Licensor or Licensor’s authorized representative or made under Licensor’s direction, (c) use of a prior version of the Software to the extent such infringement would have been avoided by use of the current version of the Software, or (d) trademark infringements involving any marketing or branding not applied by Licensor.

h. Term and Termination

This Agreement is effective for the Maintenance Term.

i. Export Controls

Licensee may not export, re-export, download, or provide the Software or underlying information or technology, in whole or in part to (a) a country to which the United States has embargoed goods, (b) anyone on the U.S. Treasury Department's list of Specially Designated Nationals, (c) any person or entity on the U.S. Commerce Department's Table of Deny Orders, or (d) any person or entity where such export, re-export or provision violates any U.S. export control laws or regulations. By accepting the Software, Licensee is agreeing to the foregoing, and Licensee is representing that Licensee is not a national or resident of, or located in or under the control of, any country subject to such export controls.

j. Agreement

This Agreement represents the complete agreement between the parties concerning the Software and this Agreement contains all of the covenants and agreements between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein.

If any provision of this Agreement is held unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable.

This Agreement shall be governed by and construed under the laws of the State of North Carolina.

Axim GEOSPATIAL AN NIVIS COMPANY

877.294.6436
100 QBE Way, Suite 1225
Sun Prairie, WI 53590
aximgeo.com

July 21, 2023

Joshua Norwood
GIS Manager
Pender County, NC
100 South Wright Street
Burgaw, North Carolina 28425

Dear Joshua,

Thank you for your interest in our GIS Support Block. Included in the following pages are Axim Geospatial's Support Block details and prices.

GIS Support Blocks will provide a vehicle for accessing GIS support on-demand to Pender County, NC. I hope you find this information helpful. If I can provide further assistance, please do not hesitate to contact me.

Thank you again for your interest. We look forward to working with you.

Sincerely,

Victoria Reyes

Business Development Representative
Axim Geospatial
100 QBE Way, Suite 1225 | Sun Prairie, WI 53590
p:205-725-5891 | e: victoria.reyes@aximgeo.com

I. GIS Support Block

GIS Support Blocks provide a vehicle for accessing GIS support on-demand. Once a GIS Support Block is put in place, Axim Geospatial will provide professional services to assist Pender County, NC with GIS support. All services provided as part of the GIS Support Blocks will be conducted by the most effective and cost-efficient method, including: virtually through remote network access, telephone conference calls, Internet (WebEx) demonstrations, or on-site consultants.

How do GIS Support Blocks work?

Once the GIS Support Block vehicle is in place, Axim Geospatial will provide Pender County, NC with a single point-of-contact. Axim Geospatial will identify the support tasks and establish a communication plan for coordinating the activities of the task as well as status reporting. We will match the support task with the correct Axim Geospatial resource.

If a support task becomes large, Axim Geospatial may require using a management team. This function includes people, processes, and technology that are designed to make sure that Pender County, NC receives outstanding value. Milestones and completion dates will be established for the Planning and Analysis, Client review, Design, Client review, Development, Testing, and Installation/Implementation phases of a large task or project. There are many tasks and risks that have the potential to derail a project. To manage this effort, larger tasks or projects that we execute are assigned a Project Coordinator or Technical Architect from Axim Geospatial.

II. Pricing & Acceptance

Prepaid blocks of hours can be purchased at the prices listed in Table 1 and volume discounts are included at each block level. Support block hours expire after 12 months from the date of signature. Axim Geospatial will invoice Pender County, NC upon receiving the signed form.

You may indicate your acceptance of the above proposal with a signature from authorized personnel at Pender County, NC. Any expenses or travel incurred by Axim Geospatial while performing GIS Support Block services to Pender County, NC will be billed at actual costs separate from this contract.

Block Size	Standard	
	Hourly Rate	*Hours*
$25,000 to $35,000	$217.00	115 to 161
$35,001 to $60,000	$211.50	165.5 to 283.5
$60,001+	$205.50	292+

Pender County, NC

Support Block Amount: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Quotation Terms and Conditions

This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Axim Geospatial.

Payment Terms: Client will be billed monthly for all travel expenses and labor costs based on hours worked. Client agrees to NET 30 terms after receipt of invoice on this prepaid GIS support block. Supporting details will be provided as requested to detail the hours, rates, and deliverable(s) performed during the preceding month.

Standard Terms and Conditions

These standard terms and conditions ("Terms and Conditions") apply to any proposal, quotation and the resultant agreement relating to products and services sold by Axim Geospatial (herein after, "Axim") to a customer ("Customer"). These Terms and Conditions, together with the proposal, quotation and contract, including any statement of work, herein SOW, shall constitute the entire agreement ("Agreement") between the parties.

These Terms and Conditions are governed by the terms of the applicable License Agreement for any incorporated software ("License Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meaning set forth in the License Agreement.

1. GENERAL PROVISIONS.

This proposal including the SOW and all Terms and Conditions set forth herein, constitutes the entire agreement between Axim and Customer. The Terms and Conditions of the proposal shall govern and control the terms of any purchase order or purchase confirmation form from the Customer. Customer acknowledges that Axim has not authorized any of its sales agents or representatives to make any representations, warranties or agreements on behalf of, or to bind Axim in any way. This confidential proposal is valid for thirty (30) days and unless otherwise stated.

2. SCOPE OF SERVICES.

During the term of the Agreement, Axim shall furnish the services in accordance with the SOW set forth in the proposal.

3. WORK PERFORMANCE.

Axim agrees that all work performed hereunder shall be performed on a best effort basis by Axim's staff having an appropriate experience and skill level, and in compliance with the SOW.

4. TAXES.

Unless this Agreement specifies otherwise, the price included in the proposal does not include, and Customer is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Agreement. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or evidence of exemption.

5. CHANGES.

No changes, modification, amendment shall be binding upon Axim unless otherwise agreed to in writing. Customer's authorized representative may in writing, direct changes within the general scope of the Agreement. If such change increases or decreases the cost or time required to perform this Agreement, Customer and Axim shall negotiate an equitable adjustment in the price and schedule to reflect the appropriate change. Axim shall adjust the proposal to reflect the change. Customer shall modify any purchase order or confirmation form and reissue to Axim accordingly.

6. INVOICE AND PAYMENT.

Customer shall pay Axim within thirty (30) days after receipt of invoice or as per the terms indicated in the proposal. Axim will bill Customer monthly for all travel expenses and labor costs based on hours worked.

7. CANCELLATION.

Customer shall provide thirty (30) days written notice to Axim prior to canceling an order. Customer will compensate Axim for all authorized services satisfactorily performed through the cancellation date under the payment terms in section 6 of these Terms and Conditions.

8. ASSIGNMENT.

Neither party shall assign any of its rights or interest in this Agreement or subcontract all or substantially all of its performance of this Agreement without the other party's prior written consent.

9. INDEMNITY.

The parties shall indemnify and hold harmless the other, its officers and employees from and against damages, claims liabilities, fines, penalties and expenses (to include reasonable attorney's fees) due to its negligent acts, willful misconduct, errors or omissions of any Axim employee during the performance of its obligations hereunder that arise out of (1) injuries or death to persons or damage to property, (2) services and/or deliverables agreed to under this order (3) violation of any federal, state, county or municipal laws. Axim's total liability to Customer for any reason shall not exceed the total amount paid to Axim by Customer for the services provided under this Agreement.

Axim's duty to defend and hold harmless Customer shall not apply to any liability claim for damages or injuries arising from or as a result of the negligence of Customer or employees / agents of Customer.

Axim shall have no liability for any claim of infringement to the extent based on (1) the use of a superseded or altered version of any Axim provided product or framework or (2) the combination, operation or use of the Axim provided product with software, hardware or other materials not furnished or authorized to be used by Axim.

To the extent permitted by law, in no event shall either party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages of any kind.

10. WARRANTY.

Axim warrants that it will perform the services in good faith and in conformance with professional industry standards. All Axim employees, that work on the project, shall have the knowledge, education, training, skills and experience of the subject matter to which they will be performing services.

Axim warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement.

11. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, AXIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS), EVEN IF THE CUSTOMER HAS BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. AXIM'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR PURSUANT TO ANY SOW (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY AXIM FROM CUSTOMER PURSUANT TO THE APPLICABLE SOW UNDER WHICH THE ALLEGED LIABILITY AROSE.

12. FORCE MAJEURE.

Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

13. SERVERABILITY.

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

14. GENERAL SERVICES ADMINISTRATION SCHEDULE.

As indicated in the proposal, if applicable, this Agreement incorporates and shall be governed by the terms of a General Services Administration (GSA) Schedule entered by Axim and the U.S. Government. Axim's GSA Schedule number: GS-35F-682R.

15. GOVERNING LAW.

This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Wisconsin without regard to the conflict of law rules thereof, provided that (i) contract provisions that have been incorporated directly from or by express reference to the Federal Acquisition Regulations ("FAR"), FAR supplements or GSA schedule terms, (ii) contract provisions that have been flowed down from a contract with the U.S. Government, and (iii) the Changes and Termination for Convenience articles, shall be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government.

16. DISPUTE RESOLUTION.

Customer and Axim shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to Axim corporate headquarters.

17. OTHER.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Wisconsin without regard to conflicts of laws provisions thereof.

Both Axim and Customer will comply with all laws applicable to the Agreement.

All notices given under the Agreement will be effective when received in writing. Notices to the Customer and Axim will be sent to the address provided in the proposal.

Changes to the Agreement must be in writing and must be signed by both parties.

18. COMPLETE AGREEMENT.

Customer acknowledges it has read the Agreement, understands it and agrees to be bound by its Terms and Conditions. This contract contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Customer and Axim related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Customer's authorized representative and an authorized representative of Axim.

Pender County
Request for Board Action

TO:	Board of Commissioners
FROM:	Erik Harvey
DATE:	August 7, 2023
SUBJECT:	Approval of a Purchase Order to SHI for Computer Replacement in the amount of $235,196.60.

SUMMARY:
The FY 23-24 Computer Replacement Schedule will replace 89 End-of-Life computers and 52 docking stations. Pender County has established a five (5) year replacement strategy to ensure all computers reach their End-of-Life (EoL). When financially possible, computers will be replaced within the fiscal year in which they are determined to be EoL. The computers on this year's replacement list are five (5) years old, out of warranty, and have internal components that will no longer support the Microsoft Windows 10 Operating System.

The County Manager's Office, Information Technology Services, and Finance Departments have mandated all departmental computer replacement schedules to be centralized to give the County more purchasing power to procure in bulk, reduce cost and accommodate space limitations when new computers arrive. This will also ensure that the computer(s) warranty start date will line up with the computer deployment schedule to comply with and maximize the 5-year computer replacement schedule.

Additional goals for this strategy include:

1. Ensuring employees have access to a computer with sufficient capability to support basic computing needs in fulfillment of their work responsibilities and the County's operational needs.

2. Ensuring that appropriate computing resources are available in training areas.

3. Implementing minimum standards for computing resources to increase the supportability of the County's installed base of equipment.

4. Streamlining the specification, acquisition, deployment and support of new equipment and re-deployment or disposal of old equipment.

5. Hardware Standardization to maintain a reliable and efficient computing environment for all users of the Pender County network, ITS has developed standards for hardware. The purpose of these standards are to:

    - Optimize the support levels that ITS provides.
    - Manage the cost of purchasing, replacing and support of technology.
    - Improve service by the use of automatic deployment of software.
    - Ensure that there is network compatibility for security and upgrades.

6. Improve employee efficiency
   Pender County employees are authorized to utilize (1) one computer either a laptop or desktop computer based on their position for work usage.

The Information Technology Services Department utilized the North Carolina State Contract 204A to purchase Dell computers. Funding for this purchase was allocated in each department's Fiscal Year 23-24 Budget.

ACTION REQUESTED:
Approval of a Purchase Order to SHI for Computer Replacement in the amount of $235,196.60. These were budgeted items and will be taken from the following departmental line items:

406000: Computer Expense
407100: Non-Depreciated Capital

STATE OF NORTH CAROLINA
DEPARTMENT OF INFORMATION TECHNOLOGY (DIT)
STATEWIDE IT PROCUREMENT OFFICE

Statewide IT Contract Number	**204A - Microcomputers, Peripherals, and Related Services**
Bid / Solicitation Number	ITS-400203
Contract Award Type	MANDATORY
Current Effective Dates	August 1, 2017 through July 31, 2024 **One (1) one-year renewal option**
Contract Administrator	Debbie Patterson Email: debbie.patterson@nc.gov Tel: 919-754-6619

This contract can now be accessed via NC E-Procurement @ Your Service. If you are a user of this system, click https://buyer.ncgov.com/Ariba

SCOPE

1. The Department of Information Technology created this statewide term contract to provide a list of qualified Vendors for Agencies across the State to purchase microcomputers, associated peripherals, and value-added services, with options to purchase additional maintenance and support. This contract is limited to microcomputers that operate Microsoft Windows, Chrome, and Android operating systems. Vendors shall only offer Agencies items listed in Table 1 under this contract. NCDIT Contract Administrator may remove a Vendor from this contract, if this Vendor offers Agencies, under this contract, items that are not listed in Table 1.

2. The 204A Statewide Term Contract is limited to items listed in Table 1:

Microcomputer Segment	Segment Description
Desktop Units	Traditional Personal Computers, Fixed Workstations, “All-in-Ones”, and Thin Clients with a conventional chassis, tower, mini-tower, or small form factor case
Portable Units	Laptops, Notebooks, Chromebooks, Ultra-Portable, Mobile Workstations, and other easily transportable devices with fixed displays and keyboards
2-in-1 Units	Device that can function in a traditional ‘clam-shell’ laptop configuration or as a light weight, touch screen tablet through a conversion using an integrated or detachable keyboard and mouse/trackpad
Tablet Units	Extremely portable solid state computing devices primarily characterized by a single touch screen input mechanism; may or may not include an attachable keyboard

Microcomputer Segment	Segment Description
Peripheral Components	Peripherals must be able to attach to, work with, and be supported by, the Desktop Units, the Portable Units, the 2-in-1 Units, the Tablet Units, and the architecture described elsewhere herein. Peripherals must be present with the general offerings of the manufacturer, and as such, normally available from the manufacturer represented. Peripherals considered within the scope of this contract are monitors, input devices (keyboards, mice), docking stations, memory, hard drives, laptop cases, etc. Peripheral Options (procured by themselves) may be purchased under this contract in amounts up to **$25,000**. It is not mandatory to use this contract for peripheral only purchases.
Value-Added Services	Mandatory Value-Added Services related to Microcomputers that Vendor shall provide are Basic Imaging, Asset Tagging, and Basic Installation. Vendor may provide additional Value Added Services as options, which may include but are not limited to, managed logistics / staggered delivery, bulk packaging, move / add / change services, data migration services, end user training, and end of life disposal / recycling services. For optional Value Added Services, Vendor and Agency shall develop a mutually agreed upon written Statement of Work subject to the terms and conditions of this contract to describe in detail that Value Added Services being provided by the Vendor to the Agency and the specific pricing for these Value Added Services.

Table 1: Scope of 204A Statewide Term Contract for microcomputers, associated peripherals, and value added services

3. This contract **does not include** the following products:

- Mobile Ruggedized Computers (see IT Statewide Term Contract 204B)
- Server Units – Rack-mounted, blades and tower models (see IT Statewide Term Contract 204X)
- Itanium, SPARC, or Power Series (aka UNIX) Workstations/Servers and Peripheral Components (see IT Statewide Term Contract 204X)
- Smartphones, handhelds, and other portable client devices that require cellular broadband services to provide intended functionality
- Printers and Printer Peripheral Components (see IT Statewide Term Contract 204D)
- Digital Cameras
- Hubs, Routers and Switches
- Uninterruptible Power Systems (UPS) and Surge Protectors
- Projectors
- Software (other than OEM version of operating system and system drivers and tools)

This contract is a **MANDATORY** Statewide Term Contract, with approved exceptions, for the use of **Executive Branch State Agencies**. For non-Executive Branch State Agencies this is a Convenience Contract, available, but not mandatory to those entities permitted by law to use this contract. Such entities presently include the North Carolina University System and its member campuses, instructional components of the Department of Public Instruction, instructional components of the North Carolina Community College System, and local (municipal and county) governments.

Agencies with the need to acquire services related not covered by this contract are required to follow the State of North Carolina IT procurement rules, consistent with 09 N.C.A.C. 06 A& B and established procedures of the Department of Information Technology (DIT).

There is no minimum order size or spending limit on this contract.

VOLUME PURCHASING INITIATIVE

The State's Volume Purchasing Initiative for microcomputers and related peripherals is provided under this Statewide Term Contract. Please visit DIT's Bulk Purchasing page for more information about this cost-saving program.

ABNORMAL QUANTITY

Any request that exceeds **$75,000** must be reviewed and approved by the Statewide IT Procurement Office before a Purchase Order can be issued.

For NC eProcurement Users, the system will automatically add the appropriate NCDIT Approvers and the Statewide IT Procurement Office to your Approval Flow.

For Non-NC eProcurement Users, you must email your request (including the Vendor quote and your documentation) to the following address:

To: Submit2.StatewideIT@its.nc.gov
(Please include "Abnormal Quantity Request STC 204A" in the subject line of the email).

The Statewide IT Procurement Office, in consultation with the procuring Agency, may process the request in one or more of the following ways:

1. Purchase may be authorized at current pricing with current Vendor(s)
2. Additional discounts from current pricing level may be negotiated with current vendor(s) or approved resellers
3. A separate Invitation for Bids may be issued for the requirement
4. The request may be included in the next scheduled Volume Purchasing Initiative

VENDOR CONTACT INFORMATION

Table 2 contains the awarded Vendors' Ordering Address and Contact information. Orders shall be issued directly to the respective Vendor. To address service or pricing questions, please contact the Vendors listed below.

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
CDW-G **(FOR ACER PRODUCTS)**	Direct	230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 800-808-4239 Fax: 847-465-6800	**Inside Sales for State and Local Governments** Joseph R. Barese III Email: josebar@cdw.com Phone: 866-819-6497 Joe Goodwin – **State and Local Sales Manager** Email: joe.goodwin@cdw.com Phone: 877-325-2919 **Outside Sales for State and Local Governments** Leslie Smith Email: leslie.smith@cdwg.com Phone: 919-667-4821 **Academic Sales (K-12 Local Education Authorities)** Ashley Pratt Email: ashlpra@cdw.com Phone: 866-819-6496 **Academic Sales (Higher Education)** Greg Henderson Email: greghen@cdw.com Phone: 540-494-2151

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Dell	Direct	One Dell Way RR8-MS-8741 Round Rock, TX 78682 Phone: 800-981-3355 Fax: 512-283-8421	**Inside Sales for State and Local Governments** Karen Lansdale Karen_lansdale@dell.com Phone: 737-444-0413 **Outside Sales for State and Local Governments** Manny Veloza Manny.Veloza@Dell.com Phone: 919-272-5214 **Academic Sales (K-12 Local Education Authorities and Higher Education)** Karen Lansdale (Inside Sales) Karen_lansdale@dell.com Phone: 737-444-0413 Clarence Williams (Outside Sales) Clarence.R.Willams@Dell.com Phone: 919-279-3352 Vincent Occhipinti (Outside Sales) Vincent_Occhipinti@Dell.com Phone: 919- 601-7482 **Customer Service / Technical / Warranty Support** Website Address: www.dell.com Email Address: http://www.dell.com/support/incidents-online/us/en/04/email/order-support Phone: 800-456-3355

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Dell	SHI International Corp. **(HUB VENDOR)**	290 Davidson Avenue Somerset, NJ 08873 Phone: 888-764-8888	**Sales – State and Local Government, Education** SHI Carolina Team - QUOTING Email: carolinateam@shi.com Phone: 800-211-0831 **Outside Sales – State Agencies** Todd Enter Email: Todd_Enter@shi.com Phone: 336-254-3197 Carly Higginbotham Email: Carly_Higginbotham@shi.com Phone: 919-219-7355 **Outside Sales – Local Government (Raleigh Area)** Jackson Ling Email: Jackson_Ling@shi.com Phone: 910-705-7183 **Outside Sales – Local Government (Charlotte Area)** Justin Hansen Email: Justin_hansen@shi.com Phone: 704-300-9126 **Sales – Education (Raleigh Area)** David Burak Email: david_burak@shi.com Phone: 704-400-3023 Corey Boyd Email: Corey_Boyd@SHI.com Phone: 678-571-9796 **Sales – Education (Charlotte Area)** Chawn Simon Email: Chawn_Simon@shi.com Phone: 704-630-5999
	Tiber Creek Consulting **(HUB VENDOR)**	10130 Mallard Creek Road Suite 300 Charlotte, NC 28262 Phone: 704-996-3718 Fax: 704-944-3101	**Inside Sales for State and Local Governments** Keith Bond Keith.bond@tibercreek.com Phone: 704-441-5405 **Outside Sales for State and Local Governments** David Lloyd David.lloyd@tibercreek.com Phone: 704-996-3718 **Academic Sales (K-12 Local Education Authorities)** Donald Junker don.junker@tibercreek.com Phone: 704-685-2479 **Academic Sales (Higher Education)** Jennifer Hillesland Jennifer.hillesland@tibercreek.com Phone: 704-614-0742

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Dell	CDW Government LLC	200 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 800-808-4239 Fax: 847-465-6800	**Inside Sales for State and Local Governments** Joseph R. Barese III Email: josebar@cdw.com Phone: 866-819-6497 Joe Goodwin – **State and Local Sales Manager** Email: joe.goodwin@cdw.com Phone: 877-325-2919 **Outside Sales for State and Local Governments** Leslie Smith Email: leslie.smith@cdwg.com Phone: 919-667-4821 **Academic Sales (K-12 Local Education Authorities)** Ashley Pratt Email: ashlpra@cdw.com Phone: 866-819-6496 **Academic Sales (Higher Education)** Greg Henderson Email: greghen@cdw.com Phone: 540-494-2151
	Data Networks of America, Inc.	216 Schilling Circle Ste. 104 Hunt Valley, MD 21031	**Inside Sales for State and Local Governments** Kayla Richardson Phone: 410-823-3000 ext. 3021 Email: krichardson@datanetworks.com **Outside Sales for State and Local Governments and Academic Sales (Higher Education)** Jan Silhavy Phone: 410-823-3000 ext. 3016 Email: jsilhavy@datanetworks.com **Academic Sales (K-12 Local Education Authorities)** Amy Bateman Phone: 410-823-3000 ext. 3020 Email: abateman@datanetworks.com **Inside Sales for K-12** Chris Doeller Phone: 443-589-9010 Email: cdoeller@datanetworks.com
	Davenport Group	104 Belfast Avenue Lewisburg, TN 37091 Phone: 877-231-9114	**Sales for State & Local Govt. and Education** Brandon Cole bcole@davenportgroup.com Phone: 704-458-2277

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
HP	Direct	3800 Quick Hall Road Bldg. 2, Suite 100 Austin, TX 78728 Fax: 800-825-2329 Email: directsledeast@hp.com	**Sales for State & Local Government, K-12, & Higher Education** JD Williams Jd.williams@hp.com Phone: 866-807-3445 **Outside Sales for State & Local Government, K-12, & Higher Education** Mason Dorsett mason.dorsett@hp.com Phone: 919-255-8622 **Order Status Questions** Mark White j.mar.white@hp.com **Customer Service / Technical / Warranty Support** Website Address: www.support.hp.com Phone: 800-334-5144
	Applied Data Technologies **(HUB VENDOR)**	8515 Crown Crescent Court Charlotte, NC 28227 Phone: 800-267-1419 Fax: 704-847-3077	**Inside Sales for State and Local Government** Jennifer Clabeaux Jennifer.Clabeaux@applieddatatech.com Phone:704-847-3000 Fax: 704-847-3077 **Outside Sales for State and Local Government** Terri Barnes Terri.Barnes@Applieddatatech.com Phone: 704-847-3000 Fax: 704-847-3077 **Academic Sales (K-12) Local Education Authority)** Lisa Windle LisaWindle@applieddatatech.com Phone: 704-847-3000 Fax: 707-847-3077 **Academic Sales (Higher Education)** Terri Barnes TerriBarnes@applieddatatech.com Phone: 704-847-3000 Fax- 704-847-3077

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
HP	CDWG	230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 800-808-4239 Fax: 847-465-6800	**Inside Sales for State and Local Governments** Joseph R. Barese III Email: josebar@cdw.com Phone: 866-819-6497 Joe Goodwin – **State and Local Sales Manager** Email: joe.goodwin@cdw.com Phone: 877-325-2919 **Outside Sales for State and Local Governments** Leslie Smith Email: leslie.smith@cdwg.com Phone: 919-667-4821 **Academic Sales (K-12 Local Education Authorities)** Ashley Pratt Email: ashlpra@cdw.com Phone: 866-819-6496 **Academic Sales (Higher Education)** Greg Henderson Email: greghen@cdw.com Phone: 540-494-2151
	Netcom Business Solutions, Inc.	2900 Village Drive Fayetteville, NC 28304 Phone: 888-638-8880 Fax: 910-486-4937	**Sales for State and Local Government, Education** Todd Jordan TJordan@netcombsi.com Phone: 910-486-5040 Fax: 910-486-4937
	Trafera LLC	2550 University Ave. W. Ste 315-S St. Paul, MN 55114 Fax: 651-888-7922	**Sales – State and Local Government, Education** Ryan Lapadat Email: Ryan.Lapadat@trafera.com Phone: 651-888-7922

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Lenovo	Direct	8001 Development Drive Morrisville, NC 27560 Phone: 855-253-6686 Fax: 855-515-1782 **Contract Manager**: CoCo Peterson cpeterson1@lenovo.com Phone: 512-796-6956	**Inside Sales for State and Local Governments** Tanika Melvin tmelvin@lenovo.com Phone: 919-874-2931 **Outside Sales for State and Local Governments** Ryan Rand rrand@lenovo.com Phone: 919-986-9349 **Academic Sales (K-12)** Michael Kelley mjkelley@lenovo.com Phone: 919-244-7455 Ryan Hansen rhansen@lenovo.com Phone: 704-773-9212 **Academic Sales (Higher Education)** Lora Eckler leckler@lenovo.com Phone: 301-919-5018 Fax: 855-515-1782 **Customer Service / Technical / Warranty Support** Website Address: http://support.lenovo.com/en_US/ Email Address: Please use the “Contact Us” link on the Support Webpage Phone: 800-426-7378

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Lenovo	SHI International Corp. **(HUB VENDOR)**	290 Davidson Avenue Somerset, NJ 08873 Phone: 888-764-8888	**Sales – State and Local Government, Education** SHI Carolina Team - QUOTING Email: carolinateam@shi.com Phone: 800-211-0831 **Outside Sales – State Agencies** Todd Enter Email: Todd_Enter@shi.com Phone: 336-254-3197 Carly Higginbotham Email: Carly_Higginbotham@shi.com Phone: 919-219-7355 **Outside Sales – Local Government (Raleigh Area)** Jackson Ling Email: Jackson_Ling@shi.com Phone: 910-705-7183 **Outside Sales – Local Government (Charlotte Area)** Justin Hansen Email: Justin_hansen@shi.com Phone: 704-300-9126 **Sales – Education (Raleigh Area)** David Burak Email: david_burak@shi.com Phone: 704-400-3023 Corey Boyd Email: Corey_Boyd@SHI.com Phone: 678-571-9796 **Sales – Education (Charlotte Area)** Chawn Simon Email: Chawn_Simon@shi.com Phone: 704-630-5999
	BridgeTek Solutions LLC	110 Connector Park Court Piedmont, SC 29673 Phone: 864-214-0221	**Inside Sales for State and Local Governments & Academic Sales** John Ulmer julmer@bridgeteksolutions.com Phone: 803-240-3579 **Outside Sales for State and Local Governments & Academic Sales** Kelley Turpin kturpin@bridgeteksolutions.com Phone: 864-214-0221

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Lenovo	CDWG	230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 800-808-4239 Fax: 847-465-6800	**Inside Sales for State and Local Governments** Joseph R. Barese III Email: josebar@cdw.com Phone: 866-819-6497 Joe Goodwin – **State and Local Sales Manager** Email: joe.goodwin@cdw.com Phone: 877-325-2919 **Outside Sales for State and Local Governments** Leslie Smith Email: leslie.smith@cdwg.com Phone: 919-667-4821 **Academic Sales (K-12 Local Education Authorities)** Ashley Pratt Email: ashlpra@cdw.com Phone: 866-819-6496 **Academic Sales (Higher Education)** Greg Henderson Email: greghen@cdw.com Phone: 540-494-2151
	Trafera, LLC	2550 University Ave. W. Ste 315-S St. Paul, MN 55114	**Sales – State and Local Government, Education** Ryan Lapadat Email: Ryan.Lapadat@trafera.com Phone: 651-888-7922
	Y&S Technologies	383 Kingston Ave. Ste. 357 Brooklyn, NY 11213	**Sales – State and Local Government, Education** Saul Finck Email: saul@yandstech.com Phone: 718-473-0284, Ext. 203 Mordy Finck Email: mordy@yandstech.com Phone: 888-491-8910, Ext. 200
Microsoft Corporation	Direct	Orders should be placed with Authorized Resellers listed below	**Senior Surface Specialist | US State & Local Government – Southeast Region** Kyle Blagg Email: kyle.blagg@microsoft.com Phone: 678-387-4602

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Microsoft Corporation	Applied Data Technologies **(HUB VENDOR)**	8515 Crown Crescent Court Charlotte, NC 28227 Phone: 800-267-1419 Fax: 704-847-3077	**Inside Sales for State and Local Government** Jennifer Clabeaux Jennifer.Clabeaux@applieddatatech.com Phone:704-847-3000 Fax: 704-847-3077 **Outside Sales for State and Local Government** Terri Barnes Terri.Barnes@Applieddatatech.com Phone: 704-847-3000 Fax: 704-847-3077 **Academic Sales (K-12) Local Education Authority)** Lisa Windle LisaWindle@applieddatatech.com Phone: 704-847-3000 Fax: 707-847-3077 **Academic Sales (Higher Education)** Terri Barnes TerriBarnes@applieddatatech.com Phone: 704-847-3000 Fax- 704-847-3077

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Microsoft Corporation	SHI International Corp. **(HUB VENDOR)**	290 Davidson Avenue Somerset, NJ 08873 Phone: 888-764-8888	**Sales – State and Local Government, Education** SHI Carolina Team - QUOTING Email: carolinateam@shi.com Phone: 800-211-0831 **Outside Sales – State Agencies** Todd Enter Email: Todd_Enter@shi.com Phone: 336-254-3197 Carly Higginbotham Email: Carly_Higginbotham@shi.com Phone: 919-219-7355 **Outside Sales – Local Government (Raleigh Area)** Jackson Ling Email: Jackson_Ling@shi.com Phone: 910-705-7183 **Outside Sales – Local Government (Charlotte Area)** Justin Hansen Email: Justin_hansen@shi.com Phone: 704-300-9126 **Sales – Education (Raleigh Area)** David Burak Email: david_burak@shi.com Phone: 704-400-3023 Corey Boyd Email: Corey_Boyd@SHI.com Phone: 678-571-9796 **Sales – Education (Charlotte Area)** Chawn Simon Email: Chawn_Simon@shi.com Phone: 704-630-5999

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Microsoft Corporation	CDWG	230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 800-808-4239 Fax: 847-465-6800	**Inside Sales for State and Local Governments** Joseph R. Barese III Email: josebar@cdw.com Phone: 866-819-6497 Joe Goodwin – **State and Local Sales Manager** Email: joe.goodwin@cdw.com Phone: 877-325-2919 **Outside Sales for State and Local Governments** Leslie Smith Email: leslie.smith@cdwg.com Phone: 919-667-4821 **Academic Sales (K-12 Local Education Authorities)** Ashley Pratt Email: ashlpra@cdw.com Phone: 866-819-6496 **Academic Sales (Higher Education)** Greg Henderson Email: greghen@cdw.com Phone: 540-494-2151
	Microsoft Store	One Microsoft Way Redmond, WA 98052 Phone: 866-425-4709 Fax: 425-658-4951	**Sales – State and Local Government, Education** Microsoft Sales Excellence Team Email: msncsc@microsoft.com Phone: 866-425-4709

Table 2: Awarded Vendor's Address and Assigned Contact Information

PRICING

See Table 3 below for minimum discounts off MSRP by Vendor by Segment / Sub-Segment. To obtain specific pricing, go to NC E-Procurement @ Your Service and use the vendors' Punchout Catalogs in E-Procurement.

Minimum Discount % Off MSRP						
Segment	**Sub-Segment**	**CDW-G**	**Dell**	**HP**	**Lenovo**	**Microsoft**
Desktop Units	Desktops	4%	14%	12%	34%	
	Fixed Workstations	4%	14%	22%	34%	
	All-In-Ones	4%	14%	12%	34%	
	Thin Clients	4%	14%	16%	34%	
	Value Models	N/A	14%	1%	3%	
Portable Units	Laptops	4%	14%	12%	34%	8%
	Notebooks	4%	14%	12%	34%	
	Chromebooks	4%	14%	8%	34%	
	Mobile Workstations	4%	14%	18%	34%	
	Ultra-Portables	4%	14%	13%	34%	
	Value Models	N/A	14%	1%	3%	
2-in-1 Units	2-in-1s	4%	3%	16%	34%	8%
	Value Models	N/A	3%	1%	3%	
Tablet Units	Tablets	4%	3%	13%	34%	8%
	Value Models	N/A	3%	1%	3%	
Peripherals	Monitors	4%	5%	10%	6%	
	Value Models (Monitors)	N/A	5%	1%	3%	
	Docking Stations	4%	5%	19%	20%	12%
	Input Devices	4%	5%	19%	20%	
	Memory	4%	5%	19%	20%	
	Hard Drives	4%	5%	19%	20%	
	Carrying Cases	4%	5%	19%	20%	
	Cables	4%	5%	19%	20%	
	All Other Peripherals	4%	5%	19%	20%	12%
Extended / Upgraded Warranties	Desktop Units	4%	17%	20%	20%	
	Portable Units	4%	17%	20%	20%	12%
	2-in-1 Units	4%	17%	20%	20%	12%
	Tablets	4%	17%	20%	20%	12%
	Monitors	4%	17%	20%	20%	
Maintenance / Support Services	Desktop Units	4%	17%	20%	20%	
	Portable Units	4%	17%	20%	20%	
	2-in-1 Units	4%	17%	20%	20%	
	Tablets	4%	17%	20%	20%	
	Monitors	4%	17%	20%	20%	

Table 3: Minimum Discount % Off MSRPs

Vendor may provide more favorable terms to the State for these items at any time during the contract.

If, during the life of this contract, a Manufacturer directly offers any special price incentives beyond what Vendors agreed to provide under this Statewide Term Contract, whether temporary or permanent, then the Vendors must make such special pricing available to all Agencies eligible to purchase from the contract.

TRANSPORTATION CHARGES

Transportation shall be **FOB Destination,** unless otherwise specified in the solicitation document or purchase order. Freight, handling, charges for pallets, charges for special shipping requirements and distribution charges shall be included in the total price of each item. Any additional charges included on the invoice shall not be honored for payment, unless authorized by change order by the Agency. In cases where parties other than the Vendor ship materials against this order, the shipper shall be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. Complete packing lists shall accompany each shipment.

DELIVERY

Vendor will complete delivery within twenty-one (21) consecutive calendar days after receipt of a Purchase Order.

RETURN OF MERCHANDISE

A Microcomputer device or related peripheral that is not performing per the specification in this IFB may be returned to the Vendor without penalty if a resolution is not achieved within thirty (30) calendar days at no additional cost to the State. Vendor shall not charge any restocking fee for unopened Microcomputer devices or related peripherals that are returned within thirty (30) calendar days of delivery date.

WARRANTY

The Vendors warrant that all equipment furnished under this contract will be new, of good material and workmanship. The warranty will be for a minimum period of twelve (12) months from date equipment is put into operation. Such replacement shall include all parts, labor, and transportation cost to the location where equipment is down, free of any charge to the owner or his representative.

EXTENDED WARRANTIES/SERVICE OPTIONS

Extended and/or Upgraded warranty service options to include quicker resolution of hardware problems, after hour support, etc. may be offered. Contact Vendor for Extended/Upgraded Warranty information on specific computer models.

ENVIRONMENTAL PROGRAMS

All Desktops, Portable Units, and Monitors offered under this contract shall meet or exceed the EPA Energy Star Requirements and shall meet or exceed the EPEAT Silver requirements.

TAXES

The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this contract. Applicable State or local sales taxes shall be invoiced as a separate item.

VALUE ADDED SERVICES

Contract related value added services may be provided by the Vendors. Value added services may be, but are not limited to, training, installation, asset tagging or imaging. These additional services will be negotiated by the Agency with the contract holder in accordance with IT Policies and Procedures. The Agency is responsible for reviewing and amending if necessary the scope of work prior to order placement.

Table 4 contains a list of maximum pricing for certain Value Added Services offered by the Vendors. Agencies may negotiate lower pricing with the Vendors depending upon the size and scope of the services needed for a specific procurement.

For Desktops and Portables (per unit cost)					
Value Added Service	CDW-G	Dell	HP Inc	Lenovo	Microsoft
Basic Imaging	$25.00	$18.00	$10.00	$19.00	TBD – contact reseller
Asset Tagging	$5.00	$15.00	$5.00	$6.00	TBD – contact reseller
Basic Installation	$188.00	$145.00	$65.00	$65.00	TBD – contact reseller

Table 4: Value Added Services Not to Exceed Pricing per Unit

HISTORY

2023-06-22: Updated HP contact information. Updated Abnormal Quantity Request procedures.
2023-05-09: Exercised one-year renewal option under Amendment 1. Updated Dell, HP, Netcom Business Solutions, and SHI contact information.
2023-03-20: Updated Microsoft Store contact email.
2023-03-16: Updated HP contact information.
2023-02-09: Updated CDWG contact information
2023-02-01: Removed BridgeTek Solutions as HP 204A reseller.
2023-01-20: Updated Lenovo contract administrator
2022-09-30: Updated Microsoft Store contact info.
2022-08-03: Updated CDWG contact info.
2022-07-13: Updated Dell contact info.
2022-06-10: Added Trafera LLC as HP authorized 204A reseller.
2022-06-07: Issued Amendment 1 to STC 204A extending contract for one year with two (2) additional one year renewal options. Updated CDWG, HP, Data Networks of America, SHI contact information. Removed World Wide Technology, LLC as HP 204A reseller.
2022-04-25: Updated CDWG contact info.
2022-04-18: Updated SHI contact info.
2022-04-07: Updated SHI contact info.
2022-03-02: Updated Abnormal Quantity Request email address.
2022-01-26: Updated Dell contact info.
2022-01-05: Updated Y&S Technologies contact info.
2021-12-28: Added Y&S Technologies as Lenovo 204A reseller.
2021-12-15: Removed Carolinas IT dba as Logically as Lenovo 204A reseller.
2021-12-10: Updated Lenovo Contract Manager information.
2021-10-07: Added Data Networks of America, Inc. as Dell 204A reseller and removed Presidio Networked Solutions LLC as Dell 204A reseller.
2021-08-24: Added Applied Data Technologies as Microsoft 204A reseller.
2021-07-08: Exercised second one-year renewal option. Updated CDWG contact information. Dell updated contact information. Updated SHI contact information.
2021-06-15: Updated Lenovo contact information.
2021-06-14: Changed name of Lenovo 204A reseller from FireFly to Trafera, LLC.
2021-04-14: Removed ePlus as Lenovo 204A reseller and added BridgeTek Solutions LLC as Lenovo reseller. Updated Lenovo Contract Manager information.
2021-03-25: Updated Abnormal Qty. instructions.
2020-12-29: Added link to Microsoft 204A website.
2020-11-23: Microsoft Corporation awarded as 204A vendor through 2020 Open Enrollment bid IFB 400203-002. Microsoft added CDWG, SHI, and Microsoft Store as Microsoft 204A resellers.
2020-11-05: Removed Alphanumeric Systems as Lenovo 204A reseller. Added FireFly Computers as Lenovo 204A reseller. Updated Dell contact information.

2020-10-06: Removed SCW as HP 204A reseller; Added World Wide Technology, LLC as HP 204A reseller.
2020-08-24: Updated SCW contact information.
2020-08-17: Updated Dell contact information. Updated SHI contact information.
2020-07-10: Updated Carolinas IT name to Carolinas IT, dba Logically.
2020-07-07: Updated SHI contact information.
2020-06-25: Updated Alphanumeric, ePlus, Davenport Group, and SHI contact information. Updated Lenovo ordering address. Exercised first one-year renewal option on contract.
2020-06-08: Updated CDWG contact information.
2020-04-17: Updated Presidio contact information.
2020-04-06: Updated Dell contact information
2020-01-14: Updated CDWG contact information
2019-11-18: Added Presidio Networked Solutions and SHI as Dell 204A resellers.
2019-10-21: Updated Lenovo contact information.
2019-07-24: Updated HP contact information.
2019-04-17: Updated Lenovo contact information.
2019-03-20: Updated Lenovo contact information
2019-02-05: Removed inactive link to E-Procurement
2018-11-06: Added BridgeTek Solutions as HP 204A reseller. Removed United Data Technologies
2018-10-25: Updated HP contact info.
2018-07-30: Updated Dell contact info.
2018-06-19: Updated Lenovo contact info.
2018-04-05: Updated Dell contact info.
2018-02-13: Added Davenport Group as Dell 204A reseller.
2018-01-31: Updated Lenovo contact information.
2018-01-23: Added ePlus as Lenovo 204A reseller and removed SCW as Lenovo 204A reseller; Added CDWG and Tiber Creek Consulting as Dell 204A reseller.
2017-12-22: Added CDWG as Lenovo 204A reseller.
2017-09-29: Added SCW as Lenovo 204A reseller.
2017-09-18: Updated Lenovo contact info.
2017-09-13: Added CDWG, Southern Computer Warehouse, and United Data Technologies, Inc. as HP 204A resellers
2017-08-22: Updated HP contact info.
2017-08-03: Updated HP contact info.
2017-08-11: Updated Dell contact info.

Pricing Proposal
Quotation #: 22718400
Created On: 11/3/2022
Valid Until: 11/30/2022

NC-County of Pender

Connie Rivenbark
805 S. Walker St.
Burgaw, NC 28425
United States
Phone: 910-259-0230
Fax:
Email: crivenbark@pendercountync.gov

Inside Account Executive

Mike Zimmerman
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-507-1545
Fax: 732-254-8224
Email: Mike_Zimmerman@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Lattitude 5540 Dell - Part#: Contract Name: Microcomputers and Peripherals Contract #: 204A **Note:** i7 Processor, 16 GB RAM, 512 GB SSD, Verizon, 5 Year Pro Support Plus	67	$2,600.00	$174,200.00
2	Mobile Precision 3581 Performance Configuration Dell - Part#: Contract Name: Microcomputers and Peripherals Contract #: 204A **Note:** i7 Processor, 32 GB RAM, 512 GB SSD, Verizon, 5 Years Pro Support Plus	2	$3,050.00	$6,100.00
3	Rugged Latitude 5540 Dell - Part#: **Note:** i5 Processor, 16 GB RAM, 256 GB SSD, Touch Screen Verizon, 5 Years Pro Support Plus	6	$2,900.00	$17,400.00
4	Dell Thunderbolt 4 Dock- WD22TB4 Dell - Part#: WD22TB4 Contract Name: Microcomputers and Peripherals Contract #: 204A	52	$265.80	$13,821.60
5	Latitude 9440 Dell - Part#: **Note:** i7 Processor, 16 GB RAM, 256 GB SSD, Verizon, 5 Year Pro Support Plus	1	$2,875.00	$2,875.00
6	OPTIPLEX SMALL FORM FACTOR PLUS Dell - Part#: Contract Name: Microcomputers and Peripherals Contract #: 204A **Note:** i7 Processor, 16 GB RAM, 256 GB SSD, 5 Years Pro Support Plus	13	$1,600.00	$20,800.00

Subtotal	$235,196.60
*Tax	$15,875.77
Total	$251,072.37

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

Pender County
Request For Board Action

TO:	Board of County Commissioners
FROM:	Tom Hedrick
DATE:	August 7, 2023
SUBJECT:	Approval to carryover Purchase Order (PO #550) from FY23 to Custom Controls Unlimited for $10800.00.

SUMMARY:
Pender County Utilities is requesting to carryover PO #550 from FY23 for SCADA work at the Wastewater Treatment Plant. Scheduling conflicts with CCU prevented the work from being completed on time, which is now scheduled for August 14, 2023.

ACTION REQUESTED:
Approval to carryover Purchase Order (PO #550) from FY23 to Custom Controls Unlimited for $10800.00.

ATTACHMENTS:
PO #550

Purchase Order

Fiscal Year 2023 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	550

Delivery must be made within doors of specified destination.

BILL TO
PCU - RP/T W&S
PO 995
BURGAW, NC 28425

VENDOR
Custom Controls Unlimited Inc
2600 Garner Station Blvd
Raleigh, NC 27603

SHIP TO
Pender Water Treatment Plant
289 Quality way
WILMINGTON, NC 28401
Phone: 9106633637

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		728	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/12/2023	33029	06/07/2023		ROCKY POINT TOPSAIL W&S

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	UV added to SCADA at WWTP				
1	Integration of UV System into the Existing VTSCADA system at WWTP 068 - 404500 $10,800.00	1.0	EACH	$10,800.00	$10,800.00
	********** GL SUMMARY ********** 068 - 404500 $10,800.00				

DEPARTMENT COPY

As part of this Purchase Order, please see agreed upon Terms & Conditions available at: http://www.pendercountync.gov/vendortermsandconditions/.
Please note these Terms & Conditions are subject to revision and updates will be made available at the same. Contact Pender County Purchasing with any questions at (910) 259-1281.

This Disbursement Has Been Approved As Required by the Local Government and Fiscal Control Act.

By: Margaret C. Bell Authorized Signature By: David J. Conner Authorized Signature

PO Total **$10,800.00**

Pender County
Requesting approval of Donation (of 36' Silver Ships Boat) from Surplus Military Property Program at no Cost to the County

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	August 7, 2023
SUBJECT:	Requesting approval of Donation (of 36' Silver Ships Boat) from Surplus Military Property Program at no Cost to the County

SUMMARY:
The Pender County Sheriff's Office is part of the NC LESO/1033 program which allows law enforcement agencies to requisition surplus military property at no cost to the county.

Recently we were able to acquire a larger boat than we currently have. We spoke with the county asset manager on this acquisition prior to the requisition being submitted. The boat was awarded to us and was picked up. This asset will be utilized by the Sheriff's Office for offshore search and rescue operations and can be utilized in the rivers during flood events.

We are requesting the BOCC to approve this asset becoming part of the Sheriff's Office fleet.

ACTION REQUESTED:
Requesting approval of 36' Silver Ship boat as Pender County Sheriff's Office fleet.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	August 7, 2023
SUBJECT:	Approval of a Purchase Orders to NC Department of Corrections for $75,000 and US Food Services for $75,000.

SUMMARY:
Meals for the inmates are prepared in the Jail kitchen. U.S. Foods is on N.C. State Contract 393A-Food Services and is used to purchase non-meat foods, condiments, and supplies. NC Department of Corrections supplies meat products for the Jail at a lower cost than State Contract pricing through their State Corrections Enterprises Program. Both have competitive pricing and are efficient in delivery. The funds are to come out of account 510030-404700.

These expenditures have been budgeted in the FY 23-24 Budget Ordinance.

ACTION REQUESTED:
The Board of Commissioners is requested to authorize purchase orders for food and provisions for the Jail to NC Department of Corrections $75,000 and US Food Services: $75,000.

Pender County
Request for Board action

TO:	Board of Count Commissioners
FROM:	Alan Cutler
DATE:	August 7, 2023
SUBJECT:	Approval to accept North Carolina Governor's Highway Safety Program Traffic Safety grant award in the amount of $33,783.00.

SUMMARY:
The North Carolina Governor's Highway Safety Program is dedicated to reducing the numbers of traffic crashes and fatalities in North Carolina, the Governor's Highway Safety Program promotes highway safety awareness through a variety of grants and safe-driving initiatives. This award will fund patrol deputies salary, benefits for the fourth year in the amount of $101,349.00, with the County of Pender having to fund $67,566.00. County of Pender will receive $33,783.00 from this Federal grant.

These funds will come out of account 510014-400200.

ACTION REQUESTED:
Approval to accept North Carolina Governor's Highway Safety Program Traffic Safety grant award in the amount of $33,783.00.

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	August 7, 2023
SUBJECT:	Approval of Purchase Order/Sole Source to Correctional Behavioral Health for the Jail Inmate Mental Health Services in the amount of $21,000.00

SUMMARY:
Correctional Behavioral Health is a stand- alone provider for mental health for the inmates. This service provides 24/7 coverage/care to the inmates. They also provide inmate screening and follow-ups when needed. Fund for inmate mental health counseling are budgeted in account 510030-404600.
This approval of this sole source is for multi-year vendor.

This expenditure has been budgeted in the FY 23-24 Budget.

ACTION REQUESTED:
The Board of Commissioners is requested to approve the purchase order/sole source for Jail inmate mental health to Correctional Behavioral Health in the amount of $21,000.00

PENDER COUNTY **SERVICE CONTRACT ADDENDUM**
NORTH CAROLINA

THIS CONTRACT ADDENDUM is made, and entered into this the _____ day of _____, 2023 by and between **PENDER COUNTY, NC**, (hereinafter referred to as "**COUNTY**"), party of the first part and **Correctional Behavioral Health** (hereinafter referred to as **"CONTRACTOR"**), whose address is 1304 Broad Street, Durham, NC 27705, party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

CONTRACTOR hereby agrees to provide services and/or materials under this contract (hereinafter referred to collectively as **"SERVICES"**) pursuant to the provisions and specifications identified in "Attachment 1". **COUNTY** hereby agrees to pay for services as contained in Attachment 1 and pursuant to paragraph "3" of this contract. Attachment 1 is hereby incorporated by reference as if fully set out herein.

2. TERM OF CONTRACT

The term of this **CONTRACT** for services is from July 1, 2023 to June 30, 2024. This agreement shall be automatically renewed for additional one (1) year periods annually, unless communication from either party is received.

This contract may be terminated at any time during the term upon thirty (30) days notice by either party without cause. See Section 9. Termination of Agreement

3. PAYMENT TO CONTRACTOR

CONTRACTOR shall receive from **COUNTY** a sum not to exceed **$21,000.00 per year ($1750 per month)** as full compensation for the provision of services, unless approved by **COUNTY**. **COUNTY** agrees to pay at the rates specified for services, satisfactorily performed, in accordance with this contract. Unless otherwise specified, **CONTRACTOR** shall submit an invoice to **COUNTY** by the end of the month during which services are performed. Payment will be processed promptly upon receipt and approval of the invoice by **COUNTY**. This contract rate will be good for a 2 year period.

4. INDEPENDENT CONTRACTOR

COUNTY and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **COUNTY** for any purpose in the performance of **CONTRACTOR'S** duties under this contract. Accordingly, **CONTRACTOR** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **CONTRACTOR'S** activities in accordance with this contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform said services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE

CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event **CONTRACTOR** is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, **CONTRACTOR** shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of service.

CONTRACTOR agrees to furnish **COUNTY** proof of compliance with the insurance coverage requirements of this contract upon request. **CONTRACTOR** upon request by **COUNTY** shall furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to **COUNTY** verifying the existence of any insurance coverage required by **COUNTY**. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. HEALTH AND SAFETY

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this contract.

7. NON-DISCRIMINATION IN EMPLOYMENT

CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event **CONTRACTOR** is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by **COUNTY**, and **CONTRACTOR** may be declared ineligible for further **COUNTY** contracts.

8. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the State of North Carolina.

9. TERMINATION OF AGREEMENT

This contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Agreement shall terminate immediately if Contractor loses the authority or license to practice in the State or if Contractor's insurance coverage as required under this Agreement is cancelled, terminated or reduced.

This contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

10. SUCCESSORS AND ASSIGNS

CONTRACTOR shall not assign its interest in this contract without the written consent of **COUNTY**. **CONTRACTOR** has no authority to enter into contracts on behalf of **COUNTY**.

11. COMPLIANCE WITH LAWS.

CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation or this contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

12. NOTICES

All notices which may be required by this contract or any rule of law shall be effective when received by certified mail, regular mail, Federal Express, and/or email notification sent to the following addresses:

COUNTY:
Pender County Sheriff's Office
104 N. Walker St.
Burgaw, NC 28425

CONTRACTOR:
Correctional Behavioral Health
1304 Broad Street
Durham, NC 27705

13. AUDIT RIGHTS

For all services being provided under this contract, **COUNTY** shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said services. Audits shall take place at times and locations mutually agreed upon by both parties, although **CONTRACTOR** must make the materials to be audited available within one (1) week of the request for them.

14. COUNTY NOT RESPONSIBLE FOR EXPENSES

COUNTY shall not be liable to **CONTRACTOR** for any expenses paid or incurred by **CONTRACTOR** unless otherwise agreed in writing.

15. EQUIPMENT

CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

COUNTY shall not use the videoconference equipment for purposes other than those specified in this contract and is responsible for safe housing of equipment.

COUNTY shall supply a stable, secure network connection that meets both the bandwidth requirements and HIPAA regulations for the videoconference service components. This connection may need to be provided through the Facility IT/Management Department, and therefore Contractor will agree to work with such department to ensure connectivity.

16. ENTIRE AGREEMENT

This Agreement and the attached document labeled "Attachment 1" shall constitute the entire understanding between **COUNTY** and **CONTRACTOR** and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

17. HEADINGS

The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

County of Pender		**Correctional Behavioral Health**
		Deron Coy, PhD
County Manager	**Date**	**Deron K. Coy, Ph.D.**

Attachment 1

CONTRACTOR SHALL PROVIDE the following mental health services to Pender County, NC, detention center location, at a flat monthly fee of $1,750.00 which includes providing and maintaining the videoconference equipment. Mental health services will include:

1. Services to be Provided Weekly:
    a. One scheduled mental health clinic for new patient assessments and mental health follow-up appointments, by videoconference.
    b. Consultation with detention center nursing staff or MD about those inmates with serious mental illness.

2. Services to be Provided as Needed:
    a. Suicide watch evaluations by **CONTRACTOR** as needed by videoconference. These assessments will be available once every 24 hours, with jail staff to follow the designated protocol to initiate an assessment as specified in 4(b).
    b. Each suicide watch evaluation will include a recommendation for release from suicide watch, continuation and reevaluation, or more intensive intervention at the conclusion of the assessment. Clinical documentation for the medical record will be faxed to Pender County Jail, medical department within 6 hours of the evaluation.

3. Additional Services:
    a. Yearly training for staff, including detention officers, per request of Jail Administrator or his designee.

4. Triggers for Service

    a. **COUNTY**, by and through its medical staff or detention officers, will place inmates on a mental health list in order to be seen for mental health services. **CONTRACTOR**'s duties under this Agreement shall not trigger until it receives the mental health list from the **COUNTY** which shall be faxed or called in to **CONTRACTOR**. Upon receipt of the mental health list, **CONTRACTOR** will see inmates on list during regularly scheduled time. It shall be the sole responsibility of the **COUNTY** or its designees to ensure inmates who need mental health services are placed on the mental health list for evaluation and treatment.
    b. In the case of suicide watch evaluations, it shall be the sole responsibility of the **COUNTY** or its designee to notify **CONTRACTOR** of any inmate who needs a suicide watch evaluation. **COUNTY** shall notify **CONTRACTOR** via phone call. All inmate's names who are phoned to **CONTRACTOR** by 6:00pm will be assessed the same day. Those inmates referred after 6:00pm will be seen the following day.

5. Other Service Terms:
    a. **CONTRACTOR** may be asked to assist in the development of policies and procedures for the Facility and/or COUNTY as they pertain to the responsibility of the **CONTRACTOR**.
    b. Review and support treatment protocols, formularies, and policies/procedures established by the **COUNTY**.
    c. Perform in compliance with national, and local standards for the general delivery of services within the County Jail system.

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	August 7, 2023
SUBJECT:	Approval of Purchase Order for Motorola Solutions for the yearly service agreement on the 911 center radio console system in the amount of $64,327.10.

SUMMARY:
Approval of Purchase Order and requesting funds for E911 radio system through Motorola Solutions for annual maintenance and support. This service contract assures that the radio system is kept in good working order through a 24/7 emergency service agreement, yearly preventative maintenance agreement as well as covering any costs of repairs that may be needed throughout the year. These funds were not budgeted for in FY 24 due to the maintenance contract not being received until June 2023.
These funds will be 100% reimbursable from the 911 Board.
Fund will come from account 252-404500.

ACTION REQUESTED:
Approval of Purchase Order for Motorola Solutions for the yearly service agreement on the 911 center radio console system in the amount of $64,327.10.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000639660
Contract Modifier: R03-MAR-23 13:32:04

Date: 23-JUN-2023

Company Name:	Pender County Sheriff Dept
Attn.:	Jackie Ezzell
Billing Address:	605 E Fremont St
City, State, Zip Code:	Burgaw, NC 28425
Customer Contact:	Jackie Ezzell
Phone:	910-259-2148

P.O.#:	N/A
Customer #:	1036177641
Bill to Tag#:	0001
Contract Start Date:	01-JUL-2023
Contract End Date:	30-JUN-2024
Payment Cycle:	ANNUALLY
Currency:	USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV01S02018A	AVTEC SCOUTCARE SFT MAINT	$2,800.76	$33,609.00
	LSV01S03150A	AVTEC SCOUTCARE HDW MAINT	$626.66	$7,520.00
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$72.10	$865.10
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	$1,861.08	$22,333.00
		Sub Total	$5,360.59	$64,327.10
		Taxes	$0.00	$0.00
		Grand Total	$5,360.59	$64,327.10

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with the Customer during dialog.

	Opt-In: Service Included In this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	☐	☐	**#__1_____**
Remote Security Update Service (RSUS)	☐	☐	**#__1_____**
Managed Detection and Response (MDR)	☐	☐	**#__1_____**

*** Service Opt-Out – I have received a briefing on this service and choose not to subscribe.**

**** If Selecting "Not Applicable", please consider the following, and enter a reason code:**

1 ----- Infrastructure / Product / Release Not Supported

2 ----- Tenant or User Restrictions

3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
SHADWINN BENSON	+1(910)9900884	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Company Name	:	Pender County Sheriff Dept
Contract Number	:	USC000639660
Contract Modifier	:	R03-MAR-23 13:32:04
Contract Start Date	:	01-JUL-2023
Contract End Date	:	30-JUN-2024

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT
Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT
8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola’s property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion**.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at **http://www.motorolasolutions.com/cyber-renewals-integrations** are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

ScoutCare™ Maintenance & Support

TERMS AND CONDITIONS FOR END USERS

DEFINITIONS

"Controlled Deployment" means a confidential and limited release of Software to particular customer(s) for testing and evaluation purposes.

"Defect" means a failure of Software to operate substantially in accordance with Avtec's written Specifications for such Software; provided, that (a) any such failure is reproducible by Avtec under Avtec's customary testing procedures; (b) the failure results in substantial degradation of customer's system so that normal operations are not possible, or that the system works, but with limitations outside the scope of Specifications; and (c) such failure is reported to Avtec in writing within the applicable warranty period. Avtec does not warrant that the Software will perform without error or that it will run without immaterial interruption. Minor problems or bugs which do not limit operations are not Defects.

"General Commercial Availability ("GCA")" means the release date that the Software is made available for commercial sale to the public following Avtec's determination that the Software has proven to be reliable, free of critical bugs, and is suitable for usage in a production environment. Each GCA release date will be documented and made available from Avtec.

"Maintenance" means a fee based program for servicing of the Software by way of Minor Releases, Major Releases and Updates to correct Defects, to improve the functionality of the Software, and to extend the software life cycle by assuring that Software remains compatible with the operating system and other related technologies. Maintenance shall be available for all periods where customer opts to purchase ScoutCare coverage.

"Maintenance Availability" means that Maintenance shall be available for all periods when customer is covered by ScoutCare and shall receive Major Releases, Minor Releases and Patches at no cost.

"Major Release" means a Software distribution by Avtec that includes significant improvements in the functionality or performance of the Product, and or adds new features which are made GCA for sale to the public. Typically, Avtec distributes 2 Major Releases per calendar year. Avtec shall provide support for the current release and the prior 2 versions of the Software. Typically, the first two numbers in the Version indicate the Major Release in the designation of the Product. For example: V4.5 and V4.6 are both Major Releases.

"Minor Release" means a Software distribution by Avtec that contains changes that correct Defects or make minor improvements in the functionality of the Product, which is GCA for sale to the public. Typically, the last number to the right of the decimal indicates as a Minor Release in the designation of the Product, with changes in the positional notation indicating order and importance. For example: V4.5.10 to V4.5.11.

"Patch" means a type of Minor Release intended to correct Defects. Because a Patch is not intended to make incremental or major improvement to the Product, it is not categorized as a Minor Release or a Major Release. Avtec will include the term "Patch" in the GCA release documentation.

"Product(s)" means any hardware (and related parts and supplies) or Avtec's computer software programs specified in a product schedule. Product shall also include each and every Major Release, Minor Release, or Patch available from Avtec during the term of each Maintenance and Support period.

"ScoutCare" means Avtec's Software Maintenance and Support for licensed Software as described in Appendix A.

"Software" means all Avtec owned or sublicensed software, computer programs, documentation, and applications for which licenses are available to be purchased, as may be described in a separate Product schedule, including, without limitation, software imbedded in any equipment or goods, software programs provided on a stand-alone basis, and any Major Release, Minor Release, or Patch.

"Specifications" means the Specifications for a Product or Service set forth in Avtec's most recent user documentation or other published Specifications for such Product or Service, except when superseded by Specifications in an approved SOW.

"Support" means that Avtec will provide direct access via reasonable telephone and email to experienced and knowledgeable support personnel for advice and counsel on Customer's use of the Software. Support services shall be provided to Customer's Tier 1 support personnel (**"Support Representatives")**, who have completed Avtec's system administrative training class, and shall be reasonably competent in the use and operation of Avtec's products. Only Support Representatives will contact Avtec for Support purposes. Avtec will make all commercially reasonable efforts to address the problem identified by the Support Representatives.

"Warranty" as to Products. The warranty period applicable to a Product (hardware or Software) installed by Customer 15 months following the date on which the Product is shipped by Avtec to Customer. Unless otherwise stated in a SOW, the warranty period applicable to a Product installed by Avtec at Customer's site is one (1) year following the date on which installation commences. Customer agrees that time is of the essence with respect to this warranty period and Avtec shall have no obligation to accept returns for any reason following expiration of the warranty period. During the Warranty period, Avtec technical support shall be limited to providing telephone assistance as necessary to cause the licensed Products to perform in accordance with its Specifications.

"Version" means the distribution of licensed Software by Avtec such that ongoing changes made to such Product are designated usually in the form of a Major Release or a Minor Release or a Patch.

SCOUTCARE™ MAINTENANCE & SUPPORT

Software Maintenance and Support Services.

1. In consideration of fees, Avtec shall make available to Customer for each Scout system covered by this Agreement the following services during the Term, which are further described in Appendix A attached hereto (the "Services").
    a. Major Releases, Minor Releases, and Patches.
    b. Telephone support during support hours for consultation and problem resolution. Support hours are 8AM to 7PM EST, excluding Avtec holidays (as set forth in Appendix A), and telephone support shall be toll free in the United States and Canada.
    c. Telephone Critical Priority support for serious system problems outside of support hours (24x7x365).
    d. Secure access to an online customer portal to access information resources for Avtec Products.
    e. Remote upgrade assistance provided to Tier 1 Support Representative. Optional on-site assistance is available at additional cost.
    f. Scout Administrative Training Class (online or at Avtec Headquarters) for two (2) individuals identified by Customer plus one (1) additional individual per $50,000 per year in ScoutCare revenue. Classes will be scheduled at mutually agreed times. Customer is responsible for travel expenses.

2. **ScoutCare Software Maintenance Fee.** Customer shall pay Avtec an annual fee based on a percentage of price of software licenses.
    a. The fee shall include pro-rated amounts for additional licenses added to the system during the prior year, calculated from the warranty expiration date to the expiration of the ScoutCare term, to align all renewal dates.
    b. Avtec reserves the right to increase the rate payable on an annual basis.

3. **ScoutCare Hardware Maintenance Option.** ScoutCare Software Maintenance customers may also purchase a hardware maintenance option. Hardware Maintenance is only available with purchase of ScoutCare Software Maintenance.
    a. Hardware Maintenance fees shall be quoted based on hardware purchased.
    b. Avtec will, at its option, attempt to repair a defective product or component, or replace the item with a like or similar component at no cost to the customer exclusive of shipping to Avtec's headquarters. Only defects occurring under normal use and service will be covered. Replacement components may be new or reconditioned.
    c. Due to product changes, component obsolescence, and parts availability, Avtec cannot always guarantee an exact form, fit, and function replacement component for the defective item. Avtec will make every effort to avoid or minimize the impact of such situations, but is only obligated to replace or repair the defective item. All replaced items become the property of Avtec.
    d. Equipment must be returned via Avtec's Return Merchandise Authorization ("RMA") program and identified as covered under ScoutCare hardware maintenance. Avtec will

check all serial numbers of returned equipment against serial numbers covered by ScoutCare.

e. Firmware and hardware update modifications will be applied to returned items as needed, at Avtec's discretion.

4. **Term and Termination.**
   a. For a (1) year ScoutCare Contract - The term of the Agreement shall be one (1) year and will be eligible for renewal at then current rates. This Agreement may be canceled by either Party giving the other a minimum of ninety (90) days written notice of cancellation, but this Agreement shall remain in full force and effect during said notice period. In addition, if either Party breaches this Agreement and such breach remains uncured more than thirty (30) days after written notice of breach is given to the breaching Party, the other Party may terminate the Agreement immediately by written notice to the breaching Party. If Avtec breaches the agreement, a pro-rated refund will be provided for the remaining period.
   b. For a multi-year ScoutCare Contract - The term of the Agreement shall be (X) years and will be eligible for renewal at then current rates. Cancellation of this agreement can be negotiated with the Avtec legal team, but will be subject to penalties and fees.

5. **ScoutCare Lapse and Reinstatement Fee.** Customers who allow Software Maintenance lapse must purchase ScoutCare coverage calculated from the original renewal date to present (the lapsed fee), plus a minimum of 12 months. In addition, if the lapse is longer than 30 days, an additional fee equal to twenty-five percent (25%) of the lapsed fee is required to reinstate ScoutCare.

6. **Exclusions**
   a. ScoutCare does not provide for the cost of personal computer or server operating system upgrades or updates, or maintenance on other third-party products supplied by Avtec, unless explicitly quoted by Avtec.
   b. Avtec ScoutCare does not cover issues related to third- party equipment, software, and their configuration provided by others. This includes customer's network infrastructure, customer supplied computers, software applications, radio/telephony systems and accessories not provided by Avtec.
   c. Hardware Maintenance includes only items supplied by Avtec and does not cover theft, accidental or intentional physical damage, flooding, condensation, mold, lightning and electrical surges, spilled liquids, misuse, abuse, products with missing or altered serial numbers, or damage caused by unqualified repair personnel.

7. **Third Party Device Support**. Avtec does not provide support for third party hardware and software that is not supplied by Avtec as a part of the console system.

8. Eligibility for New Releases. In the event Customer chooses not to install a newer Version of the Software made available to Customer during the term of its ScoutCare, Customer shall maintain licensing rights to use any Version of the Software with a GCA release date prior to expiration of its ScoutCare coverage.

9. Warranty Disclaimer. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AVTEC MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND AS TO ANY SERVICE PROVIDED HEREUNDER. AVTEC HEREBY DISCLAIMS ALL IMPLIED

WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability and Remedies. THE LIABILITY OF AVTEC ARISING OUT OF OR RELATING TO SCOUTCARE OR ANY SERVICES PROVIDED BY AVTEC UNDER OR IN CONNECTION WITH SCOUTCARE SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID TO AVTEC FOR SOFTWARE MAINTENANCE, AND THE SOLE REMEDY OF CUSTOMER OR OTHER CLAIMANT AGAINST AVTEC SHALL BE TO RECOVER SUCH AMOUNTS, UPON PAYMENT OF WHICH AVTEC SHALL BE RELEASED FROM ALL FURTHER OBLIGATION AND LIABILITY TO CUSTOMER OR SUCH OTHER CLAIMANT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, OR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Appendix A

ScoutCare™ Maintenance and Support Services

Software Maintenance
A primary benefit of ScoutCare is its provision for software maintenance, which falls into four categories:

1. **Adaptive** – modifying the software to cope with changes in operating systems, hardware platforms, and integrations to external systems. Console systems integrate many third-party systems and components, most of which include complex software. As these change over time, compatibility modifications and regression testing are mandatory. Security vulnerabilities also must be addressed as discovered. Adaptive software maintenance provides compatibility with the latest versions of Windows, radio and telephone systems.

2. **Perfective** – implementing functional enhancements to the software. Examples are new user interface features, connectivity, and improvement in management tools.

3. **Corrective** – diagnosing and fixing errors. No system is perfect, so issues are resolved on a priority basis. Patches are occasionally released if a high impact/high urgency issue emerges, while errors with workarounds are fixed in Minor Releases or Major Releases.

4. **Preventive** – increasing software maintainability or reliability to prevent future problems. Better diagnostics, improvements in redundancy mechanisms, and better error handling of user input are some examples of preventative software maintenance.

New Versions with new capabilities are released several times a year with Patches released from time to time to address specific issues. Avtec console systems covered by a ScoutCare agreement are entitled to use newer versions of their existing software licenses released during the ScoutCare term. Both application Software and any required firmware updates for Avtec Products are included.

Remote Support
Avtec maintains a team of Support engineers for telephone and remote support of Avtec systems. They can answer questions on configuration and help troubleshoot issues during business hours, and are also available 24-hours x 356 for Critical Priority support. Avtec systems are mission/business critical to our customers and integrate into complex IP environments, so Avtec takes support seriously. Avtec's Maintenance and Support program is staffed with a team of professionals that are involved in system implementations, project management, training and customer support. They are backed by a professional services team of software development and quality control engineers, to ensure complex escalated issues receive careful analysis. Avtec continuously provides these teams with the latest radio systems, virtualized test environments, and training to ensure both capability and capacity for proper Support delivery.

Technical Training Classes
ScoutCare provides training online or at Avtec's South Carolina headquarters for technical staff. This training is aimed at the System Administrator level and is based on the latest version of software. Tuition is waived for two persons (or 1 person in the Advanced Class). Additional personnel may attend at Avtec's normal rates. (Travel and daily expenses are not included.)

Option for Hardware Maintenance

Avtec offers a Hardware Maintenance option to provide repairs or replacements on hardware products and accessories. After requesting an RMA number, items are shipped at customer expense to Avtec's factory for repair and testing. Items are returned with pre-paid standard ground shipping and with at least 90 days' coverage, which may extend beyond the expiration of your ScoutCare Hardware agreement.

Because ScoutCare Hardware Maintenance customers may need a particular item returned faster, we also offer an expedited shipping service. Expedited shipping service may be requested on a case-by-case basis and does not affect the rate paid for Hardware option services. Urgent repairs qualify for Advanced Replacement (loaner) components and expedited shipping. Advanced Replacement starts when you place a RMA order, which may be performed via phone, and you need a part shipped immediately while your original part is being processed for repair. Advanced Replacement items will be shipped via overnight (next business day), early a.m., delivery to minimize the impact on your business. Customers are expected to return the failed part immediately for repair processing. The customer will not pay the expedited shipping charge as long as the Advanced Replacement item is returned within 30 calendar days of receiving the repaired item. Items not returned within the 30-day period will be invoiced at the prevailing retail rate. A purchase order or credit card will be requested before issuing the invoice, however if this is not obtained, the invoice will be generated and the account will be placed on credit hold until paid.

Customers not covered by ScoutCare Hardware Maintenance are ineligible for Advanced Replacement parts. Customers on a demand service will need to submit a P.O. or credit card to for repair under RMA, or purchase replacement parts needed overnight, loaners are not available. Those parts will carry a 90-day warranty from date of shipment, for Avtec manufactured products. "Third party equipment" may require additional time to process. Replaced items will be warrantied for 90 Days from ship date, or will be included in the Hardware Maintenance program, whichever is longer.

Customer Responsibilities

- Customer will be responsible to designate an on-site technical support person (Customer employee or Avtec) with current (within three years) training certification on the Avtec system. That person(s) will be responsible to communicate and work toward problem resolution with the Avtec Technical Support Team.
- Customer will have adequate supply of critical spare parts as recommended by Avtec.
- It is recommended when practical that customer maintain a lab/demo system to support familiarization and piloting of new software releases prior to installation on a production system.
- Upon request by Avtec, customer will provide Avtec with remote access into the system in order for Avtec to troubleshoot issues.
- Upon notice from Avtec of a new version release, customer will be responsible for downloading the release within the term of this ScoutCare Maintenance Agreement. The Parties agree that email notice will meet this requirement.

Tier-1 Maintenance Expectations for End-User Customers or their Local Service Providers

Tier-1 trained technical resources at customer site locations are critical to properly evaluate communication system issues, to complete "first look" maintenance actions, and to maintain the high operational availability of communication systems and capabilities. To meet this need, Avtec provides dispatcher and system administrator training for all dispatch console end-user customers and/or their Tier-1 local support providers. Avtec customers on ScoutCare™, our Software Maintenance Program, are also entitled to recurring system administrator training at our Lexington, SC HQ facility.

At Avtec, we service what we sell, and we're available 7x24x365 to provide support for all of our customers with systems under warranty, and for customers on ScoutCare™. Our Tier-2 support, (expert second level), is remote, and is reliant on Tier 1 input and feedback from knowledgeable and trained resources at or near the customer locations.

In the event a customer cannot commit their own resources, or local service provider resources, for training and maintenance support, Avtec can provide pricing for Tier-1 local/on-site support via Avtec employees or through our network of partners. Regardless of the resource designated to provide Tier-1 support, Avtec enables local support resources to perform the following functions:

1. Attend system administrator training.
    a. Access the Avtec Customer Portal for technical documentation.
2. Act as the primary liaison with Avtec Customer Support (CS) for all Avtec dispatch console technical matters.
3. Perform "first look" maintenance for any suspected dispatch console related issues. First look, or Tier- 1 maintenance expectations include:
    a. Respond to initial dispatcher requests for technical support.
        i. Perform preliminary fault isolation. Eliminate the customer network, PBX, radios, recorders, or other third party peripherals as a source of the issue.
        ii. Ensure the IP network (routers, switches, hubs, protocol changers, etc.) and cabling that interconnects with the dispatch console system components are functional.
        iii. Verify unicast and multicast traffic flow.
    b. Determine whether or not the issue with the dispatch console can be resolved at Tier-1 or if it should be escalated for Tier-2 support from Avtec CS engineers.
    c. Open and track Tier-2 tickets with Avtec CS.
    d. Coordinate all Avtec Tier-2 maintenance activity with local site end-users.
    e. Complete any locally required maintenance tasks under the direction of Avtec CS Tier-2 engineering.
    f. Perform all local moves, additions, and changes (basic system administrator actions).
    g. Perform console, VPGate, Frontier resets.
    h. Verify Avtec Scout, VPGate, and Frontier configurations and settings.
    i. Record fault data.
        i. Indications (i.e., no PTT, no TX or RX, console locked up).
        ii. Date and Time.
        iii. Impact/Severity of Outage.
        iv. Collect and Upload Log files as needed to the Avtec FTP server.
        v. Network packet capture (PCAPS) from consoles and VPGate.
    j. Implement SW patches and/or upgrades. Follow Tier-2 engineering instruction/direction for SW patching and/or upgrade.

k. Physical HW replacement in the event of failure.
l. Training of new end-users after preliminary training by Avtec has been provided.
m. Maintain records of system design and layout, including IP addresses and Hostnames (where possible); provide this data to Avtec as needed for Tier-2 support.
n. Utilize the "Scout Issue Resolution Checklist" (provided separately) to assist Tier-2 engineers with fault isolation and resolution.

Avtec engineering resources are available to support our customers pursuant to the Service Level Agreement (SLA) detailed in our basic contract and/or ScoutCare agreement. Locally (trained) technical resources will help facilitate rapid resolution of issues, and ensure high system availability.

If there are any questions regarding Tier-1 or Tier 2 support, please contact Abe Gibson, Director of Customer Success at +1.803.358.3312.

Avtec Responsibilities

Services to be provided for customer under the ScoutCare program:

1. Avtec will provide remote Technical Support (described below) for customer during Avtec's normal Operating hours (defined below).
2. Avtec will provide remote Technical Support for customer for Critical Priority issues (defined below), at any time.
3. Avtec will provide hardware replacement service (RMA Support) for customer during Avtec's normal Operating hours (defined below).
4. RMA repair request is made from customer; RMA is processed within 4 business hours of form submission.
5. RMA advance replacement request is made from customer; form complete and RMA is processed within 2 hours.
6. 90% of the calls will be responded to within 60 seconds during Avtec business hours.
7. 90% of calls will be responded to within 180 seconds after business hours and on weekends.
8. Each Support call will be logged and assigned a priority status of Critical, Urgent, or Normal. The following section lists responses based on each priority.

Avtec Responses by Priority Status

Priority:	**Critical**
Definition	Customer's system is substantially degradeded and normal operations are not possible.
Response Time	30 Minutes
Resolution Commitment	Issue will be worked continuiously until resolution.
Escalation Process	If Customer Support Team is unable to resolve within 1 hour they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 2 hours if issue is still unresolved. A determination of additional resources will be made at that time. Update to customer will be made every 2 hours until resolution.
Call Closure Requirement	Call will be closed when system is running without impact for 48 hours and customer is satisfied with resolution.

Priority:	**Urgent**
Definition	Limited operational impact, able to work but with limitations.
Response Time	60 Minutes
Resolution Commitment	Issue will be worked on a priority basis.

Priority:	**Normal**
Definition	No impact to business, questions or informational.
Response Time	1 Business Day
Resolution Commitment	Issue will be queued for resolution based on workload and other priority cases.
Escalation Process	If Customer Support Team is unable to resolve within 5 business days they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 10 business days if issue is still unresolved. A determination of additional resources will be made at that time.

Call Closure Requirement	Call will be closed when customer accepts resolution.

Contacts & Operating Hours

Contact Phone Numbers & Email

- +1.803.358.3601 (Toll-free for US and Canada)
- +1.800.545.3034
- CustomerSupport@avtecinc.com
- RMARequest@avtecinc.com

Location of Service Delivery

- 100 Innovation Place, Lexington, SC 29072 USA

Hours of Operation

- Business hours support: Monday – Friday 8:00 AM– 7:00 PM EST
- After hours Critical Priority support: Monday – Friday 7:01 PM – 7:59 AM EST, 24-hour coverage Saturday, Sunday and Holidays

Avtec Holiday List

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving day
Memorial Day	Day after Thanksgiving day
July 4th	Christmas Eve
Labor Day	Christmas Day

Escalation Contacts

Additional assistance is available to ScoutCare Customers via Avtec's escalation process. In the event a ScoutCare customer is not satisfied with the support we are providing or have provided, has questions regarding our support process, or wishes to discuss and obtain additional assistance, the following from the Services & Solutions Management team are available to support you:

Nathan Hooks, Customer Support Manager
Direct Dial: +1.803.358.3433
Email: nhooks@avtecinc.com

Escalation emails will be answered within one business day; escalation phone calls and/or messages will be responded to within 30 minutes.

For any customer matter that cannot be resolved by the Customer Support team or by Customer Support Managers please contact:

Abe Gibson, Director of Customer Success
Phone: +1.803.358.3412
Email:agibson@avtecinc.com

Pender County
Approval of purchase order for fencing repairs and replacement

TO:	Board of County Commissioners
FROM:	Zack White
DATE:	August 7, 2023
SUBJECT:	Approval of Purchase Order Seegar's Fence

SUMMARY:
We have received four quotes for fencing repair and replacement for FY 2024. The quotes we have are from Seegar's Fence, Hampstead Fence, Superior Fence and Rail, and Davis Fence. We are requesting a blanket purchase order for Seegar's fence in the amount of $41,292 to include our fence replacement project in the amount of $36,292.00 and $5,000.00 in repair work during FY24. This amount is a pre-tax cost. Fence repair and replacement is a budgeted item.

ACTION REQUESTED:
Approval of purchase order for fencing repairs and replacement with Seeger's Fence

SEEGARS FENCE COMPANY
SERVING THE MID-ATLANTIC SINCE 1949
SPIRIT
SERVICE PROFESSIONALISM INITIATIVE RELATIONSHIPS INTEGRITY TEAMWORK

Certified WBENC Women's Business Enterprise
Celebrating over 71 Years!

2954 Orville Wright Way
Wilmington, NC 28405
Phone:910-343-8246
Fax:

CHAIN LINK · WOOD · ORNAMENTAL · PVC · ACCESS CONTROL · CUSTOM FABRICATION

Proposal Submitted To:	Date	Bid # NHNH08011-R
Pender County Parks & Recreation Attn: Zach White	7/13/2023	
zwhite@pendercounty.gov	Job Name Kiwanis Park Hampstead	
Street : 805 S. Walker St.	Job Location 586 Sloop Point Rd, Hampstead, NC	
City, State, and Zip Code Burgaw, NC 28425	Fax Number --	Job Phone 910-663-3771

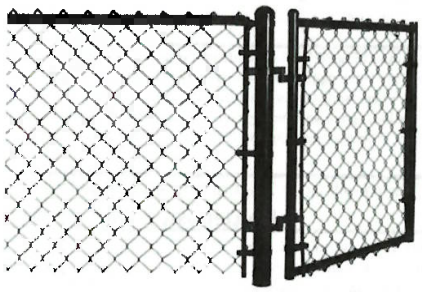
We hereby propose the following work:

Page 1 0f 2

Remove and dispose approx. 1,276 linear feet of existing 4ft tall green chain link fence including (1) 4ft tall x 12ft wide double drive gate.
Furnish and install approx. 1,276 linear feet of 4ft tall black SS40 commercial grade chain link fence including top rail, posts, bottom tension wire and (2) 4ft tall x 12ft wide double drive gates with hardware. All posts set in concrete footers.

Total Amount Installed $36,292.00

Chain Link Fence with Gate (Black Vinyl Coated)



Materials Include:
4ft tall Black 9ga. Class2B Wire
Bottom Tension Wire
2" Black SS40 Line Posts
2-1/2" Black SS40 Terminal Posts
(2) 4ft tall x 12ft wide Black Double Drive Gates with Hardware
Concrete

Notes: Permits and approvals by others. Any vegetation/growth/debri impeding the fence line/working area to be cleared prior to the fence removal. Fields will be left open with no barrier during the removal/installation process. Layout of the new fence will match the existing fence.

Initial:

Continued on Page 2 ....

Thank you for considering Seegars Fence Company for your fencing needs. We appreciate this opportunity. In order to expedite this project, we would like to make you aware of a few very important details:

1. Underground Wires and Public Utilities:

Seegars Fence Company will call underground locators for you marking all public utilities. It is the customer's responsibility to locate private utilities prior to our arrival. "Private" undergrounds include, but are not limited to, cables running to pools, satellite disks, storage buildings, sprinkler systems, wells, septic tanks, propane tanks and gas lines, etc. Hopefully, this will keep our crews safe and prevent needless repair bills for you.

2. Property Lines:

It is very important to have your property lines clearly marked. Our experience has taught us that it is not wise for you to guess about your property lines. If you have ANY doubt, we suggest that you employ a surveyor. It is normal practice for Seegars Fence Company to install your fence anywhere between 6 to 8 inches inside of your property line to avoid property disputes. If you the customer would like fence installed any closer than that it will be the responsibility of the property owner to show us where you would like the fence installed. **Note: If any fence has to be re-located due to property line disputes it will be the responsibility of the property owner to pay to have the fence re-located.** Your approval for fence location will be required.

3. Clearing Fence Lines:

Fence lines should be clear of all obstructions and debris prior to our arrival unless you have discussed removal with your Estimator/Project Manager. Extra charges may apply if we are required to clean your fence lines in order to install your fence.

4. Rock or Buried Obstacles:

Unless discussed with you by your Estimator/ Project Manager, your fence price does not include drilling/digging through rock or any other material that may require heavy equipment. When such obstacles are encountered, it may be necessary to adjust your fence layout or post spacing.

5. Restrictions and Permits:

Some areas we service have special restrictions related to fencing and also require permits in order to install a fence. In most cases these restrictions and permits are required within a city's planning and zoning area. For instance, most cities limit the height of your fence to four feet tall in your front yard and six feet elsewhere. It is your responsibility to contact your zoning officer to see if you must obtain a permit or if any special restrictions may apply. If you live in a subdivision it is your responsibility to learn of any covenants.

6. Construction:

Fences are usually graded to the overall contour of the job site. Sharp hills or dips may result in the fence being on the ground, in the ground, and sometimes above the ground. Gates in sloping areas may cause some opening under them. Please discuss ANY possible concerns with your Estimator/ Project Manager in advance.

7. Wood Fencing:

Any treated wood is subject to some degree of warpage, splitting, and cracking following installation. Inasmuch as we have no control over the above, the extent of our warranty concerning warpage, splitting, and cracking is to provide replacement boards or posts to you the customer. Our warranty does not include providing labor to replace such except those identified within 10 days following our final day of installation.

In submitting this proposal, it is assumed that there is no underlying ROCK or concrete on the property which will necessitate drilling or blasting, or any other unusual conditions involving extra labor in the erection of this fence and that the fence right of way will be marked by the owner or general contractor and will be clear, graded, and ready to receive the fence. If any of the above conditions are encountered, or any additions or changes are made by the customer, additional charges will be made at current market prices. It shall be the responsibility of the owner to advise workers of the location of any underground cables, lines, etc. If such are not marked properly, the owner assumes responsibility for them. Should an account not be paid as agreed, any cost of collection including interest and attorney's fees, etc. shall be paid by the customer.

Payment to be made as follows: There will be a 3% convenience fee applied to all payments received via credit card.
No Deposit / Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to industry practices. Any alteration or deviation from above specifications involving extra costs, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation and General Liability Insurance.

Acceptance of Proposal-By signing this proposal, you will be entering into a contract with Seegars Fence Company, Inc. of New Hanover. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If proposal is submitted to a tenant of rental property, then the tenant represents that they are the authorized agent for the owner for the purposes of the contracted improvements to real property and is duly authorized to sign this contract. To Accept this proposal, please provide your initials at the bottom of Page 1 and

Proposed By: Emily John

Customer Acceptance: _____

Date: _____

Note: This proposal may be withdrawn if not accepted within 10 days

Hampstead Fence
233A Merchants Circle, Suite 205
Hampstead, NC 28443
Phone: 910-270-8627
Email: hampsteadfenceandgarden@yahoo.com

PROPOSAL

DATE: 7/14/23

BILL TO: Hampstead Kiwanis Park 910-663-3771
586 Sloop Point Loop Rd, Hampstead

QUANTITY	DESCRIPTION	TOTAL
1,300ft	4ft Tall Black Chain Link Fence with Bottom Wire	$32,500.00
	- Commercial Grade	
	- 9ga Wire	
	- 1 5/8" Top Rail SS20	
	- 2" Line Posts SS40 Set in Concrete	
	- 2 ½" SS40 Terminal Posts Set in Concrete	
2	4' x 12' Double Drive Gates with Hardware - $800.00 Each	$1,600.00
1,300ft	Take down and remove existing 4ft tall green chain link fence	$4,550.00
- **All posts are set in concrete.** - **All lumber is pressure treated.**		
	TOTAL	$38,650.00
	DEPOSIT	$19,325.00
	DUE UPON COMPLETION	$19,325.00

Make all checks payable to Hampstead Fence.
Pricing for wood fences is valid for 30 days.

DEPOSIT MUST BE RECEIVED PRIOR TO BEING SCHEDULED

A name you can trust

Congratulations! With over 10,000 five-star reviews and a stellar 94% satisfaction rating, we are the most highly rated and reviewed fence company in the country.

We are excited to help you build your new fence! Please find your fence package options below, and simply click on the package to select it.

Zach White

586 Sloop Point Loop Rd
Hampstead, NC 28443

PAY FOR YOUR PROJECT WITH:

SUPERIOR FINANCING

CLICK HERE TO GET A CREDIT DECISION IN SECONDS

$609 per month

◉ **4' Black Commercial Chainlink**

4'H Commercial Black Vinyl Coated Chain-Link

☐ Black

Features & Benefits

- Superior Chain Link Specification
- Includes Top Rail & Tension Wire
- Commercial Grade Framework

Specifications

- **Post:** 2" // 2-1/2"
- **Rail:** 1-5/8" x 21'
- **Picket:** 9 ga.

Warranty

- 15-year Limited Warranty
- 3 Year Workmanship Warranty

Choose this package ↓

The image shown is a representation of the style of the fence, and not meant to be a specification of the height, color, or grade.

4' Black Commercial Chainlink - 1267 LF

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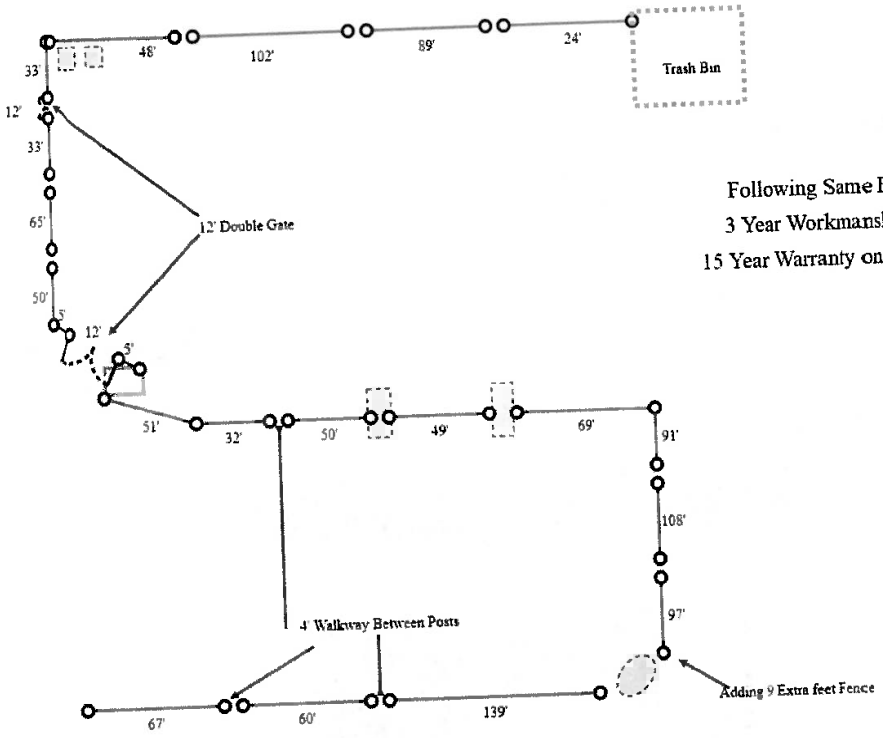
4ft Commercial Black Vinyl Coated Chain-Link



Following Same Fence lines
3 Year Workmanship Warranty
15 Year Warranty on Fence Materials

FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE BASED ON THE FIELD MEASUREMENTS. FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FOOTAGE USED, AS SET FORTH IN THE TERMS AND CONDITIONS.

Included in the job

2 12' Double Gates

1267 Linear Feet - Take Down OR Haul Away ONLY

Job Notes

WE are installing fence on the same fence lines. We are tearing down and hauling away all existing 4' green chainlink fencing.

No returns for special order products

"ABOVE AND BEYOND"

This company was a pleasure to deal with from the time we started our project you could tell that customer service was very important to them. This showed in the way they explained the project to making sure that every deadline was met. I would deal with the company again because they showed great integrity in business.

☆☆☆☆☆

Judith Volger

10,115 Certified Reviews 4.7

MSRP	$44,970.15
Manager	-$2,000.00
Today's Price: 4' Black Commercial Chainlink	$42,970.15

Choose your payment method

Pay with Financing	$42,970.15
Pay with ACH/E-Check Save $644.55	$42,325.60
Pay with Credit Card	$42,970.15

Contact Sales

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Zach White

From: DAVIS FENCE <quickbooks@notification.intuit.com>
Sent: Friday, July 14, 2023 4:18 PM
To: Dorran Saam; Zach White
Subject: [External]Estimate from Davis Fence

Follow Up Flag: Follow up
Flag Status: Flagged

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 Pender Co Parks & Rec:Kiwanis Park,

Please review the estimate below. Quote is only valid for 5 days due to the fluctuating price of materials. Feel free to contact us if you have any questions. We look forward to working with you.

Please initial or sign that you agree with the above discussed estimate before proceeding with fence installment.

Thanks for your business!
Davis Fence

---------- Estimate ----------

6748 Market St
Wilmington, NC 28405 US
+1 9108211104
www.davisfence.com

Estimate #: 9664
Date: 07/14/2023
Exp. Date:

$55,936.00

Address:

Kiwanis Park
586 Sloop Point Loop Road
Hampstead, NC 28443

Description	Qty	Rate	Amount
To remove and dispose of existing 4' all green chain link fence and replace with 1,321' of 4' 9ga class 2B chain link fence with 1 5/8 ss20 top rail, 2" ss20 line post, 2 1/2" ss40 terminal post, 9ga bottom	1	55,936.00	55,936.00

tension wire, 11 4' walk gates, 1 6' walk gate, 1 10' double drive gate, 1 12' double drive gate, and all hardware needed.
50% DEPOSIT REQUIRED

Total:	$55,936.00

Quote is only valid for 5 days due to the fluctuating price of materials

Davis Fence will not be responsible for property lines. Property corners and/or easements if applicable is the responsibility of the owner and should be marked by a certified surveying company prior to installation of fence. If any changes or errors occur due to improperly marked property corners, it will be at the owners expense. We can not be responsible for unmarked irrigation, gas or other private utility lines buried underground.

SEEGARS FENCE COMPANY
SERVING THE MID-ATLANTIC SINCE 1949
SPIRIT
SERVICE PROFESSIONALISM INITIATIVE RELATIONSHIPS INTEGRITY TEAMWORK

Certified WBENC Women's Business Enterprise
Celebrating over 71 Years!

2954 Orville Wright Way
Wilmington, NC 28405
Phone:910-343-8246
Fax:

CHAIN LINK · WOOD · ORNAMENTAL · PVC · ACCESS CONTROL · CUSTOM FABRICATION

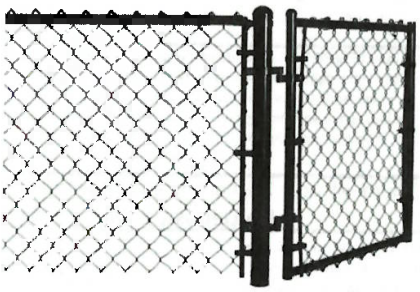
Proposal Submitted To:	Date	**Bid # NHNH08011-R**
Pender County Parks & Recreation Attn: Zach White zwhite@pendercounty.gov	7/13/2023 Job Name Kiwanis Park Hampstead	
Street : 805 S. Walker St.	Job Location 586 Sloop Point Rd, Hampstead, NC	
City, State, and Zip Code Burgaw, NC 28425	Fax Number --	Job Phone 910-663-3771

We hereby propose the following work:

Remove and dispose approx. 1,276 linear feet of existing 4ft tall green chain link fence including (1) 4ft tall x 12ft wide double drive gate.
Furnish and install approx. 1,276 linear feet of 4ft tall black SS40 commercial grade chain link fence including top rail, posts, bottom tension wire and (2) 4ft tall x 12ft wide double drive gates with hardware. All posts set in concrete footers.

Total Amount Installed $36,292.00

Chain Link Fence with Gate (Black Vinyl Coated)



Materials Include:
4ft tall Black 9ga. Class2B Wire
Bottom Tension Wire
2" Black SS40 Line Posts
2-1/2" Black SS40 Terminal Posts
(2) 4ft tall x 12ft wide Black Double Drive Gates with Hardware
Concrete

Notes: Permits and approvals by others. Any vegetation/growth/debri impeding the fence line/working area to be cleared prior to the fence removal. Fields will be left open with no barrier during the removal/installation process. Layout of the new fence will match the existing fence.

Initial:

Continued on Page 2 ....

Thank you for considering Seegars Fence Company for your fencing needs. We appreciate this opportunity. In order to expedite this project, we would like to make you aware of a few very important details:

1. Underground Wires and Public Utilities:

Seegars Fence Company will call underground locators for you marking all public utilities. It is the customer's responsibility to locate private utilities prior to our arrival. "Private' undergrounds include, but are not limited to, cables running to pools, satellite disks, storage buildings, sprinkler systems, wells, septic tanks, propane tanks and gas lines, etc. Hopefully, this will keep our crews safe and prevent needless repair bills for you.

2. Property Lines:

It is very important to have your property lines clearly marked. Our experience has taught us that it is not wise for you to guess about your property lines. If you have ANY doubt, we suggest that you employ a surveyor. It is normal practice for Seegars Fence Company to install your fence anywhere between 6 to 8 inches inside of your property line to avoid property disputes. If you the customer would like fence installed any closer than that it will be the responsibility of the property owner to show us where you would like the fence installed. **Note: If any fence has to be re-located due to property line disputes it will be the responsibility of the property owner to pay to have the fence re-located.** Your approval for fence location will be required.

3. Clearing Fence Lines:

Fence lines should be clear of all obstructions and debris prior to our arrival unless you have discussed removal with your Estimator/Project Manager. Extra charges may apply if we are required to clean your fence lines in order to install your fence.

4. Rock or Buried Obstacles:

Unless discussed with you by your Estimator/ Project Manager, your fence price does not include drilling/digging through rock or any other material that may require heavy equipment. When such obstacles are encountered, it may be necessary to adjust your fence layout or post spacing.

5. Restrictions and Permits:

Some areas we service have special restrictions related to fencing and also require permits in order to install a fence. In most cases these restrictions and permits are required within a city's planning and zoning area. For instance, most cities limit the height of your fence to four feet tall in your front yard and six feet elsewhere. It is your responsibility to contact your zoning officer to see if you must obtain a permit or if any special restrictions may apply. If you live in a subdivision it is your responsibility to learn of any covenants.

6. Construction:

Fences are usually graded to the overall contour of the job site. Sharp hills or dips may result in the fence being on the ground, in the ground, and sometimes above the ground. Gates in sloping areas may cause some opening under them. Please discuss ANY possible concerns with your Estimator/ Project Manager in advance.

7. Wood Fencing:

Any treated wood is subject to some degree of warpage, splitting, and cracking following installation. Inasmuch as we have no control over the above, the extent of our warranty concerning warpage, splitting, and cracking is to provide replacement boards or posts to you the customer. Our warranty does not include providing labor to replace such except those identified within 10 days following our final day of installation.

In submitting this proposal, it is assumed that there is no underlying ROCK or concrete on the property which will necessitate drilling or blasting, or any other unusual conditions involving extra labor in the erection of this fence and that the fence right of way will be marked by the owner or general contractor and will be clear, graded, and ready to receive the fence. If any of the above conditions are encountered, or any additions or changes are made by the customer, additional charges will be made at current market prices. It shall be the responsibility of the owner to advise workers of the location of any underground cables, lines, etc. If such are not marked properly, the owner assumes responsibility for them. Should an account not be paid as agreed, any cost of collection including interest and attorney's fees, etc. shall be paid by the customer.

Payment to be made as follows: There will be a 3% convenience fee applied to all payments received via credit card.
No Deposit / Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to industry practices. Any alteration or deviation from above specifications involving extra costs, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation and General Liability Insurance.

Acceptance of Proposal-By signing this proposal, you will be entering into a contract with Seegars Fence Company, Inc. of New Hanover. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If proposal is submitted to a tenant of rental property, then the tenant represents that they are the authorized agent for the owner for the purposes of the contracted improvements to real property and is duly authorized to sign this contract. To Accept this proposal, please provide your initials at the bottom of Page 1 and

Proposed By: Emily John

Customer Acceptance: _____

Date: _____

Note: This proposal may be withdrawn if not accepted within 10 days

Hampstead Fence
233A Merchants Circle, Suite 205
Hampstead, NC 28443
Phone: 910-270-8627
Email: hampsteadfenceandgarden@yahoo.com

PROPOSAL

DATE: 7/14/23

BILL TO: Hampstead Kiwanis Park 910-663-3771
586 Sloop Point Loop Rd, Hampstead

QUANTITY	DESCRIPTION	TOTAL
1,300ft	4ft Tall Black Chain Link Fence with Bottom Wire	$32,500.00
	- Commercial Grade	
	- 9ga Wire	
	- 1 5/8" Top Rail SS20	
	- 2" Line Posts SS40 Set in Concrete	
	- 2 ½" SS40 Terminal Posts Set in Concrete	
2	4' x 12' Double Drive Gates with Hardware - $800.00 Each	$1,600.00
1,300ft	Take down and remove existing 4ft tall green chain link fence	$4,550.00
- **All posts are set in concrete.** - **All lumber is pressure treated.**		
	TOTAL	$38,650.00
	DEPOSIT	$19,325.00
	DUE UPON COMPLETION	$19,325.00

Make all checks payable to Hampstead Fence.
Pricing for wood fences is valid for 30 days.

DEPOSIT MUST BE RECEIVED PRIOR TO BEING SCHEDULED

A name you can trust

Congratulations! With over 10,000 five-star reviews and a stellar 94% satisfaction rating, we are the most highly rated and reviewed fence company in the country.

We are excited to help you build your new fence! Please find your fence package options below, and simply click on the package to select it.

Zach White

586 Sloop Point Loop Rd
Hampstead, NC 28443

PAY FOR YOUR PROJECT WITH:

SUPERIOR FINANCING

CLICK HERE TO GET A CREDIT DECISION IN SECONDS

$609 per month

◉ **4' Black Commercial Chainlink**

4'H Commercial Black Vinyl Coated Chain-Link

☐ Black

Features & Benefits

- Superior Chain Link Specification
- Includes Top Rail & Tension Wire
- Commercial Grade Framework

Specifications

- **Post:** 2" // 2-1/2"
- **Rail:** 1-5/8" x 21'
- **Picket:** 9 ga.

Warranty

- 15-year Limited Warranty
- 3 Year Workmanship Warranty

Choose this package ↓

The image shown is a representation of the style of the fence, and not meant to be a specification of the height, color, or grade.

4' Black Commercial Chainlink - 1267 LF

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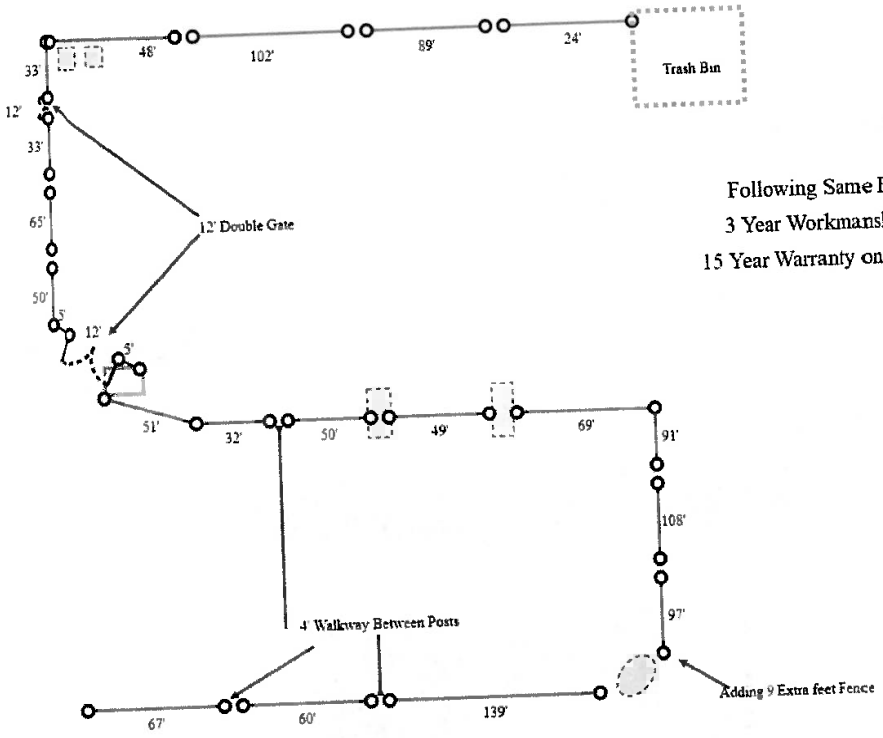
4ft Commercial Black Vinyl Coated Chain-Link



Following Same Fence lines
3 Year Workmanship Warranty
15 Year Warranty on Fence Materials

FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE BASED ON THE FIELD MEASUREMENTS. FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FOOTAGE USED, AS SET FORTH IN THE TERMS AND CONDITIONS.

Included in the job

2 12' Double Gates

1267 Linear Feet - Take Down OR Haul Away ONLY

Job Notes

WE are installing fence on the same fence lines. We are tearing down and hauling away all existing 4' green chainlink fencing.

No returns for special order products

"ABOVE AND BEYOND"

This company was a pleasure to deal with from the time we started our project you could tell that customer service was very important to them. This showed in the way they explained the project to making sure that every deadline was met. I would deal with the company again because they showed great integrity in business.

☆☆☆☆☆

Judith Volger

10,115 Certified Reviews 4.7

MSRP	$44,970.15
Manager	-$2,000.00
Today's Price: 4' Black Commercial Chainlink	$42,970.15

Choose your payment method

Pay with Financing	$42,970.15
Pay with ACH/E-Check Save $644.55	$42,325.60
Pay with Credit Card	$42,970.15

Contact Sales

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Zach White

From: DAVIS FENCE <quickbooks@notification.intuit.com>
Sent: Friday, July 14, 2023 4:18 PM
To: Dorran Saam; Zach White
Subject: [External]Estimate from Davis Fence

Follow Up Flag: Follow up
Flag Status: Flagged

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 Pender Co Parks & Rec:Kiwanis Park,

Please review the estimate below. Quote is only valid for 5 days due to the fluctuating price of materials. Feel free to contact us if you have any questions. We look forward to working with you.

Please initial or sign that you agree with the above discussed estimate before proceeding with fence installment.

Thanks for your business!
Davis Fence

---------- Estimate ----------

6748 Market St
Wilmington, NC 28405 US
+1 9108211104
www.davisfence.com

Estimate #: 9664
Date: 07/14/2023
Exp. Date:

$55,936.00

Address:

Kiwanis Park
586 Sloop Point Loop Road
Hampstead, NC 28443

Description	Qty	Rate	Amount
To remove and dispose of existing 4' all green chain link fence and replace with 1,321' of 4' 9ga class 2B chain link fence with 1 5/8 ss20 top rail, 2" ss20 line post, 2 1/2" ss40 terminal post, 9ga bottom	1	55,936.00	55,936.00

tension wire, 11 4' walk gates, 1 6' walk gate, 1 10' double drive gate, 1 12' double drive gate, and all hardware needed.
50% DEPOSIT REQUIRED

Total:	$55,936.00

Quote is only valid for 5 days due to the fluctuating price of materials

Davis Fence will not be responsible for property lines. Property corners and/or easements if applicable is the responsibility of the owner and should be marked by a certified surveying company prior to installation of fence. If any changes or errors occur due to improperly marked property corners, it will be at the owners expense. We can not be responsible for unmarked irrigation, gas or other private utility lines buried underground.

Pender County
Approval of Purchase Orders for mowers

TO:	Board of County Commissioners
FROM:	Tom Oneill, Andy Devane
DATE:	August 7, 2023
SUBJECT:	Approval of Purchase Order for mowers

SUMMARY:
During the budget process staff requested that we replace 3 of our commercial zero turn mowers and purchase 1 additional mower for our new groundsworker position. The 3 mowers in our fleet that are due for replacement this year are based on the engine hours, ongoing maintenance cost and time out of service. Pender County is a a member of the cooperative purchasing co-op sourcewell. This purchase order was competitively bid as sourcewell contract 031121-SCG. Scag Power Equipment was awarded the contract through sourcewell. Cape Fear Outdoor Equipment is a local Scag dealer that has this equipment available and can deliver within a week of approval. This equipment was approved in the FY24 operating budget. The purchase order is in the amount of $42,168 and is pre-tax.

ACTION REQUESTED:
To approve the purchase order in the amount of $42,168 to Cape Fear Outdoor Equipment for (2) commercial 61" Scag Turf Tiger II mowers, (2) clam shell grass catchers, and (2) bagger kits.

Sourcewell

SCAG #031121-SCG

Pricing for contract #031121-SCG offers Sourcewell members the following discount on new SCAG qualifying whole-good and accompanying accessory purchases.

- 22% Discount taken off published U.S. MSRP
- Additional 1% on single P.O. orders over $100,000
- Free delivery within 25 miles of your local authorized SCAG dealer

DocuSign Envelope ID: A7EAA654-B886-495E-89F4-32550198E063

Proposal Evaluation
Grounds Maintenance Equipment, Attachments, and Accessories with Related Services RFP #031121

	Possible Points	Aebi Schmidt North America	Altoz, Inc	Ariens Company	Bandit Industries, Inc.	BCS America, LLC	Blue Diamond Attachments	Bonnell Industries Inc.	BUCEPHALUS BUYER, LLC	C & B Manufacturing	Clark Equipment Company	Crary Bear Cat	Deere & Company	DuCo, LLC	Embanksape Equipment LLC	Exmark Mfg. Co., Inc.	Ferri	Generac Power Systems	Green Climber of North America	GRYB USA	H. Barber & Sons, Inc.	Husqvarna Professional Products, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	43	39	43	42	36	42	42	37	39	44	43	41	45	41	41	36	43	41	35	42	43
Pricing	400	324	320	331	314	240	323	325	304	271	346	328	329	328	316	323	311	339	289	272	335	329
Financial, Industry and Marketplace Successes	75	65	54	65	62	55	63	63	63	60	69	65	71	69	61	57	56	63	61	53	64	67
Bidder's Ability to Sell/ Service Contract Nationally	100	84	66	86	78	75	83	71	83	70	88	83	87	85	74	81	65	86	72	68	73	81
Bidder's Marketing Plan	50	43	38	43	37	35	40	41	38	32	43	44	43	46	40	42	36	42	38	35	43	44
Value Added Attributes	75	60	59	64	54	53	55	63	52	56	68	61	65	67	58	67	50	65	62	49	63	67
Warranty Coverages and Information	50	44	41	43	42	37	39	38	41	34	43	43	43	43	46	41	38	41	40	40	42	42
Selection and Variety of Products and Services Offered	200	151	145	164	150	146	153	144	164	134	172	148	175	157	139	174	138	162	139	134	146	174
Total Points	1,000	814	768	839	779	677	798	787	781	696	873	815	854	840	775	826	730	841	742	686	808	849
Rank Order		10	12	10	11	23	9	9	10	18	1	7	5	8	11	6	14	4	13	21	10	3

	Possible Points	Hustler Turf Equipment, Inc	Kärcher Municipal North America Corp.	Kubota Tractor Corporation	Land Pride, A Division of Great Plains Mfg, Inc.	Max Distributing / BCS America	Moridge Manufacturing, Inc.	MTD Products	RhinoAg, Inc.	Scag Power Equipment	Schiller Grounds Care	Smithco, Inc	Stoneskrooke Equipment, Inc.	Switch-N-Go, LLC	The Toro Company	Tobroco Machinery LLC	Trackless Vehicles Ltd.	TURFCO Manufacturing	VENTURE PRODUCTS INC.	Walker Manufacturing Company	Wiedenmann North America, LLC	Woods Equipment Company
Conformance to Terms/ Conditions to Include Documentation	50	42	42	43	43	40	41	43	39	43	39	42	42	42	42	41	42	40	41	41	41	40
Pricing	400	353	319	330	335	323	330	337	313	339	290	322	317	297	346	328	309	300	320	315	317	339
Financial, Industry and Marketplace Successes	75	64	62	69	65	59	61	66	63	65	59	69	60	62	65	62	63	62	64	63	63	64
Bidder's Ability to Sell/ Service Contract Nationally	100	83	79	88	86	72	77	87	82	85	75	79	71	73	86	75	79	74	83	79	76	85
Bidder's Marketing Plan	50	43	41	43	42	39	38	42	39	42	42	40	37	37	43	42	41	42	43	42	41	45
Value Added Attributes	75	61	61	67	55	55	59	61	56	63	52	58	52	53	67	55	58	58	56	60	59	56
Warranty Coverages and Information	50	43	44	39	41	43	41	44	43	43	36	43	42	40	38	39	43	44	41	40	42	43
Selection and Variety of Products and Services Offered	200	165	161	168	162	127	154	160	163	156	152	149	128	130	175	146	140	142	149	158	147	164
Total Points	1,000	853	809	847	829	758	791	840	798	836	745	796	749	734	862	788	775	762	796	798	786	836
Rank Order		4	17	6	13	34	26	8	20	11	36	22	31	35	2	25	30	33	22	19	27	11

DocuSigned by:
Kim Austin
8830543C5B384D1...
Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Bill Davison
879614F5870348A...
Bill Davison, CPPO, NIGP-CPP, Procurement Analyst

DocuSigned by:
Beverly Hoemberg
36364C13F1E94C7...
Beverly Hoemberg, Procurement Analyst

DocuSigned by:
Duff Erholtz
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Duff Erholtz, Procurement Analyst

RFP #031121
REQUEST FOR PROPOSALS
for
Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Proposal Due Date: March 11, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 11, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	January 19, 2021
Pre-proposal Conference:	February 11, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	March 4, 2021, 4:30 p.m., Central Time
Proposal Due Date:	**March 11, 2021**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	March 11, 2021, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services, to include:

a. Lawn and garden equipment, tools, attachments, and accessories for all types of lawn, field and turf care, golf course maintenance, landscape maintenance, sidewalk and walking path maintenance, parking lot maintenance, and snow removal;

b. Irrigation systems, equipment, parts, and related installation and maintenance services;

c. Beach and waterfront maintenance equipment and accessories; and

d. Accessories, parts, and services related to the solutions described in subsection 1.a. - c. above, including maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.

2. The primary focus of this solicitation is on Grounds Maintenance Equipment, Attachments, and Accessories. This solicitation should NOT be construed to include equipment principally intended or designed for highway, road, right-of-way or sewer maintenance.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies (RFP #052417)
b. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #080818)
c. Portable Construction Equipment with Related Accessories and Attachments (RFP#041719)
d. Ag Tractors with Related Attachments, Accessories, and Supplies (RFP #110719)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $85 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

E. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

F. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

G. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

H. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of $20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;

- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

QUOTE

Cape Fear Outdoor Equipment

1810 Burnett Blvd
Wilmington, NC 28401
910-763-6106 Fax: 910-763-6109
capefearoe@gmail.com

Quote: Pender2
DATE: July 21, 2023
CUSTOMER ID:
EXPIRATION DATE: **30 days from date**

TO: Pender County - Parks Dept.
Attn: Zach White
Sourcewell Contract # 031121-SCG

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
BO	Pender Scag 2				Due on receipt	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
4.00	841N	61" Scag Turf-Tiger II	$ 17,783.00		$ 71,132.00
		w/ 25hp Kubota Diesel			
2.00	901T	Clam Shell Grass Catcher	2,019.00		4,038.00
2.00	900X	Bagger install kit (required)	1,282.00		2,564.00
		includes counter weights			

TOTAL DISCOUNT		
SUBTOTAL	$	77,734.00
SALES TAX		7%
TOTAL	$	**83,175.38**

Quotation prepared by: _____Brandon Oaks_____

This is a quotation on the goods named, subject to the conditions noted below:

THANK YOU FOR YOUR BUSINESS!

Pender County
Carryover Purchase Orders for Parks and Recreation

TO:	Board of County Commissioners
FROM:	Zack White
DATE:	August 7, 2023
SUBJECT:	Carryover Purchase Orders for Parks and Recreation

SUMMARY:
Request to carryover Purchase Order 498 into FY 24 in the amount of $8,901.58. This purchase order is for replacement parts and installation of the parts on the two miracle playground units. We ordered these replacement parts in May after an inspection of the playground units determined repairs were needed. Miracle Recreation Equipment contractors plan to mobilize for this project in late August/early September.

Request to carryover Purchase Order 543 into FY 24 in the amount of $23,380.08. This purchase order is for the purchase and installation of security cameras at Hampstead Kiwanis Park. The cameras themselves have been delivered. Pender County ITS is planning to have Sentinal Security Systems Inc. complete the camera installation by October.

Request to carryover Purchase Order 544 into FY 24 in the amount of $3,680.00. This purchase order is for the upgrade of security cameras at Pender Memorial Park. The cameras themselves have been delivered. Pender County ITS is planning to have Sentinal Security Systems Inc. complete the camera installation by October.

ACTION REQUESTED:
Approve the carryover of purchase orders 498, 543, and 544.

Pender County
Motor Vehicle Releases and Refunds

TO:	Board of County Commissioners
FROM:	Melissa Radke
DATE:	August 7, 2023
SUBJECT:	Motor Vehicle Release and Refunds

SUMMARY:
This list includes all motor vehicle refund and releases processed through the NCVTS system with DMV. These refunds and releases result from prorations of tax due to the return of a NC license plate to the DMV office (usually for vehicles/trailers that have been sold, totaled, gifted to new owner, wrong situs address, approved for exemption, etc). NC DMV has also approved these refunds, Board action allows Pender County to issue checks back to the owner.

The refunds and releases shown are recommended for approval by the Pender County Tax Office.

ACTION REQUESTED:
Approve the NC motor vehicle release and refunds shown

RELEASES OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2022	BAILEY, BENJAMIN REID	281927979	457.53	MILTRY EXEMPT
2022	BECKETT, DAVID LESLIE	281163783	184.48	SOLD
2022	BEERY, MELANIE PATRICIA	281927751	104.18	MILTRY EXEMPT
2022	CHUNG, JOSEPH CHRISTOPHER	282245901	137.90	SOLD
2022	DEWBERRY, JEREMY MARTIN	376695220	165.61	SITUS
2021	DEWBERRY, JEREMY MARTIN	376695236	153.71	SITUS
2022	DOBY, BRENDA JOHNSON	282139764	420.01	SOLD
2022	DUFRESNE, BRANDI BRENDA	280970967	447.13	MILTRY EXEMPT
2022	HEATH & SONS MANAGEMENT SERVICES LLC	376697780	238.28	SITUS
2022	HUDSON, BRANDON ZACHARY	280842096	249.67	MILTRY EXEMPT
2022	LUNSFORD, JAKE FORREST	282032955	439.04	MILTRY EXEMPT
2022	MAZZARONE, PATRICK	281163753	104.16	SOLD
2022	MOORE, JACOB EVAN	282522369	111.01	SOLD
2022	NORTON, GARY GALEN	375903780	127.98	SITUS
2022	ROYAL, BRENDA MELVIN	282032820	192.40	SOLD
2022	TORTORICI, JOSEPH MARIO	282521907	305.68	MILTRY EXEMPT
2022	VANBRUNT, ROBERT LEE	282033123	294.62	SOLD
2022	ZOUCHA, ANTHONY LEO	377250908	248.12	SITUS
TOTAL REFUNDS OVER $100			$4,381.51	

RELEASES UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2022	50 SOUTH SURF SHOP INC	281072748	73.54	ADJSTD VALUE
2022	ADAMSON, PAMELA DYSON	374763712	73.98	SITUS
2022	ALONSO, DAVID	282503682	50.03	SOLD
2022	BARRETT, CHARLENE	280160379	28.00	SOLD
2022	BREITFELLER, ALYSON LYNN	282938175	19.58	ADJSTD VALUE
2022	BRONKE, JEFFREY VICTOR	280129572	49.07	SOLD
2022	CAUBLE, JAMESON LEE	281163603	31.88	MILTRY EXEMPT
2022	CAULDER, TIMOTHY BRIAN	280159995	89.91	SOLD
2022	CORBETT, WAYNE	374455604	9.11	SITUS
2022	DILL, GREGORY VINCENT	281380539	49.19	SOLD
2022	DRAGT, MICHAEL JORDAN	282938178	69.59	MILTRY EXEMPT
2022	ENGLISH, RICHARD ALLEN	374455600	10.31	SITUS
2022	ENSOR, PAYTON MICHAEL	281589540	28.81	MILTRY EXEMPT
2021	FARROW, ANNA HOLLINGER	281590038	47.26	SOLD
2022	FRANCE, KAREN DIANE	376672120	50.48	SITUS
2022	FRANCE, RICHARD MALANTHAN	376672116	48.98	SITUS
2022	GAGNON, KEVIN MICHAEL	282503649	14.65	OUT OF STATE
2022	GIBBS, DALBRO MADISON JR	374455608	30.32	SITUS
2022	GOLSHANI, AMIR HOSSEIN	281927955	38.30	MILTRY EXEMPT
2022	HAIG, GEORGE PHILIP	375903664	50.28	SITUS
2022	HARDING, WARREN JOSEPH	281073378	37.46	ADJSTD VALUE
2022	HARDING, WARREN JOSEPH	281073381	37.46	ADJSTD VALUE
2022	HOWARD, TIA	281928009	13.79	DESTROYED
2021	ISLEY, RYAN JONATHAN	282521880	6.60	SOLD
2021	ISLEY, RYAN JONATHAN	376695820	18.46	SOLD
2022	JACOBS, DIANNA	374475288	17.73	SOLD
2022	LYNCH, CHRISTOPHER ROBERT	281940405	9.65	MILTRY EXEMPT
2021	MAVEN ADVANTAGE INC	281927874	49.78	SOLD
2022	MCCORMICK, SHARON ANN	280842081	96.70	DESTROYED
2021	MILLIKEN, TIMOTHY LEE	282139827	20.36	OUT OF STATE
2022	OTTAWAY, RONNIE WILLIAM	281940576	8.40	ADJSTD VALUE
2022	PANKEY, SANDRA HAYES	282139779	29.89	ADJSTD VALUE
2022	PIERCE, CALLIE RENAE	282140106	43.30	MILTRY EXEMPT

TOTAL REFUNDS UNDER $100 $1,252.85

TOTAL OF ALL RELEASES NONE

TOTAL OF ALL REFUNDS $5,634.36

Pender County
June 16, 2023, BOCC Special Meeting Minutes

TO:	Board of County Commissioners
FROM:	Alexis Stanfield
DATE:	August 7, 2023
SUBJECT:	June 16, 2023, BOCC Special Meeting Minutes

SUMMARY:
Attached are the minutes for the June 16, 2023, BOCC Special Meeting.

ACTION REQUESTED:
Approval of the June 16, 2023, BOCC Special Meeting.

MINUTES
Board of County Commissioners Meeting
Friday, June 16, 2023 3:00 PM
Pender County Public Assembly Room

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

MEMBERS ABSENT:

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

1 CALL TO ORDER SPECIAL MEETING

1.1 Chair Newton called the meeting to order at 3:00 PM.

2 MOTION TO ENTER INTO CLOSED SESSION PURSUANT TO NCGS § 143 318.11(a)(3) TO PRESERVE THE ATTORNEY CLIENT PRIVILEGE

2.1 Vice Chair Hardee made a motion to go into closed session. Commissioner McCoy seconded the motion. Motion carried.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to go into closed session.

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

Brad George	x			
	5	0	0	0

CARRIED.

3 MOTION TO RETURN TO OPEN SESSION

3.1 Vice Chair Hardee made a motion to return to open session. Commissioner McCoy seconded the motion. Motion carried.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to return to open session.

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

CARRIED.

4 ADJOURNMENT

4.1 Chair Newton announced a press release would be issued stating Novant Health and the Board of County Commissioners had reached an agreement regarding Pender Memorial Hospital.

4.2 Commissioner Groves made a motion to adjourn the meeting. Commissioner George seconded the motion. Motion carried.

Pender County
June 19,2023, BOCC Meeting minutes

TO:	Board of County Commissioners
FROM:	Lexi Stanfield
DATE:	August 7, 2023
SUBJECT:	June 19, 2023, BOCC Meeting Minutes

SUMMARY:
Attached are the minutes for the Board of County Commissioners meeting that was held on June 19, 2023.

ATTACHMENTS:
Approval of the minutes for the Board of County Commissioners meeting that was held on June 19, 2023.

MINUTES
Board of County Commissioners Meeting
Monday, June 19, 2023 4:00 PM
Pender County Public Assembly Room

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

MEMBERS ABSENT:

OTHERS PRESENT: David Andrews, County Manager
Trey Thurman, County Attorney
April Radford, Interim Clerk to the Board
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

1 CALL TO ORDER

1.1 Call to Order

Chair Newton called the meeting to order at 4:00 PM.

2 INVOCATION

2.1 Invocation

Commissioner George let the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Pledge of Allegiance

Vice-Chair Hardee led the Pledge of Allegiance.

Chair Newton recognized all Veterans and thanked them for their

service.

4 ADOPTION OF AGENDA

4.1 Adoption of Agenda

Chair Newton asked for a motion to adopt the agenda. Commissioner George asked to make one amendment to the agenda by pulling out the Parks and Recreation portion of the item 9.1 due to conflict of interest. Mr. Thurman informed the board that Ms. Blue took into consideration of the potential conflict in the Parks and Recreation as well as the Sheriff's Department budget and broke the item down for three votes to allow both Commissioner George, part-time employee of the Parks and Recreation Department and Commissioner Groves part-time employee of the Sheriff's Department to abstain from voting on these items.

Commissioner Groves requested to pull item 8.1 of the Consent Agenda for questions.

5 PUBLIC HEARING

5.1 Public Hearing

Mr. David Piepmeyer of 122 Broadview Lane addressed the board and expressed his concern for the tax increase proposed in item 9.1. Approval of FY 2023-2024 Budget Ordinance and Fee Schedule. An increase of the current tax rate of 64.5 cents per $100 of property value by 9.25 cents or 14% per $100 of property value raising the rate to 73.75 cents per $100 of property value. With the proposed tax rate increase another 15 cents to a staggering rate of 88.72 cents per $100 property value over the next six years an almost 40% increase. He understands the need for an increase in taxes due to the $175M school bond. He is very concerned for the elderly on fixed incomes and the low to medium income households not being able to pay their taxes. Mr. Piepmeyer has lived in Pender County for over 50 years and hopes the board will revisit the sources of the future tax rate increases and prioritize what has to happen verses what would be nice to happen so that the proposed future tax rates continue to be more inline for affordability for residents.

Chair Newton asked Mr. Andrews if he would like to address these concerns. Mr. Andrews clarified that the recommendation of the tax rate increase is 9.25 cents per $100 of property value with all of that revenue being dedicated to pay back the $175M school bond. This increase is in

leu of not in addition to 14 cents. The information provided in the agenda package was intended to be a choice not both added together.

Mr. Piepmeyer stated his confusion was due to the chart Davenport provided and he was concerned Pender County was going to get to an unsustainable tax rate and thanks Mr. Andrews for his explanation.

Mr. Piepmeyer requested to address a second item on the agenda, item 22.2.

5.2 Public Comment

Mr. Piepmeyer requested to address the board on a second item, item 22.2. Commissioner George stated his concern to allow the comment on this item due to it being a part of the 7:00 PM meeting and all parties involved in the item are not present to address the statement. Mr. Thurman stated the item is a legislative zoning item and Mr. Piepmeye could have contacted each of the members before and not have to speak to the board meeting. Motion by Commissioner McCoy, seconded by Commissioner Groves to allow Mr. Piepmeyer to speak on item 22.2.

Mr. Piepmeyer wanted to provide his concern on the McAdams Homes request to increase residential density from low to medium on the 30 acers tract of land off US Hwy 17. He believes the timing of the request is awful due to the overcrowding of Hwy 17. Pender County is in the top 10% of residential growth in NC, the traffic on Hwy 17 is catastrophic and unsafe during rush hours, the Hampstead bypass will not be completed for several years, water usage restrictions, and the county is in the process of building several new schools to accommodate the need he respectfully request the commissioners aligns with the Pender County Planning Board and deny the request.

6 PUBLIC INFORMATION

6.1 Update on Pender Sheriff's Charitable Foundation

Sheriff Culter reintroduced Ms. Tart from the Pender Sheriff's Charitable Foundation to the commissioners on and thanked the members of the foundation for their contribution to the community. Ms. Tart acknowledged the PSCF members in the audience. The foundation members present are Ms. Cynthia Tate, Ms. Sam Jones, Mr. Jeff Caldwell, Mr. Mike Ortiz, Ms. Carla Cotton, Ms. Jennie Coleman, and Mr. Art Sauer. Ms. Tate thanks the commissioners for their time and presented an overview to the commissioners including; K-9 Unit,

Sunshine Fund Program, Scholarship Program, Jail Ministry, Volunteer Program, and ways the community can support financially to the foundation with their first fundraiser being held July 22, 2023.

7 PUBLIC COMMENT FOR AGENDA ITEMS

8 CONSENT AGENDA

8.1 Approval of Purchase Order to Central Carolina Holdings, LLC for Tire Recycling & Disposal Services for FY24

Commissioner Groves requested item 8.1 be tables until the July meeting for further research and review.

8.2 Approval of a Purchase Order to GFL for Solid Waste Disposal and Hauling Services for FY24

8.3 Approval of a Purchase Order to American Greenz for Electronics Recycling/Disposal for FY24

8.4 Approval of Budget Ordinance Amendment and Transfer of Purchase Order # 355 (FY22) for Grant Services to Org 83 WTP Generator Project

8.5 Approval of a Purchase Order to McGill for sludge removal at the Water Treatment Plant in FY24 for $40,000

8.6 Approval of a Purchase Order to Environmental Chemists for Testing and Sampling of PCU's Water & Sewer Plants and Systems for FY24

8.7 Approval of a Purchase Order to Calgon Carbon for $173,600 for the replacement of Granular Activated Carbon (GAC) at the Water Treatment Plant for FY24.

8.8 Approval of a Purchase Order to Brenntag for Sodium Hydroxide for the Water Treatment Plant for FY24: $145,000

8.9 Approval of a Purchase Order to Amerochem for Ferric Sulfate for the Water Treatment Plant for FY24 $250,000

8.10 Approval of a Purchase Order to Amerochem for Aluminum Sulfate for Wastewater Treatment for FY24

8.11 Approval of Budget Amendment for EMS, Fire, & Municipal Tax Collections and Disbursements

8.12 Approval of Budget Amendment to close out Fund 89 Solid Waste CPF

8.13 Approval of Budget Amendment to close out Fund 84 Wastewater CPF

8.14 Approval of Budget Amendment to close out Fund 43 Pesticide Program

8.15 Approval of Budget Amendment to close Fund 50 & 52 Former Insurance & Worker's Comp ISFs

8.16 Approval of Budget Amendment to Clear Remaining Budget Balances in Fund 63 School Capital Project Fund

8.17 Approval of Budget Amendment for E911 Transfer for PSAP Adjustment

8.18 Approval of Budget Amendment to close Fund 80 - Country Court Reserve Fund

8.19 Approval of Budget Amendment for PCU transfer to WWTP Berm Project

8.20 Budget Work Session Minutes for April 27, 2023

8.21 Budget Work Session Minutes for May 8, 2023

8.22 Board of County Commissioners Meeting Minutes for May 15, 2023

8.23 Budget Work Session Minutes for May 18, 2023

8.24 Budget Work Session Minutes for May 23, 2023

Moved by Brad George, seconded by Fred McCoy

Commissioner Groves asked questions on item 8.1. Mr. Keel addressed the questions from Commissioner Groves. Motion by Commissioner Groves to remove and table item 8.1 from the Consent Agenda for further research and review, seconded by Commissioner McCoy.

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

CARRIED.

9 APPROVALS AND RESOLUTIONS

9.1 Approval of FY 2023-2024 Budget Ordinance and Fee Schedule

Ms. Blue presented the 23/24 Budget as presented, less the Sheriff's Department Temporary/Part-time wages line item and Parks & Recreation Department Temporary/Part-time wages line item, the two

items that Commissioner Groves and Commissioner George are paid from. Goal & Priorities: Employee compensation and Benefits to improve retention and recruitment, Economic Development to increase commercial property tax base (Pender Counties tax base is about 6% commercial and 94% residential. This is to encourage commercial development in Pender County to relive some of the tax burden off the residents.), Development and Implementation of Capital Investment Plan (CIP), Balance Operating Budget without a tax rate increase; No increase in utility rates.

General ($120,540,578) fund includes several funds of the counties largest departments such as the Sheriff's Department and Health and DSS. Special Revenue Funds ($46,948,134) include other tax funds that are collected for towns, EMS, Fire, and any other grant funds (example ARPA). Enterprise Funds ($35,411,486) for a total budget of $202,900,198.The county tax collection rate for 22/23 is 96.66%. The budget recommends a tax increase 9.25 cents per $100 to pay off the school bond. The current expense for schools is $25,041,519, these funds pay teachers and daily operation funds. $2,917,084 for capital outlay in addition to this there is also $9,770,448 school debt services for this year. $12,964,507 reserve contribution for future services, $895,000 for school resource officers for total of $51,589,546 for schools. Chair Newton clarified the highlights of the information provided. General Fund Budget Education 44.2%, Public Safety 21.4%, Healthy & Human Services 10.9%, General Government 17.7%, Debt Services 0.8%, Cultural & Recreational 3.4%, and Economic Development 1.6%. The budget includes a 5% COLA salary increase and 1-2% Merit salary increase. Total salary adjustment of $2,678,720.Chair Newton thanked Ms. Blue and Mr. Andrews for all the work they put in to putting the budget together in an organized fashion and hoped they would do the same for next year. Commissioner McCoy expressed his appreciation for the Emergency Fund Balance to help with hurricanes or other emergencies. After voting concluded Commissioner McCoy stated the people of Pender County have spoken with the majority of the voters voting in favor of the education bond for the children in Pender County.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

9.1.a Approval of FY2024 Budget as presented, less the Sheriff's Department Temporary/Part-time Wages and Parks & Recreation Temporary/Part-time Wages.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			

Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

Moved by Brad George, seconded by Fred McCoy

9.1.b Approval of FY2024 Budget for Sheriff's Department Temporary/Part-time Wages.

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

CARRIED.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

9.1.c Approval of FY2024 Budget for Parks & Recreation Department Temporary/Part-time Wages.

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

CARRIED.

9.2 Approval of FY 2023-2024 Capital Improvement Projects Plan

Ms. Blue presented the FY23/24 Capital Improvement Projects Plan.

The plan is the original plan presented to the Commissioners at their board retreat. This is an opportunity to formally these are the projects the county is interested in pursuing, the county is not required to do any of them and the plan can be adjusted every year to keep the plan current.

9.3 Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Parcel 3247-78-2302-0000 off of Stag Park Road near Burgaw

Ms. Blue presented an offer of $5,000 for an upset bid from John Andrews for a parcel off Stag Park Road near Burgaw, a .5 residential wooded lot acquired through tax foreclosure in 2018 with the current tax value of property is $5,000. There was no discussion.

9.4 Approval of a Budget Amendment to close Country Court Fund and transfer remaining balances to Housing Authority

Ms. Blue presented the Budget Amendment to close Country Court Fund and transfer remaining balances to Housing Authority. The property has been sold and closed and the loan has been paid off. The USDA is satisfied with the process. The amendment is to take the residual funds and transfer to general funds. There was no discussion.

9.5 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 4302-02-4780-0000 off of Williams Road

Ms. Blue presented an offer of $7,775 for a parcel off of Williams Road, a 1.8 acers wooded lot acquired through tax foreclosure in 1970. The current tax value for the property is $5,400. There was no discussion.

9.6 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2373-67-4493-0000 off of Englishtown Rd in Union

Ms. Blue presented an offer of $16,325 for a parcel of land located off of Englishtown Road in Union, a 1.96 acers wooded residential lot acquired through tax foreclosure in 1998. The current tax value is $8,274. There was no discussion.

9.7 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3219-30-4406-0000 Off of Hwy 53 in Burgaw

Ms. Blue presented an offer of $13,720 for a parcel of land located off of

Hwy 53 in Burgaw, a 1.14 acers wooded residential lot acquired through tax foreclosure in 1996. The current tax value $13,520. There was no discussion.

After vote, Chair Newton announced a five minute recess at 4:54PM.

9.8 Approval of Purchase Order to Bob King for the purchase of 2 (two) 2024 GMC Pickup Trucks in the amount of $111,630

Chair Newton reconvened the meeting at 4:59PM.

Mr. Batson requested the approval purchase order to Bob King for the purchase of 2 (two) 2024 GMC Pickup Trucks in the amount of $111,630 from the 23/24 budget. Mr. Batson stated the trucks are the closest to Pender County in a 475 mile radios of the county. Commissioner McCoy asked if the trucks are ready for delivery. Mr. Batson stated they are ready and waiting for approval from the board to be picked up before the price increase in July. There was no discussion.

9.9 Approval of Budget Amendment and Purchase Order to purchase 6 Vehicles

Sheriff Cutler requested a budget amendment and approval of purchase order to purchase six Chevrolet 1500 replacement vehicles. Funds are partially from 22/23 and 23/24 budgets. Sixteen vehicles were recommended to be replaced, nine have already been replaced. These six would complete fulfillment of the original recommendation. The reason the request is being presented now is due to the expected price increase of an estimated $15,000 per vehicle this coming year. Staff recommends to keep the vehicles that are being replaced for parts due to an industrywide issue on the lack of availability of parts.

Sheriff Culter thanked Mr. Andrews and Ms. Blue for their prompt assistance in the process to acquire the pricing and purchase order of these vehicles.

9.10 Service Contract Approval for Field Appraisal Work

Ms. Radke requested approval of service contract for field contractors to help clear the 1,800 permit request that the tax department is currently behind schedule of completing. It is determined that the revenue the county can generate when completed will more than pay the cost of the contract, an estimated $69,300. The cost of the contractors is $650 per day per person for 45 days. The tax office would like 2 - 3 contractors.

One contractor would take 90 days to complete, two would take 60 days, or three should take 30 days, the cost should be the same. Each person can complete about 20 permits per day. The total the tax office is looking at is about $58,000 based off of two people. Ms. Radke addressed questions from the commissioners.

9.11 Resolution and Letter of Support for the Wilmington Urban Area Metropolitan Planning Organization's grant application for the Safe Streets and Roads for All initiative

Mr. Adams requested approval of a resolution and letter of support for the WMPO's grant application for a comprehensive safety action plan. The grant application is through a new federal initiative, safe streets and roads for all initiative with $5 billion appropriated at the federal level. Mr. Adams informed the commissioners that the Abby Lorenzo, WMPO Deputy Director is in the audience to address specific questions. The grant requires a 20% match, 10% provided by the DOT and 10% by the WMPO.

Ms. Lorenzo was asked to come forward to address questions. If the WMPO is awarded the grant the 10% would come out of the member's dues. Pender County's contribution would be an additional $4,740 in member dues which have already been applied into the FY23/24 budget.

9.12 Consideration of Approval of a Contract for Design, Engineering and Construction Administration for Kiwanis Park, Phase 4

Mr. Avery requested approval of a contract for design, engineering and construction administration for Kiwanis Park, Phase 4. Pender County put out an RFQ for engineering services for the Kiwanis Park, Phase 4 at the end of April. Last year the county Parks & Rec. Department obtained a part F grant for funding for the park for preliminary designs for the basic layout park. This contract is adding 26 acers to the current 54 acers. The expansion will provide two multipurpose fields, six tennis courts, four pickleball courts, two basketball courts, a multiuse path, playground/lawn game area, a picnic shelter/restroom and parking.

Two firms responded to the RFQ. After the scoring committee reviewed the two applicants they recommended Stroud Engineering, the same firm that designed the first three phases. Their bid was lowest bid and it was $78,000. Discussion ensued.

9.13 Consideration of Approval of a Contract for Design, Engineering and Construction Administration for Central Pender Park. Pender County put

out an RFQ for engineering services for Central Pender Park at the end of April.

Mr. Avery requested approval of a contract for design, engineering and construction administration for Phase 1 of the Central Pender Park, a 68 acers parcel that will include site utilities, restrooms, concession stand, picnic shelter, playground, four multipurpose fields with lights, a multiuse path, and parking lot. Mr. Avery noted the parcel is a raw piece of land. The park is located about three miles north of Burgaw on Hwy 117.

Pender County only received one RFQ from McGill Engineering in the amount of $327,000 which Mr. Avery negotiated down to $283,870. McGill completed Pender County's park master plan in 2022. Discussion ensued and Mr. Avery addressed questions from the commissioners.

Mr. Avery informed the commissioners that Mr. Morris from McGill was present and could answer detailed questions. Mr. Morris was asked to address the commissioners.

Mr. Morris addressed questions from the commissioners. Mr. Morris explained during the 1st phase of planning a park involves more fact finding and permits that additional phases, these include DOT driveway and surveying the land. They are surveying the entire property with the hopes of saving cost on the latter end of the project. There are also environmental elements that need to be factored in to the project. There was no discussion.

Motion by Commissioner McCoy to approve item 9.13. There was no second, the motion failed.

9.14 Consideration of Approval of a Contract for Construction of Picnic Shelter/Restroom at Penderlea Park

Mr. Avery requested approval of a contract for construction of picnic shelter/restroom at Penderlea Park located near the Penderlea school and one of the counties growing public parks and a budget ordinance amendment. Adding a picnic shelter and restroom is part of the comprehensive plan. Pender County published an RFP and received five bids. The project includes restroom, storage area, covered picnic shelter, and concrete sidewalks around the park. The lowest bid was $275,500, the next lowest bid was $275,700, and next bid was $280,200. Based on the quality of the responses staff recommends the bid from Carolina Bay Construction & Maintenance for $280,200. Mr. Therman asked to speak to the board about the request and stated in

general the county goes with the lowest responsible bidder and asked if the lowest two bidders was not responsible. Mr. Avery stated it is the lowest responsible and responsive bidders that they are recommending. Chair Newton requested the table the item until the July 10th meeting.

Item 9.14 was tabled until the July meeting.

9.15 Approval of Engineering Contract Amendment #3 for the RO Plant Project and Associated Increase of FY21 Purchase Order # 468

Mr. Keel requested approval of engineering contract amendment #3 for the RO Plant Project and associated increase of FY21 Purchase Order # 468. Additional work is to provide a full workup of the property the county is under contract to purchase for the RO site to include drilling of a three test wells and monitoring wells for due diligence of the project. Total amount of contract amendment is $359,700 funded as part of the project account that is already set up in the enterprise fund. Once the county enters in to construction for the RO Project the county can reimburse the enterprise fund through the loan and grant the county is getting for the project.

Mr. Keel addressed questions.

9.16 Approval of Engineering Contract Amendment #2 for the US421 Sewer Project, Budget Ordinance Amendment, and Associated Increase of FY22 Purchase Order # 462

Mr. Keel requested approval of engineering contract amendment #2 for the US421 Sewer Project, budget ordinance amendment, and associated Increase of FY22 purchase order # 462. The project is to extend the sewer line from near the county line at the sewer plant to Blueberry Road along 421. The design portion of the project is complete. Currently seeking permits for the project, once permits are obtained the county will be ready to seek bids for the construction of the project. The original contract did no include the bidding services, the construction administration, and inspection services of the project. the total amount of the amendment request is $539,500.

Mr. Keel addressed questions.

9.17 Approval of Engineering Contract Amendment #1 for the Water Plant Generator & Wastewater Plant Berm Project, Budget Ordinance Amendment, and Increase FY22 Purchase Order # 518

Mr. Keel requested approval of engineering contract amendment #1 for the Water Plant Generator & Wastewater Plant Berm Project, budget ordinance amendment, and Increase FY22 Purchase Order # 518. The county has received a 75% grant from the economic development administrations for items related to the hurricane Florence and recovery and resilience to help prevent the same issues from occurring during future hurricanes. Project includes a berm around the waste water plant to prevent flooding at plants and to add a diesel fuel tank to store fuel for the generator and to add a plug for a portable generator for emergency situations. The project has the EDA approval of the changes to the project. The amendment is for $92,400. At the end of the project they should be under the original budget proposed.

Mr. Keel addressed questions.

9.18 Approval of Construction Change Order #2 for the Tank & Wells Construction Project and Associated Increase of FY23 Purchase Order # 394

Mr. Keel requested approval of construction change order #2 for the Tank & Wells Construction Project and associated increase of FY23 purchase order # 394. During the course of the project issues where found that need to be addressed, including the determination that a larger generator would be needed for the project to provide sufficient power and price increased due to delays in starting the project, tree removal, and relocation of lines, and subsurface issues. $99,876.53. With the amendment the project is still $193,000 less than the original bid.

Mr. Keel addressed questions.

9.19 Approval of Capital Project Ordinance and Budget Ordinance Amendment for US 421 CFPUA Water Interconnection Project

Mr. Keel requested approval of capital project ordinance and budget ordinance amendment for US 421 CFPUA Water Interconnection Project. Pender County entered into an agreement with CFPUA last year to connect the two lines at the county line at Hwy 421. Establishing a Capital Project ordinance since it is a large project that will expand over multiple fiscal years. Request to move the funds currently in the operating budget to the capital funds budget. Funds have already been approved.

Mr. Keel addressed questions.

9.20 Approval of Capital Project Ordinance and Budget Ordinance Amendment for Batson Road Water Line Extension Project, and Transfer of PO 351

Mr. Keel requested approval of capital project ordinance and budget ordinance amendment for Batson Road Water Line Extension Project, and Transfer of PO 351. This request is similar to the previous request item 9.19. The project has already been approves it is simply transferring funds from the operating budget funds to the capital project funds.

Mr. Keel addressed questions.

10 DISCUSSION

11 APPOINTMENTS

12 MAPLE HILL WATER AND SEWER DISTRICT

13 ROCKY POINT WATER AND SEWER DISTRICT

14 SCOTTS HILL WATER AND SEWER DISTRICT

15 MOORES CREEK WATER AND SEWER DISTRICT

16 CENTRAL PENDER WATER AND SEWER DISTRICT

17 PENDER COUNTY BOARD OF HEALTH

18 SOCIAL SERVICES BOARD

19 PUBLIC COMMENT

19.1 Public Comments

Ms. Sinead Morrow of Hampstead with Pender County 4-H introduced herself to the commissioners, because she will be attending this years youth voice event in August and will be meeting some of the commissioners at the event. She will be representing Pender Counties youth at the event as their delegate. Ms. Morrow offered to answer any questions the commissioners have on the event. Ms. Morrow has been involved in 4-H for four years and she enjoys the public speaking and this year she will be attending citizenship focus in Congress for the second time.

The commissioners thanked her for sharing her time with them and wished her well.

There were no other comments.

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

20.1 Items from the County Attorney, County Manager, Assistant County Manager, & County Commissioners

Mr. Andrews reminded the commissioners he will be on vacation the through July 2nd and Mr. Allen will be acting County Manager. He reminded the commissioners they only had one meeting in the month of July on July 10th. He thanked the commissioners for passing the budget.

Mr. Vann reminded the commissioners of the Public Defenders Office open house next week on June 28th at 3PM (301 S. McNeil St.) and invited them to attend. Mr. Vann informed the commissioner that Ms. Stanfield is on vacation and that Ms. Radford is filling in one last time as Clerk and thanked her for her assistance. Chair Newton thanked Ms. Radford and the Council of Governments for loaning Ms. Radford to Pender County.

Mr. Therman thanked Mr. Bufkin for all stepping up to help get the county to the finish line with the Letter of Intent. Mr. Therman requested to go into closed session as per NCGS 143-318 (3) attorney client privilege including Coastal Pines, (4) economic development, and (5) acquisition of real property.

Commissioner George had no comments.

Commissioner McCoy mentioned the big weekend for Pender County with the Blueberry Festival, parking was an issue, but all in all it was a great time.

Vice-Chair Hardee had no comments.

Commissioner Groves stated he did not vote for the budget in honor of the people who voted for him. He stated he does not believe the budget is good for the citizens of Pender County.

Chair Newton announced Pender County has reached an agreement with Novant to continue the health care of Pender County. Chair Newton stated it was an important decision for Pender County now and in the future. Novant has agreed to a $50 million investment over the next 10 years including the current Pender County medical facility in Burgaw within 5 years will be upgraded to a community general hospital. Novant has committed to maintain Pender County's hospital as a critical access hospital, improving access to primary care and specialty care in Pender County, to recruit the specialty care physicians and other providers, to increase the services currently available to include adult primary care, cardiology, gastroenterology, orthopedics, and urology. Programmatic expansion for physician recruitment and equipment investments in the hospital facility with a special emphasis on investments in rural residency programs. Novant has committed to allowing Pender County to appoint the majority of the board for the Pender Memorial. Chair Newton hoped everyone would see this as a positive thing going forward for Pender County. Novant has also agreed to raise the salaries to bring them up to standard.

21 CLOSED SESSION (IF APPLICABLE).

21.1 Closed Session

Mr. Therman requested to go into closed session as per NCGS 143-318 (3) attorney client privilege including Coastal Pines (4) economic development, and (5) acquisition of real property. Commissioners went into closed session at 6:06PM.

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

22.1 REZONE 2023-47 CZMA: Request to revise a Conditional Zoning Map Amendment for the Falls Mist Development

Commissioners returned to Open Session at 7:06PM.

Mr. Avery stated Mr. Jimmy Fintress the applicant for the project wished to address the commissioners before staff makes their presentation. Mr. Fentress requested a continuance to the August 21st meeting in order to have a full team to make the presentation to the commissioners. Mr. Thurman stated there were no signups on the item.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Motion by Commissioner George to approve the request to continue

item 22.1 until the August 21, 2023 meeting, seconded by Vice-Chair Hardee.

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

CARRIED.

22.2 REZONE 2023-42 FLUMA: Request to amend the Future Land Use Map classification for two tracts of land totaling approximately 29.6 acres from Low Density Residential to Medium Density Residential in the Topsail Township

Mr. Brantley presented the request to amend the Future Land Use Map classification for two tracts of land from LDR to MDR in the Topsail Township. The owner applicant for the request is McAdams Homes LLC and they are requested for the properties located at 4203-25-5746-0000 and 4203-35-3108-0000 be amended in the FLUM from LDR to MDR. The properties are located north of Country Club Drive approximately 850 feet southwest of Transfer Station Road in the Topsail Township. Mr. Brantley presented maps of the area, a WMPO road density survey from 2020 and supporting documentation to show the proposed project is similar to the existing communities in the area. Mr. Brantley stated the planning staff are recommending the approval of the amendment.

The Planning Board denied the application on May 2nd due to the applicant not complying with their request for site specific plans for the project. Mr. Brantley presented the planning boards vote and stated the planning board originally heard the request on March 7th and the case was continued for two months and that the board was open to the idea however they were not comfortable with approving it without a site specific plan. The Planning board requested the applicant comeback with a conditional map amendment so they could see exactly what the project was.

Ms. Amy Shaffer spoke on behalf of the applicant. Ms. Shaffer stated the reason they did not comply was that a site plan is very expensive and time consuming and they felt without guidance on whether the extra

density request would be seen favorably by the County they felt the process was premature. Ms. Shaffer addressed questions from the commissioners. Ms. Shaffer presented their proposed project which they believe are compatible to the properties in the area.

Mr. Brantley addressed questions from the commissioners.

Ms. Joanne Champion of Carolina Creek addressed the commissioners and presented a petition signed by 105 residents of Carolina Creek opposing the amendment. Ms. Champion read a statement from her community stating they hoped the commissioners will accept and understand how important their opposition of the request.

Mr. Bill Bish of 28 Albrook Way spoke against the request. Mr. Bish stated he echoed Ms. Champion's statement and that all of the current home owners are extremely concerned about the proposed development due to the current and protentional future influx of traffic. The roads in the area are already extremely congested especially during the school year. Mr. Bish questions the 40% capacity of traffic and states the approval would have a negative impact on street safety in the community. Mr. Bish also stated that tree removal would take away from natural beauty as well as air quality in the area.

Mr. Brian Apple of 73 Bowman Field Circle spoke against the request. Traffic is a significant issue and stated that the traffic study taken in 2020 showing a 40% capacity was done during COVID and that is not mentioned in the study. Mr. Apple is seeing the opposite in traffic.

Mr. Mitch Rose 46 Bowman Field Circle of spoke against request. Mr. Rose presented the preliminary plan to the community from the time of his purchase of his home. Mr. Rose stated that the new proposed development plan does not match the current plan and would substantially increase the number of people in the area and on the roads.

Mr. Wesley Wooten of Lewis Farms spoke in favor of request. Mr. Wooten stated this is a property rights issue. Mr. Wooten stated the staff did an excellent job of presenting the amendment and that as property owners they should have the right to use the property they own as they please. Mr. Wooten suggested the people who want to save trees need to be present at the July 10th meeting to save 6,000 acers trees in Pender County. Mr. Wooten stated that property values and land rights need to be protected with the freedom to do what is profitable.

Ms. Amy Shaffer readdressed the commissioners to rebut the

comments. Ms. Shaffer stated in order to be compliant with the plan the plan they present would not be compliant with the current plan. Mr. Adam Sosne of McAdams Homes addressed question about having feedback with the planning board and he stated they had met with the planning board several times one of the issues they experienced was receiving conflicting information. The do not want to connect through Carolina Creek. Chair Newton asked Mr. Sosne if he would like to table the request to reconvene to workout other access or opportunities. Mr. Sosne stated they are present now at the request of Pender County staff recommendation. They want to be a good neighbor and fit in with the neighborhood. What is being requested is no different than what the other communities in the area already have, it is impossible for them to get to 6 units per acer.

There were no further comments or questions from the commissioners.

Commissioner George made a motion to deny the future land use map amendment while the proposal is consistent with the Pender County 2.0 Comprehensive Land Use Plan, said denial is responsible and in the public interest does not further the goals of Pender County 2.0 Comprehensive Land Use Plan. The Pender County schools are over crowded and traffic is an issue in the area and the county has had to issue a water conservation. The County cannot support the increased density.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Motion by Commissioner George to deny the request to amend the Future Land Use Map from Low Density Residential to Medium Density Residential, seconded by Vice-Chair Hardee.

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

CARRIED.

22.3 Return to Closed Session

Moved by Jerry Groves, seconded by Wendy Fletcher-Hardee

Mr. Thurman requested the commissioners entertain the possibility to return to closed session to complete the unfinished items for the earlier closed session.

Returned to closed session at 7:52PM.

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

CARRIED.

23 ADJOURNMENT

Moved by Jerry Groves, seconded by Wendy Fletcher-Hardee

Motion by Commissioner Groves to end closed session and adjourn meeting, seconded by Vice-Chair Hardee. Meeting adjourned at 8:30PM

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

CARRIED.

Pender County
July 10, 2023, BOCC Meeting Minutes

TO:	Board of County Commissioners
FROM:	Alexis Stanfield
DATE:	August 7, 2023
SUBJECT:	July 10, 2023, BOCC Meeting Minutes

SUMMARY:
Attached are the July 10, 2023, BOCC Meeting Minutes.

ACTION REQUESTED:
Staff are requesting the approval of the July 10, 2023, BOCC Meeting Minutes.

MINUTES
Board of County Commissioners Meeting
Monday, July 10, 2023 4:00 PM
Pender County Public Assembly Room

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

MEMBERS ABSENT:

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

1 CALL TO ORDER

1.1 Chair Newton called the meeting to order at 4:00PM.

2 INVOCATION

2.1 Chair Newton led the innovation.

3 PLEDGE OF ALLEGIANCE

3.1 Commissioner George led the Pledge of Allegiance.

4 ADOPTION OF AGENDA

4.1 Before adopting the agenda, Chair Newton noted there was an additional item that was requested to be added to the agenda. Vice Chair Hardee made a motion to add the Energy Programs Outreach Plan to the agenda as item 9.12. Commissioner McCoy seconded the motion.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Vice Chair Hardee made a motion to add the Energy Programs Outreach Plan to the agenda as item 9.12. Commissioner McCoy seconded the motion.

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

CARRIED.

4.2 Commissioner McCoy made a motion to adopt the agenda with the additional item added. Vice Chair Hardee seconded the motion.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Commissioner McCoy made a motion to adopt the agenda with the additional item added. Vice Chair Hardee seconded the motion.

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

CARRIED.

5 PUBLIC HEARING

6 PUBLIC INFORMATION

6.1 Update on the Hurricane Florence Hazard Mitigation Grant Program from North Carolina Emergency Management staff

Daniel Adams introduced Steven McGugan, Steven Jackson, and Devan Francisco from NC Emergency Management (EM). Mr. McGugan present item 6.1. Mr. McGugan, assistant director of NC Emergency

Management, updated the Board about current projects, answered questions the Board had, and addressed Ms. Grady's concern with her home. Ms. Francisco will be the contact going forward for anyone with concerns.

7 PUBLIC COMMENT FOR AGENDA ITEMS

7.1 Members of the public addressed the Boards on agenda items.

Tammie Grady spoke on item 6.1: Update on the Hurricane Florence Hazard Mitigation Grant Program form NC Emergency Management. Ms. Grady stated she had applied for this grant a long time ago and has not heard anything. Ms. Grady stated she has no idea where in line she is to receive help or where her application stands.

Dennis and Johnathan Mote spoke on item 9.7 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2385-65-4988-0000 located off Willard Rd in Union. The Mote family previously attended the June 5, 2023, BOCC meeting and stated they were locked out of their account and unable to bid on this property. The item was tabled until the Finance department could investigate. Seeing the item on the agenda again, the Mote family reminded the Board of the account issue they had and voiced their desire for another chance to bid on the property. Meg Blue, Finance Director, addressed the Board and stated the Mote family was locked out due to incomplete identification process done by govdeals.com. Blue stated the summary sheet for item 9.7 does state this and three options the Board can explore regarding this item.

Kim Meyer spoke on item 9.1 Update on Changes at Abbey Nature Park & Consideration of Amended Lease Agreement and Capital Project Documents for construction of Abbey Nature Park. Ms. Meyers thanked Zach White, Buddy Avery, Patrick Buffkin, Justin Brantley, and Daniel Abrahams for speaking with her and others last Friday, July 7, 2023. Ms. Meyer stated that if Pender County could not save all of Abbey Nature, then this was a good step.

Jennifer Mackenzie also spoke on item 9.1. Ms. Mackenzie expressed her appreciation for Zach White, Buddy Avery, Patrick Buffkin, Justin Brantley, and Daniel Abrahams for speaking with her and others as well.

Laura Pury spoke on item 9.1 as well. She, too, thanked Zach White, Buddy Avery, Patrick Buffkin, Justin Brantley, and Daniel Abrahams for their efforts. Ms. Pury also voiced concerns with the park trails and encouraged staff and the Board to keep open communication with residents.

Caroline Lewis also spoke on item 9.1. Ms. Lewis stated she was here representing Poplar Grove Historic Site. Ms. Lewis started off thanking the staff who spoke with her and others, especially Zach White. Ms. Lewis spoke on her desires to have the poplar grove fence line adjoin with the new trail heads. There is currently a fifty-foot buffer between the neighborhood development and the fence line. Ms. Lewis encouraged the Board and staff to keep pushing to have the Poplar Grove buildings remain connected to the preservation as the natural habitat formerly serviced the buildings.

Andy Wood spoke last, also on item 9.1. Mr. Wood stated the Abbey Nature land adjoins with the Island Creek area. Mr. Wood informed the Board that he was here today to talk about a White Paper recently produced by Rodger Shew, UNCW Geologist, and himself regarding the ecosystem Island Creek. This area is a primarily a hydric soil wetland currently being developed. New Hanover County's Soil and Water Conservation has endorsed this White Paper. Mr. Wood stated this ecosystem is a biodiversity hotspot and has lost more than 70% of its natural area. Mr. Wood asked the Board to consider the land a wetland regardless of the ruling made by the Supreme Court. Mr. Wood stated the developments will have consequences if it continues as some of the truss already have black mold.

8 CONSENT AGENDA

8.1 Approval of Purchase Order to Ingram Library Services in the Amount of $71,000

8.2 Approval of Tax Releases and Refunds

8.3 Approval of Purchase Order to Mission Communications for SCADA Monitoring of PCU's Water & Sewer Systems

8.4 Approval of FY 2024 Blanket Purchase order for Supplies for 072 Water and Sewer

8.5 Approval of a Purchase Order to AquaSmart for Well Water Treatment Chemicals

8.6 Approval of a Purchase Order for Veterinarian Services to Joni Shimp in the amount of $65,000

8.7 Approval of a Budget Amendment to increase Health Department Revenues and Expenditures for FY 23-24: $4,000

8.8 Approval of a Purchase Order to LabCorp of America Holdings for laboratory services in the amount of $75,000.

8.9 Approval of a Purchase Order for Health Department medical supplies

to Theracom in the amount of $46,085.

8.10 Approval of a Purchase Order for Health Department Contracted Services to Pender County Schools in the amount of $150,000

8.11 Approval of a Purchase Order for a Contract Medical Director in the amount of $45,000.

8.12 Approval of a Purchase Order for Contract Dental Services to Kathy Barnes, DDS in the amount of $218,916.

8.13 Approval of a Purchase Order to Sanofi Pasteur for Flu Vaccine in the amount of $49,000

8.14 Approval to carryover and re-budget Purchase Order #507 to the UNC Institute of Public Health in the amount of $25,000

8.15 Approval of a Purchase Order to Target Specialty Products in the amount of $80,000.

8.16 Approval of Purchase Order and Renewal of ESRI Contract for GIS Licensing and Annual Maintenance in the amount of $56,700.

8.17 Approval of a Purchase Order to Softchoice for Renewal of Cybersecurity Intrusion Detection and Prevention System in the amount of $59,260.00.

8.18 Approval of a Purchase Order to Software House International (SHI) for Barracuda Backup Server Annual Support & Maintenance Renewal in the amount of $46611.96.

8.19 Approval of a Purchase Order to Huntington Leasing Corporation for Annual IT Infrastructure Renewal in the amount of $462,614.48.

8.20 Approval of Purchase Order to MCCi for Laserfiche Document Management System Annual Renewal in the amount of $42,142.50.

8.21 Approval of a Purchase Order to Software House International (SHI). for Barracuda Total Email Protection for Microsoft Office 365 Annual Support & Maintenance Renewal in the amount of $66,339.00.

8.22 New Memorandum of Agreement Between NC State University and Pender County Government

8.23 June 5, 2023, Board of County Commissioners Meeting Minutes

8.24 Approval of a Purchase Order to Bill Carone Chevrolet - GMC for a 2023 GMC Truck in the amount of $48,404.

8.25 Request for approval of purchase order to Jeff Gordon Chevrolet in the amount of $102,553.45 for two Chevrolet Silverado 1500's

8.26 Approval of a Purchase Order to purchase replacement vehicles in the amount of $249,470

8.27 Approval of a Purchase Order to Bill Carone Ford for a 2023 F-150 Truck in the amount of $48,744.

8.28 Consideration of Approval of a Contract for Construction of Picnic Shelter/Restroom at Penderlea Park

Moved by Brad George, seconded by Fred McCoy

Commissioner George made a motion to approve the agenda with the additional item (9.12) added. Commissioner McCoy seconded the motion.

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

CARRIED.

9 APPROVALS AND RESOLUTIONS

9.1 Update on Changes at Abbey Nature Park & Consideration of Amended Lease Agreement and Capital Project Documents for construction of Abbey Nature Park

Patrick Buffkin, Staff Attorney, presented the Update on Changes at Abbey Nature Park & Consideration of Amended Lease Agreement and Capital Project Documents for construction of Abbey Nature Park. Buffkin began the presentation by giving the Board some background information on Abbey Nature and went over some of the changes being made. Buffkin also addressed the confusion on the number of acres the County had secured. Mungo Homes (Clayton Properties Group) has leased a portion of the property to Pender County. Part of the property is a conservation and cannot be developed. The other part of the property is zoned as residential performance and can be developed. Currently the park access is "temporary" under a lease agreement with Mungo Homes. Mungo Homes is ready to begin development of the RP zoned area. Pender County has four goals: 1) ensure that Abbey Nature Preserve remains open to the public, 2) establish a modern, more permanent park facility, 3) protect as much of the property features as possible, and 4) find cost savings to reduce impact to the County budget. Buffkin reported County staff has reached an agreement with

Mungo Homes on plans that achieve all four of these goals. Buffkin covered the estimated development timeline, which spans from June 2023 to as long as 2026. The public entrance to the park will be moved in the future to avoid any construction traffic. Buffkin also shared with the Board the concept plan for the future park access which includes a parking lot for 64 cars, updated bathrooms, etc.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Commissioner George made a motion to approve the consideration of the amended lease agreement. Vice Chair Hardee seconded the motion. Motion carried.

Commissioner George made a motion to the approve the Budget Ordinance Amendment and Project Budget Ordinance. Vice Chair Hardee seconded the motion. Motion carried.

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

CARRIED.

9.2 Update on New Law Enforcement Center and Consideration to Approve Mosley Architects to Resume the Construction Documents Phase of the Project.

Alan Cutler, Sheriff, addressed the Board first. Sheriff Cutler stated Moseley Architects were here tonight and would be presenting the item. Moseley Architect began by thanking the Board for allowing them to be there. The new law enforcement center project history was presented. The initial law enforcement center phase I began in May 2011 and in October 2021 Phase II design phase began. In July 2022, the project was put on hold pending deed restrictions needing resolution. In June 2023, the restrictions were resolved with State Legislature. Moseley Architect addressed the Board. Meg Blue, Finance Director, addressed the Board to go over the financials of this new building.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Commissioner George made a motion to approve this item. Vice Chair Hardee seconded the motion.

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

CARRIED.

9.3 2022 Tax Settlement and Order to Collect 2024 and prior Year Taxes

Melissa Radke, Tax Administrator, presented the 2022 Tax Settlement and Order to Collect 2024 and prior Year Taxes. Radke noted the agenda says 2024 but it should be 2023. She also noted that because of her needing information through June 30th, 2023, the Board would not have a printout of her presentation. A statutory report is required by NC GS 105-373. It is designed to show the governing board how the collector is doing and must be accepted before the Tax collector may be charged with the next year's tax levy and be able to collect any taxes from prior years. Included in the tax settlement is a list of all persons, including amounts due, still owing property from taxes from 2022, NCVTS Year End Report, Insolvent List. Report of diligent efforts to collect unpaid taxes. Currently, Pender County has $2,447,084.75 in Real Property Delinquents and $549,643.09 in Personal Property Delinquents. Radke noted that Pender County has a ten (10) year statute of limitations, meaning Pender County can only collect taxes going back ten (10) years. After those ten years, they go on the insolvent list. The unpaid taxes will sit on the list for five (5) years. After five years, the Tax collector can ask the Board to approve writing them off to zero ($0). Radke asked the Board to approve putting the 2010-2012 personal property tax and MV bills on the insolvent list. The Pender County collection rate for 2022 is 96.47%. Radke stated that it is impossible to have a 100%, but she would do her best to get Pender County as close to it as possible. Radke went over Enforced Collects: Wage / Bank Garnishments. This year 239 garnishments were sent out, including 760 delinquent bills. Radke also covered her goals for the 2023-2024 fiscal year. Radke answered questions from the Board.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Commissioner McCoy made a motion to accept and settle the current and prior tax years. Vice Chair Hardee seconded the motion. Motion carried.

Commissioner George made a motion to approve the collection of 2022 and prior year taxes. Commissioner McCoy seconded the motion. Motion carried.

Commissioner McCoy made a motion to approve the collection of 2023 taxes. Commissioner Groves seconded the motion. Motion carried.

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

CARRIED.

9.4 Approval to move forward with Reappraisal RFP process

Melissa Radke, Tax Administrator, presented the approval to move forward with Reappraisal RFP Process. Currently, Pender County is scheduled for reappraisal for January 2027. Radke encourages the Board to move the reappraisal process forward to January 2026. The tax office plans to have a recommendation for vendor by the August 21st, 2023, BOCC meeting. Radke went over the general statues following reappraisal. This process needs to be done every eight (8) years. Pender County's last reappraisal was in 2019. Although the statute states every eight years, NCDOR has recommended for a number of years NC Counties move to a four (4) year reappraisal cycle. Radke and the County Manager's office recommends Pender County begin the process because the PSC values are equalized, with a 40% reduction. This equates to a loss of $417,100 in PSC annually. There is approximately $53,430 in PSC revenue across all fire districts annually. Additionally, the 2023 sales ratio is only 62.66%. This means the County has property undervalued by 37.34%. There is currently a loss of $25,360,502 in revenue and a loss of $2,818,430 in revenue across all fire districts annually. Chair Newton asked how long this process would take. Radke answered stating it takes on average 3 to 3.5 years.

Moved by Brad George, seconded by Fred McCoy

Commissioner George made a motion to approve item 9.4. Commissioner McCoy seconded the motion.

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

CARRIED.

9.5 Approval of Purchase Orders and Budget Ordinance Amendment to Fairway Ford & Hendrick Dodge for Vehicle Purchases for FY24

James Proctor, Public Utilities Deputy Director, presented to the Board. Proctor is requesting the Board approve the transfer of $40,000 from the Fund balance to pay for seven (7) vehicles. Originally, Utilities had budgeted for the new vehicles but the price had increased since then.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Commissioner McCoy made a motion to approve item 9.5. Vice Chair Hardee seconded the motion.

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

CARRIED.

9.6 Approval of Purchase Order to Central Carolina Holdings, LLC for Tire Recycling & Disposal Services for FY24

Kenny Keel, Utilities Director, presented the Approval of Purchase Order to Central Carolina Holdings, LLC for Tire Recycling & Disposal Services for FY24. This item was on the June 19, 2023, BOCC meeting but was tabled due to the Board having questions. Keel informed the Board that he did not have specific answers for the Board's previously asked questions on the number of tires being disposed of/ recycled. Keel gave the Board a number of reasons as to why such as information not being available, high intakes, and how tires are measured by weight. Pender County is preparing a plan to be able to collect that data in the future. Chair Newton asked for Clarification on what the Utilities department is asking for. Keel informed the Board that he was looking for approval of the Purchase Order to Central Carolina Holdings, LLC. This is a five-year contract and Pender County is one-year in. Vice Chair Hardee shared her concern for the pricing, stating she feels this is too expensive.

Moved by Fred McCoy, seconded by Brad George

Commissioner McCoy made a motion to approve item 9.6. Commissioner George seconded the motion.

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

CARRIED.

9.7 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2385-65-4988-0000 located off Willard Rd in Union

Meg Blue, Finance Director, presented item 9.7 to the Board. This surplus property is a 1988 tax foreclosure. It is a ten (10) acre wooden lot. Blue stated this surplus property was originally on the June 5, 2023, BOCC Meeting agenda but was tabled when a resident voiced issues with the bidding process. Pender County staff were to investigate the issues and report back. Staff found the resident had not verified their identity with Govdeals.com so their account was locked and they were not able to bid. Pender County is not involved with GovDeals.com verification process. Staff encouraged the resident to reach out to

GovDeals.com to rectify the issue with the locked account. Staff recommend the Board approves the sale to bidder who had won. Other options presented to the Board include rejecting all bids and reauctioning the property on GovDeals.com or rejecting all bids and maintaining possession of the property. Blue answered any questions the Board had.

Commissioner McCoy made a motion to approve the sale of the property. There was no seconding of the motion. Motion failed.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Commissioner George made a motion to reject the offer and rebid the surplus property. Vice Chair Hardee seconded the motion. Motion carried.

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

CARRIED.

9.8 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 4226-74-2369-0000 off of Green Sharpless Road in Topsail

Meg Blue, Finance Director, presented item 9.8 to the Board. This surplus property is a 1970 tax foreclosure. It is a residential lot. The tax value for this property is listed at $18,200. The County received a bid for $18,200.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Commissioner McCoy made a motion to approve the sale of surplus property. Vice Chair Hardee seconded the motion.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			

Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

9.9 Authorization to Proceed with Closing on Purchase of Real Property and Related BOA & PO - 9150 US 117, Rocky Point PIN-3234-87-4925-0000

Meg Blue, Finance Director, presented the Authorization to Proceed with Closing on Purchase of Real Property and Related BOA & PO - 9150 US 117, Rocky Point PIN-3234-87-4925-0000. The budget amendment is for $1,540,000 from the general funds, Funds Balance. Originally this property was just over eighty (80) acres however, thirty (30) acres has since been place in nature conservatory. Pender County will be purchasing fifty-five (55)) acres. This property is located by the elementary school. This school is looking to use this for their school bond projects. Pender County has discussed this property with the school, and they have agreed to it. Blue answered questions from the Board.

Moved by Brad George, seconded by Fred McCoy

Commissioner George made a motion to approve the Authorization to Proceed with Closing on Purchase of Real Property and Related BOA & PO - 9150 US 117, Rocky Point PIN-3234-87-4925-0000. Commissioner McCoy seconded the motion.

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

CARRIED.

9.10 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-3885-0000 off of Union Chapel Road in Burgaw

Meg Blue, Finance Director, presented item 9.10 to the Board. This surplus property is a 2019 tax foreclosure. The tax value for this property is listed at $6,175. The County received a bid for $6,175.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Commissioner McCoy made a motion to approve item 9.10. Vice Chair Hardee seconded the motion.

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

CARRIED.

9.11 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-5471-0000 off of Union Chapel Road in Burgaw

Meg Blue, Finance Director, presented item 9.11 to the Board. This surplus property has a tax value of $6,175. It has been auctioned four (4) times. Originally, a resident had bid on this property and two others surrounding it. The resident was awarded the two surrounding properties but not this one. The County has received a bid from this resident for $5,275 ($900 under tax value).

Moved by Brad George, seconded by Jerry Groves

Commissioner George made a motion to approve the sale of surplus property. Commissioner Groves seconded the motion.

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

CARRIED.

9.12 Energy Programs Outreach Plan

This item was added to the agenda before the agenda was approved. Wes Stewart, DSS Director, presented the Energy Programs Outreach Plan. Annually, DSS comes before the Board to get this programs plan approved. The Energy Programs Outreach Plan is essentially the plan that DHS follows to inform the public of assistance programs available. This plan needs to be approved by July 24th, 2023.Chair Newton asked when the funding for these programs will come into effect. Stewart informed the Board that the Crisis Program is already being funded. The LIEAP (Low Income Energy Assistance Program) typically begins in December.

Moved by Brad George, seconded by Jerry Groves

Commissioner George made a motion to approve the Energy Programs Outreach Plan. Vice Chair Hardee seconded the motion.

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

CARRIED.

10 DISCUSSION

11 APPOINTMENTS

11.1 Carol Peay Board Reappointment to the ABC Board

Carol Peay has been on the ABC Board for two terms. Her last term expired on June 30, 2023. The Board made a motion to approve Ms. Peay for a third term. The motion carried. This term will run from July 1, 2023, to June 30th, 2026. This will be Ms. Peay's last term.

Moved by Jerry Groves, seconded by Wendy Fletcher-Hardee

Commissioner Groves made a motion to approve Carol Peay's ABC Board Reappointment. Vice Chair Hardee seconded the motion.

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

CARRIED.

12 MAPLE HILL WATER AND SEWER DISTRICT

13 ROCKY POINT WATER AND SEWER DISTRICT

14 SCOTTS HILL WATER AND SEWER DISTRICT

15 MOORES CREEK WATER AND SEWER DISTRICT

16 CENTRAL PENDER WATER AND SEWER DISTRICT

17 PENDER COUNTY BOARD OF HEALTH

18 SOCIAL SERVICES BOARD

18.1 Medicaid Expansion Dollars- DSS Plan to Maximize their Use

Wes Stewart, DSS Director, presented the Medicaid Expansion Dollars- DSS Plan to Maximize their Use. Pender County received two allocations of funds. The first allocation was designated as Medicaid Expansion Dollars in the amount of $58,810.00. The second allocation was designated as Medicaid Gap Funding in the amount of $165,437.00. During budget negotiations with the County Manager, DSS was approved nine (9) income maintenance caseworkers. DSS Director requested if the state provided promised funding, DSS be allowed to hire two (2) social worker positions. This was approved. DSS is now requesting additional positions through the second allocation funding. DSS is requesting funding to hire additional quality assurance/quality improvement training supervisor at a cost of $72,436.22 including fringe benefits, an income maintenance supervisor, senior at a cost of $76,292.38 including fringe benefits, an income maintenance caseworker III at a cost of $60,907.54 including fringe benefits, and seven (7) income maintenance caseworkers II at a cost of $399,429.20 including fringe benefits. These positions are in addition to the position approved during budget negotiations. The NC budget still needs to be

signed by the Governor and CMS. Stewart answered the Board's questions. Chair Newton voiced she felt this was pre-mature and asked if this was something the Board could revisit. Stewart said yes but voiced concerns over the timeline because the hiring and training process would take six (6) to nine (9) months. Stewart noted this item is at no cost to the county.

Moved by Fred McCoy, seconded by Brad George

Commissioner McCoy made a motion to approve the item. Commissioner George seconded the motion.

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

CARRIED.

19 PUBLIC COMMENT

19.1 Public Comment

Laura Puryear was called to address the Board. Ms. Puryear did not respond.

Michelle Hickman was called to address the Board. Ms. Hickman wanted to voice her concerns with the bulldozers clear cutting the land in Scotts Hill. Ms. Hickman referenced article eight (8) in the Ordinance. Ms. Hickman stated she felt that Scotts Hill is being left in destruction and the future legacy of Pender County is being destroyed. Ms. Hickman stated she wanted to change the Ordinances through the Planning and Community Development and fill out a zoning text amendment form. It was noted this form is $250. Ms. Hickman stated she has the $250 but cannot afford an attorney to decipher the legal language used. Ms. Hickman asked the Board to step in and help.

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

21 CLOSED SESSION (IF APPLICABLE).

Moved by Jerry Groves, seconded by Wendy Fletcher-Hardee

Commissioner Groves made a motion to go into closed session under item three (3) Attorney Client Privilege including the case Coastal Pines vs Pender County 22 CBS 1029. Vice Chair Hardee seconded the motion. Motion carried.

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

CARRIED.

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

22.1 REZONE 2023-48: Request to rezone two parcels totaling approximately 2.66 acres from the RP, Residential Performance zoning district to the GB, General Business zoning district in the Topsail Township

Daniel Adams, Planning Director, presented this item. Brian Nadeau is the applicant on behalf of Gregory and Mary Nolan, the owners of the property. The request is to rezone two tracts of land totaling approximately 2.66 acres from the residential performance zoning district to the general business zoning district. The annual average daily traffic volume is 46,000. The planning capacity is 44,678, and the volume to capacity ratio is 1.03. The Planning Board approve the rezoning of these two tracts on June 6, 2023. Henry Nadeau from Creative Commercial Properties spoke to the Board in support of the rezoning.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Commissioner George made a motion to approve the rezoning of the two tracts. Vice Chair Hardee seconded the motion.

	For	Against	Abstained	Absent
Fred McCoy	x			

Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

22.2 REZONE 2023-49: Request to rezone one parcel totaling approximately 1.64 acres from the RM-CD1, Residential Mixed Conditional zoning district, to the GB, General Business zoning district in the Topsail Township

Justin Brantley, Senior Planner, presented the rezoning item. Henry Nadeau, applicant, and Taylor-Meadows Lands, LLC, owner, are requesting the approval of a zoning map amendments to rezone one tract of land totaling approximately 1.64 acres from Residential mixed conditional zoning district to general business zoning district. This tract is zoned with a housing development consisting of 106 single family homes. At one time this area was all one parcel but has since been broken down into separate parcels, as some of the area is highly protected wetlands. This road by this tract, between NC 210 and Morris Dr., show a volume of 44,500, a planning capacity of 37,323, and a volume to capacity ratio of 1.20. The Planning Board approved this rezoning on June 6, 2023. Henry Nadeau addressed the Board.

Moved by Brad George, seconded by Fred McCoy

Commissioner George made a motion to approve the rezoning on the parcel. Commissioner McCoy seconded the motion.

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

CARRIED.

22.3 REZONE 2023-53: Request to rezone one parcel totaling approximately

6.5 acres from the EC, Environmental Conservation zoning district to the RP, Residential Performance zoning district in the Topsail Township

Justin Brantley, Senior Planner, presented the rezoning item. Pender County Planning and Community Development, applicant, on behalf of Channing Langrudi, owner, is requesting the approval of a zoning map amendment to rezone on tract totaling approximately 6.5 acres of Land from the Environmental Conservation zoning district to the Residential Performance zoning district. This property was annexed into Surf City in 2013. In June of 2022, the property was deannexed from Surf City and was put back into the County's jurisdiction. Per Pender County's UDO, all lands within the jurisdiction of Pender County which are not under water and are not shown as included within the limits of any district shall be considered to be an environmental conservation district, until otherwise classified by amendment to the Ordinance. Without rezoning this tract, development on the land is limited. The annual average daily traffic volume on the road along this tract is 18,500. The capacity is 20,973*. The volume to capacity ratio is .88. The Planning Board approved the rezoning of this tract on June 6, 2023. Henry Nadeau addressed the Board and explained the annexing and deannexing of the tract. Two Motions need to be made tonight. The first motion would be for Future Land Use Map Amendment and the other would be a motion for rezoning.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Commissioner George made a motion to approve the Future Land Use Map Amendment and to make a finding that the approval is consistent with Policy 5.I.C. and Policy 5.I.V. Vice Chair Hardee seconded the motion.

Commissioner George made a motion to approve the Zoning Map Amendment and to make a finding that the approval is consistent with Policy 5.I.C. and Policy 5.I.V. Vice Chair Hardee seconded the motion.

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

CARRIED.

22.4 SUP 2022-35: Special Use Permit Request for the Construction and Operation of a Solar Farm in the Burgaw, Columbia, and Union Townships. On Remand from the Superior Court by Order issued May 22, 2023 (22 CVS 1029)

Trey Thurman, County attorney, presented this item, explaining that this Special Use Permit application is on remand from the Superior Court by Order and detailing the procedure and other matters related this application. The Board resumed deliberations on this item and voted to deny the requested permit.

Moved by Fred McCoy, seconded by Jerry Groves

Commissioner McCoy made a motion to deny the Special Use Permit Request. Commissioner Groves seconded the motion.

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

CARRIED.

23 ADJOURNMENT

Moved by Jerry Groves, seconded by Wendy Fletcher-Hardee

Commissioner Groves made a motion to adjourn the meeting. Vice Chair Hardee seconded the motion. Motion carried.

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

Pender County
Resolution and Letter of Support for the Wilmington Urban Area Metropolitan Planning Organization's grant application for a Resilience Improvement Plan

TO:	Board of County Commissioners
FROM:	Abby Lorenzo
DATE:	August 7, 2023
SUBJECT:	Resolution and Letter of Support for the Wilmington Urban Area Metropolitan Planning Organization's grant application for a Resilience Improvement Plan

SUMMARY:
The Wilmington Urban Area Metropolitan Planning Organization (WMPO) is seeking a resolution and letter of support for their grant application for a Resilience Improvement Plan to be submitted to the United States Department of Transportation's Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Grant program.

The 2021 Bipartisan Infrastructure Law (BIL) established the new PROTECT discretionary program with $1.4 billion in appropriated funds over five years. The PROTECT program vision is to “fund projects that address the climate crisis by improving the resilience of the surface transportation system, including highways, public transportation, ports, and intercity passenger rail.” Two grant award types are offered: planning grants and resilience improvement grants. PROTECT planning grants support the development of a Resiliency Improvement Plan that applies a systemic approach to evaluating transportation system vulnerabilities and that identifies short- and long-term planning activities and investments to improve resilience. Planning grants offer a 100% federal cost share, requiring no local matching funds. In addition, projects identified within a Resilience Improvement Plan then become eligible for resilience improvement grants through PROTECT.

In June, the WMPO Board directed staff to prepare an application for the ongoing FY22/FY23 PROTECT Notice of Funding Opportunity for a planning grant to develop a Resilience Improvement Plan for the WMPO planning area.

ACTION REQUESTED:
To consider approving the resolution and letter of support for the WMPO's PROTECT grant application

ATTACHMENTS:
1. Resolution
2. Letter of Support

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 SUPPORT FOR THE WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION'S RESILIENCE IMPROVEMENT PLANNING GRANT APPLICATION THROUGH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S PROMOTING RESILIENT OPERATIONS FOR TRANSFORMATIVE, EFFICIENT, AND COST-SAVING TRANSPORTATION PROGRAM

WHEREAS, the United States Department of Transportation has developed a discretionary grant program to address surface transportation resilience to natural hazards through the new Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Program; and

WHEREAS, the Bipartisan Infrastructure Bill has appropriated $848 billion for the PROTECT Program through FY 2026; and

WHEREAS, the program supports the development of a Resilience Improvement Plan that addresses immediate and long range transportation network needs related to comprehensive natural hazard preparedness to limit transportation disruptions, and to identify and assess areas of vulnerability within the transportation network to be considered and prioritized for future resiliency projects; and

WHEREAS, the PROTECT Program encourages that entities, including local governments, that are interested in obtaining implementation funds through the PROTECT Program have an adopted Resilience Improvement Plan; and

WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization planning area has observed transportation network disruptions due to natural hazard events such as flooding and has a high likelihood of future flooding and severe weather events such as hurricanes; and

WHEREAS, a Resilience Improvement Plan that covers the Wilmington Urban Area Metropolitan Planning Organization would include Pender County.

NOW THEREFORE, BE IT RESOLVED that Pender County supports the application from the Wilmington Urban Area Metropolitan Planning Organization to develop a Resilience Improvement Plan for the Greater Wilmington region through the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Program.

Adopted and approved the 7 day of August, 2023.

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

August 7, 2023

The Honorable Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Support for the Wilmington Urban Area Metropolitan Area Planning Organization's Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Discretionary Grant Application

Dear Mr. Buttigieg,

We are issuing this letter in support of the Wilmington Urban Area Metropolitan Planning Organization (WMPO) and their application for funding under the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Discretionary Grant Program, to develop a comprehensive surface transportation resilience improvement plan for the Wilmington, NC metropolitan region.

As the regional Metropolitan Planning Organization for the Greater Wilmington, North Carolina metropolitan area, the WMPO is highly qualified to lead the development of a resilience improvement plan as they operate on a regional scale to provide multimodal transportation network planning and technical service support to their member jurisdictions and planning partners. The WMPO also works to identify projects and funding sources to grow and improve the transportation network within their planning area while facilitating regional collaboration in the best interest of the public. Public safety and equity are critical components of the work the WMPO undertakes and both topics are at the forefront of their planning initiatives. Furthermore, the WMPO has a history of involvement in regional resilience initiatives through collaboration on university studies, staff publications, and inclusion of resiliency topics in past metropolitan transportation plans.

In Pender County, we coordinate closely with the WMPO on the development of various plans, including a collector street plan and a bicycle and pedestrian plan. Additionally, WMPO staff support our County through grant implementation projects and technical support for development review.

In conclusion, Pender County fully supports the WMPO as they seek federal funding under the PROTECT program to develop a surface transportation resilience improvement plan that would include our jurisdiction, and that will aim to reduce negative impacts to our transportation network and improve public safety related to natural hazard events such as flooding. We encourage you to look favorably on their application, and thank you for your consideration of this letter.

Sincerely,

Jacqueline A. Newton, Chair
Pender County Board of Commissioners

Pender County
Resolution Authorizing Approval of Burgaw Pyrotechnic Display on December 31, 2023, in Accordance with North Carolina General Statute 14-413.

TO:	Board of County Commissioners
FROM:	Tommy Batson
DATE:	August 7, 2023
SUBJECT:	Resolution Authorizing Approval of Burgaw Pyrotechnic Display on December 31, 2023, in Accordance with North Carolina General Statute 14-413.

SUMMARY:
The Pender County Fire Marshal Office has received a request from the Town of Burgaw to allow a fireworks display at Burgaw Middle School, Burgaw NC on December 31, 2023. The North Carolina Office of State Fire Marshal now requires the Board of County Commissioners to approve all pyrotechnic displays under N.C.G.S. 14-413. This requirement was implemented as a result of a fireworks truck explosion that occurred while preparing for a show in Ocracoke, NC in 2009 in which four people were killed. The State of North Carolina Legislature passed the 2010 North Carolina Pyrotechnics Act that modified the General Statutes to define the term fireworks "expert" as a state requirement to obtain a display operator's permit (N.C.G.S. 14-410) effective February 1, 2010. The Burgaw Fire Marshal will be on site for review and approval of the complete setup, display shooting and cleaning up from the pyrotechnic display. The pyrotechnic display will be a public display in Burgaw NC. It will be conducted by an approved and licensed fireworks company, Pop Enterprise LLC Snow Hill NC. The display will meet all rules and regulations set by NC Code Fire Code, NFPA 1123, NFPA 1126, OSFM, and AFT. Cop Enterprise LLC meets all the liability insurance requirements set by the State of North Carolina and the Fire Marshal Office recommends approval of their request.

ACTION REQUESTED:
Board hereby approves the resolution authorizing a public pyrotechnic display a at Burgaw Middle School, Burgaw NC on December 31, 2023, under N.C.G.S. 14-413. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

Pender County
Resolution of support for the NCDOT Rail Division's Corridor Identification and Development Program application for the Wilmington to Raleigh corridor

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	August 7, 2023
SUBJECT:	Resolution of support for the NCDOT Rail Division's Corridor Identification and Development Program application for the Wilmington to Raleigh corridor

SUMMARY:
The United States Department of Transportation's Federal Railroad Administration (FRA) has established a Corridor Identification and Development Program which aims to create a framework for identifying and developing new or improved intercity passenger rail services. The North Carolina Department of Transportation (NCDOT) is serving as the applicant for 12 corridors within the state that will be submitted to FRA for this program. The Wilmington to Raleigh corridor is among the 12 corridors included on the NCDOT submission.

The Wilmington Urban Area Metropolitan Planning Organization (WMPO) is in support of this program and their Board has adopted a resolution supporting the efforts of NCDOT's submission for the Wilmington to Raleigh corridor. The proposed rail corridor could provide several benefits to the County, including economic advancement/development opportunities, connectivity and safety.

ACTION REQUESTED:
To consider adopting a resolution supporting the NCDOT's submission of the rail corridor between Wilmington and Raleigh for the FRA's Corridor Identification and Development Program.

ATTACHMENTS:
1. Resolution
2. NCDOT Rail System Map
3. Corridor Identification and Development Program Preview

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

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

RESOLUTION SUPPORTING THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION'S SUBMISSION OF THE RAIL CORRIDOR BETWEEN WILMINGTON AND RALEIGH FOR THE FEDERAL RAILROAD ADMINSTARTION'S (FRA) CORRIDOR IDENTIFICATION AND DEVELOPMENT PROGRAM

WHEREAS, the Pender County Board of Commissioners provides governing authority and representation for the people of the County of Pender in North Carolina; and

WHEREAS, the Corridor Identification and Development (Corridor ID) Program was included as part of the Infrastructure Investment and Jobs Act (IIJA) that was signed by President Biden on November 15, 2021; and

WHEREAS, the Federal Railroad Administration established the Corridor Identification and Development Program within 180 days of enactment; and

WHEREAS, the Corridor ID Program creates a foundational framework for identifying and developing new or improved intercity passenger rail (IPR) services; and

WHEREAS, the North Carolina Department of Transportation will submit twelve corridors to FRA for consideration for participating in the program and obtaining grant funding; and

WHEREAS, the rail corridor between Wilmington and Raleigh is one of the twelve corridors that will be submitted by the North Carolina Department of Transportation; and

WHEREAS, the North Carolina Department of Transportation is currently refreshing the Southeastern Passenger Rail Study that was completed in 2005 with the update anticipated to be complete later this year; and

WHEREAS, intercity passenger rail is a valuable and necessary component of the future transportation network of North Carolina; and

WHEREAS, the County of Pender would experience multiple benefits through the establishment and future implementation of the Wilmington to Raleigh rail corridor; and

WHEREAS, these anticipated benefits include safety, connectivity, economic advancement, and supporting overall county growth.

NOW THEREFORE, be it resolved that the Board of the County Commissioners for the County of Pender hereby supports the North Carolina Department of Transportation's submission of the rail corridor between Wilmington and Raleigh for the Federal Railroad Administration's Corridor Identification and Development Program.

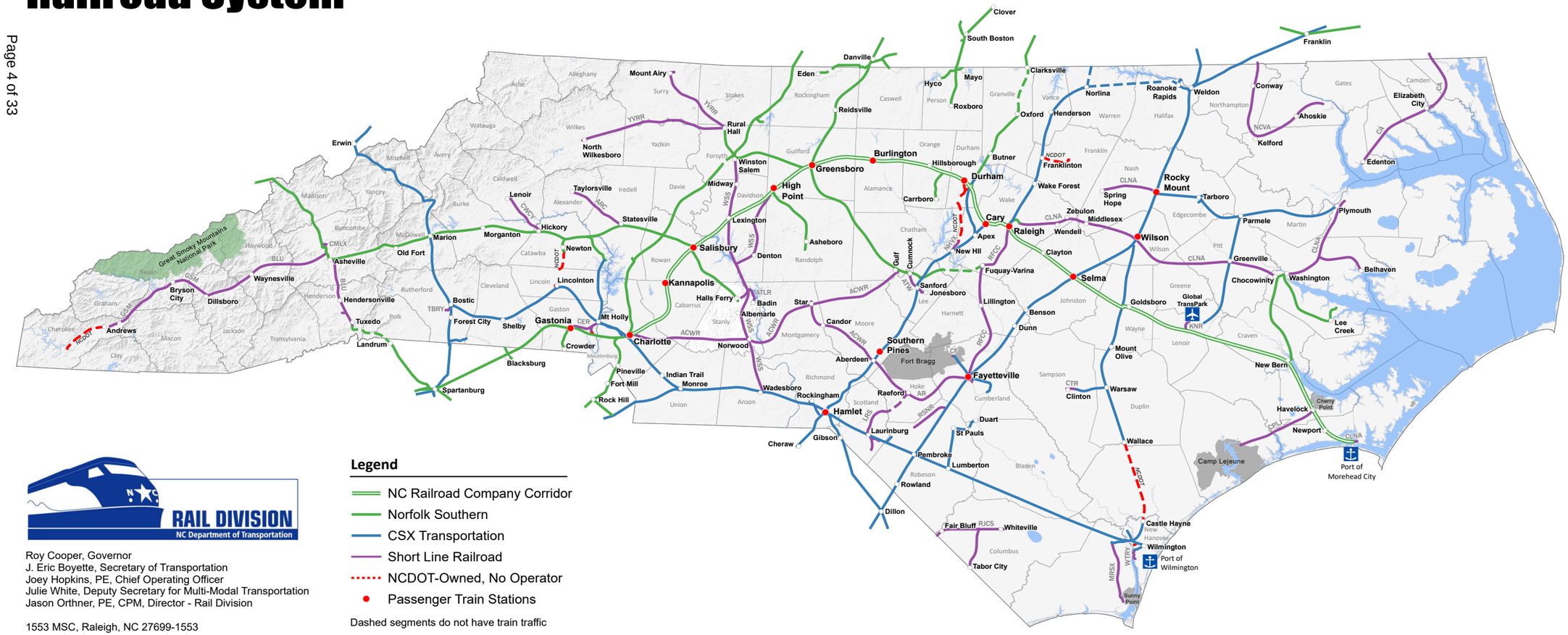
ADOPTED at a regular meeting of the Pender County Board of County Commissioners on August 7, 2023.

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

ATTEST:

_____
David Andrews, Clerk to the Board

North Carolina
Railroad System



Legend

- NC Railroad Company Corridor
- Norfolk Southern
- CSX Transportation
- Short Line Railroad
- NCDOT-Owned, No Operator
- Passenger Train Stations

Dashed segments do not have train traffic

RAIL DIVISION
NC Department of Transportation

Roy Cooper, Governor
J. Eric Boyette, Secretary of Transportation
Joey Hopkins, PE, Chief Operating Officer
Julie White, Deputy Secretary for Multi-Modal Transportation
Jason Orthner, PE, CPM, Director - Rail Division

1553 MSC, Raleigh, NC 27699-1553
Phone: (919) 707-4700, Fax: (919) 715-6580

NC BY TRAIN

Information & Reservations: ncbytrain.org or 1-800-BY-TRAIN (1-800-298-7246)

Train Stations

Burlington	Greensboro	Rocky Mount
Cary	Hamlet	Salisbury
Charlotte	High Point	Selma
Durham	Kannapolis	Southern Pines
Fayetteville	Raleigh	Wilson
Gastonia		

Railway Association of North Carolina www.ncrailways.org
For an online NCDOT North Carolina Rail System map, visit http://arcg.is/1hTuBMl

Code	Railroad	Code	Railroad	Code	Railroad
ACWR	Aberdeen Carolina & Western Railway	CMLX	Craggy Mountain Railroad	NCVA	North Carolina & Virginia Railroad
AR	Aberdeen & Rockfish Railroad	CPLJ	Camp Lejeune Railroad Company	NHVX	New Hope Valley Railroad
ARC	Alexander Railroad	CSX	CSX Transportation	NS	Norfolk Southern
ATLR	Atlantic Railways Co. LLC	CTR	Clinton Terminal Railroad	RFCC	Raleigh and Fayetteville Railroad LLC
ATW	Atlantic & Western Railway	CWCY	Caldwell County Railroad	RJCS	R J Corman Railroad Co/Carolina Lines, LLC
BLU	Blue Ridge Southern Railway	DOD	Department of Defense	RSNR	Red Springs & Northern Railroad
CA	Chesapeake & Albemarle Railroad	GSM	Great Smoky Mountains Railroad	TBRY	Thermal Belt Railway
CER	Charlotte Western Railroad	KNR	Kinston Railroad, LLC	WSS	Winston-Salem Southbound Railway
CF	Cape Fear Railways	LRS	Laurinburg & Southern Railroad Company	WTRY	Wilmington Terminal Railroad
CLNA	Carolina Coastal Railway	MRSX	Military Ocean Terminal Sunny Point	YVRR	Yadkin Valley Railroad
CMIZ	Champion Mill	NCMX	North Carolina Transportation Museum		

NCDOT BeRailSafe
BeRailSafe.org

The quickest way to report a rail emergency:
Locate the blue sign at the crossing.
Call the number on the sign.
Identify your location.
If there is no blue sign at the crossing, Dial 911 to report a rail emergency.

January 2023

NORTH CAROLINA RAILROAD DIRECTORY

Class 1 Railroads

Code	Railroad Name & Address	Contact	Position	Phone / Fax	Email Address
CSX	CSX Transportation 500 Water St Jacksonville, FL 32202	John Dillard	Resident Vice President - State Government Affairs	(803) 748-1280 (P) (803) 748-1338 (F)	John_Dillard@csx.com
NS	Norfolk Southern Corporation 650 W. Peachtree St NW Atlanta, GA 30308	Timothy Bentley	Regional Vice President – Public Relations	(804) 292-3434	Timothy.Bentley@nscorp.com

Short Line Railroads and Other Rail Entities

Code	Railroad Name & Address	Contact	Position	Phone / Fax	Email Address
ACWR	Aberdeen, Carolina, & Western Railway 967 NC Hwy 211 East Candor, NC 27229	Jennifer White	President	(910) 974-4219 (P) (910) 974-4248 (F)	jwhite@acwr.com
		Anthony Menzies	CEO	(910) 974-4219 (P) (910) 974-4248 (F)	amenzies@acwr.com
		Ed Thum	Vice President of Transportation / MOW	(910) 974-4219 (P) (910) 974-4248 (F)	ethum@acwr.com
AR	Aberdeen & Rockfish Railroad 101 East Main St Aberdeen, NC, 28315	Carl Hollowell	President	(910) 944-2341 (P) (910) 944-9738 (F)	chollowell@aberdeen-rockfish.com
		Sue McGuire	Financial Manager	(910) 944-2341 (P) (910) 944-9738 (F)	smcguire@aberdeen-rockfish.com
ARC	Alexander Railroad Company 51 Second Ave. N PO Box 277 Taylorsville, NC 28681	Benjamin Zachary	President & General Manager	(828) 632-2103 (P) (828) 632-3179 (F)	arc@arcrailroad.com
ATLR	Atlantic Railways Co. LLC 571 Main St, Pelion, SC 29123	John Elkin	President	(803) 849-4007 (C) (803) 756-3711 (O)	jelkin@atlanticrailways.com
ATW	Atlantic & Western Railway 138 South Steele St, Room L Sanford, NC 28315 268 E Main St Laurens, SC 29360 *(Genesee & Wyoming Inc.)*	Su Son	General Manager	(252) 301-0508 (P) (910) 251-8159 (F)	sson@gwrr.com
		Dale Hanshew	VP of Engineering – Southern Region	(229) 364-6259	dale.hanshew@gwrr.com
		Cole Gaster	Operations Manager	(919) 343-8883 (P) (919) 774-4621 (F)	cgaster@gwrr.com
		Jamie Rowe	Office Manager – Southern Region	(252) 332-2778	jamie.rowe@gwrr.com
BLU	Blue Ridge Southern Railroad 2364 Hendersonville Rd Arden, NC 28704 *(Watco Companies, LLC)*	J. Kyle Ogle	General Manager	(828) 490-8369	Justin.ogle@watco.com
		Brian Carnes	Roadmaster	(828) 782-1262	bcarnes@watcocompanies.com
		Brock Parham	Track Foreman	(828) 782-1912	bparham@watcocompanies.com
CA	Chesapeake & Albemarle Railroad Company 213 N Railroad St Ahoskie, NC 27910 *(Genesee & Wyoming Inc.)*	Su Son	General Manager	(252) 301-0508 (P) (910) 251-8159 (F)	sson@gwrr.com
		Dale Hanshew	VP of Engineering – Southern Region	(229) 364-6259	dale.hanshew@gwrr.com
		Cole Gaster	Operations Manager	(919) 343-8883 (P) (919) 774-4621 (F)	cgaster@gwrr.com
		Jamie Rowe	Office Manager – Southern Region	(252) 332-2778	jamie.rowe@gwrr.com
CER	Charlotte Western Railroad 1027 S Main St Joplin, MO 64801 *(Jaguar Transportation)*	Doug Patterson	President	(803) 577-5978	dpatterson@jag-transport.com
		Jeff Van Schaick	SVP External Relations	(202) 600-1612	jvan@jag-transport.com
		Sam Terral	VP Commercial & Industrial Development	(513) 317-2474	sterral@jag-transport.com
CF	Cape Fear Railways, Inc. Bldg 5-5519 Honeycutt Marshall Yd	Nick Darnell	Superintendent	(910) 396-7683	Nick_darnell@seaboardcorp.com
		Yusuf Sharif	Civil Engineer – Rail	(910) 643-0896	Yusuf.sharif.civ@mail.mil
		Timothy Shea	Rail Department Contractor	(910) 396-1919	Timothy.shea2.civ@mail.mil
CLNA	Carolina Coastal Railway Inc. 1700 Black Creek Rd Wilson, NC 27893	Alfred Sauer	President and CEO	(610) 925-1031 ext. 201	asauer@regional-rail.com
		Alan Bridgers	General Manager	(252) 945 4419	Abridgers_clna@yahoo.com
		Chris Carr	Operations Manager	(252) 809-2849	Cjcarr_clna@yahoo.com
CMLX	Craggy Mountain Railroad 436 Cedar Ln Arden, NC 28704	Rocky Hollifield	President	(828) 808-4877 (P) (828) 648-7309 (F)	cmlxrr@wmconnect.com
CPLJ	Camp Lejeune Railroad Company	Brian Woodall	Facilities Director	(910) 451-5783 ext. 3223	Brian.d.woodall@usmc.com
		Timothy M. McCurry	Marine Corps Liaison Gov Affairs	(910) 451-6945	Timothy.mccurry@usmc.mil

Short Line Railroads and Other Rail Entities Continued

Code	Railroad Name & Address	Contact	Position	Phone / Fax	Email Address
CTR	Clinton Terminal Railroad Company PO Box 754 Clinton, NC 28329	Robert Lowe	President	(717) 877-6087	Rlowe63778@aol.com
		Chris Abbood	General Manager	(910) 617-1213	Caboat01@gmail.com
CWCY	Caldwell County Railroad 5725 Giles Farm Rd Morganton, NC 28655 *(Southeast Shortlines, Inc.)*	Don McGrady	President	(828) 433-7409	donaldmcgrady@bellsouth.net
		Darius Barkley	General Manager	(828) 433-7409	Dbarkley.seslrr@gmail.com
		Olen McGrady	General Manager	(828) 443-5274	Omcgrady.seslrr@gmail.com
GSM	Great Smoky Mountains Railway 225 Everett St, Suites G&H Bryson City, NC 28713 *(American Heritage Railways)*	Kim Albritton	General Manager	(828) 586-8811 (P) (828) 488-0427 (F)	kalbritton@gsmr.com
		Tom Falicon	Roadmaster	(828) 736-4777	raildawg@gte.net
KNR	Kinston Railroad, LLC 1027 S Main St Joplin, MO 64801 *(Jaguar Transportation)*	Doug Peterson	President	(803) 577-5978	dpatterson@jag-transport.com
		Jeff Van Schaick	SVP External Relations	(202) 600-1612	jvan@jag-transport.com
		Sam Terral	VP Commercial & Industrial Development	(513) 317-2472	sterral@jag-transport.com
LRS	Laurinburg & Southern Railroad 915 S Main St Laurinburg, NC 28353 *(Gulf & Ohio Railways, Inc.)*	Terry Haywood	General Manager	(205) 662-8534 (P) (910) 276-2853 (F)	thaywood@gulfandohio.com
NCDOT	NCDOT Rail Division	Casey Felder	Operations & Facilities Manager	(919) 707-4721	cefelder@ncdot.gov
NCRR	North Carolina Railroad Company 2809 Highwoods Blvd Raleigh, NC 27604	Carl Warren	President	(919) 954-7601 (P) (919) 954-7099 (F)	cwarren@ncrr.com
		Catherine Knudson	Chief of Staff	(919) 954-7601	cknudson@ncrr.com
NCVA	North Carolina and Virginia Railroad Company 214 N Railroad St Ahoskie NC 27910 *(Genesee & Wyoming Inc.)*	Su Son	General Manager	(252) 301-0508 (P) (910) 251-8159 (F)	sson@gwrr.com
		Dale Hanshew	VP of Engineering – Southern Region	(229) 364-6259	dale.hanshew@gwrr.com
		Cole Gaster	Operations Manager	(919) 343-8883 (P) (919) 774-4621 (F)	cgaster@gwrr.com
		Jamie Rowe	Office Manager – Southern Region	(252) 332-2778	jamie.rowe@gwrr.com
RFCC	Raleigh and Fayetteville Railroad 101 RJ Corman Dr Nicholasville, KY 40340 *(RJ Corman Railroad Group)*	Deborah Hawley	Director of Real Estate and Contracts	(859) 881-2499	djhawley@rjcorman.com
		Melanie Heckman	Funded Projects Manager	(858) 881-2401 (P) (859) 881-2637 (F)	Melanie.heckman@rjcorman.com
		William Downey	Director – Government Affairs	(859) 881-6898	William.downey@rjcorman.com
RJCS	RJ Corman Railroad Company 101 RJ Corman Dr Nicholasville, KY 40340 *(RJ Corman Railroad Group)*	Deborah Hawley	Director of Real Estate and Contracts	(859) 881-2499	djhawley@rjcorman.com
		Melanie Heckman	Funded Projects Manager	(858) 881-2401 (P) (859) 881-2637 (F)	Melanie.heckman@rjcorman.com
		William Downey	Director – Government Affairs	(859) 881-6898	William.downey@rjcorman.com
RSNR	Red Springs and Northern Railroad 4001 Chapra Drive Wilmington, NC 28412	Susan Cease	Treasurer	(910) 515-6193	scease@ec.rr.com
TBRY	Thermal Belt Railway 5725 Giles Farm Rd Morganton, NC 28655 *(Southeast Shortlines, Inc.)*	Don McGrady	President	(828) 433-7409	donaldmcgrady@bellsouth.net
		Darius Barkley	General Manager	(828) 433-7409	Dbarkley.seslrr@gmail.com
		Olen McGrady	General Manager	(828) 433-7409	Omcgrady.seslrr@gmail.com
WSS	Winston-Salem Southbound Railway 4550 Overdale Rd Winston-Salem, NC 27107	Melvin Cohoon	Operations Manager	(336) 788-9407 (P) (336) 788-9085 (F)	Melvin_L_Cohoon@csx.com
		Eddy Mills	Assistant Operations Manager	(336) 788-9407	Eddy_mills@csx.com
		Jody Freeman	Signal Supervisor	(336) 788-9407	-
		Ben King	Roadmaster	-	Ben_King@csx.com
WTRY	Wilmington Terminal Railroad Inc. 1717 Woodbine St Wilmington, NC 28401 *(Genesee & Wyoming Inc.)*	Su Son	General Manager	(252) 301-0508 (P) (910) 251-8159 (F)	sson@gwrr.com
		Dale Hanshew	VP of Engineering – Southern Region	(229) 364-6259	Dale.Hanshew@gwrr.com
		Darren Harstfield	Operations Manager	(336) 778-9407 (P) (336) 788-6055 (F)	dhartsfield@gwrr.com
YVRR	Yadkin Valley Railroad Company 8301 Depot St Rural Hall, NC 27045 *(Gulf & Ohio Railways, Inc.)*	Maury Coulthard	General Manager	(336) 671-1210 (P)	mwc@gulfandohio.com
		Todd Burchette	Regional Vice President	(336) 969-6055	ctb@gulfandohio.com

Map inquires or revisions should be submitted to NCDOT Rail Division's Data Analysis and Inventory Unit. Phone: (919) 707-4121 Email: RailInventory@ncdot.gov

Corridor Identification and Development Program—Service Development Plans Preview

Wynne Davis, Office of Regional Outreach and Project Delivery

U.S. Department of Transportation
Federal Railroad Administration

February 21, 2023

Presentation Overview

- **Timeline**
- **Corridor ID—What is it?**
- **Service Development Planning Overview**
- **Expressions of Interest**
- **Outreach**
- **Questions**

Corridor ID Timeline

U.S. Department of Transportation
Federal Railroad Administration

Corridor ID Timeline

Late Summer 2023
Selections into Corridor ID program announced

Fall 2023
Selections under Fed-State Partnership National announced

Fall 2023- Spring 2024
Corridors selected under Corridor ID complete Step 1 and begin Step 2

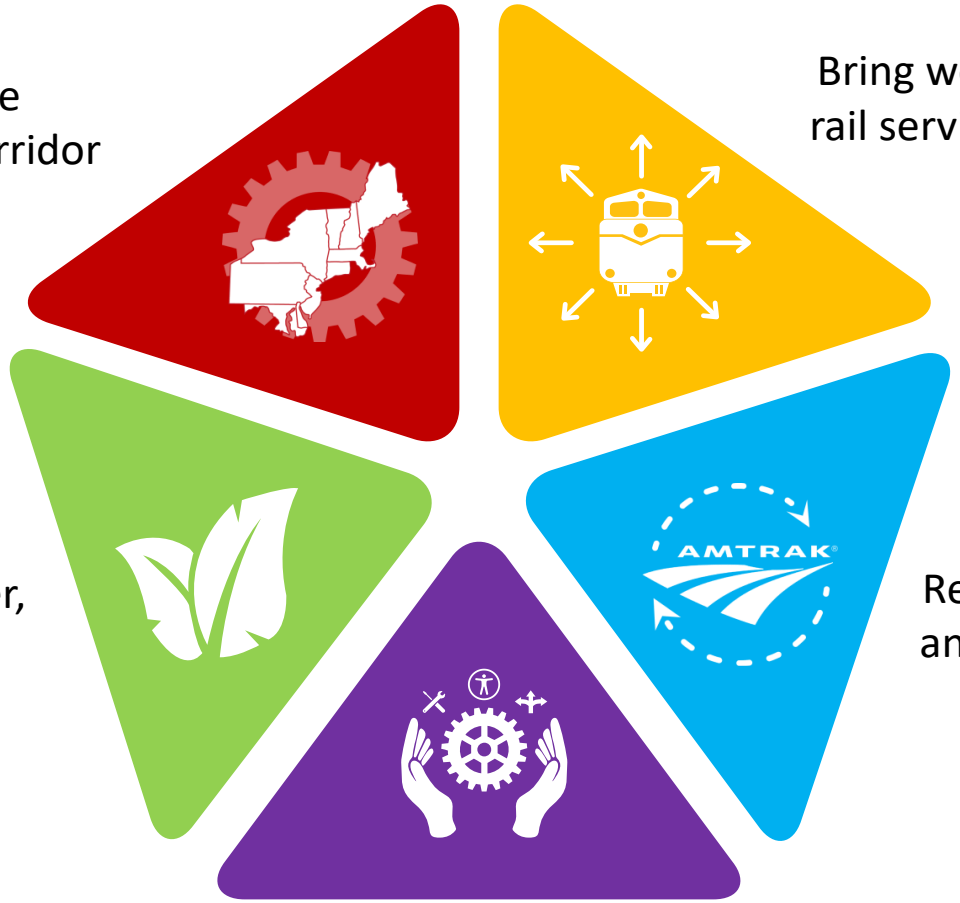
February 2024
2nd Congressional report on the Project Pipeline due one year following Program establishment

Corridor ID Overview

Bipartisan Infrastructure Law: Rail Development Goals

Modernize the Northeast Corridor

Bring world-class passenger rail service to regions across the country



Grow a safer, cleaner, more equitable rail system

Renew Amtrak's fleet & facilities and deliver high-quality intercity passenger rail service

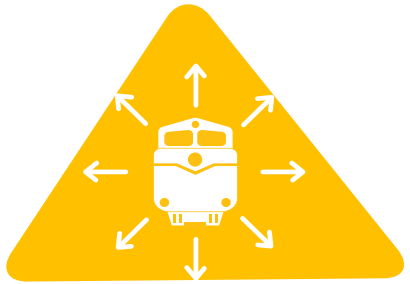
Build the foundation for a long-term rail program

U.S. Department of Transportation
Federal Railroad Administration

Corridor ID Program Overview

Build the foundation for a long-term rail program

Bring world-class passenger rail service to regions across the country

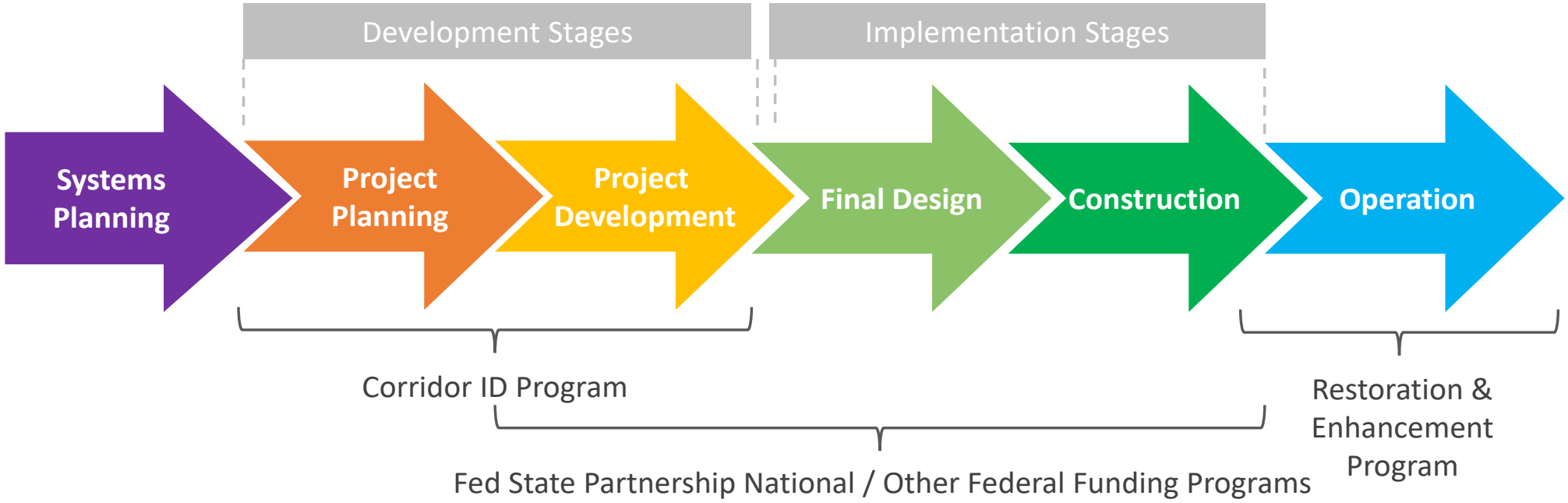


Grow a safer, cleaner, more equitable rail system

Corridor ID creates a foundational framework for identifying and developing new or improved intercity passenger rail (IPR) services. Under the program, FRA will:

Solicit proposal for implementing new or improving existing IPR services	Select corridors for development	Partner with corridor sponsor to prepare (or update) a Service Development Plan (SDP)
SDP includes a "corridor project inventory"	Corridor project inventories populate a prioritized "pipeline" of projects	Projects in the Corridor ID Pipeline are eligible for funding under FRA's financial assistance programs

FRA Project Lifecycle Stages – Corresponding FRA Funding Programs



Establishing the Program – Significant Policy Positions

Corridor ID will be **the primary mechanism for developing off-Northeast Corridor intercity passenger rail corridors and projects** for subsequent implementation

Corridor ID is a home **for all types of Intercity Passenger Rail corridors**—new, significant improvements, and modest improvements to existing service are all welcome

Corridor ID will **regularly solicit proposals for additional corridors** to enter the program—this is not a one-time opportunity

Level of non-Federal commitment may be modest at the beginning but must grow as a corridor advances through the Program

Corridors/Projects that advance to the Project Pipeline should be **ready for immediate implementation** (Final Design/ Construction)

Applicant Eligibility

Nearly any public entity with a role in transportation…

- Amtrak
- States
- Groups of States
- Entities implementing interstate compacts
- Regional passenger rail authorities
- Regional planning organizations
- Political subdivisions of a State
- Federally recognized Indian Tribes

Corridor Eligibility

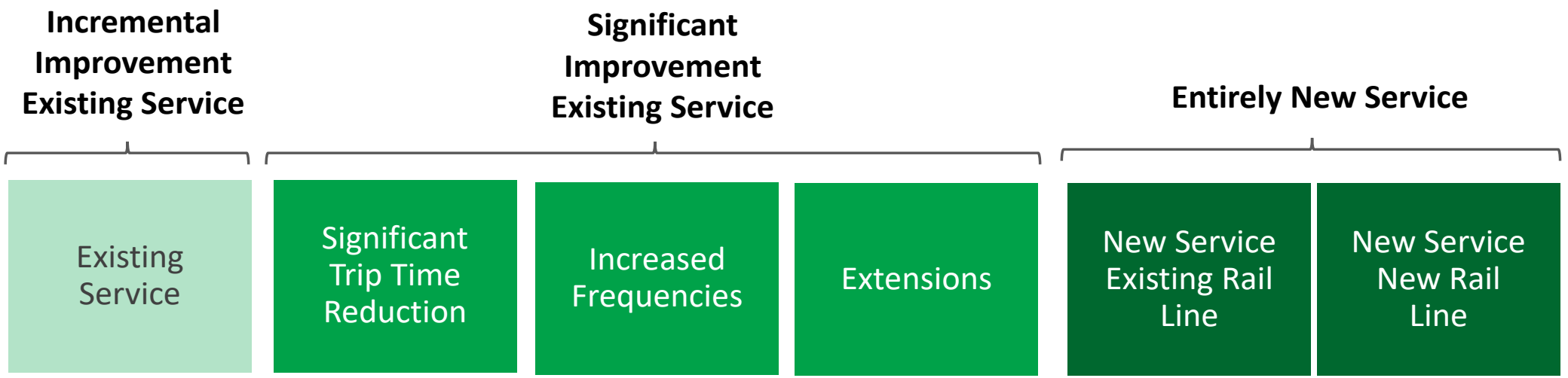
Eligible Corridors

- Short-distance (<750 miles) IPR services
- Restoring service over any route formerly operated by Amtrak
- Increasing frequencies of long-distance service (will be analyzed as part of the FRA-led Long-Distance Study)

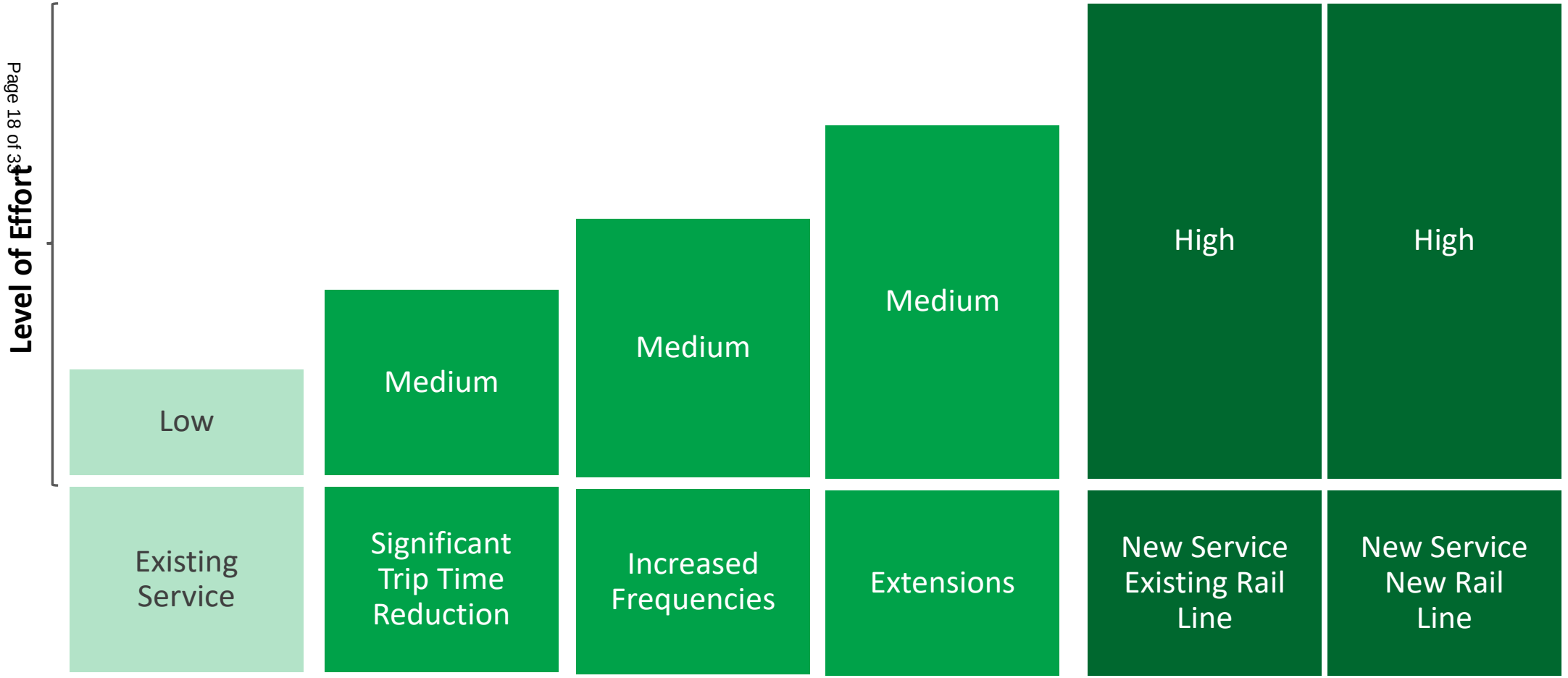
Ineligible Corridors

- Commuter rail
- Increments of an IPR corridor that if advanced alone, would not meet the definition of a stand-alone IPR corridor
- Technology that is under development but not yet proven

What does this mean for the different types of corridors?

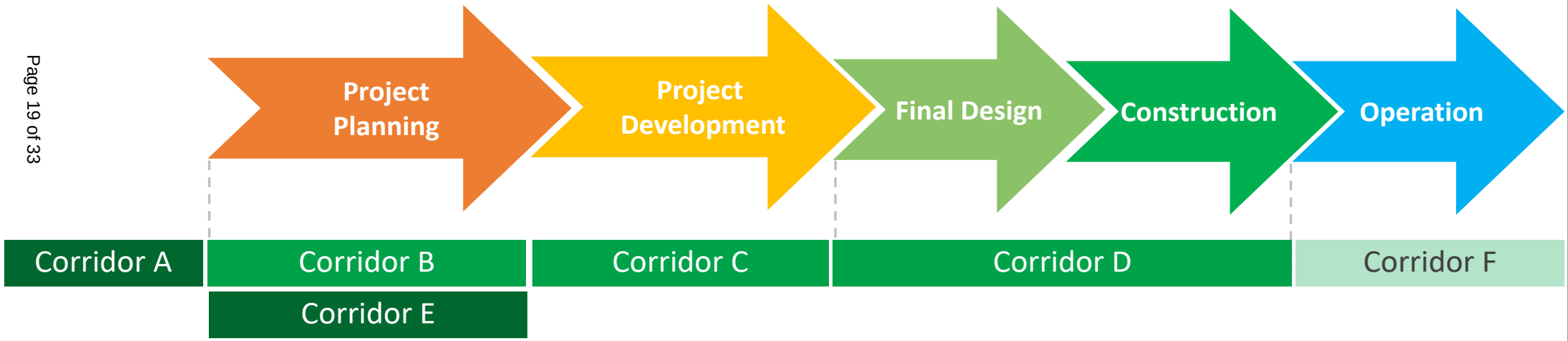


What does this mean for the different types of corridors?



U.S. Department of Transportation
Federal Railroad Administration

FRA will Consider Work Undertaken to Date



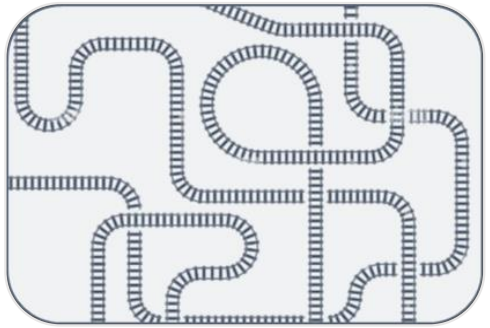
A	Corridor may have little to no development work completed
B	Corridor may have on-going FRA funded development efforts
C	May have completed FRA-funded efforts / environmental review
D & E	May have development efforts independent from FRA
F	Existing corridors are already under operation

FRA will meet you where you are in the project development lifecycle

Corridor ID Funding—Development Stages

			Development Stages		
	Expression of Interest	**Submission of Corridor Proposal**	**Project Planning Step 1: SDP Scoping & Program Initiation**	**Project Planning Step 2: Service Development Planning**	**Project Development Step 3**
Key Activities	• Submit expression of interest to docket	• Submit corridor proposal in response to upcoming solicitation	• Sponsor creates the capacity necessary to undertake the service planning effort • Sponsor develops scope, schedule, and budget for planning effort	• Sponsor, in collaboration with FRA, prepares service development plan for corridor	*For a Phase of Implementing Corridor* • Sponsor completes environmental review • Sponsor completes PE
Prerequisites	None	None	• Selection of Corridor	• Completion of Step 1	• Completion of Step 2 • Phase likely to be implemented • Phase likely to benefit IPR Service
Binding Commitment	None	None	Delivery of scope and cost estimate for SDP	Completion of SDP, approved by FRA	Completion of PE / NEPA for phase
Funding	None	None	~$500k "seed money," **0% match** *(Unspent funds carry forward)*	$XX determined through scoping effort, **10% match**	$XX determined through SDP, **20% match**

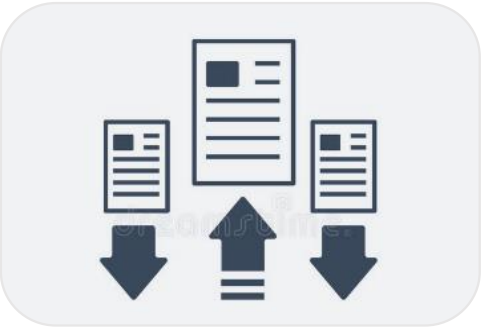
2022 Selections—A Baseline Year for Corridor ID



Selections made later this year will set the "baseline" for Corridor ID

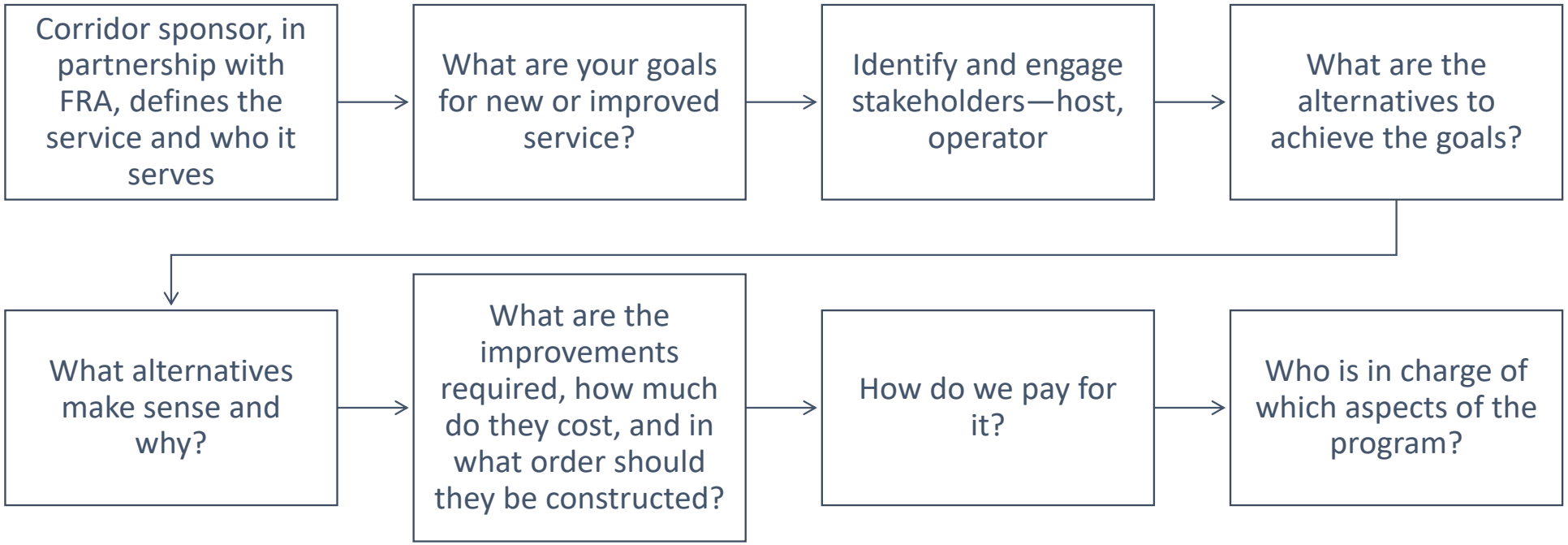
Corridor ID map of selected corridors will illustrate FRA's plan for passenger rail development across the country for new AND existing corridors

FRA's goal is to align the two programs—Corridor ID produces the Project Pipeline for FSP-N

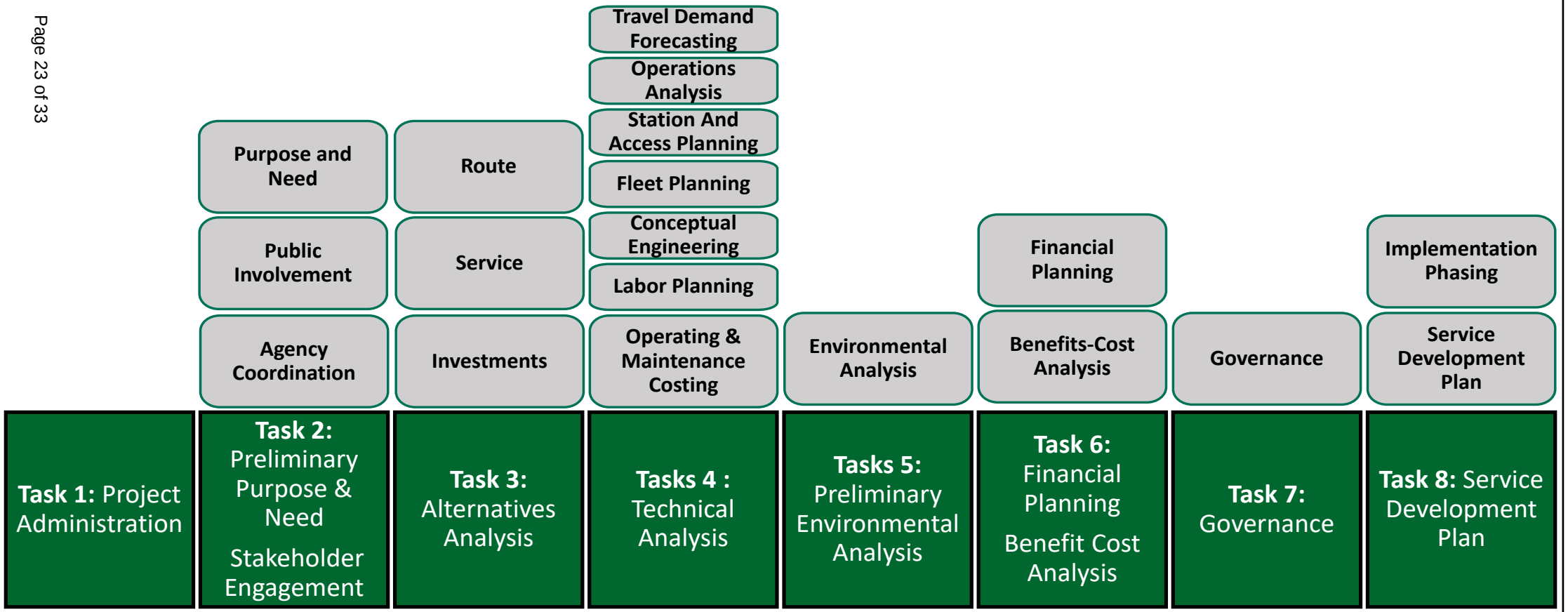


In future funding cycles, projects included in the Project Pipeline will receive priority funding under FSP-N

Service Development Plans—What Are They?

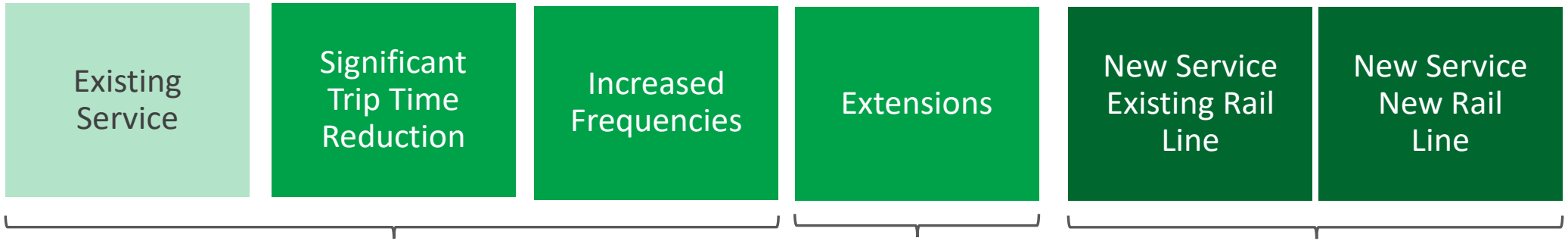


Corridor ID "Step 2" Statement of Work – SDP Preparation/Updating



Expressions of Interest by Types of Corridors

On May 13 FRA published a notice for expressions of interest in the Federal Register, 100 corridors different represented



28 existing corridors

25 EOIs from state

3 from other entities

13 extensions

10EOIs from states

3 from other entities

70 new corridors

41 EOIs from states

29 from other entities

Some corridors overlap

Expressions of Interest

28 existing corridors

25 EOIs from state

3 from other entities

13 extensions

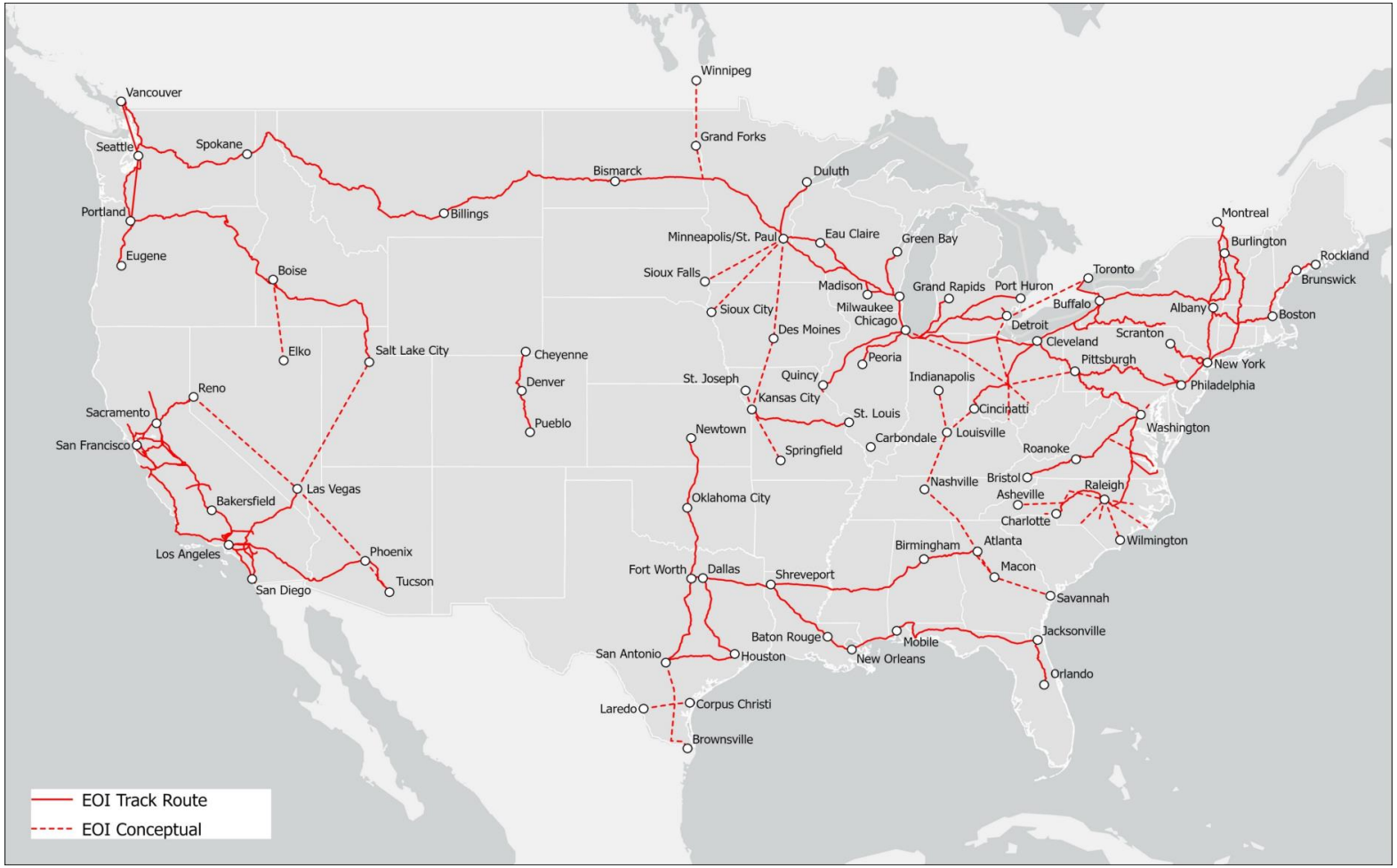
10 EOIs from states

3 from other entities

70 new corridors

41 EOIs from states

29 from other entities



U.S. Department of Transportation
Federal Railroad Administration

Corridor ID Outreach

Outreach to Date

Conducted 41 virtual outreach sessions, 33 States, 8 other eligible entities

California	Colorado	Connecticut	Florida	Georgia	Idaho	Idaho	Illinois
Indiana	Iowa	Kansas	Louisiana	Maine	Maryland	MassDOT	Michigan
Minnesota	Missouri	Nevada	New York	North Carolina	Ohio	Oklahoma	Oregon
PennDOT	Tennessee	Texas	Utah	Vermont	Virginia	Washington	Wisconsin
Wyoming	Southern Rail Commission	California High Speed Rail	Big Sky Rail	High Desert JPA	Pima Association of Govts	City of Peoria, IL	MORPC & NOACA

Corridor ID Outreach—What We Heard

- A lot of enthusiasm for Corridor ID across states, regions, and municipalities
- Existing corridor programs—what's the benefit
- Level of commitment for new corridor programs
- When and how to engage host railroads and Amtrak

Class I Outreach

- FRA will meet with each Class I railroad February—March 2023
- Overview of FRA rail development programs with a focus on new and amended programs
- Class I perspective—how are FRA programs impacting them?
- Discuss opportunities to improve rail operations for both freight and passenger corridors
- Review Class I priority projects
- Discuss status, challenges, and successes of passenger rail programs hosted (or potentially hosted) by Class Is

Outreach—Amtrak

- Corridor ID is operator agnostic
- However, Amtrak is the partner for existing passenger rail services and will likely be the partner for several proposed future services
- Outreach regularly with Amtrak to understand efforts that align with Corridor ID and other FRA funding programs

Shortline Railroad Outreach

- Working closely with ASLRRA to provide forums for information and feedback
- Several sessions to date: environmental, project and grant management, Buy America and other issues
- Will meet with largest holding companies and short lines in March / April
- Will present at ASLRRA conference in April
- Goal is to create forum for information and feedback that results in better projects, faster obligation and continued success of the CRISI program

Image credit: Andrew Fletcher

Consultant Community Outreach

- Guidance on Service Development Planning required under Corridor ID will be released late Spring 2023
- FRA will engage consultant community through webinars and other forums to gather feedback and provide direction
- Our goal is to clearly communicate our expectations for work performed under FRA funded programs so consultants hired by our grantees can accurately scope and perform the work

Contact Us

Federal Railroad Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

Connect with us **USDOTFRA**

U.S. Department of Transportation
Federal Railroad Administration

Wynne Davis
Deputy Director for Regional Outreach
Office of Regional Outreach & Project Delivery

PaxRailDev@dot.gov

Pender County
Proposed Gifts and Donations Policy

TO:	Board of County Commissioners
FROM:	Patrick Buffkin
DATE:	August 7, 2023
SUBJECT:	Proposed Gifts and Donations Policy

SUMMARY:
On November 21, 2022, the Board of Commissioners considered a gift/donation policy and directed staff to make various changes to the policy. In response to that direction, staff has prepared the attached Gifts and Donations Policy for the Board's consideration.

In summary, the proposed policy requires an application to be submitted to the manager's office for gifts in excess of $100.00, and the application is then reviewed and considered by the appropriate staff. Staff is expected to make a report to the Board of Commissioners, and the Board is given broad discretion to accept, require modifications, or reject the application. The proposed policy also sets out several categories of gifts and donations that the County would not consider, for example, illegal gifts in exchange for official action or gifts that would create the appearance of a conflict of interest. Lastly, the policy also acknowledges fiscal control requirements and requires the finance office to oversee compliance. The policy is intentionally and will rely up the manager and staff investigating and reporting to the Board of Commissioners and the Board exercising appropriate discretion in determining whether to accept a gift or donation and on what terms.

ACTION REQUESTED:
Approval of the attached Gifts and Donations Policy.

ATTACHMENTS:
Presentation on Proposed Gifts and Donations Policy
Proposed Gifts and Donations Policy (Standard Procedure)
Proposed Application to Make Gift or Donation

Gifts-Donation Policy

August 7, 2023

Patrick Buffkin, Staff Attorney

Pender County

Background

- On November 21, 2022, the Board considered a proposed gift and donation policy.
- Policy proposed by County Staff to aid the Board in making decisions about gifts and donations.
- Board determined to hold action on the policy pending further review and consideration by County Staff.
  - Board requested more detail and further consideration of unique situations

Why have a gift/donation policy?

- Adopting a policy provides structure and clarity
  - Consideration process (Procedure details)
  - Decision process (Approval consideration)
- Adopting a policy forces consideration of issues prior to having a specific request for decision
- A policy can identify categories of gifts/donations that are not appropriate
- A policy can provide for fairness for decision-making; fairness promotes confidence in government

Overview of Draft Policy

Policy Section	Summary
• Definitions	• Provides defined terms
• Administration	• Identifies responsible staff: Manager or designee; Finance Officer
• Application Requirement	• Requires a written application (sample form in agenda packet)

Overview of Draft Policy (cont.)

Policy Section	Summary

• Prohibited Gifts/Donations	• Illegal, conflicts of interest or appearance of undue influence, criminal/immoral/unethical background, political organizations
	  • Initial determination by County Manager
	  • Exemption for “di minimis value”

• Processing of Applications	• Ensures application is complete before Board consideration

Overview of Draft Policy (cont.)

Policy Section	Summary
• Recognition of Donors	• Application may request recognition: honorary resolutions/proclamations, commemorative plaque/signage, naming of public spaces. • Details relevant considerations, inc. any that the Board deems appropriate
• Preparations for Receiving Gift/Donation	• Completed application comes to the Board as a package (inc. staff report, contract agreements, etc.)

Overview of Draft Policy (cont.)

Policy Section	Summary
• Board Consideration	• Sets out considerations for Board decision-making to ensure fairness, feasibility, and appropriateness
	• Completed application comes to the Board as a package (inc. staff report, contract agreements, etc.)
• Contracts may be required	• Some gifts/donations may require a contract agreement. Manager to direct staff.

Overview of Draft Policy (cont.)

Policy Section	Summary
• Siting and Installation	• County makes final decisions and does physical work on its property
• Tax Advice not provided; receipts upon request	• County will not provide tax advice. Receipts provided on request.
• Nondiscrimination; avoiding endorsement or entanglement	• Declaration of non-discrimination; Avoidance of (i) endorsements of organizations, movements, or political views, and (ii) entanglement in religion or controversies.

Examples and Comments

- Developer active in Pender County seeks to donate land:
  - Result: Manager should determine that this gift/donation is not permitted to be considered and direct that a contract negotiation be pursued.
  - Comment: This scenario presents the appearance of undue influence, and should not be treated as a gift, but a business transaction.
- Vendor sends a holiday gift basket valued at $45:
  - Result: Manager should determine that this gift is of di minimis value and exempted from the policy. The gift basket should be made available to all county employees.
  - Comment: This gift is valued at less than $100. By making the gift basket available to all employees, the appearance that any one decision-maker would be influenced is reduced or eliminated.

Examples and Comments (cont.)

- Wealthy Family in Pender County seeks to donate land to be used as a County Park, to be named after the family:
  - Result: Manager should determine that this gift/donation is permitted to be considered and process the application. Board has discretion to decide whether and how this gift and recognition is structured.
  - Comment: This is a gift of substantial value and is to be encouraged. The Board has discretion to accept or not, and determine whether, how and how long the park will be named. A contract agreement or MOU might be advisable.
- Wealthy Businessperson proposes a large money gift to the guardian ad litem program. Businessperson is known to own and operate adult night clubs:
  - Result: Manager may determine that this gift is ineligible due to ties to a business that may be offensive to the moralities of the County citizenry. The Board may reconsider the manager's decision.
  - Comment: This donation is within the Board's discretion. The manager's responsibility is to provide a full and fair presentation of the facts and allow the Board to decide.

Examples and Comments (cont.)

- Civic Organization in Pender County seeks donate a large tract of land over a multi-year timeframe, requests that the land be dedicated to certain purposes only, and that Civic Organization be allowed to operate facilities on the land:
  - Result: Manager should determine that this gift/donation is permitted to be considered and process the application. Manager should determine that the nature of this gift requires a written contract to detail the rights and responsibilities for ongoing operations. The Board has discretion to accept, modify, or reject.
  - Comment: This is a gift involves multiple installments of real estate transactions and ongoing operations. A contract agreement is advisable to provide a clear description of the commitments and responsibilities involved, particularly as to the ongoing operations.

Board Questions, Discussion, Feedback

	Pender County Government **STANDARD PROCEDURE**
Subject: Gift and Donations Policy	Effective Date: Upon approval
Prepared by: Patrick Buffkin, Staff Attorney	Revised: n/a
Approved by: Board of Commissioners	Approval Date:
Chair's Signature:	# of Pages: 6

PURPOSE:

The purpose of this policy is to establish standard procedures by which the County may consider accepting gifts and donations and to provide guidance to community members, County staff, and members of the Board of Commissioners on the process for considering acceptance of gifts and donations. This policy also identifies certain gifts and donations that are not eligible for acceptance and details on how Pender County will consider recognition of donors.

DEFINITIONS:

"Board" means the Pender County Board of Commissioners.

"County" means Pender County, North Carolina.

"County Manager" means the county manager appointed by the Board pursuant to G.S. 153A-81.

"Donation" means a thing of monetary value, whether real or personal property, including money and money-like substitutes such as gift cards (but excluding cryptocurrencies), that is offered to be given to the County for charitable purposes to support a public service.

"Donor" means a person, whether natural or corporate, for profit or non-profit, who proposes to make a donation or gift to the County.

"Director" means a County employee that works in a position with the title of director and serves as the manager of a County department.

"County Finance Officer" means the county employee who is appointed pursuant to G.S. 159-24 and oversees the collection of revenues and ensures property tracking of funds.

"Gift" means a thing of monetary value, whether real or personal property, including money and money-like substitutes such as gift cards (but excluding cryptocurrencies), that is offered to be given to the County willingly without payment.

"Public Spaces" means parks and park space, greenways, open spaces, buildings, or other real property that is owned, leased, or maintained by the County.

"Recognition" means formal or informal acknowledgement and expression of appreciation, which may take any one or more forms as detailed in this policy.

ADMINISTRATION:

The County Manager shall be responsible for administering this policy in consultation with, and subject to direction from, the Board. As more specifically identified in this policy, the County Manager shall keep the Board apprised of offers received to make a gift or donation, shall implement the processing of applications to make gifts or donations in accordance with this policy, and seek the approval of the Board prior to accepting certain offers of a gift or donation. The County Manager may delegate authority to administer this policy to a qualified member of the County Staff with respect to individual applications to make a gift or donation, but remains responsible for the oversight of the administration of this policy.

The County Finance Officer shall be responsible for supporting the lawful implementation of this policy to ensure compliance with the Local Government Budget and Fiscal Control Act (Chapter 159 of the General Statutes).

APPLICATION TO MAKE GIFT OR DONATION REQUIRED:

Each Donor shall be required to make an application to the County setting out in detail the amount, purpose, goals, and requested recognition associated with any proposed gift or donation to the County. The application may include any other information that is helpful or necessary to the County's consideration of whether to accept the proposed gift or donation.

CERTAIN GIFTS AND DONATIONS PROHIBITED:

The County shall not consider applications that propose a gift or donation that is

(i) in violation of law;
(ii) offered by a Donor who is a vendor or is seeking to be a vendor for goods or services and the gift or donation is offered with the intent to influence or under circumstances that a reasonable person would conclude is offered to influence the County's procurement decisions;
(iii) offered by a Donor who has or is anticipated to have a permit or request for approval and the gift or donation is offered with the intent to influence or under circumstances that a reasonable person would conclude is offered to influence the County's permitting or approval decisions;
(iv) offered by a Donor who has been convicted of a serious criminal offense or has been charged with a serious criminal offense which is pending at the time that the application is submitted to the County;
(v) offered by a Donor who has a background that is connected to immoral or unethical conduct which is not unlawful but is offensive to the moralities of the County; or
(vi) offered by a Donor who identifies, or is objectively recognizable, as a political organization of any type.

The County Manager shall determine when the County is prohibited from considering an application under this section of this policy and shall inform the Board of the facts and circumstances underlying that determination. Except for applications within (i) – (iii), above, the Board may reconsider the County Manager's determination by scheduling the matter for discussion or decision, as appropriate, at a regular meeting of the Board.

When an application to make a gift or donation would otherwise be prohibited from consideration under (ii) or (iii) of this section of this policy, the County Manager may direct the Donor to a division of the County for negotiation of a contract agreement appropriate under the circumstances.

This section of this policy does not prohibit the acceptance of gifts and donations that are of di minimis value, such as greeting or sympathy cards, foods, non-alcoholic beverages, flowers, gift baskets, and the like, so long as the value of the gift or donation does not exceed one hundred dollars ($100.00), and the gift or donation was made under circumstances that are lawful, not intended to influence official action, and does not give the appearance of attempting to influence official action.

PROCESSING OF APPLICATIONS TO MAKE GIFT OR DONATION:

The County Manager or his/her designee shall receive applications to make a gift or donation to the County and make an initial determination as to whether the application is complete in setting out in detail the amount, purpose, goals, and requested recognition associated with any proposed gift or donation to the County. If the County Manager or his/her designee determines that that the application is prohibited under this policy, then the County Manager or his/her designee shall inform the applicant and the Board as required by this policy. If the County Manager or his/her designee determines that additional information is required to determine whether the application is prohibited, the County Manager or his/her designee shall promptly request the applicant to provide the additional information required. If the County Manager or his/her designee determines that the application is complete and is not prohibited by this policy, then the County shall proceed to prepare for the receipt of the gift or donation.

RECOGNITIONS OF DONORS:

As stated by the preceding section of this policy, the application to make a gift or donation may include a requested recognition of the donor. Examples of recognitions include the following: honorary resolution of the Board expressing appreciation for the gift or donation; proclamation of the Chair of the Board declaring a day to be observed in honor of the donor; installation of a commemorative plaque or signage in a public place honoring the donor or donors; or the naming of a public space in honor of the donor or donors. With respect to an installation or naming, the Board retains the discretion to limit the time that the installation or naming shall remain effective. When a recognition is proposed to name a public space after a person, the person should have been deceased for at least three (3) years.

In determining the appropriate recognition, the Board, in its discretion, may consider the following:

(i) The total value of the gift or donation;
(ii) The lasting impact of the gift or donation to furthering a public purpose;
(iii) The historical contributions to the betterment of the County by the donor or donor's chosen honoree;
(iv) The time and effort involved in collecting and delivering the gift or donation;
(v) In the case of a recognition honoring an individual, whether that individual is living or deceased, and if deceased whether at least 3 years has passed since the individual died.
(vi) Any other factor that the Board deems appropriate to consider.

PREPARATIONS FOR THE RECEIPT OF GIFTS OR DONATIONS:

The County Manager or his/her designee shall initiate preparations for the receipt of gifts or donations as follows:

(i) The County Manager or his/her designee shall convene a meeting of the appropriate County staff to identify and review considerations relevant to accepting the proposed gift or donation;
(ii) The County staff shall prepare a report detailing the application to make a gift or donation, and discussing the considerations relevant to accepting the gift or donation, including the appropriateness or necessity for contract agreements related to acceptance of the gift or donation, and, subject to the direction of the Chair of the Board, place the matter on the Board's agenda at a regularly scheduled meeting of the Board;
(iii) If the Board approves accepting the gift or donation, then the County Manager shall undertake to receive the gift or donation, including preparation of such documents and initiation of such activities as are required or necessary to lawfully accept and, in the case of monetary donations, expend the funds donated.

In cases where an application to make a gift or donation is received and by the nature of the gift or donation, a decision on the application is required to be made immediately, for example to avoid spoliation of the thing to be gifted or donated or to avoid the loss of the opportunity to receive a gift or donation, the County Manager may, after consultation with and the approval of the Chair of the Board, waive the formal requirements of preparations for the receipt of gifts or donations and proceed to approve acceptance of the gift or donation.

BOARD CONSIDERATION OF APPLICATION TO MAKE GIFT OR DONATION:

The Board has discretion to approve an application to make a gift or donation for any lawful purpose, to require modifications to an application, or to reject an application, as the Board determines is in the public interest. In considering whether to accept, require modifications, or to reject an application to make a gift or donation, the Board may consider all relevant factors, including but not limited to the following:

(i) With respect to monetary donations:
   a. The extent to which the gift or donation furthers a public purpose by fulfilling a need that would otherwise be unmet;

(ii) With respect to donations of improvements to County owned property:
   a. The extent to which the gift or donation enhances the appearance and aesthetics of public spaces;
   b. The extent to which the gift or donation presents conflicts with the County's plans for the public space;
   c. The extent to which the gift or donation is in harmony with the uses and purposes of the public space;
   d. The extent to which the gift or donation represents the history and culture of the County and adds to the cultural value of the public space;
   e. The extent to which the gift or donation presents an unreasonable burden to the County to maintain the gift or donation.

(iii) With respect to gifts of real property:
   a. The extent to which the land is involved in a dispute as to ownership;
   b. The extent to which the land presents an unreasonable burden to the County to maintain;
   c. The extent to which the land is useful to the County for a public purpose;
   d. The extent to which the use of the land is restricted.

GIFTS OR DONATIONS REQUIRING CONTRACTUAL AGREEMENT:

If the County Manager or his/her designee determines that a contractual agreement is necessary or advisable related to the acceptance of a gift or donation, then the County shall prepare the contract and other documents for execution by the County and the donor. Contractual agreements related to the acceptance of a gift or donation will be required when any sharing of costs related to siting, installation, or maintenance is involved in the proposed gift or donation. The execution of the contractual agreement may be made a condition of the approval of the application to make a gift or donation.

COUNTY TO SITE AND INSTALL DONATED IMPROVEMENTS:

If a gift or donation involves the installation of improvements on County owned property, then the County, in its sole discretion, shall be responsible for decisions related to the siting and installation of the improvement. If an approved application to make a gift or donation requests the installation of an improvement in a specific place or configuration, the County will endeavor to site and install the improvement as requested, but the precise location shall be subject to the County final approval.

TAX ADVICE NOT TO BE PROVIDED; RECEIPTS PROVIDED IN CERTAIN CIRCUMSTANCES:

The County shall not provide advice to applicants seeking to make a gift or donation regarding whether the gift or donation may be tax deductible or otherwise have an impact on the

donor's tax liability or tax status. Upon request, the County will provide a receipt of the gift or donation.

NONDISCRIMINATION AND AVOIDANCE OF ENDORSEMENT OR EXCESSIVE ENTANGLEMENT:

The County will make decisions pursuant to this policy without discrimination based on race/color, sex, disability, age, or national origin; will seek to avoid acceptance of gifts or donations that give the appearance of endorsements of organizations, movements, or political views; and will seek to avoid excessive entanglement in religion or controversies.

APPLICATION TO MAKE GIFT OR DONATION TO PENDER COUNTY

APPLICANT INFORMATION	
Applicant Name:	
Applicant Address:	
Applicant Phone Number:	
Applicant Email Address:	
Applicant Website (if applicable):	

GIFT OR DONATION INFORMATION	
Amount and Nature of Gift or Donation (e.g. land, money, personal property, etc.): (NOTE: applications are not required for gifts of less than $100.00.)	
Purpose of Gift or Donation:	
Goals to be Achieved by Gift or Donation:	
Recognition Requested (e.g., letter or resolution of appreciation, naming rights, signage or plaque, etc.)	

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

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

Application Submitted by: _____(printed name)

_____(signature)

Date submitted: _____

Pender County
Refund/Release Requests over $100

TO:	Board of County Commissioners
FROM:	Melissa Radke
DATE:	August 7, 2023
SUBJECT:	Refund/Release Requests

SUMMARY:
SUMMARY:
I have prepared a PowerPoint presentation for you to review the Refund/Release process and statutes that dictate how they are handled. This will be the way we handled these from today moving forward. After the presentation, I have 5 requests from taxpayers for either refunds or releases that are over $100 that will need approved or denied by the Board of County Commissioners before action can be taken on them.

REQUEST #1:
Mrs. Sarah Johnson turned in a 2023 appeal form requesting a refund of tax years 2019-2022 "for being over taxed due to error in reporting of data made by the company who conducted the 2019 assessment." She thought she needed to be heard by the Board of Equalization and Review but they only review value and do not deal with refunds, hence my bringing this before you today. The property, at the 2019 reappraisal, was listed as having a finished room over the garage. After reviewing her 2023 property tax appeal, she does not have a finished room over her garage which caused the heated square footage difference she initially appealed for. The property record has been corrected for the 2023 tax year going forward.

The difference in value due to the appealed issue is 10,648. This equates to a total potential refund for all years (at each years tax rate) of $354.06 - this includes county tax, EMS and Rocky Point fire taxes.

**It is the recommendation of the Tax Office, in following NC General Statute 105-381, to deny the request for refund since the reason for request does not meet any of the three statutory reasons for a valid release or refund; clerical error, illegal tax, or tax for an illegal purpose.*

REQUEST #2:
After receiving information on a wage garnishment for a 23 ft 2016 Carolina Skiff boat, Mrs. Reaves contacted our office indicating she no longer owned this boat. She was able to provide documentation where the boat was returned to the bank in 2018. Our records indicate Mrs. Reaves has delinquent taxes remaining due on this boat for tax years 2017 through 2021. Since the boat was not removed from the possession of Mrs. Reaves or from the location in Pender County until after January 1st 2018, Mrs. Reaves has acknowledged she will remain liable for these delinquent taxes. Mrs. Reaves is requesting a release of the tax bill liability for tax years 2019, 2020 and 2021.

The total release requested for all years (at each years tax rate) is $1,143.73 (including county and EMS tax as well as interest accrued since the original due date).

**It is the recommendation of the Tax Office, in following NC General Statute 105-381, to approve the release of tax years 2019, 2020 and 2021 since this boat was no longer owned nor sitused in Pender County as of January 1, 2019.*

REQUEST #3:
Mrs. Nolan sent in an appeal for the 2023 tax year stating her home was not a 2 story home. After physical inspection and review it was determined the home is in fact only a 1 story home. The square footage was corrected at the appeal for the 2023 tax year going forward. Mrs. Nolan is requesting a refund for tax years 2019 through 2022 for the "overpayment" due to the "overstatement" of square footage.

The difference in value was 101,978. This equates to a total potential refund for all years (at each years tax rate) of $3,008.36 - this includes County and EMS tax.

**It is the recommendation of the Tax Office, in following NC General Statute 105-381, to deny the request for refund since the reason for request does not meet any of the three statutory reasons for a valid release or refund; clerical error, illegal tax, or tax for an illegal purpose.*

REQUEST #4:
Mrs. Oliver send in an appeal for the 2023 tax year stating we had too much square footage on her home. After physical inspection and review it was determined that the measurements of the home did not take into account her cathedral ceilings in turn showing 555 square foot excess. The square footage has been adjusted and corrected for the 2023 tax year going forward. Mrs. Oliver is requesting a refund from tax years 2019 through 2022 due to this "overstatement" of square footage resulting in an "overcharge on her taxes".

The difference in value was 39,460 for 2019 and 2020 and 66,507 for 2021 and 2022. This equates to a potential refund for all years (at each years tax rate) of $1,764.36 - this includes County tax, EMS and Hampstead fire taxes.

**It is the recommendation of the Tax Office, in following NC General Statute 105-381, to deny the request for refund since the reason for request does not meet any of the three statutory reasons for a valid release or refund; clerical error, illegal tax, or tax for an illegal purpose.*

REQUEST #5:

Mrs. Geeson brought to our attention in June after the listing period had ended that she has had her 2016 Nautic Global 2000 Boat listed in New Hanover County since 2017. It has been listed in Pender County since 2017 as well. She was able to provide proof of the New Hanover listing as well as providing proof that they have been paid in New Hanover County. We also have been provided documentation showing it is the same boat listed here that was listed in N.H County. The 2017, 2018 and 2020 taxes here in Pender have been paid in full. 2019 and 2021 taxes remain unpaid. Mrs. Geeson is requesting a refund for tax years 2017, 2018 and 2020 while requesting a release for tax years 2019 and 2020 for the unpaid taxes.

Total potential refund for tax years 2017, 2018 and 2020 is $849.01. Total potential release for tax years 2019 and 2021 is $520.14 (this includes County, EMS and Fire taxes at their yearly rates).

**It is the recommendation of the Tax Office, in following NC General Statute 105-381, to approve the release of tax years 2019 and 2021 as well as approve the refund for tax years 2017, 2018 and 2020 since this boat was not situsedin Pender County and was taxed and paid in New Hanover County for all of these years which still all qualify under the statutes guidelines for the number of years allowable to be refunded.*

ACTION REQUESTED:

I request the Board take action and either approve or deny the refund/release requests. It would be the recommendation of the Tax Office to follow NC General Statute 105-381 when determining the approval or denial of these requests.

REFUNDS AND RELEASES STATUTORY REQUIREMENTS

Melissa Radke
Tax Administrator
August 7th, 2023

NC GENERAL STATUTE

North Carolina General Statute 105-381 dictates how we handle any refunds or releases.

"(a) Any Taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property shall proceed as herein after provided.

(1) …, a valid defense shall include the following:

a. A tax imposed through clerical error;

b. An illegal tax

c. A tax levied for an illegal purpose.

NC GENERAL STATUTE

Per UNC School of Government, Chris McLaughlin,

"…the Machinery Act allows refunds and waivers only under two very limited circumstances. Unless the disputed tax is imposed due to clerical error or is illegal, the Machinery Act prohibits the refund of a tax payment or the waiver – called a release in the Machinery Act- of an unpaid tax obligation. **Contrary to what many taxpayers believe, the refund and release process is not the venue for a re-examination of a property's value or taxable status.** ***Although some governing boards desire to be more forgiving on these issues, they do so at their peril: board members who approve refunds or releases that violate the Machinery Act can be held personally responsible for the lost taxes.***
(see NC G.S 105-380(c)).

WHO MAY APPROVE THESE?

1. The governing board, **Always**.
2. The local government's manager, attorney, or finance officer, **Sometimes**
3. The tax collector, **Never**

NC G.S 105-381(b) gives the governing board primary responsibility for approving refunds and release requests.

For refunds and releases of less than $100, the board **MAY** delegate this responsibility to the manger, attorney, or finance officer, who must then report monthly to the board on the actions taken. (Typically done on the consent agenda)

* To do this a resolution must be passed by the governing board to delegate the responsibility for releases or refunds UNDER $100.

Any refund or release requests over $100 must go before the governing board for approval or denial.

WHAT CONSTITUTES "CLERICAL ERROR"?

The NC General Assembly has not defined the term "clerical error", but state courts have.

See *Ammons v. Wake County (1997)*

According to the court of appeals, to qualify as a clerical error under G.S 105-381 the **tax office's error** "***must ordinarily be apparent on the face of the instrument," "must be capable of being corrected by reference to the record only," and must produce an unintended result***.

It excludes a factual or judgement error by an appraiser, which must be addressed during the assessment appeal period and not in a refund and release request. Meaning it can be corrected for the current year going forward and cannot be retroactive.

William A Campbell's *Property Tax Bulletin* No. 111 is a great resource for information on this issue.

WHAT IS THE DEFINITION OF AN ILLEGAL TAX?

1. Double taxation, when the same property is taxed more than once;
2. Situs mistakes, when a taxing unit taxes property that has no situs in the unit's jurisdiction;
3. Procedural defects, when a taxing unit levies a tax without a required ordinance or referendum;
4. Excess taxation, when a taxing unit levies a tax in excess of the applicable cap on that tax;
5. Improper purposes, when a taxing unit levies a tax for a purpose not permitted by the General Assembly.

Best interpretation of the illegal tax category (Per Chris McLaughlin, UNC School of Government) is one that excludes valuation judgement errors. If a taxpayer wishes to contest the valuation of their property, they must do so through the Board of Equalization and Review appeal process, not through the refund and release process.

HOW MANY YEARS CAN BE RELEASED OR REFUNDED?

Different Rules apply depending on the request:

Refund of paid taxes limited to the later of–

(1) five years from the tax's original due date (Sept 1)

(2) six months from the date the taxes are paid

Releases of unpaid taxes may be granted at any time

ACTION TO BE TAKEN

- Upon receiving a taxpayers written statement of defense and request for release or refund the governing body of the taxing unit shall:
  1. Within 90 days after receipt of such request determine whether the taxpayer has a valid defense to the tax or any part of the tax imposed;
  2. Shall either release or refund that portion of the tax; ***OR***
  3. Notify the taxpayer in writing that no release or refund will be made.

*Again, the governing body MAY decide to delegate authority for refunds or releases under $100 to either the manager, finance officer, or attorney

Either way, all actions taken must be recorded in the minutes of the governing body

PENDER COUNTY
BOARD OF EQUALIZATION AND REVIEW APPEAL FORM
2023

Please read, acknowledge and sign below before filing an appeal with Pender County.

Please note that once the County Board of Equalization and Review adjourns for 2023, no more appeals can be accepted per NC G. S.105-322.

Effective Date of your Property Value and Supportive Evidence

It's important to note that Pender County's current real property values were established as of January 1, 2019, the effective date of the last Countywide revaluation. All data in support of your appeal, i.e., sales comparables, fee appraisals, MLS listings, opinions of realtors, etc., should be effective as of that date and no later. Current market factors, recent property sales, or changes that have occurred since January 1, 2019, have no impact on your 2023 tax value; this is by NC law. (NC G.S. 105-286, 105-287).
The next Countywide revaluation is scheduled to be effective January 1, 2027.

☒ **I understand the appeal deadline and fully acknowledge that per NC General Statutes, the effective date of the valuation of my property is January 1, 2019, and that any evidence that I provide in resolving my appeal should be effective no later than this date.**

[redacted] 24 MAY 23
Appellant Signature **Date**

Real Property fill out section below: ***Note:*** *Each parcel must have a separate appeal form.*			
Parcel Number:	3236394[redacted]	**Account Number:**	
Property Address:	101 Milam Court Burgaw, NC 28425		
Reason for Appeal?	Property was evaluated in error due to no fault of my own. I'm incorrect sq ft added requesting to come before the board to discuss issue & find resolution for this in the future		
Value under Appeal:		**Your opinion of value:**	$
Current Owner:	Sara Venilla Johnson		
Mailing Address:	101 Milam Court Burgaw, NC 28425		
Contact Number(s):	[redacted]		
Appealed By (If different):			

Under the provisions of the N.C.G.S., appeals must be made by taxpayers that own or control property taxable in the County. Tax representatives and other non-attorneys must file a signed Tax Assessor-approved Power of Attorney form; this can be requested from the Assessor's office.

I certify that the above statements are true and correct, and I verify that I have the authority to file this appeal. I hereby appeal the **2023** tax appraisal of the property described herein.

Sign: [redacted]	5/24/23
Appellant	**Date**

* Value of property has been corrected but I have been told that I could not be credited or receive a refund for being over taxed due to error in reporting of data made by the company who conducted the 2019 assessment. So I am requesting to come before the equalization board.

iasWorld Photo Report

3236-39-6660-0000 11/14/2017

Metadata

Filename	LE095553.jpg
Category	Front
Jurisdiction	071
Parcel Id	32363966600000
Year	2017

2019 Tax Year

PAR ID: 32363966600000 | **Map #: K080 058 007** | **JURIS CD: G01 PENDER COUNTY, R40 PENDER EMS** | **F24 ROCKY POINT FIRE, S64 SW FULL SERVICE** | **Route #: 2000**

PIN #: | **PENDER CO NC - Property Card** | Printed: 07/24/23 | Card: 1 of 1 | Appraiser: ZAB

Ownership: 930254
JOHNSON, SARA VENILLA
101 MILAM CT
BURGAW NC 28425

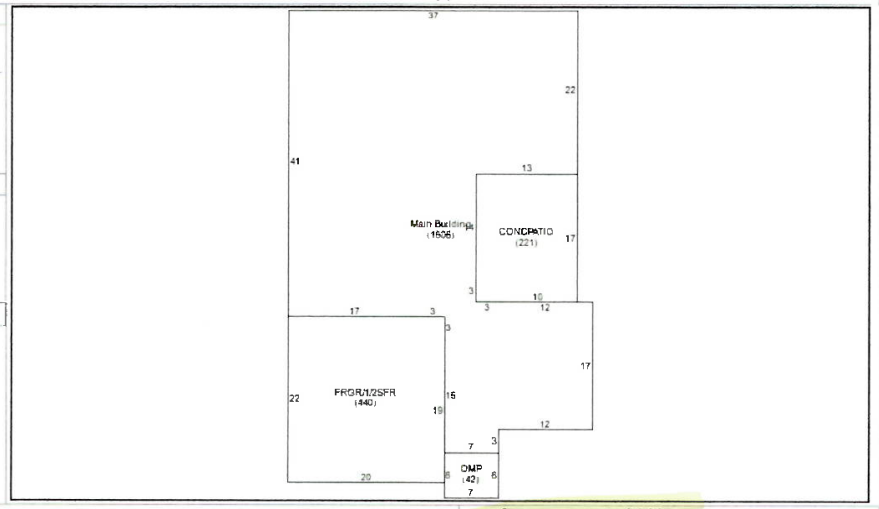
SITUS:
101 MILAM CT

Deeded Acres: .47
Legal Description:
L7 Pb 37/65 Ashton Oaks

Subd:
Nbhd: R3000

Parcel: 101 single family residence

	Sale Dt	I	S	Price	Db/Pg	Valid. Code
Fronting:	07/16/10	WD		177,000	3797/095	
Location:	10/06/09	WD		175,000	3692/117	
Parking:	02/17/06	WD		169,000	2889/323	
Utility: ;	08/18/05	WD		150,000	2750/152	
Zoning: RP	No Valid Sale					



Sketch Vectors

Vector

A00CU41R37D22L13D14D3R3R12D17L12D3L7U15U3L3L17 A01CD22R20U19U3L3L17
A02D22R20U4CR7D6L7U6 A03R37U19CD17L10L3U3U14R13

Improvement Description: R ranch

Story:	1	**FP Stacks:**	1	**Bsmt:**	continuous sla	**Phys Cond:**	A	**% Complete:**	
Class:	single family	**Openings:**	1	**BSMT Gar:**	0	**CDU:**	AV	**Grade:**	C+
Ext Wall:	alu/vinl	**Prefab FP:**		**Attic:**	none	**Over Depr Tb:**		**C&D Fact:**	
Yr Blt:	2005	**Rooms:**	7	**Baths:**	2	**Fnct Dep %:**		**C&D Desc:**	
Eff Year:		**Bedrooms:**	3	**Half:**		**Fnct Desc:**		**TV/SF**	105.47
Heating:	heat pump	**Unfin Area:**		**Extra Fixt:**		**Econ Dep%:**		**SP/SF**	96.93
Fuel:		**Fin Bsmt Area:**		**Misc 1:**		**Econ Desc:**		**RCN/SF**	112.12
System:		**Rec Room Area:**		**Misc 2:**		**N-Fact:**	.9	**RCNLD/SF**	89.70

Assessment: 2019

Land:	$28,800	Excluded:
BLDG:	$163,790	Ag Use:
Market:	$192,590	
Deferred:	$0	
Exempt:	$0	
Taxable:	$192,590	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
0					Ranch	1,606	181,104	2005		C+	AV		80		144,883
1		13	17		Frgr Frame Garage/1/	440	21,844	2005		C+	AV		80		17,475
2		21			Omp Open Masonry F	42	878	2005		C+	AV		80		702
3		33			Mason Concrete Patic	221	912	2005		C+	AV		80		730

HSF: 1,826 **TSF:** 2,529 204,738 **Total:** 163,790

Entrances

Revisit:
Reason:

Appr	Date	Code	Rev2

Building Permit

Date	Permit #	Permit $	CO Date	Flg

2020 Tax Year

PAR ID: 32363966600000 | **Map #: K080 058 007** | **JURIS CD: G01 PENDER COUNTY, R40 PENDER EMS** | **F24 ROCKY POINT FIRE, S64 SW FULL SERVICE** | **Route #: 2000**

PIN #: | **PENDER CO NC - Property Card** | Printed: 07/24/23 | Card: 1 of 1 | Appraiser: ZAB

Ownership: 930254
JOHNSON, SARA VENILLA
101 MILAM CT
BURGAW NC 28425

SITUS:
101 MILAM CT

Deeded Acres: .47
Legal Description:
L7 Pb 37/65 Ashton Oaks

Subd:
Nbhd: R3000

Parcel: *101 single family residence*
Fronting:
Location:
Parking:
Utility: ;
Zoning: RP

Sale Dt	I	S	Price	Db/Pg	Valid. Code
07/16/10	WD		177,000	3797/095	
10/06/09	WD		175,000	3692/117	
02/17/06	WD		169,000	2889/323	
08/18/05	WD		150,000	2750/152	
No Valid Sale					

Sketch Vectors
Vector
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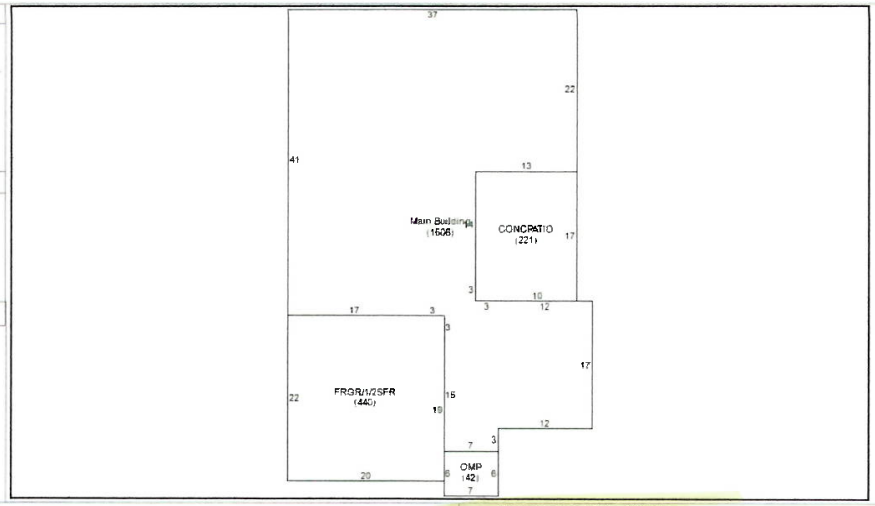
A02D22R20U4CR7D6L7U6 A03R37U19CD17L10L3U3U14R13



Improvement Description: R ranch

Story:	1	**FP Stacks:**	1	**Bsmt:**	continuous sla	**Phys Cond:**	A	**% Complete:**	
Class:	single family	**Openings:**	1	**BSMT Gar:**	0	**CDU:**	AV	**Grade:**	C+
Ext Wall:	alu/vinl	**Prefab FP:**		**Attic:**	none	**Over Depr Tb:**		**C&D Fact:**	
Yr Blt:	2005	**Rooms:**	7	**Baths:**	2	**Fnct Dep %:**		**C&D Desc:**	
Eff Year:		**Bedrooms:**	3	**Half:**		**Fnct Desc:**		**TV/SF**	105.47
Heating:	heat pump	**Unfin Area:**		**Extra Fixt:**		**Econ Dep%:**		**SP/SF**	96.93
Fuel:		**Fin Bsmt Area:**		**Misc 1:**		**Econ Desc:**		**RCN/SF**	112.12
System:		**Rec Room Area:**		**Misc 2:**		**N-Fact:**	.9	**RCNLD/SF**	89.70

Assessment: 2020

Land:	$28,800	Excluded:
BLDG:	$163,790	Ag Use:
Market:	$192,590	
Deferred:	$0	
Exempt:	$0	
Taxable:	$192,590	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
0					Ranch	1,606	181,104	2005		C+	AV		80		144,883
1		13	17		Frgr Frame Garage/1/	440	21,844	2005		C+	AV		80		17,475
2		21			Omp Open Masonry F	42	878	2005		C+	AV		80		702
3		33			Mason Concrete Patic	221	912	2005		C+	AV		80		730

HSF: 1,826 **TSF:** 2,529 204,738 **Total:** 163,790

Entrances
Revisit:
Reason:
Appr Date | **Code** | **Rev2**

Building Permit
Date | **Permit #** | **Permit $** | **CO Date** | **Fig**

2021 Tax Year

PAR ID: 32363966600000 | **Map #: K080 058 007** | **JURIS CD: G01 PENDER COUNTY / R40 PENDER EMS** | **F24 ROCKY POINT FIRE / S64 SW FULL SERVICE** | **Route #: 2000**

PIN #: | **PENDER CO NC - Property Card** | Printed: 07/24/23 | Card: 1 of 1 | Appraiser: ZAB

Ownership: 930254
JOHNSON, SARA VENILLA
101 MILAM CT
BURGAW NC 28425

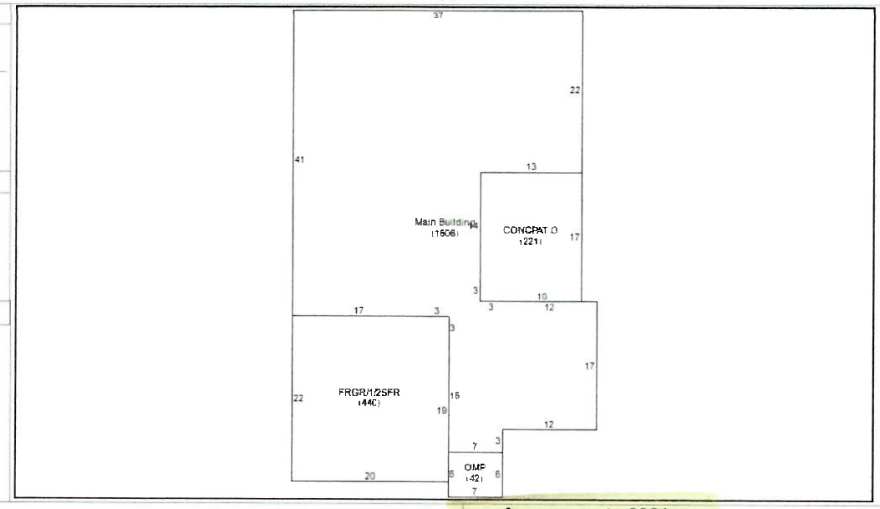
Subd:
Nbhd: R3000

SITUS:
101 MILAM CT

Deeded Acres: .47
Legal Description:
L7 Pb 37/65 Ashton Oaks

Parcel: 101 single family residence

	Sale Dt	I	S	Price	Db/Pg	Valid. Code
Fronting:	07/16/10	WD		177,000	3797/095	
Location:	10/06/09	WD		175,000	3692/117	
Parking:	02/17/06	WD		169,000	2889/323	
Utility: ;	08/18/05	WD		150,000	2750/152	
Zoning: RP	No Valid Sale					



Sketch Vectors

Vector

A00CU41R37D22L13D14D3R3R12D17L12D3L7U15U3L3L17 A01CD22R20U19U3L3L17 A02D22R20U4CR7D6L7U6 A03R37U19CD17L10L3U3U14R13

Improvement Description: R ranch

Story:	1	**FP Stacks:**	1	**Bsmt:**	continuous sla	**Phys Cond:**	A	**% Complete:**	
Class:	single family	**Openings:**	1	**BSMT Gar:**	0	**CDU:**	AV	**Grade:**	C+
Ext Wall:	alu/vinl	**Prefab FP:**		**Attic:**	none	**Over Depr Tb:**		**C&D Fact:**	
Yr Blt:	2005	**Rooms:**	7	**Baths:**	2	**Fnct Dep %:**		**C&D Desc:**	
Eff Year:		**Bedrooms:**	3	**Half:**		**Fnct Desc:**		**TV/SF**	105.47
Heating:	heat pump	**Unfin Area:**		**Extra Fixt:**		**Econ Dep%:**		**SP/SF**	96.93
Fuel:		**Fin Bsmt Area:**		**Misc 1:**		**Econ Desc:**		**RCN/SF**	112.12
System:		**Rec Room Area:**		**Misc 2:**		**N-Fact:**	.9	**RCNLD/SF**	89.70

Assessment: 2021

Land:	$28,800	Excluded:
BLDG:	$163,790	Ag Use:
Market:	$192,590	
Deferred:	$0	
Exempt:	$0	
Taxable:	$192,590	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
0					Ranch	1,606	181,104	2005		C+	AV		80		144,883
1		13	17		Frgr Frame Garage/1/	440	21,844	2005		C+	AV		80		17,475
2		21			Omp Open Masonry F	42	878	2005		C+	AV		80		702
3		33			Mason Concrete Patic	221	912	2005		C+	AV		80		730

2022 Tax Year

PAR ID: 32363966600000 | **Map #: K080 058 007** | **JURIS CD: G01 PENDER COUNTY, R40 PENDER EMS** | **F24 ROCKY POINT FIRE, S64 SW FULL SERVICE** | **Route #: 2000**

PIN #: | **PENDER CO NC - Property Card** | Printed: 07/24/23 | Card: 1 of 1 | Appraiser: ZAB

Ownership: 930254
JOHNSON, SARA VENILLA
101 MILAM CT
BURGAW NC 28425

Subd:
Nbhd: R3000

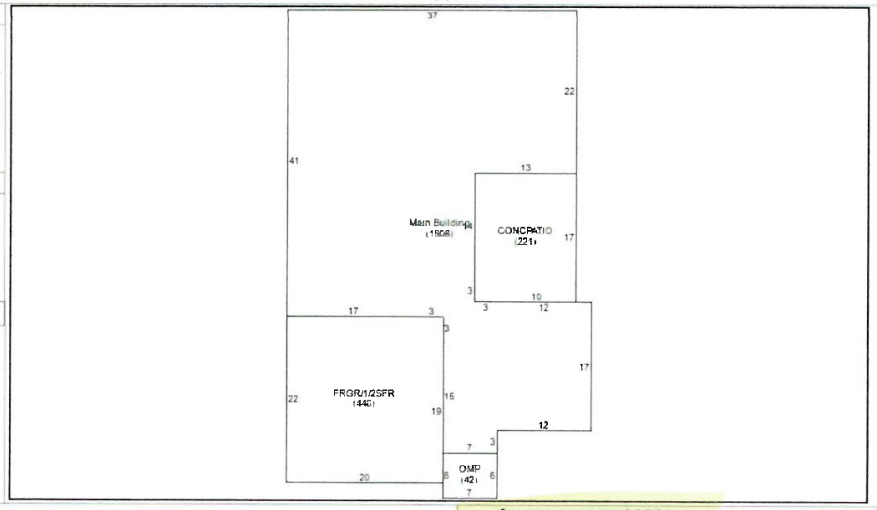
SITUS:
101 MILAM CT

Deeded Acres: .47
Legal Description:
L7 Pb 37/65 Ashton Oaks

Parcel: 101 single family residence

Fronting:	
Location:	
Parking:	
Utility:	;
Zoning:	RP

Sale Dt	I	S	Price	Db/Pg	Valid. Code
07/16/10	WD		177,000	3797/095	
10/06/09	WD		175,000	3692/117	
02/17/06	WD		169,000	2889/323	
08/18/05	WD		150,000	2750/152	
No Valid Sale					



Sketch Vectors

Vector
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A02D22R20U4CR7D6L7U6 A03R37U19CD17L10L3U3U14R13

Improvement Description: R ranch

Story:	1	**FP Stacks:**	1	**Bsmt:**	continuous sla	**Phys Cond:**	A	**% Complete:**	
Class:	single family	**Openings:**	1	**BSMT Gar:**	0	**CDU:**	AV	**Grade:**	C+
Ext Wall:	alu/vinl	**Prefab FP:**		**Attic:**	none	**Over Depr Tb:**		**C&D Fact:**	
Yr Blt:	2005	**Rooms:**	7	**Baths:**	2	**Fnct Dep %:**		**C&D Desc:**	
Eff Year:		**Bedrooms:**	3	**Half:**		**Fnct Desc:**		**TV/SF**	105.47
Heating:	heat pump	**Unfin Area:**		**Extra Fixt:**		**Econ Dep%:**		**SP/SF**	96.93
Fuel:		**Fin Bsmt Area:**		**Misc 1:**		**Econ Desc:**		**RCN/SF**	112.12
System:		**Rec Room Area:**		**Misc 2:**		**N-Fact:**	.9	**RCNLD/SF**	89.70

Assessment: 2022

Land:	$28,800	Excluded:
BLDG:	$163,790	Ag Use:
Market:	$192,590	
Deferred:	$0	
Exempt:	$45,000	
Taxable:	$147,590	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
0					Ranch	1,606	181,104	2005		C+	AV		80		144,883
1		13	17		Frgr Frame Garage/1/	440	21,844	2005		C+	AV		80		17,475
2		21			Omp Open Masonry F	42	878	2005		C+	AV		80		702
3		33			Mason Concrete Patic	221	912	2005		C+	AV		80		730

2023 Tax Year

PAR ID: 32363966600000 | **Map #: K080 058 007** | **JURIS CD: G01 PENDER COUNTY / R40 PENDER EMS** | **F24 ROCKY POINT FIRE / S64 SW FULL SERVICE** | **Route #: 2000**

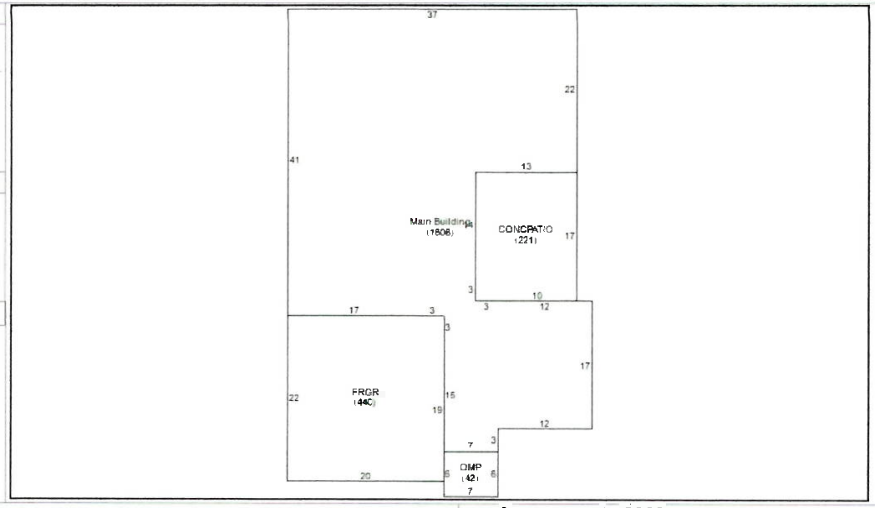
PIN #: | **PENDER CO NC - Property Card** | Printed: 07/24/23 | Card: 1 of 1 | Appraiser: EWD

Ownership: 930254
JOHNSON, SARA VENILLA
101 MILAM CT
BURGAW NC 28425

Subd:
Nbhd: R3000

SITUS:
101 MILAM CT

Deeded Acres: .47
Legal Description:
L7 Pb 37/65 Ashton Oaks



Parcel: 101 single family residence

	Sale Dt	I	S	Price	Db/Pg	Valid. Code
Fronting:	07/16/10	WD		177,000	3797/095	
Location:	10/06/09	WD		175,000	3692/117	
Parking:	02/17/06	WD		169,000	2889/323	
Utility: ;	08/18/05	WD		150,000	2750/152	
Zoning: RP	No Valid Sale					

Sketch Vectors

Vector

A00CU41R37D22L13D14D3R3R12D17L12D3L7U15U3L3L17 A01CD22R20U19U3L3L17
A02D22R20U4CR7D6L7U6 A03R37U19CD17L10L3U3U14R13

Improvement Description: R ranch

Story:	1	**FP Stacks:**	1	**Bsmt:**	continuous sla	**Phys Cond:**	A	**% Complete:**	
Class:	single family	**Openings:**	1	**BSMT Gar:**	0	**CDU:**	AV	**Grade:**	C+
Ext Wall:	alu/vinl	**Prefab FP:**		**Attic:**	none	**Over Depr Tb:**		**C&D Fact:**	
Yr Blt:	2005	**Rooms:**	7	**Baths:**	2	**Fnct Dep %:**		**C&D Desc:**	
Eff Year:		**Bedrooms:**	3	**Half:**		**Fnct Desc:**		**TV/SF**	113.29
Heating:	heat pump	**Unfin Area:**		**Extra Fixt:**		**Econ Dep%:**		**SP/SF**	110.21
Fuel:		**Fin Bsmt Area:**		**Misc 1:**		**Econ Desc:**		**RCN/SF**	119.20
System:		**Rec Room Area:**		**Misc 2:**		**N-Fact:**	.9	**RCNLD/SF**	95.36

Assessment: 2023

Land:	$28,800	Excluded:
BLDG:	$153,142	Ag Use:
Market:	$181,942	
Deferred:	$0	
Exempt:	$45,000	
Taxable:	$136,942	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
0					Ranch	1,606	181,104	2005		C+	AV		80		144,883
1		13			Frgr Frame Garage	440	8,534	2005		C+	AV		80		6,827
2		21			Omp Open Masonry F	42	878	2005		C+	AV		80		702
3		33			Mason Concrete Patic	221	912	2005		C+	AV		80		730

HSF: 1,606 **TSF:** 2,309 191,428 **Total:** 153,142

Entrances

Revisit:
Reason:

Appr	Date	Code	Rev2

Building Permit

Date	Permit #	Permit $	CO Date	Flg

PENDER COUNTY

Real Estate Tax Statement

Parcel: 3236-39-6660-0000
Location: 101 MILAM CT

Owner:
JOHNSON, SARA VENILLA
101 MILAM CT
BURGAW NC 28425

Status:
Square 0

Land Valuation:	28,800
Building Valuation:	163,790
Exemptions:	45,000
Taxable Valuation:	147,590
Interest Due Next Month:	0.00

Legal Description:
L7 PB 37/65 ASHTON OAKS

Deed Date: **Book/Page:** **Interest Date:** 07/24/2023

Year	Type	Bill
2022	RE-R	16799

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	SW FULL	220.00	0.00	0.00	0.00
	ROCKY PT	147.59	0.00	0.00	0.00
	PENDER CO	951.96	0.00	0.00	0.00
	EMS	136.52	0.00	0.00	0.00
		1,456.07	0.00	0.00	0.00
Year Totals		1,456.07	0.00	0.00	0.00

Year	Type	Bill
2021	RE-R	66845

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	SW FULL	220.00	0.00	0.00	0.00
	ROCKY PT	192.59	0.00	0.00	0.00
	PENDER CO	1,242.21	0.00	0.00	0.00
	EMS	178.15	0.00	0.00	0.00
		1,832.95	0.00	0.00	0.00
Year Totals		1,832.95	0.00	0.00	0.00

Year	Type	Bill
2020	RE-R	16644

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	SW FULL	220.00	0.00	0.00	0.00
	ROCKY PT	168.52	0.00	0.00	0.00
	PENDER CO	1,242.21	0.00	0.00	0.00
	EMS	178.15	0.00	0.00	0.00
		1,808.88	0.00	0.00	0.00
Year Totals		1,808.88	0.00	0.00	0.00

Year	Type	Bill
2019	RE-R	15889

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	SW FULL	220.00	0.00	0.00	0.00
	ROCKY PT	168.52	0.00	0.00	0.00
	EMS	178.15	0.00	0.00	0.00
	PENDER CO	1,242.21	0.00	0.00	0.00
		1,808.88	0.00	0.00	0.00
Year Totals		1,808.88	0.00	0.00	0.00

Report generated: 07/24/2023 13:50:31
User: Melissa Radke (mradke)
Program ID: txtaxstm

July 25, 2023

To Whom it May Concern:

Re: Outstanding Tax Bill for Melissa & Christopher Reaves

We, Melissa & Christopher Reaves, were notified on 7/10/23 that 10% of Melissa Reaves gross income from VaVa Virtual Assistants (her employer) would be withheld to cover an outstanding tax bill to Pender County Tax Department totaling $1129.93. After communication with Pender County Tax Department, we determined that this outstanding bill was for the taxes owed on a boat for the tax years 2017-2021.

The boat in question was reposed by Bank of the West in February 2018. We have provided documentation showing that this boat was no longer in our (Melissa & Christopher Reaves) possession as of February 2018.

Since the boat was no longer in our (Melissa & Christopher Reaves) possession as of February 2018, we are asking that Pender County release the tax bills for 2019-2021 and that we will not be held responsible for tax bill for 2019-2021, since the boat was no longer in our possession. We, Melissa & Christopher Reaves, will be responsible for the 2017 & 2018 past due tax bills.

Thank you,

Melissa Reaves & Christopher Reaves

11352902-4821-1-1*

PENDER COUNTY
Office of Tax Assessor
P.O. Box 67
300 E Freemont St
Burgaw, North Carolina 28425
Telephone: 910-259-1221 • Fax: 910-259-1482
http://www.pendercountync.gov

PENDER COUNTY
2022 INDIVIDUAL LISTING FORM

FILL OUT FORM COMPLETELY

RETURN NO LATER THAN MARCH 1, 2022
TO AVOID A 10% PENALTY!

**********AUTO**5-DIGIT 28443
11352902 0817PPPL 4821 1 1 1

REAVES, MELISSA CASPER
100 WEIR DR
HAMPSTEAD NC 28443-8280

Acct. No. 973204
Abstract No. P973204
Fire District Township G01
PIN
EMAIL ADDRESS
EMPLOYER
SPOUSE'S EMPLOYER
HOME PHONE
WORK PHONE

PERSONAL PROPERTY

1. IN THE SECTION BELOW, DELETE THE ITEMS THAT WERE NO LONGER IN YOUR POSSESSION JANUARY 1, 2022 ~~BY DRAWING A LINE THROUGH THE ITEM~~. IF YOU STILL OWN ITEMS IN THIS SECTION, DO NOT CHANGE. IF THERE ARE NO ITEMS LISTED IN BLUE TYPE BELOW, NO PERSONAL PROPERTY WAS LISTED FOR THIS ABSTRACT IN 2021. ANY UNLISTED TAXABLE PERSONAL PROPERTY YOU OWN ON JANUARY 1, 2022 SHOULD BE LISTED IN SECTION 2.

~~BT BOAT AND MOTOR 2016 CAROLINA~~	

THE PERSONAL PROPERTY ITEMS TO BE LISTED ARE MOBILE HOMES, BOATS, JET SKIS, AIRCRAFT, MULT-YEAR TAGGED TRAILERS AND ANY UNREGISTERED OR UNTAGGED AUTOMOBILES, TRUCKS, TRAILERS, CAMPERS, MOTOR HOMES, AND MOTORCYCLES. **DO NOT LIST TAGGED AND REGISTERED VEHICLES!**

ITEM TYPE: **AC**-AIRPLANE **BT**-BOAT, JET SKI **BTM**-BOAT MOTOR **UV**-UNREGISTERED VEHICLES **CP**-CAMPER **MH**-MOBILE HOME OR MANUFACTURED HOME **HH**-HOUSEHOLD RENTAL **MHA**-MOBILE HOME ADDITION

2. IN THE SECTION BELOW, LIST ANY ADDITIONAL ITEMS THAT YOU OWNED ON JANUARY 1, 2021 AND NOT PRE-PRINTED ABOVE

ITEM TYPE	MODEL YEAR	MAKE/MODEL	SERIAL OR ID NUMBER	YEAR PURCHASED	SIZE/LENGTH	BOAT MTR HP INB OR OUTB	TAX OFFICE USE
						/	
						/	
						/	
						/	

10817PPPL 1/18/22 PMS 286, K

3. IF YOU SOLD OR DELETED ITEMS LISTED IN SECTION 1 ABOVE, PLEASE PROVIDE THE NAME AND ADDRESS OF THE BUYER (OR AS MUCH INFORMATION AS POSSIBLE) Repossed in 2018 - Bank of the West

4. IF YOU ADDED A MOBILE HOME OR MANUFACTURED HOME IN THE ABOVE SECTION, PLEASE PROVIDE THE PHYSICAL ADDRESS (WHERE YOU HAVE IT SET UP)

5. IF YOU LISTED A BOAT OR JET SKI IN THE ABOVE SECTIONS AND IT IS STORED AT A MARINA, PLEASE PROVIDE THE NAME AND ADDRESS OF THE MARINA.

6. IF YOU LISTED A CAMPER IN THE ABOVE SECTIONS AND IT IS PARKED AT A CAMPGROUND, PLEASE PROVIDE THE NAME AND ADDRESS OF THE CAMPGROUND.

REAL PROPERTY - REAL ESTATE

7. DID YOU BUY OR BUILD A NEW (2021) HOUSE OR BUILDING IN 2021? ____YES __X__NO WAS IT 100% COMPLETE ON JANUARY 1, 2022? ____YES ____NO HOW MUCH DID IT COST? $_____ DOES PRICE INCLUDE LOT? ____YES ____NO

8. WERE ANY ADDITIONS/CHANGES TO YOUR HOUSE OR BUILDINGS MADE DURING 2021 OR PREVIOUS YEARS AND NOT LISTED ON YOUR TAX RECORDS? ____YES __X__NO IF YES, DESCRIBE CHANGES

9. IF YOUR ANSWER IS YES TO QUESTION #8 ABOVE, WHAT YEAR DID ADDITIONS AND CHANGES BEGIN? _____ WHAT YEAR WERE THEY COMPLETE? _____

10. DID YOU DEMOLISH OR REMOVE BUILDINGS IN 2021? ____YES __X__NO. IF YES, DESCRIBE

AFFIRMATION - SIGNATURE MUST BE OWNER, PARTNER OR PRINCIPLE OFFICER

11. UNDER THE PENALTIES PRESCRIBED BY LAW, I HEREBY AFFIRM THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS LISTING WITH ANY AND ALL STATEMENTS [redacted]

SIGNATURE OF OWNER [redacted] DATE

INFORMATION AND INSTRUCTIONS ON REVERSE SIDE

K OF THE WEST

EXPLANATION OF DEFICIENCY AND DEMAND FOR PAYMENT

ISSA REAVES
ISTOPHER REAVES
VEIR DR
IPSTEAD, NC 28443

ake/Model:	Serial Number:	Contract Number:	Contract Date:
AROLINA SKIFF 23 ULTR	[redacted]	[redacted]	12/4/2015

NTION BORROWER(S): As you have been previously informed, due to the default on the above-referenced loan contract, the securing the loan was repossessed by Bank of the West (the "Bank") and has been disposed of at public or private sale. The proceeds ale, after paying the Bank's costs, have been applied to your loan balance to reduce the amount that you owe. You still owe the nce. The difference is called the "deficiency." This notice sets forth how the Bank computes your deficiency balance, and makes d upon you for payment.

UNTING AND EXPLANATION OF DEFICIENCY:

s of 02/06/18 the aggregate amount of your obligations secured by the collateral.	$ 45,090.90
ESS the amount of proceeds of the disposition.	$ 33,500.00
QUALS the aggregate amount of the obligations after deducting the amount of proceeds	$ 11,590.90
LUS the aggregate amount of expenses incurred by the Bank in repossession and sale of the collateral. his amount includes expenses of retaking, holding, preparing for disposition, processing, and disposing the collateral, and attorneys' fees which are known to the Bank and relate to the disposition. AIL FULL $230, AUTO IMS $4, SUBLET REPAIR 1 $42.50, MARINE INSPC CHGS $100, NSPORTATION $511.70, WINTERIZATION $65, SALE FEE $250	$ 1,203.20
ESS the aggregate amount of credits. This amount includes credits, including rebates of interest or edit service charges to which the Bank knows you are entitled and which are not reflected item 1 above. Credits reflected here, if any, are of the following type(s):	$ -
LUS interest accrued from the date shown in item 1 above through the date of this notice. terest continues to accrue.	$ 164.39
QUALS the total amount of your deficiency as of the date of the notice. *	**$ 12,958.49**

deficiency balance is calculated, in part, based on the expenses and credits known to the Bank as of the date of this notice. Interest es to accrue on the amount owed. Further, the deficiency balance may increase or decrease with the application of future debits, and charges, rebates, and expenses currently unknown to the Bank (including expenses related to the repossession and sale of the al for which the Bank has not yet been billed).

ND FOR PAYMENT. You are liable for payment of the deficiency computed above, plus interest accruing at the contract rate est. Interest is accruing at the rate of $ 1.82 per day starting the day after the date of this notice.

RE TO PAY YOUR DEFICIENCY MAY SUBJECT YOU TO FURTHER COLLECTIONS ACTION, INCLUDING A LAWSUIT NG A JUDGMENT AGAINST YOU. Please mail a check for the amount of the deficiency as set forth in Item 7 above plus the total *interest on said amount within fourteen (14) days to the following address:*

Bank of the West
P.O. BOX 2634
Omaha, NE 68103

of Notice: March 7, 2018

ave any questions regarding this notice, please contact us at (800) 653-0376 during our business hours of 8:00 a.m. 4:30 p.m. Pacific Time, Monday through Friday.

ave a hearing or speech impairment and use Telecommunications Relay Services (TRS) or a Text Telephone, dial 711 or with a TRS operator or our direct TTY at 1 (800) 243-3468.

PENDER COUNTY

Personal Property Tax Statement

Property 12635
Location:

Owner:
REAVES, MELISSA CASPER
100 WEIR DR
HAMPSTEAD NC 28443

Status:

Taxable Valuation: 30,460
Interest Due Next Month: 231.27
Interest Date: 07/13/2023

Year	Type	Bill
2021	PP-R	11234

Taxable Value: 30,460.

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	PENDER CO	196.47	196.47	30.45	226.92
	HAMPSTEAD	28.94	28.94	4.49	33.43
	EMS	28.18	28.18	4.37	32.55
	GAR FEE	60.00	60.00	9.30	69.30
		313.59	313.59	48.61	362.20
Year Totals		**313.59**	**313.59**	**48.61**	**362.20**

Year	Type	Bill
2020	PP-R	11156

Taxable Value: 32,957

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	PENDER CO	212.57	212.57	52.08	264.65
	HAMPSTEAD	31.31	31.31	7.67	38.98
	EMS	30.49	30.49	7.47	37.96
	PENDER CO	21.26	21.26	5.21	26.47
	HAMPSTEAD	3.13	3.13	0.77	3.90
	EMS	3.05	3.05	0.75	3.80
		301.81	301.81	73.95	375.76
Year Totals		**301.81**	**301.81**	**73.95**	**375.76**

Year	Type	Bill
2019	PP-R	11927

Taxable Value: 33,193

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	PENDER CO	214.09	214.09	71.72	285.81
	HAMPSTEAD	31.53	31.53	10.56	42.09
	EMS	30.70	30.70	10.28	40.98
	PENDER CO	21.41	21.41	7.17	28.58
	HAMPSTEAD	3.15	3.15	1.06	4.21
	EMS	3.07	3.07	1.03	4.10
		303.95	303.95	101.82	405.77
Year Totals		**303.95**	**303.95**	**101.82**	**405.77**
Grand Totals		**919.35**	**919.35**	**224.38**	**1,143.73**

** End of Report - Generated by Josephine Woods **

Eric Davis

From: Carolyn Nolan [redacted]
Sent: Friday, June 23, 2023 6:04 PM
To: Eric Davis
Subject: [External]Tax refund 2019-2022

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.

Following communication with Pender County, and review of tax records, Mr. Eric Davis confirmed a gross error based on square footage of the property at: 1711 S. Anderson Blvd. Topsail Beach, NC 28445,

As property owner, therefore I am requesting a refund of the years 2019-2022, for over charge. I further understand that Topsail Beach will be be advised of the error and will correct their records and refund accordingly.

Thank you for your assistance in this matter,

Carolyn Nolan
4844 Westchester Road
Winston-Salem, NC 27103
[redacted]

iasWorld Photo Report

4202-81-4952-0000 10/18/2017

Metadata

Filename	LI122150.jpg
Category	Front
Jurisdiction	071
Parcel Id	42028149520000
Year	2017

PAR ID: 42028149520000 | **Map #: R121 046 006** | **JURIS CD: G01 PENDER COUNTY R40 PENDER EMS** | **C54 TOWN OF TOPSAIL BEACH** | **Route #: 424000**

PIN #: | **PENDER CO NC - Property Card** | Printed: 07/24/23 Card: 1 of 1 Appraiser: LJK

Ownership: 1000246
NOLAN, CAROLYN N TRUSTEE
4844 WESTCHESTER ROAD
WINSTON SALEM NC 27103

SITUS:
1711 S ANDERSON BLVD

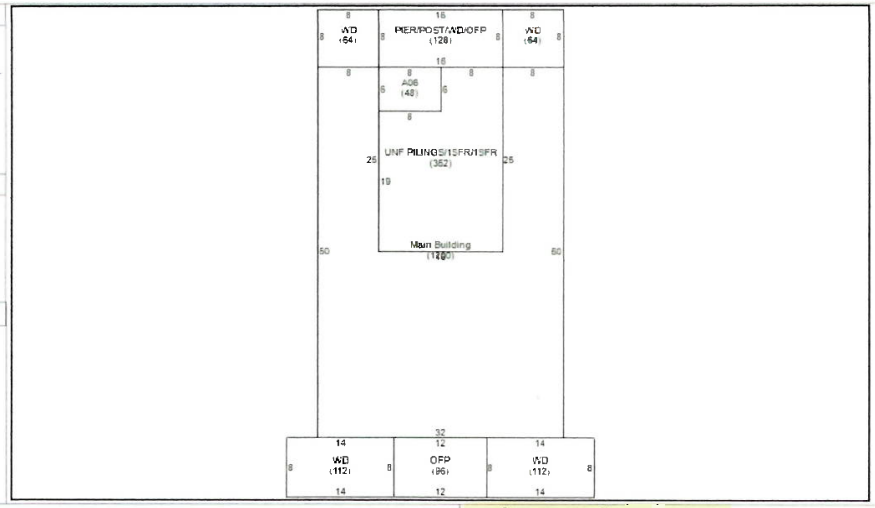
Deeded Acres: 0
Legal Description:
L6,Pb 9/51 New Topsail Beach

Subd: 2-108 New Topsail Beach
Nbhd: R2073

Parcel: 101 single family residence

Fronting: 5 cul-de-sac
Location:
Parking:
Utility: 01 electricity; 05 sptctank
Zoning: INCORP

Sale Dt	I	S	Price	Db/Pg	Valid. Code
01/24/19	NON	2		4678/134	
01/16/08	ADM			1A/9615	
07/31/06	WD			3016/061	
06/19/03	WD			2147/134	
No Valid Sale					



Sketch Vectors

Vector

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Improvement Description: R beach cottage

Story:	1	**FP Stacks:**	0	**Bsmt:**	pier/post	**Phys Cond:**	A	**% Complete:**	
Class:	single family	**Openings:**	0	**BSMT Gar:**	0	**CDU:**	AV	**Grade:**	C
Ext Wall:	frame	**Prefab FP:**		**Attic:**	none	**Over Depr Tb:**		**C&D Fact:**	
Yr Blt:	2012	**Rooms:**	8	**Baths:**	3	**Fnct Dep %:**		**C&D Desc:**	
Eff Year:		**Bedrooms:**	3	**Half:**		**Fnct Desc:**		**TV/SF**	200.87
Heating:	heat pump	**Unfin Area:**		**Extra Fixt:**		**Econ Dep%:**		**SP/SF**	0.00
Fuel:		**Fin Bsmt Area:**		**Misc 1:**		**Econ Desc:**		**RCN/SF**	94.14
System:		**Rec Room Area:**		**Misc 2:**		**N-Fact:**	1.15	**RCNLD/SF**	88.50

Assessment: 2023

Land:	$173,581	Excluded:
BLDG:	$218,522	Ag Use:
Market:	$392,103	
Deferred:	$0	
Exempt:	$0	
Taxable:	$392,103	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
0					Beach Cottage	1,200	137,940	2012		C	AV		94		129,664
1	356	10	10		One Story Frame/One	352	33,352	2012		C	AV		94		31,351
2		31			Wood Deck	112	1,232	2012		C	AV		94		1,158
3		11			Ofp Open Frame Porc	96	1,699	2012		C	AV		94		1,597
4		31			Wood Deck	112	1,232	2012		C	AV		94		1,158
5		31			Wood Deck	64	704	2012		C	AV		94		662
6	356	10	11		One Story Frame/Ofp	48	3,132	2012		C	AV		94		2,944
7	98	31	11		Wood Deck/Ofp Open	128	3,776	2012		C	AV		94		3,549
8		31			Wood Deck	64	704	2012		C	AV		94		662

HSF: 1,952 ***TSF:*** 3,232 183,771 ***Total:*** 172,745

Entrances

Revisit:
Reason:

Appr	Date	Code	Rev2

Building Permit

Date	Permit #	Permit $	CO Date	Flg
05/16/2022	AUDIT			:C
SQ FT TOO HIGH REMEASURE				
07/26/2012	13274			:C
REVISIT FOR IMAGE & FINAL CHAR				

PAR ID: 42028149520000 | **Map #: R121 046 006** | **JURIS CD: G01 PENDER COUNTY R40 PENDER EMS** | **C54 TOWN OF TOPSAIL BEACH** | **Route #: 424000**

PIN #: | **PENDER CO NC - Property Card** | Printed: 07/24/23 Card: 1 of 1 Appraiser: BJS

Ownership: 1000246

NOLAN, CAROLYN N TRUSTEE
4844 WESTCHESTER ROAD
WINSTON SALEM NC 27103

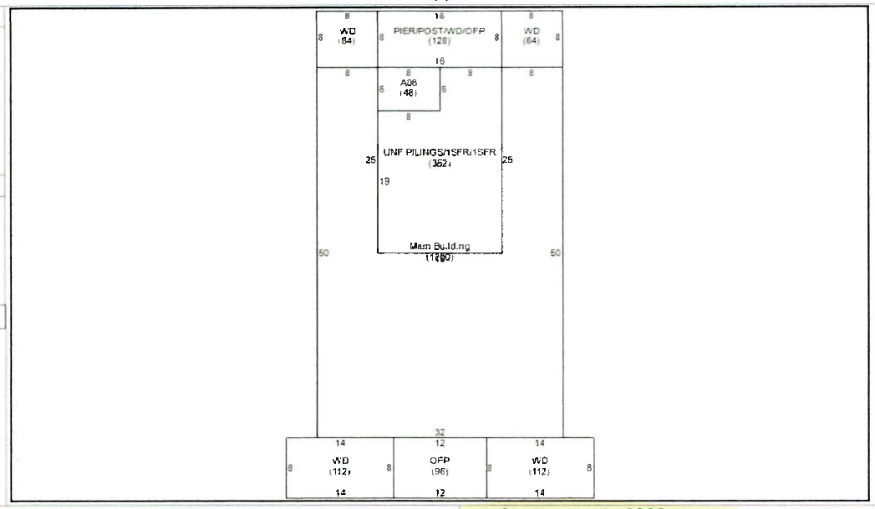
SITUS:
1711 S ANDERSON BLVD

Deeded Acres: 0
Legal Description:
L6,Pb 9/51 New Topsail Beach

Subd: 2-108 New Topsail Beach
Nbhd: R2073

Parcel: *101 single family residence*
Fronting: 5 cul-de-sac
Location:
Parking:
Utility: 01 electricity; 05 sptctank
Zoning: INCORP

Sale Dt	I	S	Price	Db/Pg	Valid. Code
01/24/19	NON	2		4678/134	
01/16/08	ADM			1A/9615	
07/31/06	WD			3016/061	
06/19/03	WD			2147/134	
No Valid Sale					



Sketch Vectors

Vector

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Improvement Description: R ranch

Story:	2	**FP Stacks:**	0	**Bsmt:**	pier/post	**Phys Cond:**	A	**% Complete:**	
Class:	single family	**Openings:**	0	**BSMT Gar:**	0	**CDU:**	AV	**Grade:**	C
Ext Wall:	wd panel	**Prefab FP:**		**Attic:**	none	**Over Depr Tb:**		**C&D Fact:**	
Yr Blt:	2012	**Rooms:**	8	**Baths:**	3	**Fnct Dep %:**		**C&D Desc:**	
Eff Year:		**Bedrooms:**	3	**Half:**		**Fnct Desc:**		**TV/SF**	156.75
Heating:	heat pump	**Unfin Area:**		**Extra Fixt:**		**Econ Dep%:**		**SP/SF**	0.00
Fuel:		**Fin Bsmt Area:**		**Misc 1:**		**Econ Desc:**		**RCN/SF**	85.51
System:		**Rec Room Area:**		**Misc 2:**		**N-Fact:**	1.15	**RCNLD/SF**	80.38

Assessment: 2022

Land:	$173,581	Excluded:
BLDG:	$320,500	Ag Use:
Market:	$494,081	
Deferred:	$0	
Exempt:	$0	
Taxable:	$494,081	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
0					Ranch	1,200	223,701	2012		C	AV		94		210,279
1	356	10	10		One Story Frame/One	352	33,352	2012		C	AV		94		31,351
2		31			Wood Deck	112	1,232	2012		C	AV		94		1,158
3		11			Ofp Open Frame Porc	96	1,699	2012		C	AV		94		1,597
4		31			Wood Deck	112	1,232	2012		C	AV		94		1,158
5		31			Wood Deck	64	704	2012		C	AV		94		662
6	356	10	11		One Story Frame/Ofp	48	3,132	2012		C	AV		94		2,944
7	98	31	11		Wood Deck/Ofp Open	128	3,776	2012		C	AV		94		3,549
8		31			Wood Deck	64	704	2012		C	AV		94		662

HSF: 3,152 **TSF:** 4,432 269,532 **Total:** 253,360

Entrances

Revisit:
Reason:

Appr	Date	Code	Rev2

Building Permit

Date	Permit #	Permit $	CO Date	Flg
05/16/2022	AUDIT			:C
SQ FT TOO HIGH REMEASURE				
07/26/2012	13274			:C
REVISIT FOR IMAGE & FINAL CHAR				

Page 27 of 54

PAR ID: 42028149520000 | **Map #: R121 046 006** | **JURIS CD: G01 PENDER COUNTY R40 PENDER EMS** | **C54 TOWN OF TOPSAIL BEACH** | **Route #: 424000**

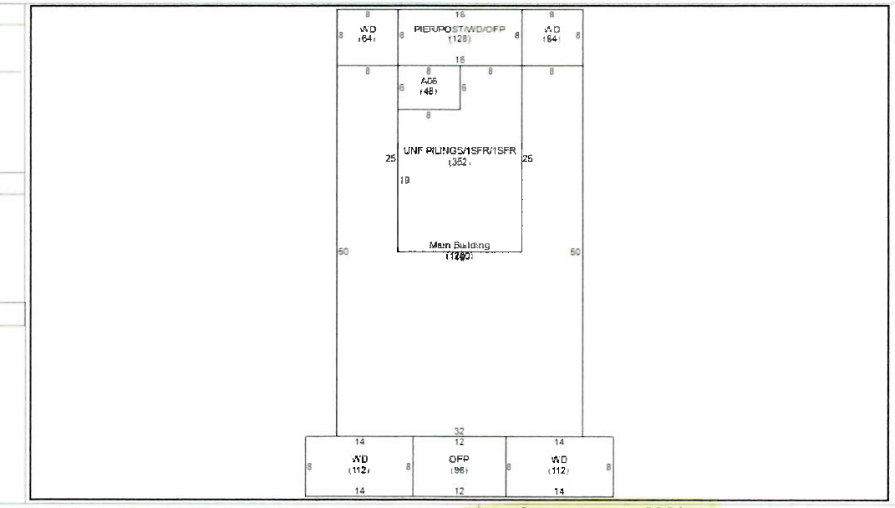
PIN #: | **PENDER CO NC - Property Card** | Printed: 07/24/23 Card: 1 of 1 Appraiser: BJS

Ownership: 1000246
NOLAN, CAROLYN N TRUSTEE
4844 WESTCHESTER ROAD
WINSTON SALEM NC 27103

SITUS:
1711 S ANDERSON BLVD

Deeded Acres: 0
Legal Description:
L6,Pb 9/51 New Topsail Beach

Subd: 2-108 New Topsail Beach
Nbhd: R2073



Parcel: 101 single family residence	Sale Dt	I	S	Price	Db/Pg	Valid. Code
Fronting: 5 cul-de-sac	01/24/19	NON	2		4678/134	
Location:	01/16/08	ADM			1A/9615	
Parking:	07/31/06	WD			3016/061	
Utility: 01 electricity; 05 sptctank	06/19/03	WD			2147/134	
Zoning: INCORP	No Valid Sale					

Sketch Vectors

Vector

A00CU50R8D25R16U25R8D50L32 A01R16U50CR8D25L16U19R8U6 A02L4CD8R14U8L14 A03R10CR12D8L12U8 A04R22CR14D8L14U8 A05U50CU8R8D8L8 A06R8U44CU6R8D6L8 A07R8U50CU8R16D8L16 A08U50R24CU8R8D8L8

Improvement Description: R ranch

Story:	2	FP Stacks:	0	Bsmt:	pier/post	Phys Cond:	A	% Complete:	
Class:	single family	Openings:	0	BSMT Gar:	0	CDU:	AV	Grade:	C
Ext Wall:	wd panel	Prefab FP:		Attic:	none	Over Depr Tb:		C&D Fact:	
Yr Blt:	2012	Rooms:	8	Baths:	3	Fnct Dep %:		C&D Desc:	
Eff Year:		Bedrooms:	3	Half:		Fnct Desc:		TV/SF	156.75
Heating:	heat pump	Unfin Area:		Extra Fixt:		Econ Dep%:		SP/SF	0.00
Fuel:		Fin Bsmt Area:		Misc 1:		Econ Desc:		RCN/SF	85.51
System:		Rec Room Area:		Misc 2:		N-Fact:	1.15	RCNLD/SF	80.38

Assessment: 2021

Land:	$173,581	Excluded:
BLDG:	$320,500	Ag Use:
Market:	$494,081	
Deferred:	$0	
Exempt:	$0	
Taxable:	$494,081	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
0					Ranch	1,200	223,701	2012		C	AV		94		210,279
1	356	10	10		One Story Frame/One	352	33,352	2012		C	AV		94		31,351
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6	356	10	11		One Story Frame/Ofp	48	3,132	2012		C	AV		94		2,944
7	98	31	11		Wood Deck/Ofp Open	128	3,776	2012		C	AV		94		3,549
8		31			Wood Deck	64	704	2012		C	AV		94		662

HSF: 3,152 **TSF:** 4,432 269,532 **Total:** 253,360

Entrances

Revisit:
Reason:

Appr	Date	Code	Rev2

Building Permit

Date	Permit #	Permit $	CO Date	Flg
05/16/2022	AUDIT			:C
SQ FT TOO HIGH				
REMEASURE				
07/26/2012	13274			:C
REVISIT FOR IMAGE & FINAL CHAR				

PAR ID: 42028149520000 | **Map #: R121 046 006** | **JURIS CD: G01 PENDER COUNTY / R40 PENDER EMS** | **C54 TOWN OF TOPSAIL BEACH** | **Route #: 424000**

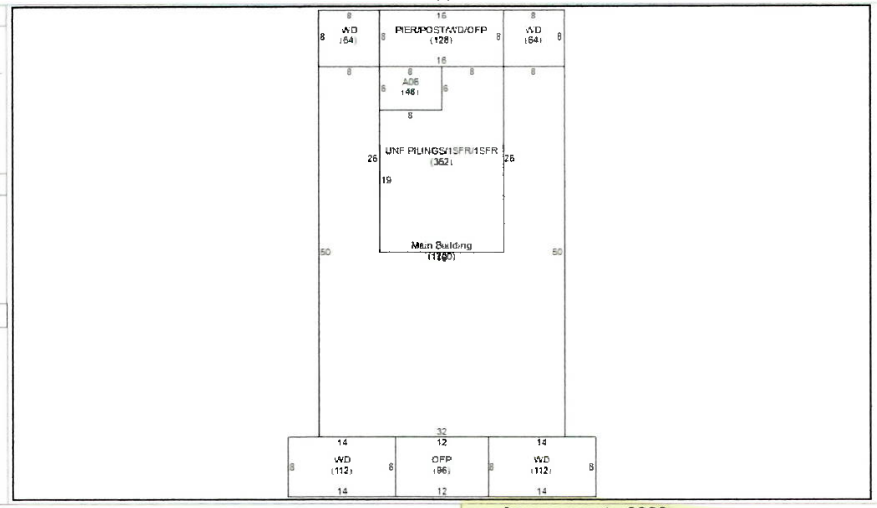
PIN #: | **PENDER CO NC - Property Card** | Printed: 07/24/23 Card: 1 of 1 Appraiser: BJS

Ownership: 1000246
NOLAN, CAROLYN N TRUSTEE
4844 WESTCHESTER ROAD
WINSTON SALEM NC 27103

SITUS:
1711 S ANDERSON BLVD

Deeded Acres: 0
Legal Description:
L6,Pb 9/51 New Topsail Beach

Subd: 2-108 New Topsail Beach
Nbhd: R2073



Parcel: 101 single family residence	Sale Dt	I	S	Price	Db/Pg	Valid. Code
Fronting: 5 cul-de-sac	01/24/19	NON	2		4678/134	
Location:	01/16/08	ADM			1A/9615	
Parking:	07/31/06	WD			3016/061	
Utility: 01 electricity; 05 sptctank	06/19/03	WD			2147/134	
Zoning: INCORP	No Valid Sale					

Sketch Vectors
Vector
A00CU50R8D25R16U25R8D50L32 A01R16U50CR8D25L16U19R8U6 A02L4CD8R14U8L14 A03R10CR12D8L12U8 A04R22CR14D8L14U8 A05U50CU8R8D8L8 A06R8U44CU6R8D6L8 A07R8U50CU8R16D8L16 A08U50R24CU8R8D8L8

Improvement Description: R ranch

Story:	2	FP Stacks:	0	Bsmt:	pier/post	Phys Cond:	A	% Complete:	
Class:	single family	Openings:	0	BSMT Gar:	0	CDU:	AV	Grade:	C
Ext Wall:	wd panel	Prefab FP:		Attic:	none	Over Depr Tb:		C&D Fact:	
Yr Blt:	2012	Rooms:	8	Baths:	3	Fnct Dep %:		C&D Desc:	
Eff Year:		Bedrooms:	3	Half:		Fnct Desc:		TV/SF	156.75
Heating:	heat pump	Unfin Area:		Extra Fixt:		Econ Dep%:		SP/SF	0.00
Fuel:		Fin Bsmt Area:		Misc 1:		Econ Desc:		RCN/SF	85.51
System:		Rec Room Area:		Misc 2:		N-Fact:	1.15	RCNLD/SF	80.38

Assessment: 2020

Land:	$173,581	Excluded:
BLDG:	$320,500	Ag Use:
Market:	$494,081	
Deferred:	$0	
Exempt:	$0	
Taxable:	$494,081	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
0					Ranch	1,200	223,701	2012		C	AV		94		210,279
1	356	10	10		One Story Frame/One	352	33,352	2012		C	AV		94		31,351
2		31			Wood Deck	112	1,232	2012		C	AV		94		1,158
3		11			Ofp Open Frame Porc	96	1,699	2012		C	AV		94		1,597
4		31			Wood Deck	112	1,232	2012		C	AV		94		1,158
5		31			Wood Deck	64	704	2012		C	AV		94		662
6	356	10	11		One Story Frame/Ofp	48	3,132	2012		C	AV		94		2,944
7	98	31	11		Wood Deck/Ofp Open	128	3,776	2012		C	AV		94		3,549
8		31			Wood Deck	64	704	2012		C	AV		94		662

HSF: 3,152 **TSF:** 4,432 269,532 **Total:** 253,360

Entrances
Revisit:
Reason:

Appr	Date	Code	Rev2

Building Permit

Date	Permit #	Permit $	CO Date	Flg
05/16/2022	AUDIT			:C
SQ FT TOO HIGH REMEASURE				
07/26/2012	13274			:C
REVISIT FOR IMAGE & FINAL CHAR				

PAR ID: 42028149520000 | **Map #: R121 046 006** | **JURIS CD: G01 PENDER COUNTY R40 PENDER EMS** | **C54 TOWN OF TOPSAIL BEACH** | **Route #: 424000**

PIN #: | **PENDER CO NC - Property Card** | Printed: 07/24/23 Card: 1 of 1 | Appraiser: BJS

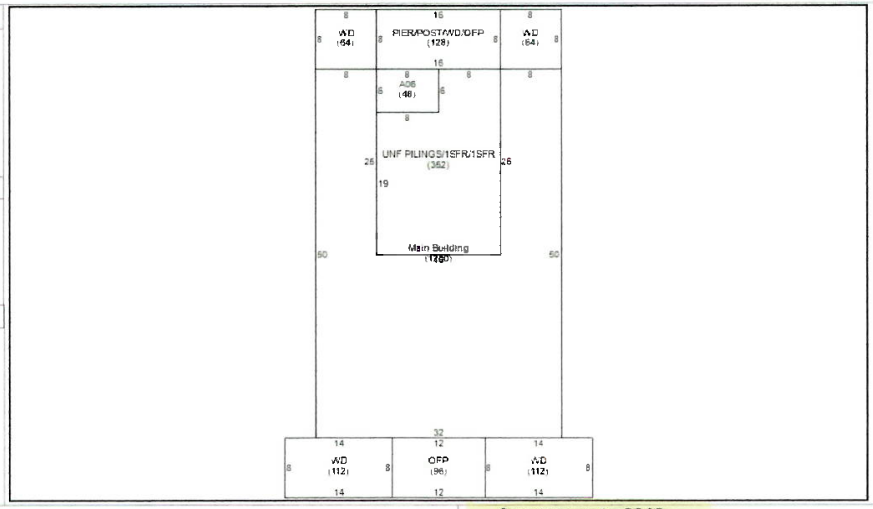
Ownership: 845790

NOLAN, CAROLYN
4844 WESTCHESTER ROAD
WINSTON SALEM NC 27103

Subd: 2-108 New Topsail Beach
Nbhd: R2073

SITUS:
1711 S ANDERSON BLVD

Deeded Acres: 0
Legal Description:
L6,Pb 9/51 New Topsail Beach



Parcel: *101 single family residence*

Fronting:	5 cul-de-sac
Location:	
Parking:	
Utility:	01 electricity; 05 sptctank
Zoning:	INCORP

Sale Dt	I	S	Price	Db/Pg	Valid. Code
01/24/19	NON	2		4678/134	
01/16/08	ADM			1A/9615	
07/31/06	WD			3016/061	
06/19/03	WD			2147/134	
No Valid Sale					

Sketch Vectors

Vector

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Improvement Description: R ranch

Story:	2	**FP Stacks:**	0	**Bsmt:**	pier/post	**Phys Cond:**	A	**% Complete:**	
Class:	single family	**Openings:**	0	**BSMT Gar:**	0	**CDU:**	AV	**Grade:**	C
Ext Wall:	wd panel	**Prefab FP:**		**Attic:**	none	**Over Depr Tb:**		**C&D Fact:**	
Yr Blt:	2012	**Rooms:**	8	**Baths:**	3	**Fnct Dep %:**		**C&D Desc:**	
Eff Year:		**Bedrooms:**	3	**Half:**		**Fnct Desc:**		**TV/SF**	156.75
Heating:	heat pump	**Unfin Area:**		**Extra Fixt:**		**Econ Dep%:**		**SP/SF**	0.00
Fuel:		**Fin Bsmt Area:**		**Misc 1:**		**Econ Desc:**		**RCN/SF**	85.51
System:		**Rec Room Area:**		**Misc 2:**		**N-Fact:**	1.15	**RCNLD/SF**	80.38

Assessment: 2019

Land:	$173,581	Excluded:
BLDG:	$320,500	Ag Use:
Market:	$494,081	
Deferred:	$0	
Exempt:	$0	
Taxable:	$494,081	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
0					Ranch	1,200	223,701	2012		C	AV		94		210,279
1	356	10	10		One Story Frame/One	352	33,352	2012		C	AV		94		31,351
2		31			Wood Deck	112	1,232	2012		C	AV		94		1,158
3		11			Ofp Open Frame Porc	96	1,699	2012		C	AV		94		1,597
4		31			Wood Deck	112	1,232	2012		C	AV		94		1,158
5		31			Wood Deck	64	704	2012		C	AV		94		662
6	356	10	11		One Story Frame/Ofp	48	3,132	2012		C	AV		94		2,944
7	98	31	11		Wood Deck/Ofp Open	128	3,776	2012		C	AV		94		3,549
8		31			Wood Deck	64	704	2012		C	AV		94		662

HSF: 3,152 **TSF:** 4,432 269,532 **Total:** 253,360

Entrances

Revisit:
Reason:

Appr	Date	Code	Rev2

Building Permit

Date	Permit #	Permit $	CO Date	Flg
05/16/2022	AUDIT			:C
SQ FT TOO HIGH REMEASURE				
07/26/2012	13274			:C
REVISIT FOR IMAGE & FINAL CHAR				

Melissa Radke

From: Debbie Oliver [redacted]
Sent: Wednesday, July 26, 2023 10:25 AM
To: Debbie Oliver; Melissa Radke
Subject: [External]Re: Pender County Refund Request - for tax years 2019-2022

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.

To the members of the board;

First, I would like to thank you for taking the time to hear my situation.

\ I am requesting a refund for being overcharged from 2019 to 2022.

When I received the tax bill for 2023, I realized for the first time that you had the square footage of our home increased by over 5 hundred square feet. I called the assessment department in January 2023 to request someone come look at the house to determine the correct square footage. Someone came to look at the house and when she went back to the office to see how this happened she noticed that someone had changed the material of the house from vinyl to concrete. They also assumed that we had a full second-floor, which we do not, we have a cathedral ceiling in the Great room.

She came back and re-measured and fixed it in the system. She gave me a woman's name to call to request my refund. I was told I needed to write a letter which I did. Every time I checked in there was always another excuse why nothing was happening. The last time was that they got a new administrator and had to take it to her. I called again and was told it had to go in front of the board on June 29.

I called a few weeks later to see what was going on, when someone finally got back to me I was told that It had to go in front of a different board. Then I got a phone call from the administrator explaining to me that I need to write this letter to request a refund. She also told me not to be surprised if they ask her what she thought. She was going to tell them it should be denied based on the laws of North Carolina. I thought this was a little rude. I have been charged for more square footage than I actually have. I'm not sure what law she's talking about but it seems pretty clear to me, if you just do the math.

That being said, she said that it would be up to the board to decide not her. I have been very patient, it's been over 6 months to finally get in front of you. I am asking you to please vote in my favor. I don't know how this happened I did not order anyone to reassess my house. I just don't think it's fair to be taxed for square footage I don't have.

Thank you,

Debra Oliver

From: Melissa Radke <mradke@pendercountync.gov>
Date: July 24, 2023 at 6:22:13 PM EDT
To: [redacted]
Subject: Pender County Refund Request - for tax years 2019-2022

Mrs. Oliver,

Thank you for taking the time to speak with me tonight. I appreciate your understanding in what I am bound by , in the statutes of the state of North Carolina that govern property taxes.

If you would, please send that letter to me requesting a refund for the difference in value based on the square footage difference for tax years 2019, 2020, 2021 and 2022. Including your take on the entire situation will be great for the board to have. I appreciate you taking the time to do that for me so that I can get this before the Board for you in the best and quickest way possible.

My apologies it has taken this long to even get to this point for you.

Have a great night.

Melissa A. Radke, AAS
Tax Administrator
910-259-1222 ext. 1256

February 23,2023

Dear Jessica Hudson, or whim it may concern;

Re; Refund - Parcel ID # 329232326800

Hi my name is Debra Oliver, I live at 53 Sally Ln Hampstead NC. Not sure how I missed this after all these years , but you have been over charging me on the square footed of my home since 2019-2023. Apparently who ever change it put in that my house was a stucco frame and it is vinyl.

I have called Pender county property taxes, and they came and remeasured and it is about 500 square ft to many that I have been charged for. I believe if you look in my file you will see the changes that were made.

If you have any question please feel free to call or email me.
[redacted] or [redacted]

Sincerely

[redacted]

iasWorld Photo Report

3292-32-3268-0000 10/30/2017

Metadata

Filename	BU114026.jpg
Category	Front
Jurisdiction	071
Parcel Id	32923232680000
Year	2017

PAR ID: 32923232680000 | **Map #: P131 094** | **JURIS CD: G01 PENDER COUNTY / R40 PENDER EMS** | **F29 HAMPSTEAD FIRE / S64 SW FULL SERVICE** | **Route #: 76000**

PIN #: | **PENDER CO NC - Property Card** | Printed: 07/24/23 Card: 1 of 1 Appraiser: BJS

Ownership: 917683
OLIVER, DEBRA D
OLIVER, JAMES M
53 SALLY LN
HAMPSTEAD NC 28443

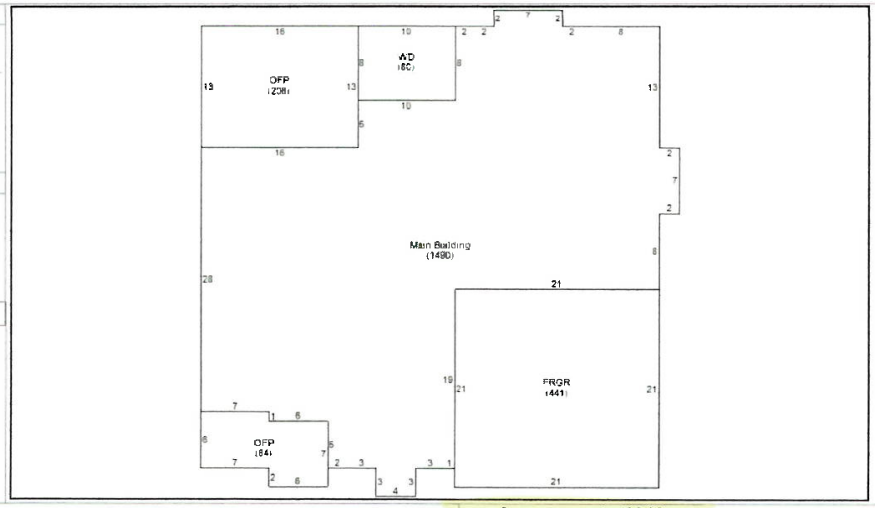
Subd: 2-273 Majestic Oaks
Nbhd: R2044

SITUS:
53 SALLY LANE

Deeded Acres: 0
Legal Description:
L 39, Pb 45/119, Majestic Oaks

Parcel: *101 single family residence*
Fronting:
Location: CA common area
Parking:
Utility: ;
Zoning: RP

Sale Dt	I	S	Price	Db/Pg	Valid. Code
01/16/09	WD		330,000	3566/052	
09/19/08	WD		90,000	3525/067	
11/26/07	ADM			1A/9345	
No Valid Sale					



Sketch Vectors
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A04U41R16CR10D8L10U8

Improvement Description: R colonial

Story:	2	**FP Stacks:**	1	**Bsmt:**	crawl space	**Phys Cond:**	G	**% Complete:**	
Class:	single family	**Openings:**	1	**BSMT Gar:**	0	**CDU:**	AV	**Grade:**	B
Ext Wall:	stucco	**Prefab FP:**		**Attic:**	none	**Over Depr Tb:**		**C&D Fact:**	
Yr Blt:	2008	**Rooms:**	10	**Baths:**	2	**Fnct Dep %:**		**C&D Desc:**	
Eff Year:		**Bedrooms:**	4	**Half:**	1	**Fnct Desc:**		**TV/SF**	132.93
Heating:	heat pump	**Unfin Area:**		**Extra Fixt:**		**Econ Dep%:**		**SP/SF**	110.74
Fuel:		**Fin Bsmt Area:**		**Misc 1:**		**Econ Desc:**		**RCN/SF**	118.35
System:		**Rec Room Area:**		**Misc 2:**		**N-Fact:**		**RCNLD/SF**	98.23

Assessment: 2019

Land:	$97,952	Excluded:
BLDG:	$298,182	Ag Use:
Market:	$396,134	
Deferred:	$0	
Exempt:	$0	
Taxable:	$396,134	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
0					Colonial	1,490	334,708	2008		B	AV		83		277,808
1		13			Frgr Frame Garage	441	10,106	2008		B	AV		83		8,388
2		11			Ofp Open Frame Porc	84	1,933	2008		B	AV		83		1,604
3		11			Ofp Open Frame Porc	208	4,786	2008		B	AV		83		3,972
4		31			Wood Deck	80	1,144	2008		B	AV		83		950

HSF: 2,980 **TSF:** 3,793 352,677 **Total:** 292,722

Entrances
Revisit:
Reason:

Appr	Date	Code	Rev2

Building Permit

Date	Permit #	Permit $	CO Date	Flg
11/14/2022	AUDIT			:C
CATH CEILING IN LIVING ROOM				
SQ FT TOO HIGH PER TP				
05/20/2009	90792			:C

PAR ID: 32923232680000 | **Map #: P131 094** | **JURIS CD: G01 PENDER COUNTY** | **R40 PENDER EMS** | **F29 HAMPSTEAD FIRE** | **S64 SW FULL SERVICE** | **Route #: 76000**

PIN #: | **PENDER CO NC - Property Card** | Printed: 07/24/23 | Card: 1 of 1 | Appraiser: BJS

Ownership: 917683

OLIVER, DEBRA D
OLIVER, JAMES M
53 SALLY LN
HAMPSTEAD NC 28443

Subd: 2-273 Majestic Oaks
Nbhd: R2044

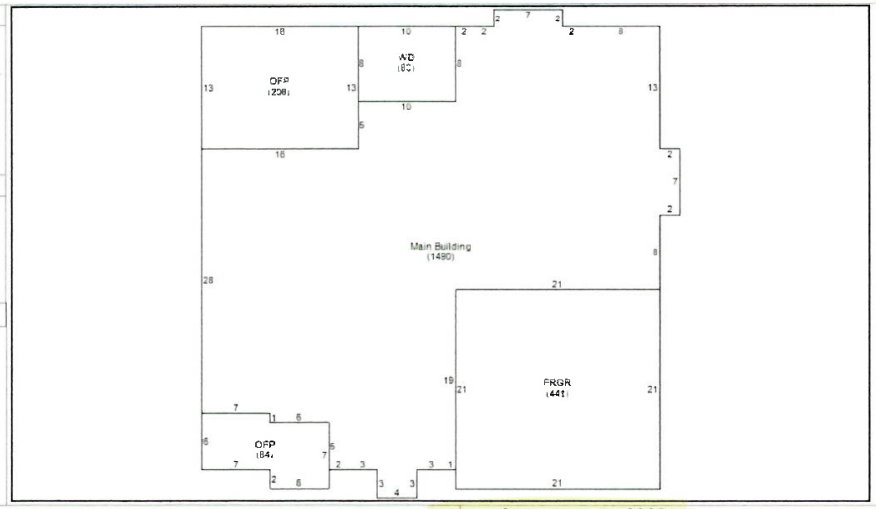
SITUS:
53 SALLY LANE

Deeded Acres: 0
Legal Description:
L 39, Pb 45/119, Majestic Oaks

Parcel: 101 single family residence

Fronting:
Location: CA common area
Parking:
Utility: ;
Zoning: RP

Sale Dt	I	S	Price	Db/Pg	Valid. Code
01/16/09	WD		330,000	3566/052	
09/19/08	WD		90,000	3525/067	
11/26/07	ADM			1A/9345	
No Valid Sale					



Sketch Vectors

Vector

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Improvement Description: R colonial

Story:	2	**FP Stacks:**	1	**Bsmt:**	crawl space	**Phys Cond:**	G	**% Complete:**	
Class:	single family	**Openings:**	1	**BSMT Gar:**	0	**CDU:**	AV	**Grade:**	B
Ext Wall:	stucco	**Prefab FP:**		**Attic:**	none	**Over Depr Tb:**		**C&D Fact:**	
Yr Blt:	2008	**Rooms:**	10	**Baths:**	2	**Fnct Dep %:**		**C&D Desc:**	
Eff Year:		**Bedrooms:**	4	**Half:**	1	**Fnct Desc:**		**TV/SF**	132.93
Heating:	heat pump	**Unfin Area:**		**Extra Fixt:**		**Econ Dep%:**		**SP/SF**	110.74
Fuel:		**Fin Bsmt Area:**		**Misc 1:**		**Econ Desc:**		**RCN/SF**	118.35
System:		**Rec Room Area:**		**Misc 2:**		**N-Fact:**		**RCNLD/SF**	98.23

Assessment: 2020

Land:	$97,952	Excluded:
BLDG:	$298,182	Ag Use:
Market:	$396,134	
Deferred:	$0	
Exempt:	$0	
Taxable:	$396,134	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
0					Colonial	1,490	334,708	2008		B	AV		83		277,808
1		13			Frgr Frame Garage	441	10,106	2008		B	AV		83		8,388
2		11			Ofp Open Frame Porc	84	1,933	2008		B	AV		83		1,604
3		11			Ofp Open Frame Porc	208	4,786	2008		B	AV		83		3,972
4		31			Wood Deck	80	1,144	2008		B	AV		83		950

HSF: 2,980 **TSF:** 3,793 352,677 **Total:** 292,722

Entrances

Revisit:
Reason:

Appr	Date	Code	Rev2

Building Permit

Date	Permit #	Permit $	CO Date	Flg
11/14/2022	AUDIT			:C
CATH CEILING IN LIVING ROOM SQ FT TOO HIGH PER TP				
05/20/2009	90792			:C

Page 36 of 54

PAR ID: 32923232680000 | **Map #: P131 094** | **JURIS CD: G01 PENDER COUNTY / R40 PENDER EMS** | **F29 HAMPSTEAD FIRE / S64 SW FULL SERVICE** | **Route #: 76000**

PIN #: | **PENDER CO NC - Property Card** | Printed: 07/24/23 Card: 1 of 1 | Appraiser: LJK

Ownership: 917683

OLIVER, DEBRA D
OLIVER, JAMES M
53 SALLY LN
HAMPSTEAD NC 28443

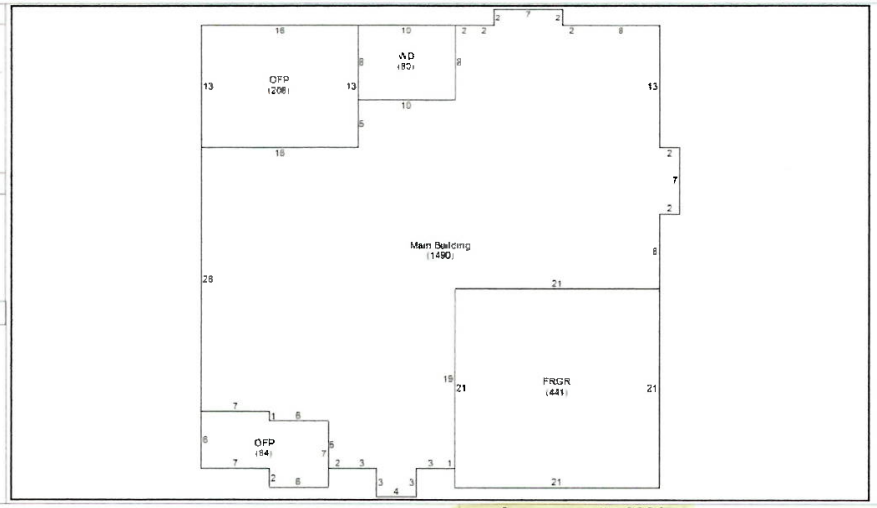
Subd: 2-273 Majestic Oaks
Nbhd: R2044

SITUS:
53 SALLY LANE

Deeded Acres: 0
Legal Description:
L 39, Pb 45/119, Majestic Oaks

Parcel: *101 single family residence*
Fronting:
Location: CA common area
Parking:
Utility: ;
Zoning: RP

Sale Dt	I	S	Price	Db/Pg	Valid. Code
01/16/09	WD		330,000	3566/052	
09/19/08	WD		90,000	3525/067	
11/26/07	ADM			1A/9345	
No Valid Sale					



Sketch Vectors

Vector

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Improvement Description: R colonial

Story:	2	**FP Stacks:**	1	**Bsmt:**	crawl space	**Phys Cond:**	G	**% Complete:**	
Class:	single family	**Openings:**	1	**BSMT Gar:**	0	**CDU:**	AV	**Grade:**	B
Ext Wall:	brick	**Prefab FP:**		**Attic:**	none	**Over Depr Tb:**		**C&D Fact:**	
Yr Blt:	2008	**Rooms:**	10	**Baths:**	2	**Fnct Dep %:**		**C&D Desc:**	
Eff Year:		**Bedrooms:**	4	**Half:**	1	**Fnct Desc:**		**TV/SF**	142.01
Heating:	heat pump	**Unfin Area:**		**Extra Fixt:**		**Econ Dep%:**		**SP/SF**	110.74
Fuel:		**Fin Bsmt Area:**		**Misc 1:**		**Econ Desc:**		**RCN/SF**	129.28
System:		**Rec Room Area:**		**Misc 2:**		**N-Fact:**		**RCNLD/SF**	107.31

Assessment: 2021

Land:	$97,952	Excluded:
BLDG:	$325,229	Ag Use:
Market:	$423,181	
Deferred:	$0	
Exempt:	$0	
Taxable:	$423,181	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
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1		13			Frgr Frame Garage	441	10,106	2008		B	AV		83		8,388
2		11			Ofp Open Frame Porc	84	1,933	2008		B	AV		83		1,604
3		11			Ofp Open Frame Porc	208	4,786	2008		B	AV		83		3,972
4		31			Wood Deck	80	1,144	2008		B	AV		83		950

HSF: 2,980 ***TSF:*** 3,793 385,264 ***Total:*** 319,769

Entrances

Revisit:
Reason:

Appr	Date	Code	Rev2

Building Permit

Date	Permit #	Permit $	CO Date	Flg
11/14/2022	AUDIT			:C
CATH CEILING IN LIVING ROOM SQ FT TOO HIGH PER TP				
05/20/2009	90792			:C

PAR ID: 32923232680000 | **Map #: P131 094** | **JURIS CD: G01 PENDER COUNTY R40 PENDER EMS** | **F29 HAMPSTEAD FIRE S63 SW PARTIAL** | **Route #: 76000**

PIN #: | **PENDER CO NC - Property Card** | Printed: 07/24/23 Card: 1 of 1 Appraiser: LJK

Ownership: 917683
OLIVER, DEBRA D
OLIVER, JAMES M
53 SALLY LN
HAMPSTEAD NC 28443

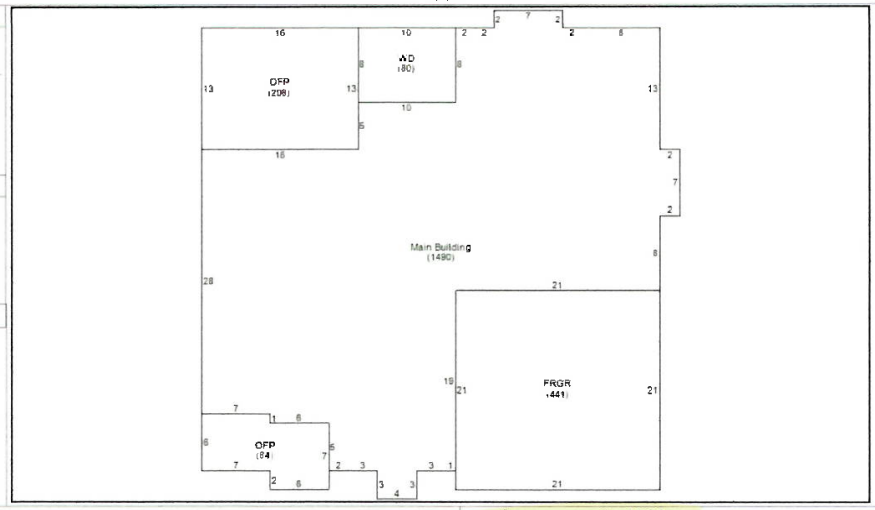
Subd: 2-273 Majestic Oaks
Nbhd: R2044

SITUS:
53 SALLY LANE

Deeded Acres: 0
Legal Description:
L 39, Pb 45/119, Majestic Oaks

Parcel: 101 single family residence
Fronting:
Location: CA common area
Parking:
Utility: ;
Zoning: RP

Sale Dt	I	S	Price	Db/Pg	Valid. Code
01/16/09	WD		330,000	3566/052	
09/19/08	WD		90,000	3525/067	
11/26/07	ADM			1A/9345	
No Valid Sale					



Sketch Vectors
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Improvement Description: R colonial

Story:	2	**FP Stacks:**	1	**Bsmt:**	crawl space	**Phys Cond:**	G	**% Complete:**	
Class:	single family	**Openings:**	1	**BSMT Gar:**	0	**CDU:**	AV	**Grade:**	B
Ext Wall:	brick	**Prefab FP:**		**Attic:**	none	**Over Depr Tb:**		**C&D Fact:**	
Yr Blt:	2008	**Rooms:**	10	**Baths:**	2	**Fnct Dep %:**		**C&D Desc:**	
Eff Year:		**Bedrooms:**	4	**Half:**	1	**Fnct Desc:**		**TV/SF**	142.01
Heating:	heat pump	**Unfin Area:**		**Extra Fixt:**		**Econ Dep%:**		**SP/SF**	110.74
Fuel:		**Fin Bsmt Area:**		**Misc 1:**		**Econ Desc:**		**RCN/SF**	129.28
System:		**Rec Room Area:**		**Misc 2:**		**N-Fact:**		**RCNLD/SF**	107.31

Assessment: 2022

Land:	$97,952	Excluded:
BLDG:	$325,229	Ag Use:
Market:	$423,181	
Deferred:	$0	
Exempt:	$0	
Taxable:	$423,181	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
0					Colonial	1,490	367,295	2008		B	AV		83		304,855
1		13			Frgr Frame Garage	441	10,106	2008		B	AV		83		8,388
2		11			Ofp Open Frame Porc	84	1,933	2008		B	AV		83		1,604
3		11			Ofp Open Frame Porc	208	4,786	2008		B	AV		83		3,972
4		31			Wood Deck	80	1,144	2008		B	AV		83		950
HSF:			**2,980**		**TSF:**	**3,793**	**385,264**						**Total:**		**319,769**

Entrances
Revisit:
Reason:

Appr	Date	Code	Rev2

Building Permit

Date	Permit #	Permit $	CO Date	Flg
11/14/2022	AUDIT			:C
CATH CEILING IN LIVING ROOM SQ FT TOO HIGH PER TP				
05/20/2009	90792			:C

PAR ID: 32923232680000 | **Map #: P131 094** | **JURIS CD: G01 PENDER COUNTY / R40 PENDER EMS** | **F29 HAMPSTEAD FIRE / S63 SW PARTIAL** | **Route #: 76000**

PIN #: | **PENDER CO NC - Property Card** | Printed: 07/24/23 Card: 1 of 1 Appraiser: LJK

Ownership: 917683
OLIVER, DEBRA D
OLIVER, JAMES M
53 SALLY LN
HAMPSTEAD NC 28443

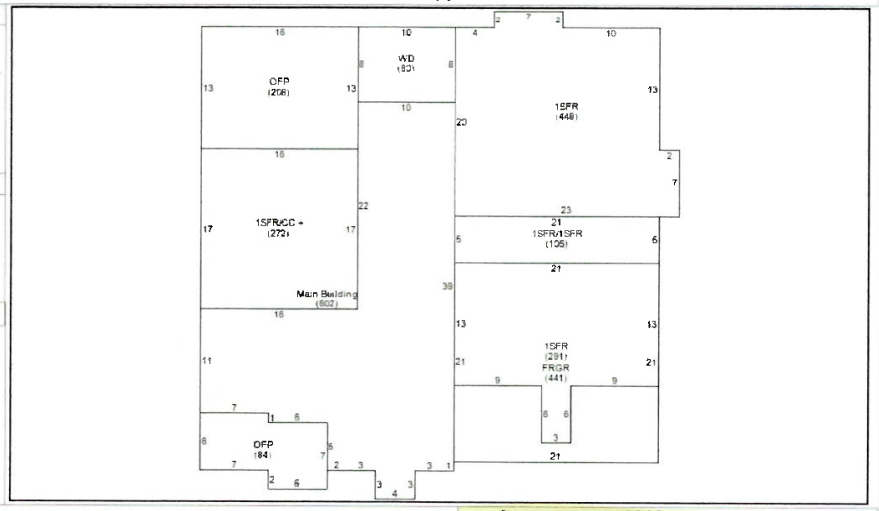
Subd: 2-273 Majestic Oaks
Nbhd: R2044

SITUS:
53 SALLY LN

Deeded Acres: 0
Legal Description:
L 39, Pb 45/119, Majestic Oaks

Parcel: 101 single family residence
Fronting:
Location: CA common area
Parking:
Utility: ;
Zoning: RP

Sale Dt	I	S	Price	Db/Pg	Valid. Code
01/16/09	WD		330,000	3566/052	
09/19/08	WD		90,000	3525/067	
11/26/07	ADM			1A/9345	
No Valid Sale					



Sketch Vectors
Vector
A00CU11R16U22R10D39L1L3D3L4U3L3L2U5L6U1L7 A02CD6R7D2R6U7L6U1L7
A03U28CU13R16D13L16 A5U11CU17R16D17L16 A6R16U33CU8R10D8L10
A7R26U21CU20R4U2R7D2R10D13R2D7L23 A8R26U16CU5R21D5L21
A9R26D5CU21R21D21L21 A10R26U3CU13R21D13L9D6L3U6L9

Improvement Description: R colonial

Story:	2	**FP Stacks:**	1	**Bsmt:**	crawl space	**Phys Cond:**	A	**% Complete:**	
Class:	single family	**Openings:**	1	**BSMT Gar:**	0	**CDU:**	AV	**Grade:**	B
Ext Wall:	alu/vinl	**Prefab FP:**		**Attic:**	none	**Over Depr Tb:**		**C&D Fact:**	
Yr Blt:	2008	**Rooms:**	10	**Baths:**	2	**Fnct Dep %:**		**C&D Desc:**	
Eff Year:		**Bedrooms:**	4	**Half:**	1	**Fnct Desc:**		**TV/SF**	147.08
Heating:	heat pump	**Unfin Area:**		**Extra Fixt:**		**Econ Dep%:**		**SP/SF**	136.08
Fuel:		**Fin Bsmt Area:**		**Misc 1:**		**Econ Desc:**		**RCN/SF**	125.83
System:		**Rec Room Area:**		**Misc 2:**		**N-Fact:**		**RCNLD/SF**	104.44

Assessment: 2023

Land:	$97,952	Excluded:
BLDG:	$258,722	Ag Use:
Market:	$356,674	
Deferred:	$0	
Exempt:	$0	
Taxable:	$356,674	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
0					Colonial	602	202,276	2008		B	AV		83		167,889
2		11			Ofp Open Frame Porc	84	1,933	2008		B	AV		83		1,604
3		11			Ofp Open Frame Porc	208	4,786	2008		B	AV		83		3,972
5		10	56		One Story Frame/Catl	272	19,360	2008		B	AV		83		16,069
6		31			Wood Deck	80	1,144	2008		B	AV		83		950
7		10			One Story Frame	448	31,886	2008		B	AV		83		26,465
8		10	10		One Story Frame/One	105	12,933	2008		B	AV		83		10,734
9		13			Frgr Frame Garage	441	10,106	2008		B	AV		83		8,388
10			10		One Story Frame	291	20,712	2008		B	AV		83		17,191

HSF: 2,425 **TSF:** 3,510 305,136 **Total:** 253,262

Entrances
Revisit:
Reason:

Appr	Date	Code	Rev2

Building Permit

Date	Permit #	Permit $	CO Date	Flg
11/14/2022	AUDIT			:C
CATH CEILING IN LIVING ROOM				
SQ FT TOO HIGH PER TP				
05/20/2009	90792			:C

PENDER COUNTY

Real Estate Tax Statement

Parcel: 3292-32-3268-0000
Location: 53 SALLY LANE

Owner:
OLIVER, DEBRA D
OLIVER, JAMES M
53 SALLY LN
HAMPSTEAD NC 28443

Status:
Square 0

Land Valuation:	97,952
Building Valuation:	325,229
Exemptions:	0
Taxable Valuation:	423,181
Interest Due Next Month:	0.00

Legal Description:
L 39, PB 45/119, MAJESTIC OAKS

Deed Date: **Book/Page:** **Interest Date:** 07/24/2023

Year	Type	Bill
2022	RE-R	25381

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	SW REDUCED	110.00	0.00	0.00	0.00
	HAMPSTEAD	402.02	0.00	0.00	0.00
	PENDER CO	2,729.52	0.00	0.00	0.00
	EMS	391.44	0.00	0.00	0.00
		3,632.98	0.00	0.00	0.00
Year Totals		3,632.98	0.00	0.00	0.00

Year	Type	Bill
2021	RE-R	75177

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	SW FULL	220.00	0.00	0.00	0.00
	HAMPSTEAD	402.02	0.00	0.00	0.00
	PENDER CO	2,729.52	0.00	0.00	0.00
	EMS	391.44	0.00	0.00	0.00
		3,742.98	0.00	0.00	0.00
Year Totals		3,742.98	0.00	0.00	0.00

Year	Type	Bill
2020	RE-R	24817

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	SW FULL	220.00	0.00	0.00	0.00
	HAMPSTEAD	376.33	0.00	0.00	0.00
	PENDER CO	2,555.06	0.00	0.00	0.00
	EMS	366.42	0.00	0.00	0.00
		3,517.81	0.00	0.00	0.00
Year Totals		3,517.81	0.00	0.00	0.00

Year	Type	Bill
2019	RE-R	23555

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	SW FULL	220.00	0.00	0.00	0.00
	HAMPSTEAD	376.33	0.00	0.00	0.00
	EMS	366.42	0.00	0.00	0.00
	PENDER CO	2,555.06	0.00	0.00	0.00
		3,517.81	0.00	0.00	0.00
Year Totals		3,517.81	0.00	0.00	0.00

Melissa Radke

From: Leslie J. Kiger
Sent: Monday, July 24, 2023 1:11 PM
To: Melissa Radke
Subject: FW: [External]Fwd: TAX STATEMENT AND RECEIPT
Attachments: GEESON DEVINN TAX STATEMENT.pdf; GEESON DEVIN RECEIPT.pdf

From: Devinn Geeson [redacted]
Sent: Friday, June 16, 2023 9:33 PM
To: Leslie J. Kiger <lkiger@pendercountync.gov>; Eliana D[redacted]
Subject: [External]Fwd: TAX STATEMENT AND RECEIPT

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.

Hello,

Please see attached and release all pender charges -

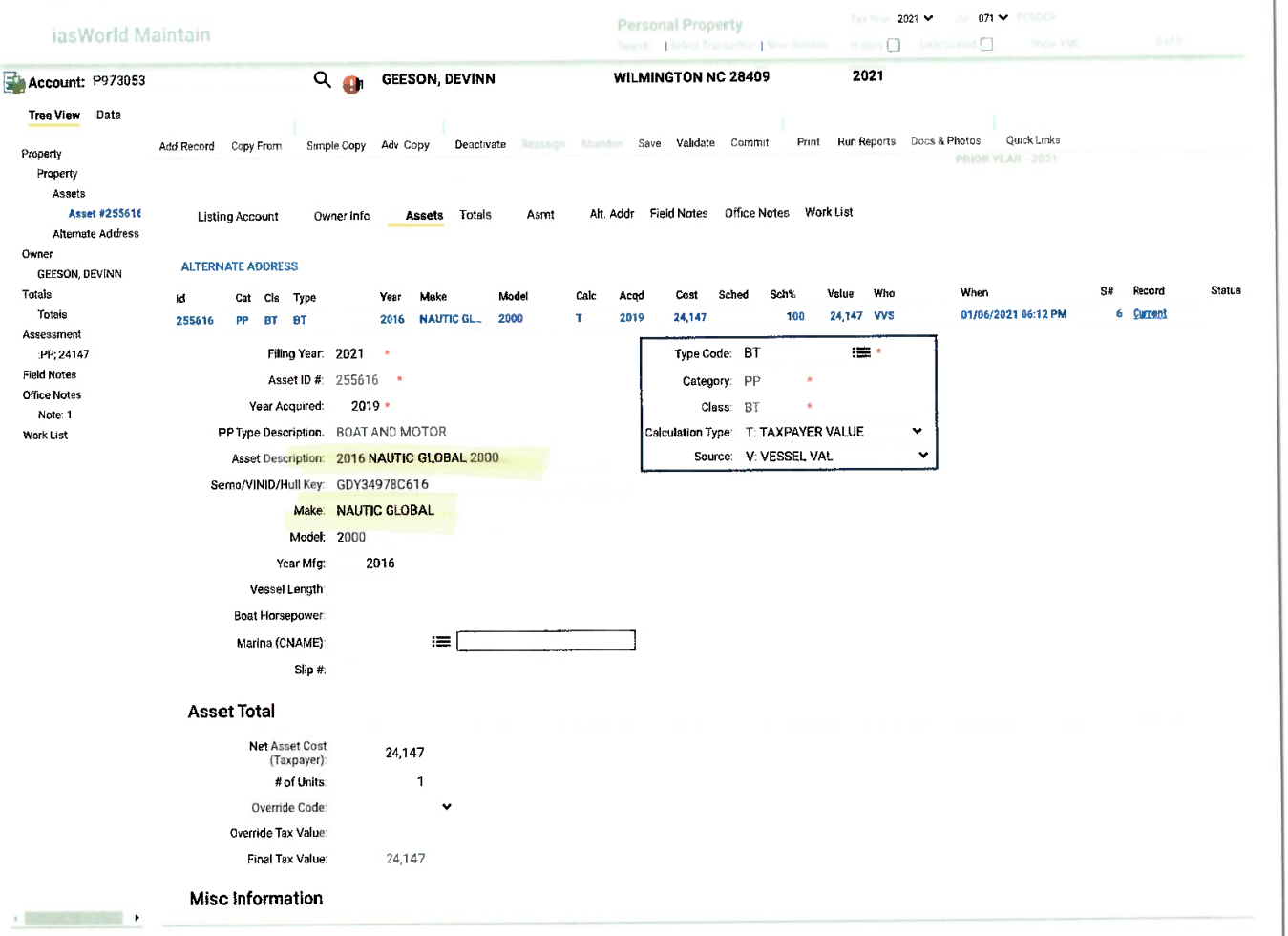
Paid in New Hanover

Dr Geeson

Sent from my iPhone

Begin forwarded message:

> **From:** "Ray, Tanya"[redacted]
> **Date:** June 9, 2023 at 9:35:56 AM AST
> **To**[redacted]
> **Subject: TAX STATEMENT AND RECEIPT**
>
> Good morning,
>
> Per our conversation, please see the attached tax statement and receipt. Also kindly respond to this email with the correct mailing address and we will update accordingly. If I can be of further assistance, please let me know.
>
> Best regards
> Tanya Ray
>
> **Tanya Ray**
> Deputy Collector



iasWorld Maintain

Personal Property

Account: P973053 GEESON, DEVINN WILMINGTON NC 28409 2021

Tree View Date

Add Record | Copy From | Simple Copy | Adv. Copy | Deactivate | Reassign | Abandon | Save | Validate | Commit | Print | Run Reports | Docs & Photos | Quick Links

Property
- Property
  - Assets
    - Asset #255616
  - Alternate Address

Owner
- GEESON, DEVINN

Totals
- Totals

Assessment
- PP: 24147

Field Notes

Office Notes
- Note: 1

Work List

Listing Account | Owner Info | Assets | Totals | Asmt | Alt. Addr | Field Notes | Office Notes | Work List

ALTERNATE ADDRESS

Id	Cat	Cls	Type	Year	Make	Model	Calc	Acqd	Cost	Sched	Sch%	Value	Who	When	S#	Record	Status
255616	PP	BT	BT	2016	NAUTIC GL...	2000	T	2019	24,147		100	24,147	VVS	01/06/2021 06:12 PM	6	Current	

Filing Year: 2021 *
Asset ID #: 255616 *
Year Acquired: 2019 *
PP Type Description: BOAT AND MOTOR
Asset Description: 2016 NAUTIC GLOBAL 2000
Serno/VINID/Hull Key: GDY34978C616
Make: NAUTIC GLOBAL
Model: 2000
Year Mfg: 2016
Vessel Length:
Boat Horsepower:
Marina (CNAME):
Slip #:

Type Code: BT *
Category: PP *
Class: BT *
Calculation Type: T: TAXPAYER VALUE
Source: V: VESSEL VAL

Asset Total

Net Asset Cost (Taxpayer): 24,147
# of Units: 1
Override Code:
Override Tax Value:
Final Tax Value: 24,147

Misc Information

PENDER COUNTY

Personal Property Tax Statement

Property 9393
Location:

Owner:
GEESON, DEVINN
1215 WEST GATE DR STE 180
LELAND NC 28451

Status:

Taxable Valuation: 24,147
Interest Due Next Month: 127.26
Interest Date: 06/28/2023

Year	Type	Bill
2021	PP-R	8414

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	PENDER CO	155.75	155.75	22.97	178.72
	HAMPSTEAD	22.94	22.94	3.38	26.32
	EMS	22.34	22.34	3.30	25.64
	GAR FEE	60.00	60.00	8.85	68.85
		261.03	261.03	38.50	299.53
Year Totals		261.03	261.03	38.50	299.53

Year	Type	Bill
2020	PP-R	8354

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	PENDER CO	168.65	0.00	0.00	0.00
	HAMPSTEAD	24.84	0.00	0.00	0.00
	EMS	24.19	0.00	0.00	0.00
	PENDER CO	16.87	0.00	0.00	0.00
	HAMPSTEAD	2.48	0.00	0.00	0.00
	EMS	2.42	0.00	0.00	0.00
		239.45	0.00	0.00	0.00
Year Totals		239.45	0.00	0.00	0.00

Year	Type	Bill
2019	PP-R	8842

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	PENDER CO	182.50	182.50	59.77	242.27
	HAMPSTEAD	26.88	26.88	8.80	35.68
	EMS	26.17	26.17	8.57	34.74
	PENDER CO	18.25	18.25	5.98	24.23
	HAMPSTEAD	2.69	2.69	0.88	3.57
	EMS	2.62	2.62	0.86	3.48
		259.11	259.11	84.86	343.97
Year Totals		259.11	259.11	84.86	343.97
Grand Totals		759.59	520.14	123.36	643.50

** End of Report - Generated by Jessica Hudson **

PENDER COUNTY

Personal Property Tax Statement

Property 973053
Location:

Owner:
GEESON, DEVINN
1215 WEST GATE DRIVE
STE 180
LELAND NC 28451

Status:

Taxable Valuation: 30,160
Interest Due Next Month: 0.00
Interest Date: 06/28/2023

Year	Type	Bill
2018	PP-R	1072502

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	PENDER CO	206.60	0.00	0.00	0.00
	HAMPSTEAD	28.65	0.00	0.00	0.00
	EMS	27.90	0.00	0.00	0.00
	PENDER CO	20.66	0.00	0.00	0.00
	HAMPSTEAD	2.87	0.00	0.00	0.00
	EMS	2.79	0.00	0.00	0.00
		289.47	0.00	0.00	0.00
Year Totals		289.47	0.00	0.00	0.00

Year	Type	Bill
2017	PP-R	1063965

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	PENDER CO	228.45	0.00	0.00	0.00
	HAMPSTEAD	31.68	0.00	0.00	0.00
	EMS	30.85	0.00	0.00	0.00
	PENDER CO	22.85	0.00	0.00	0.00
	HAMPSTEAD	3.17	0.00	0.00	0.00
	EMS	3.09	0.00	0.00	0.00
		320.09	0.00	0.00	0.00
Year Totals		320.09	0.00	0.00	0.00
Grand Totals		609.56	0.00	0.00	0.00

Not eligible for refund - past statutory 5 yrs.

** End of Report - Generated by Jessica Hudson **

Report generated: 06/28/2023 10:47:34
User: Jessica Hudson (jhudson)
Program ID: txtaxstm

12517294-1986-1-1*

NEW HANOVER COUNTY TAX OFFICE
PO BOX 18000 • Wilmington NC 28406
Phone: (910) 798-7300 • Fax: (910) 798-7310
www.nhcgov.com

PROPERTY TAX BILL

DUE ON SEPTEMBER 1, 2022
IMPORTANT - PLEASE READ FRONT AND BACK OF NOTICE CAREFULLY

12517294-1986-1 1 1 1986 1 AV 0.455 1

GEESON DEVINN
1616 SOUTHEAST HARBOR DR
WILMINGTON NC 28409-4858

To review and pay your bill electronically, scan the QR code or visit: nhcgovtax.billbridge.com

Registration ID:
1251-7294-96Z2

pay Pay with a picture in seconds! Search **Papaya Payments** in the App Store

Notice Date: 9/29/2022

PROPERTY IDENTIFICATION AND VALUE INFORMATION

BILL YEAR	BILL TYPE	BILL NUMBER	LEGAL DESCRIPTION	PARCEL NUMBER
2022	25	22147749	Personal Property	P201736128

PROPERTY LOCATION	PROPERTY VALUE	DEFERRED	EXEMPTION	TOTAL TAXABLE VALUE
130 SHORT ST	21,647			21,647

DESCRIPTION	JURISDICTION	TYPE	TAX RATE PER $100.00 VALUE	ITEMIZED TAX AMOUNT
1 2016 YAMAHA 150 BOAT MOTOR 1 2016 OB20 NAUTIC GLOBAL HURRICANE SS201	New Hanover-General Fund Debt Fund Wrightsville Beach	NH1 NH3 WB1	0.42290 0.03210 0.09230	91.55 6.95 19.98

MESSAGES		
FINAL DATE TO PAY IS THURSDAY, JANUARY 5, 2023. INTEREST BEGINS AT CLOSE OF BUSINESS ON THIS DAY. CREDIT CARD PAYMENTS ARE ACCEPTED IN THE OFFICE.	TOTAL TAX DUE	118.48
	LATE LIST PENALTY	11.86
	+/- PAYMENTS AND ADJUSTMENTS	
	INTEREST	
	BALANCE	130.34

DETACH AND RETAIN THIS PORTION FOR INCOME TAX PURPOSES

▼ PLEASE RETURN THIS PORTION WITH YOUR PAYMENT ▼

BILL YEAR	BILL TYPE	BILL NUMBER	PARCEL NUMBER	TOTAL AMOUNT DUE
2022	25	22147749	P201736128	130.34

TO AVOID INTEREST THIS BILL MUST BE PAID IN FULL BY THURSDAY, JANUARY 5, 2023.

AMOUNT ENCLOSED
$

TO CHANGE YOUR MAILING ADDRESS, PLEASE FILL IN YOUR NEW ADDRESS BELOW

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

MAKE CHECK PAYABLE & REMIT TO:

NEW HANOVER COUNTY TAX OFFICE
PO BOX 580070
CHARLOTTE NC 28258-0070

GEESON DEVINN
1616 SOUTHEAST HARBOR DR
WILMINGTON NC 28409-4858

0000257202222214774900000130344

Payment Receipt

Transaction ID:	[redacted]
Customer Name:	GEESON DEVINN
Account Number:	22147749
Payment Date:	06/09/2023
Installment:	1 Of 1*
Payment Method:	Credit Card
Credit Card:	**********[redacted]
Payment Comment:	17310304 394.43, 18404964 283.08, 19206274 276.07 21147952 177.58, 22147749 137.84
Payment to N/A :	$1,269.00
Service Fee:	$30.46
Plan Fees:	$0.00
Total Payment Amount:	**$1,299.46**

Signature (if applicable):

NEW HANOVER COUNTY - LIVE

Personal Property Tax Statement

Property 10054767
Location: 130 SHORT ST

Owner:
GEESON DEVINN
1616 SOUTHEAST HARBOR DR
WILMINGTON NC 28409 4858

Status:

Taxable Valuation: 21,647
Interest Due Next Month: 321.72
Interest Date: 06/09/2023

Year	Type	Bill
2022	PP-R	22147749

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	NHC GEN	91.55	91.55	5.26	96.81
	NHC - DEBT	6.95	6.95	0.40	7.35
	WB PP TAX	19.98	19.98	1.15	21.13
	LATE LIST	9.16	9.16	0.53	9.69
	NH LL	0.70	0.70	0.04	0.74
	WB LL	2.00	2.00	0.12	2.12
		130.34	130.34	7.50	137.84
Year Totals		130.34	130.34	7.50	137.84

Year	Type	Bill
2021	PP-R	21147952

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	NHC GEN	106.74	106.74	15.74	122.48
	NHC - DEBT	11.06	11.06	1.63	12.69
	WB PP TAX	22.89	22.89	3.38	26.27
	LATE LIST	10.67	10.67	1.57	12.24
	NH LL	1.11	1.11	0.16	1.27
	WB LL	2.29	2.29	0.34	2.63
		154.76	154.76	22.82	177.58
Year Totals		154.76	154.76	22.82	177.58

Year	Type	Bill
2019	PP-R	19206274

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	NHC GEN	135.81	135.81	44.48	180.29
	NHC - DEBT	17.92	17.92	5.87	23.79
	WB PP TAX	35.32	35.32	11.57	46.89
	LATE LIST	13.58	13.58	4.45	18.03
	NH LL	1.79	1.79	0.59	2.38
	WB LL	3.53	3.53	1.16	4.69
		207.95	207.95	68.12	276.07
Year Totals		207.95	207.95	68.12	276.07

NEW HANOVER COUNTY - LIVE

Personal Property Tax Statement

Year	Type	Bill
2018	PP-R	18404964

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	NHC GEN	130.42	130.42	54.45	184.87
	NHC - DEBT	17.21	17.21	7.19	24.40
	WB PP TAX	33.92	33.92	14.16	48.08
	LATE LIST	13.04	13.04	5.44	18.48
	NH LL	1.72	1.72	0.72	2.44
	WB LL	3.39	3.39	1.42	4.81
		199.70	199.70	83.38	283.08
Year Totals		199.70	199.70	83.38	283.08

Year	Type	Bill
2017	PP-R	17310304

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	NHC GEN	172.31	172.31	87.45	259.76
	NHC - DEBT	22.06	22.06	11.20	33.26
	WB PP TAX	43.48	43.48	22.07	65.55
	LATE LIST	17.23	17.23	8.74	25.97
	NH LL	2.21	2.21	1.12	3.33
	WB LL	4.35	4.35	2.21	6.56
		261.64	261.64	132.79	394.43
Year Totals		261.64	261.64	132.79	394.43
Grand Totals		954.39	954.39	314.61	1,269.00

** End of Report - Generated by TANYA RAY **

The University of North Carolina at Chapel Hill

PROPERTY TAX

INSTITUTE of GOVERNMENT

BULLETIN

Number 111 October 1997

AMMONS V. WAKE COUNTY: SOME LIGHT ON CLERICAL ERRORS

■ William A. Campbell

Background

The statutes

To the vexation of everyone concerned—taxpayers, tax officials, and the attorneys who advise members of both groups—the Machinery Act uses the phrase "clerical error" or "clerical errors" in three different provisions, and nowhere defines the phrase. In G.S. 105-287, which authorizes the assessor to change the appraised value of real property in a nonrevaluation year, one of the grounds for making a change is a determination that a value should be increased or decreased to correct "a clerical or mathematical error." Unlike G.S. 105-325(a)(4), discussed below, there is no question that a change under G.S. 105-287 is prospective only. G.S. 105-287(c) expressly provides that "[a]n increase or decrease in appraised value made under this section is effective as of January 1 of the year in which it is made and is not retroactive."

In G.S. 105-325(a)(4), the second provision in which the phrase appears, one of the grounds on which the board of county commissioners (or the assessor, if the board has delegated the authority to the assessor) may change an appraisal or a tax after the board of equalization and review has adjourned is to correct "clerical or mathematical errors." Since the purpose of G.S. 105-325(a)(3), (4), (5), and (6) is to provide a procedure for making changes that could have been made by the board of equalization and review if the errors had been brought to the board's attention, and any changes made by the board of equalization and review are effective only for the year in which they are made [G.S. 105-322(g)(1)], it appears that any changes made under G.S. 105-325(a)(4) are also limited to the current year, the year in which they are made. That is, it seems unlikely that the legislature intended to limit the board of equalization and review's changes to the current year but not to so limit the board of commissioners' authority under G.S. 105-325, which is in substance a continuation of the board of equalization and review's role. Therefore, the correction of an appraisal or tax under G.S. 105-325(a)(4) because of a clerical error does not retroactively affect taxes for previous years. The difficulty with this line of reasoning is that G.S. 105-325(a)(6) expressly provides that changes made under that subsection are for the current year, but subsection (a)(4)—the clerical errors provision—contains no such specific limitation. So, although the legislative intention appears to have been to limit changes under

G.S. 105-325 to the current calendar year, there is some uncertainty about the matter.[1] If corrections under G.S. 105-325(a)(4) are not limited to the current year, then no time limitations apply except in cases of discoveries under G.S. 105-312: the board could change appraisals and taxes for any number of years in the past and apparently make releases or refunds as required. The five-year limitation on refunds in G.S. 105-381 does not appear to apply here because the correction powers of G.S. 105-325 and the release and refund powers of G.S. 105-381 are distinct, and nothing in G.S. 105-325 states or implies that other time limitations apply.

The third provision, G.S. 105-381, provides that one of the grounds on which a governing board may release or refund a tax is that the tax was "imposed through clerical error." A governing board may make a refund for as many as five previous years and may release tax claims that have not been paid for as many years as may be appropriate, with no time limit.

The tension between G.S. 105-325(a)(4) and 105-287—especially 105-287—and G.S. 105-381 should be obvious. A taxpayer whose tax bill is higher than it should have been because of a clerical error in appraising the property or in computing the tax will contend that under G.S. 105-381 he should be given a refund, for five years if necessary, or that the tax claim should be released as far back as necessary. But G.S. 105-287(c) limits the correction of clerical errors in the appraisal process to the current year and subsequent years. When is the correction of a clerical error limited to the current year by G.S. 105-287(c) [and also perhaps by G.S. 105-325(a)(4)] and when is it subject to a refund pursuant to G.S. 105-381?

Cases before *Ammons*

In the absence of any definitions in the Machinery Act, it is necessary to look to court decisions to attempt to ascertain the meaning of "clerical error" as it is used in the statutes. No judicial decisions have been decided that define the meaning of "clerical error" as used in G.S. 105-287, and only one case illuminates G.S. 105-325(a)(4). In *In re Weyerhaeuser*,[2] the taxpayer listed and paid taxes on property that could have qualified for exclusion under G.S. 105-275(8). The taxpayer argued that its listing of the property and failure to apply for the exclusion were clerical errors within the meaning of G.S. 105-325(4), and the board of commissioners should be able to correct them under that statute. The court held that the taxpayer's mistakes were not clerical errors within the meaning of G.S. 105-325(a)(4). In so holding, the court relied in part on *In re Nuzum-Cross Chevrolet, Inc.*,[3] and stated that, generally, a clerical error is a transcription error and must not be material. The court said that because the errors by the taxpayer here were material, they could not be considered clerical.

The court was correct in deciding that the mistakes made by the taxpayer in *Weyerhaeuser* should not be characterized as clerical errors within the meaning of G.S. 105-325(a)(4), but its reliance on *Nuzum-Cross* was misplaced. *Nuzum-Cross* involved an error by a taxing unit in omitting personal property taxes from the taxpayer's bill for several years. When he became aware of the error, the assessor billed the omitted amounts in a supplemental bill. The court said that the assessor's action was proper, that the assessor's clerical error in omitting the values was an immaterial irregularity within the meaning of G.S. 105-394, and that such an error did not invalidate the tax. The court in *Weyerhaeuser* made an unwarranted extension of *Nuzum-Cross* when it concluded that to be characterized as a clerical error under G.S. 105-325(a)(4) the error must be immaterial. One can think of many types of clerical errors that the board of commissioners should be able to correct under G.S. 105-325(a)(4)—for example, an abstract that shows two dwellings on a parcel when there is in fact only one, or an abstract that shows a building with 50,000 square feet when the number should be 5,000—that are material. The taxpayer's mistakes in *Weyerhaeuser* were not clerical errors within the meaning of G.S. 105-325(a)(4) because the taxpayer intended to do what it did: list the property and pay the taxes. The failure to apply for the exclusion may have resulted from a misunderstanding of the law, a rote listing from the previous year's information, or simple negligence on someone's part, but is was not

[1] The uncertainty arises from the Machinery Act of 1971. G.S. 105-325, as rewritten in 1971, was derived from former G.S. 105-330, Henry W. Lewis, **The Annotated Machinery Act of 1971** (1971), p. 151. G.S. 105-330 did not contain a provision limiting changes thereunder to the current year, but such a limitation was unnecessary because it was clear that the statute was simply providing for changes in the tax records for the current year after the board of equalization and review had adjourned. As enacted by the Machinery Act of 1971, G.S. 105-325(a)(6) contained the language limiting changes thereunder to the current year.

[2] 123 N.C. App. 784, 480 S.E.2d 442 (1996) (unpublished opinion).

[3] 59 N.C. App. 332, 296 S.E.2d 299 (1982), disc. rev. denied, 307 N.C. 576, 299 S.E.2d 645 (1983).

an inadvertent transcription of numbers or other information.

Ammons v. Wake County

In the first case to deal with the issue of the meaning of "clerical error" in G.S. 105-381, *Ammons v. Wake County*,[4] the taxpayer asked the assessor, in 1993, whether certain parcels that he owned qualified for present-use value as forest land. The assessor advised him that the parcels did not qualify. In 1994, the taxpayer called and received the same advice from the assessor but disregarded it and applied for present-use value anyway. The board of equalization and review granted present-use value status to the parcels for 1994. The taxpayer then made a request under G.S. 105-381 for a refund of the amount of the 1993 taxes that represented the difference between the market value and the present-use value assessment on the ground that those taxes had been imposed through a clerical error, the error being the assessor's advice that the parcels did not qualify for present-use value. The superior court found that no clerical error had been made and dismissed the action.

The court of appeals affirmed the superior court's decision. The court held that the assessor's error in this case was a mistake of judgment or an error in interpreting the law, not a clerical error. In reaching this conclusion, the court relied on definitions of "clerical error" in cases from other states to give meaning to the phrase as it is used in G.S. 105-381(a)(1). The court said that to constitute a clerical error within the meaning of G.S. 105-381(a)(1) the error must be a "transcription error," "must ordinarily be apparent on the face of the instrument,"[5] "must be capable of being corrected by reference to the record only,"[6] and "must be unintended."[7] The meaning thus given to "clerical error" in G.S. 105-381(a) is quite restrictive, with the result that taxing units must be scrupulously careful in granting releases and refunds under G.S. 105-381(a). This is important because governing board members who vote for a release or refund that should not have been granted are, pursuant to G.S. 105-380, individually liable for the amount of taxes released or refunded.

In light of the court's narrow definition of a clerical error, the following examples are offered as errors that meet the definition under G.S. 105-381(a) and would warrant a release or refund:

1. The addition of a zero or incorrect placement of a decimal point in arriving at a total valuation on an abstract or total taxes on a receipt; for example "$5000.00"is written instead of "$500.00." This is a transcription error and should be apparent from examining other figures on the abstract or receipt.

2. The transposition of numbers when entering them from an appraiser's notes to a property record card or abstract; for example "2,500" in the appraiser's notes is entered on the property record card as "5,200." This is a transcription error and should be apparent from examining the notes.

The following examples would not constitute clerical errors as defined by *Ammons*:

1. A deed calls for 100 acres, more or less, and both the assessor and taxpayer have relied on the deed to list the property as 100 acres for several years. A recent survey shows that the parcel contains only 90 acres. The assessor may change the listing under G.S. 105-287 for the current year and subsequent years, but it is not a clerical error for which a refund or release can be granted under G.S. 105-381. It was not a transcription error and it was not unintended.

2. In 1995, a revaluation year, an appraiser determined that a house should be valued as "B" grade construction. In 1997, after an inquiry by the taxpayer, a review of the construction shows that it should have been valued as "C" grade. This is not a clerical error; it was an appraisal judgment by the appraiser. It can be corrected under G.S. 105-287.

3. In 1994, a revaluation year, an appraiser incorrectly measured the length of a building as 2,500 feet. In 1997, after inquiry by the taxpayer, the building was remeasured and corrected to 2,000 feet. This is not a clerical error; it was not a transcription error, it was not unintended, and it was not apparent from the records themselves. It was a mistake of fact. The mistake can be corrected under G.S. 105-287.

These examples illustrate that under *Ammons* a clerical error within the meaning of G.S. 105-381 is one made in computing the amount of tax on a receipt, in totaling assessed value from information on the abstract, or in transferring information from one set of records to another. An error in the appraisal process, with rare exceptions, is not a clerical error within the meaning of G.S. 105-381, though it is correctable under to G.S. 105-287.

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[4] N.C. Ct. App. (No. COA96-574, Sept. 16, 1997).

[5] Trott v. Birmingham Ry. Light & Power Co., 39 So. 716 (Ala. 1905).

[6] Id.

[7] Chapman v. Town of Ellington, 635 A.2d 830 (Conn. App. 1993).

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§ 105-381. Taxpayer's remedies.

(a) Statement of Defense. - Any taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property shall proceed as hereinafter provided.

(1) For the purpose of this subsection, a valid defense shall include the following:

a. A tax imposed through clerical error;

b. An illegal tax;

c. A tax levied for an illegal purpose.

(2) If a tax has not been paid, the taxpayer may make a demand for the release of the tax claim by submitting to the governing body of the taxing unit a written statement of his defense to payment or enforcement of the tax and a request for release of the tax at any time prior to payment of the tax.

(3) If a tax has been paid, the taxpayer, at any time within five years after said tax first became due or within six months from the date of payment of such tax, whichever is the later date, may make a demand for a refund of the tax paid by submitting to the governing body of the taxing unit a written statement of his defense and a request for refund thereof.

(b) Action of Governing Body. - Upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the taxing unit shall within 90 days after receipt of such request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct tax liability or notify the taxpayer in writing that no release or refund will be made. The governing body may, by resolution, delegate its authority to determine requests for a release or refund of tax of less than one hundred dollars ($100.00) to the finance officer, manager, or attorney of the taxing unit. A finance officer, manager, or attorney to whom this authority is delegated shall monthly report to the governing body the actions taken by him on requests for release or refund. All actions taken by the governing body or finance officer, manager, or attorney on requests for release or refund shall be recorded in the minutes of the governing body. If a release is granted or refund made, the tax collector shall be credited with the amount released or refunded in his annual settlement.

(c) Suit for Recovery of Property Taxes. -

(1) Request for Release before Payment. - If within 90 days after receiving a taxpayer's request for release of an unpaid tax claim under (a) above, the governing body of the taxing unit has failed to grant the release, has notified the taxpayer that no release will be granted, or has taken no action on the request, the taxpayer shall pay the tax. He may then within three years from the date of payment bring a civil action against the taxing unit for the amount claimed.

(2) Request for Refund. - If within 90 days after receiving a taxpayer's request for refund under (a) above, the governing body has failed to refund the full amount requested by the taxpayer, has notified the taxpayer that no refund will be made, or has taken no action on the request, the taxpayer may bring a civil action against the taxing unit for the amount claimed. Such action may be brought at any time within three years from the expiration of the period in which the governing body is required to act.

(d) Civil Actions. - Civil actions brought pursuant to subsection (c) above shall be brought in the appropriate division of the general court of justice of the county in which the taxing unit is located. If, upon the trial, it is determined that the tax or any part of it was illegal or levied for an illegal purpose, or excessive as the result of a clerical error, judgment

shall be rendered therefor with interest thereon at six percent (6%) per annum, plus costs, and the judgment shall be collected as in other civil actions. (1901, c. 558, s. 30; Rev., s. 2855; C. S., s. 7979; 1971, c. 806, s. 1; 1973, c. 564, s. 3; 1977, c. 946, s. 2; 1985, c. 150, s. 1; 1987, c. 127.)