Pender County

Agenda

Board of County Commissioners Meeting
Monday, July 10, 2023 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

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23. ADJOURNMENT

Pender County
Update on the Hurricane Florence Hazard Mitigation Grant Program from North Carolina Emergency Management staf

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	July 10, 2023
SUBJECT:	Update on the Hurricane Florence Hazard Mitigation Grant Program from North Carolina Emergency Management staff

SUMMARY:
Staff from North Carolina Emergency Management will be providing an update on the status of the Hurricane Florence Hazard Mitigation Grant Program.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Allen Phillips-Bell
DATE:	July 10, 2023
SUBJECT:	Approval of Purchase Order to Ingram Library Services in the Amount of $71,000

SUMMARY:

The library requests approval of an annual purchase order to a primary book wholesale distributor, Ingram Library Services. There are three big book jobbers that service public libraries: Baker & Taylor, Brodart, and Ingram. Although Brodart offers a slightly better discount, the savings is too small to justify retraining staff in a new ordering platform, as outlined below.

We are a member of a library purchasing consortium called MALiA (Mid Atlantic Library Alliance); we have better pricing for either vendor thanks to MALiA. As a member of the MALia Consortium, we benefit from the collective buying and negotiating power of over 225 libraries in VA, WV, NC, and TN. MALiA formally solicits, scores, awards and manages bids from vendors providing pricing and benefits for multiple library needs and services. Members are not bound through these contracts and are free to purchase elsewhere should they wish. Membership is $150/yr.

The three vendors have different discount rates for different types of materials (e.g. hardcover, paperback, large print, etc.). Brodart has slightly higher discounts for the two main categories (hardcover and paperback), followed closely by Ingram. The difference between the two vendors is only 0.2% for the primary category, hardcover books, which make up 87% of our book expenditures. Taking into account the portion of hardcover vs paperback books we purchase, the cost savings would only amount to about $308 for the year. After factoring in the cost in staff time in learning a new book selection and purchasing platform and making adjustments to workflow, this cost savings would mostly or entirely dissipate. See attached tables. On that basis, I would like to continue using Ingram as our primary book vendor.

ACTION REQUESTED:

Approval of purchase order to Ingram Library Services in the amount of $71,000. This expenditure has been budgeted in the 2023-2024 Budget Ordinance and appropriated from the following line item: Books 630-410100.

Cost comparison of book vendors

Comparison of discounts

	Vendor discounts				After-discount price per book		
	Baker & Taylor	Brodart	Ingram	Average market price per book	Baker & Taylor	Brodart	Ingram
Hardcover	45.0%	46.0%	45.8%	$20.24	$11.13	$10.93	$10.97
Trade paperback	38.0%	40.0%	38.0%	$15.92	$9.87	$9.55	$9.87

Discount of Brodart vs Ingram, Adjusted by Percent of Expenditures by Format

	% of books we purchase	Percentage point discount advantage, Brodart vs Ingram	Discount advantage adjusted to percentage of books we purchase (% of books we purchase multiplied by percentage point discount advantage)
Hardcover	87%	0.2%	0.17%
Trade paperback	13%	2.0%	0.26%

Total discount advantage	0.43%
Discount advantage applied to $71K PO (0.43% multiplied by 71K)	$308.14

DISCOUNTS AND TERMS SUMMARY

For this multi-year contract, Ingram reserves the right to re-evaluate discounts and terms at the end of the initial contract period and to review cataloging and processing pricing on an annual basis.

Public Libraries, Academic Libraries and State agency members

Discounts:

	Adult and Juvenile Trade Hardcover:	
	1 copy per title	45.8%
	2-4 copies per title	46.0%
	5-9 copies per title	46.2%
	10+ copies per title	46.5%
	Quality Paperbacks and Mass Market Paperbacks:	
	1 copy per title	38.0%
	2-4 copies per title	40.0%
	5-9 copies per title	41.0%
	10+ copies per title	42.0%
	Library Bindings	15.0%
	Prebound Books	35.0%
	University Press	18.0%
	Legal, Medical, Reference, Scientific, and Technical Titles	6.0%
*	Spoken Word Audio	0-45.0%
**	DVD/Blu-ray *(Discount based on List Price of item)*:	
	< $14.99	35.0%
	$15.00-$19.99	30.0%
	$20.00 +	25.0%
	Music CDs	5-45.0%
	Video Games	5.0%
	Net Titles	0.0%
Up to $149,999		
	Short Discounted/Non-Trade Titles	6.0 – 25.0%
$150K+		
	Short Discounted/Non-Trade Titles	6.0 – 28.0%

K-12 school and Specialty Library Members

Discounts:

Adult and Juvenile Trade Hardcover	38.0%
Quality Paperbacks	36.0%
Mass Market Paperbacks	36.0%
Library Bindings	15.0%
Prebound Books	35.0%
University Press	10.0%
Short Discounted/Non-Trade Titles	6.0 – 25.0%
Spoken Word Audio	0-45.0%
Music CDs	20.0%
Video Games	5.0%
Net Titles	0.0%

Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes medical titles, legal, technical, reference, scientific, and graphic novels as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

ATTACHMENT C

OFFEROR DISCOUNT PRICING SHEET

Offerors shall return a completed copy of this attachment with their proposals. If pricing differs by type of library (public, academic, school, special), the offeror shall submit a separate copy of this attachment and specify the type of library for which pricing is proposed.

All discounts quoted will be applied to the publishers' lowest list price in effect at the time of shipment and exclude freight-pass-through pricing.

Participating libraries reserve the right to request supporting documentation (including copies of the publishers' invoices) on discount or service charge decisions of the contractor at any time during the contract period.

The written statement of the offeror's proposed discount structure must be firm for the entire period of the contract.

I. PRINT BOOKS – Public Library

1. Specify the print book discount rates the vendor will offer. In Comments, specify discount conditions/restrictions/other, if applicable.

Please see Exhibit 1 for a complete discount schedule and Exhibit 2 for material category definitions

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy copies/title		
Trade Hardcover Category Def. I / II	45.0	2-4 copies= 45.5 5+ copies= 46.3	None	
Trade/Quality Paperback Category Def. III/IV	38.0	2-4 copies= 40.0 5+ copies= 41.0	None	
Mass Market Paperback Category Def. V	38.0	2-4 copies= 40.0 5+ copies= 41.0	None	
Prebound Category Def. XV	10.0	10.0	None	
Publishers' Binding Category Def VII	22.0	22.0	None	
Special Edition Binding *	0-45.0	0-45.0	None	*
Reinforced Binding Category Def. VI	22.0	2-4 copies= 25.0 5+ copies= 30.0	None	
Current/Popular *	0-45.0	0-45.0	None	*
Reference *	0-45.0	0-45.0	None	*
Large Print *	0-45.0	0-45.0	None	*
Non-English Language Category Def. X	0.0	0.0	None	
Graphic Novels *	0-45.0	0-45.0	None	*
University Press Category Def. VIII, Trade Eds.	15.0	15.0	None	
* may be of any binding or material category, see Exhibit 1 for a complete schedule				
Other - List Below:				
Board Books Category Def. XIII	22.0	2-4 copies= 25.0 5+ copies= 30.0	None	
Activity Books Category Def. XIV	22.0	2-4 copies= 25.0 5+ copies= 30.0	None	
Text, Technical, Reference, Professional Medical, Small Press,some University Press and/or Titles of Limited Demand Category Def. IX	0-22.0	0-22.0	None	Text, Technical, Reference= 0- 10.0% see Exhibit 1
Optional ESP Program Category XI	0+ $4.95/unit	0+$4.95/unit	None	

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ATTACHMENT C

OFFEROR DISCOUNT PRICING SHEET

Offerors shall return a completed copy of this attachment with their proposals. If pricing differs by type of library (public, academic, school, special), the offeror shall submit a separate copy of this attachment and specify the type of library for which pricing is proposed.

All discounts quoted will be applied to the publishers' lowest list price in effect at the time of shipment and exclude freight-pass-through pricing.

Participating libraries reserve the right to request supporting documentation (including copies of the publishers' invoices) on discount or service charge decisions of the contractor at any time during the contract period.

The written statement of the offeror's proposed discount structure must be firm for the entire period of the contract.

I. PRINT BOOKS

1. Specify the print book discount rates the vendor will offer. In Comments, specify discount conditions/restrictions/other, if applicable.

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Trade Hardcover	46.0	46.0	1	
Trade/Quality Paperback	40.0	40.0	1	
Mass Market Paperback	40.0	40.0	1	
Prebound	21.0	21.0	1	BrodartBound
Publishers' Binding	21.0	21.0	1	Publishers Library Binding
Special Edition Binding			1	Discounted by Bind – Hardback, Trade Paperback, etc.
Reinforced Binding	21.0	21.0	1	
Current/Popular			1	Discounted by Bind – Hardback, Trade Paperback, etc.
Reference			1	Discounted by Bind – Hardback, Trade Paperback, etc.
Large Print			1	Discounted by Bind – Hardback, Trade Paperback, etc.
Non-English Language			1	Discounted by Bind – Hardback, Trade Paperback, etc.
Graphic Novels			1	Discounted by Bind – Hardback, Trade Paperback, etc.
University Press	12.0	12.0	1	
Other - List Below:				
Non-trade	12.0	12.0	1	

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Melissa Radke
DATE:	July 10, 2023
SUBJECT:	Approval of Tax Releases and Refunds

SUMMARY:
Releases and refunds result from listing and assessing due to incorrect and incomplete information. Taxpayers will or have overpaid taxes. Board action rectifies the mistake. The refunds and releases are recommended as follows:

ACTION REQUESTED:
Staff requests that the board approves the attached list of releases and refunds for June 2023.

Pender County

Request For Board Action

DATE OF MEETING: July 10, 2023

REQUESTED BY: Melissa Radke, Tax Administrator, Tax Office

SHORT TITLE: Approval of Tax Releases and Refunds

BACKGROUND: Releases and refunds result from listing and assessing due to incorrect and incomplete information. Taxpayers will or have overpaid taxes. Board action rectifies the mistake. The refunds and releases are recommended as follows:

RELEASES OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2022	BRAY, ANGELA SUE	278217372	375.60	LISTING CRCT
2022	BRAY, DENNIS ELMER JR	278217348	291.11	LISTING CRCT
2022	COMSTOCK, KAITLYN	279747477	243.48	MILTRY EXEMPT
2022	DOLLMAN, JENNIFER MORGAN	278217789	105.84	SOLD
2022	FILER, BRUCE TAYLOR	278447103	278.70	SOLD
2022	FLETCHER, COLLIN CHRISTIAN	279506292	240.64	MILTRY EXEMPT
2022	FLETCHER, COLLIN CHRISTIAN	279506295	114.41	MILTRY EXEMPT
2022	FULGHUM, KAYLA HEFLIN	278624532	158.72	SOLD
2022	HALL, GEOFFREY LEE	278625039	119.85	SOLD
2022	JAMES, CLIFFORD WADE	279747453	119.06	OUT OF STATE
2021	JUDAH, LEILANI FEJARDO	279067356	250.00	MILTRY EXEMPT
2018	NEVINS, JOHN O	279627411	456.31	MILTRY EXEMPT
2019	NEVINS, JOHN O	279627366	276.28	MILTRY EXEMPT
2020	NEVINS, JOHN O	279627363	183.82	MILTRY EXEMPT
2021	NEVINS, JOHN O	279627360	164.84	MILTRY EXEMPT
2022	NEVINS, JOHN O	279627357	149.34	MILTRY EXEMPT
2022	PELUSO, MICHAEL FRANCIS	278446632	334.50	MILTRY EXEMPT
2022	SABATH, CRAIG	278960949	124.20	MILTRY EXEMPT
2020	SCHLEGEL, KARL WILLIAM	278625099	187.33	MILTRY EXEMPT
2021	SCHLEGEL, KARL WILLIAM	278625108	158.76	MILTRY EXEMPT
2021	SCHLEGEL, KARL WILLIAM	278625150	290.71	MILTRY EXEMPT
2022	SCHLEGEL, KARL WILLIAM	277776078	142.03	MILTRY EXEMPT
2020	SCHLEGEL, KARL WILLIAM	278625135	163.92	MILTRY EXEMPT
2020	SCHLEGEL, KARL WILLIAM	278625153	307.67	MILTRY EXEMPT
2022	SCHMITT, CARL MARTIN III	277738524	349.98	OUT OF STATE

2022	SHIRK, CHRISTINA MAE	371805320	153.99	SITUS
2021	SMITH, ROSSLYN MARIE	278217729	103.94	SOLD

TOTAL REFUNDS OVER $100 $5,845.03

RELEASES UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON

NONE

REFUNDS UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2022	ABELA, JOSEPH RICHARD	278447511	15.32	SOLD
2022	ANTRICAN, KATHLEEN ANN	279067110	19.60	SOLD
2018	BRODHEAD, CARL LEE	371380096	23.29	SITUS
2018	BRODHEAD, CARL LEE	371380104	6.97	SITUS
2022	BRODHEAD, CARL LEE JR	371380108	31.84	SITUS
2022	BROWN, BRADLEY RANDALL	277919802	47.54	SOLD
2022	BROWN, SHAWN FELICIA	277738776	30.38	SOLD
2022	CALA, LOUIS	370956476	21.24	SITUS
2022	CARIMAR SALON GROUP INC	280071135	60.08	SOLD
2022	CERVINO, TONIA MARILYN	278028984	20.85	SOLD
2021	FAISON, TONYA MICHELE	278625075	10.73	DESTROYED
2021	FIELDS, NERY KATTAN	279627483	25.15	SOLD
2022	GIBBS, COLLEEN BREAUX	373428372	59.39	SITUS
2022	GIBBS, COLLEEN BREAUX	373428488	14.67	SITUS
2022	GIBBS, COLLEEN BREAUX	373428500	4.14	SITUS
2022	GIBBS, DALBRO MADISON JR	373428360	7.98	SITUS
2022	GILL, DAVID ROBERTS	371499884	19.06	SITUS
2021	GILL, DAVID ROBERTS	371499888	89.67	SITUS
2022	GILL, DAVID ROBERTS	371499892	1.15	SITUS
2022	JONES, JAMES ANTHONY	278123889	27.38	SOLD
2022	JORGENSEN, ALFRED GEORGE	378348589	37.01	MILTRY EXEMPT
2022	KOSTYAL, DAVID MICHAEL	280071426	7.80	DESTROYED
2020	MEZQUITE LANDSCAPING LLC	371263072	7.40	SITUS
2021	RAYNOR, PENNY GARMON	278217954	3.91	SOLD
2021	REDLICH, JOHN	278853423	5.15	SOLD
2022	ROSE, ANGELA MARIE	278446914	97.48	MILTRY EXEMPT
2022	SAAS, FRANK ALEXANDER	278853549	87.19	DESTROYED
2022	SAFFO, ROBIN STONE	277919781	12.50	SOLD
2020	SCHLEGEL, KARL WILLIAM	278625090	46.54	MILTRY EXEMPT
2022	SHAPIRO, JESSE MORRILL	278348847	42.94	ADJSTD VALUE
2021	SHIRK, KYLE ARNOLD FRANK	278853318	93.74	SOLD
2022	SHIRK, KYLE ARNOLD FRANK	278853948	2.64	SOLD
2021	SHIRK, KYLE ARNOLD FRANK	371805260	57.38	SOLD
2019	SHIRK, KYLE ARNOLD FRANK	371805272	1.72	SITUS
2019	SHIRK, KYLE ARNOLD FRANK	371805296	13.63	SITUS
2018	SHIRK, KYLE ARNOLD FRANK	371805300	14.74	SITUS
2018	SHIRK, KYLE ARNOLD FRANK	371805316	92.84	SITUS
2021	SKINNER, MARK COY	371380084	11.02	SITUS
2021	SMITH, ADRIAN GARNER	371262644	6.07	SITUS
2021	SMITH, ADRIAN GARNER	371262672	2.55	SITUS
2020	SMITH, ADRIAN GARNER	371262684	2.96	SITUS

2021	SMITH, ADRIAN GARNER	371262704	2.85	SITUS
2022	SMITH, ADRIAN GARNER	371262712	5.74	SITUS
2022	SMITH, ADRIAN GARNER	371263112	23.45	SITUS
2018	SMITH, ADRIAN GARNER	371263116	38.55	SITUS
2019	SMITH, ADRIAN GARNER	371263120	32.53	SITUS
2020	SMITH, ADRIAN GARNER	371263124	26.08	SITUS
2021	SMITH, ADRIAN GARNER	371263128	22.78	SITUS
2021	SMITH, ADRIAN GARNER	371263176	12.75	SITUS
2021	SMITH, ADRIAN GARNER	371263208	8.74	SITUS
2020	SMITH, ADRIAN GARNER	371263212	9.87	SITUS
2019	SMITH, ADRIAN GARNER	371263216	12.55	SITUS
2018	SMITH, ADRIAN GARNER	371263220	12.55	SITUS
2017	SMITH, ADRIAN GARNER	371263228	14.52	SITUS
2021	SMITH, ADRIAN GARNER	371263252	19.98	SITUS
2022	SMITH, ADRIAN GARNER	371263260	34.16	SITUS
2021	SMITH, ADRIAN GARNER	371263264	33.22	SITUS
2017	SMITH, ADRIAN GARNER	371263268	7.12	SITUS
2021	SMITH, ADRIAN GARNER	371263284	23.28	SITUS
2022	SMITH, ADRIAN GARNER	371263300	38.04	SITUS
2021	SMITH, ADRIAN GARNER	371263304	22.10	SITUS
2021	SMITH, ADRIAN GARNER	371263316	70.19	SITUS
2021	SNIPES, DOMINIQUE	278535282	12.90	DESTROYED
2021	URBAN, TYLER GREGORY	278624475	97.31	MILTRY EXEMPT
2022	WARD, EDWARD WESLEY	370559696	7.21	SITUS
2022	WILLS, JEFFREY CHARLES	278841168	52.56	ADJSTD VALUE
2022	WOOD, RANDY LEE	278960973	71.08	DESTROYED
2022	WOODWORTH, ERIC LEE	373428068	30.76	SITUS

TOTAL REFUNDS UNDER $100	$1,856.32
TOTAL OF ALL RELEASES	NONE
TOTAL OF ALL REFUNDS	$7,771.54

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	July 10, 2023
SUBJECT:	Approval of Purchase Order to Mission Communications for SCADA Monitoring of PCU's Water & Sewer Systems

SUMMARY:
PCU's water distribution and wastewater collection systems SCADA equipment is proprietary and can only have the essential monitoring provided by Mission Communications (sole source). In 2019, PCU solicited quotes from several service providers for SCADA monitoring. Mission was by far the least expensive alternative, and provided superior functionality and ease-of-use compared to their competitors. PCU then purchased the proprietary Mission hardware and installed it at all of our critical sites. In addition to the initial hardware costs, an annual monitoring fee is paid to Mission for the cellular communication to each unit and collection of data on their website, which can be accessed by key PCU staff to operate and maintain our systems.

This service is critical to water/wastewater operations to report alarm conditions and status of tank water levels and pumping throughout the system, as well as control of key components. We are also required by NCDEQ to monitor alarms. Annual cost per type of unit is the same as the previous years.

Funds have been budgeted for this expense in 072-404500 (water) and 073-404500 (wastewater). Total PO amount for consideration is $9,541.20.

ACTION REQUESTED:
Approve PO to Mission Communications for PCU SCADA monitoring

ATTACHMENTS:
Summary of Mission annual service package costs
Customer Service Agreement & Terms of Use
Business Performance Guarantees

Mission Communications; Vendor 34961; Annual Service Packages for Water & Wastewater

WATER DISTRIBUTION:

072-404500

$6,760.80 (12 units @$563.40 each)

- Maple Hill Water Tank
- Maple Hill-ONWASA Interconnection
- Malpass Corner Tank
- Wallace BPS
- St Helena BPS
- 210 BPS
- Sloop Point BPS
- Rocky Point Tank
- Hampstead Tank
- Topsail Tank
- Annex Well
- Kiwanis Park Well

$480 (8 Option Boards @ $60 each)

- 2 at Annex Well
- 2 at Kiwanis Park Well
- Wallace BPS
- St Helena BPS
- Sloop Pt BPS
- 210 BPS

WASTEWATER COLLECTION:

073-404500

$563.40 (1 unit @ $563.40 each)

- Regional PS

$1,737 (5 units @ $347.40 each)

- Cape Fear School PS
- Heide Trask School PS
- Pender Packing PS
- Del Labs PS
- Small Del Labs PS

TOTAL = *6760.80 + 480 + 563.40 + 1737 =* ***$9,541.20***

MISSION COMMUNICATIONS

Customer Service Agreement and Terms of Use

Mission Communications Business Performance Guarantees

Service Price Stability Guarantee

For as long as the customer chooses to use the Mission service the annual price will not increase from the initial term price by more than the amount equal to the annual compounded inflation rate as determined by the US Bureau of Labor as measured year-to-year from the start of the initial service term for the unit or as measured year-to-year from the mutually agreed annual service renewal date. This date must be mutually agreed upon by Mission and the customer.

Replacement Hardware Price Stability Guarantee

Replacement components for the originally purchased M800 series unit will be no higher than $250 for the radio module and $250 for the unit's main printed circuit board (PCB). Replacement components for the M110 series units will be no higher than $250 for the main PCB and $250 for the radio module. Replacement costs for the M80 will be no higher than $450 for the entire M80 electronic assembly. Due to conformal coating of the M80 unit there will be no sub-assembly replacements.

Technology Guarantee

Mission guarantees to the customer that the radio telemetry technology will be available for use by the customer as long as the customer wishes to utilize Mission's services. If the original installed radio telemetry technology becomes unavailable or unusable for any customer unit, then Mission will at its sole expense, provide to the customer hardware for the customer to swap out and replace the non-performing unit's radio telemetry module hardware. The new radio module technology will be equal to or better than the original radio telemetry technology. Such equivalency is to be approved by the customer and such approval is not to be unreasonably withheld by the customer. If Mission cannot make such equivalent radio telemetry technology available to the customer within 120 days of the original radio telemetry cessation, then Mission may be required by the customer to refund any prepaid service fees paid by the customer, minus any used service fees while the radio telemetry performed to the above standard for Service Performance, plus the sum of $500.

Obsolescence Guarantee

From time-to-time Mission intends to introduce hardware and service improvements to existing hardware models and to introduce new hardware/ service offerings. Customers utilizing Mission's managed service offerings (standard monitoring service) may wish to upgrade previously installed equipment to the newest model offering. Customers may trade in and/ or upgrade equipment for a price equal to the new model price minus the current trade in value for the existing field equipment. The trade in value is defined as being 100% of the original purchase price in the first year (from date of purchase), 80% of purchase price in the second year, 60% in the third year, 40% in the fourth year, 20% in the fifth year and no trade in value thereafter. Additionally, if the new equipment has a higher annual service fee associated with it, the new fee will be applied to the customer's annual service at the time of field commissioning going forward.

This Agreement (hereinafter referred to as the "Agreement") is entered between MISSION COMMUNICATIONS, LLC, a Georgia limited liability company (hereinafter referred to as "Mission") and the entity and individuals utilizing Mission's products and services, including its web site and database information (hereinafter collectively referred to as the "Customer") and is effective upon activation and use by Customer of Mission's products and services.

The Parties: Mission is engaged in the business of providing wireless communications and database systems for managing and monitoring remote equipment in a supervisory manner, including such industrial applications as water and wastewater systems. The Customer desires to use and benefit from Mission's communications and database system, which is to be installed by the Customer on-site at the Customer's premises.

Customer acknowledges and understands that by activating and utilizing Mission's products, services, web site and/or data-based information, Customer is agreeing to be bound by the following terms contained in this Agreement. ACCEPTANCE OF HARDWARE AND/OR THE PROVISION OF SERVICES FROM MISSION SHALL BE DEEMED TO CONSTITUTE AN AGREEMENT ON CUSTOMER'S PART TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.
Privacy Policy: https://www.123mc.com/en/privacy-policy/

The Terms: In consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, including Customer's use of Mission's products and services, the parties hereby agree as follows:

1. **Mission's Services.** Mission agrees to use commercially reasonable efforts to provide Customer with monitoring and notification services by utilizing automated calling, paging, e-mailing, faxing, or TCP/IP transfer of data to an OPC compliant database to Customer's designated destinations as set forth in the Mission web site database.

2. **Customer Responsibilities.**
   a. Customer understands that Mission will not respond to or take action related to those events about which Mission provides monitoring and notification. Customer further understands that it is solely responsible for the final entries and schedules set forth in the Mission database notwithstanding the fact that Mission may have initially entered the monitoring and notification information in that database on the Customer's behalf.
   b. Customer also understands that the information residing in Mission's database, including, without limitation, notification lists, schedules and alarm points, can be changed by the Customer. Customer further understands and agrees that it bears the sole risk of loss or damage that may result from changes to the Mission database made by or on behalf of the Customer, and that such changes may prevent or impair the ability of the Mission monitoring and notification system from providing timely and successful notifications of detected events to Customer's designated destinations. Customer agrees to test the system(s) on a regular basis to ensure that they are working properly.
   c. Customer must provide its own on-site installation and maintenance services. Customer agrees to test all analog and digital input alarms on a regular basis (no less than every six months) and ensure that each alarm point successfully sends alarm transmissions to Mission and that the Mission notification services accurately and completely notify all the Customer's intended recipients. If any real or perceived failures occur, the Customer shall notify Mission immediately in writing of such failures. Mission shall use commercially reasonable efforts to resolve the failures noted in the writing delivered to Mission by Customer, but in no case will Mission be obligated to travel to the Customer's premises to perform diagnostic or corrective actions.

3. **Carrier Services.**
   a. Customer understands and agrees that Mission makes no representations, promises, warranties, or guarantees that there will be no interruptions in service or delays in performing service, or as to the quality, usefulness, completeness and reliability of such service, and further that Mission provides no assurances that such service will be free of errors. Customer acknowledges that Mission utilizes wireless data services that may be provided by ATT, Verizon, Sprint-Nextel, Rogers Communications, T-Mobile and various participating carriers, and that such providers disclaim any and all liability arising from the Customer's use of Mission's products and services. Customer further understands that Mission has no control of, or responsibility for, the paging, cellular, radio, telephone, internet or other communication medium which the Customer may rely upon for delivery of alarm or other messages sent by Mission.
   b. Customer understands and agrees that it has no contractual relationship with the underlying wireless service carrier and Customer is not a third party beneficiary of any agreement between Mission and underlying carrier. Customer understands and agrees that the underlying carrier shall have no legal, equitable, or other liability of any kind to Customer. In any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Customer's exclusive remedy against Mission for claims arising in any way in connection with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, is limited to payment of damages as described in 4.c.
   c. Customer shall indemnify and hold harmless the underlying wireless service carrier and its officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, or any property damage, personal injury or death, arising in any way, directly or indirectly, in connection with this Agreement or the use, failure to use, or inability to use the number except where the claims result from the underlying carrier's gross negligence or willful misconduct. This indemnity shall survive the termination of the Agreement.

d. Customer has no property right in any number assigned to it, and understands that any such number can be changed from time to time.
e. Customer understands and agrees that Mission and the underlying carrier cannot guaranty the security of wireless transmissions, and will not be liable for any lack of security relating to the use of the services.
f. The service is for Customer's use only and Customer may not resell the service to any other party.

4. **Customer Indemnification; Limitation of Liability.** Customer agrees that in further consideration of being granted the right to utilize Mission's monitoring and notification service, the Customer, on behalf of itself, and any employees and agents agrees:
a. To indemnify, defend and hold Mission, its members, managers, directors, officers, employees, agents, suppliers or affiliated companies harmless against any and all claims, demands or actions based upon any losses, liabilities, obligations, damages or costs, whether direct or indirect, special or consequential, including without limitation, attorneys' fees and court costs, that may result from the operation of Mission's products and services, or from the failure of the Mission system to report a given event or condition.
b. To release, waive, discharge and covenant not to sue Mission, its members, managers directors, officers, employees, agents, suppliers or affiliated companies harmless from any and all liabilities arising from any claim, demand or action based upon any losses, liabilities, obligations, damages or costs, whether direct or indirect, special or consequential, including without limitation, attorneys' fees and court costs, that may result from operation of Mission's products and services, or from the failure of the Mission system to report a given event or condition.
c. That in the event Mission is found to be liable for any loss or damage arising out of negligence, mistakes, omissions, interruptions, delays, errors or defects in Mission's products or services, such liability shall not exceed the total amount paid by the Customer to Mission for Mission's services for the previous six (6) months or $250.00, whichever is greater.
d. That neither Mission nor its members, managers, directors, officers, employees, or agents is an insurer and that the Customer is to maintain its own insurance coverage sufficient to provide compensation for any loss, damage, or expense that may arise in connection with the use of Mission's products or services.
e. Customer understands that the Mission system records notification phone calls, and tracks originating IP address of site access.

5. **Limited Warranty.** Mission warrants that its products are free from defects in material and workmanship for the periods set forth in the respective product sales information. Mission's sole obligation under this limited warranty is to repair or replace the product, at Mission's option, unless the product has been misused or improperly repaired or serviced by any party other than authorized Mission personnel, in which case the limited warranty is voided. Other than this limited warranty, Mission's products and services are provided with no other warranties, express or implied, including any WARRANTIES OF MERCHANTABILITY or fitness for a particular purpose.

6. **No Life Safety Use.** Mission's products and services are intended to monitor and notify Customer of events relating only to Customer's noncritical mechanical and electrical equipment, and are not intended to be used for life-safety, burglary or fire detection and reporting or control system and Customer hereby expressly agrees that under no circumstances shall it use Mission's products and services for any lifesafety, burglary or fire detection and reporting or control system uses whatsoever. Customer hereby indemnifies, defends and agrees to hold Mission, its members, managers, directors, officers, employees, agents, suppliers or affiliated companies harmless against any and all claims, demands or actions based upon any losses, liabilities, obligations, damages or costs, whether direct or indirect, special or consequential, including, without limitation, attorneys' fees and court costs that may result from Customer's breach of this Paragraph 6.

7. **Relay or Output Control.** In the case that Customer chooses to utilize the Mission system to perform manual or automatic (as may be provided by Mission at the time) relay or output control for pump, well, valve or any related application, Customer agrees that Mission performs this service on a best efforts basis only. Mission recommends that Customer not rely on Mission solely for the control of remote relay activated devices and that Customer should make provision for alternate means of remotely or locally operating said controls. Mission strongly recommends that Customer make electrical or mechanical provisions at the remotely controlled site equipment that will properly control said remote relay control functions. Customer understands and acknowledges that there are other providers of such remote control technologies.

8. **Hardware and Monitoring Fees.** Customer agrees to pay Mission for hardware and a monitoring fee, which fee is to be prepaid on an annual basis, as indicated in Customer's invoice. The first annual service fee and hardware costs are to be paid within 30 days from the date of shipment of the Mission hardware. Annual service activation will commence on the 30th day after purchase. If the Customer has not installed units at this time, it may request reasonable additional time to install units prior to annual service commencement. This extension is totally at the discretion of Mission. Units ordered that will not be installed immediately should be ordered as inactive so as to avoid unnecessary loss of service on the Customer's part. After the expiration of the initial one-year term, this Agreement shall automatically renew for additional one-year periods, unless canceled by written notice to Mission at least sixty (60) days prior to expiration date of the then current term. Units added in subsequent years will be initially billed at the then current annual service price as published in the current Mission price list or at the price initially invoiced the Customer, whichever is greater. Once a field RTU is in service, Mission shall not increase that device's annual monitoring fee by more than an amount equal to the annual percentage increase in the United States Bureau of Labor Statistics "Consumer Price Index." Mission shall have the right to increase the annual monitoring fee annually or, in the event it does not do so annually, it may at any time increase the annual monitoring fee by the cumulative percentage increase in the Consumer Price Index from either the initial service date or the last date that Mission so increased the annual monitoring fee, in either case to the then date of adjustment. This annual service pricing policy shall apply to all makes and models of Mission hardware and services.

9. **Use of Mission's Products.** The Customer understands the intended uses of Mission's products and services and will ensure that they are used in the intended and safe manner. In the event of a malfunctioning unit and after notification to Customer and attempting to rectify the situation, Mission shall have the right to take the unit out of service and keep it out of service until such time as the malfunction has been remedied. In addition, it is agreed that the Customer shall contact Mission personnel if the Customer does not know how to install or operate Mission's products and services.

10. **Consent to Jurisdiction.** Regardless of the place of contracting or performance, this Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Georgia, and that any suit, action or other legal proceeding involving this Agreement shall be brought exclusively within the State or Federal Courts situated in Atlanta, Georgia. Customer hereby irrevocably consents to and submits to the personal jurisdiction of such courts and irrevocably waives any and all defenses inconsistent with this Paragraph.

11. **Entire Agreement.** The parties hereto acknowledge and agree that this Agreement, together with the Mission Business Performance Guarantees set forth in that certain "Managed SCADA document, Literature Code 1-4", as amended from time to time and which by this reference is made an integral part hereof, contain the entire agreement between Mission and the Customer, and that there are no other representations, inducements, promises, or agreements, oral or otherwise, which are not embodied herein or therein. The conditions set forth in this Agreement shall take precedence over any other conditions, and no contrary, additional or different provisions or conditions shall be binding on Mission unless accepted by Mission in writing. It is a condition of this transaction between Mission and Customer that any provisions printed or otherwise contained in any purchase order issued by Customer, or any acknowledgment, acceptance, objection, or confirmation of this Agreement issued by Customer, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this Agreement made by Customer, shall have no force or effect. The terms contained herein shall be controlling in the event of any inconsistency with the Customer's purchase order or other communications of Customer.

12. **Severability.** In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

13. **Binding Effect; No Assignment by Customer.** This Agreement shall be binding upon each of the parties hereto, together with their respective heirs, successors and permitted assigns. Customer shall have no right to assign any or all of its rights under this Agreement without the prior written consent of Mission.

Mission Communications Business Performance Guarantees

Price Stability Guarantee

For as long as the customer chooses to use the Mission service, the price for monitoring will not increase from the initial term price by more than the amount equal to the annual compounded inflation rate. Term-price inflation considerations are based on an annual review of the previous year's Consumer Price Index for all Urban Consumers (CPI–U), All Items, the broadest domestic measure of consumer inflation as reported by the U.S. Bureau of Labor Statistics (https://www.bls.gov). Replacement Hardware for the main electronic components (printed circuit board (PCB) and cellular radio) of current model Mission branded RTUs will be no higher than $450 and $300 respectively.

Technology Guarantee

Mission guarantees the radio telemetry technology as the customer wishes to utilize Mission services. If the originally installed radio telemetry technology becomes unavailable, Mission will provide a replacement module for the customer to swap out and replace the non-performing radio telemetry component. The new radio module technology will be equal to or better than the original radio telemetry technology. If Mission cannot make radio telemetry technology available to the customer within 120 days of the original radio telemetry cessation, then Mission will refund any prepaid and unused service fees and offer a device upgrade per the Obsolescence Guarantee below.

Obsolescence Guarantee

From time-to-time Mission intends to introduce hardware and service improvements to existing hardware models and to introduce new hardware/service offerings. Customers utilizing the managed service offerings of Mission may wish to upgrade previously installed equipment to the newest model offering. Customers may trade-in and/or upgrade equipment for a price equal to the new model price minus the current trade-in value for the existing field equipment. The trade-in value is defined as being 100% of the original MSRP in the first year (from date of purchase), 80% of the purchase price in the second year, 60% in the third year, 40% in the fourth year, and 20% for subsequent years. Additionally, if the new equipment has a different annual service fee associated with it, the new fee will be applied to the customer's annual service at the time of field commissioning of the newer device.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	James Proctor
DATE:	July 10, 2023
SUBJECT:	Approval of FY 2024 Blanket Purchase order for Supplies for 072 Water and Sewer

SUMMARY:
A request for vendor pricing on a list of multiple supply items was emailed to Core & Main, Ferguson Waterworks, Fortiline, and Miller Supply by Glen Garvin in June of 2023. Core & Main was the lowest bid out of the vendors that participated in the bidding process. Fortiline chose not to participate this year.
A blanket PO for Core & Main for $450,000 is requested. This PO will cover supplies and meters for the year.
Funds have been budgeted for this expenditure in FY24 in account 072-403308.

ACTION REQUESTED:
Approve a $450,000 Purchase Order for Core & Main for supplies for water and sewer for FY24.

ATTACHMENTS:
Quotes

Bid Proposal for PENDER UTILITIES BUDGET PRICING 6.6.23

CUSTOMER

PENDER UTILITY OPERATIONS
STOCK-WILMINGTON
CORNER OF FREMONT & BENNET S
BURGAW, NC 28425

Job
PENDER UTILITIES BUDGET PRICING 6.6.23
Bid Date: 05/25/2023
Bid #: 2943412

CONTACT

Sales Representative
George Larkins
(T) 910-791-4148
(F) 910-791-8408
George.Larkins@coreandmain.com

Core & Main
6501 Amsterdam Way
Wilmington, NC 28405
(T) 910-791-4148

NOTES

Bid Proposal for PENDER UTILITIES BUDGET PRICING 6.6.23

PENDER UTILITY OPERATIONS
Bid Date: 05/25/2023
Core & Main 2943412

Core & Main
6501 Amsterdam Way
Wilmington, NC 28405
Phone: 910-791-4148
Fax: 910-791-8408

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10	20	12 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	45.65	913.00
20	20	6 PVC C900 DR18 PIPE (G) 20' GRN PC235	FT	12.61	252.20
40	3000	1X300' CTS PE TUBING 250PSI PE 4710 NSF SDR-9 D2737 BLACK	FT	0.64	1,920.00
60	40	F1000-4NL 1 CORP CCXPI(CTS) NO LEAD	EA	62.00	2,480.00
70	1	101S-0690 RM 6X1CC DI SAD SGL SS STRAP 6.63-6.90 OD	EA	47.38	47.38
80	1	101S-0905 RM 8X1CC DI SAD SGL SS STRAP 8.63-9.05 OD	EA	56.03	56.03
90	1	101S-1320 RM 12X1CC DI SAD SGL SS STRAP 12.00-13.20 OD	EA	71.04	71.04
110	1	VBHH72-7W-41-43NL 5/8X3/4 DUAL CHECK	EA	227.37	227.37
120	1	VBHH74-10W4144NL 1" PJXDP MTR SETTER NO-LEAD W/DUAL CHK VALVE	EA	370.00	370.00
150	4	MACRO HP-7.60 6 CPLG EPXY 304SS B&N 6.60-7.60 OD	EA	371.43	1,485.72
160	4	MACRO HP-9.75 8 CPLG EPXY 304SS B&N 8.60-9.75 OD	EA	420.61	1,682.44
180	1	DFW 1200.12.BODY 12"X17"X12" RECTANGLE BLACK BODY	EA	18.90	18.90
190	1	D1200 MB LID W/CIR & TR HOLE	EA	12.19	12.19
210	1	WILKINS 2" 375XL RP BACKFLOW PREVENTOR NO LEAD	EA	630.00	630.00
230	1	3'0"B 5-1/4VO CLOW MED PENDER RED WITH SILVER BONNET & CAPS SS STEMS, CPLG AND PINS	EA	2,755.74	2,755.74

Bid Proposal for PENDER UTILITIES BUDGET PRICING 6.6.23

Bid #: 2943412

Seq#	Qty	Description	Units	Price	Ext Price
270	1	461-S VALVE BOX COMPLETE	EA	68.83	68.83
				Sub Total	12,990.84
				Tax	876.88
				Total	**13,867.72**

Branch Terms:
This quote represents our interpretation of the plans & specifications and is offered as an aid to bidding only.
Customers should verify all materials & quantities prior to bidding or ordering.
Unless otherwise noted, PVC pipe prices are based on availability at the time of shipping.
HDPE prices are good for 10 days from quote date and price per foot might be revised if quantity changes.
Pricing is subject to change if the scope of the quote is altered, at the discretion of the branch.
Special order material or other non-stock items may be non-refundable or subject to a cancellation/restock charge.
Special order non-stock items must be shipped to customer within 30 days of receipt by Core & Main.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

FERGUSON WATERWORKS

FERGUSON WATERWORKS #1104
3881 US HIGHWAY 421 NORTH
SUITE D
WILMINGTON, NC 28401-0925
Phone: 910-815-6600
Fax: 910-762-2469

Deliver To:
From: Cayse Perry
Comments:

08:08:08 JUN 06 2023

FERGUSON WATERWORKS #1104
Price Quotation
Phone: 910-815-6600
Fax: 910-762-2469

Bid No: B750617
Bid Date: 06/05/23
Quoted By: CJP

Cust Phone: 910-259-1570
Terms: NET 10TH PROX

Customer: PENDER COUNTY
PENDER COUNTY UTILITIES
PO BOX 995
BURGAW, NC 28425

Ship To:

Cust PO#: BUDGET

Job Name: BUDGET LIST

Item	Description	Quantity	Net Price	UM	Total
	PENDER COUNTY				

	PIPE				
DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	20	48.387	FT	967.74
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	20	12.796	FT	255.92
AX41250300B	1X300 CTS 250 PSI NSF BLK	300	0.650	FT	195.00
	SUBTOTAL				1418.66

	CORP STOP				
FF10004NL	LF 1 CC X CTS PJ CORP	40	63.620	EA	2544.80
	SUBTOTAL				2544.80

	SADDLES				

	SPEC SAYS DBL AND SGL STRAP				
R202N090541	8X1 CC DBL SS STRP NYL SDL 9.05	1	105.000	EA	105.00
R101N090541	8X1 CC SGL SS STRP NYL SDL —	1	63.000	EA	63.00
R202N069041	6X1 CC DBL SS STRAP-NYLON	1	90.000	EA	90.00
R101N069041	6X1 CC SGL SS STRP NYL SDL —	1	63.530	EA	63.53
R202N132041	12X1 CC DBL SS STRP NYL SDL	1	147.000	EA	147.00
R101N132041	12X1 CC SGL SS STRP NYL SDL —	1	80.500	EA	80.50
	SUBTOTAL				549.03

	SETTERS				

	ROMAC MACRO				

R2600760851	6 DI 2BLT MACRO COUP 6.60-7.60	4	375.000	EA	1500.00
R2600975851	8 DI 2BLT MACRO COUP 8.60-9.75	4	399.000	EA	1596.00
	SUBTOTAL				3096.00

	METER BOX				
C10152026	STD 12 PLAS BLAC MTR BX BDY ONLY	1	15.000	EA	15.00
C14194212	10X15 CVR W/ BADGER REC	1	11.000	EA	11.00

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1104&on=46425

FERGUSON WATERWORKS

FERGUSON WATERWORKS #1104
Price Quotation

Fax: 910-762-2469

08:08:08 JUN 06 2023
Reference No: B750617

Item	Description	Quantity	Net Price	UM	Total
	SUBTOTAL				26.00

	2" RPZ				

W375XLK	LF 2 RED PRES PRINCIPLE ASSY	1	637.000	EA	637.00
	SUBTOTAL				637.00

	FIRE HYDRANT				

AFCB84BLAOLNPEN	5-1/4 B84B HYD 3'6 BURY OL L/A	1	3070.000	EA	3070.00
	SUBTOTAL				3070.00

	VLV BOX				

PSVB461SW	2PC SCRW 10T/15B COMP CI VLV BX WTR	1	65.750	EA	65.75
	SUBTOTAL				65.75
	----				
	1 MTR SETTER				

FVBHH7410W4144GNL	LF VBHH74-10W-41-44-G SN CSTR ?	1	374.110	EA	374.11
	SUBTOTAL				374.11

	SETTER 1" COMP IN 3/4 FIP ? do they have dual checks				
	OUTLET				

FVB7282W4143NL	LF VB72-82W-41-43 JAX SETTER ?	1	138.030	EA	138.03
	SUBTOTAL				138.03

PT-DISWILM	**PRICING TERMS**	1	0.000	EA	0.00
	MATERIAL PRICING ON THIS QUOTATION ARE FOR GENERAL ESTIMATE PURPOSES ONLY & NOT REPRESENTATIVE OF WHAT ACTUAL PRICES COULD BE WHEN MATERIAL IS AVAILABLE TO SHIP				

	NO MATERIAL IS GUARANTEED TO BE IMMEDIATLY AVAILABLE				

Net Total:	$11919.38
Tax:	$804.55
Freight:	$0.00
Total:	$12723.93

Ferguson only priced one 300ft Roll CTS
the qty was 3000ft of CTS
price is corrected + results
in second cheapest quote

11919.38
+ 1755.00 for 9 1" CTS rolls
13674.38
+ 923.02 tax
14597.40

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1104&on=46425

FERGUSON WATERWORKS

FERGUSON WATERWORKS #1104
Price Quotation

Fax: 910-762-2469

08:08:08 JUN 06 2023
Reference No: B750617

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1104&on=46425

Glen Garvin

From: Cayse.Perry@ferguson.com
Sent: Tuesday, June 6, 2023 8:16 AM
To: Glen Garvin
Cc: James R. Proctor
Subject: [External]PENDER COUNTY BLANKET PO SUPPLY LIST BID REQUEST 2023
Attachments: B750617.pdf

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,
I had the list sent to me by my operations manager and wanted to make sure to get a quote into y'all please see the attached and let me know if you have any questions. On another note I am the new salesman for y'alls account for Ferguson Waterworks so please feel free to reach out with any needs.

Thanks,

Cayse Perry
Ferguson Waterworks
Outside Sales

3881 US Highway 421 N
Wilmington, NC 28401
Cell: (910) 232 6871
Office: (910) 815 6600
Cayse.Perry@ferguson.com
https://www.ferguson.com/industry-solutions/waterworks
Please Rate Our Customer Service

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	James Proctor
DATE:	July 10, 2023
SUBJECT:	Approval of a Purchase Order to AquaSmart for Well Water Treatment Chemicals

SUMMARY:
The well water system uses a sequestering chemical to keep metal parts from corroding and to prevent the iron from coming out of solution in chlorinated water. When iron comes out of solution during the addition of chlorine it causes a physical and visual nuisance to the drinking water. The chemical that we use is called SeaQuest and is manufactured by Aquasmart Inc. The chemical makeup is a proprietary blend and is a sole source product. All sole source products have to be presented to the board as an agenda item. The cost of the product is 275 gallons at $16.58 per pound, with freight at $549.69. The request is to purchase $26,000 dollars of product in FY24 from 072-403372 account where funds have been budgeted. Each delivery is just over $5,000, and we will need one delivery for each of the 5 wells in our system for FY24.

ACTION REQUESTED:
Approve annual purchase order to AquaSmart for Seaquest sequestering chemical, in the amount of $26,000

ATTACHMENTS:
Quote for product

AQUASMART INC SEAQUEST

CORROSION, SCALE AND DEPOSIT CONTROL

3710 Atlanta Industrial Pkwy NW
Ste. 200-B
Atlanta, Georgia 30331

1-800-278-2762
E-Mail: info@aquasmartinc.com

Phone: (404) 696-4406
Fax: (404) 696-3712

CUSTOMER QUOTE

TO: GLEN GARVIN
AT: PENDER COUNTY, NC
FROM: DEBBIE WOLCOTT
DATE: THURSDAY, MAY 25, 2023

Rate for SeaQuest Liquid:
(tote price)

275 gals @ $16.58	$ 4,559.50
Freight to zip code 28425	$ 549.69
Total	$ 5,109.19

If you have any questions, please do not hesitate to contact our office.

Sincerely,
Debbie Wolcott, Admin & Operations Mgr.
Aqua Smart, Inc.

Aqua Smart, Inc. is the exclusive manufacturer of SeaQuest an N.S.F. certified product

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 10, 2023
SUBJECT:	Approval of a Purchase Order for Veterinarian Services to Joni Shimp in the amount of $65,000

SUMMARY:
The Health Department is requesting approval of a purchase order to Joni Shimp, DVM for veterinarian services at the Pender County Animal Shelter in the amount of $65,000. The contract with automatic annual renewals for up to 5 years was approved by the Pender County Board of Commissioners on January 3, 2023 after accepting sealed proposals from RFP # 221129-238 for veterinarian services.

This is a budgeted item and funds will be taken from departmental expenditure line 900056-404500 in the amount of $65,000.

ACTION REQUESTED:
Approval of a Purchase Order for Veterinarian services to Joni Shimp, DVM in the amount of $65,000 for FY 23-24.

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 10, 2023
SUBJECT:	Approval of a Budget Amendment to increase Health Department Revenues and Expenditures for FY 23-24: $4,000

SUMMARY:
The Pender County Health Department was allocated additional funds in the amount of $4,000 from the Women, Infant, and Community Wellness Section of the Maternal Health Branch. The North Carolina Maternal Mortality Review Committee (MMRC) identified that 70% of pregnancy related deaths were preventable and a majority happened during pregnancy and within 42 days postpartum. Women with a history of chronic illness like hypertension or diabetes this is especially a vulnerable time. Patients that are uninsured and diagnosed with hypertension and/or diabetes, there are limited options for accessing tools outside of the clinical setting, which puts them at higher risk. The funding that will be provided to local health departments will be used to purchase medical supplies to support pregnant and postpartum patients in managing their hypertension and/or diabetes. Funding is to be expended by September 29, 2023.

ACTION REQUESTED:
Approve a budget amendment increasing programmatic revenues and related expenses for the Health Department in the amount of $4,000.

Division of Public Health
Agreement Addendum
FY 23-24

Pender County Health Department **Local Health Department Legal Name**	Women, Infant, and Community Wellness Section / Maternal Health Branch **DPH Section / Branch Name**
130 Management of Chronic Illness in Pregnancy **Activity Number and Description**	Rebecca Severin, 919-971-0622 Rebecca.Severin@dhhs.nc.gov **DPH Program Contact** (name, phone number, and email)
07/01/2023 – 09/29/2023 **Service Period**	**DPH Program Signature** **Date** (only required for a negotiable Agreement Addendum)
08/01/2023 – 10/31/2023 **Payment Period**	

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ___

I. Background:

The North Carolina Maternal Mortality Review Committee (MMRC) identified that 70% of pregnancy related deaths were preventable and the majority happened during pregnancy and within 42 days postpartum.[1] This is an especially vulnerable time for women with a history of chronic illness like hypertension or diabetes. One strategy to assist with detecting and diverting obstetrical emergencies early is regular monitoring of blood pressure and glucose levels by the patient outside of their scheduled appointments. For patients that are uninsured and diagnosed with hypertension and/or diabetes, there are limited options for accessing these tools outside of the clinical setting, which puts them at higher risk for severe complications.

The North Carolina Department of Health and Human Services, Division of Public Health, Women, Infant, and Community Wellness Section (DPH/WICWS) received funding in September 2019 from the Health Resources and Services Administration (HRSA) Maternal and Child Health Bureau (MCHB) Division of Healthy Start and Perinatal Services to administer the State Maternal Health Innovation (MHI) Program. The North Carolina MHI Program implements initiatives statewide that address disparities in maternal health and improve maternal health outcomes, including the prevention and reduction of maternal mortality and severe maternal morbidity (SMM). Program funds will be provided to local health departments to purchase medical supplies to support pregnant and postpartum patients in managing their hypertension and/or diabetes.

[1] 2021, North Carolina Maternal Mortality Review Report (pp. 1–22). Raleigh, North Carolina.

Health Director Signature (use blue ink or verifiable digital signature) — Date: 06/26/2023

LHD to complete: [For DPH to contact in case follow-up information is needed.]	LHD program contact name: Shirley Steele Phone and email address: 910-259-1207 ssteele@pendercountync.gov

Signature on this page signifies you have read and accepted all pages of this document. Template rev. July 2022

II. Purpose:

This Agreement Addendum provides one-time funds for the Local Health Department to buy medical supplies to support the management of hypertension and diabetes during pregnancy and in the postpartum period. The Local Health Department will distribute these medical supplies to pregnant and postpartum women who are enrolled in maternal health services and are uninsured, for their use outside their scheduled appointments.

III. Scope of Work and Deliverables:

The Local Health Department (LHD) shall:

1. Purchase the following equipment for uninsured maternal health patients served by the LHD:
    a. Digital blood pressure monitors and/or digital glucometers.
        1. All purchased blood pressure monitors must be able to use an extra-large or bariatric cuff attachment.
        2. All purchased glucometers should be a brand that uses test strips accessible to the patient population.
    b. Extra-large or bariatric cuffs.
    c. If digital glucometers are purchased, purchase compatible lancets and test strips. A three-month supply of lancets and test strips are to be provided to patients along with the glucometer.
2. Create and submit a plan for distribution of the medical equipment to the LHD's uninsured maternal health patients.

IV. Performance Measures / Reporting Requirements:

1. Track the number of blood pressure monitors, blood pressure cuffs, glucometers, lancets, and glucose test strips that are purchased.
2. Provide a plan to the DPH Program Contact for distribution to uninsured maternal health patients of the equipment described in Paragraph 1 of Section III, no later than July 31, 2023.
3. Using the report template provided by the DPH Program Contact, submit the report to the DPH Program Contact as follows:

Reporting Interval	Report Due Date
June 2023 – September 2023	October 30, 2023

V. Performance Monitoring and Quality Assurance:

1. The Maternal Health Branch will monitor the LHD by reviewing the distribution plan and the report detailing the equipment purchased to assess if program funds are used appropriately.
    a. If there are adverse findings during the desk audit, the DPH Program Contact shall provide technical assistance to the LHD to address the adverse findings.
2. If the LHD is deemed out of compliance, the DPH Program Contact shall provide technical assistance and funds may be withheld until the LHD is back in compliance with deliverables. If technical assistance does not prove beneficial, the Agreement Addendum may then be terminated.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.

a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

FY24 - FAS federal award supplement

Activity Nbr + Name: **130** **Management of Chronic Illness in Pregnancy**

FAS Number + Reason: **1** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **93.110** Maternal and Child Health Federal Consolidated Programs

Is award R&D?: no FAIN: **U7A33712** IDC rate: n/a Fed awd total amt: $ 3,160,814

Fed award project description: State Maternal Health innovation Program

Fed awd date + awarding agency: 05-17-23 HHS, Health Resources and Services Administration

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5	$ 4,000	$ 4,000	Jackson	X7YWWY6ZP574	$ 2,000	$ 2,000
Albemarle	WAAVS51PNMK3	$ 4,000	$ 4,000	Johnston	SYGAGEFDHYR7	$ 4,000	$ 4,000
Alexander	XVEEJSNY7UX9			Jones	HE3NNNUE27M7		
Anson	PK8UYTSNJCC3			Lee	F6A8UC99JWJ5	$ 2,000	$ 2,000
Appalachian	CD7BFHB8W539			Lenoir	QKUFL37VPGH6	$ 4,000	$ 4,000
Beaufort	RN1SXFD4LXN6			Lincoln	UGGQGSSKBGJ5		
Bladen	TLCTJWDJH1H9	$ 2,000	$ 2,000	Macon	LLPJBC6N2LL3	$ 2,000	$ 2,000
Brunswick	MJBMXLN9NJT5			Madison	YQ96F8BJYTJ9	$ 2,000	$ 2,000
Buncombe	W5TCDKMLHE69			MTW	ZKK5GNRNBBY6	$ 2,000	$ 2,000
Burke	G855APCNL591	$ 8,000	$ 8,000	Mecklenburg	EZ15XL6BMM68		
Cabarrus	RXDXNEJKJFU7	$ 8,000	$ 8,000	Montgomery	E78ZAJM3BFL3		
Caldwell	HL4FGNJNGE97			Moore	HFNSK95FS7Z8		
Carteret	UC6WJ2MQMJS8	$ 4,000	$ 4,000	Nash	NF58K566HQM7	$ 4,000	$ 4,000
Caswell	JDJ7Y7CGYC86	$ 2,000	$ 2,000	New Hanover	F7TLT2GMEJE1		
Catawba	GYUNA9W1NFM1	$ 8,000	$ 8,000	Northampton	CRA2KCAL8BA4	$ 2,000	$ 2,000
Chatham	KE57QE2GV5F1			Onslow	EGE7NBXW5JS6	$ 8,000	$ 8,000
Cherokee	DCEGK6HA11M5	$ 2,000	$ 2,000	Orange	GFFMCW9XDA53	$ 4,000	$ 4,000
Clay	HYKLQVNWLXK7			Pamlico	FT59QFEAU344		
Cleveland	UWMUYMPVL483	$ 2,000	$ 2,000	Pender	T11BE678U9P5	$ 4,000	$ 4,000
Columbus	V1UAJ4L87WQ7	$ 2,000	$ 2,000	Person	FQ8LFJGMABJ4		
Craven	LTZ2U8LZQ214			Pitt	VZNPMCLFT5R6	$ 8,000	$ 8,000
Cumberland	HALND8WJ3GW4	$ 8,000	$ 8,000	Polk	QZ6BZPGLX4Y9		
Dare	ELV6JGB11QK6			Randolph	T3BUM1CVS9N5		
Davidson	C9P5MDJC7KY7			Richmond	Q63FZNTJM3M4	$ 2,000	$ 2,000
Davie	L8WBGLHZV239			Robeson	LKBEJQFLAAK5	$ 12,000	$ 12,000
Duplin	KZN4GK5262K3			Rockingham	KGCCCHJJZZ43		
Durham	LJ5BA6U2HLM7			Rowan	GCB7UCV96NW6	$ 8,000	$ 8,000
Edgecombe	MAN4LX44AD17			Sampson	WRT9CSK1KJY5	$ 12,000	$ 12,000
Foothills	NGTEF2MQ8LL4	$ 2,000	$ 2,000	Scotland	FNVTCUQGCHM5	$ 2,000	$ 2,000
Forsyth	V6BGVQ67YPY5			Stanly	U86MZUYPL7C5	$ 2,000	$ 2,000
Franklin	FFKTRQCNN143	$ 2,000	$ 2,000	Stokes	W41TRA3NUNS1	$ 2,000	$ 2,000
Gaston	QKY9R8A8D5J6	$ 12,000	$ 12,000	Surry	FMWCTM24C9J8		
Graham	L8MAVKQJTYN7			Swain	TAE3M92L4QR4		
Granv-Vance	MGQJKK22EJB3	$ 4,000	$ 4,000	Toe River	JUA6GAUQ9UM1		
Greene	VCU5LD71N9U3			Transylvania	W51VGHGM8945		
Guilford	YBEQWGFJPMJ3	$ 12,000	$ 12,000	Union	LHMKBD4AGRJ5	$ 8,000	$ 8,000
Halifax	MRL8MYNJJ3Y5	$ 2,000	$ 2,000	Wake	FTJ2WJPLWMJ3	$ 12,000	$ 12,000
Harnett	JBDCD9V41BX7			Warren	TLNAU5CNHSU5		
Haywood	DQHZEVAV95G5			Wayne	DACFHCLQKMS1	$ 8,000	$ 8,000
Henderson	TG5AR81JLFQ5			Wilkes	M14KKHY2NNR3		
Hoke	C1GWSADARX51	$ 4,000	$ 4,000	Wilson	ME2DJHMYWG55	$ 4,000	$ 4,000
Hyde	T2RSYN36NN64			Yadkin	PLCDT7JFA8B1	$ 2,000	$ 2,000
Iredell	XTNRLKJLA4S9			Yancey	L98MCUHKC2J8	$ 2,000	$ 2,000
Subtotals:		$ 92,000	$ 92,000	Subtotals:		$ 124,000	$ 124,000
				Totals for all columns:		$ 216,000	$ 216,000

UEI = Unique Entity Identifier

Federal Award Reporting Requirements for Pass-Through Agencies, 2 CFR § 200.331 DPH v3 2-10-23 [eg]

DPH-Aid-To-Counties For Fiscal Year: 23/24 Budgetary Estimate Number : 0

Activity 130		AA	13A1 5880 MZ	Total Allocated	Proposed Total	New Total
Service Period			07/01-09/29			
Payment Period			08/01-10/31			
01 Alamance	*	0	4,000	$0.00	4,000	4,000
D1 Albemarle	*	0	4,000	$0.00	4,000	4,000
02 Alexander			0	$0.00	0	0
04 Anson			0	$0.00	0	0
D2 Appalachian			0	$0.00	0	0
07 Beaufort			0	$0.00	0	0
09 Bladen	*	0	2,000	$0.00	2,000	2,000
10 Brunswick			0	$0.00	0	0
11 Buncombe			0	$0.00	0	0
12 Burke	*	0	8,000	$0.00	8,000	8,000
13 Cabarrus	*	0	8,000	$0.00	8,000	8,000
14 Caldwell			0	$0.00	0	0
16 Carteret	*	0	4,000	$0.00	4,000	4,000
17 Caswell	*	0	2,000	$0.00	2,000	2,000
18 Catawba	*	0	8,000	$0.00	8,000	8,000
19 Chatham			0	$0.00	0	0
20 Cherokee	*	0	2,000	$0.00	2,000	2,000
22 Clay			0	$0.00	0	0
23 Cleveland	*	0	2,000	$0.00	2,000	2,000
24 Columbus	*	0	2,000	$0.00	2,000	2,000
25 Craven			0	$0.00	0	0
26 Cumberland	*	0	8,000	$0.00	8,000	8,000
28 Dare			0	$0.00	0	0
29 Davidson			0	$0.00	0	0
30 Davie			0	$0.00	0	0
31 Duplin			0	$0.00	0	0
32 Durham			0	$0.00	0	0
33 Edgecombe			0	$0.00	0	0
D7 Foothills	*	0	2,000	$0.00	2,000	2,000
34 Forsyth			0	$0.00	0	0
35 Franklin	*	0	2,000	$0.00	2,000	2,000
36 Gaston	*	0	12,000	$0.00	12,000	12,000
38 Graham			0	$0.00	0	0
D3 Gran-Vance	*	0	4,000	$0.00	4,000	4,000
40 Greene			0	$0.00	0	0
41 Guilford	*	0	12,000	$0.00	12,000	12,000
42 Halifax	*	0	2,000	$0.00	2,000	2,000
43 Harnett			0	$0.00	0	0
44 Haywood			0	$0.00	0	0
45 Henderson			0	$0.00	0	0
47 Hoke	*	0	4,000	$0.00	4,000	4,000
48 Hyde			0	$0.00	0	0
49 Iredell			0	$0.00	0	0
50 Jackson	*	0	2,000	$0.00	2,000	2,000
51 Johnston	*	0	4,000	$0.00	4,000	4,000
52 Jones			0	$0.00	0	0
53 Lee	*	0	2,000	$0.00	2,000	2,000
54 Lenoir	*	0	4,000	$0.00	4,000	4,000
55 Lincoln			0	$0.00	0	0
56 Macon	*	0	2,000	$0.00	2,000	2,000
57 Madison	*	0	2,000	$0.00	2,000	2,000
D4 M-T-W	*	0	2,000	$0.00	2,000	2,000
60 Mecklenburg			0	$0.00	0	0
62 Montgomery			0	$0.00	0	0
63 Moore			0	$0.00	0	0
64 Nash	*	0	4,000	$0.00	4,000	4,000
65 New Hanover			0	$0.00	0	0
66 Northampton	*	0	2,000	$0.00	2,000	2,000
67 Onslow	*	0	8,000	$0.00	8,000	8,000
68 Orange	*	0	4,000	$0.00	4,000	4,000
69 Pamlico			0	$0.00	0	0
71 Pender	*	0	4,000	$0.00	4,000	4,000
73 Person			0	$0.00	0	0
74 Pitt	*	0	8,000	$0.00	8,000	8,000
75 Polk			0	$0.00	0	0
76 Randolph			0	$0.00	0	0
77 Richmond	*	0	2,000	$0.00	2,000	2,000
78 Robeson	*	0	12,000	$0.00	12,000	12,000
79 Rockingham			0	$0.00	0	0

80 Rowan	*	0	8,000	$0.00	8,000	8,000
82 Sampson	*	0	12,000	$0.00	12,000	12,000
83 Scotland	*	0	2,000	$0.00	2,000	2,000
84 Stanly	*	0	2,000	$0.00	2,000	2,000
85 Stokes	*	0	2,000	$0.00	2,000	2,000
86 Surry			0	$0.00	0	0
87 Swain			0	$0.00	0	0
06 Toe River			0	$0.00	0	0
88 Transylvania			0	$0.00	0	0
90 Union	*	0	8,000	$0.00	8,000	8,000
92 Wake	*	0	12,000	$0.00	12,000	12,000
93 Warren			0	$0.00	0	0
96 Wayne	*	0	8,000	$0.00	8,000	8,000
97 Wilkes			0	$0.00	0	0
98 Wilson	*	0	4,000	$0.00	4,000	4,000
99 Yadkin	*	0	2,000	$0.00	2,000	2,000
00 Yancey	*	0	2,000	$0.00	2,000	2,000
Totals			216,000	0	216,000	216,000

DocuSigned by:
Sarah Dozier 06/02/23 | 9:15 AM EDT
278214A8375A4B7...

DocuSigned by:
Sign and Date - DPH Program Administrator: Tara Owens Shuler 06/02/23 | 8:06 AM EDT

DocuSigned by:
Sign and Date - DPH Section Chief: Belinda Pettiford 06/02/23 | 9:00 AM EDT

Sign and Date - DPH Budget Office – ATC Coordinator: 6/2/2023

Sign and Date - [illegible]: S. Rosdel 6/6/2023

PW

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 10, 2023
SUBJECT:	Approval of a Purchase Order to LabCorp of America Holdings for laboratory services in the amount of $75,000.

SUMMARY:
The Health Department is requesting approval of a purchase order to LabCorp of America Holdings for lab testing in the amount of $75,000. With only two laboratories that provide the level of service the Health Department requires, Lab Corp was selected after comparing the fee schedules on the most commonly used tests. Lab Corp offers a larger discount when compared to Quest Diagnostics.

This is a budgeted item and expenditures will come out of departmental line 900077-404500.

ACTION REQUESTED:
To consider approval of a purchase order in the amount of $75,000 to LabCorp of America Holdings for lab testing in FY 23-24.

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 10, 2023
SUBJECT:	Approval of a Purchase Order for Health Department medical supplies to Theracom in the amount of $46,085.

SUMMARY:
The Pender County Health Department purchases medical supplies from various vendors during the budget year to provide services at the Health Department. Medical supplies are necessary to operate all departments efficiently. We are requesting approval of a purchase order to Theracom, LLC which is a sole manufacturer /vendor of Nexplanon (long term birth control). The request is for 100 Nexplanon for the Family Planning Program.

Funding was approved in the FY 23-24 budget. Expenditures will be paid out of line item 900051-404600.

ACTION REQUESTED:
Approval is requested to authorize a purchase order to Theracom for long term birth control in the amount of $46,085 for FY 23-24.

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 10, 2023
SUBJECT:	Approval of a Purchase Order for Health Department Contracted Services to Pender County Schools in the amount of $150,000

SUMMARY:
The Women and Children Well-Being Health Branch provides $150,000 with the School Nurse Funding Initiative to the Pender County Health Department. The Pender County Health Department contracts with Pender County Schools for (3) School Nurses. The funds are received by the Health Department and passed on to Pender County Schools. We are requesting approval of a purchase order to the Pender County Schools in the amount of $150,000.

900066-404500 Contracted Services (Pender Board of Educatio) $150,000

ACTION REQUESTED:
The board is requested to authorize purchase orders for contracted services to Pender County Schools in the amount of $150,000 for FY 2023-2024.

Division of Child and Family Well-Being
Agreement Addendum
FY 23-24

Pender County Health Department **Local Health Department Legal Name**	Whole Child Health/School, Adolescent and Child Health **DCFW Section / Unit Name**
803 School Nurse Funding Initiative **Activity Number and Description**	Jenifer Simone (919) 218-1095 Jenifer.Simone@dhhs.nc.gov **DCFW Program Contact** (name, phone number, and email)
06/01/2023 – 05/31/2024 **Service Period**	**DCFW Program Signature** **Date** (only required for a negotiable Agreement Addendum)
07/01/2023 – 06/30/2024 **Payment Period**	

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ___

I. Background:

The mission of the North Carolina Division of Child and Family Well-Being includes the development and promotion of programs and services that protect and enhance the health of children. According to the Centers for Disease Control and Prevention (CDC), the academic success of America's youth is strongly linked with their health. Health-related factors such as hunger, physical and emotional abuse, chronic illness, and deficits in vision and hearing can lead to poor school performance. Health-risk behaviors such as early sexual initiation, violence, and physical inactivity also are consistently linked to poor grades and test scores, and lower educational attainment. In turn, academic success is an excellent indicator for the overall well-being of youth and a primary predictor and determinant of adult health outcomes. Leading national education organizations recognize the close relationship between health and education, as well as the need to foster health and well-being within the educational environment for all students. Scientific reviews have documented that school health programs can have positive effects on educational outcomes, as well as health-risk behaviors and health outcomes.

School nurses play a critical role in promoting the health and safety of young people and helping them to establish lifelong healthy behaviors which can result in minimizing the effects of chronic health conditions including obesity, diabetes and other chronic health conditions that impact readiness to learn. School nurses are often the initial care providers for many student health issues. Access to school nursing services can be limited by the number of local school nurses serving the student population (school nurse to student ratio).

Cindy Moore — 03/15/2023
Health Director Signature (use blue ink or verifiable digital signature) Date

LHD to complete: [For DCFW to contact in case follow-up information is needed.]	LHD program contact name: Donna Ramos Phone and email address: 910-259-1484 dramos@pendercountync.gov

Signature on this page signifies you have read and accepted all pages of this document.

Template rev. September 2022

II. Purpose:

This Agreement Addendum improves the school nurse to student ratio in the school district to increase access to school nursing services and have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ one or more nationally certified school nurses or registered nurses working toward national certification, to work full time in local schools and enhance the local capacity to provide basic health services to students.

The long-term program outcome is for Pender County Schools to decrease the nurse to student ratio from 1: 515 (at most) to 1: 446 to have a positive impact on improving children's health and their readiness to learn. The short-term and/or interim outcomes are to reduce the nurse to student ratio in Pender County Schools from 1: 515 to 1: 446 and to improve access to basic health services for 100% of students served.

III. Scope of Work and Deliverables:

The Local Health Department shall:

1. Engage in the work defined under this Agreement Addendum for approximately **1339** students (per local educational agency [LEA] ratio).
2. **Employ or assure the employment of nationally certified school nurses** or registered nurses working toward national certification, in the quantity listed in the table below, to work full time as school nurses consistent with the requirements of the School Nurse Funding Initiative (SNFI):

School Nurse Assignment	# SNFI Nurses
Pender County Schools	3

   a. Notify the DCFW Regional School Health Nurse Consultant (RSHNC) within four working days if a SNFI nurse position becomes vacant, by means of the School Nurse Staff Change Notification Form supplied by DCFW.

   b. Submit to the RSHNC, within 30 days of a position being made vacant, a recruitment plan for any SNFI nurse position that is vacated during the service period of this Agreement Addendum.

   c. Notify the RSHNC within four working days after initial hire or replacement hire for any SNFI nurse position, on a form that is supplied by the DCFW RSHNC during the service period of the Agreement Addendum. This notification must include all items listed on the form, including information about nursing education and certification.

   d. Upon hiring, assure that those nurses hired into SNFI school nurse positions are duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.

   e. Assure that SNFI nurses employed through this Agreement Addendum will be supported at the same level as other school nurses in the LEA, including such things as providing adequate space, computer equipment, supplies, and in-district travel expenses.

   f. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI nurse, contract program administrator, and contract fiscal officer.

   g. Provide notification to the RSHNC, within four working days, should a change in local school nurse full-time equivalencies or assignment be expected to reduce access by students to basic health services provided by the SNFI nurse through changing the local school nurse to student ratio.

3. Assure implementation of an **annual work plan for each SNFI nurse**, consistent with the Scope of Work requirements.
   a. The work plan shall address the delivery of basic health services, including activities, strategies, and goals within, but not limited to, the following areas:
      1. Preventing and responding to communicable disease outbreaks.
      2. Developing and implementing plans for emergency medical assistance for students and staff.
      3. Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs.
      4. Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service.
      5. Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals.
      6. Assuring that federal and state mandated health related activities are completed, which includes but is not limited to: Health Assessments, Immunization Status Reports, blood-borne pathogen control plan (OSHA) requirements, services under Section 504, Individuals with Disabilities Education Act, Healthy Active Children (GCS-S-000) requirements for School Health Advisory Councils, and other mandated laws, rules and regulations pertaining to school health.

      AND, as required by HB 200 SL 2011-145 Section 10.22 (b), assure that school nurses funded by the School Nurse Funding Initiative (SNFI) do not assist in any instructional or administrative duties associated with a school's curriculum and do perform all the following with respect to school health programs:

      7. Serve as coordinator of the health services program in their assigned schools and provide nursing care.
      8. Provide health education to students, staff, and parents.
      9. Identify health and safety concerns in the school environment and promote a nurturing school environment.
      10. Support healthy food services programs.
      11. Promote healthy physical education, sports policies, and practices.
      12. Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies.
      13. Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee.
      14. Provide health education and counseling and promote healthy activities and a healthy environment for school staff.
      15. Be available to assist the county health department during a public health emergency.

   b. The work plan shall also outline the certification plan the SNFI nurses will use toward completing degree and certification requirements, if not already certified. It shall describe the plan to achieve certification, including timelines for achieving education and certification goals. This certification plan must be updated at least twice annually and show progress towards the goals. The SNFI nurses must be certified no later than three years from the date of employment as a school nurse in North Carolina.

4. Assure that every newly hired SNFI nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in **continuing education**, at the same level of cost reimbursement provided to other professional school employees. Up to $750 of SNFI funding may be budgeted for participation in professional development workshops or conferences. The SNFI nurses must participate in the School Nursing: Roles and Responsibilities Workshop series. This includes both the on-line orientation course at the start of employment and the didactic completion course at the next available offering, unless previously attended within five years. If any SNFI nurse has previously attended that workshop, assure that the SNFI nurse will be allowed to participate in other related training such as a School Nurse Certification review course, a Pediatric Physical Assessment for School Nurses Workshop, or the Annual School Nurse Conference

5. Assure that the **Memorandum of Agreement that exists between all health departments and LEAs** clearly addresses emergency and disaster preparedness and response, states that emergency and disaster service by SNFI nurses is an allowable use of their time and states the way SNFI nurses are to be made available to assist the Local Health Department during a public health emergency. The following should be addressed for emergency and disaster preparedness and response:
   a. Areas of responsibility and oversight
   b. Liability issues
   c. Training for specific roles in emergencies
   d. Periodic assessment and evaluation of emergency plans
   e. School nurses' roles and responsibilities during emergency and disaster response

6. Collaborate with the School Health Nurse Consultants on DCFW initiatives to help implementation at the local level (e.g., school nurse care management, immunization initiatives).

IV. Performance Measures / Reporting Requirements:

1. Performance Measures:
   a. Employ or assure the employment of nationally certified school nurses or registered nurses to work full time as school nurses consistent with the requirements of the SNFI in the assigned LEA.
   b. Assure completion of an annual work plan consistent with program requirements for each SNFI Nurse which will be reviewed with the RSHNC during monitoring activities throughout the year.

2. Reporting Requirements:
   a. Provide data to the Local Education Agency (LEA) for inclusion in the North Carolina Annual Survey of Public-School Health Services. The data must be provided to the LEA in time for the LEA to include that data in its report submitted to the RSHNC prior to the end of the academic year.

V. Performance Monitoring and Quality Assurance:

1. The DCFW Regional School Health Nurse Consultant (RSHNC) will monitor the Local Health Department's performance by:
   a. Conducting annual site visits to monitor work plan progress for each SNFI nurse.
   b. Reviewing expenditures quarterly to assure that funds are spent according to the funding restrictions indicated in Section VI, Paragraph 2.
   c. Monitoring vacancies, recruitment, hiring, and certification status or progress towards certification throughout the school year

d. Maintaining contact, no less than twice a year (by email, phone, and on-site) with the Local Health Department in order to review its progress on Agreement Addendum deliverables.

e. Scope of Work and Deliverables, as outlined in this Agreement Addendum, will be monitored via reported work plan progress, including certification for non-certified school nurses during annual site visits by the RSHNC.

2. The RSHNC will prepare an annual monitoring report and a copy of it will be made available to the Local Health Director. If this report indicates failure to adhere to deliverables in this Agreement Addendum, the Local Health Director or designee will work with the RSHNC to develop a corrective action plan. If the corrective action does not meet contract requirements, DCFW may take action resulting in cessation of funding and termination of the Agreement Addendum.

3. The Local Health Department shall adhere to the following service quality measures for this Agreement Addendum:
   a. Service is provided by nationally certified school nurses. If the nurses hired with these funds are not nationally certified, service is provided by registered nurses working towards certification. This requirement shall be completed no later than the date of completion of three years of employment as a school nurse in North Carolina.
   b. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by the National Association of School Nurses.
   c. Services are provided in a culturally sensitive manner.
   d. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records defined as a part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Child and Family Well-Being provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
   a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
   b. Frequency: Supplements will be generated as the Division of Child and Family Well-Being receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be

sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. The Local Health Department shall use funds only for salary, fringe benefits and to support continuing education and required school nurse training.

DPH-Aid-To-Counties **For Fiscal Year: 23/24** **Budgetary Estimate Number : 0**

Activity 803 Service Period Payment Period		AA	1271 5358 AP 06/01-05/31 07/01-06/30	Total Allocated	1332 5358 00 06/01-05/31 07/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance	*	0	0	$0.00	100,000	$0.00	100,000	100,000
D1 Albemarle	*	0	102,880	$0.00	347,120	$0.00	450,000	450,000
02 Alexander	*	0	0	$0.00	150,000	$0.00	150,000	150,000
04 Anson			0	$0.00	0	$0.00	0	0
D2 Appalachian	*	0	0	$0.00	250,000	$0.00	250,000	250,000
07 Beaufort	*	0	0	$0.00	250,000	$0.00	250,000	250,000
09 Bladen	*	0	0	$0.00	250,000	$0.00	250,000	250,000
10 Brunswick	*	0	0	$0.00	150,000	$0.00	150,000	150,000
11 Buncombe	*	0	0	$0.00	150,000	$0.00	150,000	150,000
12 Burke	*	0	0	$0.00	100,000	$0.00	100,000	100,000
13 Cabarrus	*	0	0	$0.00	50,000	$0.00	50,000	50,000
14 Caldwell	*	0	0	$0.00	100,000	$0.00	100,000	100,000
16 Carteret	*	0	0	$0.00	50,000	$0.00	50,000	50,000
17 Caswell	*	0	0	$0.00	200,000	$0.00	200,000	200,000
18 Catawba	*	0	0	$0.00	200,000	$0.00	200,000	200,000
19 Chatham	*	0	0	$0.00	100,000	$0.00	100,000	100,000
20 Cherokee	*	0	0	$0.00	100,000	$0.00	100,000	100,000
22 Clay	*	0	0	$0.00	50,000	$0.00	50,000	50,000
23 Cleveland	*	0	0	$0.00	200,000	$0.00	200,000	200,000
24 Columbus	*	0	0	$0.00	400,000	$0.00	400,000	400,000
25 Craven			0	$0.00	0	$0.00	0	0
26 Cumberland	*	0	0	$0.00	189,406	$0.00	189,406	189,406
28 Dare			0	$0.00	0	$0.00	0	0
29 Davidson	*	0	0	$0.00	400,000	$0.00	400,000	400,000
30 Davie	*	0	0	$0.00	50,000	$0.00	50,000	50,000
31 Duplin			0	$0.00	0	$0.00	0	0
32 Durham	*	0	0	$0.00	100,000	$0.00	100,000	100,000
33 Edgecombe	*	0	0	$0.00	250,000	$0.00	250,000	250,000
D7 Foothills	*	0	0	$0.00	400,000	$0.00	400,000	400,000
34 Forsyth	*	0	0	$0.00	100,000	$0.00	100,000	100,000
35 Franklin	*	0	0	$0.00	150,000	$0.00	150,000	150,000
36 Gaston	*	0	0	$0.00	100,000	$0.00	100,000	100,000
38 Graham	*	0	0	$0.00	50,000	$0.00	50,000	50,000

D3 Gran-Vance	* 0	0	$0.00	200,000	$0.00	200,000	200,000
40 Greene		0	$0.00	0	$0.00	0	0
41 Guilford	* 0	0	$0.00	100,000	$0.00	100,000	100,000
42 Halifax	* 0	0	$0.00	250,000	$0.00	250,000	250,000
43 Harnett	* 0	0	$0.00	150,000	$0.00	150,000	150,000
44 Haywood	* 0	0	$0.00	100,000	$0.00	100,000	100,000
45 Henderson	* 0	0	$0.00	100,000	$0.00	100,000	100,000
47 Hoke	* 0	0	$0.00	150,000	$0.00	150,000	150,000
48 Hyde		0	$0.00	0	$0.00	0	0
49 Iredell	* 0	0	$0.00	100,000	$0.00	100,000	100,000
50 Jackson	* 0	0	$0.00	50,000	$0.00	50,000	50,000
51 Johnston	* 0	0	$0.00	100,000	$0.00	100,000	100,000
52 Jones	* 0	0	$0.00	50,000	$0.00	50,000	50,000
53 Lee	* 0	0	$0.00	150,000	$0.00	150,000	150,000
54 Lenoir	* 0	0	$0.00	150,000	$0.00	150,000	150,000
55 Lincoln	* 0	0	$0.00	150,000	$0.00	150,000	150,000
56 Macon	* 0	0	$0.00	150,000	$0.00	150,000	150,000
57 Madison	* 0	0	$0.00	150,000	$0.00	150,000	150,000
D4 M-T-W	* 0	0	$0.00	200,000	$0.00	200,000	200,000
60 Mecklenburg	* 0	0	$0.00	50,000	$0.00	50,000	50,000
62 Montgomery	* 0	0	$0.00	100,000	$0.00	100,000	100,000
63 Moore	* 0	0	$0.00	50,000	$0.00	50,000	50,000
64 Nash	* 0	0	$0.00	250,000	$0.00	250,000	250,000
65 New Hanover		0	$0.00	0	$0.00	0	0
66 Northampton	* 0	0	$0.00	150,000	$0.00	150,000	150,000
67 Onslow	* 0	0	$0.00	100,000	$0.00	100,000	100,000
68 Orange		0	$0.00	0	$0.00	0	0
69 Pamlico		0	$0.00	0	$0.00	0	0
71 Pender	* 0	0	$0.00	150,000	$0.00	150,000	150,000
73 Person	* 0	0	$0.00	150,000	$0.00	150,000	150,000
74 Pitt	* 0	0	$0.00	250,000	$0.00	250,000	250,000
75 Polk	* 0	0	$0.00	150,000	$0.00	150,000	150,000
76 Randolph	* 0	0	$0.00	250,000	$0.00	250,000	250,000
77 Richmond	* 0	0	$0.00	150,000	$0.00	150,000	150,000
78 Robeson	* 0	0	$0.00	250,000	$0.00	250,000	250,000
79 Rockingham	* 0	0	$0.00	200,000	$0.00	200,000	200,000
80 Rowan	* 0	0	$0.00	100,000	$0.00	100,000	100,000
82 Sampson	* 0	0	$0.00	400,000	$0.00	400,000	400,000
83 Scotland		0	$0.00	0	$0.00	0	0
84 Stanly	* 0	50,000	$0.00	50,000	$0.00	100,000	100,000
85 Stokes	* 0	0	$0.00	150,000	$0.00	150,000	150,000

86 Surry	* 0	0	$0.00	250,000	$0.00	250,000	250,000
87 Swain		0	$0.00	0	$0.00	0	0
D6 Toe River	* 0	0	$0.00	250,000	$0.00	250,000	250,000
88 Transylvania	* 0	0	$0.00	50,000	$0.00	50,000	50,000
90 Union	* 0	0	$0.00	50,000	$0.00	50,000	50,000
92 Wake	* 0	0	$0.00	50,000	$0.00	50,000	50,000
93 Warren	* 0	0	$0.00	150,000	$0.00	150,000	150,000
96 Wayne	* 0	0	$0.00	250,000	$0.00	250,000	250,000
97 Wilkes	* 0	0	$0.00	150,000	$0.00	150,000	150,000
98 Wilson	* 0	0	$0.00	150,000	$0.00	150,000	150,000
99 Yadkin	* 0	0	$0.00	50,000	$0.00	50,000	50,000
00 Yancey		0	$0.00	0	$0.00	0	0
Totals		152,880	0	11,636,526	0	11,789,406	11,789,406

Sign and Date - Entered by DCFW Program Staff DocuSigned by: Marilyn Switt 03/07/23 | 2:13 PM EST	Sign and Date - Approved by DCFW Program Admin DocuSigned by: Marcia Fort 03/07/23 | 4:31 PM EST
Sign and Date - Approved by DCFW Budget Admin DocuSigned by: Lisa Rogers 03/07/23 | 5:17 PM EST	Sign and Date - Approved by DCFW Budget Sup DocuSigned by: Alexia Forte 03/07/23 | 5:49 PM EST

FY24 - FAS federal award supplement

Activity Nbr + Name: **803** **School Nurse Funding Initiative**

FAS Number + Reason: **1** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **93.994** Maternal and Child Health Block Grant

Is award R&D?: no FAIN: **B0447436** IDC rate: n/a Fed awd total amt: $9,312,791

Fed award project description: Maternal and Child Health Services Block Grant to the States

Fed awd date + awarding agency: 02-07-23 HHS, Health Resources and Services Administration

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5			Jackson	X7YWWY6ZP574		
Albemarle	WAAVS51PNMK3	$ 102,880	$ 102,880	Johnston	SYGAGEFDHYR7		
Alexander	XVEEJSNY7UX9			Jones	HE3NNNUE27M7		
Anson	PK8UYTSNJCC3			Lee	F6A8UC99JWJ5		
Appalachian	CD7BFHB8W539			Lenoir	QKUFL37VPGH6		
Beaufort	RN1SXFD4LXN6			Lincoln	UGGQGSSKBGJ5		
Bladen	TLCTJWDJH1H9			Macon	LLPJBC6N2LL3		
Brunswick	MJBMXLN9NJT5			Madison	YQ96F8BJYTJ9		
Buncombe	W5TCDKMLHE69			MTW	ZKK5GNRNBBY6		
Burke	G855APCNL591			Mecklenburg	EZ15XL6BMM68		
Cabarrus	RXDXNEJKJFU7			Montgomery	E78ZAJM3BFL3		
Caldwell	HL4FGNJNGE97			Moore	HFNSK95FS7Z8		
Carteret	UC6WJ2MQMJS8			Nash	NF58K566HQM7		
Caswell	JDJ7Y7CGYC86			New Hanover	F7TLT2GMEJE1		
Catawba	GYUNA9W1NFM1			Northampton	CRA2KCAL8BA4		
Chatham	KE57QE2GV5F1			Onslow	EGE7NBXW5JS6		
Cherokee	DCEGK6HA11M5			Orange	GFFMCW9XDA53		
Clay	HYKLQVNWLXK7			Pamlico	FT59QFEAU344		
Cleveland	UWMUYMPVL483			Pender	T11BE678U9P5		
Columbus	V1UAJ4L87WQ7			Person	FQ8LFJGMABJ4		
Craven	LTZ2U8LZQ214			Pitt	VZNPMCLFT5R6		
Cumberland	HALND8WJ3GW4			Polk	QZ6BZPGLX4Y9		
Dare	ELV6JGB11QK6			Randolph	T3BUM1CVS9N5		
Davidson	C9P5MDJC7KY7			Richmond	Q63FZNTJM3M4		
Davie	L8WBGLHZV239			Robeson	LKBEJQFLAAK5		
Duplin	KZN4GK5262K3			Rockingham	KGCCCHJJZZ43		
Durham	LJ5BA6U2HLM7			Rowan	GCB7UCV96NW6		
Edgecombe	MAN4LX44AD17			Sampson	WRT9CSK1KJY5		
Foothills	NGTEF2MQ8LL4			Scotland	FNVTCUQGCHM5		
Forsyth	V6BGVQ67YPY5			Stanly	U86MZUYPL7C5	$ 50,000	$ 50,000
Franklin	FFKTRQCNN143			Stokes	W41TRA3NUNS1		
Gaston	QKY9R8A8D5J6			Surry	FMWCTM24C9J8		
Graham	L8MAVKQJTYN7			Swain	TAE3M92L4QR4		
Granv-Vance	MGQJKK22EJB3			Toe River	JUA6GAUQ9UM1		
Greene	VCU5LD71N9U3			Transylvania	W51VGHGM8945		
Guilford	YBEQWGFJPMJ3			Union	LHMKBD4AGRJ5		
Halifax	MRL8MYNJJ3Y5			Wake	FTJ2WJPLWMJ3		
Harnett	JBDCD9V41BX7			Warren	TLNAU5CNHSU5		
Haywood	DQHZEVAV95G5			Wayne	DACFHCLQKMS1		
Henderson	TG5AR81JLFQ5			Wilkes	M14KKHY2NNR3		
Hoke	C1GWSADARX51			Wilson	ME2DJHMYWG55		
Hyde	T2RSYN36NN64			Yadkin	PLCDT7JFA8B1		
Iredell	XTNRLKJLA4S9			Yancey	L98MCUHKC2J8		

UEI = Unique Entity Identifier

Subtotals: $ 102,880 $ 102,880 Subtotals: $ 50,000 $ 50,000

Totals for all columns: $ 152,880 $ 152,880

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 10, 2023
SUBJECT:	Approval of a Purchase Order for a Contract Medical Director in the amount of $45,000.

SUMMARY:
The Health Department is requesting approval of a purchase order to Christi Ray, D.O., to contract as the Health Department Medical Director. The Medical Director will provide medical consultation, oversight of clinical services in support of the twenty-one programs at the Health Department. The contract with automatic renewals for up to 5 years was approved by the Pender County Board of Commissioners on September 20th, 2021 after accepting sealed proposals from RFP # 210901-207.

This is a budgeted item and funds will be take from the following departmental lines:

900051-404500	Contracted Services	$8,800
900052-404500	Contracted Services	$8,800
900053-404500	Contracted Services	$10,800
900061-404500	Contracted Services	$3,800
900076-404500	Contracted Services	$12,800
Total		$45,000

ACTION REQUESTED:
Approval of a Purchase Order to Christi Ray, D.O. in the amount of $45,000 for Medical Director services in FY 23-24.

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 10, 2023
SUBJECT:	Approval of a Purchase Order for Contract Dental Services to Kathy Barnes, DDS in the amount of $218,916.

SUMMARY:
The Health Department is requesting approval of a purchase order for Contract Dental Services in the amount of $218,916 to Kathy Barnes, DDS, PA. The contract with automatic annual renewals for up to 5 years was approved by the Pender County Board of Commissioners on August 16, 2021 after accepting sealed proposals from RFP # 210805-205. This is a budgeted item and funds will be taken from departmental expenditure line 900060-404500.

ACTION REQUESTED:
Approval of a Purchase Order to Kathy Barnes, DDS, PA for Dental Services in the amount of $218,916 for FY 23-24.

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 10, 2023
SUBJECT:	Approval of a Purchase Order to Sanofi Pasteur for Flu Vaccine in the amount of $49,000

SUMMARY:
Approval of a Purchase Order to Sanofi Pasteur for Flu Vaccine in the amount of $49,000 for FY 23-24. Flu Vaccine is pre-ordered and reserved in the prior year. Vaccine is ordered based upon demand and the number of vaccines administered at the Health Department from the previous year. Influenza vaccine is purchased at state contract rate on contract 269B at state contract pricing.

This is a budgeted item and approved during the FY 23-24 budget process. The expense for vaccine will be paid out of expenditure line item 900057-404600.

ACTION REQUESTED:
Approval of a purchase order for Influenza vaccine is requested for Sanofi Pasteur in the amount of $49,000 for FY 23-24.

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 10, 2023
SUBJECT:	Approval to carryover Purchase Order #507 to the UNC Institute of Public Health in the amount of $25,000

SUMMARY:
The Health Department is requesting to carry over Purchase Order #507 to the UNC Institute of Public Health for the contribution of the 2022 Community Health Assessment.

ACTION REQUESTED:
Approval to carry over purchase order #507 to the UNC Institute of Public Health in the amount of $25,000

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 10, 2023
SUBJECT:	Approval of a Purchase Order to Target Specialty Products in the amount of $80,000.

SUMMARY:
The Health Department is requesting approval of a Purchase Order for $80,000 to Target Specialty Products for the Mosquito & Vector Control Program. Target Specialty Products is the Health Departments main vendor for mosquito supplies. Comparable vendors have higher product costs. The Mosquito & Vector Control Program purchases products for adulticiding and larviciding to control and eliminate mosquitoes. Products such as Aqua-Reslin , NyGuard, Delta Guard, SumiLarv and Altosid XR Slim Ingot White Briquets are used to control the mosquito population.

Expenditure: 900079-403300 Supplies & Materials $80,000

ACTION REQUESTED:
Approval to authorize a purchase order to Target Speciality Products in the amount of $80,000 for Mosquito Control supplies in FY 23-24.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Erik Harvey
DATE:	July 10, 2023
SUBJECT:	Approval of Purchase Order and Renewal of ESRI Contract for GIS Licensing and Annual Maintenance in the amount of $56,700.

SUMMARY:

Pender County Government utilizes the ESRI Geographic Information Systems (GIS) platform to accurately map County assets, administer address points for new and existing structures, as well as provide tools to create maps for various circumstances and analysis. GIS is commonly used as an integral tool in providing emergency services by maintaining specific E-911 locations of structures and roadways within Pender County, enhancing response time through in-vehicle display within the Sheriff's Office and Pender EMS & Fire. GIS allows communication through information generated and maintained by utilizing ESRI GIS products. With the contract approval, ESRI provides annual licensing and maintenance of the software as well as training opportunities for County staff. The term of this agreement is three years, and the price of these licenses remains constant throughout the term of the agreement, which assists in financial planning for future years.

The ESRI GIS system and services are sole source. This ESRI Enterprise Agreement is for a three (3) year period. Currently, we're in year one (1) of the three (3) year agreement. Funding in future years will be available in the Department of Information Technology Services and Sheriff's Office FY 2023 and 2024 Budgets and cost allocation plan.

Both the Information Technology Services (ITS) Department and the Sheriff's Office split the cost for this service and budget accordingly to cover a 70/30 split (70-ITS/30-SO). Specifically, the purchase order requested is for $56,700.00 to include estimated taxes.

This renewal was budgeted and accounted for in the Information Technology Services (ITS) Department Budget account #445-404500 and Sheriff's Office Budget account #252-404500 for FY 23-24.

Department	Contribution Amount
ITS	$37,422.00
Sheriff's Office	$18,711.00
TOTAL	**$56,700.00**

ACTION REQUESTED:
To approve a Purchase Order and Renewal of ESRI Contract for GIS Licensing and Annual Maintenance in the amount of $56,700.00.

June 21, 2023

Mr. Erik Harvey
County of Pender
805 S Walker St
Burgaw, NC 28425-5001

Dear Erik,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jessie White

Quotation # Q-486824

Date: June 21, 2023

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 370721 Contract # ENTERPRISE AGREEMENT

County of Pender
Information Technology Services
805 S Walker St
Burgaw, NC 28425-5001

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/11/2023 To: 10/8/2023

ATTENTION: Erik Harvey
PHONE: (910) 259-1260
EMAIL: eharvey@pendercountync.gov

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	$56,700.00	$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	$56,700.00	$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	$56,700.00	$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$170,100.00
Sales Tax:	$11,481.75
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$181,581.75

Upon acceptance of the offer, Pender County agrees to commit to the three-year term. Esri will invoice the Pender County for the annual fee, in advance, each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Jessie White	jwhite@esri.com	(909) 793-2853 x7945

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

This offer is limited to the terms and conditions incorporated and attached herein.

Quotation # Q-486824

Date: June 21, 2023

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 370721 Contract # ENTERPRISE AGREEMENT

County of Pender
Information Technology Services
805 S Walker St
Burgaw, NC 28425-5001

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/11/2023 To: 10/8/2023

ATTENTION: Erik Harvey
PHONE: (910) 259-1260
EMAIL: eharvey@pendercountync.gov

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
174382	5	$851.00	$4,255.00
Esri Training Pass per Day One Year Term			

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Jessie White	jwhite@esri.com	(909) 793-2853 x7945

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Location Sharing for ArcGIS Enterprise
50 ArcGIS Location Sharing for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)
4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

June 21, 2023

Mr. Erik Harvey
County of Pender
805 S Walker St
Burgaw, NC 28425-5001

Dear Erik,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jessie White

Quotation # Q-486824

Date: June 21, 2023

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 370721 Contract # ENTERPRISE AGREEMENT

County of Pender
Information Technology Services
805 S Walker St
Burgaw, NC 28425-5001

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/11/2023 To: 10/8/2023

ATTENTION: Erik Harvey
PHONE: (910) 259-1260
EMAIL: eharvey@pendercountync.gov

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	$56,700.00	$56,700.00

Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription [8/10/2023 - 8/9/2024]

Subtotal:	$56,700.00
Sales Tax:	$11,481.75
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$68,181.75

Upon acceptance of this offer the County of Pender agrees to commit to a three-year agreement per the conditions outlined in this proposal. The Year 1 price reflects the first year of the term.
Only the Year 1 price will be invoiced at the time of order. Esri will invoice the County of Pender for the other years, in advance of each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Year 1 - 08/10/2023 to 08/09/2024: $56,700
Year 2 - 08/10/2024 to 08/09/2025: $56,700
Year 3 - 08/10/2025 to 08/09/2026: $56,700

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Jessie White	jwhite@esri.com	(909) 793-2853 x7945

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Quotation # Q-486824

Date: June 21, 2023

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 370721 Contract # ENTERPRISE AGREEMENT

County of Pender
Information Technology Services
805 S Walker St
Burgaw, NC 28425-5001

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/11/2023 To: 10/8/2023

ATTENTION: Erik Harvey
PHONE: (910) 259-1260
EMAIL: eharvey@pendercountync.gov

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
174382	5	$851.00	$4,255.00

Esri Training Pass per Day One Year Term

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Jessie White	jwhite@esri.com	(909) 793-2853 x7945

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Location Sharing for ArcGIS Enterprise
50 ArcGIS Location Sharing for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)
4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Pender County
Approval of a Purchase Order to Softchoice for Renewal of County Cybersecurity Intrusion Detection and Prevention System in the amount of $59,260.00.

TO:	Board of County Commissioners
FROM:	Erik Harvey
DATE:	July 10, 2023
SUBJECT:	Approval of a Purchase Order to Softchoice for Renewal of Cybersecurity Intrusion Detection and Prevention System in the amount of $59,260.00.

SUMMARY:
Cybersecurity Intrusion Detection and Prevention System renewal. This was a budgeted item and will be taken from the following line item:

IT Contracted Services 445-404500

ACTION REQUESTED:
Approval of a Purchase Order to Softchoice for Renewal of Cybersecurity Intrusion Detection and Prevention System in the amount of $59,260.00.

Pender County
Request for Board Action

TO:	Board of Commissioners
FROM:	Erik Harvey
DATE:	July 10, 2023
SUBJECT:	Approval of a Purchase Order to Software House International (SHI) for Barracuda Backup Server Annual Support & Maintenance Renewal in the amount of $46611.96.

SUMMARY:
The Barracuda Backup Appliance provides a data protection solution for physical, virtual, and web-based system environments by backing them up locally and replicating backups to cloud storage. Pender County has immediate and unlimited access to Barracuda's Support Services to address any issues that may arise with the backup appliance and cloud system 24x7. Our annual support and licensing agreement allows for firmware updates which include features and functionality optimization, as well as cloud replication of local backups for additional redundancy and instant replacement.

Software House International (SHI) was selected based on the lowest cost. Funding for this renewal was allocated in the ITS Department's Fiscal Year 23-24 Budget, account 445- 404500 (Contracted Services).

Software House International: $46,611.96
Internetworking Engineering: $No bid
Softchoice: $54,120.00

ACTION REQUESTED:
Approval of a Purchase Order to Software House International (SHI) for Barracuda Backup Server Annual Support & Maintenance Renewal in the amount of $46611.96.

Pricing Proposal
Quotation #: 22950258
Created On: 1/11/2023
Valid Until: 7/14/2023

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	Barracuda Backup Server Appliance 990 Unlimited Cloud Storage Subscription 1 Month Barracuda - Part#: BBS990A-B Serial #: 1555736 Coverage Term: 12/2/2023 – 12/1/2024	12	$2,194.08	$26,328.96
2	Barracuda Backup Server Appliance 990 Instant Replacement Subscription 1 Month Barracuda - Part#: BBS990A-H Serial #: 1555736 Coverage Term: 12/2/2023 – 12/1/2024	12	$975.14	$11,701.68
3	Barracuda Backup Server Appliance 990 Energize Updates Subscription 1 Month Barracuda - Part#: BBS990A-E Serial #: 1555736 Coverage Term: 12/2/2023 – 12/1/2024	12	$715.11	$8,581.32

Subtotal	$46,611.96
*Tax	$3,146.31
Total	$49,758.27

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

Additional Comments

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.

Softchoice Corporation
314 W Superior St #400
Chicago, IL 60654

Sales/Order desk
Phone: (800) 268-7638
Fax: (800) 268-7639

Quote	Q-1562340
Date	23-Jun-2023

Quote

Ship To :
Connie Rivenbark
County of Pender
805 S WALKER ST
BURGAW, NC 28425-5001

Bill To:
Connie Rivenbark
County of Pender
805 S WALKER ST
BURGAW NC
28425-5001

Quote Prepared For	Connie Rivenbark County of Pender Phone: 910-259-1260 Email: crivenbark@pendercountync.gov
Quote Sent By	Emmet Kilkenny emmet.kilkenny@softchoice.com Phone: 7042741578 Fax:
Comments	

Barracuda Serial Number: 1555736

Item #	Mfg Sku #	Description	Qty	Billing Frequency	Start Date	End Date	Unit Price	Extended Price
2000174980	BBS990A-B	Barracuda Backup Server Unlimited Cloud Storage - Subscription license (1 month) - unlimited capacity - hosted - for P/N: BBS990A	1	Monthly	02-Dec-2023	01-Dec-2024	$2,545.00	$30,540.00
2000175017	BBS990A-H	Barracuda Instant Replacement - extended service agreement - 1 month - shipment	1	Monthly	02-Dec-2023	01-Dec-2024	$1,135.00	$13,620.00
2000056506	BBS990A-E	Barracuda Energize Updates - virus definitions update - 1 month	1	Monthly	02-Dec-2023	01-Dec-2024	$830.00	$9,960.00

	GROUP TOTAL	$54,120.00

	SUBTOTAL	$54,120.00
	DELIVERY: Ground - 3 to 5 days	$0.00
	State Tax	$1,120.05
	Local Tax	$471.60
All currency in this quote is in (USD).	**TOTAL**	$55,711.65

Pricing, availability and special offers are subject to change at any time.

This purchase is subject to Softchoice's online terms of sale, unless you have a separate purchase agreement signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found at:

https://www.softchoice.com/softchoice-terms-and-conditions-for-products

Signature :

Name :

Title :

Date :

PO# : {{PO_es_:signer1}}

Connie Rivenbark

From: Kyle Mitchell <kmitchell@ineteng.com>
Sent: Thursday, June 15, 2023 1:42 PM
To: Connie Rivenbark
Subject: [External]Re: Barracuda Backup and Total Email Protection renewals

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.

Hey Connie,

I'll double check but unfortunately, I don't think we do much with Barracuda. I'll confirm though and update .

Thank you for the opportunity!

Kyle

Sent from my mobile. Apologies for any typos.

Get Outlook for iOS

From: Connie Rivenbark <crivenbark@pendercountync.gov>
Sent: Thursday, June 15, 2023 11:22:31 AM
To: Mike Zimmerman <Mike_Zimmerman@SHI.com>; Kevin Mariano <Kevin_Mariano@SHI.com>
Cc: D. Kevin Moore <dmoore@pendercountync.gov>; Erik Harvey <eharvey@pendercountync.gov>
Subject: Barracuda Backup and Total Email Protection renewals

Good Morning,

I need to get 2 quotes. One for our Barracuda Back up and Total Email Protection renewals. If you unable to bid, please let me know.

Barracuda Back up:
Barracuda Backup Server Unlimited Cloud Storage - Subscription license (1 month) - unlimited capacity - hosted - for P/N: BBS990A
Barracuda - Part#: BBS990A-B
Serial #: 1555736

Barracuda Instant Replacement - Extended service agreement - replacement - 1 month - shipment - response time: 1 business day - for P/N: BBS990A
Barracuda - Part#: BBS990A-H
Serial #: 1555736

Barracuda Energize Updates - Virus definitions update - hourly updates - 1 month - for P/N: BBS990A
Barracuda - Part#: BBS990A-E
Serial #: 1555736

Total Email protection:
Barracuda - Part#: BTEP
Serial #: 1376614

Thank you,

Connie Rivenbark

Administrative Officer
Pender County ITS Dept
(910) 259-1260
crivenbark@pendercountync.gov

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Erik Harvey
DATE:	July 10, 2023
SUBJECT:	Approval of a Purchase Order to Huntington Leasing Corporation for Annual IT Infrastructure Renewal in the amount of $462,614.48.

SUMMARY:
This annual renewal allows the Information Technology Services (ITS) Department to keep IT infrastructure, such as virtualization, networking, failover systems, data storage, and backup and disaster recovery managed, supported, and updated. Ultimately, this has allowed the County departments to provide services more efficiently and effectively to the Citizens of Pender County.

The County currently has three schedules on the lease:

1. Schedule 003 (Sheriff's Office)
2. Schedule 002
3. Schedule 001R Extension

This annual renewal on Schedule 001R will be $11,179.09 per month. Schedule 002 is set at $15,699.60 per month and ends on June 30, 2024. Schedule 003 is set at $7,909.50 per month and ends June 30, 2024. The County also is required to pay property tax in the amount of $25,614.18 for FY 23-24 on this IT infrastructure equipment.

ACTION REQUESTED:
To approve a Purchase Order to Huntington Leasing Corporation for Annual IT Infrastructure renewal in the amount of $462,614.48. This expenditure has been budgeted in the FY 23-24 Budget Ordinance and will be taken from the following line item:

IT Equipment Lease: 445-402150

WINTHROP

Lease Agreement Number PE052118

Lease Agreement

This Lease Agreement, dated May 21, 2018, by and between WINTHROP RESOURCES CORPORATION (the "Lessor") with an office located at 11100 Wayzata Boulevard, Suite 800, Minnetonka, Minnesota 55305 and PENDER COUNTY, NORTH CAROLINA (the "Lessee") with an office located at 805 South Walker Street, Burgaw, North Carolina 28425.

Lessor hereby leases or grants to the Lessee the right to use and Lessee hereby rents and accepts the right to use the tangible property and equipment whether or not listed by serial number (together with all replacements, substitutions, parts, additions, accessions and accessories at any time incorporated therein or made a part thereof, "Hardware"), and software, general intangibles and related services ("Software") on the Lease Schedule(s) attached hereto or incorporated herein by reference from time to time (collectively, the Hardware, Software and all related services are the "Equipment"), subject to the terms and conditions hereof, as supplemented with respect to each item of Equipment by the terms and conditions set forth in the appropriate Lease Schedule. The term "Lease Agreement" shall include this Lease Agreement and the various Lease Schedule(s) identifying each item of Equipment or the appropriate Lease Schedule(s) identifying one or more particular items of Equipment.

1. Term

This Lease Agreement shall be effective from the latest date set forth on the signature page hereto (the "Effective Date") and shall terminate on the business day prior to the fifth anniversary of the Effective Date (the "Final Termination Date"), unless otherwise terminated prior to such date in accordance with the terms of this Lease Agreement. The applicability of this Lease Agreement, as to all Equipment designated on any particular Lease Schedule, shall commence on the Installation Date for all Equipment on such Lease Schedule and shall continue for an initial period ending that number of months from the Commencement Date as set forth in such Lease Schedule (the "Initial Term") and shall continue upon agreement of the parties thereafter until terminated; provided, however, that in no event shall the Initial Term or any extension thereof extend past the Final Termination Date; and provided further, that after giving effect to any extension agreed upon by the parties, the Lessee shall continue to properly treat the Lease Agreement and all Lease Schedules as an "operating lease" under accounting principles generally accepted in the United States of America and a "true lease" under applicable federal income tax law. The term of this Lease Agreement as to all Equipment designated on any particular Lease Schedule may be terminated without cause at the end of the Initial Term or at any time thereafter by either party mailing written notice of its termination to the other party not less than one-hundred twenty (120) days prior to such termination date.

2. Commencement Date

The Installation Date for each item of Equipment shall be the day said item of Equipment is installed at the Location of Installation, ready for use, and accepted in writing by the Lessee. The Commencement Date for any Lease Schedule is the first of the month following installation of all the Equipment on the Lease Schedule, unless the latest Installation Date for any Equipment on the Lease Schedule falls on the first day of the month, in which case such date shall be the Commencement Date. The Lessee is committed to lease Equipment associated with the Lease Schedule and agrees to complete, execute and deliver to Lessor one or more Certificate(s) of Acceptance listing the specific items of Equipment to be leased upon installation of such Equipment.

3. Lease Charge

The lease charges for the Equipment leased pursuant to this Lease Agreement shall be the aggregate "Monthly Lease Charge(s)" as set forth on each and every Lease Schedule executed pursuant hereto (the aggregate "Monthly Lease Charge(s)" are the "Lease Charges"). Lessor and Lessee agree that the fair market value of the use of the Equipment leased on any Lease Schedule hereunder shall be the Monthly Lease Charge as set forth on such Lease Schedule. Lessee agrees to pay to Lessor the Lease Charges in accordance with the Lease Schedule(s), and the payments shall be made at Lessor's address indicated thereon. The Lease Charges shall be paid by Lessee monthly in advance with the first full month's payment due on the Commencement Date. The Lease Charge for the period from the Installation Date to the Commencement Date (the "Installation Period") shall be an amount equal to the "Monthly Lease Charge" divided by thirty (30) and multiplied by the number of days from and including the Installation Date to the Commencement Date and such amount shall be due and payable upon receipt of an invoice from Lessor. Charges for taxes made in accordance with Section 4 and charges made under any other provision of this Lease Agreement and payable by Lessee shall be paid to Lessor at Lessor's address specified on the Lease Schedule(s) on the date specified in invoices delivered to Lessee. If payment, as specified above, is not received by Lessor on the due date, Lessee agrees to and shall pay, to the extent permitted by law, on demand, as a late charge, an amount equal to one and one-half percent (1½%), or the maximum percentage allowed by law if less, of the amount past due ("Late Charges"). The parties agree that Late Charges will accrue until billed by Lessor.

4. Taxes

In addition to the Lease Charges set forth in Section 3, the Lessee shall reimburse Lessor for all license or registration fees, assessments, sales and use taxes, rental taxes, recycling, administrative or environmental fees, gross receipts taxes, personal property taxes and other taxes or fees now or hereafter imposed by any government, agency, province or otherwise upon the Equipment, the Lease Charges or upon the ownership, leasing, renting, purchase, possession, use, recycling or disposal of the Equipment, whether the same be assessed to Lessor or Lessee (the "Taxes"). Lessee's obligation to remit taxes and other non-rent related charges shall be due and payable upon invoice

from Lessor in accordance with the terms of such invoice. Lessor shall file all property tax returns and pay all Taxes when due. Lessee, upon notice to Lessor, may, in Lessee's own name, contest or protest any Taxes, and Lessor shall honor any such notice except when in Lessor's sole opinion such contest is futile or will cause a levy or lien to arise on the Equipment or cloud Lessor's title thereto. Lessee shall, in addition, be responsible to Lessor for the payment and discharge of any penalties or interest as a result of Lessee's actions or inactions. Nothing herein shall be construed to require Lessee to be responsible for any federal or state taxes or payments in lieu thereof, imposed upon or measured by the net income of Lessor, or state franchise taxes of Lessor, or except as provided hereinabove, any penalties or interest resulting from Lessor's failure to timely remit such tax payments.

5. Delivery and Freight Costs

Lessee shall inspect, test, and either accept or reject the Equipment before such time as the applicable vendor requires payment for such Equipment.

All transportation charges upon the Equipment for delivery to Lessee's designated Location of Installation are to be paid by Lessee. All rigging, drayage charges, structural alterations, rental of heavy equipment and/or other expense necessary to place the Equipment at the Location of Installation are to be promptly paid by Lessee.

6. Installation

Lessee agrees to pay for the actual installation of the Equipment at Lessee's site. Lessee shall make available and agrees to pay for all costs associated with providing a suitable place of installation and necessary electrical power, outlets and air conditioning required for operating the Equipment as defined in the Equipment manufacturer's installation manual or instructions. All supplies consumed or required by the Equipment shall be furnished and paid for by Lessee.

7. Return to Lessor

On the day following the last day of the lease term associated with a Lease Schedule (the "Return Date"), Lessee shall cause and pay for the Equipment listed on that Lease Schedule to be deinstalled, packed using the manufacturer's standard packing materials and shipped to a location designated in writing by Lessor (the "Return Location"). Irrespective of any other provision hereof, Lessee will bear the risk of damage from fire, the elements or otherwise until delivery of the Equipment to the Return Location. At such time as the Equipment is delivered to the Lessor at the Return Location, the Equipment will be at the risk of Lessor. If the Equipment listed on the applicable Lease Schedule is not at the Return Location within ten (10) days of the Return Date, then the Equipment shall be deemed to have been subject to a Loss pursuant to Section 12 and Lessee shall pay to Lessor the Casualty Loss Value in accordance with such Section 12.

8. Maintenance

Lessee, at its sole expense, shall maintain the Equipment in good working order and condition. Lessee shall enter into, pay for and maintain in force during the entire term of any Lease Schedule, a maintenance agreement with the manufacturer of the Equipment providing for continuous uninterrupted maintenance of the Equipment (the "Maintenance Agreement"). Upon Lessor's request, Lessee shall provide a copy of each such Maintenance Agreement to Lessor. Lessee will cause the manufacturer to keep the Equipment in good working order in accordance with the provisions of the Maintenance Agreement and make all necessary adjustments and repairs to the Equipment. The manufacturer is hereby authorized to accept the directions of Lessee with respect thereto. Lessee agrees to allow the manufacturer full and free access to the Equipment. All maintenance and service charges, whether under the Maintenance Agreement or otherwise, and all expenses, if any, of the manufacturer's customer engineers incurred in connection with maintenance and repair services, shall be promptly paid by Lessee. Lessee warrants that all of the Equipment shall be in good working order operating according to manufacturer's specification and eligible for the manufacturer's standard maintenance agreement upon delivery to and inspection and testing by the Lessor. If the Equipment is not free of physical defect or damage, operating according to manufacturer's specification, in good working order and/or eligible for the manufacturer's standard maintenance agreement, then Lessee agrees to reimburse Lessor for all costs, losses, expenses and fees associated with such equipment and the repair or replacement thereof.

9. Location, Ownership and Use

The Equipment shall, at all times, be the sole and exclusive property of Lessor. Lessee shall have no right or property interest therein, except for the right to use the Equipment in the normal operation of its business at the Location of Installation, or as otherwise provided herein. Lessee hereby assigns all of its rights (but none of its obligations) to Lessor under any purchase orders, invoices, or other contracts of sale with respect to the Equipment. The Equipment is and shall remain personal property even if installed in or attached to real property. Lessor shall be permitted to display notice of its ownership on the Equipment by means of a suitable stencil, label or plaque affixed thereto.

Lessee shall keep the Equipment at all times free and clear from all claims, levies, encumbrances and process. Lessee shall give Lessor immediate notice of any such attachment or other judicial process affecting any of the Equipment. Without Lessor's written permission, Lessee shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the Location of Installation, any item of Equipment. Lessee shall not cause the Equipment to be located outside of the United States. If any item of Equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "New Equipment") without Lessor's prior written consent, then all of the New Equipment shall become Equipment owned by Lessor subject to this Lease Agreement and the applicable Lease Schedule.

Any feature(s) installed on the Equipment at the time of delivery which are not specified on the Lease Schedule(s) are and shall remain the sole property of the Lessor.

Lessee shall cause the Equipment to be operated in accordance with the applicable vendor's or manufacturer's manual of instructions by competent and qualified personnel.

10. Financing Statement

Lessor is hereby authorized by Lessee to cause this Lease Agreement or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Lessor's interest in the Equipment. Lessee agrees to execute any such instruments as Lessor may request from time to time.

11. Alterations and Attachments

Upon prior written notice to Lessor, Lessee may, at its own expense, make minor alterations in or add attachments to the Equipment, provided such alterations and attachments shall not interfere with the normal operation of the Equipment and do not otherwise involve the pledge, assignment, exchange, trade or substitution of the Equipment or any component or part thereof. All such alterations and attachments to the Equipment shall become part of the Equipment leased to Lessee and owned by Lessor. If, in Lessor's sole determination, the alteration or attachment reduces the value of the Equipment or interferes with the normal and satisfactory operation or maintenance of any of the Equipment, or creates a safety hazard, Lessee shall, upon notice from Lessor to that effect, promptly remove the alteration or attachment at Lessee's expense and restore the Equipment to the condition the Equipment was in just prior to the alteration or attachment.

12. Loss and Damage

Lessee shall assume and bear the risk of loss, theft and damage (including any governmental requisition, condemnation or confiscation) to the Equipment and all component parts thereof from any and every cause whatsoever, whether or not covered by

insurance. No loss or damage to the Equipment or any component part thereof shall impair any obligation of Lessee under this Lease Agreement, which shall continue in full force and effect except as hereinafter expressly provided. Lessee shall repair or cause to be repaired all damage to the Equipment. In the event that all or part of the Equipment shall, as a result of any cause whatsoever, become lost, stolen, destroyed or otherwise rendered irreparably unusable or damaged (collectively, the "Loss") then Lessee shall, within ten (10) days after the Loss, fully inform Lessor in writing of such a Loss and shall pay to Lessor the following amounts: (i) the Monthly Lease Charges (and other amounts) due and owing under this Lease Agreement at the time of the Loss (or Event of Default, as defined hereinafter), plus (ii) the Original Cost of the Equipment subject to the Loss (or Event of Default, as defined hereinafter) multiplied by the "Percent of Original Cost." The Original Cost of a particular item of Equipment shall be Lessee's original purchase price of such item at the time of its purchase or payment to the applicable vendor by Lessor, plus additional or related charges such as taxes, delivery and freight, installation, maintenance, etc. The Percent of Original Cost shall be the Per Payment Factor multiplied by the number of lease payments Lessor has received from Lessee during the Initial Term subtracted from 112 and then divided by 100. The Per Payment Factor is the sum of 112 multiplied by 0.8 divided by the number of Monthly Lease Charges that are due during the Initial Term (collectively, the sum of (i) plus (ii) shall be the "Casualty Loss Value"). Upon receipt by Lessor of the Casualty Loss Value: (i) the applicable Equipment shall be removed from the Lease Schedule; and (ii) Lessee's obligation to pay Lease Charges associated with the applicable Equipment shall cease. Lessor may request, and Lessee shall complete, an affidavit(s) which swears out the facts supporting the Loss of any item of Equipment.

13. Insurance

Until the Equipment is returned to Lessor or as otherwise herein provided, whether or not this Lease Agreement has terminated as to the Equipment, Lessee, at its expense, shall maintain: (i) property and casualty insurance insuring the Equipment for its Casualty Loss Value naming Lessor or its assigns as sole loss payee; and (ii) commercial general liability insurance insuring against liability for bodily injury and property damage naming Lessor and its assigns as additional insureds. The insurance shall cover the interest of both the Lessor and Lessee in the Equipment, or as the case may be, shall protect both the Lessor and Lessee in respect to all risks arising out of the condition, delivery, installation, maintenance, use or operation of the Equipment. All such insurance shall provide for thirty (30) days prior written notice to Lessor of cancellation, restriction, or reduction of coverage and shall have a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued on the Equipment. Prior to installation of the Equipment, all policies or certificates of insurance shall be delivered to Lessor by Lessee. Lessee agrees to keep the Equipment insured with an insurance company which is at least "A" rated by A.M. Best and in such form, including a maximum deductible, as may be satisfactory to Lessor. The proceeds of any loss or damage insurance shall be payable to Lessor, but Lessor shall remit all such insurance proceeds to Lessee at such time as Lessee either (i) provides Lessor satisfactory proof that the damage has been repaired and the Equipment has been restored to good working order and condition or (ii) pays to Lessor the Casualty Loss Value. It is understood and agreed that any payments made by Lessee or its insurance carrier for loss or damage of any kind whatsoever to the Equipment are not made as accelerated rental payments or adjustments of rental, but are made solely as indemnity to Lessor for loss or damage of its Equipment.

14. Enforcement of Warranties

Lessee, in its own name, shall, so long as this Lease Agreement is in force, enforce any manufacturer's Equipment warranty.

15. Warranties, Disclaimers and Indemnity

Lessor warrants that at the time the Equipment is delivered to Lessee, Lessor will have full right, power and authority to lease the Equipment to Lessee. EXCEPT FOR THE WARRANTY IN THE SENTENCE DIRECTLY PRECEDING THIS ONE, THE LESSOR DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE, THAT LESSOR HAS NOT SELECTED, MANUFACTURED, SOLD OR SUPPLIED ANY OF THE EQUIPMENT (OR SELECTED THE SUPPLIER THEREOF), AND THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES CONTAINED IN THIS LEASE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EACH MUTUALLY AND IRREVOCABLY WAIVE ALL IMPLIED COVENANANTS INCLUDING THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING. LESSEE ACKNOWLEDGES AND AGREES THAT NO VENDOR, SUPPLIER, OR MANUFACTURER OR ANY SALESPERSON OR OTHER AGENT OR EMPLOYEE OF ANY OF THE FOREGOING, OR ANY FINANCIAL INTERMEDIARY, BROKER OR OTHER PARTY, IS AN AGENT FOR OR HAS ANY AUTHORITY TO ACT OR SPEAK FOR, OR BIND, LESSOR IN ANY MANNER; NOR IS LESSOR AN AGENT OR REPRESENTATIVE OF ANY SUCH VENDOR, SUPPLIER, MANUFACTURER, FINANCIAL INTERMEDIARY, BROKER OR OTHER PARTY. LESSEE REPRESENTS AND WARRANTS THAT IT IS NOT A FOREIGN "FINANCIAL INSTITUTION" OR ACTING ON BEHALF OF A FOREIGN "FINANCIAL INSTITUTION" AS THAT TERM IS DEFINED IN THE BANK SECRECY ACT, 31 U.S.C. 5318, AS AMENDED. LESSEE ACKNOWLEDGES THAT LESSOR, IN COMPLIANCE WITH SECTION 326 OF THE USA PATRIOT ACT, WILL BE VERIFYING CERTAIN INFORMATION ABOUT LESSEE. AT ANY TIME AND FROM TIME TO TIME, UPON LESSOR'S REQUEST, LESSEE OR A REPRESENTATIVE OF LESSEE SHALL PROVIDE SUCH INFORMATION, AND EXECUTE AND DELIVER SUCH CERTIFICATIONS, TO LESSOR CONCERNING THE DIRECT AND INDIRECT OWNERS AND CONTROL PERSONS OF LESSEE, AS LESSOR MAY REQUEST TO COMPLY WITH LAWS, REGULATIONS OR REGULATORY GUIDANCE APPLICABLE TO LESSOR OR LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSOR AND ITS REPRESENTATIVES AND EMPLOYEES HAVE NOT MADE ANY STATEMENT, REPRESENTATION OR WARRANTY RELATIVE TO THE ACCOUNTING OR TAX ENTRIES, TREATMENT, BENEFIT, USE OR CLASSIFICATION OF THE LEASE AGREEMENT OR ASSOCIATED LEASE SCHEDULES. LESSOR IS NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO LESSEE, AND LESSOR HAS NO FIDUCIARY DUTY TO LESSEE OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS LEASE AGREEMENT OR ANY OTHER DOCUMENT PROVIDED BY LESSOR IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. LESSEE HAS DISCUSSED THIS LEASE AGREEMENT WITH ITS OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS LESSEE DEEMS APPROPRIATE. LESSEE ACKNOWLEDGES THAT IT AND/OR ITS INDEPENDENT ACCOUNTANTS ARE SOLELY RESPONSIBLE FOR (i) ANY AND ALL OF LESSEE'S ACCOUNTING AND TAX ENTRIES ASSOCIATED WITH THE LEASE AGREEMENT AND/OR THE LEASE SCHEDULES AND (ii) THE ACCOUNTING AND TAX TREATMENT, BENEFITS, USES AND CLASSIFICATION OF THE LEASE AGREEMENT OR ANY LEASE SCHEDULE; PROVIDED, THAT LESSEE REPRESENTS AND WARRANTS THAT IT SHALL AT ALL TIMES

TREAT THIS LEASE AGREEMENT AND ALL LEASE SCHEDULES AS "OPERATING LEASES" UNDER ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA AND AS "TRUE LEASES" WITH RESPECT TO APPLICABLE FEDERAL INCOME TAX LAWS. THIS LEASE AGREEMENT IS INTENDED BY THE PARTIES TO BE A LEASE OF EQUIPMENT THAT IS OWNED BY LESSOR (OR WHICH LESSOR SHALL HAVE THE RIGHT TO LEASE) AND NOT A LOAN, SALE OR LEASE INTENDED AS A SALE OR LOAN. LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY INFORMATION, INCLUDING BUT NOT LIMITED TO CONSUMER OR PATIENT INFORMATION, THAT IS AT ANY TIME ENTERED, STORED, TRANSFERRED TO, CONTAINED OR RETAINED ON ANY EQUIPMENT, WHETHER OR NOT SUCH INFORMATION IS SUBJECT TO FEDERAL, STATE OR OTHER LAW, INCLUDING BY WAY OF EXAMPLE ONLY AND NOT OF LIMITATION, THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA), FINANCIAL MODERNIZATION ACT (GRAMM-LEACH-BLILEY ACT), ETC. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RELATIONSHIP BETWEEN THE LESSOR AND LESSEE, THIS LEASE AGREEMENT OR THE PERFORMANCE, POSSESSION, LEASE OR USE OF THE EQUIPMENT. THIS LEASE AGREEMENT IS A "FINANCE LEASE" AS THAT TERM IS DEFINED AND USED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE WILL BE CONFERRED ON LESSEE.

Lessee agrees that Lessor shall not be liable to Lessee for, and Lessee shall be responsible for, indemnify, defend and hold Lessor harmless with respect to, any claim from a third party for any liability, claim, loss, damage or expense of any kind or nature, whether based upon a theory of strict liability or otherwise, caused, directly or indirectly, by: (i) the inadequacy of any item of Equipment, including Software, for any purpose; (ii) any deficiency or any latent or other defects in any Equipment, including Software, whether or not detectable by Lessee; (iii) the selection, manufacture, rejection, ownership, lease, possession, maintenance, operation, use or performance of any item of Equipment, including Software; (iv) any interruption or loss of service, use or performance of any item of Equipment, including Software; (v) patent, trademark or copyright infringement; (vi) any information whatsoever or the loss, release, unauthorized access, transfer, theft, use or misuse thereof, or (vii) any loss of business or other special, incidental or consequential damages whether or not resulting from any of the foregoing. Lessee's duty to defend and indemnify Lessor shall survive the expiration, termination, settlement, cancellation, assignment or resolution of this Lease Agreement or a Lease Schedule and shall be binding upon Lessee's successors and permitted assigns. Lessee agrees to the provisions of this paragraph to the full extent permitted by the law of the State of North Carolina.

16. Event of Default

The occurrence of any of the following events shall constitute an Event of Default under this Lease Agreement and/or any Lease Schedule:

(1) the nonpayment by Lessee of any Lease Charges when due, or the nonpayment by Lessee of any other sum required hereunder to be paid by Lessee which non-payment continues for a period of ten (10) days from the date when due;
(2) the failure of Lessee to perform any other term, covenant or condition of this Lease Agreement, any Lease Schedule or any other document, agreement or instrument executed pursuant hereto or in connection herewith, which is not cured within ten (10) days after written notice thereof from Lessor;
(3) Lessee attempts to or does remove, transfer, sell, swap, assign, sublease, trade, exchange, encumber, receive an allowance or credit for, or part with possession of, any item of Equipment;
(4) Lessee ceases doing business as a going concern, is insolvent, makes an assignment for the benefit of creditors, fails to pay its debts as they become due, offers a settlement to creditors or calls a meeting of creditors for any such purpose, files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or has filed against it a petition seeking any reorganization, arrangement or composition, under any present or future statute, law or regulation;
(5) any of Lessee's representations or warranties made herein or in any oral or written statement or certificate at any time given in writing pursuant hereto or in connection herewith shall be false or misleading in any material respect;
(6) Lessee defaults under or otherwise has accelerated any material obligation, credit agreement, loan agreement, conditional sales contract, lease, indenture or debenture; or Lessee defaults under any other agreement now existing or hereafter made with Lessor;
(7) Lessee dissolves, liquidates or ceases or suspends the conduct of business, or ceases to maintain its existence; or
(8) the breach or repudiation by any party thereto of any guaranty, subordination agreement or other agreement running in favor of Lessor obtained in connection with this Lease Agreement.

17. Remedies

Should any Event of Default occur, Lessor may, with or without notice or demand upon Lessee, retain any and all security deposits and pursue and enforce, alternatively, successively and/or concurrently, any one or more of the following remedies:

(1) recover from Lessee all accrued and unpaid Lease Charges and other amounts due and owing on the date of the default; and
(2) recover from Lessee from time to time all Lease Charges and other amounts as and when becoming due hereunder; and
(3) either (A) accelerate, cause to become immediately due and recover the present value of all Lease Charges and other amounts due and/or likely to become due hereunder from the date of the default to the end of the lease term using a discount rate of four percent (4%); or (B) cause to become immediately due and payable and recover from Lessee the Casualty Loss Value of the Equipment which Lessee agrees is not a penalty but rather a reasonable forecast of the just compensation for the harm caused by the Event of Default, which harm is incapable or very difficult of accurate estimation; and
(4) terminate any or all of the Lessee's rights, but not its obligations, associated with the lease of Equipment under this Lease Agreement; and
(5) either (A) retake (by Lessor, independent contractor, or by requiring Lessee to assemble and surrender the Equipment in accordance with the provisions of Section 7 hereinabove) possession of the Equipment without terminating the Lease Schedule or the Lease Agreement free from claims by Lessee which claims are hereby expressly waived by Lessee; or (B) require Lessee to deliver the Equipment to a location designated by Lessor; and
(6) upon Lessor's instructions after an Event of Default, Lessee agrees to cease immediately the use of any or all Software, to uninstall and delete all copies of such licensed Software from any computer systems owned or controlled by Lessee or its affiliates or used for Lessee's or Lessee's affiliate's benefit, to destroy any and all written documentation, manuals and materials provided with the Software, and to provide Lessor with a certificate signed by a Lessee officer who is responsible for Lessee's information systems, attesting to such cessation of use, deinstallation, deletion, and/or destruction of the Software; and

(7) proceed by court action to enforce performance by Lessee of its obligations associated with any Lease Schedule and/or this Lease Agreement; and/or

(8) pursue any other remedy Lessor may otherwise have, at law, equity or under any statute, and recover damages and expenses (including attorneys' fees) incurred by Lessor by reason of the Event of Default.

Lessor's pursuit and enforcement of any one or more remedies shall not be deemed an election or waiver by Lessor of any other remedy.

If a court of competent jurisdiction determines that any Lease Schedule hereto is not a true lease (or a "finance lease") for purposes of the Uniform Commercial Code), but rather a secured financing, the following terms shall apply. Upon repossession of the Equipment, Lessor shall have the right to lease, sell or otherwise dispose of such Equipment in a commercially reasonable manner, with or without notice, at a public or private sale. Lessor shall not be obligated to sell or re-lease the Equipment. Any sale or re-lease may be held at such place or places as are selected by Lessor, with or without having the Equipment present. Any such sale or re-lease, may be at wholesale or retail, in bulk or in parcels.

18. Costs and Attorneys' Fees

In the event of any default, claim, proceeding, including a bankruptcy proceeding, arbitration, mediation, counter-claim, action (whether legal or equitable), appeal or otherwise, whether initiated by Lessor or Lessee (or a debtor-in-possession or bankruptcy trustee), which arises out of, under, or is related in any way to this Lease Agreement, any Lease Schedule, or any other document, agreement or instrument executed pursuant hereto or in connection herewith, or any governmental examination or investigation of Lessee, which requires Lessor's participation (individually and collectively, the "Claim"), Lessee, in addition to all other sums which may be owed by Lessee under the provisions of this Lease Agreement, shall pay to Lessor, all costs, expenses and fees paid or payable in connection with the Claim, including, but not limited to, reasonable attorneys' fees as permitted by law and out-of-pocket costs, including travel and related expenses incurred by Lessor or its attorneys.

19. Lessor's Performance Option

Should Lessee fail to make any payment or to do any act as provided by this Lease Agreement, then Lessor shall have the right (but not the obligation), without notice to Lessee of its intention to do so and without releasing Lessee from any obligation hereunder to make or to do the same, to make advances to preserve the Equipment or Lessor's title thereto, and to pay, purchase, contest or compromise any insurance premium, encumbrance, charge, tax, lien or other sum which in the judgment of Lessor appears to affect the Equipment, and in exercising any such rights, Lessor may incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor. All sums so incurred or expended by Lessor shall be due and payable by Lessee within ten (10) days of notice thereof.

20. Quiet Possession and Inspection

Lessor hereby covenants with Lessee that Lessee shall quietly possess the Equipment subject to and in accordance with the provisions hereof so long as Lessee is not in default hereunder; provided, however, that Lessor or its designated agent may, at any and all reasonable times during business hours, enter Lessee's premises for the purposes of inspecting the Equipment and the manner in which it is being used.

21. Assignments

This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Lessee, however, shall not assign this Lease Agreement or sublet any of the Equipment without first obtaining the prior written consent of Lessor and its assigns, if any. Lessee acknowledges that the terms and conditions of this Lease Agreement have been fixed in anticipation of the possible assignment of Lessor's rights under this Lease Agreement and in and to the Equipment as collateral security to a third party ("Assignee" herein) which will rely upon and be entitled to the benefit of the provisions of this Lease Agreement. Lessee agrees with Lessor and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to Lessor hereunder directly to such Assignee if directed by Lessor, provided, however, that such recognition by Lessee shall not constitute a waiver of any defense, set-off or counterclaim whatsoever (whether arising from a breach of this Lease Agreement or not) that Lessee may from time to time have against Lessor. Upon such assignment, the Lessor shall remain obligated to perform any obligations it may have under this Lease Agreement and the Assignee shall (unless otherwise expressly agreed to in writing by the Assignee) have no obligation to perform such obligations. Any such assignment shall be subject to Lessee's rights to use and possess the Equipment so long as Lessee is not in default hereunder.

22. Survival of Obligations

All covenants, agreements, representations, and warranties contained in this Lease Agreement, any Lease Schedule, or in any document attached thereto, shall be for the benefit of Lessor and Lessee and their successors, any assignee or secured party. Further, all covenants, agreements, representations, and warranties contained in this Lease Agreement, any Lease Schedule, or in any document attached thereto, shall survive the execution and delivery of this Lease Agreement and the expiration or other termination of this Lease Agreement.

23. Authority

The parties hereto covenant and warrant that the persons executing this Lease Agreement and each Lease Schedule on their behalf have been duly authorized to do so, and this Lease Agreement and any Lease Schedule constitute a valid and binding obligation of the parties hereto. Lessee will, at Lessor's request, provide to Lessor, Certificates of Authority naming the officers of the Lessee who have the authority to execute this Lease Agreement and any Lease Schedules attached thereto. Lessee agrees that it shall advise Lessor of any change in Lessee's name, address or structure within ten (10) days after such change and execute all documents and instruments requested by Lessor. Lessee's status as a component unit, political subdivision or other subentity of state, county or local government does not prevent Lessee from entering into binding commercial transactions and indemnity agreements. Further, no statute or law prevents or prohibits Lessee from entering into this Lease Agreement or any other agreement or document required hereunder. Any limitation of liability or benefits of sovereign immunity (to the extent such immunity may relate to enforcement of contracts) afforded to Lessee under law or statute is specifically waived by Lessee in its own right, and shall not apply to Lessor, this Lease Agreement or any other agreement or document required hereunder.

24. Landlords' and Mortgagees' Waiver

If requested, Lessee shall furnish waivers, in form and substance satisfactory to Lessor, from all landlords and mortgagees of any premises upon which any Equipment is located.

25. Miscellaneous

This Lease Agreement, the Lease Schedule(s), attached riders and any documents or instruments issued or executed pursuant hereto will have been made, executed and delivered in, and shall be governed by the internal laws (as opposed to conflicts of law provisions) and decisions of, the State of North Carolina. Lessee and Lessor consent to the jurisdiction of any state or federal court located within North Carolina. At Lessor's sole election and determination, Lessor may select an alternative forum, including arbitration or mediation, to adjudicate any dispute arising out of this Lease Agreement.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EACH IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO

THIS AGREEMENT OR SUCH TRANSACTIONS, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE.

This Lease Agreement was jointly negotiated by the parties, and the parties hereby agree that neither should be favored in the construction, interpretation or application of any provision or any ambiguity. There are no unwritten or oral agreements between the parties. This Lease Agreement and associated Lease Schedule(s) constitute the entire understanding and agreement between Lessor and Lessee with respect to the lease of the Equipment superseding all prior agreements, understandings, negotiations, discussions, proposals, representations, promises, commitments and offers between the parties, whether oral or written. This Lease Agreement and associated Lease Schedule(s) constitute a single unitary agreement. No provision of this Lease Agreement or any Lease Schedule shall be deemed waived, amended, discharged or modified orally or by custom, usage or course of conduct unless such waiver, amendment or modification is in writing and signed by an officer of each of the parties hereto. Time and exactitude of each of the terms and conditions of this Lease Agreement are hereby declared to be of the essence. Lessor may accept past due payments in any amount without modifying the terms of this Lease Agreement and without waiving any rights of Lessor hereunder. If any one or more of the provisions of this Lease Agreement or any Lease Schedule is for any reason held invalid, illegal or unenforceable, the remaining provisions of this Lease Agreement and any such Lease Schedule will be unimpaired, and the invalid, illegal or unenforceable provisions shall be replaced by a mutually acceptable valid, legal and enforceable provision that is closest to the original intention of the parties. TITLES/HEADINGS ARE NOT SUBSTANTIVE. Lessee agrees that neither the manufacturer, nor the supplier, nor any of their salespersons, employees or agents are agents of Lessor.

Any notice provided for herein shall be in writing and sent by overnight courier providing a receipt of delivery or by certified or registered mail to the parties at the addresses stated on page 1 of this Lease Agreement.

The Monthly Lease Charge is intended to be fixed from the Commencement Date to the end of the term. The three year treasury rate is an integral part of the lease rate. The Lessee and Lessor agree that the lease rate shall also be fixed during the Installation Period but should the three year treasury note increase during such Installation Period, the lease rate will be adjusted on the Commencement Date to give effect to the increase in the treasury rate and the same shall cause an increase in the Monthly Lease Charge.

Lessor is entitled to review a complete set of Lessee's financial statements, including a statement of cash flows, balance sheet and income statement, and any other financial information that Lessor may request. If during the Installation Period the Lessee's financial condition changes in any material respect (as determined by the Lessor in its sole discretion), then Lessor shall be entitled to stop purchasing equipment to be leased to Lessee and commence the applicable lease schedule(s).

This Lease Agreement shall not become effective until delivered to Lessor at its offices at Minnetonka, Minnesota and executed by Lessor. If this Lease Agreement shall be executed by Lessor prior to being executed by Lessee, it shall become void at Lessor's option five (5) days after the date of Lessor's execution hereof, unless Lessor shall have received by such date a copy hereof executed by a duly authorized representative of Lessee.

This Lease Agreement is made subject to the terms and conditions included herein and Lessee's acceptance is effective only to the extent that such terms and conditions are consistent with the terms and conditions herein. Any acceptance which contains terms and conditions which are in addition to or inconsistent with the terms and conditions herein will be a counter-offer and will not be binding unless agreed to in writing by Lessor.

The terms used in this Lease Agreement, unless otherwise defined, shall have the meanings ascribed to them in the Lease Schedule(s).

26. REPOSSESSION

LESSEE ACKNOWLEDGES THAT, PURSUANT TO SECTION 17 HEREOF, LESSOR HAS BEEN GIVEN THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD LESSEE BECOME IN DEFAULT OF ITS OBLIGATIONS HEREUNDER.

27. Net Lease

This Lease Agreement is a net lease and Lessee's obligations to pay all Lease Charges and other amounts payable hereunder shall be absolute and unconditional and, except as expressly provided herein, shall not be subject to any: (i) delay, abatement, reduction, defense, counterclaim, set-off, or recoupment; (ii) discontinuance or termination of any license, maintenance agreement, service contract, or other agreement; (iii) Equipment failure, defect or deficiency; (iv) damage to or destruction of the Equipment; or (v) dissatisfaction with the Equipment or otherwise, including any present or future claim against Lessor or the manufacturer, supplier, reseller or vendor of the Equipment. To the extent that the Equipment includes intangible (or intellectual) property, Lessee understands and agrees that: (i) Lessor is not a party to and does not have any responsibility under any Software license and/or other agreement with respect to any Software; and (ii) Lessee will be responsible to pay all of the Lease Charges and perform all its other obligations under this Lease Agreement despite any defect, deficiency, failure, termination, dissatisfaction, damage or destruction of any Software or Software license. Further, Lessee agrees that it has an unconditional, irrevocable and absolute obligation to pay all Lease Charges and other amounts payable hereunder to the Lessor although (i) the Lessor does not hold title to any Software (or intellectual or intangible property), (ii) Lessor is not a party to any Software license (or intellectual or intangible property license) that is listed among the Equipment on any Lease Schedule and (iii) any license to Software is exclusively between the licensor of the Software ("Licensor") and the Lessee. Except as expressly provided herein, this Lease Agreement shall not terminate for any reason, including any defect in the Equipment or Lessor's title thereto or any destruction or loss of use of any item of Equipment.

28. Funding Out

Lessee shall have the option to terminate this Lease Agreement at the end of a fiscal period contingent upon the following conditions: (i) Appropriation of monies for this Lease Agreement has been terminated or not continued and such non-appropriation is memorialized in a formal act by the Lessee; (ii) Lessee has given Lessor one hundred twenty (120) days written notice of any likely non-appropriation; (iii) Lessee pays to Lessor all monies due and payable at the time of the termination plus all monies that would have become due and payable during the entire term of this Lease Agreement but for the termination; and (iv) Lessee's return, in compliance with this Lease Agreement, of all of the equipment listed on and subject to this Lease Agreement. Lessee further agrees that: (i) any monies authorized and allocated to it for the rental, lease or acquisition of equipment that is like the equipment listed on and subject to this Lease Agreement shall be remitted to Lessor until such monies or funds are exhausted; (ii) Lessee will use its best efforts to obtain authorization and appropriation of monies or funds in order to fulfill its obligations associated with this Lease Agreement by including in its budget for each fiscal appropriation period a formal request for monies in an amount no less than Lessee's total monetary obligations for the fiscal appropriations period; and (iii) Lessee will not seek the cancellation or termination of this Lease Agreement in order to permit Lessee to acquire similar or like equipment or to allocate funds to directly or indirectly perform essentially the same or similar applications, functions or purposes for which the equipment was or is being used.

29. Headings

Section headings herein are used for convenience only and shall not otherwise affect the provisions of this Lease Agreement.

30. Electronic Signatures

The express intent of the parties is that the Lease Agreement be a valid and legally enforceable lease contract between Lessee and Lessor notwithstanding any means of

signature or signing, including PDF, manual or electronic signature. The words "signature," "sign," "signed," "execute," and words of like import in or relating to the Lease Agreement or any other written or electronic document or record signed in connection with the Lease Agreement, including, but not limited to, any Lease Schedule and any Certificate of Acceptance shall be deemed to include (without limitation) electronic signatures and contract formations on electronic platforms, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature and/or physical delivery thereof to the full extent provided for in the Federal Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act as enacted in North Carolina or any other applicable similar state law based on the Uniform Electronic Transactions Act. The Lessee hereby represents and warrants that its electronic signature on any contract, record or other document (including, without limitation, the Lease Agreement including all amendments and supplements thereto) shall be unconditionally valid and legally enforceable, and therefore, agrees to not contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. Further, the parties hereto agree that electronic signature means a symbol or signature, or process attached to, or associated with, a contract (including, without limitation, the Lease Agreement and any amendment or supplement thereto and all Lease Schedules and Certificates of Acceptance) or other document or record and adopted by a contracting party with the intent to sign, authenticate or accept such contract, document or record. Lessor and Lessee unconditionally agree that the physical printed version of the Lease Agreement (including any amendments and supplements hereto) and any Lease Schedule containing a manual, fax, PDF, or electronic signature or signatures with the legend "Original" or "Original Chattel Paper" shall constitute the only original authoritative version and record. Both Lessor and Lessee hereby agree that this Lease Agreement (including any amendment or supplement), any Lease Schedule, any Certificate of Acceptance or any other written or electronic document or record signed in connection with the Lease Agreement may be authenticated by electronic signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be signed by their respective duly authorized representatives.

Every Term is Agreed to and Accepted:
WINTHROP RESOURCES CORPORATION

By: Barbara E. King

Print Name: Barbara E. King

Title: Senior Vice President

Date: 6/20/18

Every Term is Agreed to and Accepted:
PENDER COUNTY, NORTH CAROLINA

By: George R. Brown

Print Name: George R. Brown

Title: BOCC CHAIRMAN

Date: 6-4-18

CERTIFICATION

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

Katherine C. Brafford
(Signature of finance officer)

DocuSign Envelope ID: ACA3A9E3-5A4D-434D-8D6F-46C022A453D4

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(Rev. 1/5/23)

Lease Schedule No. PCO-003 dated April 20, 2023
to Lease Agreement No. PE052118 dated May 21, 2018

This Lease Schedule is made pursuant to the above-referenced Lease Agreement between Lessee and Lessor (as amended by Amendment No. 1 thereto, ***"Lease Agreement"***), which Lease Agreement is incorporated by reference, including as to its definitions. This Lease Schedule and the Lease Agreement as applicable hereto, excluding any Other Documents, are this ***"Lease."***

Lessor: Huntington Technology Finance, Inc. 2285 Franklin Road, Suite 100 Bloomfield Hills, MI 48302	**Lessee:** Pender County, North Carolina 805 South Walker Street Burgaw, NC 28425

Commencement Date: As provided in the Lease Agreement. **Term of Lease from Commencement Date:** 60 months	**Monthly Lease Charge:** $6,826.08 **Original Cost:** $349,941.00 **Equipment:** The Equipment and its Location of Installation are as described on Exhibit A hereto.

1. Pricing. The Lease Charges and other pricing herein have been initially determined based on an Applicable Rate of 3.69% (***"Reference Rate"***) as an integral element thereof. After receiving the last Certificate of Acceptance hereunder, Lessor may ratably adjust the pricing herein to reflect any increase in the Applicable Rate using its same methodology, spreads, and assumptions. Lessor will notify Lessee of any change. Lessee will on request confirm the change in writing, but lack of confirmation will not affect Lessee's obligations. ***"Applicable Rate"*** means the rate of 5-year interest rate swaps as reported by sources Lessor reasonably deems reliable for the most recently reported business day occurring on or before the date of determination. If Lessee disagrees with Lessor's determination of any change in pricing hereunder, Lessee will nonetheless make payments based on Lessor's determination until the correct amounts are finally determined (at which time the parties will adjust prior payments).

2. Signing; Copies; Counterparts. At Lessor's option this and related documents will be signed and delivered electronically through Lessor's account with DocuSign under the electronic contracting process and terms thereof. Otherwise, if Lessee and Lessor have separately supplemented the Lease Agreement in writing to provide for other kinds of electronic signature and delivery, Lessee may sign and deliver this and related documents as provided therein. Printed or other tangible copies of originals or copies of this and related documents that are faxed, scanned, emailed, photocopied, stored, transmitted, and/or otherwise represented or dealt with electronically (e.g., by PDF) will suffice as originals for all evidentiary purposes. This and related documents are executable in counterparts. Except when signing electronically as contemplated above, Lessee will manually sign one (or more, if Lessor permits more than one) counterpart of this and related documents and promptly deliver all originals to Lessor.

3. Other. The Monthly Lease Charge will be prorated and charged as interim rent for an item of Equipment, from its Installation Date to the Commencement Date. Notwithstanding anything to the contrary in the Lease Agreement or any part thereof, or in any other Lease Schedules thereto or any part thereof, or in any Certificates of Acceptance thereunder, or in any other agreements of the parties (such other Lease Schedules, Certificates of Acceptance, and agreements, ***"Other Documents"***): this is the entire agreement of the Lessee and Lessor as to its subject matter; this Lease Schedule is a separate agreement, independent of the Lease Agreement and independent and exclusive of any Other Documents and their effects; and this Lease Schedule governs over the rest of this Lease and any Certificate of Acceptance(s) made hereunder in all respects. Lessee will not assert against any Assignee any claim or defense it may have against Lessor (but Lessee may nonetheless enforce a claim it has against Lessor in a separate action at law for damages). This Lease is governed by Michigan law. Consents to jurisdiction under this Lease are nonexclusive. Lessor may file financing statements giving public notice of its interest in any property subject to this Lease Schedule or the Lease Agreement (or that Lessor anticipates being so). Definitions and redefinitions of terms made within this Lease Schedule apply throughout this Lease.

Huntington Technology Finance, Inc. (***"Lessor"***)

By: DocuSigned by: Amy Charboneau 8C946FD0B6C3480...
Print Name: Amy Charboneau
Title: Sr. Contract Negotiator/Analyst
Date: 4/26/2023

Pender County, North Carolina (***"Lessee"***)

By: David Andrews
Print Name: David Andrews
Title: County Manager
Date: 4/24/23

COPY VIEW

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(Rev. 12/2/21)

Certificate of Acceptance No. 1
to Lease Schedule No. PCO-003 April 20, 2023
to Lease Agreement No. PE052118 dated May 21, 2018

With reference to (and including the definitions of) the above-referenced Lease Schedule made pursuant to the above-referenced Lease Agreement between the undersigned Lessee and Huntington Technology Finance, Inc, and with reference to the items of Equipment identified in the Lease (***"Accepted Items"***), Lessee hereby certifies:

1) The Accepted Items have been received, tested, inspected, and found to be in good working order, satisfactory, and acceptable in all respects. The Acceptance Items are irrevocably accepted for purposes of the Lease, any purchase documents with their suppliers, and all related documents, with their Installation Date being the date Lessee makes this certificate (identified below).
2) The Original Cost of the Accepted Items is identified in the Lease.
3) The supplier of the Accepted Items, whom Lessor is authorized to pay therefor, is identified in the Lease.
4) The Location of Installation of the Accepted Items is identified in the Lease.
5) Lessee is in full compliance with the Lease and no Event of Default has occurred thereunder.

At Lessor's option this and related documents will be signed and delivered electronically through Lessor's account with DocuSign under the electronic contracting process and terms thereof. Otherwise, if Lessee and Lessor have separately supplemented the Lease Agreement in writing to provide for other kinds of electronic signature and delivery, Lessee may sign and deliver this and related documents as provided therein. Printed or other tangible copies of originals or copies of this and related documents that are faxed, scanned, emailed, photocopied, stored, transmitted, and/or otherwise represented or dealt with electronically (e.g., by PDF) will suffice as originals for all evidentiary purposes. Except when signing electronically as contemplated above, Lessee will manually sign this and related documents and promptly deliver all originals to Lessor.

Pender County, North Carolina (*"Lessee"*)

By: David Andrew

Print Name: David Andrew

Title: County Manager

Installation Date: April 26, 2023 ***(Lessee must fill in if blank)***

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EXHIBIT A
TO SCHEDULE PCO-003
PENDER COUNTY NORTH CAROLINA

Manufacturer	Model	Qty	Description	Serial	Acquisition Cost	Install At
Davenport Group	SOFTWARE	1	DELL POWERPROTECT DP4400S SOFTWARE		$47,295.00	805 South Walker Street Burgaw, NC 28425
Davenport Group	WARRANTY	1	DELL VMARE		$18,000.00	805 South Walker Street Burgaw, NC 28425
Davenport Group	POWEREDGE R750	1	DELL POWEREDGE R750 2X XEON GOLD 6342 24C 2.8GHZ 512GB 9.6TB SSD	FJ7X7V3	$284,646.00	3135 Marion Ave., Laureldale, PA 19605-2745
					$349,941.00	

COPY VIEW

Public

DocuSign

Certificate Of Completion

Envelope Id: ACA3A9E35A4D434D8D6F46C022A453D4
Status: Completed
Subject: Complete with DocuSign: PCO-003 sch HTF SIGN pdf.pdf
Source Envelope:
Document Pages: 3 Signatures: 1
Certificate Pages: 2 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
HTF Solutions
41 S High St
Columbus, OH 43215-6170
htf-customer-support@huntington.com
IP Address: 170.128.108.193

Record Tracking

Status: Original 4/26/2023 4:39:49 PM	Holder: HTF Solutions htf-customer-support@huntington.com	Location: DocuSign
Status: Authoritative Copy (1 of 1 documents) 4/26/2023 4:49:39 PM	Holder: HTF Solutions htf-customer-support@huntington.com	Location: DocuSign
Status: Receipt Confirmed 4/26/2023 4:50:25 PM	Holder: HTF Solutions htf-customer-support@huntington.com	Location: Huntington Technology Finance, Inc.

Signer Events	Signature	Timestamp
Amy Charboneau Amy.Charboneau@huntington.com Sr. Contract Negotiator/Analyst Huntington Technology Finance, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by:  8C946ED0B6C3469... Signature Adoption: Pre-selected Style Using IP Address: 170.128.236.193	Sent: 4/26/2023 4:43:03 PM Viewed: 4/26/2023 4:49:35 PM Signed: 4/26/2023 4:49:38 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Brianna Herbert brianna.herbert@huntington.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/26/2023 4:43:03 PM Viewed: 4/27/2023 9:33:55 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/26/2023 4:43:03 PM
Certified Delivered	Security Checked	4/26/2023 4:49:35 PM
Signing Complete	Security Checked	4/26/2023 4:49:38 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	4/26/2023 4:49:38 PM

Payment Events	Status	Timestamps

HUNTINGTON TECHNOLOGY FINANCE
295 Seven Farms Dr Charleston, SC 29492
843.364.9981 jason.j.moyer@huntington.com
Jason Moyer, National Account Manager

January 17, 2023

Pender County, NC
805 S. Walker Street
Burgaw NC 28425

Huntington Technology Finance ("Huntington") is pleased to present this lease proposal for your consideration. We believe the following will be an optimal solution for you and your organization.

Lease Terms

Lessor: Huntington Technology Finance, Inc. or its designee.

Lessee: Pender County, NC

Equipment: Dell

Estimated Transaction Cost: $399,981

Lease Pricing:

Term	*60 months*
Monthly Payment	$7,909.50

Indexing: This proposal is based on the swap rates as January 17, 2023. If the signed certificate of delivery and acceptance is received more than 30 days after that date, a reciprocal change may be made to the pricing of this proposal. Source: Intercontinental Exchange (USD Rates 1100 available at http://www.theice.com/marketdata/reports/180) or other sources Lessor reasonably deems reliable.

Pricing above may not include sales/use tax, which may be added to the above payment. This proposal shall expire 20 days from the date of this letter. If you agree with the terms and conditions outlined herein, please sign and return the enclosed copy of this letter and return it to my attention prior to that date. Final approval of this proposed lease transaction is subject to credit and investment approval by Huntington and execution by all parties (Lessee, Lessor, Supplier) of all standard Huntington documentation.

We look forward to your favorable review of this proposal and hope your decision is to lease through Huntington Technology Finance.

Sincerely,

Jason Moyer
National Account Executive

Agreed to and Acknowledged by:

Name/Title

2/9/2023
Date

® and Huntington® are federally registered service marks of Huntington Bancshares Incorporated.

Pender County
Approval of a Purchase Order to MCCi for Laserfiche Document Management System Annual Renewal in the amount of $42,142.50.

TO:	Board of County Commissioners
FROM:	Erik Harvey
DATE:	July 10, 2023
SUBJECT:	Approval of Purchase Order to MCCi for Laserfiche Document Management System Annual Renewal in the amount of $42,142.50.

SUMMARY:
Pender County contracts with MCCi during the budget year to provide licensing and support services for the Laserfiche Document Management System. These services are necessary to provide efficient service delivery to both County employees and clients served.

ACTION REQUESTED:
Recommendation to issue a Purchase Order to MCCi for Laserfiche Document Management System Annual Renewal in the amount of $42,142.50 for FY23-24. This expenditure has been budgeted in the FY 23-24 Budget Ordinance.

Dept Orgs Cost
CMO 420-404500 $780.00
Health 900050-404500 $655.00
Health 900051-404500 $600.00
Health 900052-404500 $600.00
Health 900053-404500 $600.00
Health 900055-404500 $600.00
Health 900057-404500 $600.00
Health 900058-404500 $600.00
Health 900059-404500 $600.00
Health 900061-404500 $600.00
Health 900062-404500 $600.00
Health 900065-404500 $600.00
Health 900076-404500 $600.00

Health	900077-404500	$600.00
Health	900079-404500	$600.00
ITS	445-404500	$5,369.50
PAR	665-404500	$285.00
DSS	100-404500	$24,403.00
UTL	172-404500	$2,280.00
VA	607-404500	$570.00
		$42,142.50

BUDGETARY NOTIFICATION

Client Name: Pender County
Estimate Number: 26365
Estimate Type: Laserfiche Support Renewal

Quote Date: February 2, 2023
Support Period: 3/19/2023 - 3/18/2024

Product Description:	*Qty.*	*Unit Cost*	*Annual Total*
LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC			
☑ Laserfiche Rio Records Management Edition Named Full User (100-199 Users)	150	$177.10	$26,565.00
☑ Laserfiche Rio Forms Professional (100-199 Users)	150	$16.10	$2,415.00
☑ Laserfiche Rio Connector (100-199 Users)	150	$8.05	$1,207.50
☑ Laserfiche Rio Pilot Public Portal	1	$5,000.00	$5,000.00
☑ Laserfiche Rio Quick Fields	1	$120.00	$120.00
☑ Laserfiche Rio Quick Fields Core	1	$1,000.00	$1,000.00
☑ Laserfiche Rio Import Agent	1	$300.00	$300.00
Laserfiche Annual Recurring Software Support Subtotal			***$36,607.50***
MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION			
☑ Process Administration Support Services for Laserfiche, Level 2	1	$5,535.00	$5,535.00
Client needs are estimated based on the current components provided herein: up to 15 hours that will expire at the end of your renewal term.			
MCCi Supplemental Support Services Annual Recurring Subscription Subtotal			***$5,535.00***

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	***$42,142.50***
TOTAL SUPPORT COST	***$42,142.50***

Pender County
Request for Board Action

TO:	Board of Commissioners
FROM:	Erik Harvey
DATE:	July 10, 2023
SUBJECT:	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.

SUMMARY:
The Barracuda Essentials Total Email Protection is a complete email security solution that provides email-filtering, spam blocking, encryption, archiving, and backup. This annual renewal for support and maintenance allows the Pender County Information Technology Services (ITS) Department to continue using these services to protect our County email systems and provides unlimited access to Barracuda's Support Services.

Software house International was selected based on the lowest cost. Funding for this renewal was allocated in each department's Fiscal Year 23-24 Budget 404500 (Contracted Services).

Software House International: $66,339.00
Internetwork: $No Bid
Softchoice: $69,332.76

Department	Org	Cost
BOCC	410-404500	$780.00
BOE	430-404500	$650.00
CMO	420-404500	$1,300.00
COOP	605-404500	$1,040.00
EM	525-404500	$780.00
FFS	500-404500	$2,470.00
HLT	900-404500	$1,300.00
	900050-404500	$1,400.00
	900051-404500	$1,040.00
	900052-404500	$390.00

	900053-404500	$840.00
	900055-404500	$130.00
	900056-404500	$780.00
	900057-404500	$260.00
	900058-404500	$630.00
	900059-404500	$130.00
	900060-404500	$390.00
	900061-404500	$840.00
	900062-404500	$520.00
	900065-404500	$780.00
	900072-404500	$130.00
	900076-404500	$840.00
	900077-404500	$130.00
HSE	730-404500	$390.00
HR	425-404500	$1,040.00
INSP	650-404500	$1,820.00
ITS	445-404500	$14,989.00
LIB	630-404500	$3,250.00
PCD	653-404500	$1,300.00
PRK	665-404500	$1,430.00
PSW		
FIN	440-404500	$1,430.00
ROD	480-404500	$1,040.00
DSS	100-404500	$14,300.00
TXA	450-404500	$2,470.00
TOU	670-404500	$390.00
UTL	69-404500	$4,680.00
VET	607-404500	$260.00
		$66,339.00

ACTION REQUESTED:
Approval of a Purchase Order to Software House International (SHI) for Barracuda Total Email Protection for Annual Support & Maintenance Renewal in the amount of $66,336.00.

Pricing Proposal
Quotation #: 22950114
Created On: 1/11/2023
Valid Until: 7/14/2023

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	Barracuda Total Email Protection - Subscription license - 1 user - hosted Barracuda - Part#: BTEP Serial #: 1376614 Coverage Term: 7/22/2023 – 7/21/2024 **Note:** 567 users * 12 months = qty 6804	6804	$9.75	$66,339.00

Subtotal	$66,339.00
*Tax	$4,477.88
Total	$70,816.88

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

Additional Comments

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.

Softchoice Corporation
314 W Superior St #400
Chicago, IL 60654

Sales/Order desk
Phone: (800) 268-7638
Fax: (800) 268-7639

Quote	Q-1563462
Date	23-Jun-2023

Quote

Ship To :
Connie Rivenbark
County of Pender
805 S WALKER ST
BURGAW, NC 28425-5001

Bill To:
Connie Rivenbark
County of Pender
805 S WALKER ST
BURGAW NC
28425-5001

Quote Prepared For	Connie Rivenbark County of Pender Phone: 910-259-1260 Email: crivenbark@pendercountync.gov
Quote Sent By	Emmet Kilkenny emmet.kilkenny@softchoice.com Phone: 7042741578 Fax:
Comments	

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Unit Price	Extended Price
2000088844	BTEP	Barracuda Total Email Protection - subscription license - 1 user	6804	Upfront	22-Jul-2023	21-Jul-2024	$10.19	$69,332.76

SUBTOTAL	$69,332.76
DELIVERY: Ground - 3 to 5 days	$0.00
State Tax	$0.00
Local Tax	$0.00
All currency in this quote is in (USD). **TOTAL**	$69,332.76

Pricing, availability and special offers are subject to change at any time.

This purchase is subject to Softchoice's online terms of sale, unless you have a separate purchase agreement signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found at:

https://www.softchoice.com/softchoice-terms-and-conditions-for-products

Signature :

Name :

Title :

Date :

PO# : {{PO_es_:signer1}}

Connie Rivenbark

From: Kyle Mitchell <kmitchell@ineteng.com>
Sent: Thursday, June 15, 2023 1:42 PM
To: Connie Rivenbark
Subject: [External]Re: Barracuda Backup and Total Email Protection renewals

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.

Hey Connie,

I'll double check but unfortunately, I don't think we do much with Barracuda. I'll confirm though and update .

Thank you for the opportunity!

Kyle

Sent from my mobile. Apologies for any typos.

Get Outlook for iOS

From: Connie Rivenbark <crivenbark@pendercountync.gov>
Sent: Thursday, June 15, 2023 11:22:31 AM
To: Mike Zimmerman <Mike_Zimmerman@SHI.com>; Kevin Mariano <Kevin_Mariano@SHI.com>
Cc: D. Kevin Moore <dmoore@pendercountync.gov>; Erik Harvey <eharvey@pendercountync.gov>
Subject: Barracuda Backup and Total Email Protection renewals

Good Morning,

I need to get 2 quotes. One for our Barracuda Back up and Total Email Protection renewals. If you unable to bid, please let me know.

Barracuda Back up:
Barracuda Backup Server Unlimited Cloud Storage - Subscription license (1 month) - unlimited capacity - hosted - for P/N: BBS990A
Barracuda - Part#: BBS990A-B
Serial #: 1555736

Barracuda Instant Replacement - Extended service agreement - replacement - 1 month - shipment - response time: 1 business day - for P/N: BBS990A
Barracuda - Part#: BBS990A-H
Serial #: 1555736

Barracuda Energize Updates - Virus definitions update - hourly updates - 1 month - for P/N: BBS990A
Barracuda - Part#: BBS990A-E
Serial #: 1555736

Total Email protection:
Barracuda - Part#: BTEP
Serial #: 1376614

Thank you,

Connie Rivenbark

Administrative Officer
Pender County ITS Dept
(910) 259-1260
crivenbark@pendercountync.gov

Pender County
New Memorandum of Agreement Between NC State University and Pender County Government

TO:	Board of County Commissioners
FROM:	David Andrews
DATE:	July 10, 2023
SUBJECT:	New Memorandum of Agreement Between NC State University and Pender County Government

SUMMARY:
The current memorandum of understanding between NC State University and all county governments was last signed in 2006. A review of the current agreements between NC Cooperative Extension and county governments across North Carolina, by Dr. Richard Bonanno, Associate Dean, CALS & Director, NC State Extension and Susan Kelly, Assistant Extension Director for County Operations, identified hundreds of hand written, initialed, changes that were approved at the state level but not necessarily at the county level. Or approved at the county level, but not necessarily the state level. Combined with significant turnover in state and county government administrative positions and boards of county commissioners over 17 years an updated document is overdue.

ACTION REQUESTED:
Review and approve the 2023 Memorandum of Agreement between NC Cooperative Extension and Pender County Government.

ATTACHMENTS:
County MOA Final 2023
MOA Addendum 2023 final
Summary of MOU-MOA changes 2023

NC STATE
EXTENSION

Addendum to Memorandum of Agreement
Pender County

This addendum documents the current salary percentages provided by the County and by NCSU.

Salary Percentages for Pender County as of January 1, 2023.

Position Title	**Salary Percentage County**	**Salary Percentage NCSU**
County Extension Director	**50**	**50**
Horticulture Agent	**60**	**40**
Admin Assistant	**50**	**50**
EFNEP Educator	**0**	**100**
4-H Agent	**50**	**50**
4-H Program Assistant	**100**	**0**
EYFP 4-H Program Assistant	**0**	**State Grant Funded**

County Ag Add-On = .4

Any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU subsequent to the effective date of this modification will have its funding splits documented in correspondence between this County and NCSU and will become part of this Agreement

Addendum to the Memorandum of Agreement
Change to Payroll Arrangement for Pender County

Under a Lock-in agreement with NC Cooperative Extension, counties agree to fund salary adjustments, increases and bonuses and promotions earned according to the current percentage of employee salaries. Counties that are not lock-in are encouraged to fund state increases, bonus and promotions earned. In both scenarios, counties may include Extension employees in any county increases, longevity or raises at any time.

Non Lock-In Provisions of the Cooperative Arrangement

Enacting the Non Lock-in Provision. By signing this addendum, the County and NCSU shall adhere to the following provisions, guidelines, and procedures.

1. The county agrees to all provisions, guidelines, and procedures of the existing MOA with the exception of item 7(g) the Lock-in Provision.

2. Salary Adjustments for Extension Employees under the Non Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments for NCSU. The County may match the salary adjustments on their percentage of the employee salary. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

   Across-the-board adjustments,
   Cost-of-living adjustments (COLA),
   Merit adjustments,
   Bonuses (in any form conveyed), and
   Promotion, classification, market, or equity adjustments.

   Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

_____ **Change from Lock-In Provision to Non Lock-in (formerly known as Send In)**

The above named county wishes to change its payroll agreement with North Carolina Cooperative Extension, as initially approved on _____, to non Lock-in.

Signatures of the persons below authorize execution of this document, effective _____ (*date*), and continuing year-to-year, unless otherwise terminated in writing by either party under notification to the other party no less than one-hundred twenty (120) days prior to the desired termination date.

Chairperson or Designee – Board of County Commissioners

Signature: _____ Date: _____

Director, North Carolina Cooperative Extension Service, NC State University or Designee

Signature: _____ Date: _____

NC STATE EXTENSION

Memorandum of Agreement

Between
The Board of County Commissioners
_____ County
And
North Carolina State University

Preamble

North Carolina State Extension (NC State Extension) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of "extending" the educational services of the University to the people of the state, on subjects related to agriculture and natural resources, family and consumer sciences, 4-H youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the State.

Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (including NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A & T State University (NCA&T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 institutions, and formalized the North Carolina Cooperative Extension Program as an official part of the School of Agriculture and Environmental Sciences at NCA&T.

North Carolina Cooperative Extension (Cooperative Extension) provides the opportunity for North Carolina State Extension and North Carolina A & T Extension to work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.

The legislation further provided for a cooperative relationship among three levels of government – federal, state, and county – to ensure that the needs of all three levels are addressed. The primary purpose of Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information – particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; protecting the environment and natural resources; and empowering youth and families to lead healthier lives and become community leaders. These purposes are furthered by Cooperative Extension employees who are charged with carrying out the extension education programs of the universities and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs, and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel, and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. These services are delivered to adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of the local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in conducting and funding this work. To this end, this Memorandum of Agreement will detail the individual relationships and mutually agreed-upon responsibilities of NCSU and each county or tribal community that signs this Memorandum of Agreement.

Part I.
NC State Extension will:

1. Establish minimum requirements and qualifications for employment in Cooperative Extension work.

2. Receive and examine applications for employment.

3. Interview and screen applicants to determine their qualifications and availability.

4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Cooperative Extension positions.

5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries and salary splits of all Cooperative Extension employees, including but not limited to County Extension Directors, Extension Agents, and County Operations Support Staff (COSS).

6. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each based on the state fiscal year.

7. Provide funds for official travel necessary to conduct Cooperative Extension work and postage funds, to the extent that funds are available, and for purposes authorized by state and federal policies.

8. Accept responsibility and provide the leadership for administration and supervision of Cooperative Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements. NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.

9. Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&T University when an issue impacts their employees.

10. Develop and administer a personnel management plan that will provide the annual review of each employee 's performance, counseling for job improvement where needed, and periodic county program reviews.

11. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development, and to otherwise assist them in conducting work in these areas.

12. Provide Cooperative Extension professionals with training programs as needed to maintain effective program delivery.

13. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Cooperative Extension programs are based on the particular needs of people in their respective county.

14. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Cooperative Extension programs and work accomplished.

Part II.
The Board of County Commissioners will:

1. Provide the County's share of salaries and benefits for Cooperative Extension personnel.

2. Comply with North Carolina's Workers Compensation Act, N.C. General Statute § 97-2(2).

3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and its programs; and comply with the accessibility provisions of the Americans with Disabilities Act.

4. Review and consider the annual budget request from NCSU, and take appropriate action by July 1 of each fiscal year.

5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Cooperative Extension programs are based on specific needs and meet county programming plans.

Part III.
NC State Extension and the Board of County Commissioners mutually agree:

1. That all county Cooperative Extension employment appointments and separations will be made in consultation between NCSU and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.

2. That the Board of County Commissioners and NCSU shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.

3. To cooperate in implementing affirmative action and equal employment opportunity plans of NCSU.

4. The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.

5. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System for SHRA employees be used in the granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel.

6. That Cooperative Extension employees will follow county policies relative to office hours, office closings for inclement weather, and holidays, and for the management and use of county property.

7. That personnel procedures are as follows:

(a) Establishing Accounts to Operationalize the Payroll Process.

i. To operationalize the payroll arrangement, NCSU will establish a Trust Fund Account for the County at NCSU that will serve as the vehicle for the transfer of funds from the County to NCSU for use in paying the county's agreed-upon share of salary and benefits for Cooperative Extension personnel.

ii. Procedure for Providing Funds to the Account. A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Assistant Extension Director of HR and Operational Strategy via the appropriate District Extension Director. The County Finance Officer, or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences HR Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.

iii. Administration of the Account. The trust account will be maintained in accordance with the respective NCSU accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office to ensure the month-end account balance remains zero.

(b) Employee Benefits.

i. Retirement Benefits. All Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System (TSERS) and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU.

(c) Taxes and Fringe Benefits.

i. The County will be responsible for providing their proportional share of fringe benefits for all Cooperative Extension personnel, including but not limited to the following:

1. Employer contributions to all applicable Federal and State taxes.

2. Employer contribution to TSERs per N.C. General Statute §135, or to ORP per N.C. General Statute §135-5.1.

3. Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

(d) Workers' Compensation will be administered pursuant to N.C. General Statute §97-2(2). The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

1. All administrative and any other positions designated as County Operations Support Staff (COSS); and

a. All Program Assistants/Associates who are not funded by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.
b. NCSU will provide full and direct coverage for their respective Cooperative Extension employees subject to NCSU's workers' compensation insurance . Cooperative Extension employees for whom NCSU will maintain workers' compensation coverage are the following:

i. All County Extension Directors and Extension Agents; and

ii. All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

(e) Employee Separation

1. NCSU will process severance pay for reductions-in-force (RIFs) as delineated in the COSS Employee Handbook for County Operations Support Staff (COSS).

2. Upon an employee's separation, the County will pay out its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSHR and/or UNC System guidelines, and any applicable bonus leave balance.

3. The County will pay its proportional share of state longevity for COSS employees upon an employee's service anniversary date.

4. The County will pay out its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Cooperative Extension employees that are subject to Fair Labor Standards Act or the North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

(f) Optional County-paid Salary Increases or Bonuses to Cooperative Extension Personnel. At their discretion, Counties may award additional permanent salary increases or one-time pay awards ("bonuses") to Cooperative Extension personnel. If such salary increases or bonuses are proposed by the County under the "non-lock-in" payroll arrangement, they must be communicated to the appropriate District Extension Director's office no later than the first day of any month in which the proposed increase or bonus is to be applied. Increases must be entered in the current fiscal year.

(g) Lock-In Provision

This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.

1. Salary Adjustments for Extension Employees under the Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU will adhere to the plan's effective dates and implementation instructions. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

   Across-the-board adjustments,
   Cost-of-living adjustments (COLA),
   Merit adjustments,
   Bonuses (in any form conveyed), and
   Promotion, classification, market, or equity adjustments.

   Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

2. County Increases in the Lock-In Provision
   The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 6(c) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored as stated in 7(a) and automatically drafted, but the County is not limited to just the State increases in this agreement.

Part IV.
DURATION, AMENDMENT, AND TERMINATION

The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.

Signatures of the persons below authorize execution of this document, effective as of January 1, 2023, and continuing year-to-year, unless otherwise terminated in writing by either party under written notification to the other party no less than one-hundred twenty (120) days prior to the proposed termination date. Termination of this Memorandum of Agreement shall have the effect of terminating the Cooperative Extension activities and programs in the County.

Signature: _____ Date: _____

Chairperson or Designee Board of County Commissioners

_____ County

Signature: _____ Date: _____

Director
North Carolina Cooperative Extension Service
North Carolina State University

Signature: _____ Date: _____

Dean
College of Agriculture and Life Sciences
North Carolina State University

Addendum Attached Executed _____

Summary of Changes

2006 Memorandum of Understanding
2023 Memorandum of Agreement
NC State Extension and Board of County Commissioners

Changes are reflected in the 2023 MOA as follows:

Updated terms throughout the document:

- North Carolina Cooperative Extension Service (NCCES) - NC State Extension
- Memorandum of Understanding - Memorandum of Agreement
- Secretaries - COSS
- Extension – Cooperative Extension
- Send-In – Non Lock-In
- NCSU/NC A & T – NCSU
- SPA – SHRA
- State Retirement System - TSERS

Part I, Page 3

Item 5 – added the words *"salary splits"*

Deleted: *Determine jointly with the County Board of Commissioners, or the County Manager as designee, the share of salaries to be paid by each and provide the University share of these salaries.*

Item 7 – added "postage"

Deleted: *Provide Extension employees with funds for postage, bulletins, leaflets and other publications for delivering Extension programming and conducting regular business.*

Item 8 – Added: *NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.*

Item 9 – Added: *Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&T University when an issue impacts their employees.*

Part II, Page 4

No changes.

Part III, Page 4

Item 3 – Change *"applying" to "implementing"*

Item 4 – Added new item: *The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.*

Item 5 – Deleted: *Educational leaves of absence for EPA employees provided under University policy will be reviewed in consultation with the County.*

Item Deleted: That Extension employees will not be classified under a county classification system.

Part III, Page 5

Item 7 – Remove Section 7.1 (refers to "Send-In")
Section 7.2 remove references to "send-in", otherwise no changes to personnel procedures

Part III, Page 6

Section 7(e) Deleted: *under Office of State Personnel guidelines for County-based employees subject to the State Personnel Act (SPA) and unemployment compensation as mandated by the State.*

Section 7(e) Added: *COSS Employee Handbook for County Operations Support Staff (COSS).*

Section 7(f) Added: *Increases must be entered in the current fiscal year.*

Part III, Page 7

Added: *This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.*

Deleted: Optional Lock-in Provision
This section, if enacted by separate signature of the County, effects an optional "lock-in" agreement between the County and NCSU/NCA&T for Extension personnel. The "lock-in" provision establishes constants to be maintained over the course of the agreement for cost-share percentages.

Sections 8.1 and 8.2 of MOU combined into 7(g) of MOA reflecting all Extension Employees rather than splitting SPA and EPA (terms no longer used)

Deleted: Section 8.3 and 8.3 Option A and Option B of MOU

Part III, Page 8

Added: <u>*Salary and Benefits*</u>*. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.*

<u>*County Increases in the Lock-In Provision*</u>
The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 7(f) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored and automatically drafted, but the County is not limited to just the State increases in this agreement.

Part IV, Page 8

Deleted*: A semi-annual meeting will be convened to maintain communication of ideas, developments, concerns and changes within the scope of the Counties and Cooperative Extension relationship. Members of the committee will include representatives of the North Carolina Association of County Commissioners (NCAAC), representatives from County Governments as recommended by the NCAAC, and administrators and designees of Cooperative Extension.*

Added: *The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.*

Deleted:
Signature:
Administrator
North Carolina Cooperative Extension Program North Carolina A&T State University

Added:
Addendum Attached Executed _____

Addendum was added to the agreement to provide a mechanism for counties to "opt out" of Lock-In payroll arrangement in the initial signing of the MOA or at any time with a 120 day notice.

Pender County
June 5, 2023, BOCC Meeting Minutes

TO:	Board of County Commissioners
FROM:	Alexis Stanfield
DATE:	July 10, 2023
SUBJECT:	June 5, 2023, Board of County Commissioners Meeting Minutes

SUMMARY:
Seeking the approval of the June 5, 2023, Board of County Commissioners meeting minutes. Attached to the summary sheet is a copy.

ACTION REQUESTED:
Approval of the June 5, 2023, Board of County Commissioners Meeting minutes.

MINUTES
Board of County Commissioners Meeting
Monday, June 5, 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
Lexi Stanfield, Clerk to the Board
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

Chair Newton called the meeting to order at 4pm.

2 INVOCATION

Vice Chair Hardee led the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Commissioner McCoy led the Pledge of Allegiance.

4 ADOPTION OF AGENDA

Moved by Fred McCoy, seconded by Jerry Groves

Commissioner McCoy motioned to adopt the agenda. 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.

5 PUBLIC HEARING

5.1 Notice of Public Hearing for FY 2023-2024 Budget Ordinance and Fee Schedule

Meg Blue, Finance Director, presented the Notice of Public Hearing for Fiscal Year 2023-2024 Budget Ordinance and Fee Schedule. This is a statutorily obligated Public Hearing. The public did not have any comments as relevant to the budget.

The Board motioned to move the swearing in of Melissa Radke, the new Tax Administrator, to public hearing. Chair Newton led the swearing in of Radke. Afterwards, Radke joined the Board for a picture.

6 PUBLIC INFORMATION

6.1 Tax Department Status Report

Melissa Radke, Tax Admin, gave a status report of the Tax Administration department since she took over. Radke reported that Pender County has 800 permits that need to be checked and entered into the system for valuation. Radke reported the Tax department is understaffed, both the collection and assessing side. Radke reported enforced collections is not being utilized resulting in a lower collection rate. Radke reported these issues seem to be due to a combination of staffing issues and rapid population growth within Pender County. The Tax department currently has four (4) vacancies. Two of these vacancies are in Collections and two are in Assessing. Radke stressed these positions need to be filled to ensure proper functioning of the department.

The Collections side of the department is behind due to inadequate staffing and software issues. Radke reported there are three staff members on this side of the department handling 60,000 tax bills annually. The Collections staff did not receive proper training on the

software utilized resulting in them teaching themselves. Software used does not allow the ability to process garnishments in mass, meaning staff are required to process them individually which takes more time.

Radke reported the current sales ratio is low (62.66%). The Sales Ratio is the relationship between the current market value and assessed value. Per the NC DOR, if the ratio falls below 90% in 4 or 7 years after a reappraisal, Public Service Company (PSC) Values will be equalized. PSCs are companies such as Duke Energy and Airlines. Radke reported the sales ratio has been low for years, this being the fourth year from reappraisal. Radke reported if a new appraisal is not done soon, Pender County could lose 1.4 million dollars over the next four (4) years. Next appraisal is due by 2027.

Radke stated her plan to get Pender County's tax department on the right track. Radke proposed Pender County hire Vincent Valuations to assist while the Tax Department is short staffed. Radke proposed hiring 2-3 contracted appraisers to work 45 days to catch up on backlogged permits. This would cost Pender County $58,500. Radke stated by adding $32.50 in value to each permit property, the cost of the contracted appraisers would be paid for. Radke also stated she plans to fill the vacancies within the Tax Department. Once fully staffed, the Tax Department will be able to focus on catching up with enforced collections. Radke proposed working with the software vender to get on-site training and put into places needed programing upgrades.

7 PUBLIC COMMENT FOR AGENDA ITEMS

Dennis and Johnathan Mote appeared before the Board to discuss an issue they have with item 9.3 "Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2385-65-4988-0000 located off Willard Rd in Union." Johnathan stated he had successfully bid on this property on "govdeals.com" but was locked out of his account. Johnathan Mote stated he spoke with Andy DeVane, Asset Manager, who directed him to appear before the Board. Chair Newton stated the Board does not work with the website. Meg Blue stated the bid was closed but the Board could table the item since there were technical issues with the website and reauction it at a later date. Chair Newton stated the Board would hear the item later in the meeting and would promptly table it so staff could review the issues and take proper action.

8 CONSENT AGENDA

8.1 Approval of MOU with United States Secret Service and Pender County Sheriff's Office - JOPS Funding in the amount of $5,000.00.

8.2 Approval of a Purchase Order to Davenport Group for Sheriff's Office Replacement switches in the amount of $50,500.00.

8.3 Approval of Tax Releases and Refunds

8.4 BOCC Meeting Minutes April 17, 2023

8.5 BOCC Meeting Minutes May 1, 2023

8.6 Consideration of a Budget Ordinance Amendment to Transfer Funds Between Line Items

Moved by Brad George, seconded by Fred McCoy

Motion to approve the consent agenda

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

CARRIED.

9 APPROVALS AND RESOLUTIONS

9.1 Resolution Authorizing Approval of Union Rescue Pyrotechnic Display on July 1, 2023, in Accordance with North Carolina General Statute 14-413.

Tommy Batson, EMS Director, introduced Pender County's new Fire Marshall Amy Burton as the presenter. Fire Marshall Burton introduced herself to the Board. Chair Newton noted that Fire Marshall Burton is the first female Fire Marshall for Pender County. Fire Marshall Burton stated she would be presenting both item 9.1 and 9.2. Chair Newton asked who the vendors for both firework displays are. Fire Marshall Burton stated both firework display vendors are Zambelli Fireworks. It was stated that Zambelli meets all liability insurance requirements. Chair Newton stated these items would be voted on separately.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Commissioner McCoy made a motion to approve item 9.1. 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.

9.2 Resolution Authorizing Approval of Surf City Pyrotechnic Display on July 3, 2023, in Accordance with North Carolina General Statute 14-413.

Tommy Batson, EMS Director, introduced Pender County's new Fire Marshall Amy Burton as the presenter. Fire Marshall Burton introduced herself to the Board. Chair Newton noted that Fire Marshall Burton is the first female Fire Marshall for Pender County. Fire Marshall Burton stated she would be presenting both item 9.1 and 9.2. Chair Newton asked who the vendors for both firework displays are. Fire Marshall Burton stated both firework display vendors are Zambelli Fireworks. It was stated that Zambelli meets all liability insurance requirements. Chair Newton stated these items would be voted on separately.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Commissioner George made a motion to approve item 9.2. 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 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3320-82-9153-0000 - At 208 Burgaw Creek Loop,

Burgaw

Meg Blue, Finance Director, presented Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3320-82-9153-0000 - At 208 Burgaw Creek Loop, Burgaw. This surplus property is a tax foreclosure property from 2018. It is a .3 acre cleared residential lot. The tax value for this property is $2,500. A bid of $3,300 was received.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Commissioner McCoy motioned to approve the Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3320-82-9153-0000 - At 208 Burgaw Creek Loop, Burgaw. 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.

9.4 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3224-46-2015-0000 at 600 Cheshire Road, Rocky Point

Meg Blue, finance director, presented Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3224-46-2015-0000 at 600 Cheshire Road, Rocky Point. This property is a tax foreclosure from 2019. The tax value is listed at $15,055 and a bid was received in the amount of $25,301. This property is a .46 acre wooded lot with a structure on it. The tax office did verify the structure on the property is worth little to nothing.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Vice Chair Hardee made a motion to approve Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3224-46-2015-0000 at 600 Cheshire Road, Rocky Point. 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 Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-95-0746-0000 on Union Chapel Road in Burgaw

Meg Blue, Finance Director, presented Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-95-0746-0000 on Union Chapel Road in Burgaw. This property is a 2019 tax foreclosure property. It is a .49-acre wooded lot in a wetlands area with road access. The tax value is listed for $6,175 and a bid for $6,175 was received. Chair newton asked if this property would perc. Blue stated she did not know but the bidder was aware it is the bidder's responsibility to do their due diligence with the property.

Moved by Brad George, seconded by Fred McCoy

Commissioner George made a motion to approve Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-95-0746-0000 on Union Chapel Road in Burgaw. 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.

9.6 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2268-97-8277-0000 near Bell Williams Rd in Columbia

Meg Blue, Finance Director, presented Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2268-97-8277-

0000 near Bell Williams Rd in Columbia. This property is a 2019 foreclosure. The tax value was listed at $18,250 and a bid of $18,250 was received. This lot is a .37-acre wooded lot with no apparent road access. The bidder is Clarkson Theophilius.

Moved by Fred McCoy, seconded by Brad George

Commissioner McCoy motioned to approve Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2268-97-8277-0000 near Bell Williams Rd in Columbia. 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			
	5	0	0	0

CARRIED.

9.7 Notice of Public Hearing for FY 2023-2024 Budget Ordinance and Fee Schedule

Chair Newton noted this item was redundant with the language from a prior agenda item and in efforts to have complete transparency, the item would be tabled until the next Board of County Commissioner's meeting unless there was a reason state not to. Meg Blue, Finance Director, stated the adoption of the budget was advertised two weeks in advance, the agenda on the website, and the agenda given to those in attendance of today's meeting were all advertised correctly. Chair Newton stated she was not comfortable moving forward with the misprint. County Attorney, Trey Thurman agreed with Chair Newton.

Moved by Brad George, seconded by Fred McCoy

Commissioner George made a motion to carry item 9.9 to the June 19th meeting. 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.

9.8 Approval of FY 2023-2024 Capital Improvement Projects Plan

Meg Blue, Finance Director, asked the Board if they would like to table the Approval of FY 2023-2024 Capital Improvement Projects Plan since the previous FY 2023-2024 Budget item was tabled. Chair Newton agreed.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Commissioner George made a motion to carry item 9.10 Approval of FY 2023-2024 Capital Improvement Projects Plan to the June 19th, 2023, meeting. 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 Consideration of Approval of a Contract for Construction of Storage Building at Biberstein Annex

Buddy Avery, Project Manager, presented Consideration of Approval of a Contract for Construction of Storage Building at Biberstein Annex. Avery noted the need for the building and the previous steps taken to get to this point of construction. There were three bids returned from the RFP submitted. Masonboro Construction was the lowest bidder and who Avery is recommending the Board approve. Commissioner McCoy asked about the demolition process. Avery answered stating a building and some trees would need to be removed.

Moved by Fred McCoy, seconded by Brad George

Commissioner McCoy made a motion to approve the Consideration of Approval of a Contract for Construction of Storage Building at Biberstein Annex. 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			
	5	0	0	0

CARRIED.

9.10 Approval of Conceptual Changes to FY24 Solid Waste Fees

Susan Barnhill and Katie Leubner, Solid Waste Coordinator and Project Manager respectively, presented the Approval of Conceptual Changes to FY24 Solid Waste Fees. Leubner stated the decals for this year are based on the 2022 tax forms filed by Pender County residents however, when the tax records were received, they were out of date. The records were showing duplicate properties in the system so some residents were accidentally deleted and received zero decals whereas other residents received an excessive amount. Solid Waste staff have met with the tax office and are working hard to correct these issues. Currently Pender County has two decals. the $220 which are full use decals and the $110 which is for recycling only. Vice Chair asked how the decals are assigned. Leubner stated the decals are based on what code the tax office assigns a resident's property. Chair Newton asked if it was possible to have a grace period for residents who have not received their decals. Barnhill addressed Chair Newton stating a grace period was already given from March 31st until May 31st. Chair Newton and Vice Chair Hardee expressed their concern with residents not receiving their stickers via mail and not knowing the new decals have been sent out. Leubner stated if approved, going forward Pender County would upgrade from two different fees ($220 and $110) to a one fee system of $200. Chair Newton agreed on the basis another grace period was granted until the decal issues were resolved.

Moved by Fred McCoy, seconded by Jerry Groves

Commissioner McCoy made a motion to approve the Approval of Conceptual Changes to the FY24 Solid Waste Fees. 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.

9.11 HR Policy Revision for Medicare Eligible Employees

Pam Brame, Human Resources Director, presented the HR Policy Revision for Medicare Eligible Employees. Brame stated this is an amendment to the Pender County Personnel Policy under article 9 section 2. Medicare Eligible County employees would have a choice to stay on the County State Health Plan or have the option to enroll in Medicare Plan B (medical), Plan D (prescription), G (supplement), and/or Plan A (hospitalization). The County would reimburse the monthly premium expense up to the amount the County currently pays for these employees to be on the County State Health Plan. This year that amount is *584.96/month per employee. This would give the Medicare eligible employees the option to choose. On the state Health Plan employees would be able to cover dependents. The Medicare option would only cover county employees. Brame went over scenarios in which this revision could save the County money. Brame answered questions from the Board.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to approve HR Policy Revision for Medicare Eligible Employees

	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.

9.12 Approval of FY 2023-2024 Budget Ordinance and Fee Schedule

Tabled until the next Board of County Commissioner Meeting on June 19, 2023.

A motion was made to table the approval of the FY 2023-2024 Budget Ordinance and Fee Schedule. The motion was seconded. That motion was unanimously adopted.

10 DISCUSSION

11 APPOINTMENTS

11.1 Peggy Arsenault Reappointment for TDA Board

Commissioner George motioned to reappoint Peggy Arsenault to the Tourism Development Authority Board for the Resident Position. Commissioner McCoy seconded the motion. Ms. Arsenault was first appointed to the TDA Board 08/07/2022 and served as a Collector. Ms. Arsenault will serve a three-year term that will expire on August. 31, 2026.

Moved by Brad George, seconded by Fred McCoy

Motion to reappoint Peggy Arsenault to the TDA Board

CARRIED.

11.2 James Peay Board Reappointment for EMS and Fire Board of Directors

Commissioner Groves made a motion to reappoint James Peay to the Pender EMS and Fire Board of Directors. Commissioner Hardee seconded the motion. Mr. Peay has served two terms on the Pender EMS and Fire Board of Directors. Mr. Peay will serve a three-year term that will expire on May 31, 2025. Mr. Peay has already served one year of his new term.

Moved by Jerry Groves, seconded by Wendy Fletcher-Hardee

Motion to reappoint James Peay tot he EMS and Fire Board of Directors

CARRIED.

11.3 Amery Wells Board Appointment for ABC Board

Commissioner George made a motion to appoint Amery Wells to the ABC Board. Commissioner Groves seconded the motion. Mr. Wells will serve a three-year term that will expire on May 31, 2026.

Moved by Brad George, seconded by Jerry Groves

Motion to appoint Amery Wells to the ABC Board

CARRIED.

11.4 Loretta Schmitzer Board Appointment for TDA Board

Vice Chair Hardee moved to appoint Loretta Schmitzer to the Tourism Development Authority Board. Commissioner Groves seconded the motion. Ms. Schmitzer will serve a three-year term that will expire on August 31, 2026.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to appoint Loretta Schmitzer to the TDA Board

CARRIED.

11.5 Ashley Milam Appointment for Library Board

Commissioner Groves made a motion to appoint Ashley Milam to the Library Board. Vice Chair Hardee seconded the motion. Milam will serve a three-year term that will expire on May 31, 2026.

Moved by Jerry Groves, seconded by Wendy Fletcher-Hardee

Motion to appoint Ashley Milam to the Library Board

CARRIED.

12 MAPLE HILL WATER AND SEWER DISTRICT

13 ROCKY POINT WATER AND SEWER DISTRICT

Chair Newton opened the meeting up as Rocky Point Water and Sewer District at 5:30PM.

13.2 Approve Resolution Accepting the Deed of Dedication of Water Distribution System for Bridgewater Landing

Kenny Keel, Utilities Director, presented both Approve Resolution Accepting the Deed of Dedication of Water Distribution System for Bridgewater Landing and Approve Resolution Accepting the Deed of Dedication of Water Distribution System for Carolina Creek Phase 4, 5, & 6. The resolutions are in regard to the Deed of Dedication of Water

Distribution System improvements. This has been approved by the state and inspected by Pender County. It is ready for improvements to be implemented. These improvements will not cost the county money with the exception of any future maintenance. Chair Newton asked when this distribution system was created. Keel stated it was completed this calendar year. Chair Newton stated these items, although discussed simultaneously, will be voted on separately.

Commissioner George made a motion to approve Resolution Accepting the Deed of Dedication of Water Distribution System for Bridgewater Landing. 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.

13.3 Approve Resolution Accepting the Deed of Dedication of Water Distribution System for Carolina Creek Phase 4, 5, & 6

Moved by Brad George, seconded by Fred McCoy

Commissioner George made a motion to approve Resolution Accepting the Deed of Dedication of Water Distribution System for Carolina Creek Phase 4, 5, & 6. 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.

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

Tom Clifford read a statement on behalf of 532 Carl Meeks Rd, also known as Copperhead Ranch. Clifford is a part owner of the property. Clifford spoke about complaints received in regard to the noise of motorbikes being used on the rental property. Clifford stated the efforts put into lessening the amount of noise coming from the bikes such as limited the hours of use from 10am-5pm. He also noted that he and other owners have received backlash. Clifford expressed that he and the other owners do not wish to fight but join the community. Clifford thanked the Board for listening.

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

20.1 Resolution Appointing Melissa Radke as Tax Administrator

This item was moved to the Public Hearing section of the Board of County Commissioners meeting.

20.2 Order of Collection Authorizing, Empowering, and Commanding the Tax Administrator to Collect the Taxes set forth in the County's tax records.

This item was moved to the Public Hearing section of the Board of County Commissioners meeting.

David Andrews, County Manager, gave a shout out to County Attorney Trey Thurman, Staff Attorney Patrick Buffkin, and Asset Manager Andy DeVane for getting the property transferred to the Board of Education. Chair Newton asked about the cell tower property. Trey Thurman stated the state owns and will maintain the tower, but Pender County owns the land. Chair Newton asked about the other transfer properties. Manager Andrews stated they are still a work in progress.
Chair Newton stated her appreciation for the hard work and effort put into the new upcoming budget.
Allen Vann, Assistant County Manager, updated the Board on the new Public Defender's office and the upcoming open house on June 28th from 3p-5p.
Trey Thurman stated the feedback he has received regarding the Public Defender's office has been positive. Attorney Thurman also spoke about the

updated wetlands law. Daniel Adams, Planning Director, assisted Thurman in explaining the changes. Attorney Thurman also stated the 7pm Public Hearing would not be taking place this evening because the judge associated with that item needed more time.
Commissioner George stated there was an accident in Hampstead earlier in the week, and that he heard and understood the concerns of residents. Commissioner George urged his fellow board members to advocate for more patrol in that area. He also noted the congestion of traffic that occurs in that area.
Vice Chair Hardee responded to Commissioner George stating there was a WNPO meeting this past week and the bypass is moving forward as scheduled which should help with the traffic.
Commissioner McCoy stated tomorrow is the Anniversary of Storming Normandy in France.
Vice Chair Hardee stated WNPO is working on many projects that will hopefully help the flow of traffic not only in Pender County but also to and from Wilmington. Vice Chair Hardee also stated she is looking to appoint a citizen the WNPO Advisory Board.
Commissioner Groves stated he recently attended the 100 County Emergency Management Training in Raleigh and he agrees with Commissioner Groves that everyone needs to work together.
Chair Newton spoke about her experience at the Lower Cape Fear Water and Sewer Authority meeting that took place this morning.

21 CLOSED SESSION (IF APPLICABLE).

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Commissioner McCoy made a motion to go into closed session for item (3) Attorney Client Privilege. 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 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

22.1 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, 2022 (22 CVS 1029)

This item was not presented to the Board. Please see section 20 of minutes for more details.

23 ADJOURNMENT

Commissioner George made a motion to adjourn the meeting. Vice Chair Hardee Seconded the motion. Meeting was adjourned at 8:07PM.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Commissioner George made a motion to adjourn the meeting. Vice Chair Hardee Seconded the motion. Meeting was adjourned at 8:07PM

	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
Approval of a Purchase Order to Bill Carone Chevrolet - GMC for a 2023 GMC Truck in the Amount of $48,404.

TO:	Board of County Commissioners
FROM:	Allen Vann
DATE:	July 10, 2023
SUBJECT:	Approval of a Purchase Order to Bill Carone Chevrolet - GMC for a 2023 GMC Truck in the amount of $48,404.

SUMMARY:
This truck will serve multiple departments and be included in the motor pool. Two primary users will be the Project Manager based out of the County Manager's Office and the Asset Manager based out of the Finance Office. Due to the nature of these positions and their jobs, a truck is often needed when going to construction sites, inspections of properties and land, etc.

This item was approved in the 2023-2024 Budget. Based on the current market and situation, we feel that it is important to move on this purchase now since the truck is available immediately.

Bill Carone Chevrolet-GMC has the lowest quote in the amount of $48,404.00 and this truck is available.

ACTION REQUESTED:
Approve the purchase of the truck as well as subsequent PO in the amount of $48,404.00 to be paid from 420-407400.

DEAL# 12834
STK# PZ293414

CAR INVOICE

CHEVROLET

Bill Carone Chevrolet-GMC
5099 Hwy 117 North, Wallace, NC 28466

PHONE (910) 285-7151

Sold To COUNTY OF PENDER
Address 210 SOUTH BENNETT ST BURGAW NC 28425

Date 06/26/2023
Salesman CARLTON LANIER

	Make	Year	Serial Number	Body Style	Color	Key No.
Car Sold	GMC	2023	1GTPUAEK8PZ293414	PU	GAZ SUMMIT WHITE	
Trade-In						XXXXX XXXXX

NO OTHER WARRANTY EXPRESSED OR IMPLIED IS VALID

Deal: 12834
Stock#: PZ293414

Plate No. _____
Sticker _____
Lic. & Title Fee _____

I hereby certify that Bill Carone Chevrolet-GMC delivered the within described automobile with the price label intact as required by P.L. 35-506.

This is to certify that I, the undersigned, do fully understand all terms and conditions contained in this bill of sale and assert that same is true and correct to the best of my knowledge.

_____ (Purchaser's Signature)

_____ (Seller's Signature)

☐ Sold as is

☐ 30 Days 50/50 Motor, Trans, & Rear End. **All Warranty Work Cash.**

N/A Weekly payments of N/A due N/A of each week

-1 Monthly payments of N/A due 10th of each month

One Payment of N/A due 10th of August 20 23

Total Balance of _____ Due 08/10/2023

FINANCE COMPANY: CASH DEAL

Price of Car	47805.00
Sales Tax	N/A
Delivered Price	47805.00
Trade in Allowance	N/A
Trade Difference	47805.00
Rebate	N/A
Cash on Delivery	48404.00
Pay Off	N/A
Unpaid Balance	-599.00
DMV	N/A
Service Tax	N/A
Admin. Tax	N/A
DOC Fee	599.00
Mechanical Insurance	N/A
Life Insurance	N/A
A & H Insurance	N/A
Amount to be Financed	N/A
Finance Charges	N/A
Total Time Price	N/A
A. P. R.	N/A
Total Sale Price	N/A

48034*1*BC-FI

Hendrick
CHRYSLER DODGE JEEP RAM FIAT
WILMINGTON

Date: 6/21/2023
Salesperson: Dania Flaverney
Manager: Dee Reynolds

FOR INTERNAL USE ONLY

BUSINESS NAME: Pender County
CONTACT: Andy Devane
Home Phone :
Address : ,
Work Phone :
E-Mail : adevane@pendercounty.nc
Cell Phone : (910) 512-1270

VEHICLE

Stock # : Q25316 New / Used : New VIN : 1C6RRFFG8PN525316 Mileage: 2
Vehicle : 2023 RAM 1500 Color : BRT WHT CC
Type : Big Horn/Lone Star 4x4 Crew Cab 144 DT6H98
Body Size : Style : Weight : 0 Unit Class :

MSRP	55,325.00
Discount	3,500.00
Adjusted Price	51,825.00
Door Edge Guards	299.00
Bed Liner Spray In	699.00
Total Purchase	52,823.00
Dealer Administrative Charge	699.00
NC Temp Tag	1.00
Cash Deposit	.00
Balance	53,523.00

"This offer is based on incentives, rates and other conditions that may expire at any time without notice. All offers are subject to vehicle availability, lender's credit approval and lender's other requirements."

Fairway Ford, Inc.
444 US Highway 117 South
PO Box 959
Burgaw, NC 28425

June 20, 2023

The quote requested for the 2024 Ford Expedition is below.

2024 Ford Expedition :

- 3.5L EcoBoost V6 Engine
- 10-Speed Automatic Transmission
- 102A Special Service Vehicle Pkg
- Ebony Cloth Front Bucket Seats / Vinyl Rear 40/20/40 Seat
- Air Conditioning
- Power Windows and Locks
- Cruise Control
- Pre-Collision Assist with Automatic Emergency Braking
- Platform Running Boards

Units equipped as above can be ***ordered*** for $52,395.00

Please do not hesitate to contact me if you have any questions or need any further details.

Respectfully Submitted,

Keith Batson
Financial Services Manager
Fairway Ford, Inc.
Burgaw, NC
Phone: (910) 259-2371
Fax: (910) 259-9638

Pender County
Request for approval of purchase order to Jeff Gordon Chevrolet in the amount of $102,553.45 for two Chevrolet Silverado 1500's

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	July 10, 2023
SUBJECT:	Request for approval of purchase order to Jeff Gordon Chevrolet in the amount of $102,553.45 for two Chevrolet Silverado 1500's

SUMMARY:
The Inspections Division has worked closely with Andy Devane, Asset Manager, to locate pickup trucks to be used by Building Inspectors. The requested trucks would replace two trucks from the 2013 model year. It is becoming increasingly difficult to find replacement parts for these trucks when they experience mechanical issues, which increases the amount of time they spend out of service.

Staff reached out to vendors on the state contract and were unable to locate any vehicles currently in stock. Staff also reached out to several dealers in the area to request information about placing an order for 2024 model year trucks and were told no information was available, allocation of those vehicles will be very low, and pricing will be going up 30% or more.

Staff was able to locate two Chevrolet 1500's at Jeff Gordon Chevrolet in Wilmington. These trucks are currently on the lot and available for pick up. The Inspections Division budgeted $120,000 for vehicles in the FY 24 budget, so this purchase is within the budget range and will not require any additional fund balance allocation. The budget line associated with this request is 650-407403.

ACTION REQUESTED:
Consideration of approval of the requested purchase order to Jeff Gordon Chevrolet in the amount of $102,553.45 for two pickup trucks.

ATTACHMENTS:
1. Quotes
2. Email requesting quote
3. Email regarding 2024 Orders

JEFF GORDON
CHEVROLET

228 SOUTH COLLEGE ROAD
WILMINGTON, NC 28403
(910) 791-2424
www.jeffgordonchevy.com

Retail Purchase Order

Date 06/22/2023

Purchaser's Name PENDER COUNTY
Co-Buyer Name
Street 805 S WALKER ST
City BURGAW State NC
Zip 28425 County PENDER
Phone # **H** **W** (910) 259-1467

New **Used** **Program** **Car** **Truck**

Year 2023 Make CHEVROLET TRUCK
Model SILVERADO 1500 Type 4WD DOUBLE 147"
Color SUMMIT WHT Miles 10 Stock # Q10632
Vin # 1GCRDBEK0PZ251527
Salesperson END #

Rebate Amount $2,750.00 # 23-40ACA-006 23-40ACA-005

Trade-in Description

Year Make
Model Type
Color Miles
VIN #

I warrant that my trade-in has NOT been reconstructed, rebuilt, or suffered major frame damage that caused the reconstructing of this vehicle.
I warrant that the balance owed on my trade-in is correct as stated on this buyer's order and that if the actual amount is greater, I will reimburse JEFF GORDON CHEVROLET. I understand that if the amount is less JEFF GORDON CHEVROLET will refund the difference.

Signature

Insurance Information

Agent Name Phone
Deductible Comp: Deductible Coll:
Ins. Co.
Policy #
Eff Dates: from __/__/__ to __/__/__

Payoff Verification

Lien Holder
Street
City State
Zip Phone #
Account #
10 day payoff Good til __/__/__
Quoted By

Cash Price of Car			$50,582.00
Sales Tax			$1,538.43
Tag & Title			$124.25
Electronic Registration Fee			$0.00
Processing & Documentation Fee			$699.00
1. Total Cash Price			$52,943.68
2. Cash Down Payment	Deposit	$0.00	
	Cash on Del	$0.00	
	MFG Rebate	$2,750.00	
3. Trade-In		$0.00	
Less Payoff			$0.00
4. Total Down Payment (2+3)			$2,750.00
5. Unpaid Balance of Cash Price (1-4)			$50,193.68

Additional Terms of Sale

Customer Initials _____ Manager Initials _____

Disclaimer

This new or used motor vehicle is purchased by the undersigned without any expressed warranty whatsoever from JEFF GORDON CHEVROLET except as may be stated hereinafter in writing. The manufacturer gives limited warranty on all new vehicles for the benefit of the purchaser. This warranty is made by the manufacturer and not JEFF GORDON CHEVROLET.
All implied warranties, including warranties of merchantability and fitness for a particular purpose, and otherwise, are excluded and disclaimed. Due to the insurance regulations we cannot loan cars.
Order not valid unless accepted by Authorized management representative of JEFF GORDON CHEVROLET.

Signed Purchaser

Signed Approved by MGR

JEFF GORDON
CHEVROLET

228 SOUTH COLLEGE ROAD
WILMINGTON, NC 28403
(910) 791-2424
www.jeffgordonchevy.com

Retail Purchase Order

Date 06/22/2023

Purchaser's Name PENDER COUNTY
Co-Buyer Name
Street 805 S WALKER ST
City BURGAW State NC
Zip 28425 County PENDER
Phone # **H** **W** (910) 259-1467

New **Used** **Program** **Car** **Truck**
Year 2023 Make CHEVROLET TRUCK
Model SILVERADO 1500 Type 4WD CREW 147"
Color SUMMIT WHT Miles 10 Stock # Q10702
Vin # 1GCPDBEK0PZ268092
Salesperson SEAN DOHERTY # 398387

Rebate Amount $2,750.00 # 23-40ACA-006 23-40AC-005

Trade-in Description
Year Make
Model Type
Color Miles
VIN #

I warrant that my trade-in has NOT been reconstructed, rebuilt, or suffered major frame damage that caused the reconstructing of this vehicle.
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Signature

Insurance Information
Agent Name Phone
Deductible Comp: Deductible Coll:
Ins. Co.
Policy #
Eff Dates: from __/__/__ to __/__/__

Payoff Verification
Lien Holder
Street
City State
Zip Phone #
Account #
10 day payoff Good til __/__/__
Quoted By

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Order not valid unless accepted by Authorized management representative of JEFF GORDON CHEVROLET.

Cash Price of Car			$52,685.00
Sales Tax			$1,601.52
Tag & Title			$124.25
Electronic Registration Fee			$0.00
Processing & Documentation Fee			$699.00
1. Total Cash Price			$55,109.77
2. Cash Down Payment	Deposit	$0.00	
	Cash on Del	$0.00	
	MFG Rebate	$2,750.00	
3. Trade-In		$0.00	
Less Payoff			$0.00
4. Total Down Payment (2+3)			$2,750.00
5. Unpaid Balance of Cash Price (1-4)			$52,359.77

Additional Terms of Sale

Customer Initials _____ Manager Initials _____

Signed Purchaser

Signed Approved by MGR

Date: 6/21/2023
Salesperson: Dania Flaverney
Manager: Dee Reynolds

FOR INTERNAL USE ONLY

BUSINESS NAME: Pender County
CONTACT: Andy Devane
Home Phone :
Address : ,
Work Phone :
E-Mail : adevane@pendercounty.nc
Cell Phone : (910) 512-1270

VEHICLE

Stock # : Q25316 New / Used : New VIN : 1C6RRFFG8PN525316 Mileage: 2
Vehicle : 2023 RAM 1500 Color : BRT WHT CC
Type : Big Horn/Lone Star 4x4 Crew Cab 144 DT6H98
Body Size : Style : Weight : 0 Unit Class :

MSRP	55,325.00
Discount	3,500.00
Adjusted Price	51,825.00
Door Edge Guards	299.00
Bed Liner Spray In	699.00
Total Purchase	52,823.00
Dealer Administrative Charge	699.00
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Cash Deposit	.00
Balance	53,523.00

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Andy Devane

From: Andy Devane
Sent: Wednesday, May 31, 2023 9:30 AM
To: dnelms@ramclinton.com
Subject: RE: [External]RE: Pender County Request

Thanks

Andy Devane | Asset Manager
Pender County Finance Office
805 S. Walker St. Burgaw, NC 28425
(910) 259-1467 P | 910-259-1574 F | 910-512-1270 C
adevane@pendercountync.gov

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Sent: Wednesday, May 31, 2023 9:30 AM
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I will gather this information and get it you by tomorrow morning.

Thank You
Dianne

Dianne Nelms
Government Sales
Performance Ford
213 Southeast Blvd
Clinton, North Carolina 28328
(910) 214-2956 Cell
dnelms@ramclinton.com
WWW.PERFORMANCEPOLICE.COM

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Thanks

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805 S. Walker St. Burgaw, NC 28425
(910) 259-1467 P | 910-259-1574 F | 910-512-1270 C
adevane@pendercountync.gov



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Sent: Wednesday, May 31, 2023 8:48 AM
To: Andy Devane
Cc: Margaret Blue; Angela Miller; Jeremy M. Drummond; Carlton Colvin
Subject: [External]RE: Pender County Request
Attachments: Spare 2023 CK10543 Silverado Crew Cab 9C1.xlsx

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I do not have information on the 2024 model year at this time. I do know that allocations will be very low and pricing will be going up 30% or more. Check back late June. The trucks on the quote are built and shipped. Should be here July or August. They are the 2023 Pricing.

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Thanks

Andy Devane | Asset Manager
Pender County Finance Office
805 S. Walker St. Burgaw, NC 28425
(910) 259-1467 P | 910-259-1574 F | 910-512-1270 C
adevane@pendercountync.gov

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Wes Stewart
DATE:	July 10, 2023
SUBJECT:	Approval of a Purchase Order to purchase replacement vehicles in the amount of $249,470

SUMMARY:
The Department of Social Services is requesting approval of two purchase orders for new vehicles. Due to 3 different car dealerships not being able to provide State contract rates, we had to go with other dealerships.

We have selected Hendrick of Wilmington as the vendor to purchase a Minivan. The Cost will be $45,665. Fairway could only offer an Expedition for $52,000.

We have also selected Fairway ford to purchase seven Ford Escapes for $29,115 each. They were the only response we received when requesting quotes.

This was approved in the FY 2023-2024 budget. All are replacement vehicles.

100-407403 Capital Outlay - Vehicle $249,470

ACTION REQUESTED:
Approval of Purchase Orders to purchase replacement vehicles in the amount of $249,470

Hendrick
CHRYSLER DODGE JEEP RAM FIAT
WILMINGTON

Date: 6/21/2023
Salesperson: Dania Flaverney
Manager: Dee Reynolds

FOR INTERNAL USE ONLY

BUSINESS NAME	Pender County	Home Phone :
CONTACT	Andy Devane	
Address :	,	Work Phone :
E-Mail :	adevane@pendercounty.nc	Cell Phone : (910) 512-1270

VEHICLE

Stock # : Q54147	New / Used : New	VIN : 2C4RC1BG5PR554147		Mileage: 2
Vehicle : 2023 Chrysler Pacifica		Color : BRT WHT CC		
Type : Touring L Front-Wheel Drive Passeng		RUCH53		
Body Size :	Style :	Weight : 0		Unit Class :

MSRP	47,510.00
RETAIL BONUS CASH	1,000.00
Discount	1,545.00
Adjusted Price	44,965.00
Dealer Administrative Charge	699.00
NC Temp Tag	1.00
Cash Deposit	.00
Balance	45,665.00

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Fairway Ford, Inc.
444 US Highway 117 South
PO Box 959
Burgaw, NC 28425

June 20, 2023

The quote requested for the 2024 Ford Expedition is below.

2024 Ford Expedition :

- 3.5L EcoBoost V6 Engine
- 10-Speed Automatic Transmission
- 102A Special Service Vehicle Pkg
- Ebony Cloth Front Bucket Seats / Vinyl Rear 40/20/40 Seat
- Air Conditioning
- Power Windows and Locks
- Cruise Control
- Pre-Collision Assist with Automatic Emergency Braking
- Platform Running Boards

Units equipped as above can be ***ordered*** for $52,395.00

Please do not hesitate to contact me if you have any questions or need any further details.

Respectfully Submitted,

Keith Batson
Financial Services Manager
Fairway Ford, Inc.
Burgaw, NC
Phone: (910) 259-2371
Fax: (910) 259-9638

Andy Devane

From: Andy Devane
Sent: Wednesday, May 31, 2023 9:30 AM
To: dnelms@ramclinton.com
Subject: RE: [External]RE: Pender County Request

Thanks

Andy Devane | Asset Manager
Pender County Finance Office
805 S. Walker St. Burgaw, NC 28425
(910) 259-1467 P | 910-259-1574 F | 910-512-1270 C
adevane@pendercountync.gov

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I do not have information on the 2024 model year at this time. I do know that allocations will be very low and pricing will be going up 30% or more. Check back late June. The trucks on the quote are built and shipped. Should be here July or August. They are the 2023 Pricing.

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adevane@pendercountync.gov

Fairway Ford, Inc.
444 US Highway 117 South
PO Box 959
Burgaw, NC 28425

June 20, 2023

The quote requested for the 2023 Ford Escape is below.

2023 Ford Escape :

- 1.5L EcoBoost Engine
- 8-Speed Automatic Transmission
- Ebony Cloth Seats
- Air Conditioning
- Power Windows and Locks
- Cruise Control
- Pre-Collision Assist with Automatic Emergency Braking

Units equipped as above can be ***ordered*** for $29,115.00

Please do not hesitate to contact me if you have any questions or need any further details.

Respectfully Submitted,

Keith Batson
Financial Services Manager
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Burgaw, NC
Phone: (910) 259-2371
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Andy Devane

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We are trying to get ahead for the new FY, and we are wondering how the 2024 models are looking as of ordering and lead times. We are going to try to get things pre-approved so we can move as fast as possible once the order boards open. Please review the attached list (basic options for all vehicles) and provide the best options to include pricing, possible order dates, lead times. Please let me know if you all have any questions. Also please send me the information on the 1500 police rated trucks as well.

Thanks

Andy Devane | Asset Manager
Pender County Finance Office
805 S. Walker St. Burgaw, NC 28425
(910) 259-1467 P | 910-259-1574 F | 910-512-1270 C
adevane@pendercountync.gov

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 10, 2023
SUBJECT:	Approval of a Purchase Order to Bill Carone Ford for a 2023 F-150 Truck in the amount of $48,744.

SUMMARY:
The Health Department is requesting approval of a purchase order in the amount of $48,744 to Bill Carone Ford to purchase a Ford F-150 Supercab 4x4 Truck for Environmental Health. Quotes for extended cab trucks were requested from Hendrick of Wilmington, Performance Ford of Clinton, Capital Chevrolet of Winston-Salem and Bill Carone Ford of Wallace. Two quotes were received and are attached. We have selected Bill Carone as the vendor to purchase the vehicle that was approved in the FY 2023-2024 budget. The quote received was $6,100 under the amount budgeted. The truck this vehicle replaces will be transferred to Mosquito Control to replace a truck that will be surplused.

900050-407403 Capital Outlay - Vehicle $48,744

ACTION REQUESTED:
Approval to authorize a purchase order to Bill Carone Ford for the purchase of a 2023 Ford F-150 Truck in the amount of $48,744.

KAN-001512 VA 9-NORMAL, NB, 201512, PA232 10441 *220230130 4291 ULC CERT CERT CERT U TRD R RAMP VA BUMP C CAMP BOOK EXFL ROTA 011674 1137/1470 1FTFX1ES4 PKD72813 NB FU13

Page 1 of 2

VEHICLE DESCRIPTION

F-150

PK D72813

2023 F-150 4X4 SUPERCAB
145" WHEELBASE
5.0L V8 ENGINE
ELEC TEN-SPEED AUTO W/TOW M

EXTERIOR
OXFORD WHITE
INTERIOR
DARK SLATE VINYL 40/20/40

ford.com

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HALOGEN HEADLAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- MANUAL FOLD POWER MIRRORS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR
- 4" PRODUCTIVITY SCREEN
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- AUTO HOLD
- CURVE CONTROL
- DYNAMIC HITCH ASSIST
- FAIL-SAFE COOLING SYSTEM
- FORDPASS CONNECT™ 4G HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MYKEY®
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTSHIFT®
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 101A	
•XL SERIES	
OPTIONAL EQUIPMENT/OTHER	
5.0L V8 ENGINE	2,395.00
265/70R 17 BSW ALL-TERRAIN	
3.31 RATIO REGULAR AXLE	NO CHARGE
7050# GVWR PACKAGE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
50 STATE EMISSIONS	NO CHARGE
AUTO START-STOP REMOVAL	- 50.00
TRAILER TOW PACKAGE	1,325.00
INTEGRATED TRAILER BRAKE CONT	
XL CHROME APPEARANCE PACKAGE	895.00
CHROME FRONT/REAR BUMPERS	
FOG LAMPS	
17" SILVER PAINTED ALUMINUM	
VINYL 40/20/40 FRONT SEAT	NO CHARGE
FLEX FUEL VEHICLE	

PRICE INFORMATION	(MSRP)
BASE PRICE	$42,995.00
TOTAL OPTIONS/OTHER	4,505.00
TOTAL VEHICLE & OPTIONS/OTHER	47,500.00
DESTINATION & DELIVERY	1,895.00
TOTAL BEFORE DISCOUNTS	49,395.00
XL DISCOUNT	- 750.00
XL DISCOUNT CHROME	- 500.00
TOTAL SAVINGS	- 1,250.00

RAMP ON: CH32

TOTAL MSRP $48,145.00

Ford Credit: Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

PA232 N RB 2X 330 001512 01 23 23

EPA DOT Fuel Economy and Environment

E85 Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Fuel Economy

18 MPG combined city/hwy — 16 city, 22 highway, 5.6 gallons per 100 miles

Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 132 MPGe. Values are based on gasoline and do not reflect performance and ratings based on E85.

Driving Range: Gasoline 430 miles; Ethanol (E85) 335 miles

You spend **$4,250** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $2,450

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 4 (1 – 10, Best)

Smog Rating (tailpipe only): 6 (1 – 10, Best)

This vehicle emits 486 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.95 per gallon. This is a dual fueled automobile. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Smartphone QR Code

fueleconomy.gov
Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	★★★★
	Passenger	★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	★★★★★
	Rear seat	★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

1FTFX1E54PKD72813

45 YEARS BUILT FORD TOUGH F-SERIES AMERICA'S BEST SELLING TRUCK*

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977–2021 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular network/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

FORD PROTECT Continued Service Plan

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

⚠ WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FTFX1E54PKD72813 TO 40020

Msg & Data rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/

Bill Carone
CHEVROLET • GMC • BUICK • FORD
Carlton Lanier
Sales Consultant
5099 US 117 N
Wallace, NC 28466
Phone (910) 285-7151
Cell (910) 290-0126
Carlton@BillCaroneCars.com

06/22/2023

2202301304291

BILL CARONE
CHEVROLET-GMC-BUICK
OFFER TO PURCHASE

5099 Hwy 177 N
Wallace, NC 28466
910-285-7151

Salesman: CL

Stock: PKD72813 (1) NC License #: _____ (2) NC License #: _____ Date: 6-22-23

(1) Name: _____ SSN: _____ Birthdate: _____

(2) Name: Pender Co. SSN: _____ Birthdate: _____

Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Business Phone: _____ Email Address: _____

I DESIRE TO PURCHASE THIS AUTOMOBILE:

(New) / Used Body: Crew Year: 2023 Make: Ford Model: F-150 4X4

Trans: Auto Color: White Miles: _____ Key#: _____

VIN NO. 1FTFX1E54PKD72813

No Tax or Tags Included

EQUIPMENT

Selling Price:	$	48145.00
Trade-In Allowance	$	
Taxable Trade Diff	$	
DOC	$	599.00
N.C. Hwy Tax	$	
Title/License Fee	$	
Subtotal	$	
Lien Payoff	$	
Rebate	$	
Cash Down Payment	$	
Extended Warranty	$	
Balance Due	$	48744.00
Total To Finance	$	

INSURANCE INFORMATION

Ins. Co: _____
Ins. Agent: _____
Address: _____ Effective Date: _____
Phone#: _____ Comp: _____
Policy#: _____ Collision: _____
Contact Person: _____ Deductible: _____

TAG INFORMATION

License: _____ Exp: _____ Sticker: _____

TRADE INFORMATION

Year: _____ Vin: _____
Make/Model: _____ Body: _____
Color: _____ Miles: _____

PAYOFF INFORMATION

Bank: _____ Acct#: _____
Address _____
Amount: _____ Good Until: _____
XXX: _____ Phone: _____
Acct. Handled: _____ How Much Per Day: _____
Contact Person: _____
XXLien Info: _____

I certify that I am at least 18 years of age.
I hereby authorize a credit investigation and its understood that this information will be held in the strictest of confidence.

Manager Approval: _____

Customer Signature: _____

Bill Carone
CHEVROLET • GMC • BUICK • FORD
Carlton Lanier
Sales Consultant
5099 US 117 N
Wallace, NC 28466
Phone (910) 285-7151
Cell (910) 290-0126
Carlton@BillCaroneCars.com

Donna Ramos

From: Andy Devane
Sent: Thursday, June 22, 2023 1:26 PM
To: Donna Ramos
Subject: FW: [External]2023 Ford F-150
Attachments: Image (298).jpg; Image (297).jpg

Please review and let me know.

Andy Devane | Asset Manager
Pender County Finance Office
805 S. Walker St. Burgaw, NC 28425
(910) 259-1467 P | 910-259-1574 F | 910-512-1270 C
adevane@pendercountync.gov

From: carlton@billcaronecars.com <carlton@billcaronecars.com>
Sent: Thursday, June 22, 2023 11:35 AM
To: Andy Devane <adevane@pendercountync.gov>
Subject: [External]2023 Ford F-150

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.

Andy

Here is the quote on the Ford F-150.

Thanks
Carlton

Andy Devane

From: Andy Devane
Sent: Wednesday, May 31, 2023 9:30 AM
To: dnelms@ramclinton.com
Subject: RE: [External]RE: Pender County Request

Thanks

Andy Devane | Asset Manager
Pender County Finance Office
805 S. Walker St. Burgaw, NC 28425
(910) 259-1467 P | 910-259-1574 F | 910-512-1270 C
adevane@pendercountync.gov

From: dnelms@ramclinton.com <dnelms@ramclinton.com>
Sent: Wednesday, May 31, 2023 9:30 AM
To: Andy Devane <adevane@pendercountync.gov>
Cc: Angela Miller <amiller@pendercountync.gov>; Margaret Blue <mblue@pendercountync.gov>; Carlton Colvin <ccolvin@pendercountync.gov>; Jeremy M. Drummond <jdrummond@pendercountync.gov>
Subject: [External]RE: Pender County Request

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I will gather this information and get it you by tomorrow morning.

Thank You
Dianne

Dianne Nelms
Government Sales
Performance Ford
213 Southeast Blvd
Clinton, North Carolina 28328
(910) 214-2956 Cell
dnelms@ramclinton.com
WWW.PERFORMANCEPOLICE.COM

From: Andy Devane <adevane@pendercountync.gov>
Sent: Wednesday, May 31, 2023 8:38 AM
To: ahill@performancecdjr.com; dnelms@ramclinton.com
Cc: Angela Miller <amiller@pendercountync.gov>; Margaret Blue <mblue@pendercountync.gov>; Carlton Colvin <ccolvin@pendercountync.gov>; Jeremy M. Drummond <jdrummond@pendercountync.gov>
Subject: Pender County Request

Good morning,

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adevane@pendercountync.gov



Hendrick
CHRYSLER DODGE JEEP RAM FIAT
WILMINGTON

Date: 6/21/2023
Salesperson: Dania Flaverney
Manager: Dee Reynolds

FOR INTERNAL USE ONLY

BUSINESS NAME: Pender County
CONTACT: Andy Devane
Home Phone :
Address : ,
Work Phone :
E-Mail : adevane@pendercounty.nc
Cell Phone : (910) 512-1270

VEHICLE

Stock # : Q25316 New / Used : New VIN : 1C6RRFFG8PN525316 Mileage: 2
Vehicle : 2023 RAM 1500 Color : BRT WHT CC
Type : Big Horn/Lone Star 4x4 Crew Cab 144 DT6H98
Body Size : Style : Weight : 0 Unit Class :

MSRP	55,325.00
Discount	3,500.00
Adjusted Price	51,825.00
Door Edge Guards	299.00
Bed Liner Spray In	699.00
Total Purchase	52,823.00
Dealer Administrative Charge	699.00
NC Temp Tag	1.00
Cash Deposit	.00
Balance	53,523.00

"This offer is based on incentives, rates and other conditions that may expire at any time without notice. All offers are subject to vehicle availability, lender's credit approval and lender's other requirements."

Andy Devane

From: Rod Mitchell <Rod.Mitchell@capitalchevroletnc.com>
Sent: Wednesday, May 31, 2023 8:48 AM
To: Andy Devane
Cc: Margaret Blue; Angela Miller; Jeremy M. Drummond; Carlton Colvin
Subject: [External]RE: Pender County Request
Attachments: Spare 2023 CK10543 Silverado Crew Cab 9C1.xlsx

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I do not have information on the 2024 model year at this time. I do know that allocations will be very low and pricing will be going up 30% or more. Check back late June. The trucks on the quote are built and shipped. Should be here July or August. They are the 2023 Pricing.

From: Andy Devane <adevane@pendercountync.gov>
Sent: Wednesday, May 31, 2023 8:40 AM
To: Rod Mitchell <Rod.Mitchell@capitalchevroletnc.com>
Cc: Margaret Blue <mblue@pendercountync.gov>; Angela Miller <amiller@pendercountync.gov>; Jeremy M. Drummond <jdrummond@pendercountync.gov>; Carlton Colvin <ccolvin@pendercountync.gov>
Subject: Pender County Request

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(910) 259-1467 P | 910-259-1574 F | 910-512-1270 C
adevane@pendercountync.gov

Pender County
Consideration of Approval of a Contract for Construction of Picnic Shelter/Restroom at Penderlea Park

TO:	Board of County Commissioners
FROM:	Zach White, Dee Turner
DATE:	July 10, 2023
SUBJECT:	Consideration of Approval of a Contract for Construction of Picnic Shelter/Restroom at Penderlea Park

SUMMARY:
Penderlea Park, located on the historic Penderlea School grounds, has been transforming into well used public amenity for the citizens in northwest Pender County. Following the guidance provided in the Comprehensive Master Plan produced for Parks and Recreation in 2022, a restroom facility as well as a covered picnic shelter are necessary elements for the Park. County Staff procured a design firm to create construction drawings which went through several design iterations. Once complete the County published a RFP for the construction of the new building on 5/12/2023.

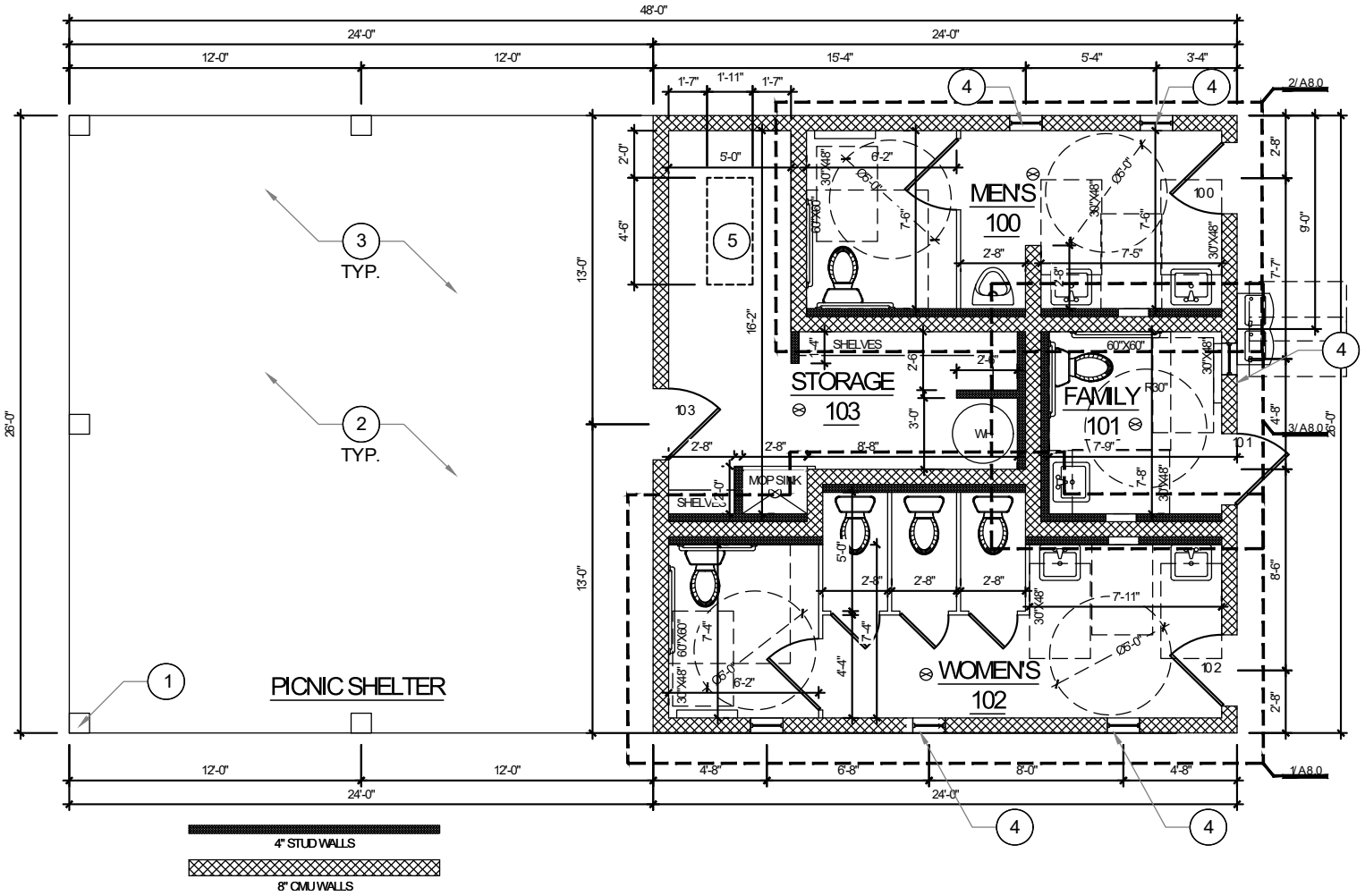
The response to the RFP was fairly robust and 5 proposals were received. 3 of the proposals were reasonable and very close to one another. The lowest bid was $275,500 and the highest bid was $390,863. Based on results of the scoring committee, County Staff would like to recommend Carolina Bay Construction & Maintenance LLC, whose bid was $280,200. The County did not request any contingency amount to be included with the RFP but County Staff strongly feels a small contingency would benefit the project and is including 5% with this request for approval.

ACTION REQUESTED:
Approve a contract and subsequent Purchase Order with Carolina Bay Construction and Maintenance, LLC in the amount of $280,200.00, to be paid from account #60-407460-6031. In addition, please approve the attached Budget Ordinance Amendment to fully fund the project.

Penderlea Park

RESTROOM & PICNIC SHELTER

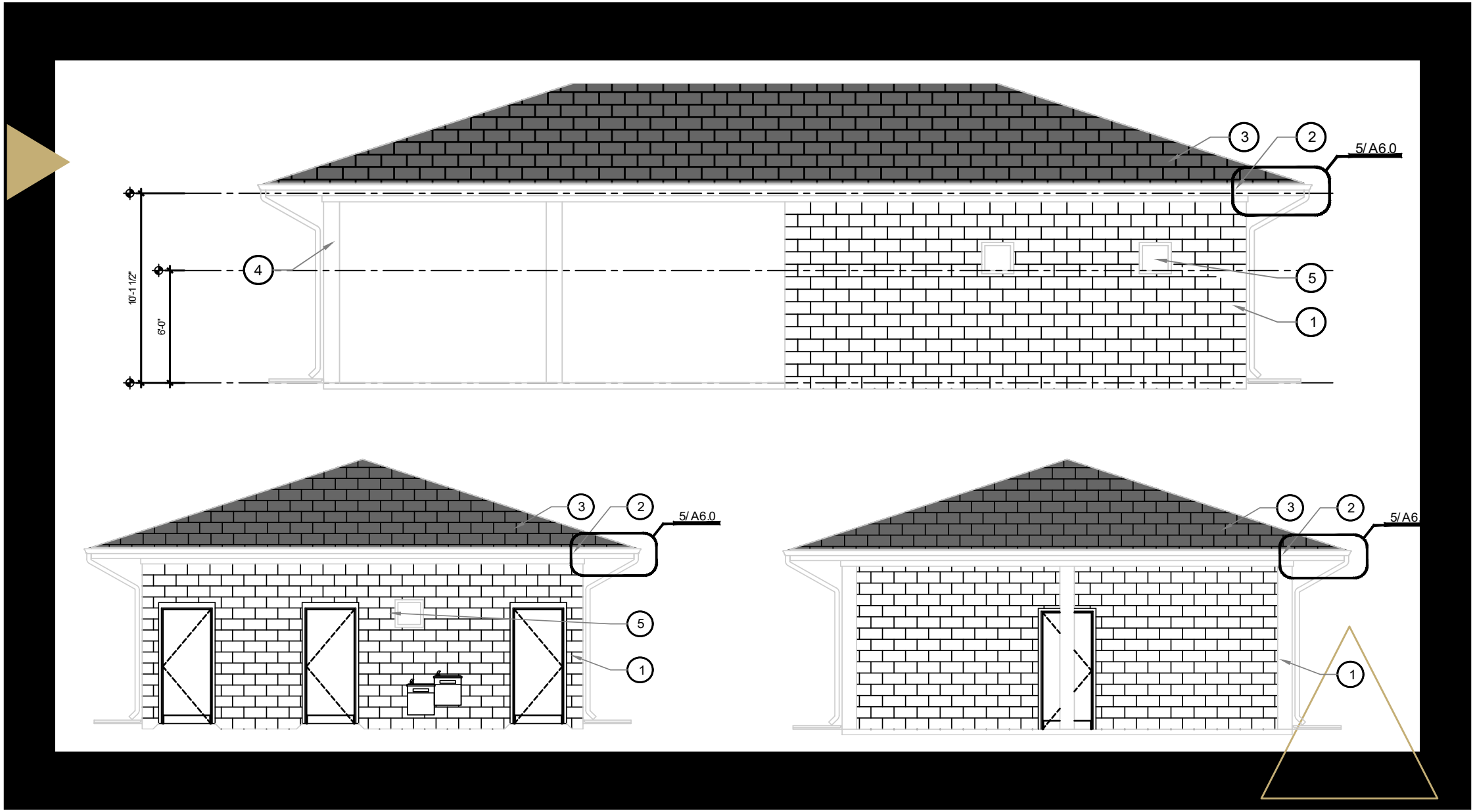


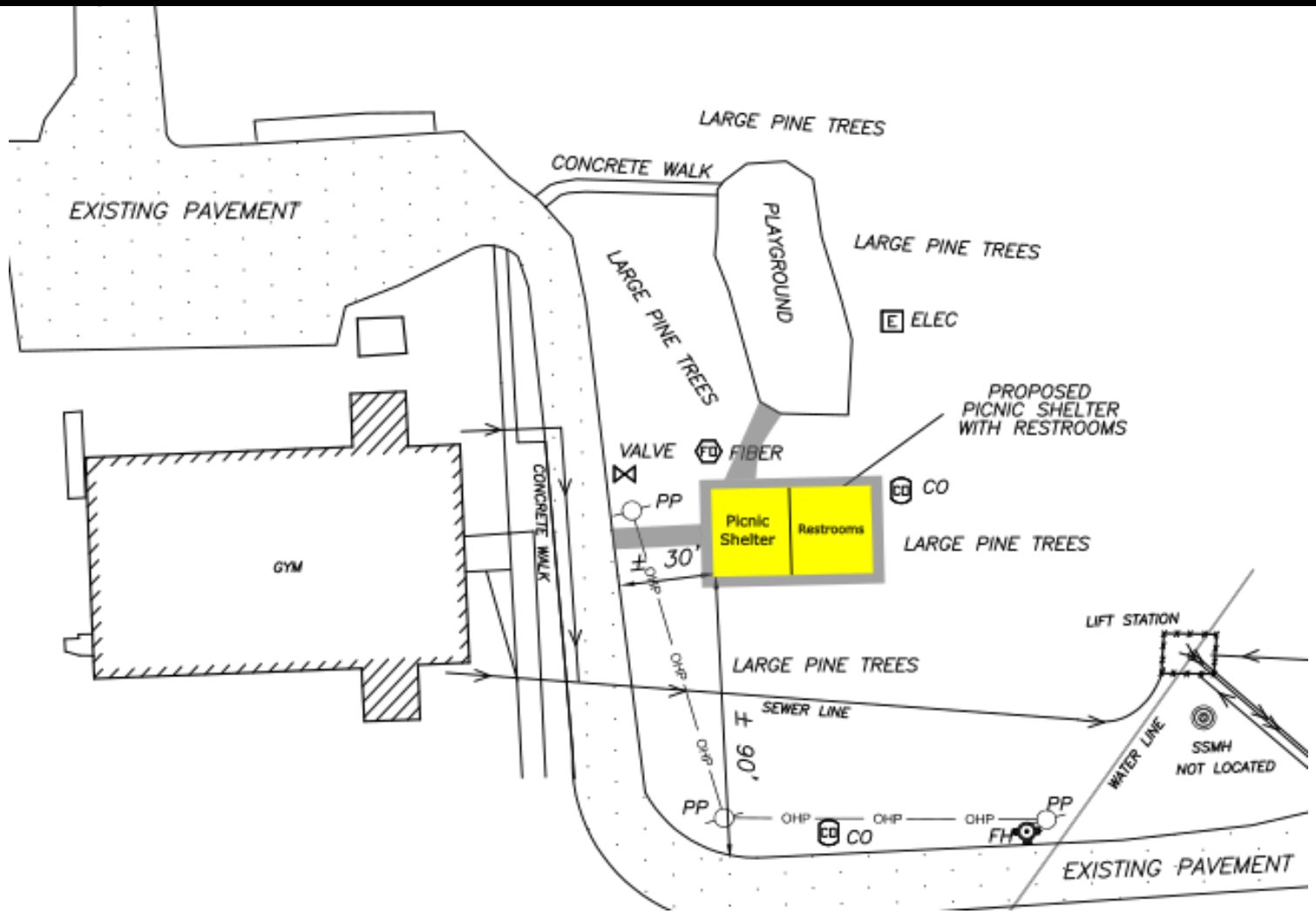


HEATED SQUARE FOOTAGE	
First Floor	563
Basement	0000
TOTAL HEATED	563
UNHTD SQUARE FOOTAGE	
Garage	0000
Front Porch	0000
Rear Porch	0000
Basement Patio	0000
Picnic Shelter	624
TOTAL UNHEATED	624
TOTAL SQ FT	1187

NOTE:
ALL EXTERIOR WALLS ARE NOMINAL 8" CMU

NOTE:
ALL INTERIOR WALLS ARE NOMINAL 4" UNO


3
2
5/A6.0
4
5
1
10'-11/2"
6'-0"
3
2
5/A6.0
5
1
3
2
5/A6
1


LARGE PINE TREES
CONCRETE WALK
EXISTING PAVEMENT
PLAYGROUND
LARGE PINE TREES
LARGE PINE TREES
E ELEC
PROPOSED
PICNIC SHELTER
WITH RESTROOMS
VALVE
FO FIBER
CO
PP
Picnic Shelter
Restrooms
LARGE PINE TREES
30'
GYM
CONCRETE WALK
OHP
LIFT STATION
LARGE PINE TREES
SEWER LINE
90'
WATER LINE
SSMH
NOT LOCATED
PP
OHP
OHP
OHP
PP
CO
FH
EXISTING PAVEMENT

REQUEST FOR PROPOSALS

Park Restroom Facility/Picnic Shelter

RFP # 23-251

Issued: May 12, 2023
Recommended Site Tour: May 22, 2023 @ 9am
Deadlines for Questions: May 26, 2026 @ 2pm
Sealed Proposals Due: June 2, 2023 @ 2pm

Trisha Newton, Purchasing Manager

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

910.259.1281 ● Purchasing@pendercountync.gov

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SITE TOUR AND QUESTIONS 5
PROPOSAL SUBMISSION 5
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RFP PROVISIONS 7
TERMS AND CONDITIONS 9

GENERAL INFORMATION

Pender County Government is seeking proposals from experienced licensed firms to construct a Park Restroom Facility and Picnic Shelter at Penderlea Community Park.

The Penderlea Community Park was once the location of the historic Penderlea School. The historic buildings provide users with athletic, cultural, and educational opportunities through the use of the indoor gym, a 782 seat auditorium, and classroom space. The surrounding open space provides opportunities for other forms of recreation.

In 2022, the County conducted a Master Plan for the park and has been steadily making the recommendations provided by the plan a reality. Recently, a playground was constructed in the open space in front of the gymnasium. A critical component of the Master Plan is a restroom facility and picnic shelter. This project will complete this vital component of the park.

Pender County is soliciting proposals from Licensed General Contractors to construct a new restroom/picnic shelter facility at the Penderlea Community Park located at 220 C.R. Dillard Rd., Willard, NC 28478. The new facility will be located between the gymnasium and auditorium and will feature a sidewalk that encompasses the new building and connects to the drive in front of the gymnasium as well as the playground. One half of the structure will consist of 3 restroom areas and a storage room and the other half will be an open picnic shelter with lighting.

SCHEDULE

Advertisement of RFP	May 12, 2023
Recommended Site Meeting	May 22, 2023 at 9:00am (Rain date May 24th at 9:00am)
Deadline for Questions	May 26, 2023 by 2:00pm
Deadline for receipt of Proposals	**June 2, 2023 by 2:00pm**
Interviews (if needed)	June 5-9, 2023
Board of Commissioners Meeting	June 19, 2023
Desired Completion	End of September/beginning of October 2023

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

OVERVIEW

The Penderlea Community Park was once the location of the historic Penderlea School. The historic buildings provide users with athletic, cultural, and educational opportunities through the use of the indoor gym, a 782 seat auditorium, and classroom space. The surrounding open space provides opportunities for other forms of recreation.

In 2022, the County conducted a Master Plan for the park and has been steadily making the recommendations provided by the plan a reality. Recently, a playground was constructed in the open space in front of the gymnasium. A critical component of the Master Plan is a restroom facility and picnic shelter. This project will complete this vital component of the park.

This new facility will be constructed on a monolithic slab-on-grade and will utilize decorative, split-faced block for the primary structure. The roof system will be engineered trusses, which are already designed and will be shared with the winning bidder upon selection. A metal roof will ensure many decades of service and the vinyl and aluminum clad soffits and fascia will require little with regards to maintenance. The restrooms of the facility will feature solid plastic privacy partitions and high quality fixtures accommodating the needs for men, women and families who visit the park.

There are utility connection points very near the proposed building site including an electric transformer, water supply lines and a drain line. It will be the responsibility of the selected contractor to verify the usability of the existing utilities and include pricing for any necessary modifications or additions to the utilities for the completion of this project. There will be a **recommended** pre-bid meeting at the site so that these connection points are fully understood. Please note the date and time of the meeting in the *schedule* section of this RFP.

The park will remain open during construction and the selected bidder will be required to provide site safety measures, such as temporary safety fencing around the work site. It is also expected that the

contractor will provide temporary power and a temporary toilet during construction all located within the safety fencing. The General Contractor will be responsible for all actions of their direct staff as well as all subcontractors and vendors. It is expected that all workers will respect the facility and visitors to the park and behave in a professional manner at all times.

A full set of plans, plot plan and specification sheet are available via email upon request. Please send requests to the County Project Manager at CMOProjectManager@pendercountync.gov.

SCOPE OF WORK

The selected licensed GC will provide a turnkey proposal for completion of the project including but not limited to:

1. All required insurance policies to be maintained throughout the project
2. All required permitting
3. Any required temporary site modifications and amenities, such as portable toilet, security fencing, and signage
4. Site work
5. Waste removal during construction and daily cleanup of site – including magnetic sweeping of driveway to ensure no tire damage occurs
6. Construction of building and all required inspections
7. Landscaping (use allowance value of $5000)
8. Certificate of Occupancy
9. Final cleaning of building, inside and out and site
10. Warranty of materials and labor of not less than 1 year
11. Materials or equipment supplied with a warranty greater than 1 year shall be guaranteed for the duration of that warranty, including replacement labor costs, at no cost to the owner.
12. Submittals of all materials and equipment where applicable

ADDITIONAL REQUIREMENTS

Contract: This RFP will result in a contract for services provided to Pender County. The awarded Proposer shall provide the County with a sample contract which can be revised by the County's legal department as needed. The contract shall provide a termination clause in which the County reserves the right to terminate the contract immediately with cause or with ninety days prior written notice without cause.

Insurance: Provide a copy of a certificate of insurance identifying current levels of professional liability insurance. Upon award, Pender County must be added as an additional named insured.

License: Include a copy of the applicable NC General Contractors License(s) with the proposal.

SITE TOUR AND QUESTIONS

An optional site tour will be held on May 22, 2023 at 9:00am (Rain date May 24th at 9:00am). Questions on this project should be emailed to purchasing@pendercountync.gov no later than May 25, 2023 at 2pm. All questions will be answered in the form of an Addendum as soon as possible.

PROPOSAL SUBMISSION

Proposals shall include the following:

1. **Introduction:** Description of the professional qualifications of the firm and staff proposed for the assessment services. Clearly indicate each staff members' role in the project. Include information about the firm's professional registration in North Carolina.

2. **Work Plan:** A detailed description of the services to be provided and schedule of estimated timeframes for implementation/provision of those services.

3. **References:** A brief description of at least 3-5 projects that are similar in scope and size. For each project listed, include the name of the entity and the name and contact information for personnel who would be familiar with the work performed. Preference is to list similar North Carolina projects first.

4. **Fee Schedule:** Breakdown of potential fixed and/or variable costs to be incurred for these services, with a total price for completion of this contract.

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

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

Proposals are due on or before 2:00 pm on June 2, 2023. The submittal package should be clearly marked "RFP # 23-251 Park Restroom Facility/Picnic Shelter" and identify the company submitting the proposal. Proposals shall be addressed to the attention of Trisha Newton, Purchasing Manager at the one of the following addresses:

By Mail:	**In Person / By Courier:**	**By email:**
Pender County Purchasing Attn: Trisha Newton PO Box 1578 Burgaw, NC 28425 **Mark Envelope:** RFP # 23-251 Park Restroom Facility/ Picnic Shelter	Pender County Purchasing Attn: Trisha Newton 805 S. Walker St. Burgaw, NC 28425 **Mark Envelope:** RFP # 23-251 Park Restroom Facility/ Picnic Shelter	Purchasing @pendercountync.gov **Mark Envelope:** RFP # 23-251 Park Restroom Facility/ Picnic Shelter

All responses submitted become the property of the Pender County Government. Submitting a proposal in response to this RFP does not commit Pender County to award a contract or pay any costs incurred in the preparation, or travel to Pender County. The County will not consider late proposals or be liable for misdirected mail/packages. Additionally, the County reserves the right to cancel this Request for Proposal in part or in its entirety, waive minor defects or reject any/all Proposals. **Pender County encourages all qualified businesses, including DBE, Minority, and Women owned businesses to respond to this RFP.**

EVALUATION AND SELECTION

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

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

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

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

RFP PROVISIONS

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

1. Services performed shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this RFP.

2. The County reserves the right to amend, at any time, any part of this RFP upon written notification to Proposers; and to change any of the scheduled dates, including the Proposal due date. All changes will become part of this RFP and will be incorporated into the agreement entered into between the County and the Proposer.

3. Proposals should be prepared providing a straightforward description of the vendor's ability to meet the requirements of this RFP. Responses should be concise and understandable by a "non-technical" audience.

4. The County is not liable for any costs or expenses incurred by the Proposers in the preparation of their Proposals or submissions related to this RFP.

5. By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and is capable of providing and performing quality work to achieve the County objectives.

6. The Proposer accepts full responsibility for assuring the prompt and timely submission of the Proposal. The County will make no allowances for late delivery of mail. The Proposal may be hand-delivered or by courier to the physical location specified in the "**SCHEDULE**" section.

7. If a Proposer requires to take exception to any part of the specifications of this RFP, please include a letter stating any exceptions along with a thorough explanation. All exceptions will be taken into consideration when evaluating and scoring Proposals.

8. The County reserves the right to reject any or all Proposals received or to negotiate separately with competing Proposers to this RFP and to award a contract based on services other than those set forth in this RFP. After reviewing the Proposals, the County may elect to withdraw the RFP, make changes, waive technicalities, and issue a modified RFP in any part thereof deemed to be in the best interest of the County.

9. No assignment of the resulting contract may take place without the express written permission from the County. This includes assignment or sale of the Proposer to another institution.

11. The Proposer will assume responsibility for all services offered, whether provided by the Proposer or a subcontractor. The Proposer will identify any subcontractors in its Proposal by providing a list as an attachment to the RFP. The County will consider the Proposer to be the sole point of contact for contractual matters including payment of any and all charges resulting from the cost of any contract. The County reserves the right to approve or reject any subcontractor prior to use. All references to Proposer requirements throughout this RFP include subcontractors. If at any time the County determines that any subcontractor is incompetent or undesirable, the County shall notify the successful firm accordingly, and the successful firm shall take immediate steps for cancellation of the subcontract and replacement. Nothing contained in any contract resulting from this RFP shall create any contractual relationship between any subcontractor and the County of Pender.

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

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

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

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

TERMS AND CONDITIONS

In addition to the RFP Provisions above, the County requires adherence to the general purchase order Terms & Conditions that can be found at: http://www.pendercountync.gov/vendortermsandconditons/ . All M/WBE and HUB are encouraged to respond.

Other Terms & Conditions as they apply are:

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

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

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

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

-END-

Pender County Purchasing Bid Tabulation

RFQ #:	23-251		Date:	6/2/2023	
RFQ for:	Penderlea Bathroom				
Committee:	Buddy, Sarah, Josh & Trisha				

		Carolina Bay		Speight		Cook		IMEC		Cindarella	
	Scale	Points	Comments	Points	Comments	Points	Comments	Points	Comments	Points	Comments
Completeness of Proposal	15	15	Everything we asked and more	3	submitted price, nothing more	3.6	submitted price + proposal form	12	fairly complete	1	single page with a price on it, only emailed
Experience with Similar Contracts	5	5	several jobs listed	0	nothing listed	0	nothing listed	5	jobs & references	0	nothing listed
On time	5	5		0		0		0	not mentioned	0	
Within Budget	5	5		0		0		0	not mentioned	0	
Cost/Price Structure	45	39.6	reasonable, well outlined	45	low bid	40	reasonable, 2nd least responsive	5	way above reasonable	0	out of ballpark
References (5pts per referrence)	25	25	all 5	3.3	none listed, staff gave verbal reference on his behalf	0	none listed	15	3 listed	0	none listed
Total	100	94.6		51.3		43.6		37		1	

Monday, June 26, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2023-2024

Department 665 - PARKS & RECREATIONAL DEPARTMT

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-397000-6031	Contribution from Gen Fund	201810
2	695-399000	Gen Fund Bal Appropriated	51810
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-407460-6031	Construction	201810
2	665-409010	Transf to Cap Imp Fund	-150000
3	695-490000	Transfer to CIP	201810
4			
5			
6			
7			
8			
9			
10			

Total Revenues 253620 **Total Expenditures** 253620

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller **Email** bavery@pendercountync.gov

Pender County
Update on Changes at Abbey Nature Park & Consideration of Amended Lease Agreement and Capital Project Documents for construction of Abbey Nature Park

TO:	Board of County Commissioners
FROM:	Buddy Avery, Zach White, Dee Turner
DATE:	July 10, 2023
SUBJECT:	Update on Changes at Abbey Nature Park & Consideration of Amended Lease Agreement and Capital Project Documents for construction of Abbey Nature Park

SUMMARY:
Abbey Nature Preserve is a County park located off Highway 17 just north of the Pender-New Hanover County line. A portion of Abbey Nature Preserve is covered by a conservation easement and a portion is privately owned by Mungo Homes. Mungo Homes is preparing for development activities on the portion of the land that was previously zoned and approved for development. The development project is a "by right" development, meaning no rezoning or additional zoning approvals are required for the project to commence development activities.

County Staff has been in negotiations with Mungo Homes to establish a dedicated public park that will serve as a permanent park facility with an access point to the existing trail system and to provide a temporary park access point during the construction phase. County Staff will provide an update to the Board as public information on the changes that are coming to Abbey Nature Preserve, and will request approval of an amended lease agreement related to the temporary park access, a Capital Project Budget Ordinance, and a Budget Ordinance Amendment as attached in the agenda packet.

The Capital Project Budget Ordinance and Budget Ordinance Amendment establish the project accounting only and do not appropriate funds. Any funds that would be expended out of this account will be subject to approval by the Board of County Commissioners and would be presented at a future Board meeting for the Board's consideration.

ACTION REQUESTED:
Approval of Amended Lease Agreement, Capital Project Budget Ordinance, and Budget Ordinance Amendment in the amount of $360,000.00 to 60-407460-6029.

Update on Changes Coming to Abbey Nature Preserve



Patrick Buffkin, Staff Attorney

Pender County

July 10, 2023

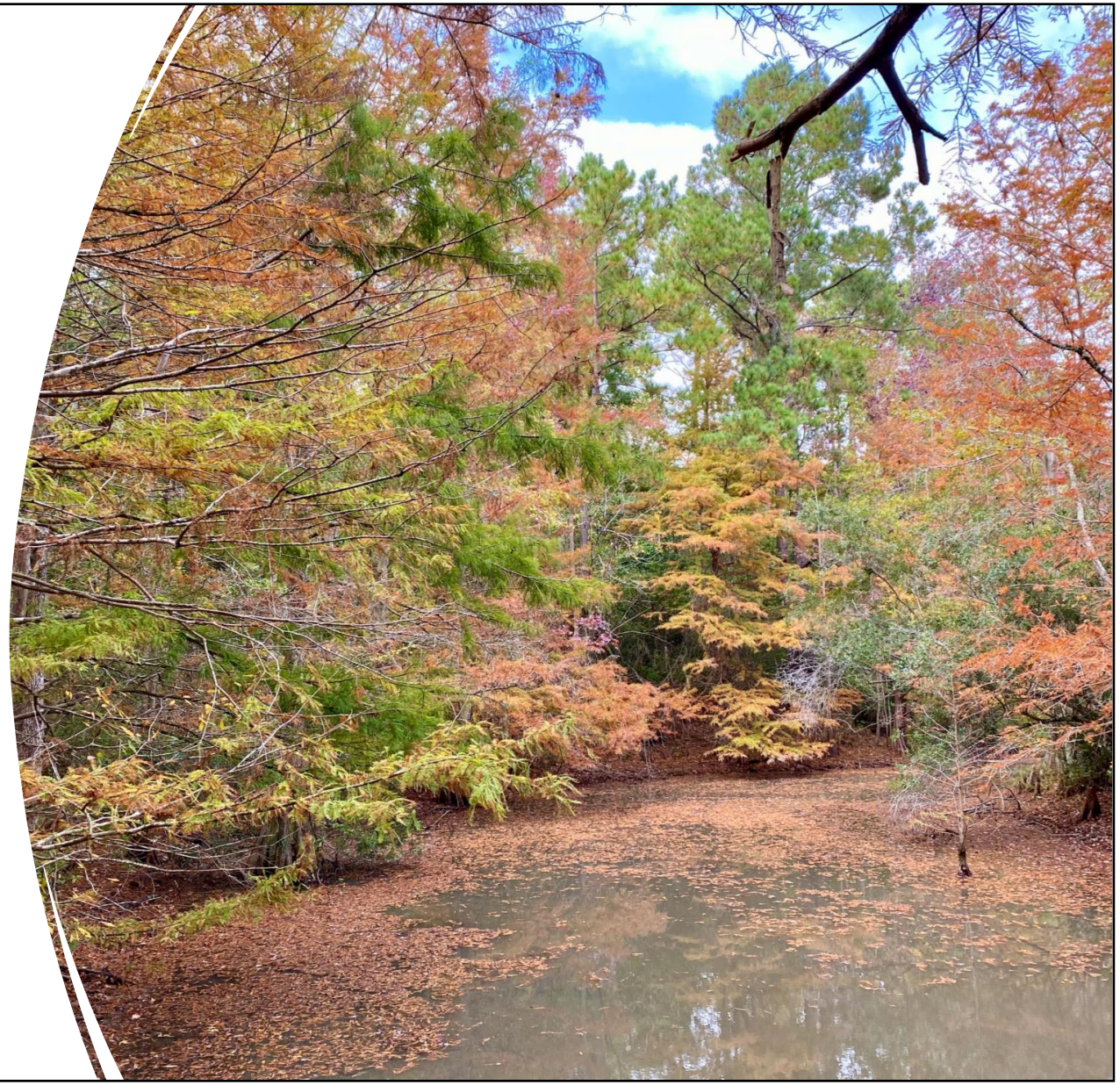
Background & History

- “Abbey Nature Preserve” is regarded as a well-loved county park, located off Hwy17, just north of the Pender-New Hanover County line
  - Host to a dense hardwood forest and a small pond with cypress trees and wildlife and hiking trails throughout
  - Recognized as a special place and an environmentally unique place
- Previously under the ownership of the Foy family, part of the property is subject to a conservation easement.
- Entire property sold to Clayton Properties Group (“Mungo Homes”) and a portion leased to County
  - Conservation property cannot be developed
  - Part zoned “RP: Residential Performance”
- Current park access is “temporary” under a lease agreement with Mungo Homes



What brings us here tonight?

- Mungo Homes is prepared to begin development of the “RP” portion of the property.
- County Manager’s challenge to Staff:
    1. Ensure that Abbey Nature Preserve remains open to the public
    2. Establish a modern, permanent park facility
    3. Protect as much of the property features as possible
    4. Find cost savings to reduce impact to County budget
- County Staff has been working toward these goals and is here to report on progress.



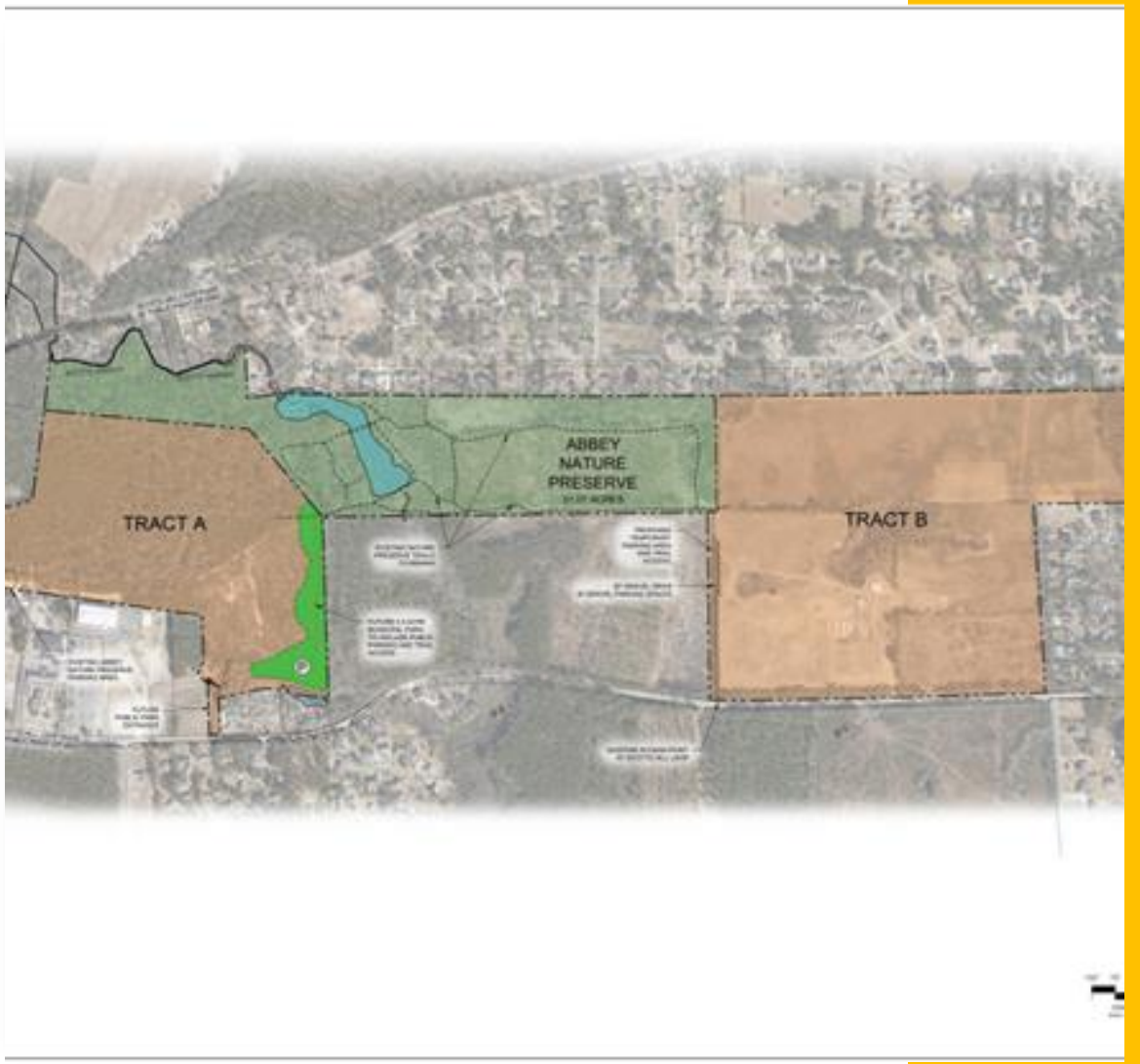
Report on Project Status

- County Staff has reached agreement with Mungo Homes on plans that achieve all 4 of the Manager's goals:
  - ✓ Ensure that Abbey Nature Preserve remains open to the public
  - ✓ Establish a modern, permanent park facility
  - ✓ Protect as much of the property features as possible
  - ✓ Find cost savings to reduce impact to County budget
- Reaching this point required an understanding of the development timeline, scope of development activities, and needs for the park users



Estimated Development Timeline

- June 30, 2023: Existing farming lease on Tract B ends; land becomes available for temporary park access. Work begins on temporary park access, continuing through fall.
- September/October 2023: Land clearing and site work begins on Tract A; coordinated site work for permanent park facility. Current park entrance closes; safety fencing installed
- Late 2023 – 2024: Land clearing and site work completed; construction work begins; site preparation for permanent park facility completed.
- Late 2024/early2025: Potential for construction work for permanent park facility underway.
- 2025/2026: home construction and permanent park completed.





Before and During the Construction Phase…

- Public Safety is the top priority:
  - Current Park entrance closed to avoid conflicts with construction traffic
  - Safety fencing installed on Tract A/conservation property boundary to provide a safe work zone
  - Signage goes up to direct traffic to Scotts Hill Loop Rd. temporary park entrance
- Parks Department Staff engages in public information effort to inform and explain the changes coming
- Temporary Park access is established to ensure uninterrupted access to the nature park, including gravel drive, parking lot, portable toilets, and mulched walking path to connect with trail network

Concept Plan for Future Park Access



- County receives ownership of conservation property and approx. 5.3-acre parcel for permanent nature park access facility.
  - Mungo will clear, grade, and install utilities for construction of park facility – no cost to County budget
  - Mungo donates the land
- Park Facility potential features:
  - Pavilion and restrooms
  - Main path (paved)
  - Parking for 64 cars
  - Childrens Playground
  - Stormwater Pond
  - Wildflower meadow
  - Connection to Nature Preserve hiking trails
  - Park Entry drive and turnaround
- Full Proposal and construction documents to be brought to BOCC at later date





PARK PAVILION AND RESTROOMS



TO INCORPORATE MORE NATURE BASED PLAY REFLECTIVE OF THE NATURAL ENVIRONMENT OF
RECYCLED WOOD STRUCTURES FOR CLIMBING, NATURAL SLIDES BUILT INTO HILLS

In Summary

- ✓Ensure that Abbey Nature Preserve remains open to the public
  - ✓Temporary Park Access Established before site work begins
  - ✓Public Safety Maintained
- ✓Establish a modern, permanent park facility
  - ✓Concept plan and visioning underway
  - ✓Future approvals and budgeting
- ✓Protect as much of the property features as possible
  - ✓County ownership of conservation property
  - ✓Encouragement to protect trees
- ✓Find cost savings to reduce impact to County budget
  - ✓Conservation property and permanent park access site donated to County
  - ✓Temporary park access land and site improvements donated to County
  - ✓“Construction-ready” permanent park site work provided by Mungo

For Board Consideration:

- Amended Lease Agreement to secure County access to temporary park entrance
- Project Budget Ordinance for fiscal compliance
- Budget Ordinance Amendment for accounting purposes
- Future: additional legal documents and appropriation proposals for Board consideration

Questions?

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made this ___ day of _____, 2023, by and between Clayton Properties Group, Inc., d/b/a Mungo Homes, a Tennessee corporation (the "Lessor"), and Pender County, North Carolina, a body politic and a subdivision of the State of North Carolina (the "Lessee"). Lessor and Lessee may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. Lessor and Lessee are parties to that certain Lease Agreement dated July 11, 2022, wherein the Lessor agreed to lease certain real property described in Exhibit A attached to the Lease Agreement (the "Lease Agreement");

B. Lessor and Lessee desire to amend the Lease Agreement by revising the real property that is subject to the Lease Agreement and by revising the Term of the Lease Agreement, as more particularly described in this Amendment.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, and those terms and conditions of the Lease Agreement that continue and are not altered by this Amendment, the Parties agree as follows:

1. The "Leased Premises," as defined in the Lease Agreement is revised by amending and replacing the description of the Leased Premises with the following:

   "Leased Premises" means that certain real property located in Pender County, North Carolina, and more particularly identified as follows: "(a) the 31.07 acres shown as the Abbey Nature Preserve, (b) the "Proposed Temporary Parking Area and Trail Access", and (c) "the 20' Gravel Drive w/ 40 Gravel Parking Spaces," and depicted on the attached Exhibit A"

2. The Parties acknowledge and agree that the Lessor will install, at Lessor's sole expense, on the Leased Premises a 20' wide gravel drive with access from Scott's

Hill Loop Rd. and gravel parking lot sufficient for 40 parking spaces, space for portable toilets, fencing along the drive and parking lot, and a mulched walking path that connects with the existing trails at the Southeastern corner of the Abbey Nature Preserve property, and take such commercially reasonable steps to ensure that the construction and maintenance of the improvements described in this paragraph are permitted and in compliance with all applicable local, state, and federal regulations, so that these improvements will provide a suitable temporary access for the general public to visit the Abbey Nature Preserve; and further, that the Lessor will complete the work required by this paragraph prior to closing the current drive and parking lot off of Hwy 17 which is depicted on Exhibit A to this Lease Amendment as "existing Abbey Nature Preserve Parking Area."

3. Paragraph 3 of the Lease Agreement is amended and revised as follows:

   "The term of this Lease shall be the period commending on _____, 2023, and terminating on the date that Lessor conveys to Lessee the 5.3-acre parcel identified in Exhibit A as "Future 5.3 acre municipal park to include public parking and trail access"; provided that, Lessor shall provide Lessee sixty (60) days' notice prior to the conveyance of the 5.3 acre parcel as described herein.

4. Paragraph 6 of the Lease Agreement is deleted in its entirety.

5. The Parties affirm and readopt the other agreements recited in the provisions of the Lease Agreement as first stated in that Lease Agreement.

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

LESSEE:

BY:

NAME:

TITLE:

DATE:

LESSOR:

BY:

NAME:

TITLE:

DATE:

Exhibit A.

The "Leased Premises" described in this Amendment to Lease Agreement means and refers to a portion of that certain real property located in Pender County, North Carolina, and depicted in the diagram below being labeled as: "(a) the 31.07 acres shown as the Abbey Nature Preserve, (b) the "Proposed Temporary Parking Area and Trail Access" on Tract B, and (c) "the 20' Gravel Drive w/ 40 Gravel Parking Spaces," on Tract B running from Scotts Hill Loop Rd. along the northwestern property line of Tract B to the southeastern corner of the Abbey Nature Preserve.



CAPITAL PROJECT BUDGET ORDINANCE
ABBEY NATURE PARK

WHEREAS, the Board of Pender County Commissioners desire to adopt a capital project budget ordinance pursuant to and as provided by NCGS 159- 13.2; and

WHEREAS, the Board of Pender County Commissioners desire to construct picnic shelter/restroom facility at the newly formed Abbey Nature Park. Minimal engineering, sitework and landscaping will also be required to complete the project and is factored into this ordinance.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Pender County Commissioners, as follows:

SECTION 1: The amounts herein set forth are hereby appropriated for the expenses related to the project:

Building Construction	$300,000.00
Engineering	$15,000.00
Sitework	$25,000.00
Landscaping	$20,000.00
TOTAL PROJECT COST	**$360,000.00**

SECTION 2: The amounts herein set forth are hereby designated as the funding to be made available for the project to meet the foregoing appropriations:

Transfer from General Fund –	$ 360,000.00
TOTAL PROJECT FUNDING	**$360,000.00**

SECTION 3: Authorized activities for the Abbey Nature Park Project include the expenditure of budgeted funds for turnkey construction, engineering, sitework and landscaping. The officials of Pender County are hereby directed to proceed with the project within the terms of the budget contained herein,

SECTION 4: The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to provide the accounting of federal, state and local regulations.

SECTION 5: Funds may be advanced from the General Fund for the purpose of making payments as due.

SECTION 6: Copies of this ordinance shall be filed with the Finance Director and the Clerk to the Board of Commissioners to be kept by them for their direction in carrying out this project.

This ordinance was introduced and passed at this meeting of the Board of Pender County Commissioners and was adopted this the ____ day of _____, 2023.

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

ATTEST:

_____
Clerk to the Board, Pender County

RESOLUTION

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

that the Capital Project Budget Ordinance for the Abbey Nature Park Project to document the proposed project expenditures and funding in the amount of $360,000.00 is approved and adopted.

The Chair/County Manager is authorized to execute any document necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS

YEA VOTES: Newton ___ Hardee-Fletcher ___ Groves ___ McCoy ___ George ___

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

ATTEST:

_____ _____
Clerk to the Board, Pender County Date

Monday, June 26, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2023-2024

Department 665 - PARKS & RECREATIONAL DEPARTMT

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-397010-6029	Transfer from Gen Fund	360000
2	695-399000	Gen Fund Appropriated	360000
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-407460-6029	Construction	360000
2	695-490000	Transfer to CIP	360000
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 720000

Total Expenditures 720000

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email bavery@pendercountync.gov

Pender County
Update on New Law Enforcement Center and Consideration to Approve Mosley Architects to Resume the Construction Documents Phase of the Project.

TO:	Board of County Commissioners
FROM:	Buddy Avery
DATE:	July 10, 2023
SUBJECT:	Update on New Law Enforcement Center and Consideration to Approve Mosley Architects to Resume the Construction Documents Phase of the Project.

SUMMARY:
Construction of the new Law Enforcement Center at the Old Savannah Road site has been on hold due to deed restriction language that the USDA would not accept for purposes of their financing of the project.

Carson Smith, the County's former Sheriff and now State Representative, has worked diligently to get the language issue resolved, passed by the legislature and signed by Governor Cooper. Pender County is grateful for Representative Smith's commitment to, and work on this project!

With the deed restriction issue resolved, Pender County can now move forward with this project should the Board so desire. Moseley Architects presented an update on their status with the project to the BOCC at the retreat in March of this year. Schematic design as well as Design Development have been completed and the next phase is the creation of Construction Documents. Staff at Moseley are poised to restart the process and remain excited to make this project a reality.

ACTION REQUESTED:
Approval for Moseley Architects to resume work on creating the Construction Documents phase of the project.

PENDER COUNTY

LAW ENFORCEMENT CENTER

July 10, 2023

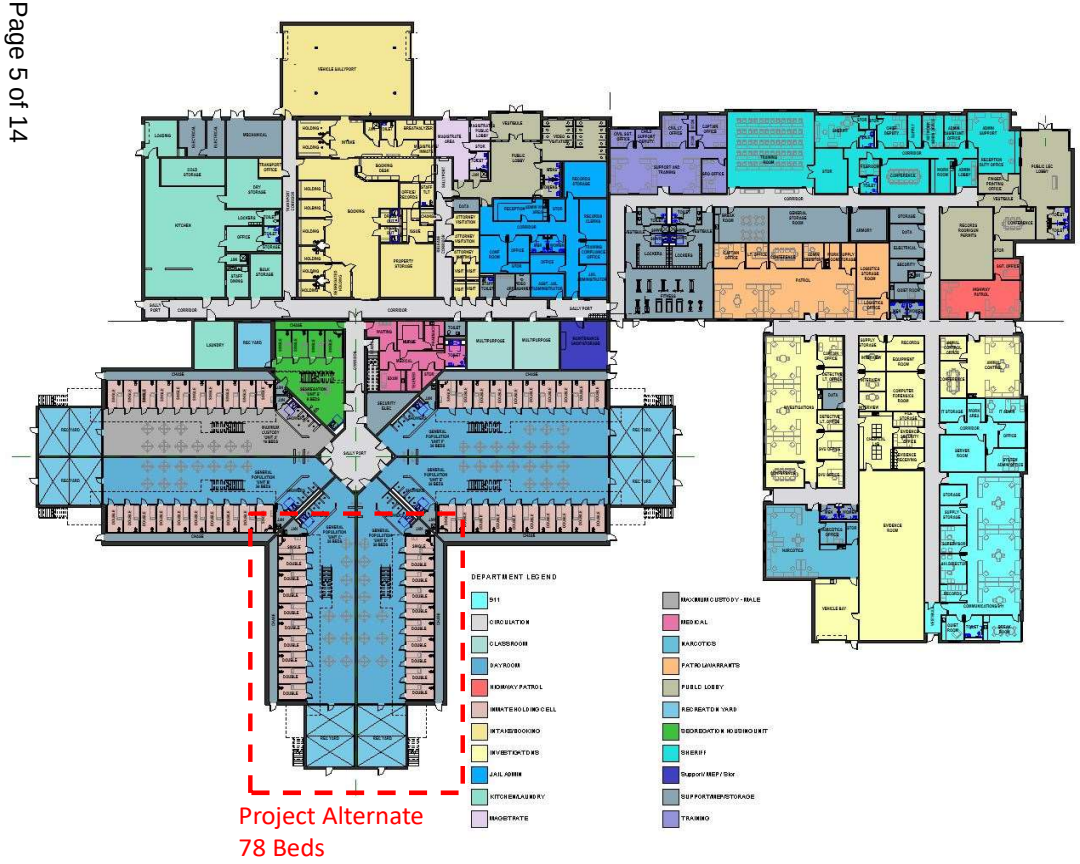
PROJECT HISTORY

- May 2011 — Initial Law Enforcement Center Phase I Space Needs Assessment commences
- January 2014 — Additional Site Analysis preformed
- August 2016 — Updated the Phase I Study
- July 2019 — Updated the Phase I Study
- October 2021 — Initiated Phase II Design Phase
- July 2022 — Project put on temporary hold at Design Development phase pending deed restrictions needing resolution
- June 2023 — Deed restrictions resolved with State Legislature

OVERALL SITE PLAN



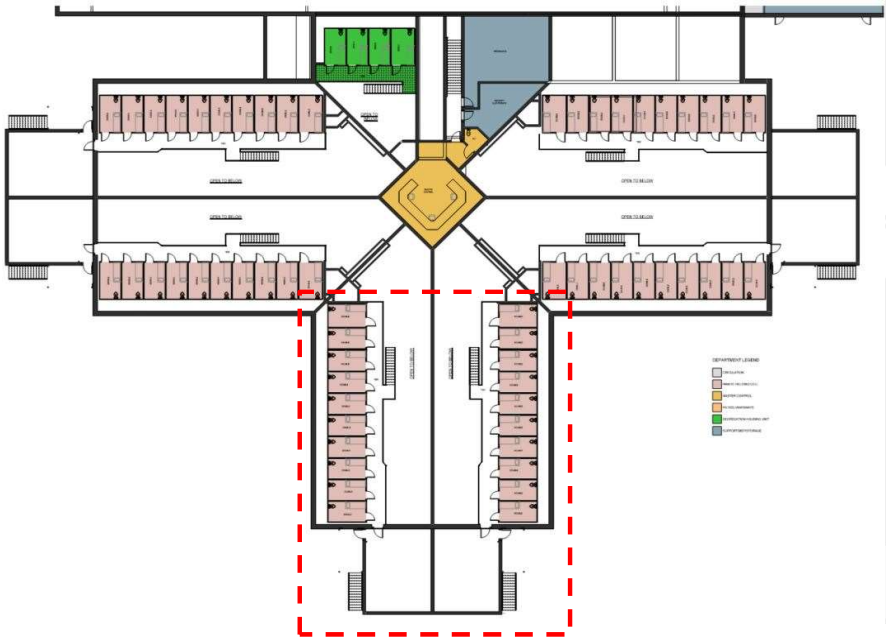
FLOOR PLAN



HIGHLIGHTS

- 242 beds/ 350 “Core”
  - “Core” = kitchen, laundry, booking & intake
- Approximately 96,900 sf
- New Sheriff’s Office
- New 911 Center
- New Detention Center
- Project Alternate at Housing

TIER LEVEL FLOOR PLAN



Project Alternate
78 Beds

EXTERIOR RENDERINGS



EXTERIOR RENDERINGS



EXTERIOR RENDERINGS



MILESTONE DATES

SCHEMATIC DESIGN PHASE	Complete
DESIGN DEVELOPMENT PHASE	Complete
RESTART PROJECT	July 2023
CONSTRUCTION DOCUMENTS PHASE	November 2023
AGENCY REVIEW/ APPROVAL	January 2024
BIDDING/ AWARD	March 2024
SUBSTANTIAL COMPLETION	March 2026

PROJECT COSTS

SUMMARY – July 2022 Opinion of Probable Cost

BASE BID *(Construction Cost – Building and Sitework)* Includes 164 beds/ 350 "Core" – approx. 87,000 SF	$37,800,000
ALTERNATE *(Construction Cost – Building and Sitework)* Includes 78 additional beds (brings total bed count to 242) – approx. 9,900 SF	$ 5,600,000
CONSTRUCTION COST	$43,400,000
MISC. PROJECT COSTS Includes costs for furnishings, equipment, construction testing, building systems commissioning	$ 4,400,000
TOTAL PROJECT COST	$47,800,000
911 Grant Funds – Approved	$ 243,605
911 Grant Funds – Seeking for Approval	$ 2,555,128
USDA Financing	$ 45,001,267

911 Grant Funds - Update

The Pender County Sheriff's Office has applied for a Grant with the NC 911 Board to assist with funding for the New 911 Center for Pender County.

The amount requested in the Grant is listed below, ($2,555,128.00) this total is for all Non-Eligible Expenses in the 911 Fund Balance.

Total Project Cost	$2,798,733.40
General Funds Provided by the PSAP Applicant(s)	$0.00
911 Fund Balance to be Applied to this Project (911 Eligible Expenses)	$243,605.40
911 Annual Distribution to be Applied to this Project (911 Eligible Expenses)	$0.00
Potential Amount via Funding Reconsideration (911 Eligible Expenses)	$0.00
Amount Requested via 2024 PSAP Grant Application (Non-Eligible Expenses)	$2,555,128.00
Balance Remaining (Should be Zero)	$0.00

The 911 Grant was to be submitted by 11:59 PM on 5/31/2023 to be accepted by the NC 911 Board.

Pender submitted our Grant request on 5/31/2023 at 09:47 AM.

Pender received the following email of acceptance on /31/2023 at 14:31 PM by the NC 911 Board:

(This email is sent by Sarah Templeton on behalf of Pokey Harris, Executive Director NC 911 Board.

Good afternoon, Jackie -

Per this e-mail I am advising receipt of the FY2024 grant application for Pender County.

You will be advised of the status of your grant application after review within the coming weeks. Should the committee choose to proceed with a presentation for further consideration of the proposed project, you will be requested to attend a presentation to the Grant Committee on either Wednesday, July 19, or Tuesday, July 25. Please note, these dates are subject to change. Should your project be selected to proceed forward, you will be advised of the date, time, and virtual arrangements in ample time to make preparation for your presentation.

Thank you,

(Ms.) L.V. Pokey Harris, MPA, ENP

Executive Director

North Carolina 911 Board

(NC Department of Information Technology)

MOSELEYARCHITECTS

Project Funding Analysis

Davenport 2022 Analysis – Debt Capacity

A	B	C
		Case 1
Debt Issued		
FY 2023		$50,000,000
FY 2024		$0
FY 2025		$50,000,000
FY 2026		$0
FY 2027		$0
FY 2028		$0
FY 2029		$0
Total Debt Issued		$100,000,000
Total New Debt Service		$147,250,000
Tax Equivalent Impact		
FY 2023		-
FY 2024		-
FY 2025		-
FY 2026		-
FY 2027		-
FY 2028		-
FY 2029		-
FY 2030		-
Total		0.00¢
FY 2023 Upfront Tax Impact		0.00¢

* Preliminary and subject to change.

Davenport 2023 Analysis – Project Funding

	Option A	Option B
Borrowing Assumptions		
Human Services Building &	Capital Markets	USDA
LEC/Jail Project Financing Approach	20 Years	30 Years
Capital Markets Planning Interest Rate	5.0%	5.0%
USDA Planning Interest Rate	N/A	4.0%
Debt Issued		
2024	$28,400,000	$28,400,000
2025	$155,650,000	$155,650,000
2026	-	-
2027	$28,150,000	$28,150,000
2028	$38,200,000	$38,200,000
Total Debt Issued	$250,400,000	$250,400,000
Total New Debt Service	$385,355,000	$401,465,310

DHHS $28.4M

LEC $44M
PCS $111M

Tax Equivalent Impact (By FY)	
2026	0.97¢
2027	11.48¢
2028	1.29¢
2029	1.23¢
Total	14.97¢
FY 2024 Up-Front Tax Impact	9.25¢

LEC USDA FINANCING
30 Years
4% Interest
$44,000,000
$2,544,500 Annual DS
$76,336,366.33 Total

MOSELEYARCHITECTS

MOSELEYARCHITECTS

BALTIMORE | CHARLESTON | CHARLOTTE | COLUMBIA | FAIRFAX | HARRISONBURG | RALEIGH | RICHMOND | ROANOKE | VIRGINIA BEACH | WARRENTON

DESIGNING SOLUTIONS. BUILDING TRUST. ENRICHING LIVES

2023

Pender County
Request for Board Action - Approval of 2022 Settlement & Order to collect 2023 and prior year taxes

TO:	Board of County Commissioners
FROM:	Melissa Radke
DATE:	July 10, 2023
SUBJECT:	2022 Tax Settlement and Order to Collect 2024 and prior Year Taxes

SUMMARY:
In accordance with North Carolina General Statute 105-373, it is required the Tax Collector present you with an annual settlement showing the amounts collected and still due as of the end of the fiscal year. This settlement must be accepted by the Board prior to authorizing the Collector to collect the new years taxes and any prior years due.

ACTION REQUESTED:
I request, after the annual settlement presentation, that the Board approve the 2022 Annual Tax Settlement and then approve the Order to collect the current 2023 taxes as well as approve the Order to collect the 2022 and prior year taxes.

ACCEPTANCE OF SETTLEMENT OF CURRENT AND PRIOR YEAR TAXES

WHEREAS, the Pender County Tax Collector has provided a report of persons owning real property whose taxes for the preceding fiscal year remain unpaid and the principle amount owed by each person; and

WHEREAS, the Pender County Tax Collector has provided a list of persons not owning real property whose personal property taxes for the preceding fiscal year remain unpaid and the principle amount owed by each person; and

WHEREAS, the Pender County Tax Collector has provided a report of diligent efforts to collect unpaid taxes for the preceding fiscal year and prior years as charged; and

WHEREAS, the list of persons owing taxes (but who listed no real property) for the current fiscal year are found to be insolvent; and

WHEREAS, the Pender County Tax Collector has provided an accounting of all taxes charged and collected for the current and prior years;

Hereby, be it resolved that the Pender County Board of County Commissioners do hereby accept the settlement of current and prior year taxed as provided by the Pender County Tax Collector.

Adopted this 10th day of July, 2023.

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

ATTEST:

_____
David Andrews, Clerk to the Board

NORTH CAROLINA

PENDER COUNTY

ORDER OF THE PENDER COUNTY BOARD OF COMMISSIONERS
IN ACCORDANCE WITH G.S. 105-373, G.S. 105-321, G.S.105-330.3,
G.S.153A-156 AND G.S. 160A-215.2
FOR THE COLLECTION OF 2022 AND PRIOR YEARS' TAXES

TO: TAX COLLECTOR OF PENDER COUNTY, TOWN OF WATHA, TOWN OF ATKINSON, TOWN OF BURGAW, TOWN OF WALLACE, TOWN OF ST. HELENA

You are hereby authorized, empowered, and commanded to collect the taxes remaining unpaid as set forth in the 2013 through 2022 tax records filed in the Office of the Pender County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2013 through 2022 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Pender County and any other special district located within Pender County; and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property of such taxpayers, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

Taxes on personal property for 2012 and prior years have been deemed insolvent and therefore uncollectible; the Pender County Commission, do hereby relieve the tax collector of the charge of collecting taxes on these insolvent bills pursuant to G.S 105-373(g) for 2012 and prior years.

WITNESS my hand and official seal, this the 10th day of July, 2023.

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

ATTEST:

_____
David Andrews, Clerk to the Board

NORTH CAROLINA

PENDER COUNTY

ORDER OF THE PENDER COUNTY BOARD OF COMMISSIONERS
IN ACCORDANCE WITH G.S.105-321, G.S. 153A-156 AND G.S. 160A-215.2
FOR THE COLLECTION OF 2023 TAXES

TO: TAX COLLECTOR OF PENDER COUNTY, TOWN OF WATHA, TOWN OF ATKINSON, TOWN OF BURGAW, TOWN OF WALLACE, TOWN OF ST. HELENA

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the 2023 tax records filed in the Office of the Pender County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2023 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you, which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Pender County and any other special district located within Pender County; and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property of such taxpayers, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

WITNESS my hand and official seal, this the 10th day of July, 2023.

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

ATTEST:

_____
David Andrews, Clerk to the Board

Pender County
Request for Board Action - Move forward with Reappraisal RFP

TO:	Board of County Commissioners
FROM:	Melissa Radke
DATE:	July 10, 2023
SUBJECT:	Approval to move forward with Reappraisal RFP process

SUMMARY:
The next scheduled Reappraisal is January 1, 2027. However, it is the recommendation of myself, as Tax Administrator, and the County Managers Office that we move this Reappraisal up to January 1, 2026. This would be the soonest we could complete a full Reappraisal to any quality standard with the number of parcels Pender County has. With this move, we would need to begin work on the Reappraisal as soon as possible so I am asking for approval to move forward with the process of putting together and getting out an RFP to come back to the Board with a recommendation of vendor at the August 21st meeting.

ACTION REQUESTED:
I am requesting that the Board approve us to move forward with a 2026 reappraisal and allow us to move forward with putting out an RFP.

Pender County Reappraisal

NC General Statutes

Max 8 years between reappraisals

2019 last reappraisal

Next reappraisal MUST be on the books by January 1, 2027

Can we Reappraise Sooner?!

Yes!

- Statutes do not determine a minimum number of years between reappraisal cycles, only a max of 8 years

- NCDOR has been putting out recommendations for a number of years for North Carolina Counties to move to a 4 year reappraisal cycle

What do we do now?

It is the recommendation of both the Tax Office and the County Managers office that we move our reappraisal up one year from 2027 to a 2026 reappraisal

Why? For multiple reasons!!

Why do this?

Starting with 2023, PSC values are equalized

40% reduction

*__Loss__ of approximately __$417,100__ in PSC revenue ANNUALLY
(at last years tax rate)

*__Loss__ of approximately __$53,430__ in PSC revenue across all Fire Districts ANNUALLY
(at avg of $0.10/$100 value)

Why do this?

2023 Sales Ratio is only 62.66%

Meaning we have property undervalued by approx. 37.34% (includes personal and real property)

* Loss of approximately **$25,360,502** in revenue ANNUALLY

* Loss of approximately **$2,818,430** in revenue across all Fire Districts ANNUALLY (at avg $0.10/$100 value)

****And that is without the value added by the permits that have yet to be picked up we are currently working on!**

Why do this?

We have multiple schools somewhere in the process of being built, designed, thought of, etc.

* These will be on our books to begin paying somewhere around the late 2025/early 2026-time frame
* Additional revenue, that we are already losing, would be very beneficial to these projects

Reappraisal Decision

Current total loss of County revenue:

Approx $25.8 million ANNUALLY

* Total loss of approximately $2.8 million across all Fire Districts annually

Cost of a Full Remeasure/Relist Reappraisal

Approx $2.5 million with our approx. 52,500 parcels

- ***First year of revenues would pay for the entire reappraisal***
- Due to the significance of the figures:

  There may be an opportunity to potentially reduce the tax rate or assist in restructuring the overall tax rates for the 2026 Tax Year going forward (26/27 FY)

Request today:

Allow us to move forward with the process of finding a suitable, reliable, reputable vendor to conduct our next reappraisal to ensure the quality and accuracy of work that the citizens of Pender County deserve.

Per NC G.S. 105-299, we are not subject to the provisions of Article 8, Chapter 143 of NC General Statues

Specific to contracts for the employment of firms for services

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	James Proctor
DATE:	July 10, 2023
SUBJECT:	Approval of Purchase Orders and Budget Ordinance Amendment to Fairway Ford & Hendrick Dodge for Vehicle Purchases for FY24

SUMMARY:
The request of the Budget Ordinance Amendment is due to the state not having any state contract concession discounts for 2024 as they have always provided. This was not known by any of the departments during the budget process. The Utilities department worked with Mr. Devane and the mechanics at the garage, and determined what vehicles to replace, and have helped source the vehicles for purchasing.

The request for the purchase order are for four ford rangers with 4wd, and one ford escape. These vehicles are replacement vehicles for existing vehicles deemed for replacement. The two 2500 dodge 4wd trucks are for two new approved positions for the Water and Sewer group.

The Ford vehicles have been sourced locally from Fairway Ford which will be ordered. The two Dodge trucks are on the ground and to be purchased at Hendrick Dodge of Wilmington.

All of the vehicles were approved for purchase in the FY24 budget. However, due to current economic conditions and availability of vehicles additional funds are needed to complete the purchases. Six of the vehicles are funded in 072-407403 and the Ford Escape in 069-407403.

ACTION REQUESTED:
We are requesting the approval of a Budget Ordinance Amendment of $40,267.00 from the enterprise fund balance. Approve purchase orders to Fairway Ford and Hendrick Dodge totaling $305,382.

ATTACHMENTS:

Budget Ordinance Amendment
Vehicle quotes

Friday, June 23, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2023-2024

Department 072 - WATER OPERATIONS

Division, Program, Project, etc. New vehicles for approved replacement and for new positions due to no state contracts

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	072-399000	water Unappropriated Fund Balance	40267
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	072-407403	Capital Outlay- Vehicle	40267
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 40267

Total Expenditures 40267

Budget Amendment Balances when Zero. 0

Prepared By: James Proctor

Email jproctor@pendercountync.gov

Fairway Ford, Inc.
444 US Highway 117 South
PO Box 959
Burgaw, NC 28425

June 20, 2023

The quote requested for the 2024 Ford Ranger is below.

2024 Ford Ranger crew cab 4x4 XL:

- 2.3L EcoBoost Engine
- 10-Speed Automatic Transmission
- Ebony Cloth Seats
- Air Conditioning
- 17" Aluminum Wheels
- Power Windows and Locks
- Cruise Control
- Pre-Collision Assist with Automatic Emergency Braking

Units equipped as above can be ***ordered*** for $37,095.00

Please do not hesitate to contact me if you have any questions or need any further details.

Respectfully Submitted,

Keith Batson
Financial Services Manager
Fairway Ford, Inc.
Burgaw, NC
Phone: (910) 259-2371
Fax: (910) 259-9638

Fairway Ford, Inc.
444 US Highway 117 South
PO Box 959
Burgaw, NC 28425

June 20, 2023

The quote requested for the 2023 Ford Escape is below.

2023 Ford Escape :

- 1.5L EcoBoost Engine
- 8-Speed Automatic Transmission
- Ebony Cloth Seats
- Air Conditioning
- Power Windows and Locks
- Cruise Control
- Pre-Collision Assist with Automatic Emergency Braking

Units equipped as above can be ***ordered*** for $29,115.00

Please do not hesitate to contact me if you have any questions or need any further details.

Respectfully Submitted,

Keith Batson
Financial Services Manager
Fairway Ford, Inc.
Burgaw, NC
Phone: (910) 259-2371
Fax: (910) 259-9638

Hendrick CHRYSLER DODGE JEEP RAM FIAT WILMINGTON

Date: 6/21/2023
Salesperson: Dania Flaverney
Manager: Dee Reynolds

FOR INTERNAL USE ONLY

BUSINESS NAME Pender County
CONTACT Andy Devane Home Phone :

Address : ,

Work Phone :

E-Mail : adevane@pendercounty.nc Cell Phone : (910) 512-1270

VEHICLE

Stock # : CQ69724 New / Used : New VIN : 3C6UR5CL3PG569724 Mileage: 2
Vehicle : 2023 RAM 2500 Color : BRT WHT CC
Type : Tradesman 4x4 Crew Cab 6.3 ft. box DJ7L91

MSRP	65,095.00
rebate upfit allowance	500.00
Discount	2,500.00
Adjusted Price	62,095.00
Bed Liner Spray In	699.00
Total Purchase	62,794.00
Dealer Administrative Charge	699.00
NC Temp Tag	1.00
Cash Deposit	.00
Balance	63,494.00

"This offer is based on incentives, rates and other conditions that may expire at any time without notice. All offers are subject to vehicle availability, lender's credit approval and lender's other requirements."

Hendrick
CHRYSLER DODGE JEEP RAM FIAT
WILMINGTON

Date: 6/21/2023
Salesperson: Dania Flaverney
Manager: Dee Reynolds

FOR INTERNAL USE ONLY

BUSINESS NAME: Pender County
CONTACT: Andy Devane
Home Phone :
Address : ,
Work Phone :
E-Mail : adevane@pendercounty.nc
Cell Phone : (910) 512-1270

VEHICLE

Stock # : CQ69723 New / Used : New VIN : 3C6UR5CL1PG569723 Mileage: 2
Vehicle : 2023 RAM 2500 Color : BRT WHT CC
Type : Tradesman 4x4 Crew Cab 6.3 ft. box DJ7L91
Body Size : Style : Weight : 0 Unit Class :

MSRP	65,095.00
rebate upfit allowance	500.00
Discount	2,500.00
Adjusted Price	62,095.00
Bed Liner Spray in	699.00
Steps	899.00
Total Purchase	63,693.00
Dealer Administrative Charge	699.00
NC Temp Tag	1.00
Cash Deposit	.00
Balance	64,393.00

"This offer is based on incentives, rates and other conditions that may expire at any time without notice. All offers are subject to vehicle availability, lender's credit approval and lender's other requirements."

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	July 10, 2023
SUBJECT:	Approval of Purchase Order to Central Carolina Holdings, LLC for Tire Recycling & Disposal Services for FY24

SUMMARY:
UPDATE IN RESPONSE TO BOCC REQUESTS ON 6/19/23: The reimbursements that we receive from the State of NC for new tire sales in the county do not provide information on the number of tires sold. We receive several payments per year based on the tire tax of 1% to 2% of tire cost (depending on the tire size). We are therefore currently unable to determine the number of tires sold in the county. Similarly, tire disposals are measured by weight, not quantity of tires. Over the last 11 months, we disposed of 603 tons of tires. Assuming the average tire weighs 20 pounds, that equates to approximately 60,300 tires.

Per the current ordinance, convenience center sites can only accept 5 tires a day per resident, but we have been allowing tire companies to dump at some CC sites in larger quanities. PCU will be sending certified letters to Pender County tire companies explaining that they will be required to only dump tires at the Transfer Station going forward. When companies go across the scale to dump tires, they have a form telling where they're coming from and how many tires they're dumping. This allows us to stop out-of-County tire dumping as well as accurately count the number of tires dumped by businesses.

Please approve this PO request for tire disposal, since without it we will be unable to dispose of tires in FY24.

We are entering year 2 of 5 (with two renewal terms possible) of our contract for tire recycling & disposal services with Central Carolina Holdings, LLC.

This service is funded in the FY24 budget in 75-404500 Contracted Services. PO amount would be $170,000.

ACTION REQUESTED:
Approve FY24 purchase order for $170,000 tire recycling & disposal services.

ATTACHMENTS:
CCH Tire Disposal Contract

STATE OF NORTH CAROLINA

PENDER COUNTY

RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract ("Contract") made and entered on this 5th day of August 2022 ("Anniversary Date"), by and between the County of Pender, a political subdivision of the State of North Carolina, hereafter referred to as "County" and Central Carolina Holdings, LLC, located at 1616, Mckoy Town Road, North Carolina 28326, herein after referred to as the "Contractor".

WITNESSETH

WHEREAS, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm: and,

WHEREAS, the Contractor is qualified to provide collection, transportation recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service.

1) Scrap Tire Volume Generated

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands that the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this Contract.

2) Recycling and Disposal Services

a) Contractor Responsibilities

The Contractor agrees to stage a van trailer at the County's designated sites and to transport, process, recycle or dispose of all scrap tires loaded in said trailer. Furthermore, the Contractor shall be responsible for hauling, processing, recycling and/or disposing of all scrap tires in accordance with all applicable state, federal, and local environmental and safety laws, regulations, permits, ordinances, and standards.

b) County Responsibilities

The County shall made available ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained therein.

3) Term

This Contract shall be in full force and effect for a period of five (5) years from the date of execution, unless terminated earlier per Section 8 (b) with two (2) automatically extended annual renewal terms at the end of each successive term unless either party notifies the other party in writing 30 days prior to the expiration of the term of his desire to terminate this contract, in which case the term shall end as scheduled.

4) Time of Performance

Contractor shall remove each loaded trailer in a timely manner. Non-working days shall include Saturday, Sunday, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and the day after Christmas.

5) Invoices

The Contractor shall invoice the County for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6. Each invoice shall include a dated listing of the loads collected and transported.

6) Collection Disposal Fees

The County shall pay Contractor, for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of $85.00 per ton, with a ten (10) ton minimum per load requirement. Freight will be charged at $1,124.00 per load in addition to a $25.00 Environmental Fee charge for each trailer pulled from the county collection site. Off road tires are charged at the same rate of $85.00 per ton plus an additional $0.20 per pound / Super Singles will be at the same rate of $85.00 per ton plus $.05 per pound with no minimum tonnage. A Consumer Price Index adjustment will be calculated in March of each year and will be applied to the contract price each year on the July 1. Central Carolina Holdings reserves the right to reject or apply a special handling sur-charge fee for any and all tires that appear to have been burned, buried or shredded prior to transfer to their facility.

Fuel Sur-charge is calculated on a base price of fuel being in the range of $2.50 to $2.74 per gallon. Total round trip 281 miles for this transaction are multiplied times the incremental adjustment shown with that average price per gallon. Average price increments with corresponding Sur-charge are listed below. The price of diesel fuel for the purposes of this agreement shall be the diesel price for the East Coast, as obtained from the Diesel Fuel Hotline (202) 586-6966.

STATE OF NORTH CAROLINA

PENDER COUNTY

Price per Gallon	Price Adjustment per mile
$2.50 - $2.74	+0.30
$2.75 - $2.99	+0.35
$3.00 - $3.24	+0.40
$3.25 - $3.49	+0.45
$3.50 - $3.74	+0.50
$3.75 - $3.99	+0.55
$4.00 - $4.24	+0.60
$4.25 - $4.49	+0.65
$4.50 - $4.74	+0.70
$4.75 - $4.99	+0.75
$5.00 - $5.24	+0.80

Formula follows with the price of fuel

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation, shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

7) Taxes, etc. clause

Should the local, state, or federal government impose a franchise fee or tax, Contractor will pass this fee on to the county, or Contractor and County will agree to cancel the contract. Should such termination or recession occur before performance of the activity herein provided is begun, all parties hereto shall be released from the provisions hereof without liability or obligation. Should such termination or recession occur after such performance is begun, the liability and obligations of the parties shall be limited to settlement of all proper claims based upon performance prior to termination or recession of this contract. In no case shall the Company be liable or responsible for any other cost of obtaining, preparing, maintaining, or operating the facilities for deposit of said tires nor shall Company be liable or responsible for any of the cost of obtaining, preparing, maintaining or operating the location for assembly, collection, and removal of said tires.

8) Termination

This Contract may be terminated according to either of the following provisions:

a) Default: If either party hereto deems the other party hereto to be in default of any provision hereof, the claiming party shall provide notice in writing to the defaulting party of said default. If said defaulting party fails to correct the default within twenty (20) working days from the date of notice, the other party may terminate this Contract immediately. In case of such termination the party terminating this contract shall forthwith give the other party written notice of such termination.

b) Mutual Agreement: This Contract may be terminated by mutual agreement of the parties hereto, at any time.

9) Force Majeure

a) Suspension of Performance: The performance of its duties and obligations hereunder by either party shall be suspended to the extent that such performance, in whole or in part, shall be rendered impracticable by Force Majeure.

b) Definition: Force Majeure - For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy, acts of government or governmental authority in either its sovereign or contractual capacity, wars, riots, fires, floods, explosions, epidemics, boycotts, excessive fuel prices, blackouts, strikes, labor disputes, equipment breakdowns, and any transportation problem directly affecting or inhibiting pickups.

c) Notice: In the event that either party hereto determines that a Force majeure has occurred, or it is likely to occur, said party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of such problem, the anticipated effect thereof on said party's performance hereunder and when normal performance may be expected. In the event of excessive fuel prices of over the road diesel. Contractor and County will negotiate satisfactory terms for both parties involved.

d) No Unreasonable Delay: Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

10) Representations

10.1) The Contractor represents, warrants and covenants to County that:

a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.

b) The execution, delivery and performance of this Contract have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a parry or by which it may be bound.

c) Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby indemnifies County against any punitive or other action resulting from or associated with Contractor's failure to do so.

10.2) County represents, warrants and covenants to Contractor that:

a) The execution, delivery and performance of this Contract by County have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound. Concurrently herewith, County tenders unto Contractor a certified copy of the resolution of its Board of Commissioners authorizing execution and delivery of this Contract.

11) Insurance

Contractor does hereby attest that it has general liability insurance coverage (which covers all its operations including but not limited to motor vehicle transportation) in the minimum amount of one million ($1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to County within ten (10) days signing of Contract. Contractor shall always during the existence of this contract maintain liability insurance coverage in the amount not less than one million ($1,000,000.00) dollars.

12) Hold Harmless

The Contractor does hereby indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and transportation of tires in accordance with the terms of this contract; and, in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, the Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment of decree being brought against either of them, the Contractor will pay such judgment or comply with such decree with all costs and expenses of whatsoever nature and hold the County harmless therefrom.

STATE OF NORTH CAROLINA

PENDER COUNTY

13) Disputes

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes and courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. Venue for any action arising out of this contract shall be the general court of justice**, County of Pender** N.C.

14) Miscellaneous

14.1) Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.

14.2) This Contract may be changed only by agreement in writing and signed by both parties hereto.

14.3) This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and/or written.

14.4) This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

14.5) This Contract shall be governed by the laws of the State of North Carolina.

14.6) The sections and heading in the Contract are for reference purposes only and shall not affect in any way the meaning of this Contract or any part herein.

14.7) In the event that any provision of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.

14.8) All notices, and other formal communications hereunder shall be made in writing and given or delivered by certified United States mail to the principal and at the address designated below. Acceptance thereof shall be deemed to constitute receipt.

STATE OF NORTH CAROLINA

PENDER COUNTY

Contractor
Central Carolina Holdings
1616 Mckoy Town Road
Cameron, North Carolina 28326

County
Pender County
P.O. Box 995
Burgaw, N.C. 28425

14.9) Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any similar matter.

14.10) This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonable withheld or delayed.

STATE OF NORTH CAROLINA

PENDER COUNTY

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date first above written.

PENDER COUNTY

BY _____

ATTEST

_____

CENTRAL CAROLINA HOLDINGS

BY _____

ATTEST

_____

E-VERIFY REQUIREMENTS - As a condition for payment under this purchase order, 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 21 day of June, 2022.

_____
Meg Blue, Finance Officer

Pender County
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2385-65-4988-0000 located off Willard Rd in Union

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 10, 2023
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2385-65-4988-0000 located off Willard Rd in Union

SUMMARY:
We previously brought the results of this auction to the June 5th meeting and there were some inquiries to follow up on. After investigating the situation, there appears to have been a technical error on the part of a potential bidder as previously discussed. Because we cannot assist in these technical matters, we are recommending that the potential bidder reach out to GovDeals to rectify their issue. We are recommending that the Board accept the winning bid as noted below for Sale of Surplus Property - Parcel 2385-65-4988-0000 located off Willard Rd in Union.

Please consider attached documentation of bid for surplus property - Parcel 2385-65-4988-0000 located off Willard Rd in Union. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

The $18,100 bid for this parcel from Justin Grammer can be accepted by the County and authorize County Manager's Office to begin closing process. The current tax value for this property is listed at $17,000. The County acquired through tax foreclosure in 1988. This is a 10 acre wooded lot off of Willard Road in Union.

Other options are to reject all bids and maintain possession, or reject all bids and re-auction.

ACTION REQUESTED:
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2385-65-4988-0000 located off Willard Rd in Union

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425

Asset Manager
Andy Devane
(910) 259-1467
e@pendercountync.gov

Auction results for sale of real property

5/15/2023

Dear Commissioners,

For your consideration is the results of the auction for parcel number 2385-65-4988-0000 located off Willard rd. in Union Township. Justin Grammar was the highest bidder at $18,100.00. The tax value in GIS is $17,000.00. After talking to Justin Grammar, his plans are to use it for agricultural purposes. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager



PIN: 2385-65-4988-0000
Owner: PENDER COUNTY
805 S WALKER ST
BURGAW, NC 28425
Deed Ref: 706/154

Property Address:
Description: OFF N 1001

Sale Price:
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 26133
Township: UNION
Subdivision:
Tax Codes: G01 F33 R40

Acres: 10
Land Value: $17,500
Building Value: $0
Total value: $17,500
Deferred Value: $0
Exempt Amount: 17500
PCL Class: EX-1
Heated Sq Feet:

Pender County

1:3,538
0 0.025 0.05 0.1 mi
0 0.04 0.08 0.16 km

1 inch = 295 feet

12/31/1969

N W E S

Pender County
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 4226-74-2369-0000 off of Green Sharpless Road in Topsail

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 10, 2023
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 4226-74-2369-0000 off of Green Sharpless Road in Topsail

SUMMARY:
Please consider attached documentation of bid for surplus property - Parcel 4226-74-2369-0000 off of Green Sharpless Road in Topsail. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

The $18,200 bid for this parcel from Nihar Chandra can be accepted by the County and authorize County Manager's Office to begin closing process. The current tax value for this property is listed at $18,200. The County acquired through tax foreclosure in 1970. This is a 0.6 acre wooded residential lot.

Other options are to reject all bids and maintain possession, or reject all bids and re-auction.

ACTION REQUESTED:
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 4226-74-2369-0000 off of Green Sharpless Road in Topsail

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425

Asset Manager
Andy Devane
(910) 259-1467
e@pendercountync.gov

Auction results for sale of real property

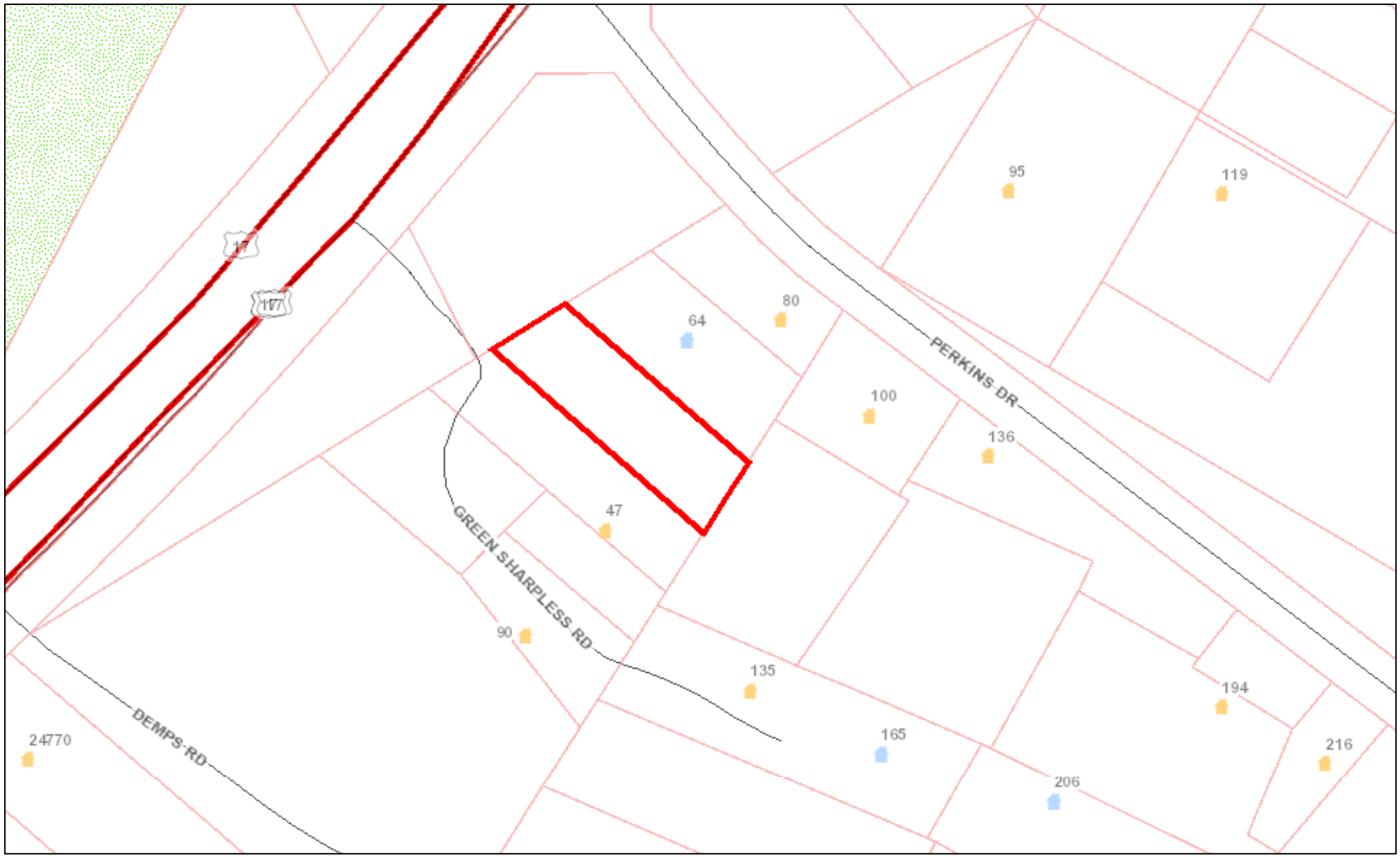
6/5/2023

Dear Commissioners,

For your consideration are the results of the auction for parcel number 4226-74-2369-0000 located off Green Sharpless Rd. in Topsail Township. Nihar Chandra was the highest bidder at $18,200.00. The tax value in GIS is $18,200.00. After talking to Nihar Chandra, his plans are to develop it for residential purposes. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager



PIN: 4226-74-2369-0000
Owner: PENDER COUNTY
P O BOX 366
BURGAW, NC 28425
Deed Ref: 1034/6

Property Address: 17 HWY OFF
Description: OFF S/E SIDE 17 AT EDGECOMBE

Sale Price:
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 590320
Township: TOPSAIL
Subdivision:
Tax Codes: G01 F32 R40

Acres: 0.6
Land Value: $18,000
Building Value: $0
Total value: $18,000
Deferred Value: $0
Exempt Amount: 18000
PCL Class: EX-1
Heated Sq Feet:

Pender County

1:1,770

0 0.0125 0.025 0.05 mi
0 0.02 0.04 0.08 km

1 inch = 147 feet

12/31/1969

N
W E
S

Pender County
Authorization to Proceed with Closing on Purchase of Real Property and Related BOA & PO - 9150 US 117, Rocky Point PIN-3234-87-4925-0000

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 10, 2023
SUBJECT:	Authorization to Proceed with Closing on Purchase of Real Property and Related BOA & PO - 9150 US 117, Rocky Point PIN-3234-87-4925-0000

SUMMARY:
Pender County has been actively pursuing real property to fulfill the land requirements for the Pender County School Bond Projects approved by the voters in November of 2022. This approximately 55 acre parcel located next to Rocky Point Elementary School on HWY 117 was identified as a potential site for school bond projects.

The County has engaged an engineering firm to complete the due diligence procedures to ensure both the County and the Schools are aware and in agreement that this will serve the identified potential purposes. They identified somewhat minor and expected items regarding potential endangered species habitat and jurisdictional ditches that may or may not need to be addressed or mitigated in the future.

We are seeking authorization to proceed with closing on purchase of real property and related BOA & PO for 9150 US 117, Rocky Point PIN-3234-87-4925-0000, for $1,540,000 from General Fund Balance in account 660-407433.

ACTION REQUESTED:
Authorization to Proceed with Closing on Purchase of Real Property and Related BOA & PO - 9150 US 117, Rocky Point PIN-3234-87-4925-0000



PIN: 3234-87-4925-0000
Owner: TOOTHMAN, DIANE ETAL
101 CLUB DR
SUFFOLK, VA 23435
Deed Ref: WR19/E387

Property Address: US HWY 117 S
Description: REMNANT TR PB 71/42 E/S HWY 117 & S/S SR 1632

Sale Price:
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 1020997
Township: ROCKY POINT
Subdivision:
Tax Codes: G01 F24 R40

Acres: 51.93
Land Value: $108,695
Building Value: $0
Total value: $108,695
Deferred Value: $0
Exempt Amount: 0
PCL Class: R
Heated Sq Feet:

Pender County

1:5,544
0 0.04 0.08 0.16 mi
0 0.05 0.1 0.2 km

1 inch = 462 feet

7/21/2019

N W E S

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between **PENDER COUNTY** ("**Buyer**"), and **DIANE L. TOOTHMAN (married), SHERYL L. SHELBY (married), and ELIZABETH A. HUNLEY (married)** being the sole heirs of Dorothy L. Brothers ("**Seller**").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions

The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property"** shall mean that certain lot and parcel of land commonly referred to as 9150 US 117, Rocky Point, Pender County, North Carolina having a PIN of 3234-87-4925 and consisting of approximately 86.65 acres and more particularly described in Deed Book 4561 at Page 345 in the Pender County Register of Deeds less and except any previous out conveyances (such as Deed Book 4802 at Page 2107 consisting of approximately 32.16 acres) and subject to a final survey to determine acreage, together with all buildings and improvements thereon and all fixtures and appurtenances thereto; an approximation of the Property to be conveyed is depicted on Exhibit "A" showing approximately 55 acres.

(b) **"Purchase Price"** shall mean the sum of One Million, Five Hundred Forty Thousand Dollars ($1,540,000.00).

(c) **"Earnest Money"** shall mean the sum of Twenty Thousand Dollars ($20,000.00). Upon acceptance of this contract, the Earnest Money shall be promptly deposited in escrow with **The Law Group, Trust Account** to be applied as part payment of the Purchase Price of the Property at Closing or disbursed as agreed upon under the provisions of Section 9 herein. Any Earnest Money deposited by Buyer in a trust account may be placed in an interest-bearing trust account and any interest earned thereon shall belong to the account holder in consideration of the expenses incurred by maintaining such account and records associated therewith.

(d) **"Closing"** shall mean the date and time of recording of the deed. Closing shall occur on or before 30 days after the expiration of the Examination Period.

(e) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.

(e) **"Examination Period"** shall mean the period beginning on the Contract Date and extending through 150 days. Time is of the essence as to the Examination Period.

(f) **"Intended Use"** shall mean the use of the Property to construct a school and other attendant facilities.

(g) **"Seller's Notice Address"** shall be 6117 Northshore Drive, Wilmington, North Carolina 28411 except as same may be changed pursuant to Section 11.

(h) **"Buyer's Notice Address"** shall be P.O Box 995 Burgaw, North Carolina 28425 except as same may be changed by pursuant to Section 13.

Section 2. Proration of Expenses and Payment of Costs

Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes required by law, and any and all other costs customarily attributed to the Seller at Closing unless otherwise set out herein.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, and any and all other costs customarily attributed to the Buyer at closing unless otherwise set out herein.

Each party shall pay its own attorney fees.

Buyer Initials DJG

Seller Initials dlt sls eah

Section 3. Sale of Property and Payment of Purchase Price

Seller agrees to sell, and Buyer agrees to buy the Property for the Purchase Price.

Section 4. Deliveries

Seller shall deliver to Buyer as soon as reasonably possible after the Contract Date copies of all title information in possession of or available to Seller, including, but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. Owner shall also deliver to Buyer as soon as reasonably possible after the Contract Date, copies of all presently effective warranties or non-terminal service contracts related to the Property, and, if any, all documents relating to any previous wetland delineations further outlined in Section 6(e). If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4, if any, and shall, upon Seller's request, assign and transfer to Seller all of its right, title and interest in and to any and all studies, reports, surveys and other information, data and/or documents relating to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title

Seller agrees to convey fee simple marketable and insurable title to the Property by Special Warranty Deed, subject only to the exception hereinafter described. Seller represents and warrants that Seller is the fee simple owner of the Property, and at Closing, Seller shall deliver to Buyer fee simple marketable and insurable title to the Property, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utility easements of record serving the Property, taxes not yet due and payable, road rights-of-way of record and those other encumbrances, reservations, restrictions and easements ("Permitted Exceptions").

Section 6. Conditions

This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination**: After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall immediately notify Seller in writing of all such title defects and exceptions, as of the date Buyer learns of the title defects, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the State in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Intended Use**: If Buyer determines, prior to the date of Closing, that use of the Property for its Intended Use will violate any private restrictions or governmental regulations, then Buyer may terminate this Agreement by written notice and receive a return of the Earnest Money, and neither party shall then have any further obligations in connection with this Agreement.

(c) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may terminate this Agreement and receive a return of the Earnest Money.

(d) **Inspections:** Buyer, its agents, or representatives, at Buyer's expense and at reasonable times during normal business hours, and after reasonable notice given to Seller, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, including but not limited to, environmental assessments, conducting timber Cruises, and surveying the Property. Buyer shall also have a right to review and inspect all leases, contracts, titles, or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller as relate directly to the operation and maintenance of the Property and Buyer shall be entitled to make inquiries of all applicable governmental authorities and obtain all third-party approvals and consents. Buyer assumes all responsibility for the acts of itself, its agents, or representatives in

exercising its rights under this Section 6(d) and agrees to indemnify and hold Seller harmless from any actions, claims, demands, damages, fines, fees (including attorney and other professionals' fees), penalties, and costs resulting therefrom or arising out of any activities of Buyer and Buyer's agents. Except as provided in Section 6(a) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations, and testing. If, prior to the expiration of the Examination Period, Buyer chooses not to purchase the Property, for any reason or no reason, and provides written notice to Seller thereof, then this Agreement shall terminate, and Buyer shall receive a return of the Earnest Money. Whereupon Buyer shall return the Property to the condition that existed on the effective date of this Agreement for Purchase and Sale.

(e) **Wetland Delineation:** Seller shall provide any and all files relating to previous wetland delineations, if any, including, but not limited to, wetland CAD files, files containing surveying flags or markers of wetland areas, files containing GPS coordinates of wetland areas, preliminary jurisdictional determination package submitted to the USACOE, status updates of USACOE wetland delineation verification. Seller shall also provide Buyer with any and all files showing the approved jurisdictional determination package obtained from the USACOE within a reasonable time after receiving the approved jurisdictional determination package from the USACOE including all maps, data forms, and any other reports or information included therein.

Section 7. Environmental

Seller represents and warrants that it has no actual knowledge of the presence or disposal within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller further states that it has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to its ownership of the Property.

Section 8. Risk of Loss/Damage/Repair

Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was on the date of the offer, Buyer may terminate this Agreement and the Earnest Money shall be retained to the Buyer. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 9. Earnest Money Disbursement

In the event this offer is not accepted, or any reason or no reason, or Buyer terminates the Contract prior to expiration of the examination period for any reason or no reason, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned in full to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow, state law requires Escrow Agent to retain said Earnest Money in its trust or escrow account until it has obtained written release from the parties consenting to its disposition, it is deposited pursuant to N.C. General Statutes with the Pender County Clerk of Court, or until disbursement is ordered by a court of competent jurisdiction.

Section 10. Closing

At Closing, Seller shall deliver to Buyer a Special Warranty Deed and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at Closing, unless otherwise agreed herein.

Section 11. Notices

Unless otherwise herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section l(g) as to Seller and In Section l(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 12. Entire Agreement

This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 13. Enforceability

This Agreement shall become an enforceable contract when a fully executed copy has been communicated to both parties. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 14. Adverse Information and Compliance with Laws

(a) **Seller Knowledge:** Seller has no knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) changes contemplated in any applicable laws ordinances or restrictions affecting the Property; (iii) private restrictions or governmental regulations that would prohibit the Intended Use or (iv) governmental special assessments, either pending or confirmed for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed. Seller represents that there are no regular owners' association dues.

(b) **Compliance:** To the best of Seller's knowledge and belief, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action., suit or other proceeding.

Section 15. Survival of Representations and Warranties

All representations, warranties, covenants, and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge, and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 16. Applicable Law

This agreement shall be construed under the laws of the state in which the Property is located.

Section 17. Tax-Deferred Exchange

In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that, a non-exchange party shall not assume any additional liability with respect to such tax-exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 18. Memorandum of Contract

Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates, and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the due date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 19. Authority

Each signatory to the agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate and transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

BUYER:

Pender County

By: David L. Andrews

Name: David L. Andrews

Title: County Manager

Date: 2/2/23

SELLER:

Dorothy L. Brothers heirs

By: Diane L Toothman (Feb 2, 2023 15:14 EST) Feb 2, 2023

Diane L. Toothman — Date

By: Sheryl L. Shelby (Sheryl L. Shelby (Feb 2, 2023 14:37 CST)) Feb 2, 2023

Sheryl L. Shelby — Date

By: Elizabeth A. Hunley (Elizabeth A. Hunley (Feb 2, 2023 15:22 EST)) Feb 2, 2023

Elizabeth A. Hunley — Date

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

The Law Group

By: _____

Date: _____

Buyer Initials _____ Seller Initials _____

v.12 - B signed

Final Audit Report 2023-02-02

Created:	2023-02-02
By:	Jeff Keeter (jpkeeter@bcklawfirm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYxjAXCbRR60UhTzLmV7sP1ItmhX6zD6M

"v.12 - B signed" History

Document created by Jeff Keeter (jpkeeter@bcklawfirm.com)
2023-02-02 - 7:06:43 PM GMT- IP address: 96.10.81.154

Document emailed to dianeltoothman@gmail.com for signature
2023-02-02 - 7:15:56 PM GMT

Email viewed by dianeltoothman@gmail.com
2023-02-02 - 7:28:13 PM GMT- IP address: 65.184.248.132

Signer dianeltoothman@gmail.com entered name at signing as Diane L Toothman
2023-02-02 - 8:14:10 PM GMT- IP address: 65.184.248.132

Document e-signed by Diane L Toothman (dianeltoothman@gmail.com)
Signature Date: 2023-02-02 - 8:14:12 PM GMT - Time Source: server- IP address: 65.184.248.132

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2023-02-02 - 8:14:13 PM GMT

Email viewed by bhunley9810@gmail.com
2023-02-02 - 8:18:27 PM GMT- IP address: 75.139.106.149

Signer bhunley9810@gmail.com entered name at signing as Elizabeth A. Hunley
2023-02-02 - 8:22:54 PM GMT- IP address: 75.139.106.149

Document e-signed by Elizabeth A. Hunley (bhunley9810@gmail.com)
Signature Date: 2023-02-02 - 8:22:56 PM GMT - Time Source: server- IP address: 75.139.106.149

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2023-02-02 - 8:22:57 PM GMT

Email viewed by shelby262774@bellsouth.net
2023-02-02 - 8:34:56 PM GMT- IP address: 45.24.171.164

Signer shelby262774@bellsouth.net entered name at signing as Sheryl L. Shelby
2023-02-02 - 8:37:18 PM GMT- IP address: 45.24.171.164

Document e-signed by Sheryl L. Shelby (shelby262774@bellsouth.net)
Signature Date: 2023-02-02 - 8:37:20 PM GMT - Time Source: server- IP address: 45.24.171.164

Agreement completed.
2023-02-02 - 8:37:20 PM GMT

Monday, June 26, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2023-2024

Department 660 - NON-DEPARTMENTAL

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	General Fund Balance	1540000
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	660-407433	Capital Outlay Land	1540000
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 1540000

Total Expenditures 1540000

Budget Amendment Balances when Zero. 0

Prepared By: Meg Blue

Email mblue@pendercountync.gov

Pender County
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-3885-0000 off of Union Chapel Road in Burgaw

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 10, 2023
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-3885-0000 off of Union Chapel Road in Burgaw

SUMMARY:
Please consider attached documentation of bid for surplus property - Parcel 2277-87-3885-0000 off of Union Chapel Road in Burgaw. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

The $6,175 bid for this parcel from Huiqiao Zhoa can be accepted by the County and authorize County Manager's Office to begin closing process. The current tax value for this property is listed at $6,175. The County acquired through tax foreclosure in 2019. This is a 0.49 acre wooded, wetlands residential lot with road access.

Other options are to reject all bids and maintain possession, or reject all bids and re-auction.

ACTION REQUESTED:
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-3885-0000 off of Union Chapel Road in Burgaw

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425

Asset Manager
Andy Devane
(910) 259-1467
e@pendercountync.gov

Auction results for sale of real property

6/20/2023

Dear Commissioners,

For your consideration are the results of the auction for parcel number 2277-87-3885-0000 located off Union Chapel Rd. in Burgaw. Huiqiao Zhoa was the highest bidder at $6,175. The tax value in GIS is $6,175. After talking to Huiqiao Zhoa, her plans are to develop it for residential purposes. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager

PAR ID: 22778738850000	Map #: F090 083 051	JURIS CD: G01 PENDER COUNTY R40 PENDER EMS F28 ATKINSON FIRE	Route #: 27000

PIN #: | PENDER CO NC - Property Card | Printed: 12/05/19 Card: 1 of 0 Appraiser: ZAB

Ownership: 6532

BROWN, VICTOR ALLEN
805 E BROADWAY
HOPEWELL VA 23860

Subd: 8-006 Kings Estates
Nbhd: R8000

SITUS:

Deeded Acres: .49
Legal Description:
L 51 Pb 25/150 Kings Estates

Parcel: *131 vacant land - potentially develop*

Fronting:
Location:
Parking:
Utility: ;
Zoning: RP

Sale Dt	I	S	Price	Db/Pg	Valid. Code
07/16/19	SPE	1	3,500	4689/162	
No Valid Sale					

Sketch Vectors

Vector

Improvement Description: R

Story:	**FP Stacks:**	**Bsmt:**	**Phys Cond:**		**% Complete:**	
Class:	**Openings:**	**BSMT Gar:**	**CDU:**		**Grade:**	
Ext Wall:	**Prefab FP:**	**Attic:**	**Over Depr Tb:**		**C&D Fact:**	
Yr Blt:	**Rooms:**	**Baths:**	**Fnct Dep %:**		**C&D Desc:**	
Eff Year:	**Bedrooms:**	**Half:**	**Fnct Desc:**		**TV/SF**	0.00
Heating:	**Unfin Area:**	**Extra Fixt:**	**Econ Dep%:**		**SP/SF**	0.00
Fuel:	**Fin Bsmt Area:**	**Misc 1:**	**Econ Desc:**		**RCN/SF**	
System:	**Rec Room Area:**	**Misc 2:**	**N-Fact:**	1.05	**RCNLD/SF**	

Assessment: 2019

Land:	$6,175	Excluded:
BLDG:	$0	Ag Use:
Market:	$6,175	
Deferred:	$0	
Exempt:	$0	
Taxable:	$6,175	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD

HSF: **TSF:** 0 **Total:**

Entrances

Revisit:
Reason:

Appr	Date	Code	Rev2

Building Permit

Date	Permit #	Permit $	CO Date	Flg

PAR ID: 22778738850000	Map #: F090 083 051	JURIS CD: G01 PENDER COUNTY F28 ATKINSON FIRE R40 PENDER EMS	Route #: 27000

PIN #: **PENDER CO NC - Property Card** Printed: 12/05/19 Card: 1 of 0 Appraiser: ZAB

Land Description: **LUC:** 131 **NBHD:** R8000

N-Fact: **Topo1:** level **Topo3:** **Road 1:** unpaved
Zoning: RP **Topo2:** **Traffic:** **Road 2:**

L#	Typ	Code	Desc	Size	BaseRate	Adj	AdjRate	Value
1	A	3	Undevel	0.4900	10000		10000	6,175

Total Parcel Size: AC 0.4900 Rate/AC 12,602.04 Value 6,175

Ag Use	LN	Soil	Acres	Rate	Value

Value

Comments:

#	Comment
2	Kings Drive

OB&Y

L#	Code	Yr Blt	Eff Yr	W x L	Area	Grd	Units	Mod Cd	Rate	Ovrd Rte	RCN	Cnd	Fnct	%Cmp	%Gd	RCNLD
				x												
				x												
				x												
				x												
				x												
														Total:		

Pender County
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-5471-0000 off of Union Chapel Road in Burgaw

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 10, 2023
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-5471-0000 off of Union Chapel Road in Burgaw

SUMMARY:
Please consider attached documentation of bid for surplus property - Parcel 2277-87-5471-0000 off of Union Chapel Road in Burgaw. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

The $5,200 bid for this parcel from Johnathan Vaughan can be accepted by the County and authorize County Manager's Office to begin closing process. The current tax value for this property is listed at $6,175. The County acquired through tax foreclosure in 2021. This is a 0.49 acre wooded, wetlands residential lot with road access.

Other options are to reject all bids and maintain possession, or reject all bids and re-auction. We acknowledge this is less than tax value, but per detailed letter attached, it was decided to present the offer as this has been through multiple attempts to sell and it is closer to tax value that previous attempts.

ACTION REQUESTED:
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-5471-0000 off of Union Chapel Road in Burgaw

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425

Asset Manager
Andy Devane
(910) 259-1467
e@pendercountync.gov

Auction results for sale of real property

6/20/2023

Dear Commissioners,

For your consideration are the results of the auction for parcel number 2277-87-5471-0000 located off Union Chapel Rd. in Burgaw. Johnathan Vaughan was the highest bidder at $5,200. The tax value in GIS is $6,175. After talking to Johnathan Vaughan, his plans are to develop it for residential purposes. Staff has reviewed this parcel with the County Manager's Office and highly recommend considering this winning bid. Staff has attempted to auction this parcel off three times with no bids meeting tax value. The last auction is the closest staff has been able to get to tax value. The data from the auctions supports interest in the parcel but not at tax value. Staff also got with the Tax Office to review this parcel and determined the tax value to be in line with the current value. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager

PAR ID: 22778754710000	Map #: F090 083 041	JURIS CD: G01 PENDER COUNTY R40 PENDER EMS	F28 ATKINSON FIRE	Route #: 22000

PIN #: PENDER CO NC - Property Card Printed: 12/05/19 Card: 1 of 0 Appraiser: ZAB

Ownership: 6664

IKNER, ROBERT E
C/O TERRY IKNER
4223 LAKE AVE
WILMINGTON NC 28403

Subd: 8-006 Kings Estates
Nbhd: R8000

SITUS:

Deeded Acres: .49
Legal Description:
L 41 Pb 25/150 Kings Estates

Parcel: 131 vacant land - potentially develop

Fronting:
Location:
Parking:
Utility: ;
Zoning: RP

Sale Dt	I	S	Price	Db/Pg	Valid. Code
No Valid Sale					

Sketch Vectors

Vector

Improvement Description: R

Story:	**FP Stacks:**	**Bsmt:**	**Phys Cond:**	**% Complete:**
Class:	**Openings:**	**BSMT Gar:**	**CDU:**	**Grade:**
Ext Wall:	**Prefab FP:**	**Attic:**	**Over Depr Tb:**	**C&D Fact:**
Yr Blt:	**Rooms:**	**Baths:**	**Fnct Dep %:**	**C&D Desc:**
Eff Year:	**Bedrooms:**	**Half:**	**Fnct Desc:**	**TV/SF** 0.00
Heating:	**Unfin Area:**	**Extra Fixt:**	**Econ Dep%:**	**SP/SF** 0.00
Fuel:	**Fin Bsmt Area:**	**Misc 1:**	**Econ Desc:**	**RCN/SF**
System:	**Rec Room Area:**	**Misc 2:**	**N-Fact:** 1.05	**RCNLD/SF**

Assessment: 2019

Land:	$6,175	Excluded:
BLDG:	$0	Ag Use:
Market:	$6,175	
Deferred:	$0	
Exempt:	$0	
Taxable:	$6,175	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD

HSF: **TSF:** 0 **Total:**

Entrances

Revisit:
Reason:

Appr	Date	Code	Rev2

Building Permit

Date	Permit #	Permit $	CO Date	Flg

PAR ID: 22778754710000	Map #: F090 083 041	JURIS CD: G01 PENDER COUNTY R40 PENDER EMS	F28 ATKINSON FIRE	Route #: 22000

PIN #: **PENDER CO NC - Property Card** Printed: 12/05/19 Card: 1 of 0 Appraiser: ZAB

Land Description: **LUC:** 131 **NBHD:** R8000

N-Fact: **Topo1:** level **Topo3:** **Road 1:** unpaved
Zoning: RP **Topo2:** **Traffic:** **Road 2:**

L#	Typ	Code	Desc	Size	BaseRate	Adj	AdjRate	Value
1	A	3	Undevel	0.4900	10000		10000	6,175

Total Parcel Size: AC 0.4900 Rate/AC 12,602.04 Value 6,175

Ag Use	LN	Soil	Acres	Rate	Value

Value

Comments:

#	Comment
2	Kings Drive

OB&Y

L#	Code	Yr Blt	Eff Yr	W x L	Area	Grd	Units	Mod Cd	Rate	Ovrd Rte	RCN	Cnd	Fnct	%Cmp	%Gd	RCNLD
				x												
				x												
				x												
				x												
				x												
														Total:		

Pender County
Carol Peay Board Reappointment to the ABC Board

TO:	Board of County Commissioners
FROM:	Alexis Stanfield
DATE:	July 10, 2023
SUBJECT:	Carol Peay Board Reappointment to the ABC Board

SUMMARY:
Carol Peay has served for two terms on the Pender County ABC Board for district 3. Her latest term expired on June 30, 2023. If the Board were to approve this board reappointment, Carol Peay would serve her final term of three years and it would expire on June 30, 2026.

ACTION REQUESTED:
Approval of Carol Peay to the ABC Board representing district 3 for a three-year term.

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

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

APPLICANT INFORMATION

Last Name: Peay	First: Carol	M.I.: D.	Date: 06-14-2023
Physical Address: 4277 Little Kelly Rd.			Apartment/Unit #:
City: Rocky Point, NC 28457	State: North Carolina		ZIP: 28457
Mailing Address (if different from above): Same as above			
City:	State:		ZIP:
Home Phone: 910-300-6289	Work Phone: 910-523-0102	E-mail Address 1: CarolPeay@ec.rr.com	
Fax Number: NA		E-mail Address 2:	
Board Interest(s): Pender County ABC Board			
How long have you been a resident of Pender County? 53 years			

EDUCATION

High School: New Hanover High School			Location: Wilmington, NC 28401		
From: 66	To: 69	Did you graduate?	YES ☑	NO ☐	
College: East Carolina University			Location: Greenville, NC - BSN - Nursing Degree		
From: 1999	To: 2002	Did you graduate?	YES ☑	NO ☐	Degree: Nursing Degree
Other: James Sprunt CC/CFCC			Location: Kenansville, NC - Wilmington NC		
From: 83	To: 86	Did you graduate?	YES ☑	NO ☐	Degree: ADN + LAN Degree

EMPLOYMENT HISTORY

Current Employment	Pender County Schools	Job Title	RN - School Nurse - Part-time (Retired)
Responsibilities	Provide prevention care / promote health care to school age students		
Previous Employment	Wilmington Health Rehab	Job Title	Staff Nurse / CHN / IC Nurse
Previous Employment	Pender Memorial Hospital	Job Title	Staff Nurse
Previous Employment	Pender County Health Dept	Job Title	Staff Nurse

COMMUNITY INVOLVEMENT

Pender County ABC Board - 09/17 - present

Please list current and past membership in civic or other organizations and offices held:

Pender County Board of Health - July 1996 - 1999
Practical Nurse Education Advisory Committee - CFCC 1995-2005
Trillium Board of Health (previous Southeastern Board of Health)
Coastal Care Area Board (Regional Advisory Boards)

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES ☑ NO ☐ If yes, explain (including length of service).
Pender County ABC Board - Present
Pender County Board of Health

State reasons why you feel qualified for this appointment(s):
1. I have served previously on a diversity of boards gaining the knowledge of policies, procedures, and laws governing these boards.
2. I have gained extensive knowledge while serving as an ABC board member that includes NC Laws, our locate operations, and building construction. I am now participating in the future building development of a new ABC store, warehouse, and office complex for the citizens of Pender County.

MILITARY SERVICE

Branch N/A | From | To

Rank at Discharge | Type of Discharge (optional)

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐ NO ☑ If yes, explain.

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

YES ☑ NO ☐ If yes, list family member name(s) and position/board or committee(s).
David Peay - Animal Control
Amanda Peay - Pender County EMS - 911 operator

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

N/A

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature Carol P. Peay | Date 6.14.23

Pender County
Medicaid Expansion Dollars- DSS Plan to Maximize their Use

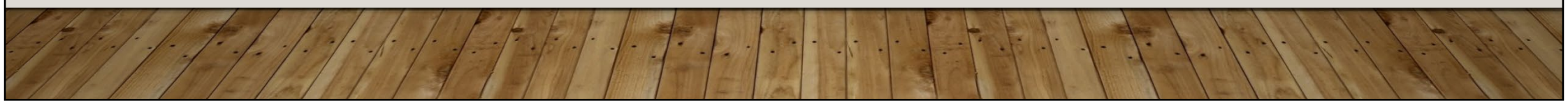
TO:	BOARD OF COMMISSIONERS
FROM:	Wes Stewart
DATE:	July 10, 2023
SUBJECT:	Medicaid Expansion Dollars- DSS Plan to Maximize their Use

SUMMARY:
DSS is requesting approval of our plan to maximize our Medicaid Expansion Dollars.

ACTION REQUESTED:
Approve our plan to maximize our Medicaid Expansion Dollars

MEDICAID EXPANSION DOLLARS

DSS PLAN TO MAXIMIZE THEIR USE



PENDER COUNTY RECEIVED TWO ALLOCATIONS

The first Allocation was designated as Medicaid Expansion Dollars.

$58,810.00

The Second Allocation was designated as Medicaid Gap Funding.

$165,437.00

Let Me Demonstrate How DSS Plans to Utilize These Funds

THE FIRST ALLOCATION

- DURING BUDGET NEGOTIATIONS WITH THE COUNTY MANAGER THE DSS DIRECTOR WAS APPROVED TO HIRE SIX (6) INCOME MAINTENANCE CASEWORKERS AND TWO (2) SOCIAL WORK POSITIONS.
- AFTER THE MANAGER COMMUNICATED WITH THE DSS DIRECTOR HIS DECISION TO APPROVE THE ABOVE THE DSS DIRECTOR REQUESTED THAT THAT THE SOCIAL WORK POSITIONS BE CONVERTED TO THREE (3) INCOME MAINTENANCE POSITIONS TO WHICH THE MANAGER AGREED.
- THE DSS DIRECTOR DID REQUEST THAT IF THE STATE PROVIDED PROMISED FUNDING THAT THE TWO (2) SOCIAL WORK POSITIONS THEN BE ADDED BACK TO THE DSS REQUEST.
- THE FIRST ALLOCATION RESULTED IN THIS REQUEST BEING HONORED.

THE SECOND ALLOCATION

- THE DSS DIRECTOR IS REQUESTING ADDITIONAL POSITIONS THROUGH THIS FUNDING.
- THIS REQUEST INCLUDES THE FOLLOWING POSITIONS;

1. AN ADDITIONAL QUALITY ASSURANCE/QUALITY IMPROVEMENT TRAINING SUPERVISOR AT A COST OF $72,436.22 INCLUDING FRINGE BENEFITS;
2. AN INCOME MAINTENANCE SUPERVISOR, SENIOR AT A COST OF $76,292.38 INCLUDING FRINGE BENEFITS;
3. AN INCOME MAINTENANCE CASEWORKER III (LEAD WORKER) AT A COST OF $60,907.54 INCLUDING FRINGE BENEFITS;
4. SEVEN (7) INCOME MAINTENANCE CASEWORKER II AT A COST OF $399,429.20 INCLUDING FRINGE BENEFITS.

CONTINUED

CONTINUED

5. SIXTY (60) MONITORS AT A COST OF $6,000.00;
6. SIXTY (60) MOUSE/KEYBOARDS AT A COST OF $1,800.00;
7. SIXTY (60) HDMI CABLES AT A COST OF $600.00;
8. SIXTY (60) LAPTOP BAGS AT COST OF $2,100;

TOTAL EXPENDITURE AMOUNT EQUALS $619,565.34

NOW HOW DO WE GET THERE FROM $165,437.00

Remember DSS Gets Medicaid Reimbursement Based On A 75% 25% Split.

75% is reimbursed through Federal & State Government and 25% is County Cost.

Doing the Math

$58,810.00 which is now County Dollars multiplied by 4 equals $235,240.00

$165,437.00 which are now County Dollars multiplied by 4 equals $661,748.00

ALLOCATION ONE

These Dollars Were Realized With The Addition of Three (3) New Income Maintenance Positions In Negotiations With Original Budget

ALLOCATION TWO

These Dollars Will Be Realized With The Additional Staffing Request As Well As Additional Equipment Purchase.

Questions?

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
SUSAN GAIL PERRY • Chief Deputy Secretary for Opportunity and Well-Being

May 17, 2023

DEAR COUNTY DIRECTORS OF SOCIAL SERVICES

ATTENTION: DIRECTORS, FISCAL OFFICERS

SUBJECT: FUNDING TO OFFSET COUNTY COSTS FOR ENHANCED MEDICAID CLAIMING RECLASSIFICATION OF EXPENDITURES

REQUIRED ACTION: ☒ Immediate ☐ Information Only ☐ Time Sensitive

PURPOSE: NOTIFY COUNTIES OF THE ONE-TIME DISTRIBUTION OF ENHANCED MEDICAID CLAIMING (75/25) FOR STATE FISCAL YEAR 2023-2024

As noted in the County Budget Estimates for State Fiscal Year (SFY) 2023-2024, NCDHHS has identified funding for a second straight fiscal year to fill the gap created by the anticipated decrease in federal Medicaid match available to local DSS agencies as a result of the reclassification of certain expenditures from 75/25 to 50/50 federal/county share. DSS agencies are required to reclassify these expenditures per updated guidance that the state received from the Centers for Medicaid and Medicaid services (CMS) regarding county DSS usage of the 75/25 enhanced Medicaid funding for automated eligibility system claims in the state's County Admin Reimbursement/DSS-1571 process. See prior guidance letter for details Updated Guidance on Enhanced Medicaid Claiming - Immediate Action Required.

This notice is to inform counties that the NC Department of Health and Human Services (NCDHHS) will be issuing this funding to counties in a one-time lump sum, advance payment before the end of the current SFY for use in the upcoming SFY 2023-2024. The SFY 2023-2024 total amounts for each county are included in the attached funding allocation spreadsheet and were calculated based on the monthly average of enhanced Medicaid claiming costs per county from September 2022 through April 2023 service months, annualized. Please note that this funding is to be used to offset the SFY 2023-2024 costs incurred by counties as a result of the changes to enhanced Medicaid claiming 75/25 for eligibility and enrollment. Please note that NCDHHS is able to provide this gap funding **only to support eligible county costs through June 30, 2024**; counties will need to seek another source of funding to fill this gap for future fiscal years.

Note: As these monies for SFY 2023-2024 will be disbursed in SFY 2022-2023, counties are required to carry forward the balance of these allocated funds to SFY 2023-2024 to ensure that this gap funding will be available to use in SFY 2023-2024 for the purpose outlined in this letter. The Division of Social Services is sending the funding allocation with this County Director letter specifying the terms and conditions via DocuSign. Counties will be required to approve these terms and conditions via an electronic signature from both the county DSS Director and the

County Manager. Any funds not used for eligible expenditures through June 30, 2024, must be reverted back to DHHS, through a process to be determined at future date.

Sincerely,



Richard Stegenga
Director, Business Operations
Division of Social Services

cc: Jay Ludlam, Deputy Secretary, NC Medicaid
Melanie Bush, Chief Operating Officer, Division of Health Benefits
Susan G. Osborne, Assistant Secretary for Human Services
Michael Leighs, Director of Operations and Strategic Initiatives
Marjorie C. Donaldson, Chief Financial Officer
Laketha M. Miller, Controller, Office of the Controller
Felicia Harris, Budget Officer, Division of Social Services

BG-07-23

FUNDING ALLOCATION OF COUNTY 75/25 E&E GAP FOR
STATE FISCAL YEAR 2023-2024

DATE: 5/17/2023
PAY MONTH: May-23

	COUNTY	TOTAL PAYMENT
01	ALAMANCE	$420,939.00
02	ALEXANDER	$104,614.00
03	ALLEGHANY	$32,504.00
04	ANSON	$40,999.00
05	ASHE	$188,882.00
06	AVERY	$32,601.00
07	BEAUFORT	$88,341.00
08	BERTIE	$84,120.00
09	BLADEN	$58,892.00
10	BRUNSWICK	$262,687.00
11	BUNCOMBE	$1,142,692.00
12	BURKE	$226,836.00
13	CABARRUS	$561,659.00
14	CALDWELL	$175,657.00
15	CAMDEN	$38,971.00
16	CARTERET	$128,724.00
17	CASWELL	$34,710.00
18	CATAWBA	$311,993.00
19	CHATHAM	$159,991.00
20	CHEROKEE	$158,499.00
21	CHOWAN	$42,313.00
22	CLAY	$41,678.00
23	CLEVELAND	$268,805.00
24	COLUMBUS	$39,427.00
25	CRAVEN	$359,648.00
26	CUMBERLAND	$439,165.00
27	CURRITUCK	$79,055.00
28	DARE	$171,268.00
29	DAVIDSON	$245,803.00
30	DAVIE	$103,758.00
31	DUPLIN	$105,944.00
32	DURHAM	$1,468,688.00
33	EDGECOMBE	$188,310.00
34	FORSYTH	$506,188.00
35	FRANKLIN	$207,700.00
36	GASTON	$566,266.00
37	GATES	$52,710.00
38	GRAHAM	$49,233.00
39	GRANVILLE	$139,910.00
40	GREENE	$21,540.00
41	GUILFORD	$1,546,895.00
42	HALIFAX	$199,438.00
43	HARNETT	$189,396.00
44	HAYWOOD	$240,749.00
45	HENDERSON	$230,342.00
46	HERTFORD	$136,557.00
47	HOKE	$196,828.00
48	HYDE	$19,767.00

49	**IREDELL**	$277,532.00
50	**JACKSON**	$121,064.00
51	**JOHNSTON**	$476,360.00
52	**JONES**	$41,007.00
53	**LEE**	$98,139.00
54	**LENOIR**	$111,816.00
55	**LINCOLN**	$257,444.00
56	**MACON**	$123,822.00
57	**MADISON**	$66,673.00
58	**MARTIN**	$113,882.00
59	**MCDOWELL**	$69,646.00
60	**MECKLENBURG**	$2,209,592.00
61	**MITCHELL**	$41,655.00
62	**MONTGOMERY**	$44,729.00
63	**MOORE**	$193,209.00
64	**NASH**	$177,284.00
65	**NEW HANOVER**	$586,752.00
66	**NORTHAMPTON**	$116,270.00
67	**ONSLOW**	$294,482.00
68	**ORANGE**	$262,220.00
69	**PAMLICO**	$40,050.00
70	**PASQUOTANK**	$150,154.00
71	**PENDER**	$165,437.00
72	**PERQUIMANS**	$27,944.00
73	**PERSON**	$197,544.00
74	**PITT**	$506,522.00
75	**POLK**	$35,463.00
76	**RANDOLPH**	$315,153.00
77	**RICHMOND**	$131,297.00
78	**ROBESON**	$239,150.00
79	**ROCKINGHAM**	$219,467.00
80	**ROWAN**	$213,336.00
81	**RUTHERFORD**	$240,624.00
82	**SAMPSON**	$111,561.00
83	**SCOTLAND**	$161,298.00
84	**STANLY**	$61,002.00
85	**STOKES**	$94,549.00
86	**SURRY**	$182,317.00
87	**SWAIN**	$39,948.00
88	**TRANSYLVANIA**	$88,918.00
89	**TYRRELL**	$71,024.00
90	**UNION**	$703,576.00
91	**VANCE**	$110,554.00
92	**WAKE**	$1,780,458.00
93	**WARREN**	$131,194.00
94	**WASHINGTON**	$86,874.00
95	**WATAUGA**	$105,809.00
96	**WAYNE**	$204,060.00
97	**WILKES**	$112,252.00
98	**WILSON**	$272,665.00
99	**YADKIN**	$60,369.00
00	**YANCEY**	$50,475.00
50	**JACKSON NAM**	$10,625.00
87	**SWAIN NAM**	$14,052.00
	TOTAL	**24,730,991.00**

I certify these funds will be used for the intended purposes as specified within the Dear County Director Letter BG-07-2023 Funding to Offset County Costs for Enhanced Medicaid Claiming Reclassification of Expenditures during State Fiscal Year 2023-2024

County Name: _____

_____

DSS Director Signature Date

_____

County Manager Signature Date

Pender County
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

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	July 10, 2023
SUBJECT:	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

SUMMARY:
Brian Nadeau, applicant, on behalf of Gregory and Mary Noland, owners, is requesting the approval of a Zoning Map Amendment to rezone two tracts of land totaling approximately 2.66 acres from the RP, Residential Performance zoning district, to the GB, General Business zoning district. The subject properties are located on the east side of US Highway 17, south of the intersection of US Highway 17 and Groves Point Drive in the Topsail Township and may be further identified by Pender County PINs 4215-67-9491-0000 and 4215-77-0227-0000.

ACTION REQUESTED:
To hold a public hearing and consider the Zoning Map Amendment request.

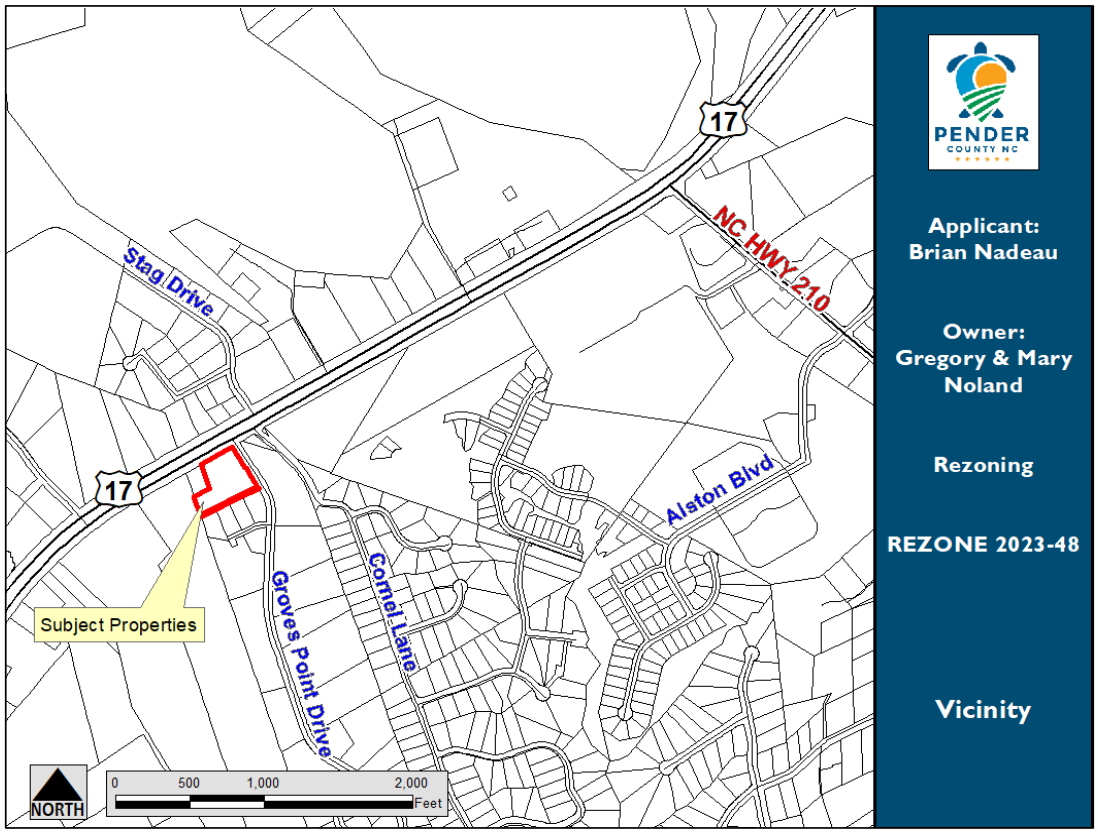
ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Site Map
5. Table of Permitted Uses

STAFF REPORT FOR REZONE 2023-48
ZONING MAP AMENDMENT APPLICATION

APPLICATION SUMMARY	
Case Number	REZONE 2023-48
Hearing Dates	June 6, 2023 Planning Board July 10, 2023 Board of Commissioners
Applicant	Brian Nadeau
Property Owner(s)	Gregory & Mary Noland
Parcel Identification Number(s)	4215-67-9491-0000 & 4215-77-0227-0000
Acreage	+/- 2.66
Township	Topsail
Pender 2.0 Future Land Use Category	Neighborhood Mixed Use

REZONING PROPOSAL
Brian Nadeau, applicant, on behalf of Gregory and Mary Noland, owners, is requesting the approval of a Zoning Map Amendment to rezone two tracts of land totaling approximately 2.66 acres from the RP, Residential Performance zoning district, to the GB, General Business zoning district.
LOCATION
The subject properties are located on the east side of US Highway 17, south of the intersection of US Highway 17 and Groves Point Drive in the Topsail Township and may be further identified by Pender County PINs 4215-67-9491-0000 and 4215-77-0227-0000.

Below: Vicinity Map of the Area



REZONING PROPOSAL

The applicant is proposing to rezone two parcels that total approximately 2.66 acres from the RP, Residential Performance zoning district to the GB, General Business zoning district. The two subject parcels are contiguous. The larger parcel is approximately 2.5 acres and has frontage on US Highway 17 and Groves Point Drive. The smaller parcel is approximately .16 acres and is located immediately south of the larger parcel.

The proposed Zoning Map Amendment is a general use rezoning, meaning a conceptual plan is not required as part of the application. If approved, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the General Business zoning district. Any future development of the site must comply with the standards of the General Business zoning district and is subject to review and approval by the Technical Review Committee (TRC) to ensure compliance with all applicable local, State and Federal regulations.

Intent of the General Business Zoning District

The General Business zoning district is primarily intended to accommodate uses which require close access to major highways. The district is established to provide convenient locations for businesses which serve the needs of surrounding residents, including office, retail, and personal service uses.

Below: Aerial Map of the Subject Properties



Dimensional Requirements

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

Minimum Setback (General Business)	
Front	25’
Side	10’
Rear	10’
Corner	12’
Max. Height	40’
Structure Separation	20’

Allowable Uses
Because this is a general use rezoning, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the General Business zoning district. The table below provides a general list of typical developments permitted in the General Business zoning district. A comprehensive list of all uses from Section 5.2.3 of the UDO is included as an attachment.

	GB, General Business
Residential Uses	Upper story Residential
Commercial Uses	≈ 83 uses by-right (Retail Trade, Real Estate and Rental and Leasing, Professional Scientific and Technical Services, Educational Services, ≈ 18 uses w/ SUP (Utilities, Manufacturing, Arts, Entertainment, and Recreation etc.)

TRANSPORTATION INFRASTRUCTURE

Access
The subject properties have direct access to US Highway 17 (public) and Groves Point Drive (private). Redevelopment of the subject properties would require driveway approval from the North Carolina Department of Transportation (NCDOT).

Traffic
Traffic Impact Analyses (TIA) are not required for general use rezonings since a site-specific development plan is not required to be included in the application package. The UDO requires a Traffic Impact Analysis (TIA) to be completed when a development generates 100 trips in the morning or evening peak hours or over 1,000 trips per day. If approved and developed in the future, estimated trip generation data will be required during the review of any site-specific development plan to determine if a TIA is required. Volume and capacity data for this section of US Highway 17 is shown in the table below.

NCDOT Annual Average Daily Traffic (AADT) – 2021; WMPO Roadway Capacities – 2020

Road	Location	Volume	Planning Capacity	V/C
US Hwy 17	Between NC 210 and Morris Dr	46,000	44,678	1.03

OTHER INFRASTRUCTURE

Utilities
Public water is available through Pender County Utilities (PCU) and according to available GIS data, the nearest PCU water main is along the east side of US Highway 17. Based on available data and information from private sewer providers, private sewer is available at this location. The method of water and sewer service will be determined when a site-specific development plan is submitted for review.

Schools
There is no development proposal associated with this general use rezoning, so no specific impacts to the school system are known at this time. The proposed rezoning would transition the property from a residential use to a commercial use, so impacts to the schools are not anticipated.

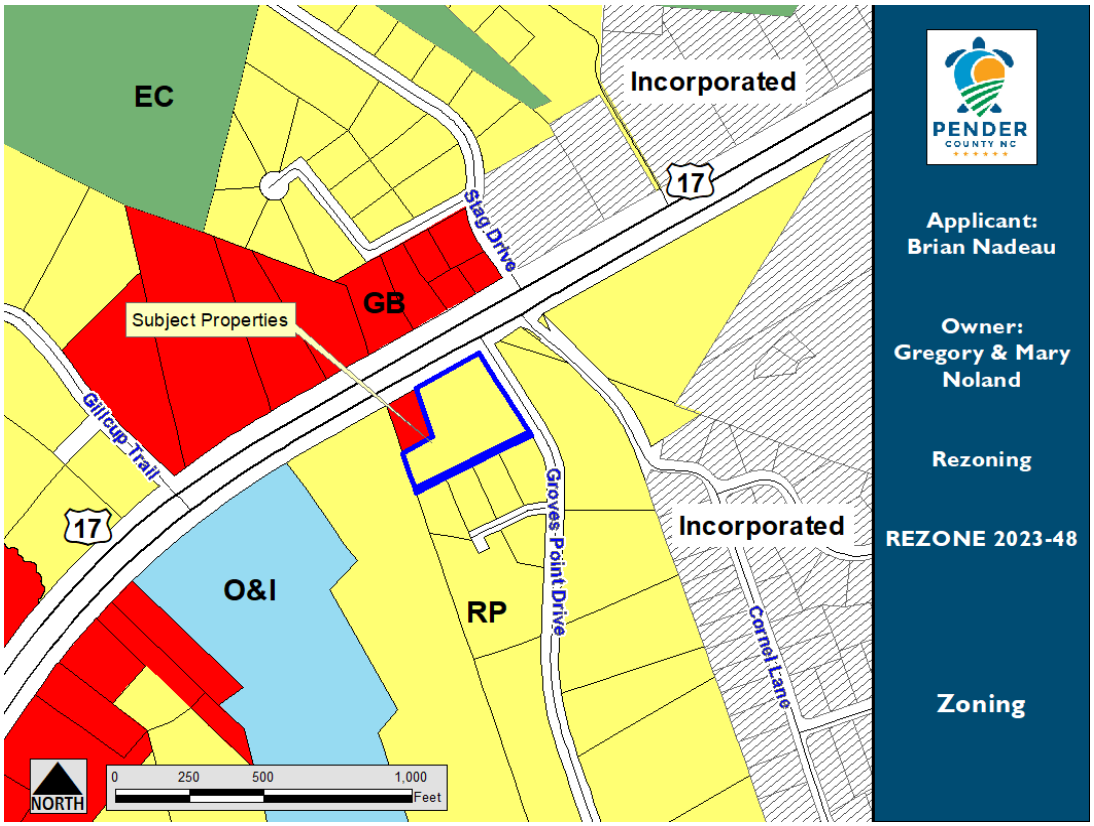
Environmental Impacts
The table below discusses potential impacts to environmentally sensitive areas, including flood zones, wetlands, and state-delineated Areas of Environmental Concern.

ENVIRONMENTAL CHARACTERISTICS	
Special Flood Hazard Areas	The subject property does not contain Special Flood Hazard Areas[1].
Wetlands	The subject properties may contain characteristics of wetlands.[2, 3].
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

EVALUATION

Below: Current Zoning Map of the Area

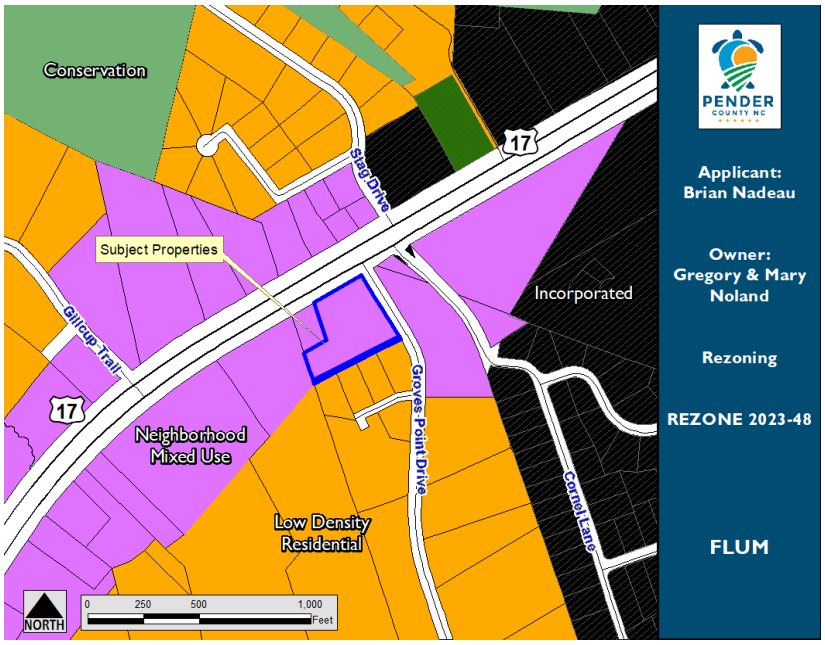


Surrounding Zoning

The table below describes the zoning districts surrounding the subject properties.

CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential, Commercial	RP, Residential Performance; GB, General Business; Incorporated
East	Residential	RP, Residential Performance; Incorporated
South	Residential	RP, Residential Performance
West	Commercial, Residential	GB, General Business; RP, Residential Performance; O&I, Office & Institutional

Pender 2.0 Comprehensive Land Use Plan Compliance: The subject properties are located within the Neighborhood Mixed Use Future Land Use Category as shown in the Future Land Use Map (FLUM) within the Pender 2.0 Comprehensive Land Use Plan. The Neighborhood Mixed Use category allows for a transition between more intense commercial, office, and residential development to lower density residential neighborhoods. The neighborhood mixed use category is primarily dedicated to non-residential uses that provide services, entertainment, and amenities to residents within a three mile radius. Land use and development within this category is closely coordinated with existing and planned roadway transportation networks, while encouraging bicycle and pedestrian access. This future land use category should be composed of a mixture of integrated commercial, office, institutional, and single-family residential uses. This future land use classification is not intended to be solely reserved for mixed use developments. Single use developments that contribute toward an integrated land use pattern of appropriate commercial, office, civic, and medium density residential uses are encouraged.



Appropriate uses include neighborhood-scale retail, restaurant, and office establishments; religious and educational institutions; and higher-density single-family residences – attached and detached. Large-scale or intense commercial establishments, multi-family development, and industrial operations are not appropriate. Building footprints are generally limited to 15,000 square feet in size or smaller. These areas should be served by water and sewer infrastructure. Development density within this category allows for up to 10 units per acre for residential development.

In addition to the Future Land Use Map, the proposed Zoning Map Amendment request was found to be consistent with the following policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.C: Coordination with Infrastructure/Services:** The County shall encourage development in areas where the necessary infrastructure – roads, water, sewer,

broadband, and schools – is available, planned or can be most cost effectively provided and extended to serve existing and future development. Natural resource conservation should be considered.

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

Policy 5.1.H: Mixed Use Development: The County supports a wide range of commercial and residential development at varying intensities, when appropriately located, and provided that impacts to adjacent property owners and traffic congestion is mitigated.

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

Unified Development Ordinance Compliance: Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.3.5 Approval Criteria for Rezoning

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

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

RECOMMENDATION

Planning Staff is submitting this proposal for Board of Commissioners disposition. The proposed Zoning Map Amendment is consistent with the Future Land Use Map and four policies within the Pender 2.0 Comprehensive Land Use Plan. The request to rezone the subject parcels to the General Business zoning district is consistent with the Pender 2.0 Comprehensive Land Use Plan and the allowable uses within the requested zoning district are generally compatible with the surrounding area. Planning Staff respectfully recommends approval of the Zoning Map Amendment as detailed in this report. At their June 6, 2023, meeting, the Pender County Planning Board unanimously (5-0) recommended approval of the Zoning Map Amendment.

BOARD OF COMMISSIONERS ACTION NEEDED:

TO APPROVE: Motion to approve the Zoning Map Amendment and to make a finding that the approval is consistent with the following policies in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 5.1.C**
- **Policy 5.1.D**
- **Policy 5.1.H**
- **Policy 5.1.K**

The proposed rezoning is consistent with the Neighborhood Mixed Use Future Land Use classification in the Pender 2.0 Comprehensive Land Use Plan because it has the potential to be generally consistent with current land uses in the vicinity.

TO DENY: Motion to deny the Zoning Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING]…

PLANNING BOARD ACTION FOR GENERAL USE REZONING

MOTION	SECONDED
Buchanan	Teachey

APPROVED	DENIED	UNANIMOUS
Yes		Yes

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
Yes	Yes	Yes	Absent	Absent	Yes	Yes

DocuSign Envelope ID: 4EA1FAF2-8487-4F27-8196-4573987E4EC7

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	ZMA REZONE-2023-48	**Date**	3/27/23
Application Fee	$ $500	**Invoice**	00032217
Pre-Application Conference	N/A	**Hearing Date**	PB-6/6/23 BOCC-7/10/23

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	Brian Nadeau	**Owner's Name:**	Gregory Noland & Mary Noland
Applicant's Address:	15894 US Hwy 17	**Owner's Address:**	3514 Crymes Rd
City, State, & Zip	Hampstead, NC 28443	**City, State, & Zip**	Meherrin, VA 23954
Phone Number:	910-622-6258	**Phone Number:**	434-607-1463
Email Address:	brian@creativecommercial.biz	**Email Address:**	gregknoland@gmail.com

Legal relationship of applicant to landowner: Real Estate Broker

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	4215-67-9491-0000; 4215-77-0227-0000	**Total property acreage:**	2.5 Acres
Current Zoning District:	Residential Performance (RP)	**Proposed Zoning District:**	General Business (GB)
Project Address:	22550 US Hwy 17		
Description of Project Location:	2.5 acre parcel located at the corner of Hwy 17 and Graves Point Drive. Located 2/3 acre south of intersection of Hwy 17 & Hwy 210		

SECTION 3: SIGNATURES

Applicant's Signature	Brian Nadeau	**Date:**	3/13/23
Applicant's Name Printed	Brian Nadeau	**Date:**	3/13/23
Owner's Signature	DocuSigned by: A121D2E2C6D7499...	**Date:**	3/14/2023
Owner's Name Printed	Gregory Noland	**Date:**	3/14/2023

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda

Rezoning/Zoning Map Amendment Checklist

☑	Signed application form
☑	Application fee
☑	A list of names and addresses, as obtained from the county tax listings and tax abstract, all adjacent property owners, including property owners directly across any road or road easement, and owners of the property under consideration for rezoning.
☑	Two (2) business size envelopes legibly addressed with **first class** postage for each of the adjacent and abutting property owners on the above list.
☑	Accurate legal description or a map drawn to scale showing the property boundaries to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map.
☑	18 (11"x17") map copies to be distributed to the Planning Board
☑	20 (11"x17") map copies to be distributed to the Board of Commissioners
☐	Digital (.pdf) submission of all application materials
☑	A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case. If the owner and applicant are different, the letter must be signed by both parties.

Office Use Only

☐	**ZMA Fees:** (*$500.00 for first 5 acres; $10/acre thereafter up to 1,000 acres; $5/acre thereafter)*	**Total Fee Calculation: $**

Attachments Included with Application: (Please include # of copies)

CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N

Payment Method:	**Cash :** ☐ $_____	**Credit Card:** ☐ Master Card ☐ Visa	**Check:** ☐ Check # _____

Application received by:		**Date:**
Application completeness approved by:		**Date:**

Dates scheduled for public hearing:
- ☐ **Planning Board:**
- ☐ **Board of Commissioners:**

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

DocuSign Envelope ID: 4EA1FAF2-8487-4F27-8196-4573987E4EC7

REZONING NARRATIVE
22550 HIGHWAY 17
MARCH 13, 2023

This undeveloped 2.5+/- acre property is located at the corner of Highway 17 and Groves Point Road, about 300' from the Town of Surf City boundary.

Currently zoned Residential Performance (RP), we are requesting a change to General Business (GB), recognizing this is the most appropriate designation given the frontage on the high traffic highway and the extensive commercial uses already established nearby.

The adjoining parcel to the South has GB zoning, as do ten parcels directly across the street. To the North, within the Town of Surf City, there are many business uses now in place.

Given this area's proximity to the major Highway 17 and Highway 210 intersection, the Pender Future Land Use Plan designates the subject property, and its surroundings, for "Neighborhood Mixed Use", which supports business development.

Brian Nadeau
Applicant

DocuSigned by:
A121D2E2C8D7489...
Gregory Noland
Owner

Pender County



March 10, 2023

1:1,261

0 0.01 0.02 0.04 mi

0 0.015 0.03 0.06 km

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

Sewage Treatment Facilities*	221320		S	PMD/S		PMD/S				P	
Except: Sewage Lift Stations*		SD	SD	PMD/S	PMD/S	PMD/S	D	D	D	D	
*County Owned or County Service District Provided Systems=P											

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

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

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

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

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

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

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

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

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

5.3 USES WITH STANDARDS

5.3.1 General

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

Pender County
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

TO:	Board of County Commissioners
FROM:	Justin Brantley
DATE:	July 10, 2023
SUBJECT:	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

SUMMARY:
Henry Nadeau, applicant, and Taylor-Meadows Lands LLC, owner, are requesting the approval of a Zoning Map Amendment to rezone one tract of land totaling approximately 1.64 acres from the RM-CD1, Residential Mixed Conditional zoning district, to the GB, General Business zoning district. The subject property is located on the east side of US Hwy 17, approximately 450 feet south of the intersection of US Hwy 17 and Hoover Road in the Topsail Township and may be further identified by Pender County PIN 3292-08-0050-0000.

ACTION REQUESTED:
To hold a public hearing and consider the Zoning Map Amendment request.

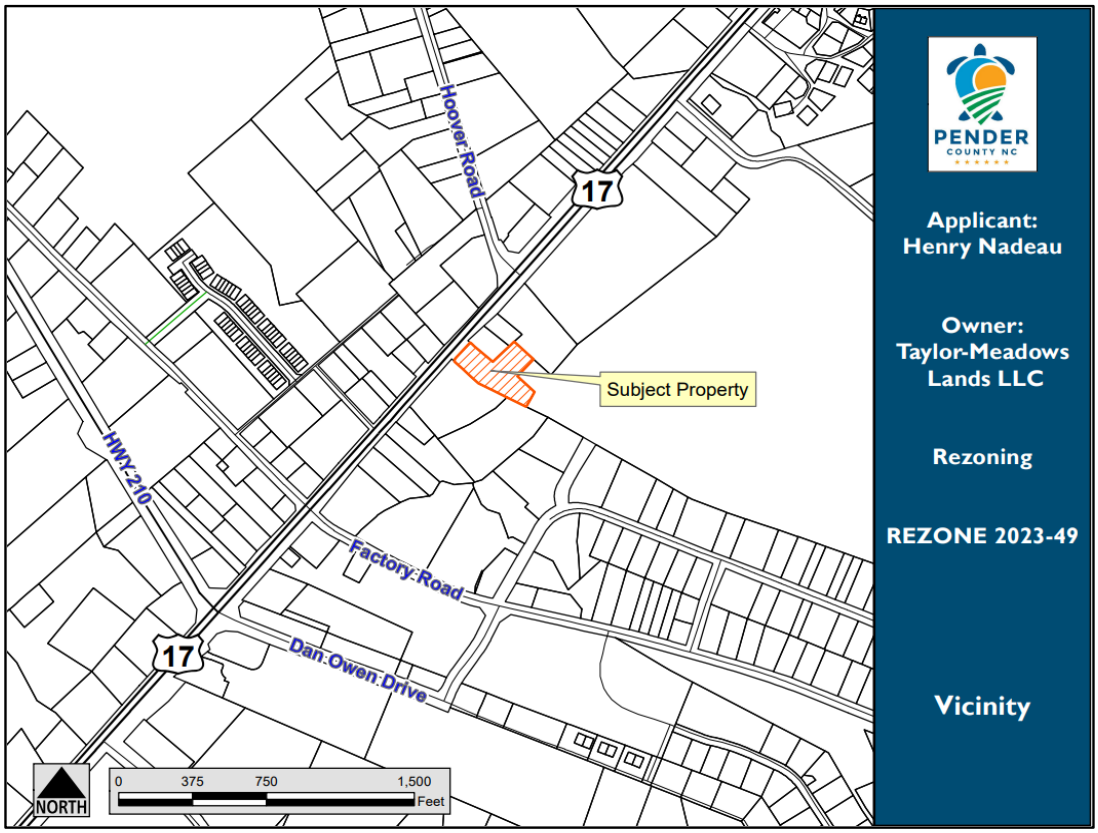
ATTACHMENTS:
1. Staff report
2. Application
3. Narrative
4. Site Map
5. Attachment 1 - RM-CD1 Case Summary
6. Attachment 2 - RM-CD1 Site Plan
7. Attachment 3 - Table of Permitted Uses

STAFF REPORT FOR REZONE 2023-49
ZONING MAP AMENDMENT APPLICATION

APPLICATION SUMMARY	
Case Number	REZONE 2023-49
Hearing Dates	June 6, 2023 Planning Board July 10, 2023 Board of Commissioners
Applicant	Henry Nadeau
Property Owner(s)	Taylor-Meadows Lands LLC
Parcel Identification Number(s)	3292-08-0050-0000
Acreage	+/- 1.64
Township	Topsail
Pender 2.0 Future Land Use Category	Regional Mixed Use

REZONING PROPOSAL
Henry Nadeau, applicant, and Taylor-Meadows Lands LLC, owner, are requesting the approval of a Zoning Map Amendment to rezone one tract of land totaling approximately 1.64 acres from the RM-CD1, Residential Mixed Conditional zoning district, to the GB, General Business zoning district.
LOCATION
The subject property is located on the east side of US Hwy 17, approximately 450 feet south of the intersection of US Hwy 17 and Hoover Road in the Topsail Township and may be further identified by Pender County PIN 3292-08-0050-0000.

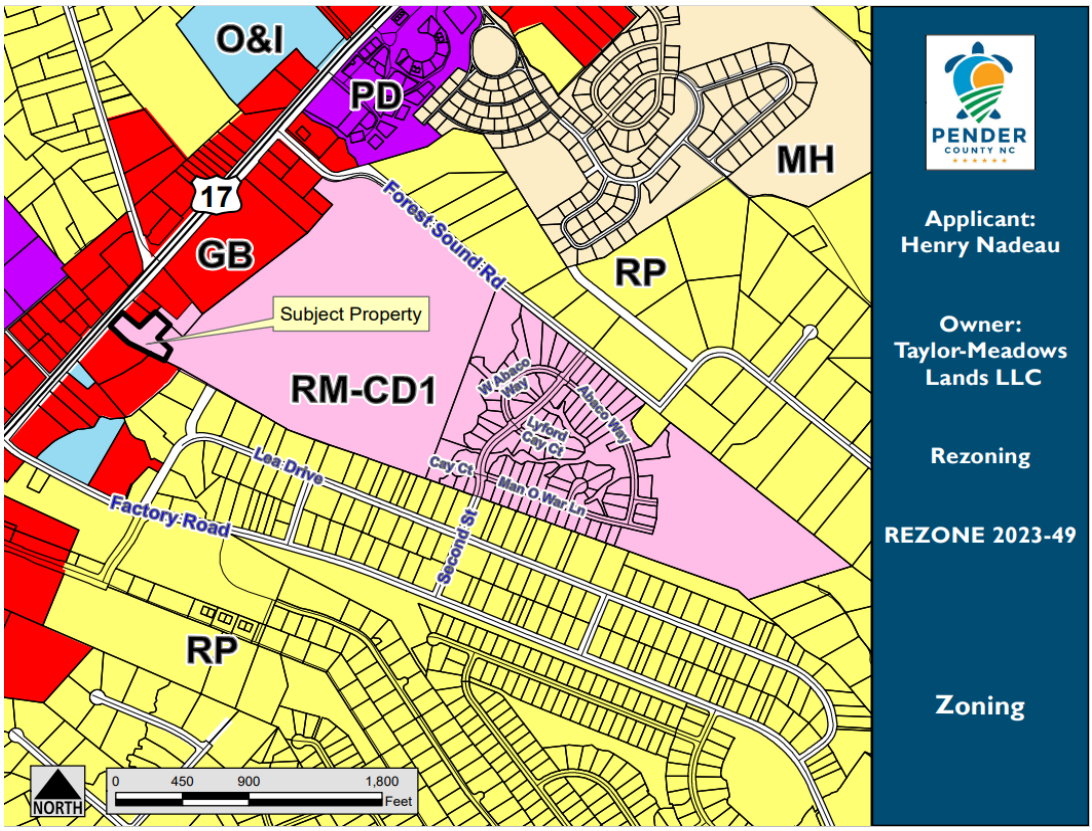
Below: Vicinity Map of the Area



REZONING PROPOSAL

The applicant is proposing to rezone approximately 1.64 acres from the RM, Residential Mixed Conditional zoning district to the GB, General Business zoning district. The intention of the application is for the zoning of the subject property to be consistent with the surrounding zoning designations and land uses along this section of US Hwy 17. The application and narrative for the request are provided as attachments. Because this is a general use rezoning, a conceptual plan is not included within the application. If approved, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the GB, General Business zoning district. However, any future development of the site must comply with the standards of the GB, General Business zoning district and is subject to review and approval by the Technical Review Committee (TRC) and Planning Board to ensure compliance with all applicable local, State, and Federal regulations.

Below: Zoning Map of the Area



Background

On November 23, 2015 the Pender County Board of Commissioners approved a zoning map amendment for a conditional rezoning from RP, Residential Performance zoning district to RM, Residential Mixed conditional zoning district 1 for one tract totaling approximately 120.87 acres. This approval allowed for the development of a single-family neighborhood consisting of 106 homes with neighborhood amenities. This development is known as the Sanctuary at Forest Sound and is located between Forest Sound Road to the north and Lea Drive to the south. Planning Staff are currently reviewing an application for a Final Plat for the third and final phase of the subdivision. To see a complete summary of the RM-CD1 Zoning District see attachment 1 and attachment 2 for the approved site plan by the Board of Commissioners.

While the current request is for a parcel of land that is along US Hwy 17, it is nearly half a mile from the nearest home in this subdivision. The reason for this separation is due to a large area of undevelopable land within the RM-CD1 zoning district.

This project was required to provide 3.18 acres of open space based on the number of proposed residential lots. See table below from the plan approved by the Board of Commissioners.

OPEN SPACE REQUIREMENTS	
REQUIRED:	0.03 ACRES/ 106 UNITS = 3.18 ACRES
ACTIVE SPACE:	NO LESS THAN 50% = 1.59 ACRES
PASSIVE SPACE:	NO MORE THAN 50% = 1.59 ACRES
PROVIDED:	5.73 ACRES
ACTIVE SPACE:	3.26 ACRES
PASSIVE SPACE:	2.47 ACRES

The portion of the rezoning site associated with the current request was not included as part of the required or provided open space (passive and active) requirement.

North Carolina General Statutes (NCGS) provide the following in Section 160D-703(b) concerning Conditional Districts: "If multiple parcels of land are subject to a conditional zoning, the owners of individual parcels may apply for modification of the conditions so long as the modification would not result in other properties failing to meet the terms of the conditions. Any modifications approved apply only to those properties whose owners petition for the modification."

It is the determination of Planning Staff that this request would have no material effect on the approval of the RM-CD1 zoning district.

Intent of the General Business Zoning District

The General Business zoning district is primarily intended to accommodate uses which require close access to major highways. The district is established to provide convenient locations for businesses which serve the needs of surrounding residents, including office, retail, and personal service uses.

Below: Aerial Map of the Area



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

Minimum Setback (General Business)	
Front	25'
Side	10'
Rear	10'
Corner	12'
Max. Height	40'
Structure Separation	20'

Allowable Uses
Because this is a general use rezoning, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the GB, General Business zoning district. The table below provides a general list of typical developments permitted in the GB, General Business zoning district. A comprehensive list of all uses from Section 5.2.3 of the UDO is included in Attachment 3.

	GB, General Business
Residential Uses	Upper story Residential
Commercial Uses	≈ 83 uses by-right (Retail Trade, Real Estate and Rental and Leasing, Professional Scientific and Technical Services, Educational Services, ≈ 18 uses w/ SUP (Utilities, Manufacturing, Arts, Entertainment, and Recreation etc.)

TRANSPORTATION INFRASTRUCTURE

Access
The subject property has direct access to US Hwy 17. Development of the subject property would require driveway approval from the North Carolina Department of Transportation (NCDOT).

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

NCDOT Average Annual Daily Traffic (AADT) – 2021; WMPO Roadway Capacities – 2020

Road	Location	Volume	Planning Capacity	V/C
US Hwy 17	Between NC 210 and Morris Dr	44,500	37,232	1.20

OTHER INFRASTRUCTURE

Utilities

Public water is available through Pender County Utilities (PCU) and according to available GIS data, the nearest PCU water main is along the east side of US Hwy 17. Based on available data and information from private sewer providers, private sewer is available at this location. The method of water and sewer service will be determined when a site-specific development plan is submitted for review.

Schools

There is no development proposal associated with this general use rezoning, so no specific impacts to the school system are known at this time. Because the proposed rezoning is from a RM-CD1, Residential Mixed Conditional zoning district, to a GB, General Business zoning district, impact to school capacity is not anticipated.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain Special Flood Hazard Areas[1].
Wetlands	The subject property may contain characteristics of wetlands.[2, 3].
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

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

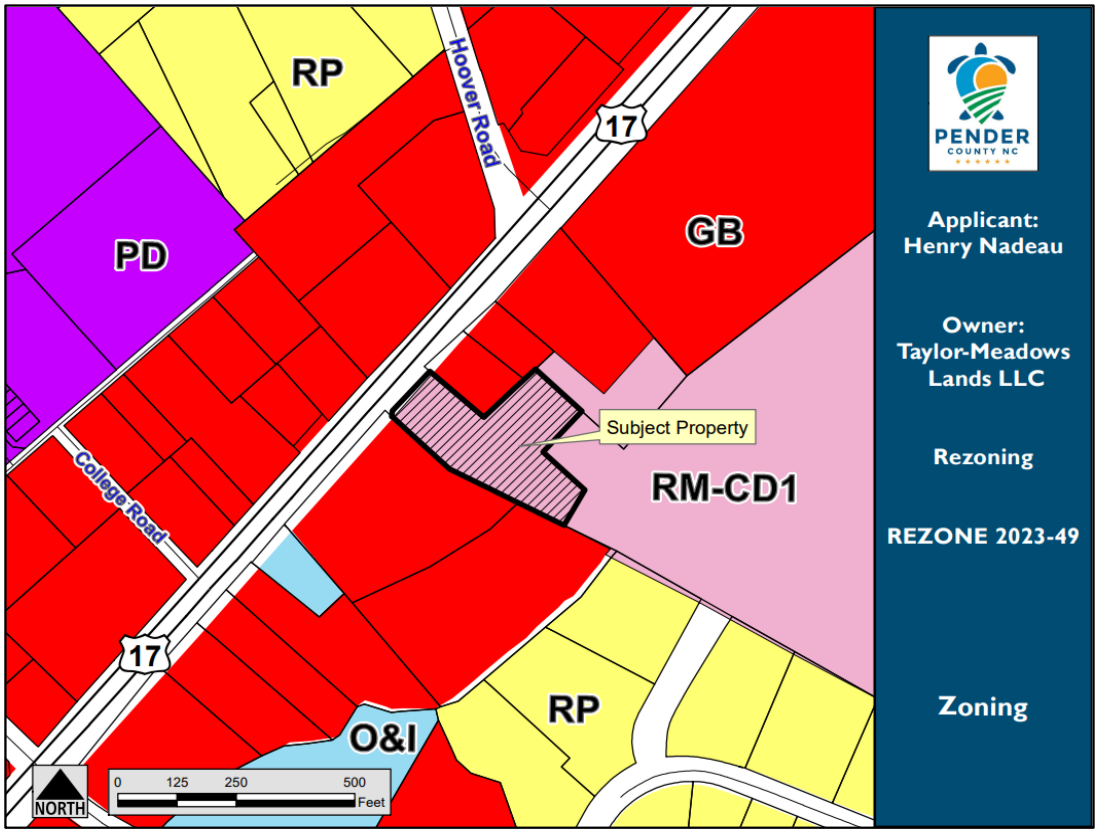
[2] According to the NC Division of Coastal Management (NC DCM)

[3] According to the National Wetlands Inventory (NWI)

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

EVALUATION

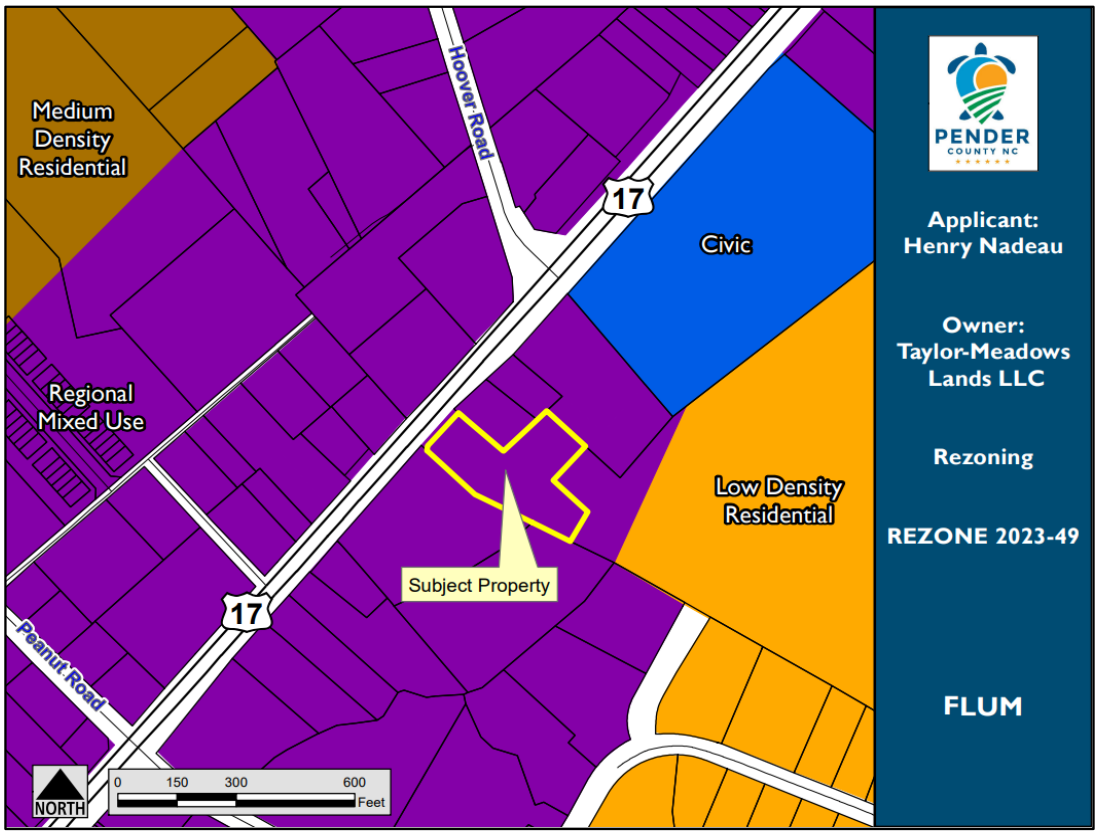
Below: Current Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Commercial	GB, General Business
East	Residential	RM-CD1
South	Commercial	GB, General Business
West	Commercial	GB, General Business

Surrounding Zoning
The subject property is currently within the RM-CD1, Residential Mixed Conditional zoning district. Properties immediately adjacent to the subject property are currently zoned GB, General Business, and RM-CD1, Residential Mixed Conditional Zoning, as indicated by the table above.

Below: Future Land Use Map of the Area



Pender 2.0 Comprehensive Land Use Plan Compliance: The subject property is located within the Regional Mixed Use Future Land Use Category as shown in the Future Land Use Map (FLUM) within the Pender 2.0 Comprehensive Land Use Plan.

The regional mixed use category will allow for the strategic allocation of future development and population growth, while limiting land use conflicts within existing neighborhoods. Growth is focused in locations that are served by water/sewer infrastructure and are located along planned major collector roadways and existing primary roadway corridors in the southern portion of the County (I-40, US 17, US 117, US 421, and NC-210). This future land use category provides access to retail, office, and multi-family residential uses. These land uses are primarily accessed by the automobile, but facilities should be included to increase the viability of access via walking or cycling.
The preferred land use mix is primarily commercial/retail and office with multi-family residential

uses. Large employment centers and retail spaces are encouraged. Higher density single-family uses should account for less than 25% of a development proposal and should complement a more substantial mix of commercial/office and multi-family development. Development within this category should provide ample landscaping and street trees to present an inviting environment to travelers passing through the County. More intense commercial and offices uses requiring larger lots sizes, parking area, and stormwater infrastructure are permitted in this land use category. Artisan manufacturing is encouraged in this category.

Big box buildings, such as department stores, variety stores, warehouse retail centers, grocery stores, furniture outlets, and similar buildings shall be designed such that the exterior façade has the appearance of several smaller, human scale, buildings through the use of vertical treatments and elements that break up the horizontal wall.

Internal circulation patterns should create street-like spaces lined with on-street angled or parallel parking and parking areas. Internal pedestrian connections should also be provided whereby structures within a development are connected with each other. Sidewalks should connect all buildings within the site and to adjoining sites. Sidewalks should have street trees and pedestrian lighting. Surface parking lots should be heavily shaded, landscaped, and located in the rear of new development where practicable. Shared parking should be encouraged where multiple uses are located within walking distance (1/4 mile). Stormwater infrastructure should be located behind buildings or incorporated into the design of the development as an amenity. Development density within this category allows for up to 15 units per acre for multi-family residential development and up to 10 units per acre for single family development.

In addition to the Future Land Use Map, the proposed Zoning Map Amendment was found to be consistent with the following policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.C: Coordination with Infrastructure/Services:** The County shall encourage development in areas where the necessary infrastructure – roads, water, sewer, broadband, and schools – is available, planned or can be most cost effectively provided and extended to serve existing and future development. Natural resource conservation should be considered.
>
> **Policy 5.1.D: Focused Growth and Development:** The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.
>
> **Policy 5.1.H: Mixed Use Development:** The County supports a wide range of commercial and residential development at varying intensities, when appropriately located, and provided that impacts to adjacent property owners and traffic congestion is mitigated.

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

Unified Development Ordinance Compliance: Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.3.5 Approval Criteria for Rezoning

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

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

RECOMMENDATION

Planning Staff is submitting the proposal for Board of Commissioners disposition. The proposed Zoning Map Amendment is consistent with the Future Land Use Map and four policies within the Pender 2.0 Comprehensive Land Use Plan. The proposed GB, General Business zoning district rezoning request is consistent with the Pender 2.0 Comprehensive Land Use Plan and the allowable uses within the requested zoning district are compatible with the surrounding area. Planning Staff respectfully recommends approval of the Zoning Map Amendment as detailed in this report. Furthermore, Staff finds that this zoning map amendment would not have an adverse or material impact on the approval of the RM-CD1 zoning district, known as the Sanctuary at Forest Sound.

At their June 6, 2023 meeting, the Pender County Planning Board voted (5-0) to recommend approval of the proposed amendment to the Zoning Map. The Board found that the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan and furthers the goals of the plan.

BOARD OF COMMISSIONERS ACTION NEEDED:

TO APPROVE: Motion to approve the Zoning Map Amendment and to make a finding that the approval is consistent with the following policies in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 5.1.C**
- **Policy 5.1.D**
- **Policy 5.1.H**
- **Policy 5.1.K**

The proposed rezoning is consistent with the Regional Mixed Use Future Land Use classifications in the Pender 2.0 Comprehensive Land Use Plan because it has the potential to be generally consistent with current land uses in the vicinity.

TO DENY: Motion to deny the Zoning Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING]…

PLANNING BOARD ACTION FOR GENERAL USE REZONING	
MOTION	**SECONDED**
Teachey	**Pitts**

APPROVED	DENIED	UNANIMOUS
Yes	**No**	**Yes**

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
Yes	**Yes**	**Yes**	**Absent**	**Absent**	**Yes**	**Yes**

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	**ZMA** REZONE-2023-49	**Date**	4/6/2023
Application Fee	**$** $500	**Invoice**	00032807
Pre-Application Conference	N/A	**Hearing Date**	PB-6/6/2023 BOCC-7/10/2023

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Henry Nadeau	**Owner's Name:**	Taylor-Meadows Lands, LLC
Applicant's Address:	P.O. Box 56	**Owner's Address:**	326 Howards Ln
City, State, & Zip	Hampstead, NC 28443	**City, State, & Zip**	Hampstead, NC 28443
Phone Number:	(910)524-7184	**Phone Number:**	
Email Address:	Henry@CreativeCommercial.biz	**Email Address:**	MrsLTay@Gmail.com
Legal relationship of applicant to landowner:	Authorized Agent		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	#3292-08-0050-0000	**Total property acreage:**	1.64
Current Zoning District:	RM-CD1	**Proposed Zoning District:**	GB
Project Address:	14900 Hwy 17, Hampstead, NC		
Description of Project Location:	Vacant Development Lot w/ Hwy 17 Frontage.		

SECTION 3: SIGNATURES			
Applicant's Signature	Henry Nadeau	**Date:**	4/5/23
Applicant's Name Printed	Henry Nadeau	**Date:**	
Owner's Signature		**Date:**	4/5/23
Owner's Name Printed	Linda Taylor for Taylor-Meadows Lands	**Date:**	

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda

DocuSign Envelope ID: 44F8F8D1-509D-4E9A-BABA-F7F33E42513A

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	ZMA	**Date**	4/6/2023
Application Fee	$	**Invoice**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Henry Nadeau	**Owner's Name:**	Taylor-Meadows Lands, LLC
Applicant's Address:	P.O. Box 56	**Owner's Address:**	326 Howards Ln
City, State, & Zip	Hampstead, NC 28443	**City, State, & Zip**	Hampstead, NC 28443
Phone Number:	(910)524-7184	**Phone Number:**	
Email Address:	Henry@CreativeCommercial.biz	**Email Address:**	MrsLTay@Gmail.com
Legal relationship of applicant to landowner:	Authorized Agent		

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Current Zoning District:	RM-CD1	**Proposed Zoning District:**	GB
Project Address:	14900 Hwy 17, Hampstead, NC		
Description of Project Location:	Vacant Development Lot w/ Hwy 17 Frontage.		

SECTION 3: SIGNATURES			
Applicant's Signature	Henry Nadeau	**Date:**	4/5/23
Applicant's Name Printed	Henry Nadeau	**Date:**	
Owner's Signature	DocuSigned by: Linda Kaye Howard Taylor	**Date:**	4/5/23
Owner's Name Printed	Linda Taylor for Taylor-Meadows Lands	**Date:**	4/5/2023

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
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DocuSign Envelope ID: 44F8F8D1-509D-4E9A-BABA-F7F33E42513A

REZONING NARRATIVE

APRIL 5, 2023

14900 Hwy 17

Hampstead, NC

The subject parcel requesting rezoning is a 1.64 acre lot fronting Hwy 17 +/-450 feet from the busy Hoover Road intersection in Hampstead.

Currently, Parcel #3292-08-0050-0000 is zoned RM-CD1 tied to a residential project in the rear. However, this site is isolated from the developable portion of the adjacent tract by substantial wetland slough and a steep change in elevation.

We propose to rezone the parcel to General Business (GB) to match the neighbors on Hwy 17 and across the street.

The County's Future Land Use Plan designates this entire parcel for "Regional Mixed Use" Development, consistent with the GB zoning designation.

Henry Nadeau

Applicant

DocuSigned by:
Linda Kaye Howard Taylor
66C191D3638F4F3...

Linda Taylor

Owner



PIN: 3292-08-0050-0000
Owner: 'TAYLOR MEADOWS" LANDS, LLC'
326 HOWARDS LN
HAMPSTEAD, NC 28443
Deed Ref: 4674/5

Property Address: US HWY 17
Description: PT PARCEL A PB 60/112 61/133

Sale Price: $29,500
Sale Date: LAST_SALE_DATE
Plat: 00600112
Account No: 981271
Township: TOPSAIL
Subdivision: L E HOWARD DIVISION
Tax Codes: G01 F22 R40

Acres: 1.64
Land Value: $131,700
Building Value: $0
Total value: $131,700
Deferred Value: $0
Exempt Amount: 0
PCL Class: R
Heated Sq Feet:

Pender County

1:1,131
0 0.0075 0.015 0.03 mi
0 0.0125 0.025 0.05 km
1 inch = 94 feet

07/01/2019

N W E S

CASE 132-2015 (11458)

Rezoning Proposal: Grey Bull Inc., applicant, on behalf of Linda Kaye Howard Taylor et al, owner, is requesting approval of a Zoning Map Amendment for a conditional rezoning of one (1) tract totaling approximately 120.87 acres from RP, Residential Performance zoning district to RM-CD1, Residential Mixed conditional zoning district. The proposed uses within the RM-CD1, Residential Mixed conditional zoning district are; telecommunication tower, single family dwelling conventional detached and other typical neighborhood amenities or project infrastructure. All other uses will be prohibited unless an alteration is made to the approval. It is the applicant's intention to develop the site for a single family residential subdivision. There are 106 proposed residential units on the subject parcel.

Property Record Numbers, Acreage, and Location: The subject property is located to the east of US HWY 17, to the south and west of the residential subdivision Forest Sound, and to north of the residential subdivision Hampstead on the Sound in Hampstead and may be further identified by Pender County PIN 3292-27-2690-0000.

Summary: The application consisted of a conditional rezoning of one (1) tract totaling approximately 120.87 acres from RP, Residential Performance zoning district to RM-CD1, Residential Mixed conditional zoning district. As submitted, the request complies with all criteria set forth in Section 3.4.4 Review Criteria for Rezoning of the Pender County Unified Development Ordinance and is not in conflict with the 2010 Comprehensive Land Use Plan. The application is consistent with three (3) goals and thirteen (13) policies of the 2010 Pender County Comprehensive Land Use Plan and potentially conflicts with one (1) policy. At their October 13, 2015 meeting the Pender County Planning Board unanimously recommended approval of the conditional rezoning request with the conditions as outlined in this report.

Project Description: The proposed uses within the RM-CD1, Residential Mixed conditional zoning district are; telecommunication tower, single family dwelling conventional detached and other typical neighborhood amenities or project infrastructure. All other uses will be prohibited unless an alteration is made to the approval. It is the applicant's intention to develop the site for a single family residential subdivision. There are 106 proposed residential units on the subject parcel.

The minimum lot size proposed is 6,800 sq. ft. and a proposed maximum height of forty (40) feet. Setbacks of this conditional rezoning are below:

	Proposed Setbacks (in feet)	RP Zoning District Setbacks (in feet)
Front Yard	5	30
Side Yard	5	10
Corner Yard	5	15
Rear Yard	10	25
Chord Length	40	30

Utilities

The Applicant is proposing a public water connection to Pender County Utilities and all review and approvals for the public water service are per Pender County Utilities Department. An intent to service letter was provided by the applicant on behalf of Old North State Water Company LLC. to service 110 single family residential units. The applicant shall work directly with Old North State Water Company LLC. and Pender County for wastewater approval for service to each phase of the development prior to final approval. Old North State Water Company LLC. currently operates the Majestic Oaks wastewater package plant and the subject parcel is proposing connection into the same plant for wastewater services.

Open Spaces
The applicant is required to provide 3.18 acres of open space with at least 1.59 acres of active open space.

Recreational Units
With 106 lots proposed the applicant is required to provide 1.5 recreational units, which equates to $15,000. The Applicant intends to develop the recreation facilities within the subject property; a commercial outdoor fitness equipment for the residents to utilize while they are walking throughout the subdivision. There are also "senior playgrounds" where unit has component that are geared toward increasing the balance, coordination and agility of the adult users.

Public Roadways
A public collector roadway will connect Forest Sound Road (private) to Second Street (SR 1616). This roadway is recommended in the 2007 Coastal Pender Collector Street Plan in Figure 4.1 as a priority new collector with bicycle facilities.

Private Roadways
The Applicant has provided evidence of legal rights for ingress and egress through Forest Sound Road (private) from the subject property. The access point and use of Forest Sound Road (private) shall be in accordance with the current HOA of Forest Sound and their road maintenance agreement on this private roadway.

Traffic
A Traffic Impact Analysis (TIA) is required for this development.

Public Input Meeting Summary:
According to Pender County Unified Development Ordinance Section 3.4.3, prior to scheduling a public hearing on the rezoning application, the applicant must conduct one public input meeting. On September 2, 2015 the Applicant held a Community Meeting at the Auditorium of the Hampstead Annex at 4:30PM in accordance with Section 3.4.3 of the Pender County Unified Development Ordinance. Approximately sixty (60) citizens were present at the meeting; concerns raised at this community meeting include but were not limited to;
1. type of product and the projected price point
2. timeframe for construction build out
3. impact on schools
4. planned roadway improvements and the coordination of the U-5732 Hampstead Superstreet

5. traffic and safety at Forest Sound Rd. (private) driveway with US HWY 17
6. maintenance of Forest Sound Rd. (private)
7. construction traffic
8. wetlands, drainage and other environmental impacts
9. safety of neighborhood and the private boat ramp
10. the unknown potential of the stub connection shown on the southwestern portion of the proposal
11. future land use and growth patterns of the County
12. appropriate buffers
13. buildout if the conditional rezoning proposal is not approved
14. utilities connections.

Following the Community Meeting, the Applicant has met with Forest Sound HOA Representatives to devise a list of mutually established conditions to further expand upon on the concerns.

Approval: On November 23, 2015 the Pender County Board of Commissioners approved a zoning map amendment for a conditional rezoning from RP, Residential Performance zoning district to RM, Residential Mixed conditional zoning district 1 as described herein.

Conditions of Approval:
The conditions for this project as approved by the Board of County Commissioners are as follows:

1. Uses allowed shall be limited to one hundred and six (106) Single Family Detached Conventional housing type as defined typical neighborhood amenities and project infrastructure, as well as an approved telecommunication tower (Case 10965). A “single-family detached residence” shall be a dwelling unit located on a single lot with private yards on all four sides.
2. The Applicant shall submit an approved Traffic Impact Analysis (TIA) prior to the approval of any phases of the development proposal.
3. Buffers

    a. The project shall provide a twenty (20) foot buffer within common area along Forest Sound Road (private) where single family lots are proposed and are adjacent to the private road right of way through a combination of existing vegetation and supplemental plantings to preserve community cohesiveness with the adjacent Forest Sound neighborhood to the extent practical. Buffer plantings shall be installed in addition to existing natural growth on the property where existing vegetation and natural growth does not meet the required buffer.

    The plantings shall consist of indigenous trees and shrubs such as but not limited to; wax myrtles, red cedars, oak species, maples and other similar species. The specific plantings shall have a minimum plant size in accordance with the Pender County Unified Development Ordinance (Section 8.1.6) including; for canopy trees a minimum of a two (2) inch caliper measured at four and a half (4.5) feet above ground and planted thirty (30) feet on center or as a mature canopy tree may dictate and for understory trees a minimum of four (4) feet in height at planting.

Landscape and buffer maintenance shall be the responsibility of the homeowners association and referenced within the restrictive covenants and subsequently recorded in the Pender County Register of Deeds. All buffer installation is required prior to the Final Plat approval of any phase.

b. Applicant met with adjacent property owners located on Second Street (SR 1616) where the platted right of way exists located within the legal description of "Lot 1 & 2" and "Lot 19 & 20" on Map Book 8 Page 27 Hampstead on the Sound Section 5 and both parties agreed to mutually define, establish, and install a landscape buffer equal to ten (10) feet in width measured from the outside boundary of the NCDOT right of way identified as Second Street (SR 1616) and the side yard of each property aforementioned.

The plantings shall consist of indigenous trees and shrubs such as but not limited; to wax myrtles, red cedars, oak species, maples and other similar species as available. The specific plantings shall be a minimum of two (2) inch caliper. All buffers shall be installed by the Applicant at Applicant's expense and maintained by property owners as mutually agreed upon.
The developer shall work with NCDOT in the installation of any additional driveway accesses requested by the property owners on Second Street (SR 1616) and culverts, if any, to allow for access to existing rear yards.

c. The project shall contain a twenty (20) foot landscape easement measured from the rear of the lots on the eastern property boundaries (Grovediere Lane), specifically lot numbers 20-23 as depicted on the Conditional Rezoning Site Plan dated September 14, 2015. The easement shall require the Applicant and property owners for these lots to maintain existing and natural vegetation. The easement shall serve as a perpetual vegetative buffer between adjacent properties. Responsibility of maintenance shall be conveyed to each individual property owner and referenced and enforced by the rights conveyed to the homeowners association through the bylaws and restrictive covenants recorded at the Pender County Register of Deeds.

4. Roadways

a. The Applicant shall collaborate with the Forest Sound Homeowners Association, herein FSHA, to devise a Road Maintenance Agreement specifically to address improvements and long-term maintenance of Forest Sound Road (private) from the site entrance to US HWY 17. The applicant has agreed to resurface Forest Sound Road (private) and enter into a mutually satisfactory Agreement, herein "Agreement", with the FSHA to effectuate the same. The Agreement will define the resurfacing to meet or exceed the current NCDOT Subdivision Roads (Secondary Roads) Standards for resurfacing. All improvements are required prior to the approval of Final Plat for any phase.

b. If there are any changes requested to the site plan presented with this Conditional Rezoning or if additional single family residential structures are proposed, the project shall be reevaluated in accordance with Pender County Unified Development Ordinance standards. If future development is proposed, roadway connection to Davis Road and Lea Drive Extension (SR 1614) will be revaluated.

5. The Applicant and FSHA have collaborated independently from Pender County to mutually agree upon a private agreement to assist in alleviating some of the concerns FSHA expressed as a result of the proposed development. Some of the terms and conditions of the private agreement contain provisions for the following;

a. Privacy through funding a private gate entrance designed and maintained by FSHA.

b. Formal education by Applicant delivered to each future homeowner of the proposed residential subdivision through written documents, such as but not limited to Restrictive Covenants, maps, and notices, outlining the easements, buffers and various private property areas of the FSHA and the necessary legal requirements to adhere to the private property restrictions in place to protect unauthorized access of the same.

6. The applicant shall direct site work involved with the construction of the project to the greatest extent possible to ingress on Second Street (SR 1616)and egress on Forest Sound Road (private) to distribute traffic equitably as not to decrease service at any intersection or negatively increase safe conditions to the network (Added at 11/23/2015 Board of County Commissioners Meeting).

GREY BULL PROPERTY

FOREST SOUND RD.
PENDER COUNTY, NORTH CAROLINA

CONDITIONAL REZONING

AUGUST 2015
REVISED 9/14/15 PER TRC MEETING ON 9/8/15

FOR:
GREY BULL, INC.
12917 DURANT RD.
RALEIGH, NC 27614

DEVELOPER:
GREY BULL, INC.
12917 DURANT RD
RALEIGH, NC 27614
ATTN: ROBERT H. JACKSON, (919) 291-8721

ENGINEER (CIVIL):
PARAMOUNTE ENGINEERING, INC.
5911 OLEANDER DRIVE, SUITE 201
WILMINGTON, NORTH CAROLINA 28403
ATTN: TIMOTHY G. CLINKSCALES, P.E. (910) 791-6707

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C-0.0	COVER SHEET
C-1.0	OVERALL SITE PLAN
SV-1	PROPERTY SURVEY

NOTICE REQUIRED

ALL EXISTING UNDERGROUND UTILITIES SHALL BE PHYSICALLY LOCATED PRIOR TO THE BEGINNING OF ANY CONSTRUCTION IN THE VICINITY OF SAID UTILITIES.

CONTRACTORS SHALL NOTIFY OPERATORS WHO MAINTAIN UNDERGROUND UTILITY LINES IN THE AREA OF PROPOSED EXCAVATION AT LEAST TWO WORKING DAYS, BUT NOT MORE THAN TEN WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION OR DEMOLITION.

CONTACT "CAROLINA ONE CALL" AT
1-800-632-4949

CONTACT THESE UTILITIES

PENDER COUNTY PLANNING AND COMMUNITY DEVELOPMENT
ATTN: ASHLEY FRANK
PH: 910-259-1274

PIEDMONT NATURAL GAS
ATTN: CARL PAQUET
PH: 910-350-2242

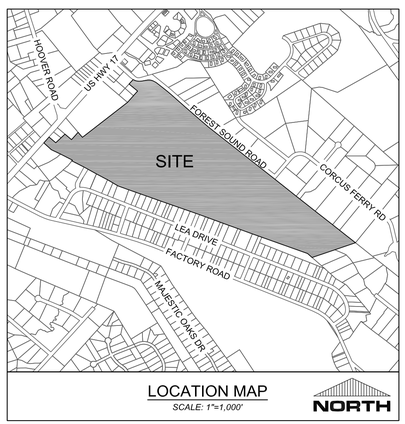
EMERGENCY DIAL 911
POLICE - FIRE - RESCUE

PENDER COUNTY UTILITIES (WATER & SEWER)
ATTN: BRYAN McCABE, PE
PH: 910-259-0212

DUKE ENERGY
ATTN: KEVIN LEATHERWOOD
PH: 910-602-4304

BELL SOUTH
ATTN: STEVE DAYVAULT
PH: 910-350-8712

TIME WARNER CABLE
PH: 910-763-4638



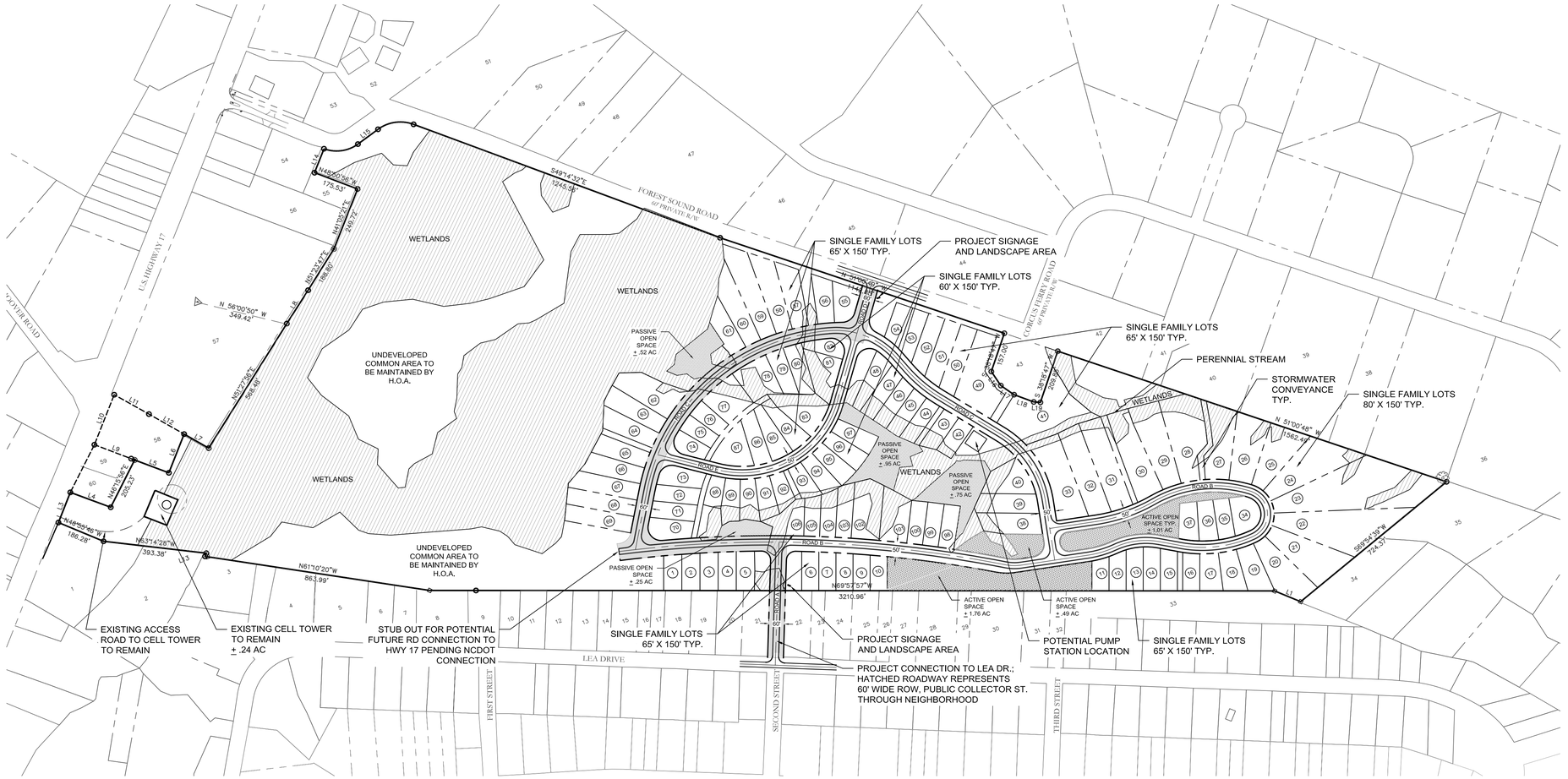
PREPARED BY:

PARAMOUNTE
ENGINEERING, INC

5911 Oleander Drive, Suite 201
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

PROJECT # 15204.PE

PRELIMINARY DESIGN - NOT RELEASED FOR CONSTRUCTION



SITE INFORMATION

CURRENT LAND USE:	VACANT LAND
CURRENT ZONING:	RP
PIN:	3292-27-2690-0000
PROPOSED USE:	RESIDENTIAL
PROPOSED ZONING:	RM
TOTAL SITE AREA:	120.87 ACRES
OWNER INFORMATION:	GREY BULL, INC.

SINGLE FAMILY DIMENSION REQUIREMENTS

MINIMUM LOT SIZE:	6,800 SF
FRONTYARD SETBACK:	5' MINIMUM
SIDEYARD SETBACK:	5' MINIMUM
CORNER SIDEYARD SETBACK:	5' MINIMUM
REAR SETBACK:	10' MINIMUM
CHORD:	40' MINIMUM
MAXIMUM HEIGHT:	40'
DENSITY:	NOT TO EXCEED 5 DU/AC

UNIT TOTALS

SINGLE FAMILY:	106 UNITS

NUMBER OF DWELLING UNITS (DENSITY)

FROM PENDER COUNTY DEVELOPABLE AREA FORMULA PER SECTION 4.8.1(C)

TOTAL SITE ACREAGE:	120.87 ACRES
AREAS RESERVED AS NON-RESIDENTIAL DEVELOPMENT	
(UPLAND ONLY):	± 30.87 ACRES
WETLANDS:	± 41.73 ACRES (44.2 ACRES TOTAL WETLANDS - 2.47 ACRES PASSIVE OPEN SPACE)
RIGHT OF WAY:	± 9.61 ACRES
OPEN SPACE (ACTIVE & PASSIVE):	± 5.73 ACRES
REMAINING DEVELOPABLE AREA:	± 32.93 ACRES
TOTAL PROJECT DENSITY:	3.22 UNITS/ ACRE
TOTAL ALLOWABLE DENSITY:	5 UNITS/ ACRE

OPEN SPACE REQUIREMENTS

REQUIRED:	0.03 ACRES/ 106 UNITS = 3.18 ACRES
ACTIVE SPACE:	NO LESS THAN 50% = 1.59 ACRES
PASSIVE SPACE:	NO MORE THAN 50% = 1.59 ACRES
PROVIDED:	5.73 ACRES
ACTIVE SPACE:	3.26 ACRES
PASSIVE SPACE:	2.47 ACRES

UTILITIES

1. ALL WATER UTILITIES WILL BE COORDINATED WITH PENDER COUNTY ENGINEERING; AND SEWER UTILITIES WILL BE COORDINATED WITH OLD NORTH STATE WATER COMPANY, LLC.
2. WATER PROVIDED BY PENDER COUNTY ENGINEERING.
3. SANITARY SEWER PROVIDED BY OLD NORTH STATE WATER COMPANY, LLC. LETTER PROVIDED IN PACKAGE DEPICTS CAPACITY IS AVAILABLE TO SERVE THIS PROJECT.
4. STORMWATER WILL BE HANDLED ON SITE IN COMPLIANCE WITH ALL STATE STORMWATER STANDARDS.

NOTES

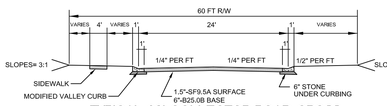
1. ALL ADJACENT PROPERTIES ALONG HWY 17 ARE ZONED GB. ALL OTHER ADJACENT PROPERTIES ARE ZONED RP. NO BUFFER OR SCREENING IS REQUIRED BETWEEN RESIDENTIAL USES.

PROJECT NARRATIVE:

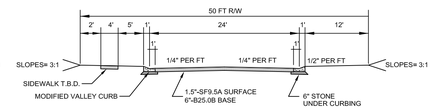
THE CONDITIONAL REZONING REQUEST WILL ALLOW THE APPLICANT TO CHANGE THE CURRENT PROPERTY ZONING OF RP TO RM-CONDITIONAL USE. THIS PROPOSED ACTION IS REQUESTED TO ALLOW SMALLER SIZED SINGLE FAMILY LOTS THAN THE CURRENT RP ZONING ALLOWS. PROPOSED LOT SIZES RANGE FROM APPROXIMATELY 6,800 SF PATIO LOTS TO 87,000 SF ESTATE LOTS. RP ZONING DOES NOT ALLOW FOR LOTS LESS THAN 15,000 SF AND LARGER SETBACKS THAN FEASIBLE ON THE SMALLER LOTS PROPOSED. THE REZONING REQUEST ALLOWS THE DEVELOPER TO PROVIDE A RANGE OF PRODUCT TYPES.

PROJECT ROAD NOTES

1. ALL PROPOSED INTERNAL ROADWAY INTERSECTIONS AND CONNECTIONS TO EXISTING ROADWAYS WILL BE 26' RADIUS MINIMUM.
2. STREET NAME SIGNS SHALL BE INSTALLED AS SOON AS ROADWAYS ARE ACCESSIBLE BY VEHICLE TRAFFIC TO INCLUDE DURING CONSTRUCTION AND MEET PENDER COUNTY STREET SIGN SPECIFICATIONS.
3. SIDEWALKS WILL BE LOCATED ON ONE SIDE OF THE COLLECTOR STREET. LOCATION TO BE DETERMINED DURING DESIGN DEVELOPMENT FOR ALL OTHER STREETS.
4. NO PROPOSED ROAD EXCEEDS 1 MILE IN LENGTH OR ACCESSES MORE THAN 200 LOTS. ALL ROADS WILL COMPLY WITH SECTION 7.5.3 OF THE PENDER COUNTY UDO.



TYPICAL 60' COLLECTOR ROAD CROSS SECTION
NOT TO SCALE



TYPICAL 50' PRIVATE ROAD CROSS SECTION
NOT TO SCALE

GRAPHIC SCALE
0 100 200 400 800
SCALE: 1"=200'

PRELIMINARY DESIGN - NOT RELEASED FOR CONSTRUCTION

REVISIONS:
Rev 1: Revised per TRC meeting on 8/6/15 — 8/14/15

CLIENT INFORMATION:
GREY BULL, INC.
12917 DURANT RD
RALEIGH, NC 27614

PARAMOUNTE ENGINEERING
5911 Olcander Drive, Suite 201
Wilmington, North Carolina 28403
(910) 791-4700 (O) (910) 794-4760 (F)
NC License #: C-2846

OVERALL SITE PLAN
GREY BULL PROPERTY
CONDITIONAL REZONING
PENDER COUNTY
NORTH CAROLINA

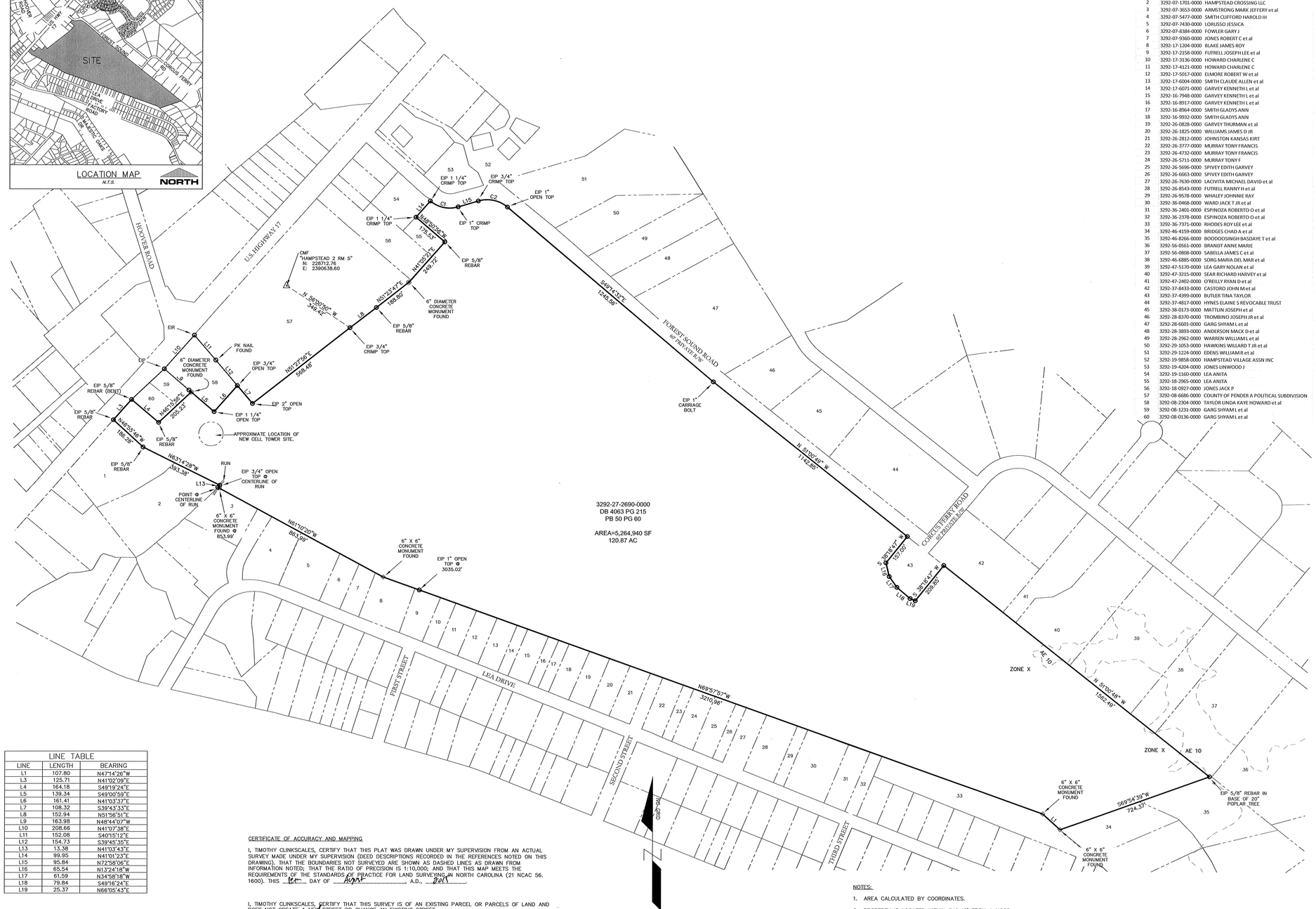
PROJECT STATUS
CONCEPTUAL LAYOUT:
PRELIMINARY LAYOUT:
FINAL DESIGN:
PLANS UNDER CONST:

DRAWING INFORMATION
DATE: 08/06/15
SCALE: 1" = 200'
DESIGNED: AHE
DRAWN: TCG
CHECKED:

SEAL

C-1.0

PEI JOB#: 15204.PE



3292-27-2690-0000
DB 4063 PG 215
PB 50 PG 60

AREA=5,264,940 SF
120.87 AC

	PIN	NAME	DEED_BOOK	DEED_PAGE
1	3282-97-8857-0000	HAMPSTEAD CROSSING LLC	4289	200
2	3292-07-1701-0000	HAMPSTEAD CROSSING LLC	4289	200
3	3292-07-3653-0000	ARMSTRONG MARK JEFFERY et al	4415	93
4	3292-07-5477-0000	SMITH CLIFFORD HAROLD III	1549	238
5	3292-07-7430-0000	LORUSSO JESSICA	2045	61
6	3292-07-8384-0000	FOWLER GARY J	673	203
7	3292-07-9360-0000	JONES ROBERT C et al	676	142
8	3292-17-1204-0000	BLAKE JAMES ROY	1056	111
9	3292-17-2158-0000	FUTRELL JOSEPH LEE et al	842	116
10	3292-17-3136-0000	HOWARD CHARLENE C	707	41
11	3292-17-4121-0000	HOWARD CHARLENE C	707	41
12	3292-17-5017-0000	ESMORE ROBERT W et al	587	200
13	3292-17-6004-0000	SMITH CLAUDE ALLEN et al	2323	40
14	3292-17-6071-0000	GARVEY KENNETH L et al	3729	274
15	3292-16-7948-0000	GARVEY KENNETH L et al	3729	274
16	3292-16-8917-0000	GARVEY KENNETH L et al	3729	274
17	3292-16-8964-0000	SMITH GLADYS ANN	501	7
18	3292-16-9932-0000	SMITH GLADYS ANN	456	239
19	3292-26-0828-0000	GARVEY THURMAN et al	3305	152
20	3292-26-1825-0000	WILLIAMS JAMES D JR	4499	53
21	3292-26-2812-0000	JOHNSTON KANSAS KIRT	4239	63
22	3292-26-3777-0000	MURRAY TONY FRANCIS	630	199
23	3292-26-4732-0000	MURRAY TONY FRANCIS	630	199
24	3292-26-5711-0000	MURRAY TONY F	767	216
25	3292-26-5696-0000	SPIVEY EDITH GARVEY	625	234
26	3292-26-6663-0000	SPIVEY EDITH GARVEY	2569	90
27	3292-26-7630-0000	LACIVITA MICHAEL DAVID et al	3415	8
28	3292-26-8543-0000	FUTRELL RANNY H et al	2934	232
29	3292-26-9578-0000	WHALEY JOHNNIE RAY	4104	190
30	3292-36-0468-0000	WARD JACK T JR et al	456	174
31	3292-36-2401-0000	ESPINOZA ROBERTO O et al	1894	110
32	3292-36-2378-0000	ESPINOZA ROBERTO O et al	1894	110
33	3292-36-7371-0000	RHODES ROY LEE et al	559	16
34	3292-46-4159-0000	BRIDGES CHAD A et al	4581	343
35	3292-46-8266-0000	BOODOOSINGH BASDAYE T et al	3762	222
36	3292-56-0561-0000	BRANDT ANNE MARIE	4586	330
37	3292-56-0808-0000	SABELLA JAMES C et al	1188	121
38	3292-46-6885-0000	SORG MARIA DEL MAR et al	2946	233
39	3292-47-5170-0000	LEA GARY NOLAN et al	592	104
40	3292-47-3215-0000	SEAR RICHARD HARVEY et al	3287	131
41	3292-47-2402-0000	O'REILLY RYAN D et al	2497	114
42	3292-37-8433-0000	CASTORO JOHN M et al	1073	65
43	3292-37-4399-0000	BUTLER TINA TAYLOR	4288	290
44	3292-37-4817-0000	HYNES ELAINE S REVOCABLE TRUST	1337	158
45	3292-38-0173-0000	MATTIUN JOSEPH et al	1829	281
46	3292-28-8370-0000	TROMBINO JOSEPH JR et al	1031	255
47	3292-28-6601-0000	GARG SHYAM L et al	701	119
48	3292-28-3893-0000	ANDERSON MACK D et al	2352	270
49	3292-28-2962-0000	WARREN WILLIAM L et al	2655	304
50	3292-29-1053-0000	HAWKINS WILLARD T JR et al	3544	158
51	3292-29-1224-0000	EDENS WILLIAM R et al	4015	81
52	3292-19-9858-0000	HAMPSTEAD VILLAGE ASSN INC	744	547
53	3292-19-4204-0000	JONES LINWOOD J	3348	173
54	3292-19-1160-0000	LEA ANITA	403	262
55	3292-18-2965-0000	LEA ANITA	680	59
56	3292-18-0927-0000	JONES JACK P	4500	166
57	3292-08-6686-0000	COUNTY OF PENDER A POLITICAL SUBDIVISION	2317	338
58	3292-08-2304-0000	TAYLOR LINDA KAYE HOWARD et al	4063	215
59	3292-08-1231-0000	GARG SHYAM L et al	676	217
60	3292-08-0136-0000	GARG SHYAM L et al	676	217

LINE TABLE		
LINE	LENGTH	BEARING
L1	107.80	N47°14'26"W
L3	125.71	N41°02'09"E
L4	164.18	S49°19'24"E
L5	139.34	S49°00'59"E
L6	161.41	N41°03'37"E
L7	108.32	S39°43'33"E
L8	152.94	N51°56'51"E
L9	163.98	N48°44'07"W
L10	208.66	N41°07'38"E
L11	152.08	S40°15'12"E
L12	154.73	S39°45'35"E
L13	13.38	N41°03'43"E
L14	99.95	N41°01'23"E
L15	95.84	N72°58'06"E
L16	65.54	N13°24'18"W
L17	61.59	N34°58'18"W
L18	79.84	S49°16'24"E
L19	25.37	N66°05'43"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	135.94	134.17	S77°57'23"E	130.20
C2	142.50	141.25	N78°04'51"W	136.54

CERTIFICATE OF ACCURACY AND MAPPING

I, TIMOTHY CLINKSCALES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN THE REFERENCES NOTED ON THIS DRAWING), THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DASHED LINES AS DRAWN FROM INFORMATION NOTED; THAT THE RATIO OF PRECISION IS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600). THIS 12th DAY OF August, A.D., 2019.

I, TIMOTHY CLINKSCALES, CERTIFY THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

TIMOTHY CLINKSCALES, PLS LICENSE NO. L-4953

GRAPHIC SCALE
0 200 400 800
SCALE: 1"=200'

NOTES:

1. AREA CALCULATED BY COORDINATES.
2. PROPERTY IS LOCATED WITHIN 349.42' FROM A NCGS MONUMENT "HAMPSTEAD 2 RM 5".
3. THIS TRACT LIES WITHIN DESIGNATED FLOOD ZONE X AND AE 10, ACCORDING TO FEMA FIRM COMMUNITY--PANEL NUMBER 3720329200J , BEARING AN EFFECTIVE DATE OF FEBRUARY 16, 2007.

REVISIONS:

CLIENT INFORMATION:
GREY BULL, INC.
12917 DURANT ROAD
RALEIGH, NC 27614

PARAMOUNTE ENGINEERING
5911 Oleander Drive, Suite 201
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)

PROPERTY SURVEY
GREY BULL PROPERTY
US HWY 17 HAMPSTEAD
TOPSAIL TOWNSHIP
PENDER COUNTY, NORTH CAROLINA

PROJECT STATUS
CONCEPTUAL LAYOUT:
PRELIMINARY PLAT:
FINAL DESIGN:
RELEASED FOR CONST:

DRAWING INFORMATION
DATE: 8/19/2019
SCALE:
DESIGNED: DME
DRAWN:
CHECKED:

SEAL
NORTH CAROLINA L-4953 SURVEYOR TIMOTHY G. CLINKSCALES

SV-1

PEI JOB#: 15204.PE

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

Sewage Treatment Facilities*	221320		S	PMD/S		PMD/S				P	
Except: Sewage Lift Stations*		SD	SD	PMD/S	PMD/S	PMD/S	D	D	D	D	
*County Owned or County Service District Provided Systems=P											

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

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

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

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

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

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

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

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

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

5.3 USES WITH STANDARDS

5.3.1 General

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

Pender County
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

TO:	Board of County Commissioners
FROM:	Justin Brantley
DATE:	July 10, 2023
SUBJECT:	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

SUMMARY:
Pender County Planning & Community Development, applicant, on behalf of Channing Langrudi, owner, is requesting approval of a Zoning Map Amendment to rezone one tract totaling approximately 6.5 acres of land from the EC, Environmental Conservation zoning district to the RP, Residential Performance zoning district. The subject property is located on the north side of Hwy 210, across from Watts Landing Road in the Topsail Township and may be further identified by Pender County PIN: 4225-36-0682-0000.

ACTION REQUESTED:
To hold a public hearing and consider the Zoning Map Amendment request.

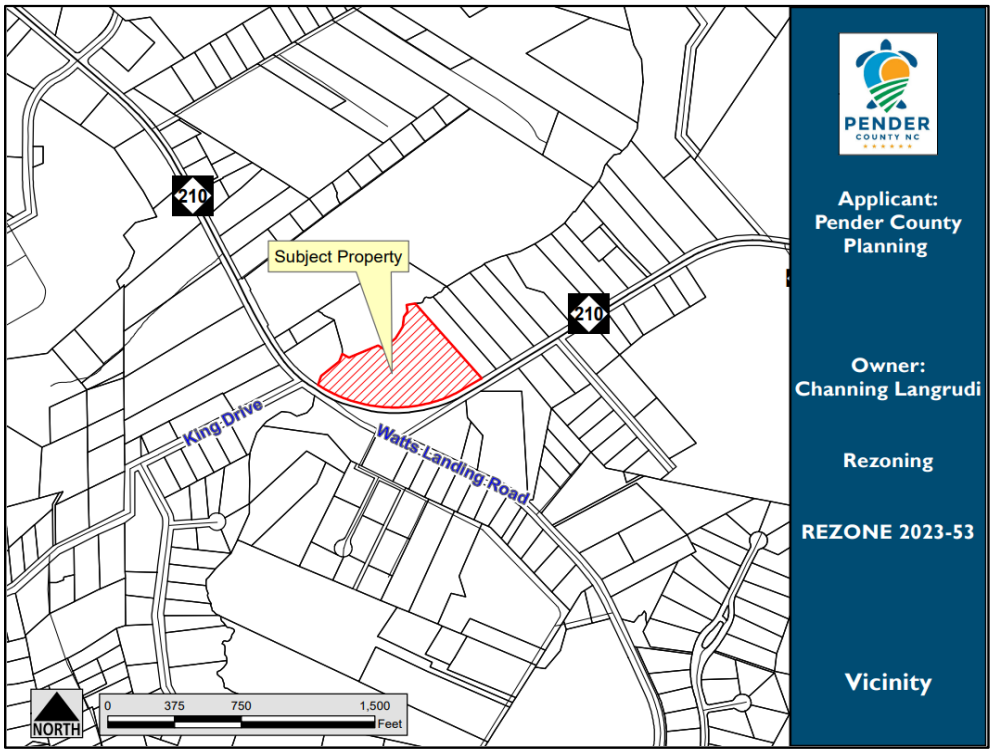
ATTACHMENTS:
1. Staff Report
2. Application
3. Site Map
4. Deannexation Documents
5. Table of Permitted Uses

STAFF REPORT FOR REZONE 2023-53
ZONING MAP AMENDMENT APPLICATION

APPLICATION SUMMARY	
Case Number	REZONE 2023-53
Hearing Dates	June 6, 2023 Planning Board July 10, 2023 Board of Commissioners
Applicant	Pender County Planning & Community Development
Property Owner(s)	Channing Langrudi
Parcel Identification Number(s)	4225-36-0682-0000
Acreage	+/- 6.5
Township	Topsail
Pender 2.0 Future Land Use Category	Undesignated

REZONING PROPOSAL
Pender County Planning & Community Development, applicant, on behalf of Channing Langrudi, owner, is requesting approval of a Zoning Map Amendment to rezone one tract totaling approximately 6.5 acres of land from the EC, Environmental Conservation zoning district to the RP, Residential Performance zoning district.
LOCATION
The subject property is located on the north side of Hwy 210, across from Watts Landing Rd in the Topsail Township and may be further identified by Pender County PIN: 4225-36-0682-0000.

Below: Vicinity Map of the Area



REZONING PROPOSAL

The applicant is proposing to rezone approximately 6.5 acres from the EC, Environmental Conservation zoning district to the RP, Residential Performance zoning district. The subject parcel was recently de-annexed back into Pender County from Surf City. See Attachment I for Annexation/De-annexation documentation. When de-annexation occurs, the property defaults to the Environmental Conservation zoning district. Staff was recently made aware of the de-annexation and have since worked with the property owner to rezone the property to the more appropriate zoning district. The Pender County UDO provides the following language:

4.3.2 Areas within the jurisdiction of the County which are not under water

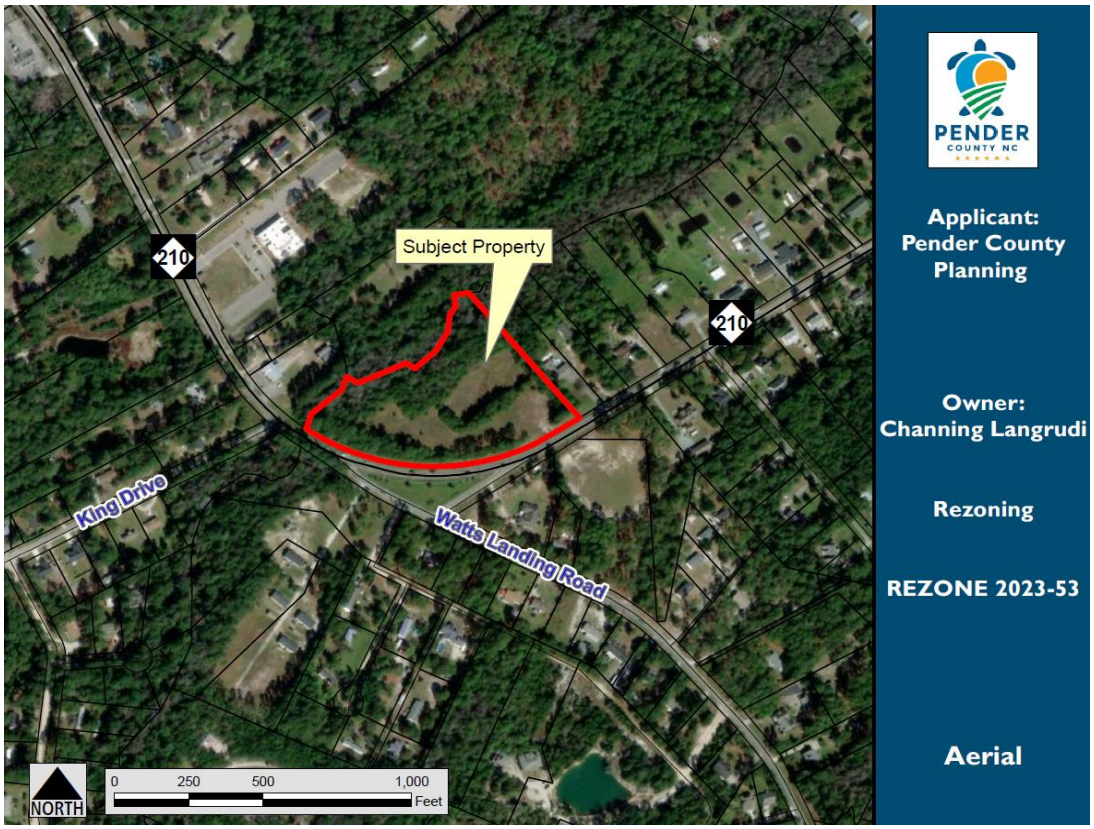
All lands within the jurisdiction of Pender County which are not under water and are not shown as included within the limits of any district shall be considered to be in the Environmental Conservation District, until otherwise classified by amendment to this Ordinance.

Because this is a general use rezoning, a conceptual plan is not included within the application. If approved, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the Residential Performance zoning district. Any future development of the site must comply with the standards of the Residential Performance zoning district and is subject to review and approval by the Technical Review Committee (TRC) to ensure compliance with all applicable local, State, and Federal regulations.

Intent of the Residential Performance Zoning District

The Residential Performance zoning district is intended to allow a variety of residential uses and densities and also limited commercial activities as well as agritourism. Existing or new agricultural and farm uses shall be allowed on undeveloped land prior to development.

Below: Aerial Map of the Area



Dimensional Requirements

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

Minimum Setback (Residential Performance)	
Front	30
Side	10
Rear	25
Corner	15
Max. Height	35
Structure Separation	30

Allowable Uses
Because this is a general use rezoning, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the Residential Performance zoning district. The table below provides a general list of typical developments permitted in the Residential Performance zoning district. A comprehensive list of all uses from Section 5.2.3 of the UDO is included in Attachment 2.

	RP, Residential Performance
Residential Uses	≈ 6 uses by-right (Single Family Detached Dwelling, Duplex, Accessory Dwelling Unit, Manufactured Home)
Commercial Uses	≈ 6 uses by-right (Family Child Care Home, Public Park, Temporary Fruit & Vegetable Stand, etc.) ≈ 33 uses w/ SUP (Artisan Manufacturing, Water Supply Facilities, Food and Beverage Stores, Educational Services etc.)

TRANSPORTATION INFRASTRUCTURE

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

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

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

Road	Location	Volume	Planning Capacity	V/C
NC Hwy 210	Intersection of NC HWY 210 and Watts Landing Road	18,500	20,973*	0.88

*Planning Capacity data are not available at this location. The value is an estimate from WMPO staff based on similar segments of NC HWY 210.

OTHER INFRASTRUCTURE

Utilities

Public water is available through Pender County Utilities (PCU) and according to available GIS data, the nearest PCU water main is along the north side of NC Highway 210. Based on available data and information from private sewer providers, private sewer is available at this location. The method of water and sewer service will be determined when a site-specific development plan is submitted for review.

Schools

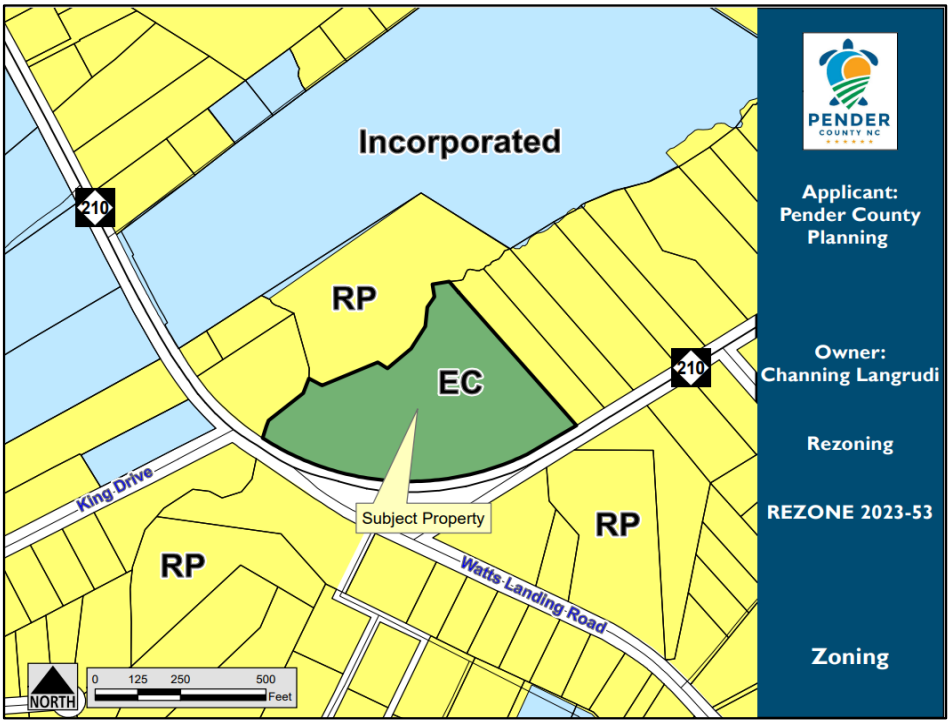
There is no development proposal associated with this general use rezoning, so no specific impacts to the school system are known at this time. If approved, the rezoning to Residential Performance would allow for residential development which may bring school-aged children in the future.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does contain Special Flood Hazard Areas[1].
Wetlands	The subject properties may contain characteristics of wetlands.[2, 3].
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

EVALUATION

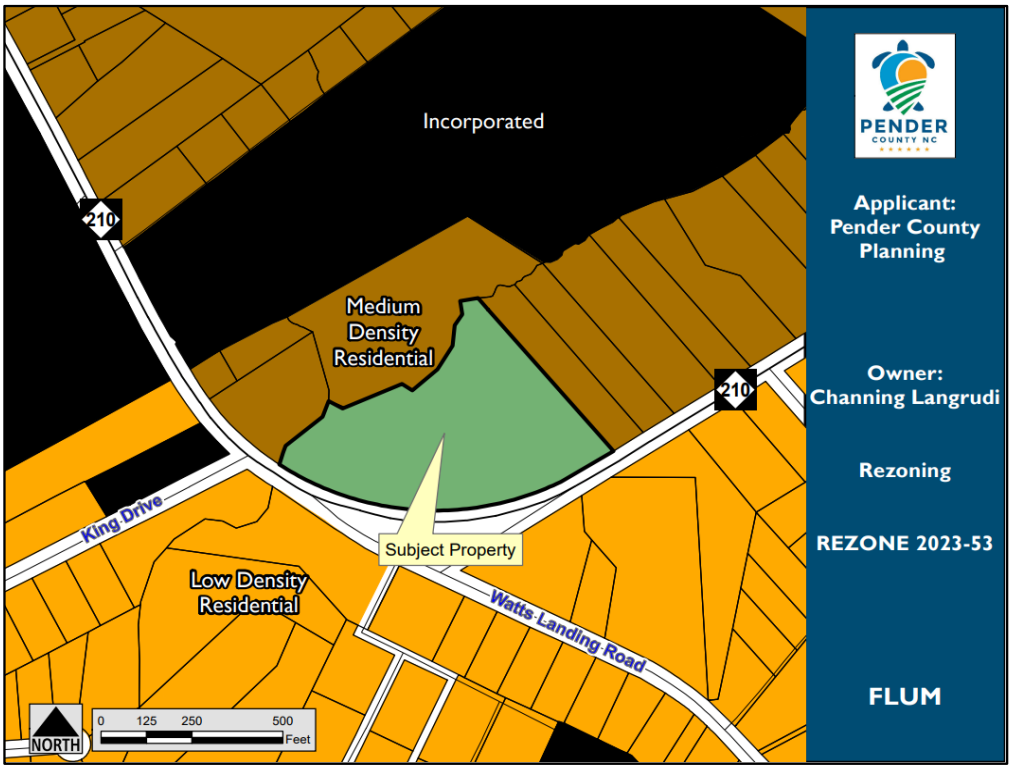
Below: Current Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential	RP, Residential Performance
East	Residential	RP, Residential Performance
South	Residential	RP, Residential Performance
West	Residential	RP, Residential Performance

Surrounding Zoning
The subject properties are currently within the EC, Environmental Conservation zoning district. Properties immediately adjacent to the subject property are currently zoned RP, Residential Performance as indicated by the table above.

Below: Future Land Use Map



Pender 2.0 Comprehensive Land Use Plan Compliance: The subject property is not located within a Future Land Use Category as it was recently de-annexed from the Town of Surf City. Planning staff recommend that that subject property be designated within the Medium Density Residential Category of the Future Land Use Plan as this is the designation of the surrounding properties.

The Medium Density Residential designation provides that medium density residential uses are vital to supporting Pender County's growing population by strategically locating more dense residential development in areas that will not create conflicts with existing neighborhoods. These uses are located in close proximity to supporting services and a mixture of development types, and are generally found in the southern portion of the County. Appropriate uses include single-family residences, duplexes, townhomes, community recreation and open space uses, and neighborhood-scale institutional uses such as religious and civic organizations. Townhomes may be suitable when proposed as part of a master planned community whereby the dimensional requirements and uses forming the outer boundary of the community are compatible with the adjacent properties or permissible uses. Clustering of new residential communities is encouraged. Planned communities may also include well-integrated neighborhood-scale commercial and office uses. Industrial and manufacturing uses, and commercial and office uses not located within a planned community, are inappropriate. Development density within this category is three to six dwelling units an acre or less.

In addition to the Future Land Use Map, the proposed Zoning Map Amendment was found to be consistent with the following policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.C: Coordination with Infrastructure/Services:** The County shall encourage development in areas where the necessary infrastructure – roads, water, sewer, broadband, and schools – is available, planned or can be most cost effectively provided and extended to serve existing and future development. Natural resource conservation should be considered.
>
> **Policy 5.1.V: Residential Development:** The County supports a range of housing types and development at appropriate densities and locations that are compatible with their surroundings and are in accordance with the future land use map.

Unified Development Ordinance Compliance: Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.3.5 Approval Criteria for Rezoning

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

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

RECOMMENDATION

Planning Staff is submitting the proposal for Board of Commissioners disposition. The proposed Zoning Map Amendment is consistent with two policies within the Pender 2.0 Comprehensive Land Use Plan and the allowable uses within the requested zoning district are compatible with the surrounding area. Planning Staff respectfully recommends approval of the Zoning Map Amendment as detailed in this report.

Approval of the rezoning request would also amend the Future Land Use Map to classify the subject property as Medium Density Residential. At their meeting, the Planning Board voted on the amendment to the Future Land Use Map as well to better address the consistency with surrounding properties.

At their June 6th meeting, the Pender County Planning Board made two separate motions for approval of this request. First, the Planning Board voted unanimously to amend the Future Land Use Map for the subject parcel from Undesignated to Medium Density Residential which is consistent with the surrounding properties. Next, the Planning Board voted unanimously to amend the Zoning Map for the subject parcel from Environmental Conservation to Residential Performance.

BOARD OF COMMISSIONER ACTION NEEDED:

TO APPROVE: Motion to approve the Future Land Use Map Amendment and to make a finding that the approval is consistent with the following policies in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 5.1.C**
- **Policy 5.1.V**

The proposed Future Land Use Map Amendment is consistent with the Medium Density Residential Future Land Use classifications in the Pender 2.0 Comprehensive Land Use Plan because it has the potential to be generally consistent with current land uses and surrounding designations in the vicinity. The Board of Commissioners hereby approve the amendment to the Future Land Use Map.

TO DENY: Motion to deny the Future Land Use Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING]…

BOARD OF COMMISSIONER ACTION NEEDED:

TO APPROVE: Motion to approve the Zoning Map Amendment and to make a finding that the approval is consistent with the following policies in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 5.1.C**
- **Policy 5.1.V**

The proposed rezoning is consistent with the Medium Density Residential Future Land Use classifications in the Pender 2.0 Comprehensive Land Use Plan because it has the potential to be generally consistent with current land uses in the vicinity. The Planning Board hereby recommends approval of the zoning map amendment with associated amendment to the Future Land Use Map.

TO DENY: Motion to deny the Zoning Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING]…

PLANNING BOARD ACTION FOR FUTURE LAND USE MAP AMENDMENT

MOTION	SECONDED
Buchanan	Pitts

APPROVED	DENIED	UNANIMOUS
Yes	No	Yes

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
Yes	Yes	Yes	Absent	Absent	Yes	Yes

PLANNING BOARD ACTION FOR GENERAL USE REZONING	
MOTION	**SECONDED**
Buchanan	**Teachey**

APPROVED	DENIED	UNANIMOUS
Yes	**No**	**Yes**

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
Yes	**Yes**	**Yes**	**Absent**	**Absent**	**Yes**	**Yes**

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	ZMA REZONE 2023-53	**Date**	5/15/2023
Application Fee	$ N/A	**Invoice**	N/A
Pre-Application Conference	N/A	**Hearing Date**	June 6th PB, July 10th BOCC

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Pender County Planning & Community Development	**Owner's Name:**	Channing Langrudi
Applicant's Address:	805 South Walker Street	**Owner's Address:**	213 Circle Drive
City, State, & Zip	Burgaw, NC	**City, State, & Zip**	Hampstead, NC 28443
Phone Number:	910-259-1202	**Phone Number:**	
Email Address:	jbrantley@pendercountync.gov	**Email Address:**	wessellone@gmail.com
Legal relationship of applicant to landowner:	Pender County Initiated Rezoning		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	4225-36-0682-0000	**Total property acreage:**	6.5 acres
Current Zoning District:	EC	**Proposed Zoning District:**	RP
Project Address:			
Description of Project Location:	North Side of NC 210 across from Watts Landing Road		

SECTION 3: SIGNATURES			
Applicant's Signature	Justin Brantley, Senior Planner	**Date:**	5/19/2023
Applicant's Name Printed	Justin Brantley	**Date:**	5/19/2023
Owner's Signature	Channing Langrudi	**Date:**	
Owner's Name Printed	Channing Langrudi	**Date:**	5-16-23

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda



PIN: 4225-36-0682-0000
Owner: LANGRUDI, CHANNING
213 CIRCLE DR
HAMPSTEAD, NC 28443
Deed Ref: 2387/165

Property Address: NC 210 HWY
Description: 6.51ACRES NC HWY 210 NEAR INTERSECTION W/ SR 1560

Sale Price: $50,000
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 859491
Township: TOPSAIL
Subdivision:
Tax Codes: G01 F32 R40

Acres: 6.51
Land Value: $135,930
Building Value: $0
Total value: $135,930
Deferred Value: $0
Exempt Amount: 0
PCL Class: R
Heated Sq Feet:

Pender County

1:1,989
0 0.0125 0.025 0.05 mi
0 0.0225 0.045 0.09 km

1 inch = 166 feet

05/16/2004

N W E S

State of North Carolina
Department of the Secretary of State
Land Records Management Division

Elaine F. Marshall
SECRETARY OF STATE

THOMAS W. MORGAN
LAND RECORDS MANAGER

March 26, 2013

Ms. Patricia Arnold
Town Clerk
PO Box 2475
Surf City, NC 28445

Dear Ms. Arnold:

This is to acknowledge receipt of the following annexation ordinance for the municipality of Surf City.

Ordinance: 2013-03-05 Adopted: 3/5/2013

Please contact me if you have any questions.

Sincerely,

Thomas W. Morgan

Post Office Box 29622, Raleigh, NC 27626-0622 PHONE: 919-807-2206 FAX: 919-807-2210

Exhibit "A"

BEGINNING at a nail in the centerline of N.C. Highway No. 210, which is located along said centerline at a point that is directly above the center of a 60 inch metal culvert that accommodates the water of Pole Bridge Branch beneath the roadway; and running thence,

(1) up the run of Pole Bridge Branch as it meanders in a Northeastwardly direction with the following being traverse courses and distances from point to point along or near said run:

North 25 Degrees 48 minutes 00 seconds East 87.56 feet, North 59 degrees 22 minutes 20 seconds East 130.88 feet, North 28 degrees 37 minutes 50 seconds East 47.26 feet, South 53 degrees 16 minutes 30 seconds East 43.71 feet, North 74 degrees 58 minutes 16 seconds East 177.42 feet, South 48 degrees 29 minutes 30 seconds East 34.01 feet, North 57 degrees 22 minutes 25 seconds East 91.52 feet, North 39 degrees 33 minutes 55 seconds East 78.47 feet, North 14 degrees 02 minutes 55 seconds East 57.34 feet, North 41 degrees 45 minutes 40 seconds East 36.72 feet, North 00 degrees 32 minutes 00 seconds West 38.44 feet, and North 88 degrees 48 minutes 40 seconds East 49.72 feet to an iron pipe in the run of said branch; thence,

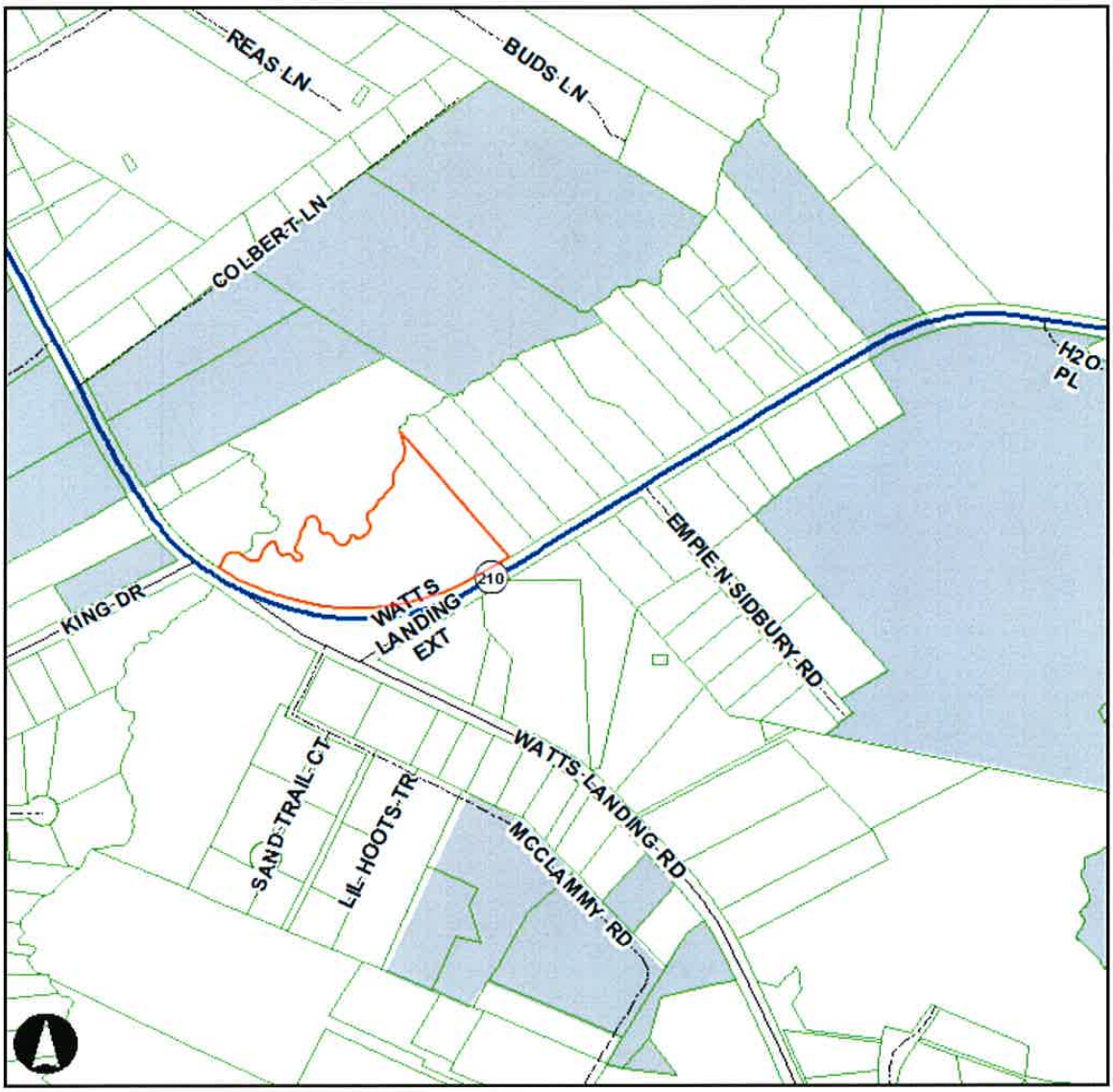
(2) South 32 degrees 55 minutes 20 seconds East 600.68 feet (passing over an iron stake inline at 450.68 feet and an iron pipe inline at 569.38 feet) to a nail and cap in the curved paved centerline of N.C. Highway No. 210; thence,

(3) South 67 degrees 09 minutes 40 seconds West 133.87 feet with the centerline of N.C. Highway No. 210 to a nail and cap at the beginning of a curve to the right; thence,

(4) Continuing with said curved paved centerline as it curves to the right the following chord courses and distances:

South 70 degrees 04 minutes 15 seconds West 57.94 feet, South 77 degrees 20 minutes 10 seconds West 145.97 feet, South 87 degrees 55 minutes 30 seconds West 145.69 feet, North 83 degrees 15 minutes 29 seconds West 77.52 feet, North 78 degrees 36 minutes 56 seconds West 75.47 feet, North 69 degrees 19 minutes 55 seconds West 145.50 feet, North 60 degrees 34 minutes 00 seconds West 161.22 feet and North 51 degrees 40 minutes 40 seconds West 67.70 feet to the Beginning,

Containing 6.505 acres, more or less, after the exclusion of that portion of N.C. Highway No. 210 (60 foot wide right of way) contained within the above described boundaries and is as surveyed during October 1996.



Scale: **1:500**

Pender County

PIN: 4225-36-0682-0000
NAME: LANGRUDI CHANNING et al
ADDR: 714 E OCEAN RD
CITY: SURF CITY
STATE: NC
ZIP: 28445-0000
PROPERTY ADDRESS: 210 HWY
PROPERTY DESCRIPTON: AT INTERSECTION OF SR 1560
DATE: 5/17/2004
SALE PRICE: $50,000.00

PLAT: NOPLAT
ACCOUNT: 859491.000000
TOWNSHIP: 102
TNSH DESC: TOPSAIL
ACRES: 6.51
LAND VALUE: $33,250.00
BUILDING VALUE: $0.00
TOTAL VALUE: $33,250.00
DEFERRED VALUE: $0.00
SUBDIVISION: Null
ZONE: R20
TAX CODES: G01 F32 R40

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2021

SESSION LAW 2022-29
HOUSE BILL 1096

AN ACT TO REMOVE CERTAIN DESCRIBED PROPERTY FROM THE CORPORATE LIMITS OF THE TOWN OF SURF CITY.

The General Assembly of North Carolina enacts:

SECTION 1. The property identified by Pender County Tax Property Identification Number 4225-36-0682-0000 is removed from the corporate limits of the Town of Surf City.

SECTION 2. This act has no effect upon the validity of any liens of the Town of Surf City for ad valorem taxes or special assessments outstanding before the effective date of this act. Such liens may be collected or foreclosed upon after the effective date of this act as though the property were still within the corporate limits of the Town of Surf City.

SECTION 3. This act becomes effective June 30, 2022. Property in the territory described in Section 1 of this act as of January 1, 2022, is no longer subject to municipal taxes for taxes imposed for taxable years beginning on or after July 1, 2022.

In the General Assembly read three times and ratified this the 30th day of June, 2022.

s/ Phil Berger
President Pro Tempore of the Senate

s/ Tim Moore
Speaker of the House of Representatives



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

Sewage Treatment Facilities*	221320		S	PMD/S		PMD/S				P	
Except: Sewage Lift Stations*		SD	SD	PMD/S	PMD/S	PMD/S	D	D	D	D	
*County Owned or County Service District Provided Systems=P											

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

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

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

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

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

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

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

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

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

5.3 USES WITH STANDARDS

5.3.1 General

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

Pender County
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)

TO:	Board of County Commissioners
FROM:	Trey Thurman
DATE:	July 10, 2023
SUBJECT:	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)

SUMMARY:
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)

ACTION REQUESTED:
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)