Pender County

Agenda

Board of County Commissioners Meeting
Monday, June 19, 2023 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

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1.	CALL TO ORDER			
2.	INVOCATION			
3.	PLEDGE OF ALLEGIANCE			
4.	ADOPTION OF AGENDA			
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10. DISCUSSION
11. APPOINTMENTS
12. MAPLE HILL WATER AND SEWER DISTRICT
13. ROCKY POINT WATER AND SEWER DISTRICT
14. SCOTTS HILL WATER AND SEWER DISTRICT
15. MOORES CREEK WATER AND SEWER DISTRICT
16. CENTRAL PENDER WATER AND SEWER DISTRICT
17. PENDER COUNTY BOARD OF HEALTH
18. SOCIAL SERVICES BOARD
19. PUBLIC COMMENT
20. ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS
21. CLOSED SESSION (IF APPLICABLE).

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

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22.2.	REZONE 2023-42 FLUMA: Request to amend the Future Land Use Map classification for two tracts of land totaling approximately 29.6 acres from Low Density Residential to Medium Density Residential in the Topsail Township REZONE 2023-42 FLUMA - Pdf	Brantley	441 - 465

23. ADJOURNMENT

Pender County
Update on Pender Sheriff's Charitable Foundation

TO:	Board of County Commissioners
FROM:	Cynthia Tart
DATE:	June 19, 2023
SUBJECT:	Update on Pender Sheriff's Charitable Foundation

SUMMARY:
Sheriff Cutler and Cynthia Tart would like to update the Board of Commissioners on the Pender Sheriff's Charitable Foundation.

ACTION REQUESTED:
Update on Pender Sheriff's Charitable Foundation

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	June 19, 2023
SUBJECT:	Approval of Purchase Order to Central Carolina Holdings, LLC for Tire Recycling & Disposal Services for FY24

SUMMARY:
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.

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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.

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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

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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
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	June 19, 2023
SUBJECT:	Approval of a Purchase Order to GFL for Solid Waste Disposal and Hauling Services for FY24

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

Funds have been budgeted for this expenditure. This purchase order request should cover the full FY24 fiscal year for waste management services. PO will be distributed as follows:

- Total of $5,740,000, with the following breakdown:
- $4,200,000, 75-409200
- $1,000,000, 75-409300
- $210,000, 75-409400
- $330,000, 75-409900

ACTION REQUESTED:
Approve annual purchase order in the amount of $5,740,000 to GFL for solid waste disposal and hauling services for FY24.

ATTACHMENTS:
Signed Contract for GFL for Solid Waste

SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT

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

RECITALS

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

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

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

AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

l. "Unacceptable Solid Waste" means:

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

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

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

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

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

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

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

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

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

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

4. Services.

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

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

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

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

5. Rates; Payment.

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

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

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

6. Company Covenants.

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

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

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

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

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

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

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

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

If to Company, to:

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

If to County, to:

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

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

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

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

15. Miscellaneous.

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

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

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

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

(Signatures on next page)

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

WASTE INDUSTRIES, LLC

Ted Hobbs — Region Vice President
SIGNATURE — TITLE

Norma Yanez — Government Contract Mgr
ATTEST — TITLE

PENDER COUNTY GOVERNMENT

COUNTY AUTHORIZED REPRESENTATIVE

ATTEST BY COUNTY CLERK:

COUNTY CLERK

COUNTY SEAL

County Clerk attests this 20 day February of 2018.

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

By: Katherine C. Brafford
County Finance Officer

Attachment A
Pender County Convenient Sites

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Roll Off Haul Rates

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

Attachment B
Pender County Transfer Station

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

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

Attachment C

Pender County Schools & Pender Convenience Site

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

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

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

Attachment D

Pender County Government Locations

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

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

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

STATE OF NORTH CAROLINA

PENDER COUNTY

FIRST AMENDMENT AND EXTENSION OF SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT

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

RECITALS

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

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

AGREEMENTS

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

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

[Signature page follows.]

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

WASTE INDUSTRIES, LLC

BY: _____
Ted Habets, Regional VP

ATTEST:

_____

DATE: 6/30/21

PENDER COUNTY

BY: _____
Chadwick W. McEwen

ATTEST:

_____ Nancy Avery Interim County Clerk

DATE: 6/30/21

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

_____
County Finance Officer

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	June 19, 2023
SUBJECT:	Approval of a Purchase Order to American Greenz for Electronics Recycling/Disposal for FY24

SUMMARY:
Televisions and other electronics require special handling and are required to be recycled and have materials recovered to the extent possible. The recycling companies have certain requirements for packaging and delivery of the material, which this vendor provides, in addition to the pickup of disposed units at our convenience centers. This PO request for electronics disposal using American Greenz will provide continuous services to our citizens through FY24.

A contract was approved in September 2020 based on competing bids solicited, and is for an initial term of 3 years, with a potential extension to a total of 5 years. We are near the end of the third year of the initial term, extending into our 4th year, and American Greenz has performed well throughout the term.

Funds have been budgeted for this expenditure in account 75-409450. The amount requested is $240,000.

ACTION REQUESTED:
Approve purchase order for $240,000 to American Greenz for Electronics Recycling/Disposal for FY24.

ATTACHMENTS:
Contract with American Greenz

American Greenz Inc
Electronics Recycling Company

Electronics Recycling Service

For Pender County

American Greenz Inc
Electronics Recycling Company

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1006 A, Morrisville Parkway, Morrisville, NC, 27560
Office: 1-855-ESCRAP-0(1.855.372.7270)
Emer: (919) 889.8998
www.americangreenz.com
info@americangreenz.com

American Greenz Inc
Electronics Recycling Company

Preface

To: **Kenny Keel**
Pender County Manager
605 E. Fermont Street
Burgaw, NC, 28425

From: Mehul Patel
President and CEO
American Greenz Inc.

SUBJECT: ELECTRONICS RECYCLING SERVICE

I am pleased to send you the Proposal on behalf of American Greenz Inc. to provide Pender County for electronics recycling services.

I am available to answer questions about our business or the services we provide.
Please forward any questions or responses to:

Mehul Patel (Max)
(919)889 8998
mehul@americangreenz.com

1006 A, Morrisville Parkway, Morrisville, NC, 275
Office: 1-855-ESCRAP-0(1.855.372.7270)
Emer: (919) 889.8998
www.americangreenz.com
info@americangreenz.com

American Greenz Inc
Electronics Recycling Company

1. Introduction

1.1 Background

American Greenz Inc offers environmentally friendly recycling to recover components or ferrous and non-ferrous materials from electronics. American Greenz Inc. focuses on providing efficient and ethically sound services to municipalities, organizations and the community. American Greenz Inc provides high levels of brand and data security. American Greenz Inc also makes it easy for government, businesses and individuals to meet environmental legislation for disposal of surplus or end of life electrical and electronics waste. Employee safety, data security, environmental responsible practices, domestic businesses and community education and outreach are the cornerstones of our business practices. We are ISO 14001, OSHAS 18001 and R2 certified company.

1.2 Company Profile

American Greenz Inc., established in 2009 and registered with the state of North Carolina and CCR, began operations to respond to the growing need for proper disposal of electronic materials. Our clients include municipalities, school districts, commercial clients and local residents. We have an energized, highly trained staff of professionals to provide assistance. The company is located in Morrisville, NC.

Helping municipalities recycle various electronic materials since 2009, the company provides professional collection services that focus on meeting self-imposed standards of excellence related to safety, data security, environmentally responsible practices, and community outreach. American Greenz Inc. maintains the highest possible standards in electronics recovery/ recycling operations. Management and employees are committed to continual improvement of environmental performance, prevention of pollution, and a commitment to comply with the occupational and environmental standards, regulations and other requirements such as internal through conformance to environmental procedures and relevant environmental, health and safety training. Environmental objectives and targets are set in accordance with environmental procedures. American Greenz Inc. strives to exceed EPA, OSHA, and other local, state, and federal requirements. With regular collections and experienced staff, services are intended to offer businesses with cost-effective recycling. American Greenz Inc. also offers data destruction services to ensure confidential data destruction. We provide clients with *"Data Destruction Certificates"* for peace of mind after destroying any information on the hard disk drives in our care, as per DOD regulations if requested at additional cost.

1.3 References

We are pleased to furnish references of people with whom we are working currently.

1. **Leighton Earwood, Donna Keene**
   County Of Currituck
   513 Court house road, Suite-302
   Currituck, NC. 27929

2. **Bob Holden**
   Solid Waste Division Manager
   Department of Public Works
   Town of Cary
   400 James Jackson Avenue
   Cary, NC 27513

Additional References can be provided if necessary or required

1006 A, Morrisville Parkway, Morrisville, NC, 27560
Office: 1-855-ESCRAP-0(1.855.372.7270)
Emer: (919) 889.8998
www.americangreenz.com
info@americangreenz.com

2. Scope of Work

2.1 Management of Waste and Recyclables

American Greenz Inc. will manage all e-waste from Pender County. This includes but not limited to all regularly generated covered electronic waste materials mentioned in the cost structure.

Upon pickup of these items from the county's pickup location, the items will be checked for any hardware containing personal/confidential information or data; American Greenz Inc. handles data as per the R2 Provisions and maintain the confidentiality of any personal information.

American Greenz Inc. will maintain complete logs and reports of the e-waste received from the landfill send out reports.

American Greenz Inc. is R2 certified and thereby manages all the recyclables accordingly.

2.2 Storage / Pick-up / Transportation

- For the ease of storage and pickup, all the electronics should be stored in enclosed containers provided by Pender County .
- Pickups schedule will be based on On-call Pickup methods. Site supervisor will call, text or email American Greenz Inc. when a container is half full.
- American Greenz Inc. will schedule the pick-up for the site it is requested from.
- Pickup schedule may change depending on weather conditions and other schedules.
- Materials may not be palletized. However please keep them in a manner which is safe to pick-up as per OSHA and R2 standards.
- American Greenz will be there on its 26 feet box truck with liftgate.
- County is advised to have loading area clean as we need to work on dollies to load loose TVs into our truck.

2.3 County Responsibility

- County to keep following items out, If found in container, company will not take it to their facility.

  Air Conditioners, Broken DLP TVs, Bare CRTs or CRT Glass, Electrical Ballasts, Fluorescent Lamps, Metal-halide Lamps, Microwaves, Refrigerators, Smoke Alarms/Detectors, Toys, Broken or Leaking Inks, Consumer Kitchen items, Electronic decoration items, Old Mercury Thermostats.
- American Greenz Inc. suggests that the County shall secure the storage container or supervise the location to prevent scavenging of electronics waste.

Office: 1-855-ESCRAP-0(1.855.372.7270)
Emer: (919) 889.8998
www.americangreenz.com
info@americangreenz.com

3 Cost Structure

Trucking Cost: $150.00

Labor Cost: $150/Labor ($300.00 for 2 labor)

Mileage: $0.69/ Mile

All the cost may vary depending on our downstream price and fuel prices. County will be notified 2-4 weeks prior to any changes. All invoices will be paid in 30 days net. Documentation regarding justification for changes to costs charged to the County must be provided with change notifications. Significant changes without acceptable justification could be subject to contract termination.

ITEMS	Recycling ($/lbs.)
Computer Equipment	
Whole Computers	No Charge
Laptops	No Charge
CRT Monitors	Charge $0.23
Damaged LCD Monitors	Charge $0.23
CPU	No Charge
Motherboard	No Charge
Power Supply	No Charge
HDD	No Charge
Storage Devices	No Charge
RAM	No Charge
CD / DVD Drives	No Charge
Office Equipment	
Printers	No Charge
Scanners	No Charge
Fax Machines	No Charge
Plotters	No Charge
Calculators	No Charge
Network Equipment	
Switches	No Charge
Hubs	No Charge

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Routers	No Charge
Server Racks	No Charge
Modems	No Charge
Consumer Electronics	
Televisions (All Type)	Charge $0.23
Cell Phones	No Charge
PDA	No Charge
Electronic Games (Xbox, Play station, nintento etc)	No Charge
Gaming Consoles	No Charge
Medical Equipment	TBD
Commercial Equipment	TBD
Banking Equipment	No Charge

4. Compliance

At all times, American Greenz Inc. will comply with all relevant EPA, OSHA and other federal, state and local regulations. American Greenz Inc. takes data security very seriously. We only use our vetted downstream for any data containing devices.

American Greenz Inc. is a member of many and other national and international organizations and follows best industry practices to manage electronics waste. This helps our company to be aware of changes in industry and regulations.

American Greenz Inc. is ISO14001, ISO18001 and R2 certified which are the most highly regarded regulations for our Industry.

5 Insurance

- American Greenz Inc. is fully insured as per the R2 regulations.
- American Greenz Inc. will not be held liable for County employees, County operations or the welfare of those dropping off e-waste at the County-owned facilities.

6 Working Relationship

The work described here will be accomplished in a team context with team members having professional expertise in the areas cited above. The general working relationship is described here.

- Project managers will be assigned by both American Greenz Inc. and the County who

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will act as the primary point of contact.

- American Greenz Inc. representatives will make their expertise and educational materials available for the County's use in raising awareness about e-waste issues.
- American Greenz Inc. will participate in community events whenever feasible to educate the public about e-waste and associated hazardous environmental and health effects.

7 Response Requirements

7.1 General Requirements: Program Management Description

- Our primary mission is to re-use and recycle any electronic items thus keeping them out of landfills. American Greenz Inc. is a part of the system where it can provide cost effective services to the community to help better serve the environment.
- American Greenz Inc. will offer technical assistance and consulting services to serve the government more efficiently in regard to electronic waste management practices to recycle e-waste. American Greenz Inc. can help the agencies with their agenda to keep hazardous electronic waste out of landfills.
- American Greenz Inc. team has numbers of years of experience in commodity exchanges and research experience in materials and substances generated by electronics. The research has been carried out by following the best practices from prestigious authorities such as EU (European Union), BAN (Basel Convention), EPA and other government organizations. American Greenz Inc. understands the issues pertaining to waste generated from the electronic waste globally.

7.2 Environment, Safety and Confidentiality Issues

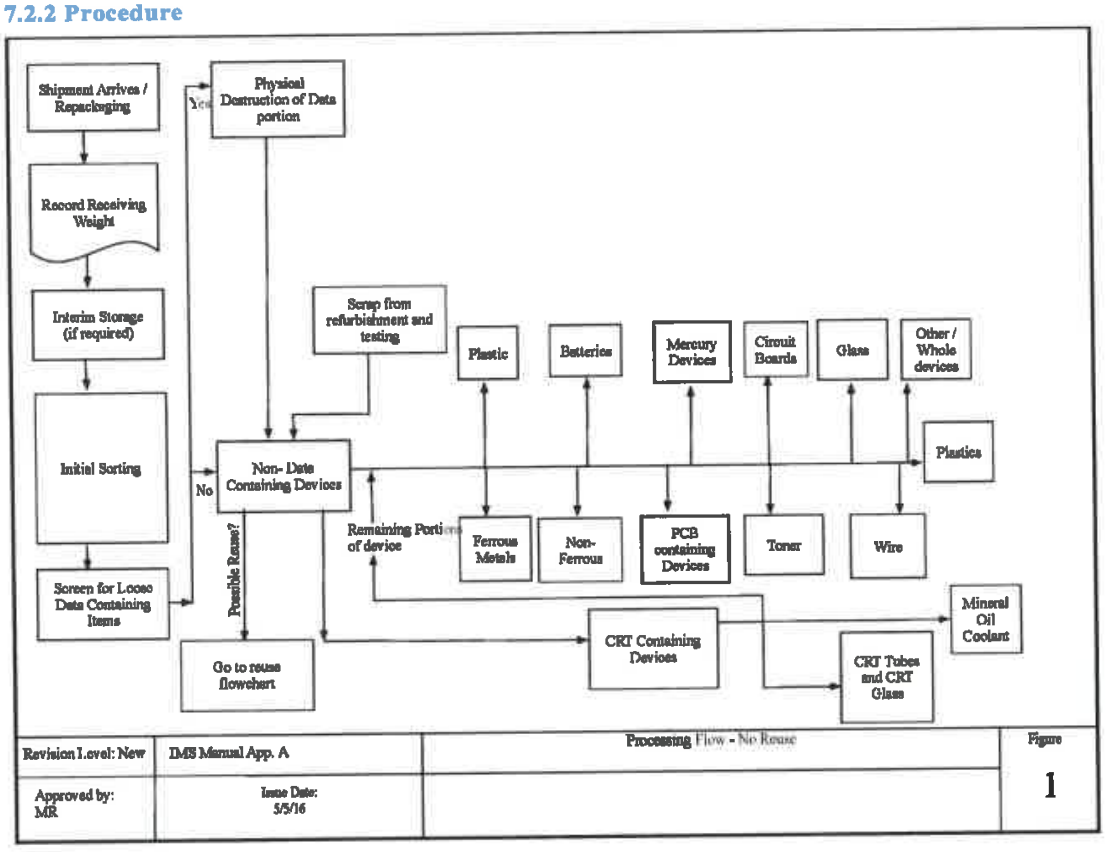
American Greenz Inc. will comply with all applicable federal, state, and local regulations and EPA and NC State policies in relation to the requested scope of work.

7.2.1 Safety

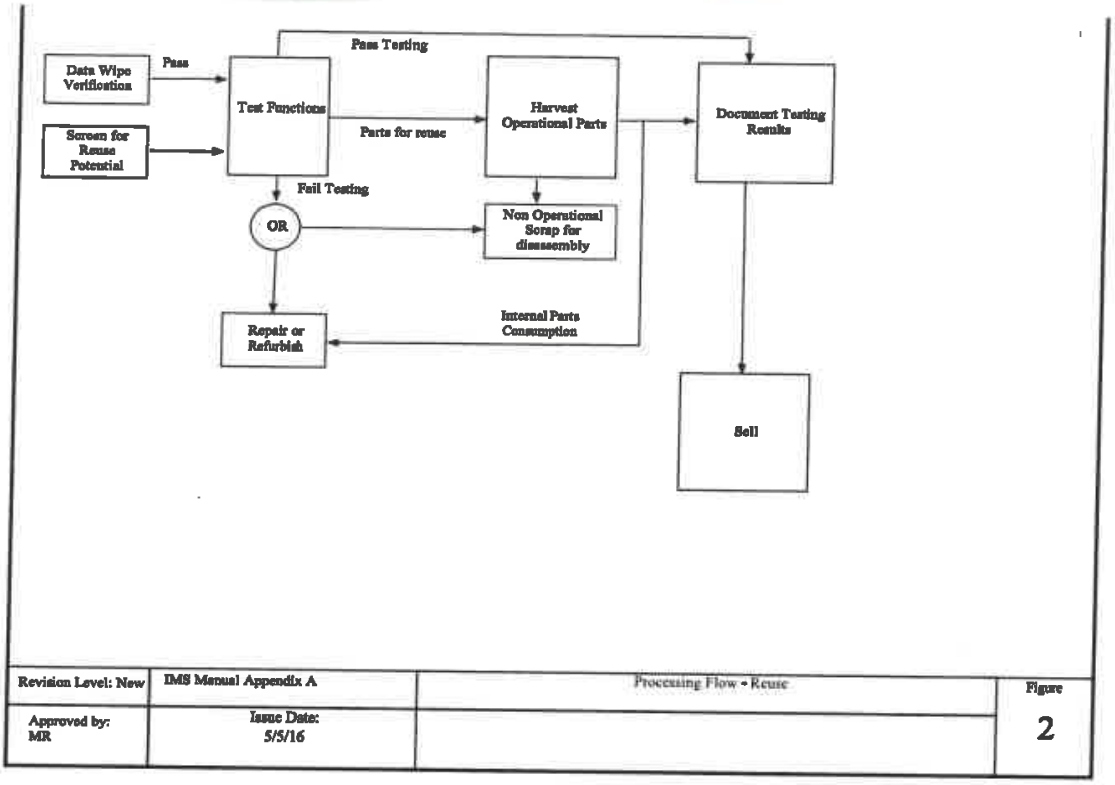
- Use of safety glasses or goggles when shredding electronics.
- Hard hats, safety gloves and dust masks are necessary while handling any material.
- The working area (counters, equipment, tools, etc.) should be kept clean at all times.
- Operating instructions must be followed while using the shredder and/or grinder.

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7.2.2 Procedure



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info@americangreenz.com



Revision Level: New	IMS Manual Appendix A	Processing Flow - Reuse	Figure
Approved by: MR	Issue Date: 5/5/16		2

7.3 Outcome

- Reduce e-waste though preventative upstream measures
- Improve upon quantities of materials currently recycled
- Develop other waste and cost reduction initiatives
- Maintain existing waste service levels for a seamless program transition
- Provide full documentation of material removed via a yearly report

This may include improving existing recycling programs as well as identifying new programs to reduce/reuse and recycle waste from County.

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American Greenz Inc
Electronics Recycling Company

Contract Agreement

The initial term of this agreement shall be for 3 years commencing on the effective date of this Agreement. The contract will continue to the following 2 years unless notified 60 days prior to the ending date.

Termination

This contract may be terminated according to either of the following provisions:
Default: If either party to this Contract claims the other is in default of any provision hereof, the claiming party shall provide written notice to the defaulting party of said default. If the defaulting party fails to correct the violating condition:

a)Within thirty (30) working days of the date they receive written notice, the party claiming default may terminate this Contract immediately.

Mutual Agreement:
This Contract may be terminated by mutual agreement of the parties hereto at any time.

The County may terminate this contract at any time if the Contractor is found to be in violation of Federal, State or Local e-waste management laws or allows their permits to lapse or should the Contractor's service put the County in violation of said laws.

Please sign below if you accept the terms and conditions of this proposal from American Greenz Inc. to Pender County for Electronics Recycling.

COUNTY:

Signature _____ Date 9/28/2020

Chadwick W. McEwen, County Manager

Name and Position

COMPANY:

Signature _____ Date 9/29/2020.

Mehul Patel (Nov), President.

Name and Position

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the 29 day of September, 2020

Margaret C. Blue
Finance Officer, Pender County

Office: 1-855-ESCRAP-0(1.855.372.7270)
Emer: (919) 889.8998
www.americangreenz.com
info@americangreenz.com

FY21 - PO# 313

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	June 19, 2023
SUBJECT:	Approval of Budget Ordinance Amendment and Transfer of Purchase Order # 355 (FY22) for Grant Services to Org 83 WTP Generator Project

SUMMARY:
Pender County retained the services of a grant writer/administrator to secure and manage the funding for the Water Plant Generator and Wastewater Plant Berm projects. We entered into the contract prior to having capital project funds set-up for these projects, so FY22 Purchase Order # 355 was assigned to our Water Operations budget (072-404500).

Funds have already been allotted for this work, and this action will simply move the $25,000 funding and PO to the proper project fund (83-404500).

ACTION REQUESTED:
Approve Budget Ordinance Amendment and Transfer of Purchase Order # 355 (FY22) for Grant Services to Org 83 WTP Generator Project

ATTACHMENTS:
Budget Ordinance Amendment
Purchase Order # 355 (FY22)

Monday, June 5, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 72 - ROCKY POINT TOPSAIL W&S

Division, Program, Project, etc. WTP Generator Project

REVENUES

Move funds and PO to proper capital project account

	Account # (ORG-OBJECT)	Account Description	Amount
1	83-399072	Transfer from Fund 72	25000
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	072-404500	Contracted Services	-25000
2	83-404578	Contracted Services-Grant Admin	25000
3	072-490000	Transfer to CIP	25000
4			
5			
6			
7			
8			
9			
10			

Total Revenues 25000

Total Expenditures 25000

Budget Amendment Balances when Zero. 0

Prepared By: Kenny Keel

Email kkeel@pendercountync.gov

PENDER COUNTY

PURCHASE ORDER
00000355-00 FY 2022 H

BILL TO
PCU - RP/T W&S
PO 995

BURGAW , NC 28425

VENDOR
Skip Green & Associates, Inc.

123 Windgate Drive

Clayton, NC 27252

SHIP TO
PCU - RP/T W&S H
PO 995

BURGAW, NC
28425

Requisition
490

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
12/10/21	000803	12/10/21		ROCKY POINT TOPSAIL W&S

POST-IT NOTES
Contract and PO approved by Board on 11/15/21, item 8.3.Three quotes were attained, with this firm providing the lowest quote, and their background and previous experience with this project supports the award of this project to Skip Green & Associates.

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	Grant Administration for EDA Grant for Water Plant Generator & Wastewater Plant flood control berm, Board approved 11/15/21 as Item 8.3	1.00		25000.000	25,000.00

PO TOTAL 25,000.00

** END OF REPORT - Generated by Kenneth Keel **

Pender County
Request For Board Action

TO:	Board of County Commissioners
FROM:	Tom Hedrick
DATE:	June 19, 2023
SUBJECT:	Approval of a Purchase Order to McGill for sludge removal at the Water Treatment Plant in FY24 for $40,000

SUMMARY:
McGill Environmental Systems performed removal of ferric sulfate sludge from the lagoon at the water treatment plant this past year. This service is performed yearly to help control pH for compliance with our NPDES permit. Their removal process far exceeded the vendors that have been used in the past. Quotes were obtained from McGill and Synagro with McGill being the lower of the two. This purchase order will cover FY24 in the amount of $40,000. Funds have been budgeted for this expenditure in account 069-404500.

ACTION REQUESTED:
Approve purchase order to McGill Environmental Services in the amount of $40,000 for sludge removal at the water treatment plan for FY24.

ATTACHMENTS:
Quotes from McGill and Synagro

435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com

May 17, 2023

Tom Hedrick
PO BOX 995
Burgaw, North Carolina 28425

RE: CPI Cost Adjustment

Dear Mr. Hedrick:

Per our contract, Synagro is entitled to an adjustment of our contract price(s) effective at the anniversary of the contract. Such price(s) shall be adjusted annually consistent with the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Atlanta Area, Not Seasonally Adjusted with the base being April 2022. We hereby inform to you that an adjustment has been calculated as follows:

Item Description	CPI Percentage Multiplier	Base Price	Price Adjustment Percentage	New Price	Unit
LIQ LAND APP	100.00%	$0.0634	5.80%	$0.0671	Gallon
MOBILIZATION & SET UP	100.00%	$11,461.37	5.80%	$12,126.13	Each
AG LIME	N/A	Cost + 15%	N/A	Cost + 15%	Per Ton

We shall prepare our invoices effective June 1, 2023 through May 31, 2024 with the adjusted unit prices, as stated above.

Again, we greatly appreciate your business and thank you for your consideration.

Sincerely,

Christina White

Christina White
Senior Accountant

cc: Curt Kleinsorg, Mary Brewer, Todd Larson, Emil Kneis, Elizabeth Grant, Jessica Stahl, File

U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

Change Output Options: From: 2013 To: 2023 GO
include graphs include annual averages More Formatting Options

Data extracted on: May 17, 2023 (1:43:38 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS35CSA0,CUUSS35CSA0
Not Seasonally Adjusted
Series Title: All items in Atlanta-Sandy Springs-Roswell, GA, all urban consumers, not seasonally adjusted
Area: Atlanta-Sandy Springs-Roswell, GA
Item: All items
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013		215.009		215.205		217.337		218.781		216.505		216.017	216.267	215.324	217.210
2014		218.861		220.620		223.862		223.657		221.276		218.058	220.969	220.459	221.479
2015		218.123		219.567		225.152		225.027		222.282		221.015	221.631	220.048	223.214
2016		221.658		223.820		226.724		227.817		227.675		226.739	225.463	223.488	227.438
2017		229.493		230.974		233.882		235.818		235.030		234.107	232.887	230.519	235.255
2018		237.000		237.417		240.376		241.026		238.673		237.276	238.577	237.725	239.430
2019		240.072		243.383		243.087		246.311		245.860		245.076	243.731	241.559	245.903
2020		247.042		242.617		245.184		248.070		248.794		249.051	246.653	244.889	248.417
2021		252.972		257.074		261.662		264.502		268.362		273.424	261.633	255.894	267.372
2022		279.743		284.925		291.764		295.469		297.058		295.452	289.673	283.715	295.631
2023		299.916		301.447											

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001
Telephone:1-202-691-5200_ Telecommunications Relay Service:7-1-1_ www.bls.gov Contact Us

Proposal/Agreement *(rev 01/18)* ○ New ◉ Change

McGILL The compost people®

Account Information

Legal name: Pender County Utilities WTP DBA: _____

Acct #: _____ Website: _____

Billing address: 289 Quality Way Wilmington, NC 28401

Primary contact: Tom Hedrick Email: thedrick@pendercountync.gov

(O): 910-663-3638 (F): _____ (M): 910-619-6068

A/P contact: _____ Email: _____ (O): _____

Ship to facility:

☒ **McGill-Delway**, 1100 Herring Rd, Rose Hill, NC 28458, Permit WQ0006816

☐ **McGill-Merry Oaks**, 634 Christian Chapel Church Rd, New Hill, NC 27562, Permit SWC-19-06

☐ **McGill-Waverly**, 5056 Beef Steak Rd, Waverly, VA 23890, Permit VDHBUR154

Proposal Information

Brief Description

McGill Environmental Systems of NC, Inc. is pleased to present the following proposal for dewatering services, including equipment rental, transport and processing of residuals for Pender County Utilities WTP.

Scope of Work

McGill Environmental Systems of NC, Inc. ("McGill") will furnish all labor, equipment, supervision and materials, unless otherwise specified, to perform the following:

Item	Material Code	Rate
Compost fee* (per wet ton)	Muni-Bio	$ 40.00
Transportation (per load)		$ 225.00
Technician (per tech/per hour)	Labor	$ 85.00
Polymer (per gallon)		$ 25.00
Dewatering equipment (per load/day)	Equipment	$ 300.00
DT50 rental (per load)	Equipment	$ 400.00
Drop fee (trailer)		$ 225.00

Additional notes:

*Composting fee and acceptance is contingent upon completion of McGill Pre-Acceptance and current McGill plant capacity. McGill anticipates the dewatered material to come in roughly around 14 – 15% solid and approximately 17 tons per load.Project is estimated at $2,500 - $2,600 per load with approximately 8 loads taken out.

Transportation provider:

☒ McGill
☐ Customer
☐ Subcontractor:

Fuel Surcharge:

◉ Yes
○ No

CPI Adjustment:

◉ Yes
○ No

Terms of Proposal/Agreement

This agreement is contingent upon pre-acceptance of material in accordance with McGill and all local, state and federal regulations.

Additional transportation charges may apply for scheduled hauls canceled by the customer.

Customer assumes full responsibility for all costs related to the removal and disposal of transported residuals found to contain substances that do not fall within regulatory parameters defined in McGill's permit.

A fuel surcharge may apply for fuel-consuming equipment. McGill reserves the right to adjust fuel surcharges based on industry averages.

Customer agrees to indemnify, exonerate and hold McGill harmless against loss, damage or expense, by reasons of suits, claims, demands, judgments and causes of action for personal injury, death or property damage rising out of or in any way in consequence of the performance of work undertaken by McGill except that in no instances shall the customer be held responsible for any liability claim demand or cause of action attributable solely to the gross negligence of McGill.

Any disposal or other work beyond the scope of work described above, unless agreed in writing, will be billed at the current Time and Material Rates.

Payment Terms – Net due 30 days from date of invoice. McGill does not agree to "pay when get paid" clauses. Discrepancies with invoices must be addressed in writing within 30 days from date of invoice or invoice will be considered acceptable as is and payment will be expected in full within the agreed payment terms. Finance charges of one and one-half percent (1.5%) per month will be due on payments past due after 30 days from date of invoice.

This proposal will be good for 1 year from date of acceptance.

Contract Effective Dates

Start Date: 5/1/23 **End Date:** 4/30/24

SIGNATURES

My signature indicates my acceptance of the terms of this proposal/agreement.

Customer Representative	*Title*	*Date*

Job Number	*Customer PO#*
	441

Sean Fallon	Director of Business Development	5/1/2023
McGill Representative	*Title*	*Date*
Michael Williams	Lead Dewatering Tech.	5/1/2023
McGill Representative	*Title*	*Date*

Date received in Accounting Department:

Pender County
Request For Board Action

TO:	Board of County Commissioners
FROM:	Tom Hedrick
DATE:	June 19, 2023
SUBJECT:	Approval of a Purchase Order to Environmental Chemists for Testing and Sampling of PCU's Water & Sewer Plants and Systems for FY24

SUMMARY:
Significant testing of water and wastewater is required throughout the year for PCU's water and wastewater plants, water system, and monitoring wells at the transfer station and former county landfill. EnviroChem has been performing sample collections for PCU for several years. Their services and pricing continue to outperform the competition. Staff sought quotes from 4 laboratories. There are 2 in-town labs: Environmental Chemists and Element 1, of which staff both responded. However, Element 1 did not follow up with pricing. There are 2 out-of-town labs serving the area, Enthalpy and Environment 1. Environmental 1 responded but did not follow up with pricing. As for Enthalpy, even though they run PFAS samples at their lab in-town, all other samples would need to be sent to their lab in Richmond, Virginia. We have had significant issues with shipping samples to out-of-town labs previously, so we avoid that if possible. In addition, Enthalpy does not do any site visits or offer any sample collection which would mean they would need to subcontract to a local lab here anyway to do those samples. EnviroChem was able to send quotes for each test we have them perform and that data was plugged into the master spreadsheet of all tests required for FY24. The total PO requested is more than that amount due to additional unforeseen tests that come up during the year. The total purchase order request is for $75,000. The funds are budgeted and allocated as follows: $25,000 from 072-404500, $2,000 from 069-404500, $40,000 from 068- 404500, and $8,000 from 75-404500.

ACTION REQUESTED:
Approve annual purchase order to EnviroChem in the amount of $75,000 for water & wastewater testing and sampling for FY24.

ATTACHMENTS:
EnviroChem Pricing

PCU Contract Lab Test Numbers

Drinking Water	Number of Tests/Year	Price per sample	Total
Alkalinity	12	$15	$180
Ammonia	4	$15	$60
Asbestos	1	$300	$300
HAA5	16	$120	$1,920
IOC /Secondaries	1	$200	$200
Metals	12	$14	$168
THM	16	$40	$640
TOC	24	$25	$600
Total Fluoride	4	$20	$80
Total Hardness	4	$15	$60
Total Nitrate	1	$25	$25
Total Nitrogen	4	$45	$180
Total Phosphate	4	$20	$80
Toxicity	1	$300	$300
Toxicity Shipping	1	$200	$200
VOC	1	$110	$110
		Subtotal:	$5,103

Wastewater Plant	Number of Tests/Year	Price per sample	Total
BOD	312	$25	$7,800
Mercury	4	$180	$720
O&G	312	$55	$17,160
Pollutant Scan	1	$850	$850
Total Nitrogen	4	$45	$180
Toxicity	5	$300	$1,500
Toxicity Shipping	4	$200	$800
WWTP Sample Pick-ups	156	$50	$7,800
		Subtotal:	$36,810

Maple Hill WWTP	Number of Tests/Year	Price per sample	Total
Ammonia	12	$15	$180
Asbestos	1	$300	$300
BOD	12	$25	$300
Chloride	3	$13	$39
Fecal Coliform	12	$27	$324
HAA	2	$120	$240
Silica	1	$13	$13
TDS	3	$13	$39
THM	2	$40	$80
TKN	12	$25	$300

Total Nitrate	12	$25	$300
Total Nitrogen	12	$45	$540
Total Phosphorous	12	$25	$300
TSS	12	$15	$180
		Subtotal:	$3,135

Burgaw Landfill Wells	Number of Tests/Year	Price per sample	Total
Conductivity	10	$10	$100
Metals	80	$14	$1,120
pH	10	$15	$150
Temperature	10	$0	$0
Turbidity	10	$15	$150
VOC (Method 8260D)	10	$110	$1,100
Water Level	10	$0	$0
Well Depth	10	$0	$0
Wells Collection	10	$85	$850
		Subtotal:	$3,470

Maple Hill Wells	Number of Tests/Year	Price per sample	Total
Ammonia	15	$15	$225
Chloride	15	$13	$195
Color	15	$0	$0
Fecal Coliform	15	$27	$405
Odor	15	$0	$0
pH	15	$15	$225
TDS	15	$13	$195
Temperature	15	$0	$0
TOC	15	$25	$375
Total Nitrate	15	$25	$375
Total Phosphorous	15	$25	$375
Water Level	15	$0	$0
Wells Collection	15	$85	$1,275
		Subtotal:	$3,645

Transfer Station Wells	Number of Tests/Year	Price per sample	Total
Ammonia	9	$15	$135
Chloride	9	$13	$117
IOC	3	$200	$600
Orthophosphate	9	$20	$180
pH	9	$15	$135
Phenol	9	$35	$315
TDS	9	$13	$117
Temperature	9	$0	$0
TOC	9	$25	$225
Total Coliform	9	$25	$225
Total Nitrate	9	$25	$225

Water Level	9	$0	$0
Wells Collection	9	$85	$765
		Subtotal:	$3,039

Annex Well #6	Number of Tests/Year	Price per sample	Total
Total Nitrate	1	$25	$25
Total Nitrite	1	$25	$25
VOC (Method 8260D)	4	$110	$440
		Subtotal:	$490

Kiwanis Well #4	Number of Tests/Year	Price per sample	Total
Total Nitrate	1	$25	$25
Total Nitrite	1	$25	$25
VOC (Method 8260D)	4	$110	$440
		Subtotal:	$490

Maple Hill Irrigation Field	Number of Tests/Year	Price per sample	Total
% Humic Matter	11	$20	$220
Acidity	11	$20	$220
Base Saturation (by calc)	11	$25	$275
Cation Exchange Capacity	11	$20	$220
Exchangeable Sodium %	11	$13	$143
Metals	77	$14	$1,078
pH	11	$15	$165
Total Phosphorous	11	$25	$275
		Subtotal:	$2,596

Total Cost Overall:	$58,778

Pender County
Request For Board Action

TO:	Board of County Commissioners
FROM:	Tom Hedrick
DATE:	June 19, 2023
SUBJECT:	Approval of a Purchase Order to Calgon Carbon for $173,600 for the replacement of Granular Activated Carbon (GAC) at the Water Treatment Plant for FY24.

SUMMARY:
The Pender County Water Treatment Plant located on Highway 421 is equipped with four Granular Activated Carbon (GAC) Contactors that are used to enhance water quality and assist in the removal of Total Organic Carbon (TOC), thus reducing the formation of Disinfection - by - Products (DBP) and removing a great portion of Perfluoroalkyl Substances (PFAS). The manufacturer requires for the media to be replaced once it loses the ability to adsorb organics. Two out of the four vessels are maintained yearly, one during the Fall months, and another one in the Spring. We have budgeted to exchange vessels #1 and #2 in FY24. A Request for Proposals Procedure was executed by Trisha Newton in May of 2023. Calgon Carbon was the lowest bid out of the vendors that participated in the bidding process. The total for both exchanges is $173,600. Funds have been budgeted for this expenditure in account 069-403372.

ACTION REQUESTED:
Approve annual purchase order in the amount of $173,600 to Calgon Carbon Corporation for the replacement of Granular Activated Carbon (GAC) in Contactors #1 and #2 for FY24.

ATTACHMENTS:
Pricing from Calgon

PRICING

Bidder is to provide a simple unit price including product cost, removal, delivery cost, and installation supervision of virgin GAC.

All unit prices and all lump sum prices in the bid proposal shall include all applicable fees, cost and taxes (if any) related to the project. The successful bidder will not be responsible for real property tax on the property, including the site of the project in addition to local taxes assessed

By submitting a unit price and entering into a contract, the bidder agrees to abide by all the criteria set forth in this bid for a period of time as set forth in the contract. Failure to do so will result in the original contract being voided and an award will be made to the next lowest responsible bidder.

Lump Sum Pricing:

Product Name	FILTRASORB 300M
Total lump sum	$173,600.00 per (2) 40,000 LB exchanges

Bidder's Contact Information:

Primary Contact	Michael Prevade
Phone Number	724-417-0405
Primary Customer Service Contact	Robyn Galiardi
Phone Number	412-315-9232

Pender County
Request For Board Action

TO:	Board of County Commissioners
FROM:	Tom Hedrick
DATE:	June 19, 2023
SUBJECT:	Approval of a Purchase Order to Brenntag for Sodium Hydroxide for the Water Treatment Plant for FY24: $145,000

SUMMARY:
A Request for Proposals procedure was executed by Trisha Newton in June of 2022. Brenntag was the lowest bid out of the vendors that participated in the bidding process. This chemical is used to adjust the pH of water in the water treatment process. The bid price was locked in for one year of services with one year renewals thereafter at fair market value. The price per gallon remains unchanged for FY24. This purchase order will cover FY24 in the amount of $145,000. Funds have been budgeted for this expenditure in account 069-403372

ACTION REQUESTED:
Approve annual purchase order to Brenntag for Sodium Hydroxide in the amount of $145,000 for water treatment for FY24.

ATTACHMENTS:
RFP tabulation results provided by Trisha Newton, Pender County Purchasing Agent.
Confirmation email of pricing for FY24.

PENDER COUNTY

Water Treatment Chemicals RFP # 22051-227

Bid Tabulation 6/2/2022

	BIDDERS:	Ferric Sulfate $ per gallon	Sodium Hydroxide $ per gallon
1	Amerochem	3.52	
2	Brenntag		3.25
3	Pencco, Inc.	No Bid	
4	USAALCO, LLC	No Bid	No Bid
5			
6			
7			
8			
9			
10			
11			
12			

NOTES:

Awarding Sodium Hydroxide to Brenntag

To: Tom Hedrick <thedrick@pendercountync.gov>
Subject: [External]RE: [External]RE: 50% Sodium Hydroxide

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.

Tom,

Greatly appreciate the background info you provided!

We can roll current pricing into the next fiscal year. IF you want pricing to be in gallons moving forward that will equate to $3.25 gallon for bulk caustic 50%

Pricing would be from July '23 - June '24

Best Regards,

Aaron Starling
Sales Manager – Durham & Greensboro, NC

BRENNTAG

M: (270) 860-1517
E-mail: astarling@brenntag.com

From: Tom Hedrick <thedrick@pendercountync.gov>
Sent: Friday, May 5, 2023 1:26 PM
To: Aaron Starling/Mid-South/Brenntag <Aaron.Starling@brenntag.com>
Subject: Re: [External]RE: 50% Sodium Hydroxide

You don't often get email from thedrick@pendercountync.gov. Learn why this is important

This Message Is From an External Sender

This message came from outside your organization.

Good Afternoon,

Pender County
Request For Board Action

TO:	Board of County Commissioners
FROM:	Tom Hedrick
DATE:	June 19, 2023
SUBJECT:	Approval of a Purchase Order to Amerochem for Ferric Sulfate for the Water Treatment Plant for FY24 $250,000

SUMMARY:
A Request for Proposals procedure was executed by Trisha Newton in June of 2022. Amerochem was the lowest bid out of the vendors that participated in the bidding process. This chemical is used as the primary coagulant in the water treatment process. The bid price was locked in for one year with one year renewals at fair market value. The price per gallon for FY24 remains unchanged for the first 6 months with fair market value for the following 6 months This purchase order will cover FY24 in the amount of $250,000. Funds have been budgeted for this expenditure in account 069-403372

ACTION REQUESTED:
Approve annual purchase order to Amerochem for Ferric Sulfate in the amount of $250,000 for water treatment for FY24.

ATTACHMENTS:
RFP tabulation results provided by Trisha Newton, Pender County Purchasing Agent.
Confirmation email of pricing for FY24.

PENDER COUNTY

Water Treatment Chemicals RFP # 22051-228

Bid Tabulation 6/21/2022

	BIDDERS:	Ferric Sulfate $ per gallon	Sodium Hydroxide $ per gallon
1	Amerochem	3.02	
2	Brenntag		
3	Pencco, Inc.		
4	USAALCO, LLC		
5			
6			
7			
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9			
10			
11			
12			

NOTES:

Awarding Kemira Ferric Sulfate to Amerochem

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.

Tom Hedrick

Amerochem is pleased to offer the following product and pricing for your review.

Ferric Sulfate 13% FE - Full truckload - $3.02 per gallon

Pricing is firm until 12-30-23.

Please let me know if you need a letter head quote and I will get the office to send to you.

All other terms and conditions apply.

Highest Regards

Tommy Pierce
Amerochem

Pender County
Request For Board Action

TO:	Board of County Commissioners
FROM:	Tom Hedrick
DATE:	June 19, 2023
SUBJECT:	Approval of a Purchase Order to Amerochem for Aluminum Sulfate for Wastewater Treatment for FY24

SUMMARY:
Aluminum sulfate is a required chemical for treatment of wastewater at the Melinda K. Knoezer Adaptive Ecosystem (Pender Commerce Park) Wastewater Treatment Plant. This purchase order request will enable required purchases throughout FY24. Staff contacted the three area suppliers of aluminum sulfate for quotes and received two quotes and one company informed us they were unable to supply. We recommend the supplier Amerochem since they are still the least expensive and we have had good success with this company. $55,000 was budgeted for this chemical in account # 068-403372.

ACTION REQUESTED:
Approve annual purchase order for $55,000 to Amerochem for Aluminum Sulfate for FY24

ATTACHMENTS:
Quotes from Amerochem and Water Guard

Fwd: [External]Re: Alum

Kurt Lonander <klonander@pendercountync.gov>
Wed 5/24/2023 12:51 PM
To: Tom Hedrick <thedrick@pendercountync.gov>

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Tommy Pierce <Tommypierce@amerochem.com>
Sent: Tuesday, May 23, 2023 12:08:06 PM
To: Kurt Lonander <klonander@pendercountync.gov>
Cc: Amerochem <amerochem@amerochem.com>; Tommy Pierce <Tommypierce@amerochem.com>
Subject: [External]Re: Alum

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.

Kurt Lonander

With support from our supplier, we are able to hold this price, $2.365 per gallon until further notice.

Regards
Tommy Pierce
Amerochem

Sent from my iPhone

> On May 22, 2023, at 1:10 PM, Kurt Lonander <klonander@pendercountync.gov> wrote:
>
> Hi Tommy,
> It is that time again. I will need another quote for Alum this coming up fiscal year.
> Thank you,
> Kurt Lonander

Kurt Lonander

Fwd: [External]RE: Alum

Kurt Lonander <klonander@pendercountync.gov>
Wed 5/24/2023 12:52 PM
To: Tom Hedrick <thedrick@pendercountync.gov>

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Lisa Wall <lisa@waterguardinc.com>
Sent: Monday, May 22, 2023 1:35:10 PM
To: Kurt Lonander <klonander@pendercountync.gov>
Subject: [External]RE: Alum

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.

Kurt,

Looks like your price is currently $ 2.54/gal. Unfortunately we can't say the price will remain that for the full year but we will send out notices ahead of time, if changing.

Thanks
Lisa Wall
Water Guard., Inc

From: Kurt Lonander <klonander@pendercountync.gov>
Sent: Monday, May 22, 2023 1:15 PM
To: Lisa Wall <lisa@waterguardinc.com>
Subject: Alum

Hi Lisa,
I was hoping to get a quote for mini bulk delivery on Alum. We normally order 4 totes (330gal) once a month. This is for our yearly budget. July to July.

Thank you,

Kurt Lonander

PCU
Pender County Utilities
Committed to Quality

Kurt Lonander

Pender County
Approval of Budget Amendment for EMS, Fire, & Municipal Tax Collections and Disbursements

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 19, 2023
SUBJECT:	Approval of Budget Amendment for EMS, Fire, & Municipal Tax Collections and Disbursements

SUMMARY:
Please consider the attached Budget Amendment for EMS, Fire, & Municipal Tax Collections and Disbursements. This budget amendment is for the EMS, Fire, and Municipal tax districts for which Pender County collects taxes and remits them right back to the units for which they are intended to fund. The revenues and expenditures for these collections and disbursements must be budgeted and projected based on NCGS requirements at the previous year's collection rate during the time of the budget. Throughout the year, prior years and additional collections are likely and thus will require adjustment of the total revenues and disbursements for these funds. These several budget amendment forms aggregate to be one budget amendment to adjust Funds 26, 27, & 42 for EMS, Fire, & Municipal tax collections.

ACTION REQUESTED:
Approval of Budget Amendment for EMS, Fire, & Municipal Tax Collections and Disbursements

Monday, June 5, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department VARIOUS

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	26-310021	Pender Central Fire Taxes	50000
2	26-310022	Sloop Point Fire Taxes	489222
3	26-310023	Maple Hill Fire Taxes	297442
4	26-310024	Rocky Point Fire Taxes	70000
5	26-310025	Long Creek Fire Taxes	50000
6	26-310026	Shiloh Fire Taxes	6000
7	26-310027	Penderlea Fire Taxes	55000
8	26-310028	Atkinson Fire Taxes	27000
9	26-310029	Hampstead Fire Taxes	500000
10	26-310033	Northeast Pender Fire Taxes	17000

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	540-454021	Pender Central Taxes Paid	70000
2	540-454022	Sloop Point Taxes Paid	1491664
3			
4			
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6			
7			
8			
9			
10			

Total Revenues 1561664

Total Expenditures 1561664

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email mblue@pendercountync.gov

Monday, June 5, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023 **Department** VARIOUS

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	26-310033	NE Pender Fire Taxes	35000
2	26-310034	Penderlea-Duplin Fire Taxes	6000
3	26-397000	Contribution from Gen Fund	-2984760
4			
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Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	540-409027	Transfer to Rescue Squad	-7098433
2	540-454022	Sloop Point Taxes Paid	908336
3	540-454023	Maple Hill Taxes Paid	254277
4	540-454024	Rocky Point Taxes Paid	140000
5	540-454025	Long Creek Taxes Paid	550000
6	540-454026	Shiloh Taxes Paid	20000
7	540-454027	Penderlea Taxes Paid	482020
8	540-454028	Atkinson Taxes Paid	50040
9	540-454029	Hampstead Taxes Paid	1400000
10	540-454032	Scotts Hill Taxes Paid	350000

Total Revenues -2943760 **Total Expenditures** -2943760

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller **Email** mblue@pendercountync.gov

Monday, June 5, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department VARIOUS

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	GF Appropriated	-28582
2	27-310000	EMS Taxes	536615
3	27-397010	Transfer from Gen Fund	2956178
4	27-397026	Transfer from Fund 26	-7518433
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Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	540-409027	Transfer to Rescue Squad	-420000
2	540-454033	NE Pender Taxes Paid	400000
3	540-454034	Penderlea-Duplin Taxes Paid	20000
4	695-409051	Transfer to County Wide Fire	-2984760
5	550-454000	Pender EMS & Fire Pmt	-4025640
6	695-409027	Transfer to Rescue Squad	2956178
7			
8			
9			
10			

Total Revenues -4054222

Total Expenditures -4054222

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email mblue@pendercountync.gov

Monday, June 5, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 42 - Agency

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	42-300049	Ad Valorem Taxes-Wallace	5000
2	42-300052	Ad Valorem Taxes-Burgaw	2152294
3	42-300053	Ad Valorem Taxes-St Helena	22142
4	42-300054	Ad Valorem Taxes-AtkinsonSW	23000
5	42-300055	Ad Valorem Taxes-Watha	4000
6	42-300057	Ad Valorem Taxes-Atkinson	67500
7	42-300058	Ad Valorem Taxes-Surf City	30000
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	42-454020	Distrib to Wallace	5000
2	42-454052	Distrib to Burgaw	2152294
3	42-454053	Distrib to St Helena	22142
4	42-454054	Distrib to Atkinson SW	23000
5	42-454055	Distrib to Watha	4000
6	42-454057	Distrib to Atkinson	67500
7	42-454058	Distrib to Surf City	30000
8			
9			
10			

Total Revenues 2303936

Total Expenditures 2303936

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email mblue@pendercountync.gov

Pender County
Approval of Budget Amendment to close out Fund 89 Solid Waste CPF

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 19, 2023
SUBJECT:	Approval of Budget Amendment to close out Fund 89 Solid Waste CPF

SUMMARY:
Please consider approval of the attached Budget Amendment to close out Fund 89 Solid Waste CPF. There were residual balances that needed to be transferred to the Solid Waste fund to close out this fund.

ACTION REQUESTED:
Approval of Budget Amendment to close out Fund 89 Solid Waste CPF

Tuesday, June 6, 2023

Pender County Budget Ordinance Amendment

Fiscal Year

FY 2022-2023

Department

75 - SOLID WASTE MANAGEMENT

Proposed Amendment:

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	89-367000	Sales Tax Refund	152.14
2	89-387011-6016	Clean Water State Rev Fund	-66323
3			
4			
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10			

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	89-404400-6016	Loan Closing Cost	-526
2	89-404505-6016	Contract Service-Engineer	-10075.29
3	89-404507-6016	Const Admin & Inspection	-23500
4	89-404536-6016	Contracted Serv-Electrical	61.61
5	89-404579-6016	Land Surveying Cost	-3200
6	89-405755-6016	Permitting	-4017.73
7	89-407434-6016	Mobilization, Demo, Sitework	220.88
8	89-407481-6016	Sanitary Sewer Modification	46.26
9	89-409600-6016	Contingency	-43525
10	89-409075	Transfer to Fund 75	18344.41

Total Revenues
-66170.86

Total Expenditures
-66170.86

Budget Amendment Balances when Zero.
0

Prepared By:
Angela Miller

Email
mblue@pendercountync.gov

Pender County
Approval of Budget Amendment to close out Fund 84 Wastewater CPF

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 19, 2023
SUBJECT:	Approval of Budget Amendment to close out Fund 84 Wastewater CPF

SUMMARY:
Please consider approval of the attached Budget Amendment to close out Fund 84 Wastewater CPF. There were residual balances that needed to be transferred to the Sewer fund to close out this fund.

ACTION REQUESTED:
Approval of Budget Amendment to close out Fund 84 Wastewater CPF

Tuesday, June 6, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 71 - MAPLE HILL WATER

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	84-399003	Transfer from GF	1058515
2			
3			
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8			
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Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	84-409079	Transfer to Fund 71	1058515
2			
3			
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6			
7			
8			
9			
10			

Total Revenues 1058515

Total Expenditures 1058515

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email mblue@pendercountync.gov

Pender County
Approval of Budget Amendment to close out Fund 43 Pesticide Program

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 19, 2023
SUBJECT:	Approval of Budget Amendment to close out Fund 43 Pesticide Program

SUMMARY:
Please consider the attached Budget Amendment as presented to close out the unused Fund 43 for the former pesticide program and transfer the residual balance to close out the fund. This program ended years ago and this fund has not been used since.

ACTION REQUESTED:
Approval of Budget Amendment to close out Fund 43 Pesticide Program

Tuesday, June 6, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department VARIOUS

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	43-336020	Pesticide Recycling Grant	-640
2	43-399000	Fund Balance Appropriated	-2797.49
3			
4			
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8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	43-401400	Travel	-838.53
2	43-401600	Maintenance/Repairs-Equip	-277.49
3	43-403300	Supplies	-3859.77
4	43-403310	Titles/Tags/Tax	-20
5	43-409010	Transfer to Gen Fund	1558.30
6			
7			
8			
9			
10			

Total Revenues -3437.49

Total Expenditures -3437.49

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email mblue@pendercountync.gov

Pender County
Approval of Budget Amendment to close Fund 50 & 52 Former Insurance & Worker's Comp ISFs

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 19, 2023
SUBJECT:	Approval of Budget Amendment to close Fund 50 & 52 Former Insurance & Worker's Comp ISFs

SUMMARY:
Please consider the attached budget amendment to officially close out the Worker's Compensation & Insurance ISFs. These funds are no longer used for self-insurance since we are insured through the NCACC Risk Pool & State Health Plan. There were some residual claims to wrap up but there has been no activity for some years now so we are officially closing this fund and transferring the remaining cash balance back to the general fund.

ACTION REQUESTED:
Approval of Budget Amendment to close Fund 50 & 52 Former Insurance & Worker's Comp ISFs

Monday, June 5, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department VARIOUS

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	52-399000	Fund Bal Appropriated	605218.56
2			
3			
4			
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6			
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8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	52-409020	Transfer to Gen Fund	605218.56
2			
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5			
6			
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8			
9			
10			

Total Revenues 605218.56

Total Expenditures 605218.56

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email mblue@pendercountync.gov

Tuesday, June 6, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department VARIOUS

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	50-399000	Fund Balance Appropriated	222832.74
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	50-409020	Transfer to Gen Fund	222832.74
2			
3			
4			
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6			
7			
8			
9			
10			

Total Revenues 222832.74

Total Expenditures 222832.74

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email mblue@pendercountync.gov

Pender County
Approval of Budget Amendment to Clear Remaining Budget Balances in Fund 63 School Capital Project Fund

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 19, 2023
SUBJECT:	Approval of Budget Amendment to Clear Remaining Budget Balances in Fund 63 School Capital Project Fund

SUMMARY:
Please consider the approval of the attached Budget Amendment to clear remaining budget balances in Fund 63 School Capital Project Fund. There were some residual budget amounts not cleared when the previous School Bond projects were completed so this budget amendment is to clear those budgetary balances to prepare for using this fund to account for the upcoming School Bond projects.

ACTION REQUESTED:
Approval of Budget Amendment to Clear Remaining Budget Balances in Fund 63 School Capital Project Fund

Tuesday, June 6, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department VARIOUS

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	63-329135	Investment Income-2016	642829.75
2	63-340100	Premium on Debt Issued	-100314.98
3	63-367000	Sales Tax Refund	372387.56
4			
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10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	63-404400	Bond Closing Costs	-155727.04
2	63-406449	Cape Fear El/Mid Startup	-0.32
3	63-406460	Penderlea School	246712.65
4	63-409028	Transfer to PSCF	823917.04
5			
6			
7			
8			
9			
10			

Total Revenues 914902.33

Total Expenditures 914902.33

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email mblue@pendercountync.gov

Pender County
Approval of Budget Amendment for E911 Transfer for PSAP Adjustment

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 19, 2023
SUBJECT:	Approval of Budget Amendment for E911 Transfer for PSAP Adjustment

SUMMARY:
Please consider the attached budget amendment adjusting the E911 Fund Balance for the PSAP Board adjustment to eligible expenses. This will ensure consistent reporting going forward so that the E911 fund agrees to the PSAP Board adjusted reporting.

ACTION REQUESTED:
Approval of Budget Amendment for E911 Transfer for PSAP Adjustment

Monday, June 5, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 252 - NEW EMG TEL SYSTEM FUND

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	252-397010	Transfer from Gen Fund	275.59
2	252-335026	New 911 Funds	150068.10
3	695-399000	GF Appropriated	275.59
4			
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7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	252-405760	Reserves	150343.69
2	695-409025	Transfer to Fund 25	275.59
3			
4			
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7			
8			
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10			

Total Revenues 150619.28

Total Expenditures 150619.28

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email mblue@pendercountync.gov

Pender County
Approval of Budget Amendment to close Fund 80 - Country Court Reserve Fund

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 19, 2023
SUBJECT:	Approval of Budget Amendment to close Fund 80 - Country Court Reserve Fund

SUMMARY:
Please consider the attached budget amendment as presented. This budget amendment will close out the Country Court Reserve Fund in order to transfer the funds back to the Housing Authority. These funds were required to be set aside for Country Court by the USDA, and now that the loan is paid off are not required to be set aside any longer.

ACTION REQUESTED:
Approval of Budget Amendment to close Fund 80 - Country Court Reserve Fund

Tuesday, May 23, 2023

Pender County Budget Ordinance Amendment

Purpose: to close Fund 80, Country Court Reserve Fund

Fiscal Year FY 2022-2023

Department 74 - COUNTRY COURT

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	80-399000	Fund Balance Appropriated	2015.53
2			
3			
4			
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10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	80-463074	Transfer to Country Court	2015.53
2			
3			
4			
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6			
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8			
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10			

Total Revenues 2015.53

Total Expenditures 2015.53

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email

Pender County
Approval of Budget Amendment for PCU transfer to WWTP Berm Project

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 19, 2023
SUBJECT:	Approval of Budget Amendment for PCU transfer to WWTP Berm Project

SUMMARY:
Please consider the attached budget amendment for the PCU transfer into the WWTP Berm Project. This project has already been approved, this just authorizes the PCU side of the transfer to fund the project.

ACTION REQUESTED:
Approval of Budget Amendment for PCU transfer to WWTP Berm Project

Wednesday, April 26, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023 **Department** 71 - MAPLE HILL WATER

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	068-399000	Fund Balance Appropriated	120000
2	59-399000	Fund Balance Appropriated	30000
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	068-409088	Transfer to Fund 88	120000
2	59-409088	Transfer to Fund 88	30000
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 150000 **Total Expenditures** 150000

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller **Email** amiller@pendercountync.gov

Pender County
Budget Work Session Minutes for April 27. 2023

TO:	Board of County Commissioners
FROM:	April Radford
DATE:	June 19, 2023
SUBJECT:	Budget Work Session Minutes for April 27, 2023

SUMMARY:
Presented to the Board are the minutes for the April 27th, 2023 budget work session.

ACTION REQUESTED:
Approval of the April 27th budget work session minutes

MINUTES
Board of County Commissioners Meeting
Thursday, April 27, 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
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

1 Open Discussion
Andrews/Blue

County Manager David Andrews and Finance Director Meg Blue thanked everyone for coming and opened the floor to the first speaker.

2 Tourism
Tammy Proctor

Tammy Proctor, Tourism Director, appeared before the Board and presented as to the Tourism Budget. Proctor discussed the Tourism Department's budget request and the County Manager's proposed budget as relevant to the Tourism Department and responded to questions from the members of the Board. The Board held a discussion on the Tourism Department's budget and asked serveral questions as related to the funding of tourism promotion efforts and through room occupancy tax versus the general fund. Chair Newton thanked Proctor for her time and efforts involved in the budget process.

3 Veterans Affair
Michelle Leach

Michelle Leach, Veteran's Services Director, appeared before the Board and presented as to the Veteran's Services Budget. Leach discussed the Veteran's Services Department's budget request and the County Manager's proposed budget as relevant to the Veteran's Services Office, and responded to questions from the members of the Board. The Board held a discussion on the Veteran's Services Department's budget, importance of providing timely and efficient services to the County's veterans. The Board requested a follow up presentation focused on expanding veteran's services and long-term planning for that expansion. Chair Newton thanked Leach for her time and efforts involved in the budget process.

4 Cooperative Extension
Mark Seitz

Mark Seitz, Cooperative Extension Director, appeared before the Board and presented as to the Cooperative Extension Budget. Seitz discussed the Cooperative Extension's budget request and the County Manager's proposed budget as relevant to the Cooperative Extension Department, and responded to questions from the members of the Board. Seitz noted a correction in the materials previously submitted and explained the cost-sharing agreement between Cooperative Extension and NC State University. The Board held a general discussion on the Cooperative Extension budget. Chair Newton thanked Seitz for his time and efforts involved in the budget process.

5 Elections
Theressa Lewis

Theressa Lewis, Deputy Director of the Board of Elections, appeared before the Board and presented as to the Board of Election's (BOE) Budget. Lewis discussed the BOE's budget request and the County Manager's proposed budget as relevant to the BOE Department and responded to questions from the members of the Board. The Board held a general discussion on the BOE Department's budget and requested a follow up discussion related to the BOE's staffing needs. Chair Newton thanked Lewis for her time and efforts involved in the budget process.

6 Library
Allen Phillips-Bell

Allen Phillips-Bell, Library Director, appeared before the Board and presented as to the Library Budget. Phillipos-Bell discussed the Library Department's budget request and the County Manager's proposed budget as relevant to the Library Department, and responded to questions from the members of the

Board. The Board held a general discussion on the Library Department's budget. Chair Newton thanked Phliips-Bell for his time and efforts involved in the budget process.

7 Human Resources
Pam Brame

7.1 Insurance (Workers Comp & Health)

Pam Brame, Human Resources Director, appeared before the Board and presented as to the Human Resources' Budget. Brame discussed the Human Resources Department's Insurance budget request and the County Manager's proposed budget as relevant to the Human Resources Department, and responded to questions from the members of the Board. The Board held a general discussion on the Human Resources Department's budget. Chair Newton thanked Brame for her time and efforts involved in the budget process.

8 Break

9 ITS
Erik Harvey

Erik Harvey, Information Technology Services (ITS) Director, appeared before the Board and presented as to the ITS Budget. Harvey discussed the ITS Department's budget request and the County Manager's proposed budget as relevant to the ITS Department, and responded to questions from the members of the Board. The Board held a detailed discussion on the ITS Department's budget. Chair Newton thanked Harvey for his time and efforts involved in the budget process.

10 Inspections
Daniel Adams

10.1 Planning

Daniel Adams, Planning Director, appeared before the Board and presented as to the Planning Budget. Adams discussed the Planning Department's budget request and the County Manager's proposed budget as relevant to the Planning Department, and responded to questions from the members of the Board. The Board held a general discussion on the Planning Department's budget. Chair Newton thanked Adams for his time and efforts involved in the budget process.

10.2 Hazard Mitigation

Daniel Adams, Planning Director, continued presenting before the Board as to the Planning Budget. Adams discussed the Planning Department's budget request and the County Manager's proposed budget as relevant to the Planning Department, and responded to questions from the members of the Board. The Board held a general discussion on the Planning Department's budget, noting concerns related to staff turnover. Chair Newton thanked Adams for his time and efforts involved in the budget process.

11 Finance
Meg Blue

11.1 Non-Departmental

Meg Blue, Finance Director, appeared before the Board and presented as to the Finance Budget. Blue discussed the non-Departmental budget request and the County Manager's proposed budget as relevant to the non-departmental budget and responded to questions from the members of the Board. The Board held a general discussion on the non-departmental budget. Chair Newton thanked Blue for her time and efforts involved in the budget process.

11.2 Debt Service

Meg Blue, Finance Director, appeared before the Board and presented as to the Debt Service Budget. Blue discussed the Debt Service budget request and the County Manager's proposed budget as relevant to the Debt Service and responded to questions from the members of the Board. The Board held a general discussion on the Debt Service budget. Chair Newton thanked Blue for her time and efforts involved in the budget process.

11.3 Transfers/Other

Meg Blue, Finance Director, appeared before the Board and presented as to the Finance Budget related to the transfers/other. Blue discussed the budget request and the County Manager's proposed budget as relevant to the transfers and other services, and responded to questions from the members of the Board. The Board held a general discussion on the Finance Department's budget. Chair Newton thanked Blue for her time and efforts involved in the budget process.

12 Soil & Water Conservation
Don Rawls

Don Rawls, District Supervisor, appeared before the Board and presented as

to the Water & Soil Conservation Budget. District Supervisor Rawls discussed the Water & Soil Conservation's budget request and the County Manager's proposed budget as relevant to the Water & Soil Conservation, and responded to questions from the members of the Board. The Board held a general discussion on the Water & Soil Conservation's budget. Chair Newton thanked District Supervisor Rawls for his time and efforts involved in the budget process.

13 Forestry
Hagen Blake

Hagen Blake, County Ranger, appeared before the Board and presented as to the North Carolina Forest Service (NCFS) Budget. Ranger Blake discussed the NCFS's budget request and the County Manager's proposed budget as relevant to the NCFS, and responded to questions from the members of the Board. The Board held a general discussion on the NCFS's budget. Chair Newton thanked Ranger Blake for his time and efforts involved in the budget process.

14 Wrap Up Discussion

The Board held a general discussion of the budget items discussed at the meeting. Thereafter it was moved and seconded that the meeting be adjourned. The motion being unanimously adopted, the meeting was adjourned.

Pender County
Budget Work Session Minutes for May 8, 2023

TO:	Board of County Commissioners
FROM:	April Radford
DATE:	June 19, 2023
SUBJECT:	Budget Work Session Minutes for May 8, 2023

SUMMARY:
Presented to the Board are the budget work session minutes for May 8,2023.

ACTION REQUESTED:
Approval of the budget work session minutes for May 8, 2023.

MINUTES
Board of County Commissioners Meeting
Monday, May 8, 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
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

1 Open Discussion
Andrews/Blue

County Manager David Andrews thanked everyone for coming and opened the floor up to begin.

2 Tax Administration
Sarah Pridgen/Jessica Hudson

Sarah Pridgen and Jessica Hudson, Tax Collections Manager and Personal Property Appraiser, appeared before the Board and presented as to tax Administration's Budget. Pridgen and Hudson discussed the Tax Administration's budget request and the County Manager's proposed budget as relevant to the Tax Administration department, and responded to questions from the members of the Board. The Board held a general discussion on the Tax Administration's budget. Chair Newton thanked Pridgen and Hudson for their time and efforts involved in the budget process.

3 Register of Deeds
Sharon Willoughby

Sharon Willoughby, Register of Deeds Director, appeared before the Board and presented as to Register of Deeds' Budget. Willoughby discussed the Register of Deeds' budget request and the County Manager's proposed budget as relevant to Register of Deeds, and responded to questions from the members of the Board. The Board held a general discussion on the Register of Deeds' budget. Chair Newton thanked Willoughby for her time and efforts involved in the budget process.

4 Facilities Maintenance

Jeremy Drummond

4.1 Fleet Maintenance

Jeremy Drummond, Facilities Director, appeared before the Board and presented as to Facilities Fleet Maintenance's Budget. Drummond discussed the Facilities Fleet Maintenance budget request and the County Manager's proposed budget as relevant to Fleet Maintenance and responded to questions from the members of the Board. The Board held a general discussion on the Facilities Fleet Maintenance's budget. Chair Newton thanked Drummond for his time and efforts involved in the budget process.

4.2 Custodial Maintenance

Jeremy Drummond, Facilities Director, appeared before the Board and presented as to Facilities Custodial Maintenance's Budget. Drummond discussed the Facilities Custodial Maintenance budget request and the County Manager's proposed budget as relevant to Custodial Maintenance, and responded to questions from the members of the Board. The Board held a general discussion on the Facilities Custodial Maintenance's budget. Chair Newton thanked Drummond for his time and efforts involved in the budget process.

5 Housing

Sue Sava

Sue Sava, Housing Director, appeared before the Board and presented as to Housing Department's Budget. Sava discussed the Housing budget request and the County Manager's proposed budget as relevant to Housing, and responded to questions from the members of the Board. The Board held a general discussion on the Housing Department's budget. Chair Newton thanked Sava for her time and efforts involved in the budget process.

6 Break

7 Health
Carolyn Moser

Carolyn Moser, Health Director, appeared before the Board and presented as to County's Health Department's Budget. Moser discussed the Health Department's budget request and the County Manager's proposed budget as relevant to the Health Department and responded to questions from the members of the Board. The Board held a general discussion on the Health Department's budget. Chair Newton thanked Moser for her time and efforts involved in the budget process.

7.2 DSS - Wes Stewart

Wes Stewart, Social Services Director, appeared before the Board and presented as to the Department of Social Services' (DSS) Budget. Stewart discussed the DSS' budget request and the County Manager's proposed budget as relevant to the DSS, and responded to questions from the members of the Board. The Board held a general discussion on the Department of DSS' budget. Chair Newton thanked Stewart for his time and efforts involved in the budget process.

8 Emergency Managment
Tommy Batson

Tommy Batson, Emergency Management Director, appeared before the Board and presented as to Emergency Management Department's Budget. Batson discussed the Emergency Management's budget request and the County Manager's proposed budget as relevant to Emergency Management, and responded to questions from the members of the Board. The Board held a general discussion on the Emergency Management Department's budget. Chair Newton thanked Batson for his time and efforts involved in the budget process.

9 Pender EMS & Fire
Everett Baysden

Everett Baysden, EMS and Fire Director, appeared before the Board and presented as to EMS and Fire Department's Budget. Baysden discussed the EMS and Fire Department's budget request and the County Manager's proposed budget as relevant to the EMS and Fire Department, and responded to questions from the members of the Board. The Board held a general discussion on the EMS and Fire Department's budget. Chair Newton thanked Baysden for his time and efforts involved in the budget process.

9.2 Fire Departments - Mark Haraway

Mark Haraway, Fire Marshal, appeared before the Board and presented as to Fire Department's Budget. Fire Marshal Haraway discussed the Fire Department's budget request and the County Manager's proposed budget as relevant to the Fire Department, and responded to questions from the members of the Board. The Board held a general discussion on the Fire Department's budget. Chair Newton thanked Fire Marshal Haraway for his time and efforts involved in the budget process.

10 Wrap Up Discussion

The Board held a general discussion of the budget items discussed at the meeting. Thereafter It was moved and seconded that the meeting be adjourned. That motion being unanimously adopted, the meeting was adjourned.

Pender County
Board of County Commissioners
Meeting Minutes for May 15, 2023

TO:	Board of County Commissioners
FROM:	Alexis Stanfield
DATE:	June 19, 2023
SUBJECT:	Board of County Commissioners Meeting Minutes for May 15, 2023

SUMMARY:
Presented to the Board are the Board of County Commissioner meeting minutes for May 15, 2023.

ACTION REQUESTED:
Approval of the Board of County Commissioners meeting minutes for May 15, 2023.

MINUTES
Board of County Commissioners Meeting
Monday, May 15, 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

1.1 Chair Newton called the meeting to order at 4:00pm.

2 INVOCATION

2.1 Vice Chair Hardee gave the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Commissioner Groves led the Pledge of Allegiance.

4 ADOPTION OF AGENDA

Moved by Brad George, seconded by Fred McCoy

Motion to adopt the agenda as presented.

	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 INFORMATION

5.1 Pender EMS & Fire Win the 2023 Paramedic Competition

Pender EMS & Fire Director Everett Baysden introduced McKenzie Shipp and Owen Feest to the Board as the 31st Annual Paramedic Competition winners for 2023. Baysden informed the Board that McKenzie and Owen competed against six (6) other teams from different counties, including the 2022 Winner, Mecklenburg County. Baysden noted that McKenzie is the second woman to win the competition. Owen Feest spoke after Baysden. Feest said he was grateful for the county and the agency. He said it was an honor to compete for both. McKenzie Shipp spoke next. Shipp went into detail about the competition. Shipp stated the competition starts in a room without any communication to the outside world. Competitors draw numbers to see what order they compete in. Competitors are called to a bar for a fake medical incident and have to attend to the situation. Everett Baysden spoke once more, honorably mentioning Mr. Brown as Shipp and Feest's trainer.

6 PUBLIC COMMENT FOR AGENDA ITEMS

6.1 Public Comment for Agenda Items.

No one signed up to comment on Agenda Items.

7 CONSENT AGENDA

7.1 Approval of PO to Sole Source vendor of Central Square Technologies, LLC for $ 9,823.78.

7.2 Approval of a Purchase Order to Internetwork Engineering for Annual Firewall Support & Maintenance Renewal in the amount of $35,897.31.

7.3 Approval of a Purchase Order to Davenport Group for Dell Infrastructure Support & Maintenance Renewal of in the amount of $148,709.00.

7.4 Approval of Increase of PO# 184 to Core & Main for Water Meter Purchases

7.5 Consent Agenda Approval

Moved by Fred McCoy, seconded by Brad George

Motion to approve consent agenda as presented.

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

CARRIED.

8 APPROVALS AND RESOLUTIONS

8.1 Consideration of Purchase Order and contract amendment to Land Mechanic Designs, Inc. to complete repairs to Northeast Cape Fear River bank off Shaw Highway

Planning Director Daniel Adams presented the consideration of Purchase Order and contract amendment to Land Mechanic Designs Inc., and a PO increase of $15,300 for Ardurra to complete repairs to Northeast Cape Fear Riverbank off Shaw Highway. Adams informed the Board the project is funded through the Emergency Watershed Protection Program Grant, a USDA funded grant related to Hurricane Florence recovery efforts. The Board originally approved this contract on May 16, 2022 to repair damaged on this portion of the riverbank. In June and July of 2022, Land Mechanic Designs, Inc and technical consultant Ardurra repaired the riverbank. Adams stated an amendment of their contract with Pender County was needed to correct erosion along the same repair sites.

Discussion:
Commissioner McCoy asked if this would also cover damage in the downstream area of the riverbank. Adams stated that was not within the scope of this contract however, staff are continuing to seek funding for other areas such as that one.

Chair Newton asked for clarification on why the previous work done was not sufficient in fixing the riverbank. Adams stated that the original design drawn up for the Northeast Cape Fear River did not take erosion

into account. This led to the undoing of previous work. Adams stated the original contract was fulfilled.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to approve Purchase Order and contract amendment to Land Mechanic Designs, Inc. and a Purchase Order Increase of $15,300 to Ardurra to complete repairs to Northeast Cape Fear River bank off Shaw Highway.

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

CARRIED.

8.2 Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Parcel 4214-12-5195-0000 on Doral Drive, Hampstead

Finance Director Meg Blue requested the Board approve the offer and upset bid process for the sale of a surplus property - Parcel 4214-12-5195-0000 on Doral Drive in Hampstead. Blue stated the county bought the .25 acre lot in 2017 through tax foreclosure. The tax value for this lot is listed at $9,998. Nash Burke has put in an offer for $10,000, $2 above the tax value.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Motion to approve Offer & Start of Upset Bid Process for Sale of Surplus Property - Parcel 4214-12-5195-0000 on Doral Drive, Hampstead as presented.

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

Brad George	x			
	5	0	0	0

CARRIED.

8.3 Consideration of a Resolution to Declare Corporate Drive and Acme Way Public Roads (Both Being Located Within the Pender Commerce Park)

Project Manager Buddy Avery requested the Board approve the resolution to declare Corporate Drive and Acme Way Public Roads. Avery informed the Board this is one step towards granting DOT ownership over the roads so they can properly maintain them. The roads are currently listed as private. Avery did discuss alternative actions to declare the roads public such as hiring a surveyor to redraw the roads or rehiring the original surveyor to change the roads from private to public. Avery highlighted key issues with these other alternatives. Avery stating it would be excessive to redraw all the roads as they haven't changed and rehiring the original surveyor would cost $4,500.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to approve the resolution to declare Corporate Drive and Acme Way public roads as presented.

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

CARRIED.

8.4 Consideration of NCDOT Resolution for Roadway Improvements at NC-210/Island Creek Road/ Dallie Futch Road

Katie Hite presented the consideration of NCDOT Resolution for Roadway Improvements at NC-210/Island Creek Road/ Dallie Futch Road. Hite informed the Board that among NC 210, Island Creek Rd, and Dallie Futch Rd there have been thirty-nine (39) wrecks in the last five years due to increased traffic volumes and population growth. This

project currently aims to insert a roundabout at the intersection of Dallie Futch Rd and Island Creek Rd however, Hite noted there is room for change. Hite stated there is no current long-term funding for this project, however staff are actively seeking it. Hite presented a short-term solution of installing a traffic signal prior to the Hampstead Bypass opening.

Discussion:
Commissioner George raised concerns of tractor trailers not fitting on the roundabout. Hites referred back to a previous slide that showcased a roundabout. Hite noted the roundabout forms a donut and the outer circle is called atruck apron. A truck apron is specifically designed for trucks and trailers to drag across it.

Chair Newton stated the Dallie Futch Rd and Island Creek Rd is a prime site for a roundabout.

Commissioner McCoy stated his support in the roundabout as I-40 will also increase the traffic in that area.

Commissioner Groves asked Hite the likelihood of temporarily cutting off the NC 210 and Island Creek Rd intersection. Hite responded stating that is a long-term goal staff are working towards in efforts to make that area safer for drivers. Commissioner Groves also agreed with Commissioner George's concerns of the roundabout being too tight for trailer trucks.

Chair Newton asked Hite what the necessary funding process involves. Hite responded stating it depends on where they are able to get the funding from. Hite stated having support from the Board is their first step in this process.

Moved by Jerry Groves, seconded by Brad George

Motion for Consideration of NCDOT Resolution for Roadway Improvements at NC-210/Island Creek Road/ Dallie Futch Road

	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 DISCUSSION

9.1 Discussion Regarding a Draft Ordinance Amendment to Prohibit Smoking, Vaping, Tobacco Use in Pender County Parks.

Patrick Buffkin, Staff Attorney, presented the Discussion Regarding a Draft Ordinance Amendment to Prohibit Smoking, Vaping, Tobacco Use in Pender County Parks. Buffkin stated this discussion was requested by Commissioner Groves. Buffkin stated in preparation for the BOCC meeting, staff conducted background research, had internal meetings with park staff and the public health director, as well as presented this issue with the county parks board for their consideration of recommendations. The county has legal authority to regulate vaping and other tobacco use. The ordinance contains a provision that allows criminal punishment for those who violate it. Due to the criminal penalty, the Board will need to have a second discussion before they can approve the new ordinance. Buffkin asked the Board for direction and feedback on where they would like to go with this issue.

Discussion:
Chair Newton asked for clarification on why the term "electronic cigarettes" was not being used within the language. Buffkin clarified the most up-to-date ordinance does include this terminology however, the agenda the Board is in possession of does not. Chair Newton voiced concerns with having a public policy without having firm guidance on penalties or enforcement.

McCoy stated his support of a designated smoking area.

Commissioner George voiced concerns about park staff's lack of authority to enforce the ordinance. Commissioner George noted there are other ordinances in place that prohibit things like golfcarts and dogs, but the park staff are not able to enforce this like law enforcement could.

Commissioner Groves stated his experience with secondhand smoke at the parks.

Buffkin thanked the Board for their feedback and stated he would return after there was more research done.

10 APPOINTMENTS

11 MAPLE HILL WATER AND SEWER DISTRICT

12 ROCKY POINT WATER AND SEWER DISTRICT

13 SCOTTS HILL WATER AND SEWER DISTRICT

14 MOORES CREEK WATER AND SEWER DISTRICT

15 CENTRAL PENDER WATER AND SEWER DISTRICT

16 PENDER COUNTY BOARD OF HEALTH

16.1 Presentation of 2022 Community Health Assessment

Carolyn Moser, Health Director, presented the 2022 Health Assessment. She passed out hard copies of the assessment to each Board member. Moser stated every four years the Health Department is required to do this health assessment, and every year they submit a county health report. The Health Department contracted with UNC School of Health to conduct this assessment. The Health Assessment is a long process that initially results in a list of 14 health priorities. After more research is done, the list is shortened to three main health priorities that Pender County Health Department will focus on for the next four years. This year the three priorities are Heart Health, Substance Abuse, and Access to Care. Chair Newton asked for clarification on access to care. Moser clarified that this means there is a shortage of care providers in the area in comparison to the state. Chair Newton asked for updates on diseases, illness, and specifically covid within Pender County. Moser stated Pender County has a low report of covid cases and hasn't had a covid-related death in a few months. North Carolina is in the process of approving newer version of the Moderna vaccine that will include different strains of Covid-19.

17 SOCIAL SERVICES BOARD

18 PUBLIC COMMENT

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

20 CLOSED SESSION (IF APPLICABLE).

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to go into Closed Session at 5:15 pm as per NCGS 143-318.11 (3) attorney client and (4) Economic Development.

	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.

21 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

21.1 REZONE 2023-45: Request to rezone three tracts totaling approximately 4.9 acres from the Planned Development zoning district to the General Business zoning district in the Topsail Township

Daniel Adams, Planning Director, presented the Request to rezone three tracts totaling approximately 4.9 acres from the Planned Development zoning district to the General Business zoning district in the Topsail Township. The applicant for the case on behalf of Renovation Church is Lenny Moore. Mr. Moore could not be present for the meeting. Mr. Shell and Mr. Thompson were in attendance on behalf of Mr. Moore and Renovation Church. The three subject properties are mostly wooden tracts. Adams stated the Board would need to consider all permit uses for this property because they are within the general business zoning district. The areas looked at on a map were between long Leaf Dr and Sloop Point Loop Rd. Adams noted that US Hwy 17 is at compacity. The volume is currently 36,000, the planning capacity is 37,232, and the volume to capacity ratio is .97. The properties have different future land use classifications. The property at the corner of Sloop Point Loop Rd and Hwy 17 is classified as Regional Mixed Use and the two parcels south and east are classified as Low Density Residential. Adams presented reasons staff recommend the approval of this proposal. Chair Newton asked if the land was acquired or donated, and for clarification on the odd shape of the land. Mr. Thompson from Cape Fear Commerical answered stating that the land was acquired, and the engineer informed them that that is just the way the land runs. Mr. Thompson informed the Board that the church may utilize the land for a coffee shop or some other commercial use.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Motion to approve the Request to rezone three tracts totaling approximately 4.9 acres from the Planned Development zoning district to the General Business zoning district in the Topsail Township.

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

CARRIED.

21.2 General Land Use Procedures Presentation from the Cape Fear Council of Governments

Sam Shore from Cape Fear Council of Governments presented the General Land Use Procedures. Sam received a warm welcome from the Board. Shore began stating Pender County is experiencing a lot of population growth and its budget needs to reflect that. Shore went over the 2018 Land Use Procedure adopted in 2018. Broad Construction (legal context 153A-4), Responsibilities (UDO 2.2.2), Zoning Basics (160D-701), Grants of Power (160D-702), Limitations, Special Considerations, Zoning Map Amendment Comparision (Genral Use VS Conditional Zoning, Quasi-Judicial Procedures (160D-406), Quorum, Voting, and Hearings were all covered in Shore's presentation to the Board. Chair Newton asked Shore about subpoenaing witnesses. Sam stated he has never seen a government use the subpoena right. Former staff would be an example of when someone might use this right. Shore also covered Competent evidence (160D-1402J (3)), Q-J Conflict of Interest (160D-109D), Public Bodies and Open Meetings (143-318) (143-318.10). Afterwards, Shore answered questions from the Board. The Board thanked Shore for his time and efforts today.

22 ADJOURNMENT

Moved by Wendy Fletcher-Hardee, seconded by Brad George

Motion to adjourn was made at 8:05pm.

	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
Budget Work Session Minutes for May 18, 2023

TO:	Board of County Commissioners
FROM:	April Radford
DATE:	June 19, 2023
SUBJECT:	Budget Work Session Minutes for May 18, 2023

SUMMARY:
Presented to the Board are the budget work session minutes for May 18, 2023.

ACTION REQUESTED:
Approval of the budget work session minutes for May 18, 2023

MINUTES
Board of County Commissioners Meeting
Thursday, May 18, 2023 4:00 PM
Pender County Public Assembly Room

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

MEMBERS ABSENT:

OTHERS PRESENT: David Andrews, County Manager
Trey Thurman, County Attorney
Patrick Buffkin, Staff Attorney
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

1 Open Discussion

2 Sheriff's Office
Alan Cutler

2.1 Sheriff

Alan Cutler, Pender County Sheriff, appeared before the Board and presented as to the Sheriff's Office Budget for the 23-24 fiscal year. Sheriff Cutler discussed the Sheriff's Office's budget request and the County Manager's proposed budget as relevant to the Sheriff's Office, and responded to questions from the members of the Board. Chief Deputy Maj. Collier appeared to assist Sheriff Cutler in responding to questions from the members of the Board. The Board held a general discussion on the Sheriff's Office budget. Chair Newton thanked Sheriff Cutler and Maj. Collier for their time and efforts involved in the budget process.

CARRIED.

2.2 Jail

Sheriff Cutler continued his presentation before the Board and presented as to the Sheriff's Office Jail Budget for the 23-24 fiscal year. Maj. Collier also assisted in the presentation. Sheriff Cutler discussed the Sheriff's budget request and the County Manager's proposed budget as relevant to the Sheriff's Office, and responded to questions from the members of the Board. The Board held a general discussion on the Sheriff's Office Jail budget. Chair Newton thanked Sheriff Cutler for his time and efforts involved in the budget process.

CARRIED.

2.3 Animal Control

Sheriff Cutler continued his presentation before the Board and presented as to the Sheriff's Office Animal Control Budget for the 23-24 fiscal year. Sheriff Cutler discussed the Sheriff's budget request and the County Manager's proposed budget as relevant to the Sheriff's Office, and responded to questions from the members of the Board. Maj, Collier and deputies from the Animal COntril unit assisted in responding to questions from the members of the Board. The Board held a general discussion on the Sheriff's Office Animal Control budget. Chair Newton thanked Sheriff Cutler for their time and efforts involved in the budget process.

3 Break

4 Utilities

Kenny Keel

4.1 Water and Sewer

Kenny Keel, Utilities Director, appeared before the Board and presented as to the Utilities' Budget for the 23-24 fiscal year. Keel discussed the Utilities' budget request and the County Manager's proposed budget as relevant to the Utilities department, and responded to questions from the members of the Board. The Board held a brief discussion on the Utilities' budget. Chair Newton thanked Keel for his time and efforts involved in the budget process.

4.2 Solid Waste

Kenny Keel, Utilities Director, appeared before the Board and presented as to the Utilities' Budget for the 23-24 fiscal year related to solid waste. Keel discussed the Utilities' budget request as related to solid waste and the County Manager's proposed budget as relevant to the solid waste, and responded to questions from the members of the Board. Susan

Barnhill, Solid Waste Coordinator, appeared before the Board to assist in answering questions from members of the Board. The Board held a discussion on the Utilities' budget related to solid waste, including concerns expressed by citizens related to the administration of the solid waste sticker program. Chair Newton thanked Keel for his time and efforts involved in the budget process.

5 Governing Board

David Andrews

5.1 County Manager

David Andrews, County Manager, appeared before the Board and presented as to the County Manager's Office (CMO) Budget. Andrews discussed the CMO budget request and the County Manager's proposed budget as relevant to the CMO Department, and responded to questions from the members of the Board. The Board held a general discussion on the County Manager's Office budget. Chair Newton thanked Andrews for his time and efforts involved in the budget process.

5.2 Attorney Services

David Andrews, County Manager, continued his presentation before the Board and presented as to the County Manager's Office (CMO) Budget related to Attorney Services. Andrews discussed the County Manager's Office budget request and the County Manager's proposed budget as relevant to the County Manager's Office Department Attorney Services, and responded to questions from the members of the Board. The Board held a general discussion on the County Manager's Office Attorney Services. Chair Newton thanked Andrews for his time and efforts involved in the budget process.

5.3 Outside Agencies

David Andrews, County Manager, continued his presentation before the Board and presented as to the County Manager's Office (CMO) Budget as related outside agencies. Andrews discussed the County Manager's Office budget request and the County Manager's proposed budget as relevant to the County Manager's Office Department outside agencies, and responded to questions from the members of the Board. The Board held a general discussion on the County Manager's Office budget related to outside agencies. Chair Newton thanked Andrews for his time and efforts involved in the budget process.

5.4 Courts

David Andrews, County Manager, appeared before the Board and presented as to the County Manager's Office (CMO) Budget as related

to courts. Andrews discussed the County Manager's Office budget request and the County Manager's proposed budget as relevant to the County Manager's Office Department courts, and responded to questions from the members of the Board. The Board held a general discussion on the County Manager's Office budget. Chair Newton thanked Andrews for his time and efforts involved in the budget process.

5.5 Revenue

David Andrews, County Manager, appeared before the Board and presented as to the County Manager's Office (CMO) Budget as related to revenue. Andrews discussed the County Manager's Office budget request and the County Manager's proposed budget as relevant to the County Manager's Office Department revenue functions, and responded to questions from the members of the Board. The Board held a general discussion on the County Manager's Office budget as related to revenue. Chair Newton thanked Andrews for his time and efforts involved in the budget process.

6 Pender County Schools
Dr. Brad Breedlove

Dr. Brad Breedlove, Superintendent of Pender County Schools, appeared before the Board and presented as to Pender County Schools' Budget. Dr. Breedlove discussed the Pender County Schools' budget request and the County Manager's proposed budget as relevant to Pender County Schools and responded to questions from the members of the Board. The Board held discussion on the Pender County School's budget and requested the manager consider adjustments to the budget that could meet the needs for the School System's maintenance and expansion of student population considering the state requirements for class sizes. Chair Newton thanked Dr. Breedlove for his time and efforts involved in the budget process.

7 Wrap Up Discussion

The Board held a general discussion of the budget items discussed at the meeting. Thereafter it was moved and seconded that the meeting be adjourned. That motion being unanimously adopted, the meeting was adjourned.

Pender County
Budget Work Session Minutes for May 23, 2023

TO:	Board of County Commissioners
FROM:	April Radford
DATE:	June 19, 2023
SUBJECT:	Budget Work Session Minutes for May 23, 2023

SUMMARY:
Presented to the Board are the budget work session minutes for May 23, 2023.

ACTION REQUESTED:
Approval of the budget work session minutes for May, 23, 2023.

MINUTES
Board of County Commissioners Meeting
Tuesday, May 23, 2023 4:00 PM
Pender County Public Assembly Room

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

MEMBERS ABSENT:

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

1 CALL TO ORDER SPECIAL MEETING

Chair Newton called to order at 4:00pm.

2 BUDGET WORK SESSION

2.1 Fleet Budget

Jeremy Drummond, Facilities Director, appeared before the Board and presented in a follow up as to the Fleet budget as requested by the Board at a previous budget work session. Drummond discussed the results of County Staff work to analyze the current and projected use of County-owned vehicles and theestablishment of a County motor pool. The Board held a general discussion on the Fleet budget. Chair Newton thanked Drummond for his time and efforts involved in the budget process.

3 FOLLOW UP FROM PREVIOUS BUDGET WORK SESSIONS

3.1 Department of Elections

Gregory Jackson, Board of Elections Director, appeared before the Board and presented in a follow up as to the Board of Elections' budget as requested by the Board in a previous budget work session. Jackson discussed the Board of Elections' budget request and staffing needs. The Board held a general discussion on the Board of Elections' budget. Chair Newton thanked Jackson for his time and efforts involved in the budget process.

3.2 Veteran's Services Office

Michelle Leach, Veteran's Services Director, appeared before the Board and presented in a follow up as to the Veteran's Services budget as requested from the Board in a previous budget work session. Leach discussed revisions to the Veteran's Services budget request and term plans to increase availability of service to the County's veterans. The Board held a general discussion on the Veteran's Services' budget. Chair Newton thanked Leach for her time and efforts involved in the budget process.

3.3 Holly Shelter Shooting Range

Dee Turner, Parks and Rec Supervisor, appeared before the Board and presented in a follow up as to the Holly Shelter Shooting Range budget as requested by the Board from a previous budget work session. Turner discussed the details of the Holly Shelter Shooting Range budget request and background related to the agreement with the State of North Carolina (Wildlife Resources Commission) for the operation of the shooting range by the County. The Board held a discussion on the shooting range budget emphasizing the need for the shooting range to operate, to the extent possible, without need to rely on County general fund monies. Chair Newton thanked Turner for her time and efforts involved in the budget process.

3.4 Countywide Radio Station

Tommy Batson and Sarah Taylor, Emergency Management Director and EM Specialist, respectively, appeared before the Board and presented in a follow up as to the EM Countywide Radios' budget as requested by the Board in a previous budget work session. Batson and Taylor discussed the Countywide Radio's budget request and plans to coordinate the updating of radios across the County departments. The Board held a general discussion on the Countywide Radio's budget. Chair Newton thanked Baston and Taylor for their time and efforts involved in the budget process.

3.5 Pender County School District Funding

County Manager Andrews and Finance Director Blue presented to the Board in a follow up as to the Pender County Schools budget, as requested by the Board at a previous budget work session. Andrews and Blue noted certain recommended revisions that would provide additional resources to meet the Schools' facility requirements. Mrs. Blue also explained that the balanced budget would include a line item for the additional revenue which would be dedicated to and in equal amount of a reserve fund for school bond debt service.

3.6 Summary of Proposed Recommended Budget Changes and Monetary Impacts

David Andrews, County Manager, appeared before the Board and presented as to the overall Budget, changes made in response to the Board's comments and direction at previous Board meetings, and the timing and process adopting the County FY 23-24 budget at a regular Board Meeting on June 5th, 2023.The Board held a general discussion on the overall budget. Chair Newton expressed that this year's budget development process was one of the smoothest she could recall and thanked Andrews for his time and efforts involved in the budget process.

4 MOTION TO GO INTO CLOSED SESSION AS PER NCGS 143-318.11(3) CONSULTATION WITH THE ATTORNEY

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to go into Closed Session as per NCGS 143-318 (3) Consultation with the Attorney at 5:45pm.

CARRIED.

5 MOTION TO RETURN TO OPEN SESSION

5.1 Return to Open Session

Moved by Brad George, seconded by Fred McCoy

Motion to return to Open Session.

CARRIED.

6 ADJOURNMENT

6.1 Adjourned at 6:57pm.

Moved by Brad George, seconded by Fred McCoy

Motion to adjourn.

CARRIED.

Pender County
Approval of FY 2023-2024 Budget Ordinance and Fee Schedule

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 19, 2023
SUBJECT:	Approval of FY 2023-2024 Budget Ordinance and Fee Schedule

SUMMARY:
The Pender County Manager presented the recommended budget for Fiscal Year 2023-2024 to the Board of Commissioners on Thursday, May 25, 2023. A copy of the recommended budget was filed in the office of the Clerk to the Board on that same day and is available for public inspection at the Pender County Administrative Building during normal business hours. The budget is also posted on the County's website, www.pendercountync.gov. A public hearing on the recommended budget was held on Monday, June 5, 2023, at 4 p.m. in the Commissioners' Meeting Room, Pender County Admin Building, 805 S. Walker Street, Burgaw, NC. Citizens were invited to attend and present written or oral comments. Adoption of the recommended budget is anticipated to occur on June 19th.

ACTION REQUESTED:
Approval of FY 2023-2024 Budget Ordinance and Fee Schedule

Pender County Recommended Budget

Fiscal Year 2023-2024

Board of County Commissioners Review

June 19, 2023

Goals & Priorities

- Employee Compensation and Benefits to Improve Retention and Recruitment
- Economic Development to Increase Commercial Property Tax Base
- Development and Implementation of Capital Investments Plan (CIP)
- Balance Operating Budget without a Tax Rate Increase; No increase in utility rates

PENDER COUNTY NC
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Recommended Budget

Fund	Budget
General Fund	$120,540,578
Special Revenue Funds	$46,948,134
Enterprise Funds	$35,411,486
Total Budget FY2023/24	**$202,900,198**



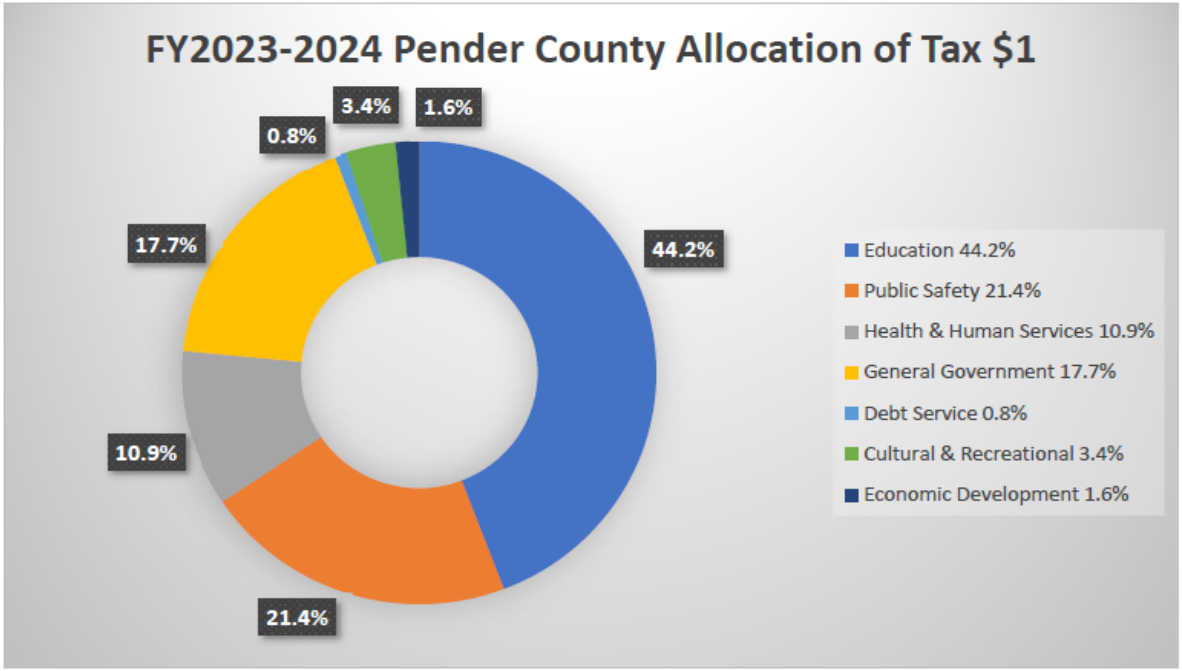
General Fund
Ad Valorem Tax Revenues

AD VALOREM TAX	
Collection Rate	96.66%
Value of $0.01	$948,156
$64.5 Tax Rate	$61,156,059
$9.25 Add Tax Rate	$8,770,443
Total $73.75 Tax Rate	**$69,926,502**

Davenport

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¢

General Fund Budget



Top 3 Functions	Amounts
Education	44,336,203
Public Safety	21,527,900
General Government	17,812,929
Total	83,677,032

Salary Adjustments

	5% COLA	1-2% Merit	New/Reclass	Total Cost
General Fund	$1,002,102	$111,155	$1,237,491	$2,350,748
Enterprise Funds	$81,137	$12,697	$236,138	$327,972
Totals	**$1,083,239**	**$123,852**	**$1,437,629**	**$2,678,720**

Personnel

Department	FY 2022/23 FTE Positions	FY 2023/24 Recommended FTE Positions	Change
Board of Elections	2	2	.5
Cooperative Extension	5.5	5.5	0
County Manager's Office	6	7	1
Emergency Management	4	5	2
Facilities & Fleet Services	19.5	19.5	0
Finance	10	10	0
Grounds	6	6	0
Health & Human Services	183	193	11
Housing	4	3	-1
Human Resources	4.5	5	.5

Department	FY 2022/23 FTE Positions	FY 2023/24 Recommended FTE Positions	Change
Information Technology	11	11	0
Libraries	10.5	10.5	0
Parks & Recreation	3	4	1
Planning & Community Devel.	30	30	0
Register of Deeds	7	7	0
Sheriff's Office	151	156	5
Tax Office	20	21	1
Tourism	3	3	0
Utilities	40.5	44.5	4
Veteran's Services	3	3	0
Total FTE Positions	523.5	548.5	25

Enterprise Funds Budget Fiscal Year 2023-24

	Combined Water	Combined Sewer	Solid Waste	Total
Operating	*$11,817,910	$790,000	$7,268,934	$19,876,844
System Dev	$964,384	$1,674,814	$0	$2,639,198
Total Revenue	*$12,782,294	$2,464,814	$7,268,934	$22,516,042
Operating	*$8,690,021	$1,090,136	$7,231,710	$17,011,867
Debt Service	$4,092,273	$1,374,678	$37,224	$5,504,175
Total Expenses	*$12,782,294	$2,464,814	$7,268,934	$22,516,042

*Note: this is less the $11,650,000 loan proceeds and expenses for a project budgeted in Fund 72 Water – showing operating only

PENDER COUNTY NC
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PENDER COUNTY
Parks & Recreation

PENDER COUNTY
SHERIFF'S OFFICE

Thank You for Your Service!

PENDER
COUNTY SCHOOLS

COUNTY OF PENDER
Pender
North Carolina

FISCAL YEAR 2023-2024

PENDER COUNTY BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Pender County, North Carolina as follows:

Section 1A. The following amounts are hereby appropriated in the **General Fund (Fund #10)** for the operation of the County Government and its activities for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the Chart of Accounts heretofore established for Pender County:

Pender County Schools	25,041,518
Pender County Schools Capital Outlay	2,917,084
Cape Fear Community College	671,277
Board of Commissioners	357,598
County Manager	1,074,347
Human Resources	564,248
County Attorney	70,000
Finance	982,172
Information Technology	2,313,623
Board of Elections	406,350
Register of Deeds	2,138,417
Tax Administration	1,910,742
Planning & Community Development	883,320
Permitting & Inspections	1,541,644
Hazard Mitigation	121,957
Parks & Recreation	735,943
JCPC Programs	153,959
Shooting Range	145,000
Library	1,050,658
Facilities Maintenance	2,438,414
Fleet Maintenance	341,378
Grounds Maintenance	1,041,470
Custodial Maintenance	525,553
Emergency Management	822,396
Sheriff/Jail/Animal Control/SRO	15,099,278
Tourism	228,332
Veterans Service Office	203,688
Transfer to Health Department	3,718,949
Transfer to Public Assistance	5,522,469

Clerk of Superior Court	15,100
Division of Forest Resources	311,993
NC Cooperative Extension Services	205,116
Outside Agencies-Economic Development	762,084
Outside Agencies – Health & Human Services	1,085,500
Outside Agencies – Cultural & Recreational	5,000
Option 4 Sales Tax	839,000
Medical Examiner	85,000
Debt Service	754,362
Non-Departmental	1,738,607
EDTAP Transportation	200,000
Transfer to Countywide Fire	4,438,525
Transfer to Revaluation	235,500
Transfer to Rescue Squad Fund	855,708
Transfer to Housing	105,444
Transfer to Public School Capital Fund	15,706,324
TOTAL GENERAL FUND	**100,365,047**

Section 1B. It is estimated that the following revenues will be available in the **General Fund (Fund #10)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024.

Property Taxes – Current Year	62,462,602
Property Taxes – Penalties & Interest, etc.	407,600
Property Taxes – Motor Vehicles	7,463,900
Interest Earned	2,560,673
Loan Receipts	200,000
Sale of Surplus Property	125,000
Insurance/Property Loss	100,000
Sales Tax	18,078,919
Sales, Services, and Other Revenues	6,512,222
Intergovernmental Revenues	2,454,131
Total Revenues	**100,365,047**

Section 1C. There is hereby levied a tax at the rate of seventy-three-point-seven-five ($.7375) per one hundred dollars ($100) valuation of property listed as of January 1, 2023, for the purpose of raising revenue included in "Property Taxes" in the General Fund in Section 1B of this ordinance.

Section 1D. The following amounts are hereby appropriated in the **Public Health Department (Fund #11)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the Chart of Accounts heretofore established for this County:

Health Program & Administration	7,619,106
Total Expenditures	**7,619,106**

Section 1E. It is estimated that the following revenues will be available to the **Public Health Department (Fund #11)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Fees & Services	1,363,150
State & Federal Funds	2,537,007
Transfer from General Fund	3,718,949
Total Revenues	**7,619,106**

Section 1F. The following amounts are hereby appropriated in the **Department of Social Services (Fund #12)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the Chart of Accounts heretofore established for this County:

Social Services Program & Administration	11,595,647
Trust Fund Disbursements	250,000
Total Expenditures	**11,845,647**

Section 1G. It is estimated that the following revenues will be available to the **Department of Social Services (Fund #12)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Federal & State Funding	6,068,178
Donations	5,000
Trust Fund Receipts	250,000
Transfer from General Fund	5,522,469
Total Revenues	**11,845,647**

Section 2A. The following amounts are hereby appropriated in the **Public-School Capital Special Revenue Fund (Fund #28)** for the expenditures associated with the debt service and other school capital projects funded by the County for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the Chart of Accounts heretofore established for this County:

Debt Service Expenditures – 2012	3,147,775
Debt Service Expenditures -- 2016	6,622,713
Reserves	13,714,019
Total Expenditures	**23,484,507**

Section 2B. It is estimated that the following revenues will be available to the **Public-School Capital Fund (Fund #28)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Transfer from General Fund	15,706,324
Sales Tax	7,143,183
Lottery Funds	635,000
Total Revenues	**23,484,507**

Section 3A. The following amounts are hereby appropriated in **the E911 Fund (Fund #25)** for the emergency telephone system during the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the Chart of Accounts heretofore established for this County:

E911 Operating	126,437
Total Expenditures	**126,437**

Section 3B. It is estimated that the following revenues will be available to the **E911 Fund (Fund #25)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

911 Fees	126,437
Total Revenues	**126,437**

Section 4A. The following amounts are hereby appropriated in the **Fire District Fund (Fund #26)** for the operation of fire departments for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the Chart of Accounts heretofore established for this County:

Fire Districts	11,624,735
Total Expenditures	**11,624,735**

Section 4B. It is estimated that the following revenues will be available to the **Fire District Fund (Fund #26)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Fire District Taxes	6,502,501
Contributions from General Fund to Long Creek Grady, Sloop Point, Hampstead, & Scotts Hill	4,266,525
Contribution from General Fund to Maple Hill	291,371
Contribution from General Fund to Penderlea	305,337
Contribution from General Fund to Shiloh	129,500
Contribution from General Fund to Atkinson	129,500
Total Revenues	**11,624,735**

Section 4B1. There is hereby levied a tax at the rate of **$0.070** per $100.00 valuation of property listed for taxes as of January 1, 2023, located within the **Maple Hill Fire Tax District** to operate the **Maple Hill Volunteer Fire Department**.

Section 4B2. There is hereby levied a tax at the rate of $0.100 per $100.00 valuation of property listed for taxes as of January 1, 2023, located within the Rocky Point Fire Tax District to operate the Rocky Point Volunteer Fire Department.

Section 4B3. There is hereby levied a tax at the rate of $0.070 per $100.00 valuation of property listed for taxes as of January 1, 2023, located within the Atkinson Fire Tax District to operate the Atkinson Volunteer Fire Department.

Section 4B4. There is hereby levied a tax at the rate of $0.100 per $100.00 valuation of property listed for taxes as of January 1, 2023, located within the Northeast Pender Fire Tax District to operate the Town of Surf City Fire Department.

Section 4B5. There is hereby levied a tax at the rate of $0.100 per $100.00 valuation of property listed for taxes as of January 1, 2023, located within the Penderlea Fire Tax District to operate the Penderlea Volunteer Fire Department.

Section 4B6. There is hereby levied a tax at the rate of $0.100 per $100.00 valuation of property listed for taxes as of January 1, 2023, located within the Shiloh Fire Tax District to operate the Shiloh Volunteer Fire Department.

Section 4B7. There is hereby levied a tax at the rate of $.047 per $100.00 valuation of property listed for taxes as of January 1, 2023, located within the Penderlea-Duplin Fire Tax District to the Wallace Fire Department.

Section 4B8. There is hereby levied a tax at the rate of $.095 per $100 valuation of property listed for taxes as of January 1, 2023, located within the Sloop Point Fire Tax District to operate the Sloop Point Fire Department.

Section 4B9. There is hereby levied a tax at the rate of $.110 per $100 valuation of property listed for taxes as of January 1, 2023, located within the Long Creek Grady Fire Tax District to operate the Long Creek Fire Department.

Section 4B10. There is hereby levied a tax at the rate of $.095 per $100 valuation of property listed for taxes as of January 1, 2023, located within the Hampstead Fire Tax District to operate the Hampstead Fire Department.

Section 4B11. There is hereby levied a tax at the rate of $.095 per $100 valuation of property listed for taxes as of January 1, 2023, located within the Scotts Hill Fire Tax District to operate the Scotts Hill Fire Department.

Section 4B12. There is hereby levied a tax at the rate of $.110 per $100 valuation of property

listed for taxes as of January 1, 2023, located within the **Pender Central Fire Tax District** to operate the **Burgaw Fire Department.**

Section 5A. The following amounts are hereby appropriated in the **Emergency Medical Service Fund (Fund #27)** for the operation of rescue services for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the Chart of Accounts heretofore established for this County:

Operating-EMS	8,938,455
Total Expenditures	**8,938,455**

Section 5B. It is estimated that the following revenues will be available to the **Emergency Medical Service Fund (Fund #27)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

EMS Tax	8,766,455
Contribution from the general fund to EMS	172,000
Total Revenues	**8,938,455**

Section 5B1. There is hereby levied a tax at the rate of **$0.0925** per $100.00 valuation of property listed for taxes as of January 1, 2023, located within the **County** to fund **Emergency Medical Services** throughout the County.

Section 6A. The following amounts are hereby appropriated in the **Revaluation Fund (Fund #29)** for the revaluation of property in Pender County for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for this County:

Reserves	235,500
Total Expenditures	**235,500**

Section 6B. It is estimated that the following revenues will be available to the **Revaluation Fund (Fund #29)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Transfer from General Fund	235,500
Total Revenues	**235,500**

Section 7A. The following amounts are hereby appropriated in the **Housing Enterprise Fund (Fund #74)** for the operation of the Pender County Housing Section 8 Program for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for this County:

Section 8 Expenditures	1,245,444
Total Expenditures	**1,245,444**

Section 7B. It is estimated that the following revenues will be available to the **Housing Enterprise Fund (Fund #74)** for the operation of the Pender County Housing Section 8 Program for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Section 8 Revenues	1,140,000
Contribution from General Fund to Housing	105,444
Total Revenues	**1,245,444**

Section 8A. The following amounts are hereby appropriated in the **Automation Enhancement & Preservation Fund (Fund #49)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the Chart of Accounts heretofore established for this County.

Supplies & Materials	5,000
Contracted Services	50,000
Total Expenditures	**55,000**

Section 8B. It is estimated that the following revenues will be available to the **Automation Enhancement & Preservation Fund (Fund #49)** for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

Fees Collected	55,000
Total Revenues	**55,000**

Section 9A. The following amounts are hereby appropriated in the **Solid Waste Management Fund (Fund #75)** for the operation of the collection and disposal of solid waste for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for this County:

Solid Waste Collection and Disposal	7,268,934
Total Expenditures	**7,268,934**

Section 9B. It is estimated that the following revenues will be available to the **Solid Waste Management Fund (Fund #75)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Solid Waste User Fees	4,639,934
Landfill Fees	1,950,000
Recycling and Other Revenues	679,000
Total Revenues	**7,268,934**

Section 10A. The following amounts are hereby appropriated in the **Pender County Sewer Fund (Fund #71)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the Chart of Accounts heretofore established for this County:

Sewer Operating	1,090,136
Debt Service	1,374,678
Total Expenditures	**2,464,814**

Section 10B. It is estimated that the following revenues will be available to the **Pender County Sewer Fund (Fund #71)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Sewer Fees	790,000
Transfer from System Development Fees	1,674,814
Total Revenues	**2,464,814**

Section 11A. The following amounts are hereby appropriated in the **Pender County Water Fund (Fund #72)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the Chart of Accounts heretofore established for this County:

Debt Service	4,092,273
Operating Costs	17,690,021
Total Expenditures	**21,782,294**

Section 11B. It is estimated that the following revenues will be available to the **Pender County Water Fund (Fund #72)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Water Fees	8,300,000
Connection Fees	700,000
Late fees, reconnection fees and other charges	167,910
Loan Proceeds	11,650,000
Transfer from fund 59	964,384
Total Revenues	**21,782,294**

Section 12A. The following amounts are hereby appropriated in the **System Development Fees Fund (Fund #59)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the Chart of Accounts heretofore established for this County:

Transfer to Sewer Fund (Fund #71)	1,674,814
Transfer to Water Fund (Fund #72)	964,384

Reserves	10,802
Total Expenditures	**2,650,000**

Section 12B. It is estimated that the following revenues will be available to the **System Development Fees Fund (Fund #59)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Water Development Fees	2,650,000
Total Revenues	**2,650,000**

Section 13A. The following amounts are hereby appropriated in the **Fuel Depot Fund (Fund #53)** for the fiscal year beginning July 1, 2023 and ending June 30, 2024, in accordance with the Chart of Accounts heretofore established for this County:

Fuel Depot Operations	710,778
Total Expenditures	**710,778**

Section 13B. It is estimated that the following revenues will be available to the **Fuel Depot Fund (Fund #53)** for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Sales to Departments	400,000
Overhead Fee	75,000
Sales to Outside Agencies	235,778
Total Revenues	**710,778**

Section 14A. The following amounts are hereby appropriated in the **Tourism Development Authority Fund (Fund #44)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the Chart of Accounts heretofore established for this County:

Promotions	45,000
Total Expenditures	**45,000**

Section 14B. It is estimated that the following revenues will be available to the **Tourism Development Authority (Fund #44)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Occupancy Tax	45,000
Total Revenues	**45,000**

Section 15A. It is estimated that the following distributions will be made from the Municipal Tax Collection fund (Fund #51) for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Municipality Tax Distributions	2,239,500
Total Distributions	**2,239,500**

Section 15B. It is estimated that the following Collections will be made into the Municipal Tax Collection fund (Fund #51) for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Ad-Valorem Collections	2,239,500
Total Collections	**2,239,500**

Section 16A. It is estimated that the following disbursements will be made from the **Jail's Inmate Trust Account (Fund #45)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Inmate Disbursements	200,000
Total Disbursements	**200,000**

Section 16B. It is estimated that the following Deposits will be made into the **Jail's Inmate Trust Account (Fund #45)** for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Inmate Deposits	200,000
Total Deposits	**200,000**

Section 17. The FY 2023-2024 budget recommendation includes a 5% COLA for $1,083,239, including wages, taxes, and benefits. In addition, to reward productivity and service excellence, $125,000 has been set aside for a merit pool increase. The 2022 consumer price index rose 8.5%; and in 2023, the consumer price index has risen 5.5% to date.

Additionally, included are 25 new positions and 38 reclassifications being proposed for a total of $1,566,738, including taxes and benefits.

The North Carolina Department of State Treasurer Retirement Systems Division has notified the county that employer contribution rates have increased from 12.10% to 12.89% for general employees and from 13.10% to 14.04% for Law Enforcement in FY 2023-2024.

Section 18. The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

a. They may transfer amounts between line-item expenditures within a department without a limitation and report requirement.
b. They may transfer amounts up to $10,000 between departments, including contingency appropriations, within the same fund. They must make an official report on such transfers at the next regular meeting of the Board of Commissioners.
c. They may not transfer any amounts between funds, except as approved by the Board of

Commissioners in the Budget Ordinance as amended.

Section 19. The following are in effect for expenditure control:
Emergency approval of purchase orders exceeding $30,000 may be conveyed by the County Manager in consultation with the Chair of the Board of County Commissioners and subsequent notification of the Board.

Section 20. The Finance Director is authorized to transfer amounts up to $7,500 between line-item expenditures within a department without limitation, without Budget Officer approval, and without a report being required. These changes should not result in increases in recurring obligations such as salaries.

Section 21: The County Manager is authorized to exempt the County from the requirements of G.S. 143-64.32 (commonly referred to as the Mini-Brooks Act). This exemption provides the county with the ability to select an architect, engineer, surveyor, or alternative construction delivery method firm by whatever method it chooses (or no method at all). This exemption is capped at $50,000, meaning the estimated cost of the contract cannot exceed this amount. Contracts with an estimated cost of $50,000 must be procured via Qualification Based Selection (QBS). This exemption does not preclude or waive any other county, state, or federal procurement requirement.

Section 22: The County Manager is authorized to negotiate and conduct private sales of personal property valued at less than $30,000, without board approval, upon the condition that the property is sold at fair market value. The County manager must keep a record of all property sold and the sale price. This provision does not apply to real property.

Section 23: Formal Board approval is required for all "non-routine expenditures exceeding $30,000. Routine expenditures have historically included utilities, legally required advertising, postage, fuel, and water or sewer purchase contracts. This list has been expanded to include fee distributions, detention assignments, and direct benefit payments (foster care, child support, and retiree benefit payments), as well as County support for outside agencies as specified herein.

Section 24: Purchases of goods and services over $1,000 require a purchase order to encumber funds necessary to cover the purchase.

Section 25: Copies of this Budget Ordinance shall be furnished to the Clerk to the Board of Commissioners and to the Budget Officer and Finance Director to be kept on file by them for their direction in the disbursement of funds. The approved Budget Ordinance will also be made available on Pender County's Official website.

Section 26: There is hereby established various fees and charges, as outlined in the attached – Fiscal Year 2023-2024 Pender County Fee Schedule, effective July 1, 2023.

MOVED_____ SECONDED_____

APPROVED_____ DENIED _____ UNANIMOUS _____

YEA VOTES: Newton_____ Fletcher-Hardee _____ McCoy_____ Groves_____ George _____

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

_____ _____
ATTEST Date

Pender County
Approval of FY 2023-2024 Capital Improvement Projects Plan

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 19, 2023
SUBJECT:	Approval of FY 2023-2024 Capital Improvement Projects Plan

SUMMARY:
Approval of FY 2023-2024 Capital Improvement Projects Plan as presented.

ACTION REQUESTED:
Approval of FY 2023-2024 Capital Improvement Projects Plan

Pender County Capital Improvement Projects Plan

COUNTY-WIDE	Total Cost	CURRENT 2023	2,024	2,025	2,026	2,027	2,028	Future years	Known/Anticipated Annual Impacts	
Total Parks & Recreation	**27,897,322**	**4,221,815**	**629,507**	**1,101,000**	**5,750,000**	**5,750,000**	**195,000**	**13,315,000**	**776,500**	
Emergency Logistic Center	10,000,000				10,000,000					Insurance & utilities
Emergency Owned Operations Center	5,000,000				5,000,000					Insurance & utilities
Pender County Mobile Command Truck	2,000,000		2,000,000							Insurance
Total EM	**17,000,000**	-	**2,000,000**	-	**15,000,000**	-	-	-		
Physical Security	1,864,296	114,296	880,000	110,000	350,000	110,000	300,000		50,000	Annual Supt & maint will increase each year
Fiber	750,000	150,000	150,000	150,000	150,000	150,000			50,000	Annual Supt & maint will increase each year
Infrastructure Refresh	1,000,000					1,000,000				Annual maintenance same as current
Total IT	**3,614,296**	**264,296**	**1,030,000**	**260,000**	**500,000**	**1,260,000**	**300,000**	-	**100,000**	
Utilties Warehouse/Fleet Garage	**5,000,000**		**4,000,000**	**1,000,000**					**30,000**	
DHHS building	28,400,000		28,400,000							Increase in Utilities, insurance, etc.
Less: Reserved Funds	(3,000,000)		(3,000,000)							Grounds & Custodial Maintenance
60% of DSS Portion (60%) Depr Exp	(10,800,000)		(270,000)	(270,000)	(270,000)	(270,000)	(270,000)	(9,450,000)	(60,000)	Decrease in building repairs
60% of DSS Portion (60%) Int Exp	(5,670,000)		(540,000)	(513,000)	(486,000)	(459,000)	(432,000)	(3,240,000)	(29,550)	Decrease in Child Support Lease
DHHS building - Net	**8,930,000**	-	**24,590,000**	**(783,000)**	**(756,000)**	**(729,000)**	**(702,000)**	**(12,690,000)**	**(89,550)**	
LEC/Detention	44,000,000		44,000,000							
Potential E911 funding?										Insurance & Utilities
LEC/Detention - Net	**44,000,000**	-	**44,000,000**	-	-	-	-	-	**1,672,195**	est Jail S&B increase projected at 88% increase
Library - cost	8,147,300		264,052	396,076	7,487,172					
Library - Bequest Capital Reserve	(159,643)		(159,643)						6,200	utility
Library - Easement	(26,840)		(26,840)						5,000	maintenance
Library - donations	(500,000)		(313,517)	(186,483)					17,497	property insurance
Sale of library	(1,200,000)					(1,200,000)				Grounds & Custodial Maintenance
Library - Net	**6,260,817**	-	**(235,948)**	**209,593**	**7,487,172**	**(1,200,000)**	-	-	**28,697**	
Animal Shelter	**8,000,000**		**8,000,000**					-		
Total County	**120,702,435**	**4,486,111**	**84,013,559**	**1,787,593**	**27,981,172**	**5,081,000**	**(207,000)**	**625,000**	**2,517,842**	
School Bonds	**178,000,000**		**111,000,000**	**40,200,000**	**26,800,000**					**TEACHERS, UTILTIES, FACILITIES, MAINT, ETC.**
Total	**298,702,435**	**4,486,111**	**195,013,559**	**41,987,593**	**54,781,172**	**5,081,000**	**(207,000)**	**625,000**	**2,517,842**	
TOTAL WITHOUT OTHER FUNDING	**327,722,152**									

Pender County Capital Improvement Projects Plan - Parks & Recreation

Parks & Recreation	Total Cost	CURRENT 2023	2024	2025	2026	2027	2028	Future years	Known/Anticipated Annual Impacts	Noted if provided
									12,000	Vehicle Repairs/ Maint
									15,000	Gas & Fuel
Kiwanis Hampstead Park - Cost	4,193,500								133,000	Salaries & OTHERS related
Kiwanis Hampstead Park -Grant	(500,000)								92,000	Supplies & Materials
Kiwanis Hampstead Park - Donation	(12,270)								30,000	Contract Services
Kiwanis Hampstead Park - CIP Fund	(70,964)								80,000	New Equipment
Kiwanis Hampstead Park-Net	3,610,266	1,462,266	175,000	108,000	150,000	1,500,000	65,000	150,000	362,000	
Millers Pond	800,000							800,000		
Pender Memorial Park	295,000		65,000	50,000			130,000	50,000		
									7,500	Salaries
Penderlea Community Park -Cost	393,000								3,500	Supplies & Materials
Penderlea - Previous Funding	(100,000)								2,500	Utilities & Fuel
Penderlea Community Park - Net	293,000	100,000		193,000				-	13,500	
Pender Courthouse Square	120,000		120,000					-		
Holly Shelter Shooting Range	320,000		70,000	250,000				-		
Central Pender/ Morton Park - Cost	7,855,000									
Land already Purchased	(330,000)									
Central Pender - Grant	(500,000)									
Central Pender - Net	7,025,000	2,375,000				3,150,000		1,500,000	362,000	Equals HKP above
									15,000	Salaries, Benefits, etc.
Long Creek Community Park	500,000								7,000	Supplies & Materials
Demolition Site Work	(50,000)								2,500	Utilities & Fuel
Long Creek Community Park	450,000			350,000		100,000		-	24,500	
										Grounds & Custodial Maintenance
*Land	1,200,000								7,500	Salaries, Benefits, etc.
Abbey Nature - Cost	484,056								4,500	Supplies & Materials
Donated Land	(1,200,000)	284,549	199,507						2,500	Utilities & Fuel
Abbey Nature - Net -2024	484,056	284,549	199,507	-	-	-	-	-	14,500	
Future District Park (Scotts Hill)	7,000,000					1,000,000		6,000,000		
Hampstead Annex	150,000			150,000				-		
Future Community Park (Malpass Corner)	2,535,000							2,535,000		
Land	3,000,000									
Parking	500,000									
Future Water Access Park	3,500,000		3,000,000	500,000				-		
Total Cost	4,435,000	1,600,000			2,835,000					
Land Purchased	(1,600,000)	(1,600,000)								
Donation for Park from Sale	(300,000)				(300,000)					
Future Community Park Island Creek (DBL Property)	2,535,000	-	-	-	2,535,000	-	-	-		
Future Neighborhood Park (Maple Hill)	2,280,000							2,280,000		
Total Parks & Recreation	**27,897,322**	**4,221,815**	**629,507**	**1,101,000**	**2,685,000**	**5,750,000**	**195,000**	**13,315,000**	**776,500**	

PENDER COUNTY UTILITIES - CAPITAL IMPROVEMENTS PLAN - Water and Wastewater Assets

Fund	Org. Code	Priority Ranking *	Description	Current FY 2023	Projected FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	10 YEAR TOTAL
72	072		**WATER DISTRIBUTION**												
		1	SHWSD Elevated Tank & Wells	13,187,000											13,187,000
		6	Contractor Meter change-outs to drive-by (2500 meters/year)	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000							5,000,000
		7	PCU Warehouse & Shelter Facility Design	500,000	4,200,000										4,700,000
		3	Pender Commerce Park Water & Sewer extensions	385,600											385,600
		9 & 23	Misc. small system expansions/loops (FY23 Batson Rd.)	350,000					500,000				700,000		1,550,000
		4	CFPUA Interconnection @ US421	70,000	518,100										588,100
		8	Booster Pump Station building repairs	60,000											60,000
		22	6 MGD Raw Water Capacity - Purchase from Brunswick County						5,000,000						5,000,000
			Western Pender Distribution Expansion								15,000,000				15,000,000
			New 0.7 MG Elevated Tank near existing Rocky Point tank									2,700,000			
			Water Transmission Improvements (17 to Hampstead Tank)										4,100,000		
			Water Transmission Improvements (421/Montague/210/Little Kelly)											9,100,000	
72	069		**WATER TREATMENT PLANT**												
		2	RO Water Treatment Plant & Associated Improvements	78,750,000											78,750,000
		10	WTP NG Emergency Generator	1,500,000											1,500,000
			Surface Water Treatment Plant Upgrade to 6 mgd											1,800,000	
			TOTAL - WATER	95,802,600	5,718,100	1,000,000	1,000,000	1,000,000	5,500,000	-	15,000,000	2,700,000	4,800,000	10,900,000	**125,720,700**
71	068		**WASTEWATER PLANT_PCP**												
		11	WWTP Flood Control Berm	600,000											600,000
		18	Outfall walkway improvements		250,000										250,000
		17	Handicap ramp to office		15,000										15,000
		21	New building - storage & workshop				1,500,000								1,500,000
			Pender Commerce Park WWTP Expansion							20,000,000					20,000,000
71	073		**WASTEWATER COLLECTION**												
		5	US421 Sewer pump station FM & WM	11,267,866											11,267,866
		12	Odor & Corrosion control at Regional PS	80,000											80,000
		13	Pump Station ARV & switchgear rehabilitation	75,000											75,000
71	073		**WASTEWATER COLLECTION MAPLE HILL**												
		14	Maple Hill WWTP Engineering Evaluation	35,000											35,000
		15	Remodel BASF guard shack for Maple Hill WWTP office/restroom	20,000											20,000
		19	Maple Hill WWTP Upgrade		100,000	250,000									350,000
		16	Actuator valves replacement		15,000										15,000
		20	Maple Hill WWTP office facility				150,000								
			TOTAL - WASTEWATER	12,077,866	380,000	250,000	1,650,000	-	-	20,000,000	-	-	-	-	**34,207,866**
			Total Fiscal Year Expenditure	107,880,466	6,098,100	1,250,000	2,650,000	1,000,000	5,500,000	20,000,000	15,000,000	2,700,000	4,800,000	10,900,000	**159,928,566**

*Priority rankings are given to projects within the 5-year horizon only

Pender County
Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Parcel 3247-78-2302-0000 off of Stag Park Road near Burgaw

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 19, 2023
SUBJECT:	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Parcel 3247-78-2302-0000 off of Stag Park Road near Burgaw

SUMMARY:
Please consider attached documentation of bid for surplus property - Parcel Parcel 3247-78-2302-0000 off of Stag Park Road near Burgaw.

It is recommended that the $5,000 bid from John Andrews be accepted by the County and the upset bid process to begin as of June 19, 2023. The attached letter indicates the details of the bid and upset bid process for this property. The current tax value for this property is listed at $5,000. This is a 0.5 acre wooded residential lot acquired through tax foreclosure in 2018.

ACTION REQUESTED:
Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Parcel 3247-78-2302-0000 off of Stag Park Road near Burgaw

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425

Asset Manager
Andy Devane
(910)259-1467
adevane@pendercountync.gov

Letter of recommendation for sale of real property

5/31 /2023

Dear Commissioners,

For your consideration is an upset bid process for parcel number 3247-78-2302-0000 located off Stag Park Rd. near Burgaw that we acquired on 08/21/2018 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.50 acres. The estimated tax value of the parcel is $5,000.00 in GIS. Mr. John Andrews has placed a bid offer of $5,000.00.

Published notice of the summary of this resolution will be by electronic advertisement on the County's website located under Bid & RFP's. The electronic published notice is pursuant to G.S. Chapter 160A-269.

Sincerely,

Andy Devane

Asset Manager

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425

Asset Manager
Andy Devane
(910)259-1467
adevane@pendercountync.gov

Resolution

Resolution declaring the sale of a surplus asset to be Sold through the upset bid process.

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (parcel number 3247-78-2302-0000) as a surplus asset that will be sold as is thru the upset bid process after board approval.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's."

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property through the seal bid process. The summary of this resolution is pursuant to G.S. Chapter 160A-269.

Adopted at a _____ meeting on

_____ 2023

_____

Jacqueline A. Newton, Chair

Pender County Board of Commissioners

ATTEST:

_____

David Andrews, Clerk to the Board

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane
(910)259-1467
adevane@pendercountync.gov



Pender County
Approval of a Budget Amendment to close Country Court Fund and transfer remaining balances to Housing Authority

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 19, 2023
SUBJECT:	Approval of a Budget Amendment to close Country Court Fund and transfer remaining balances to Housing Authority

SUMMARY:
In the past year, Pender County has sold the Country Court Apartments and no longer operates this complex under the USDA program. There are some remaining items related to the operations of Country Court that must be closed out and transferred to the Housing Authority and the General Fund. Please consider the attached Budget Amendment to close Country Court Fund and transfer remaining balances to Housing Authority along with proceeds from sale of Country Court to the General Fund. These several budget amendment forms will aggregate to adjust and wrap up the remaining items associated with the operations of Country Court.

ACTION REQUESTED:
Approval of a Budget Amendment to close Country Court Fund and transfer remaining balances to Housing Authority

Monday, June 5, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 74 - COUNTRY COURT

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	74-320008	Sale of Surplus Prop	515574.78
2	74-329000	Interest Earned	50.65
3	74-331000	Rents	-38919
4	74-333201	Utility Reimb Revenue	-3874
5	74-397010	Transfer from Fund 10	-42891.42
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	74-400200	Salaries	-3304.12
2	74-400211	401K Non LEO	-84.35
3	74-400500	FICA	-239.33
4	74-400600	Group Insurance	-598.28
5	74-400700	Retirement	-388.01
6			
7	74-401200	Postage	-68.16
8	74-401300	Utilties	45.49
9	74-401302	Utility Reimb Payments	-4623
10	74-409020	Transfer to General Fund	439200.77

Total Revenues 429941.01 **Total Expenditures** 429941.01

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller **Email** mblue@pendercountync.gov

Monday, June 5, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 74 - COUNTRY COURT

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	74-397010	Transfer from Fund 10	-47108.58
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1			
2	74-401500	Maint/Repairs-Building	-2890.61
3	74-402600	Advertising	-60
4	74-403300	Supplies	-1147
5	74-404500	Contracted Services	-8752.88
6	74-404502	Admin/Legal Fees	-74
7	74-405760	Reserves	-23.31
8	74-408100	Bond Principal	-29408.78
9	74-408600	Management Fee	-4752
10			

Total Revenues -47108.58

Total Expenditures -47108.58

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email mblue@pendercountync.gov

Pender County
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 4302-02-4780-0000 off of Williams Road

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 19, 2023
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 4302-02-4780-0000 off of Williams Road

SUMMARY:
Please consider attached documentation of bid for surplus property - Parcel 4302-02-4780-0000 off of Williams Road. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

The $7,775 bid for this parcel from Rungasami Padayachee 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 $5,400. The County acquired through tax foreclosure in 1970. This is a 1.8 acre wooded 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 4302-02-4780-0000 off of Williams Road

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

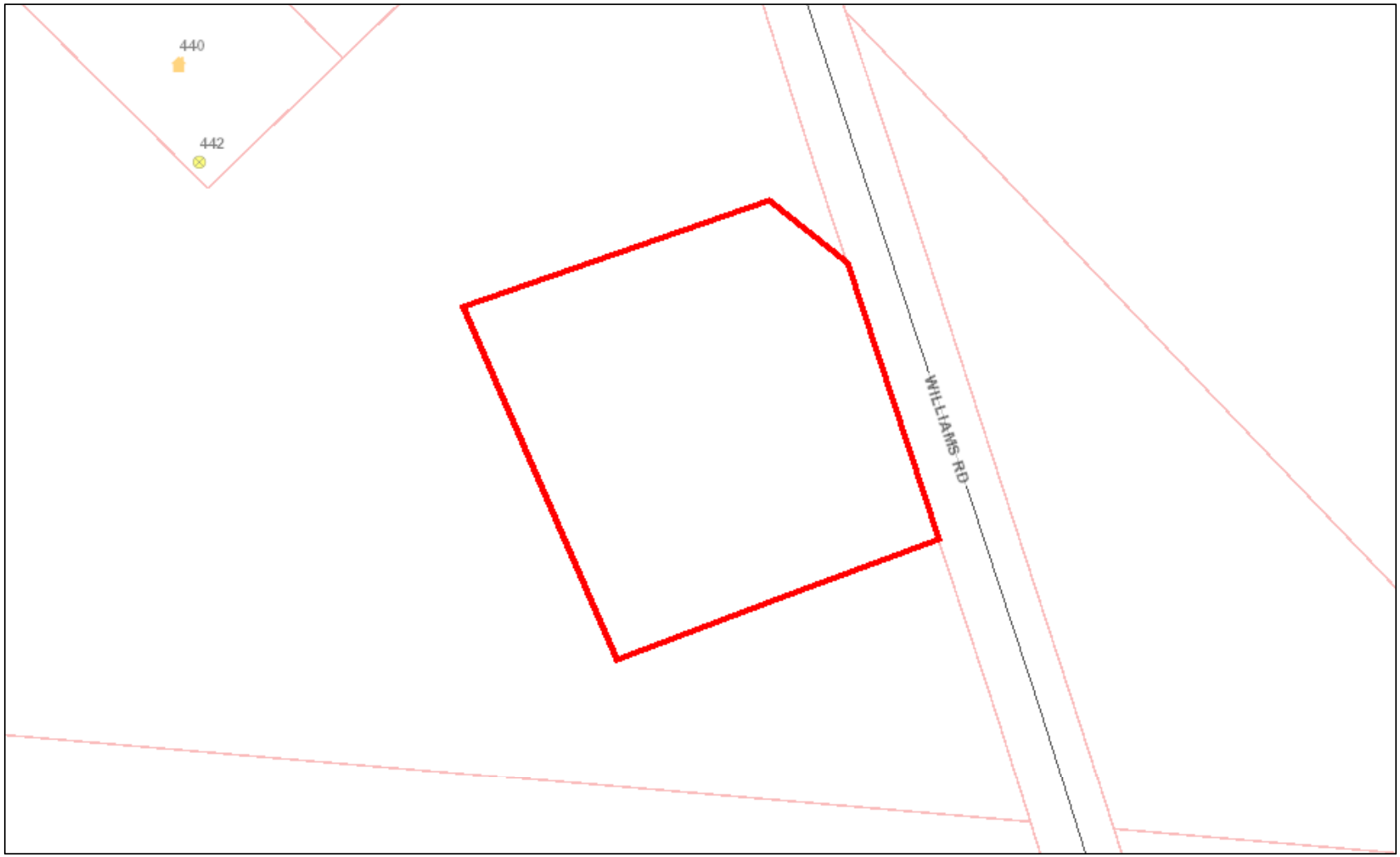
6/5/2023

Dear Commissioners,

For your consideration are the results of the auction for parcel number 4302-02-4780-0000 located off Williams Rd. in Holly Township. Rungasami Padayachee was the highest bidder at $7,775.00. The tax value in GIS is $5,400.00. After talking to Rungasami Padayachee, 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: 4302-02-4780-0000
Owner: PENDER COUNTY
P O BOX 366
BURGAW, NC 28425
Deed Ref: 429/427

Property Address:
Description: BEAR GARDEN RD

Sale Price:
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 590301
Township: HOLLY
Subdivision:
Tax Codes: G01 F23 R40

Acres: 1.8
Land Value: $5,400
Building Value: $0
Total value: $5,400
Deferred Value: $0
Exempt Amount: 5400
PCL Class: EX-1
Heated Sq Feet:

Pender County

1:1,278
0 0.0075 0.015 0.03 mi
0 0.015 0.03 0.06 km

1 inch = 106 feet

12/31/1969

N
W E
S

Pender County
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2373-67-4493-0000 off of Englishtown Rd in Union

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 19, 2023
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2373-67-4493-0000 off of Englishtown Rd in Union

SUMMARY:
Please consider attached documentation of bid for surplus property - Parcel 2373-67-4493-0000 off of Englishtown 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 $16,325 bid for this parcel from Shaquita Stanley 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 $8,274. The County acquired through tax foreclosure in 1998. This is a 1.96 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 2373-67-4493-0000 off of Englishtown 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

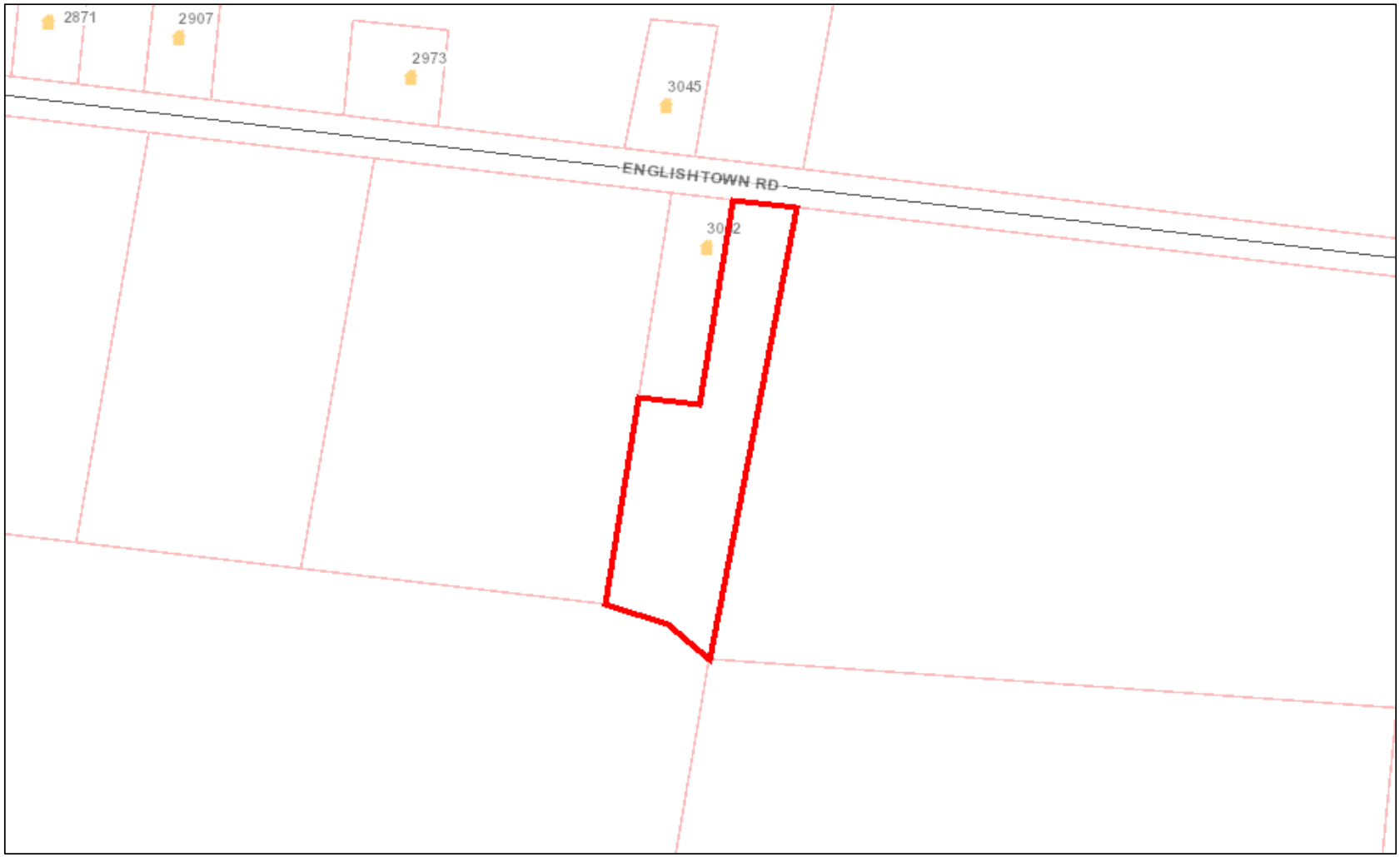
6/5/2023

Dear Commissioners,

For your consideration are the results of the auction for parcel number 2373-67-4493-0000 located off Englishtown Rd. in Union Township. Shaquita Stanley was the highest bidder at $16,325.00. The tax value in GIS is $8,274. After talking to Shaquita Stanley, 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



PIN: 2373-67-4493-0000
Owner: PENDER COUNTY
805 S WALKER ST
BURGAW, NC 28425
Deed Ref: 1356/1
Property Address:
Description: ON 1300 S/SIDE

Sale Price:
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 26133
Township: UNION
Subdivision:
Tax Codes: G01 F27 R40

Acres: 1.96
Land Value: $7,614
Building Value: $660
Total value: $8,274
Deferred Value: $0
Exempt Amount: 8274
PCL Class: EX-1
Heated Sq Feet:

Pender County

1:2,467
0 0.0175 0.035 0.07 mi
0 0.0275 0.055 0.11 km
1 inch = 206 feet
12/31/1969

N W E S

Pender County
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3219-30-4406-0000 Off of Hwy 53 in Burgaw

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 19, 2023
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3219-30-4406-0000 Off of Hwy 53 in Burgaw

SUMMARY:
Please consider attached documentation of bid for surplus property - Parcel 3219-30-4406-0000 Off of Hwy 53 in Burgaw. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

The $13,720 bid for this parcel from Shaquita Stanley 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 $13,520. The County acquired through tax foreclosure in 1996. This is a 1.14 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 3219-30-4406-0000 Off of Hwy 53 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

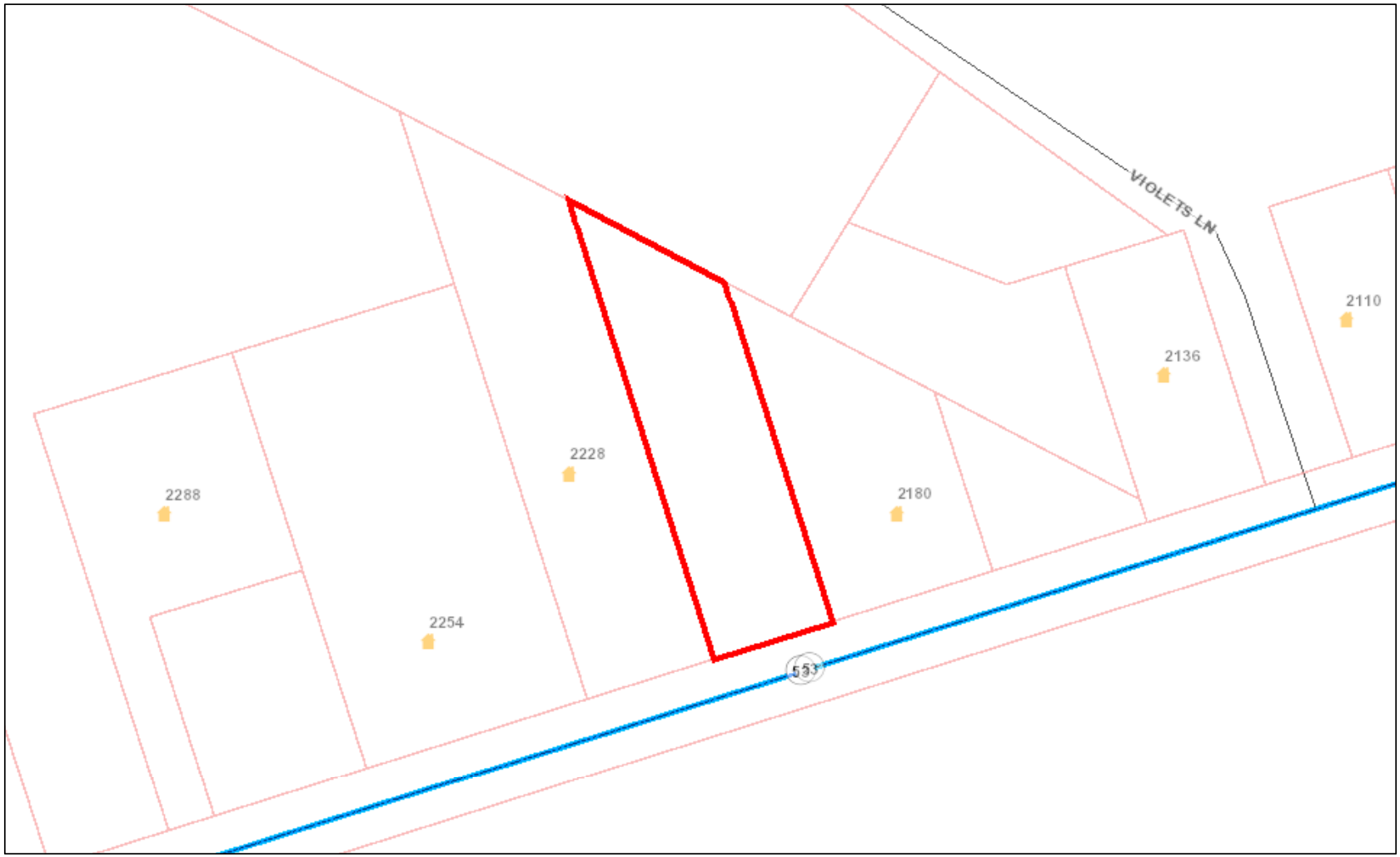
6/5/2023

Dear Commissioners,

For your consideration are the results of the auction for parcel number 3219-30-4406-0000 located off HWY 53 in Burgaw Township. Eduardo Calderon was the highest bidder at $13,720.00. The tax value in GIS is $13,520.00. After talking to Eduardo Calderon, 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: 3219-30-4406-0000
Owner: PENDER COUNTY
P O BOX 366
BURGAW, NC 28425
Deed Ref: 1190/98

Property Address:
Description: N/S HWY 53 2 MI W/BURGAW

Sale Price:
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 590303
Township: BURGAW
Subdivision:
Tax Codes: G01 F21 R40

Acres: 1.14
Land Value: $13,520
Building Value: $0
Total value: $13,520
Deferred Value: $0
Exempt Amount: 13520
PCL Class: EX-1
Heated Sq Feet:

Pender County

1:1,341
0 0.01 0.02 0.04 mi
0 0.015 0.03 0.06 km

1 inch = 112 feet

12/31/1969

N W E S

Pender County
Approval of Purchase Order to Bob King for the purchase of 2 (two) 2024 GMC Pickup Trucks in the amount of $111,630

TO:	Board of County Commissioners
FROM:	Tommy Batson
DATE:	June 19, 2023
SUBJECT:	Approval of Purchase Order to Bob King for the purchase of 2 (two) 2024 GMC Pickup Trucks in the amount of $111,630

SUMMARY:
Pender County Emergency Management is requesting approval of a Purchase Order to Bob King for the purchase of 2 (two) 2024 GMC Pickup Truck vehicles in the amount of $111,630. These vehicles were requested in the upcoming Fiscal Year (2023-2024) budget, but we're asking the Board's consideration to allow us to purchase them in advance.

ACTION REQUESTED:
Approval of Purchase Order to Bob King as for the purchase of 2 (two) 2024 GMC Pickup trucks in the amount of $111,630.00

5115 NEWCENTRE DRIVE
WILMINGTON, NC 28403
(910) 799-3520
TOLL FREE (800) BOB-KING
www.bobking.com

BOB KING

STOCK # T5018
DEAL #
CUSTOMER # 200068
DATE 05/31/2023

SOURCE	SALESPERSON #1	SALESPERSON #2	MANAGER

BUYER: PENDER COUNTY EM
CO-BUYER:

STREET ADDRESS	CITY	COUNTY	STATE	ZIP
805 RIDGEWOOD AVE	BURGAW		NC	284255111

E-MAIL	RES. PHONE	BUS. PHONE	CELL PHONE
	(910) 470-4069		(910) 367-2688

PLEASE ENTER MY ORDER FOR THE DESCRIBED VEHICLE

☑ NEW ☐ USED ☐ DEMO ☐ CAR ☑ TRUCK

YEAR	MAKE	MODEL	BODY
2024	GMC	SIERRA 3500	CREW CAB 4WD 167WB

COLOR	TRIM	ODOMETER
INTERSTELLAR WH	JET BLK CLTH	5

VEHICLE IDENTIFICATION # 1GT49SE77RF117853 NO. CYL. 8

DEALER INSTALLED OPTIONS NOT COVERED BY FACTORY WARRANTY

TOTAL OF INSTALLED OPTIONS

Selling Price or (MSRP)	$59,015.00
Additional Accessories	
Total Selling Price	$59,015.00
Discount	$4,000.00
Net Selling Price	**$55,015.00**
TRADE-IN ALLOWANCE	**$0.00**
DIFFERENCE	**$55,015.00**
N.C. Highway Use Tax 0%	$0.00
Balance Owed On Trade-In	**$0.00**
Administrative Services	$799.00
License and Registration	$1.00
	$0.00
Sub-Total	$55,815.00
Less DOWN PAYMENT	$0.00
Unpaid Balance	**$55,815.00**

COMMENTS

VEHICLE TRADE-IN ONE

STOCK #	LIC PLATE #	EXP	TRANSFER
			☐ YES ☐ NO

YEAR	MAKE	MODEL	BODY

COLOR	ODOMETER

VEHICLE IDENTIFICATION #

VEHICLE TRADE-IN TWO

STOCK #	LIC PLATE #	EXP	TRANSFER
			☐ YES ☐ NO

YEAR	MAKE	MODEL	BODY

COLOR	ODOMETER

VEHICLE IDENTIFICATION #

THE PAYOFF BALANCE(S) OF ANY EXISTING LIEN(S) AND LICENSE FEES ARE ESTIMATED. IF THE ACTUAL PAYOFF OR LICENSE FEES ARE MORE THAN THE ESTIMATE THEN THE CUSTOMER AGREES TO PAY THE DIFFERENCE. CUSTOMER GUARANTEES UNENCUMBERED TITLE TO TRADE-IN. CUSTOMER GUARANTEES TRADE-IN DOES NOT HAVE A RESTORED SALVAGE TITLE AND TO MY KNOWLEDGE HAS NEVER HAD A RESTORED SALVAGE TITLE.

X _____ CUSTOMER INITIALS

OUTSIDE LIEN INFORMATION

Lienholder
Address
City State Zip

It's the dealership's responsibility to disclose that the dealer may receive a fee, commission, or other compensation for providing, procuring, or arranging financing for the retail purchase or lease of a motor vehicle for which the customer may be responsible.

INSURANCE INFORMATION:

AGENT NAME	PHONE	POLICY #	COMPREHENSIVE DEDUCTIBLE	COLLISION DEDUCTIBLE

AGENT ADDRESS	INS COMPANY NAME	SPOKE TO

EFFECTIVE DATE EXPIRATION DATE

BUYER _____ **DATE** _____ **CO-BUYER** _____ **DATE** _____

NOTICE TO BUYER: This order is not binding until accepted by Dealer or designated representative **BY:** _____ **DATE** _____

5115 NEWCENTRE DRIVE
WILMINGTON, NC 28403
(910) 799-3520
TOLL FREE (800) BOB-KING
www.bobking.com

BOB KING

STOCK # T5001
DEAL #
CUSTOMER # 200068
DATE 05/31/2023

SOURCE	SALESPERSON #1	SALESPERSON #2	MANAGER

BUYER: PENDER COUNTY EMS
CO-BUYER:

STREET ADDRESS	CITY	COUNTY	STATE	ZIP
805 RIDGEWOOD AVE	BURGAW		NC	284255111

E-MAIL	RES. PHONE	BUS. PHONE	CELL PHONE
	(910) 470-4069		(910) 367-2688

PLEASE ENTER MY ORDER FOR THE DESCRIBED VEHICLE

☑ NEW ☐ USED ☐ DEMO ☐ CAR ☑ TRUCK

YEAR	MAKE	MODEL	BODY
2024	GMC	SIERRA 3500	CREW CAB 4WD 167WB

COLOR	TRIM	ODOMETER
INTERSTELLAR WH	JET BLK CLTH	5

VEHICLE IDENTIFICATION # 1GT49SE79RF117675
NO. CYL. 8

DEALER INSTALLED OPTIONS NOT COVERED BY FACTORY WARRANTY

TOTAL OF INSTALLED OPTIONS

COMMENTS

VEHICLE TRADE-IN ONE

STOCK #	LIC PLATE #	EXP	TRANSFER	YES	NO
				☐	☐

YEAR	MAKE	MODEL	BODY

COLOR	ODOMETER

VEHICLE IDENTIFICATION #

VEHICLE TRADE-IN TWO

STOCK #	LIC PLATE #	EXP	TRANSFER	YES	NO
				☐	☐

YEAR	MAKE	MODEL	BODY

COLOR	ODOMETER

VEHICLE IDENTIFICATION #

THE PAYOFF BALANCE(S) OF ANY EXISTING LIEN(S) AND LICENSE FEES ARE ESTIMATED. IF THE ACTUAL PAYOFF OR LICENSE FEES ARE MORE THAN THE ESTIMATE THEN THE CUSTOMER AGREES TO PAY THE DIFFERENCE. CUSTOMER GUARANTEES UNENCUMBERED TITLE TO TRADE-IN. CUSTOMER GUARANTEES TRADE-IN DOES NOT HAVE A RESTORED SALVAGE TITLE AND TO MY KNOWLEDGE HAS NEVER HAD A RESTORED SALVAGE TITLE

X _____ **CUSTOMER INITIALS**

Selling Price or (MSRP)	$59,015.00
Additional Accessories	
Total Selling Price	$59,015.00
Discount	$4,000.00
Net Selling Price	**$55,015.00**
TRADE-IN ALLOWANCE	**$0.00**
DIFFERENCE	**$55,015.00**
N.C. Highway Use Tax 0%	$0.00
Balance Owed On Trade-In	**$0.00**
Administrative Services	$799.00
License and Registration	$1.00
	$0.00
Sub-Total	$55,815.00
Less DOWN PAYMENT	$0.00
Unpaid Balance	**$55,815.00**

OUTSIDE LIEN INFORMATION

Lienholder
Address
City State Zip

It's the dealership's responsibility to disclose that the dealer may receive a fee, commission, or other compensation for providing, procuring, or arranging financing for the retail purchase or lease of a motor vehicle for which the customer may be responsible.

INSURANCE INFORMATION:

AGENT NAME | PHONE | POLICY # | COMPREHENSIVE DEDUCTIBLE | COLLISION DEDUCTIBLE

AGENT ADDRESS | INS COMPANY NAME | SPOKE TO

EFFECTIVE DATE | EXPIRATION DATE

BUYER **DATE** **CO-BUYER** **DATE**

NOTICE TO BUYER: This order is not binding until accepted by Dealer or designated representative **BY:** **DATE**

Pender County
Approval of Budget Amendment and Purchase Order to purchase 6 Vehicles

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	June 19, 2023
SUBJECT:	Approval of Budget Amendment and Purchase Order to purchase 6 Vehicles

SUMMARY:
As we have previously discussed throughout this budget process, there are significant challenges anticipated with ordering and receiving vehicles in the future and still a significant need for Sheriff's Office Pursuit Rated vehicles. In the FY24 budget, there are 16 vehicles recommended for replacement due to age and significant mileage for patrol vehicles. With the recent authorization to purchase 9, leaves 7 that need to be replaced in next year's budget. In coordination with the Asset Manager and dealers that are aware of the situation we are facing in the future, we have identified some available vehicles that are going fast. Per the several dealers we have coordinated with so far, there will likely be no government concessions which were typically ~10-15%, along with ~15% increases in retail pricing, which equates to 25-30% increases from our previous pricing, and that would be if there are available options for ordering.

We are recommending to purchase 6 of these vehicles as we have identified funding to cover 6. There is a remaining budget of $133,000 in FY24 that we are requesting to come out of fund balance in FY23 for purchase of some of these vehicles, and then another $157,768.88 identified in savings in the FY23 budget from consolidation with IT functions and other various savings after covering anticipated salaries and overtime for the remainder of the year.

Please consider the attached budget amendment and quote for a purchase order to Capital Chevrolet of Wake Forest for the purchase of these 6 vehicles from the FY23 510-407403 Capital Outlay Vehicles line item.

ACTION REQUESTED:
Approval of Budget Amendment and Purchase Order to purchase 6 Vehicles

Capital Chevrolet Inc.

Government Sales Divisior

From Rod Mitchell Government Account Manager
Phone/Fax Office 919-573-8530
E-Mail rmitchell@capitalchevroletnc.com

June 5 2023

NC State Contract 070A

2023 Chevrolet Silverado 1500 SSV WT 4WD 5W4 CK10543		$ 39,210.00
	MSRP	Less 6% Discount
9C1 Police Pursuit Package	$ 6,315.00	$ 5,936.10
AMF 4 additional remotes not programmed	$ 75.00	$ 70.50
6J3 WIRING FOR GRILLE LAMPS & SPEAKERS	$ 207.00	$ 194.58
6J4 WIRING FOR HORN & SIREN CIRCUIT	$ 105.00	$ 98.70
A2X 10 Way Power seats	$ 290.00	$ 272.60
AKO Deep tinted glass	$ 200.00	$ 188.00
PQA Driver safety package	$ 1,035.00	$ 972.90
Z71 off road package	$ 945.00	$ 888.30
UF2 Cargo lighting	$ 125.00	$ 117.50
CGN Chevytec spray-on brdliner	$ 545.00	$ 512.30

Colors available to order: 6 Black

TOTAL PRICE	$ 48,461.48
Grand Total for 6	**$ 290,768.88**

Remit to:
rmitchell@capitalchevroletnc.com
Capital Chevrolet of Wake Forest
9820 Capital Blvd
Wake Forest, NC 27587

Tuesday, June 6, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 510 - SHERIFFS DEPARTMENT

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	GF Fund Balance	133000
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-407403	CO Vehicles	133000
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 133000

Total Expenditures 133000

Budget Amendment Balances when Zero. 0

Prepared By: Meg Blue

Email mblue@pendercountync.gov

Pender County
Contract for Field Appraisal Work

TO:	Board of County Commissioners
FROM:	Melissa Radke
DATE:	June 19, 2023
SUBJECT:	Service Contract Approval for Field Appraisal Work

SUMMARY:
I am requesting the Board approve a contract for $650 per day/per person for 2-3 contracted field appraisers to assist us in completing the 1800 outstanding permits that need to be picked up. With 2-3 field appraisers this should take approx. 45 days.

ACTION REQUESTED:
I request the Board approve the contract for $650 pre day/per person for 2-3 contracted field appraisers.

NORTH CAROLINA **SERVICE CONTRACT**
PENDER COUNTY

THIS CONTRACT is made, and entered into this the 1st day of June, 2023, by and between the **COUNTY of PENDER**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and **Vincent Valuations LLC** a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide appraisal services to the COUNTY on a per diem basis. This includes but is not limited to the appraisal of new construction properties.

2. **TERM OF CONTRACT.** The Term of this contract for services is from 6/1/2023 to 12/31/2025 unless sooner terminated as provided herein.

3. **PAYMENT TO CONTRACTOR.** Subject to the limitations in paragraphs 7, 24, and 25 hereunder, the CONTRACTOR shall receive from COUNTY an amount of $650 per person per day. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

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

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

5. **INDEMNIFICATION.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or subcontractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

   In claims against any person or entity indemnified under this provision by an employee of the CONTRACTOR, a subcontractor, an employee of a subcontractor, or an agent of the CONTRACTOR or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6. **INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery

under subrogation or otherwise against the COUNTY. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR'S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR's insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

6.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **$1,000,000** per occurrence and **$1,000,000** aggregate.

6.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **$1,000,000** per accident for bodily injury and property damage.

6.3 Worker's Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than $1,000,000 per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

7. TERMINATION.

7.1. EVENT OF DEFAULT. Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

a. Failure to perform the Services satisfactorily or on schedule,
b. Failure to submit any report required hereunder; and/or
c. Failure to perform any other covenant, term, or condition of this Contract.

Upon the occurrence of an Event of Default, the County may take one or more or all of the following actions:

1. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the Contract, effective two (2) days after giving the Contractor written Notice of Termination; and/or
2. Deduct any and all expenses incurred by the County for damages caused by the Contractor's Event of Default; and/or

3. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

7.2 TERMINATION PAYMENT. In the event this contract is terminated for any reason, the CONTRACTOR shall be compensated only for work completed though the termination date. Any incomplete work will be compensated on a pro-rata basis.

8. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

9. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

10. **COMPLIANCE WITH LAWS.** CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.

11. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

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

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

14. **DISPUTE RESOLUTION PROCEDURE**. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Contract or the services and/or materials being provided by the CONTRACTOR, shall be sent to the PENDER County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential

damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in PENDER County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of PENDER and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

15. **EXISTENCE**. CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

16. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

17. **NON-SOLICITATION.** During the term of this Contract and for the period of nine months following the project completion date, the County will not solicit for employment or hire any Company employee without the express written consent of the Company.

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

19. **NOTICES.** All notices which may be required by this eContract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF PENDER
ATTN: Melissa Radke
PO BOX 67
Burgaw, NC 28425

CONTRACTOR
ATTN: Ryan Vincent
226 COWAND RD
Merry Hill, North Carolina 27957

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

21. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of PENDER and the State of North Carolina.

22. **ENTIRE CONTRACT.** This eContract, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

23. COUNTY IDENTIFICATION. The COUNTY shall provide the CONTRACTOR with county issued identification cards, vehicle magnets and vests for use in field work. The COUNTY shall provide the CONTRACTOR remote access to the counties CAMA software, IAS World.

24. CONTINGENT FUNDING/NON-APPROPRIATIONS CLAUSE. Notwithstanding anything to the contrary in this Contract, all financial obligations of the COUNTY are dependent upon, and subject to, the continuing allocation of funds by the Pender County Board of Commissioners for such purpose. This Contract shall automatically terminate if such funds cease to be allocated or available for any reason, and the COUNTY shall not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the COUNTY will promptly notify the CONTRACTOR of the non-appropriation and this Contract shall terminate at the end of the last fiscal year for which funds were appropriated. No act or omission by the COUNTY which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

25. PRE-AUDIT & VENDOR TERMS & CONDITIONS NOTICES. Pursuant to NCGS § 159-28 no contract with a local government including the COUNTY requiring the payment of any public funds is valid unless properly pre-audited in the manner required by that statute. This Contract is invalid unless the Pre-audit Certificate below the signature lines is signed by the County Finance Officer or their Deputy in substantially the following form "This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act." The COUNTY may include in any purchase order under this Contract COUNTY's Vendor Terms and Conditions, which are available at https://www.pendercountync.gov/vendortermsandconditions/, and may be revised from time to time. This Contract shall be subject to those Vendor Terms and Conditions as amended from time to time, and in the event that any provision of this Contract conflicts with those terms and conditions, the Vendor Terms and Conditions shall control.

26. FORCE MAJEURE. In no event shall the CONTRACTOR be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the CONTRACTOR shall use reasonable efforts which are consistent with accepted practices in the appraisal industry to resume performance as soon as practicable under the circumstances.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

COUNTY OF PENDER

_____
Name and Title

Print Name/Title:_____

CONTRACTOR

By:_____
Authorized Representative

Print Name/Title:_____

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

_____
Meg Blue, Pender County Finance Officer

Pender County
Resolution and Letter of Support for the Wilmington Urban Area Metropolitan Planning Organization's grant application for the Safe Streets and Roads for All initiative

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	June 19, 2023
SUBJECT:	Resolution and Letter of Support for the Wilmington Urban Area Metropolitan Planning Organization's grant application for the Safe Streets and Roads for All initiative

SUMMARY:
The federal Bipartisan Infrastructure Law (BIL) established the new Safe Streets and Roads for All initiative (SS4A) discretionary program with $5 billion in appropriated funds over 5 years. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. Eligible applicants for the grant program include counties, cities, towns, transit agencies, and other special districts that are political subdivisions of a State, metropolitan planning organizations (MPOs), and federally recognized Tribal governments. The program supports the development of a comprehensive safety action plan (Action Plan) that identifies the most significant roadway safety concerns in a community and the implementation of projects and strategies to address roadway safety issues. Action Plans are the foundation of the SS4A grant program. SS4A requires an eligible Action Plan be in place before applying to implement projects and strategies. The SS4A program provides funding for two types of grants: planning and demonstration grants and implementation grants.

The Wilmington Urban Area Metropolitan Planning Organization's (WMPO) adopted FY 2024 Unified Planning Work Plan (UPWP) identifies and fiscally supports an application to be made by the organization for a $500,000 SS4A regional planning grant for the completion of a comprehensive safety action plan. The grant requires a 20 percent local match. The adopted UPWP identifies that the WMPO will contribute 10 percent and the North Carolina Department of Transportation (NCDOT) will contribute 10 percent, equating to the required 20 percent local match.

The WMPO has requested that the Board support their grant application through a resolution and letter of support.

ACTION REQUESTED:
To consider approving the resolution and letter of support.

ATTACHMENTS:
1. Resolution
2. Letter of Support

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

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

A RESOLUTION OF SUPPORT FOR THE WILMINGTON URBAN AREA MPO'S ACTION PLANNING GRANT APPLICATION THROUGH THE SAFE STREETS AND ROADS FOR ALL PROGRAM

WHEREAS, the USDOT has developed a discretionary grant program to address roadway safety through the new Safe Streets and Roads for All Program; and

WHEREAS, the Bipartisan Infrastructure Bill has appropriated $5 billion for the Safe Streets and Roads for All Program through FY 2026; and

WHEREAS, the program supports the development of a comprehensive safety action plan (Action Plan) that identifies the most significant roadway safety concerns in a city, town, or region, and the implementation of projects and strategies to address roadway safety issues; and

WHEREAS, the Safe Streets and Roads for All Program requires that entities, including local governments, that are interested in utilizing implementation funds through the Safe Streets for All Program have an adopted Action Plan; and

WHEREAS, the Wilmington Urban Area MPO planning area has observed an increase in roadway crashes and fatalities; and

WHEREAS, an Action Plan that covers the Wilmington Urban Area MPO would include Pender County;

NOW THEREFORE, BE IT RESOLVED that Pender County supports the application from the Wilmington Urban Area MPO to develop an Action Plan for the region through the Safe Streets and Roads for All Program.

Adopted and approved the 19th day of June 2023.

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

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

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

June 19, 2023

The Honorable Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Support for the Wilmington Urban Area Metropolitan Area Planning Organization's Safe Streets and Roads for All Safety Action Plan Grant Application

Dear Mr. Buttigieg,

We are issuing this letter in support of the Wilmington Urban Area Metropolitan Planning Organization (WMPO) and their application for funding under the Safe Streets and Roads for All Action Planning Grant Program, to develop a comprehensive safety action plan for our collective metropolitan region.

As the regional Metropolitan Planning Organization for the Greater Wilmington, North Carolina metropolitan area, the WMPO is highly qualified to lead the development of a comprehensive safety action plan as they provide local member organizations with planning and technical support, thinking regionally and long range on core issues like transportation safety. The WMPO identifies opportunities, helps to bring funding and other resources to the region for critical projects, and works to build consensus among parties with often competing interests, always using the lens of diversity, equity and inclusion, all critical in the development of a comprehensive safety action plan. The WMPO also has a history of taking an active role in regional safety initiatives such as the Be a Looker campaign.

In Pender County, we coordinate closely with the WMPO in areas such as a Bicycle and Pedestrian Plan that is currently being developed to understand where and how to prioritize alternative modes of transportation in the County.

In conclusion, Pender County fully supports the WMPO as they seek federal funding under the SS4A program to develop a regional safety action plan that would include our jurisdiction, and that will work to reduce or eliminate traffic fatalities on our local roads. We encourage you to look favorably on their application, and thank you for your consideration of this letter.

Sincerely,

Jacqueline A. Newton, Chair
Pender County Board of Commissioners

Pender County
Consideration of Approval of a Contract for Design, Engineering and Construction Administration for Kiwanis Park, Phase 4

TO:	Board of County Commissioners
FROM:	Zach White, Dee Turner
DATE:	June 19, 2023
SUBJECT:	Consideration of Approval of a Contract for Design, Engineering and Construction Administration for Kiwanis Park, Phase 4

SUMMARY:
Pender County Parks and Recreation obtained PARTF grant funding for the expansion of Kiwanis Park, located at 586 Sloop Point Road in Hampstead. The proposed Phase 4 expansion will add approximately 26 acres to the existing 54 acres of this well used Park. Preliminary plans, site surveys, and budgetary cost estimates, were prepared for the parcel. This expansion will provide (2) multipurpose fields, (6) tennis courts, (4) pickleball courts, (2) basketball courts, a multi-use path, playground, lawn game area, picnic shelter/restroom facility and parking.

On April 24th, the County advertised a Request for Qualifications for a design firm to provide design, engineering and construction administration to complete the project. The project budget of $2 million was advertised along with a completion deadline of September 2025. Two firms, McGill Associates and Stroud Engineering, responded to the RFQ and were interviewed by County Staff to further validate their qualifications. Stroud Engineering, in addition to having ample experience with the design and engineering of park facilities, has also been instrumental in the design and completion of all the other phases of this Park and nearly all the surrounding parcels as well. Stroud is highly recommended by County Staff and has a well demonstrated history of performance working with the County. County Staff has complete confidence in recommending Stroud Engineering to the BOCC for approval of their contract.

ACTION REQUESTED:
Approve a contract and subsequent Purchase Order with Stroud Engineering in the amount of $78,000 to be paid out of 60-404505-6028.

Qualifications Statement
Kiwanis Park Phase 4
RFQ# 23-247

Prepared for:

Pender County Finance Department

ATTN. Trisha Newton, Purchasing Manager

805 S. Walker Street

PO Box 1578

Burgaw, NC 28425

Email: purchasing@pendercountync.gov

Prepared by:

Stroud Engineering, P. A.

CorporateHeadquarters:
107B Commerce Street
Greenville, NC 27858
252.756.9352

Branch Office:
422 NC Hwy. 24
Morehead City, NC 28557
252.247.7479

Branch Office:
102 Suite D Cinema Drive
Wilmington, NC 28403
910.815.0775

www.stroudengineer.com

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1 Firm Capability

Stroud Engineering, PA was Founded in 1972 as a civil engineering and surveying company. Our firm has grown steadily to its present staff of over 30 employees offering a significantly expanded set of services.

1.1 Services

Stroud Engineering provides complete services to both public and private clients. We specialize in helping clients take their projects from planning to completion, providing all of the planning, surveying and engineering services involved in that process.

Stroud provides surveying, planning, permitting, design, contract administration and inspection for a wide range of site development projects. Stroud professionals also provide extensive environmental services, including CAMA permitting, NPDES permitting, site layout, storm water management systems, water supply and distribution, and sewage collection, treatment and disposal. We have worked extensively with real estate development companies, as well as utilities, universities, and city and county governments.

Stroud's complete portfolio of services also includes structural and electrical engineering, as well as plumbing and HVAC design.

1.1.1 Surveying

Our surveying department supports our clients and engineers by providing complete design surveys, construction staking, as-built utility surveying and mapping. Our staff surveyors have experience with municipal departments including utilities, building, parks and inspection. We have experience with all necessary tasks of design base mapping, construction layout of facilities as planned and record representation of facilities as built.

We can provide immediate response to surveying needs with licensed and competent staff capable of:

- *PROFICIENT DEED RESEARCH AND FAMILIARITY WITH LOCAL PROPERTY RECORDING PROCESSES*
- *IDENTIFICATION, LOCATION, AND MAPPING OF EXISTING UTILITIES, TOPOGRAPHIC, AND WETLAND FEATURES*
- *RECOGNITION AND UNDERSTANDING OF LOCAL ENVIRONMENTAL PERMITTING ISSUES TO ENABLE PERTINENT SURVEY LOCATION AND MAPPING*
- *STATE OF THE ART EQUIPMENT TO INCLUDE SURVEY GRADE GPS*
- *AUTOCAD AND MICROSTATION SOFTWARE CAPABLE OF EXPORTING ALL TYPICAL FILE FORMATS*
- *EASEMENT ACQUISITION DOCUMENTS AND MAPPING*

- *FLOOD ZONE AND FLOODWAY DETERMINATION BY CERTIFIED FLOODPLAIN SURVEYORS*

1.1.2 Site Design

Stroud Engineering offers a full array of site design services, ranging from sketch feasibility studies to final construction design documents and permitting.

Stroud's project managers deliver successful projects by working closely with clients to review all existing needs, address local, state and federal regulations, and anticipate future requirements. By evaluating all reasonable alternatives, our professionals are able to develop an optimal solution that will be functional, efficient and effective for years to come.

Our staff provides the following Site Design services:

- *CONCEPT SKETCH DEVELOPMENT*
- *PRELIMINARY CONCEPT DEVELOPMENT COST ESTIMATION*
- *VALUE DESIGN ANALYSIS*
- *PHASED DESIGN DEVELOPMENT*
- *FINISHED DESIGN DOCUMNENTS FOR BIDDING AND CONSTRUCTION*

1.1.3 Construction Services

Stroud's engineers are able to assist our clients with the construction of all of the projects we design.

Our construction planners, estimators and inspectors are experienced in all aspects of construction administration and document control, as well as project estimating, scheduling and tracking. Our inspectors are well versed in local building codes, specifications and building procedures.

Our staff provides the following construction services

- *CONSTRUCTION PLANNING*
- *COST ESTIMATING AND TRACKING*
- *BIDDING AND CONTRACTING*
- *CONTRACT ADMINISTRATION*
- *CONSTRUCTION INSPECTION*

1.2 Relevant Projects

1.2.1 Kiwanis Park Phases 1 - 3

Client: Hampstead Kiwanis & Pender County
Location: Pender County, NC

Stroud Engineering has provided surveying, design, and permitting for the prior phases of this park's development. Originally, the project was being developed by the Hampstead Kiwanis. Latter phases have been in coordination with Pender County Parks Department. Stroud was integral in the original park plan and frequent park planning through the last nearly twenty years. Stroud was actually involved with this property prior to its conveyance to the Hampstead Kiwanis. Stroud Engineering has been involved with nearly all of the development on the park's boundaries. Our history here goes back to the last century. Stroud's historical responsibilities in this regard include:

- LOCATION AND MAPPING OF EXISTING LAND FEATURES, ADJACENT IMPROVEMENTS AND UTILITIES
- PROPERTY BOUNDARY, TOPOGRAPHY AND MAPPING
- PRELIMINARY MASTER PLAN DEVELOPMENT
- MASTER PARK PLAN ENVIRONMENTAL PERMITTING
- PHASE CONSTRUCTION PLAN DEVELOMENT
- PLAN AND PERMIT REVISIONS
- CONSTRUCTION SURVEY STAKING OF PLANNED IMPROVEMENTS
- RECORD SURVEYS, DRAWINGS AND CERTIFICATIONS

1.2.2 Smith Creek Park New Hanover County

Client: Elite Construction and Grading
Location: Wilmington, NC

Stroud Engineering was involved with the original reclamation plan for the sand mining operation that became Smith Creek Park now a part of the New Hanover County Parks. Planning included incorporation of future park planning.

- *TOPOGRAPHIC, CONSTRUCTION AND VOLUMETRIC SURVEYS*
- *ENVIRONMENTAL PERMITTING OF PLANNED OPERATIONS AND IMPROVEMENTS*
- *CONTRUCTION STAKING OF POND PERIMETER AND TRAIL*

- *AS BUILT SURVEYS, MAPPING, AND REPORTING FOR CONTRACT ADMINISTRATION AND PROJECT CLOSEOUT*

1.2.3 Songbird Landing

Client: Pender Land Holdings Inc.
Location: Belvedere Plantation, Hampstead, Pender County, NC

Stroud Engineering designed and managed construction of this residential subdivision development and public park dedication adjacent to the Hampstead Kiwanis Park. Stroud's responsibilities included:

- *MASTER PLAN DEVELOPMENT AND APPROVAL*
- *MASTER PLAN ENVIRONMENTAL PERMITTING FOR CONSTRUCTION OF ALL IMPROVEMENTS*
- *PUBLIC PARK PLANNING, FOUNDATION ORIGINATION, PERMITTING AND CONVEYANCE COORDINATION*
- *CONSTRUCTION STAKING AND AS BUILT MAPPING OF ALL DEVELOPMENT INFRASTRUCTURE AND BUILDING CONSTRUCTION*

1.2.4 Belvedere Plantation High Rate Infiltration Basins

Client: Carolina Water Service of NC, Inc.
Location: Belvedere Plantation, Hampstead, Pender County, NC

Stroud Engineering designed, permitted and managed construction of Carolina's Water Services waste water infiltration disposal on the property adjacent to the Hampstead Kiwanis Park. Stroud's responsibilities included

- *PHYSICAL AND TOPOGRAPHICAL SURVEY AND MAPPING FOR PLAN DESIGN OF THE THREE HIGH RATE WASTE WATER INFILTRATION BASINS*
- *EXISTING SOIL STRATA AND OVERLAND DRAINAGE REPORT COORDINATION AND INCORPORATION TO PLAN DEVELOPMENT*
- *FINAL BASIN, SUBSURFACE DRAINAGE AND DEWATERING PUMP STATION DESIGN AND ENVIRONMENTAL PERMITTING FOR CONSTRUCTION*
- *CONSTRUCTION SURVEYING AND MANAGEMENT*
- *RECORD SURVEY, DRAWINGS AND CERTIFICATIONS FOR PROJECT CLOSEOUT*

1.2.5 Little Rockfish Creek Channel Improvements

Client: Town of Wallace
Location: Wallace, Duplin County

Stroud Engineering has recently designed channel improvements for this federally funded project in close coordination with the US Department of Agriculture and the Town of Wallace. Stroud's responsibilities included

- *EXISTING CHANNEL SURVEY AND MAPPING FOR DESIGN, PERMITTING, AND CONSTRUCTION*
- *CONSTRUCTION PLAN DEVELOPMENT FOR USDA APPROVAL*
- *BID DOCUMENTS AND CONTRACT DEVELOPMENT*

1.3 References

1.3.1 Utilities, Inc.

J Bryce Mendenhall, Vice President of Operations
4944 Parkway Plaza Blvd, Suite 375
Charlotte, NC 28217-1983

704 319-0517

1.3.2 Cape Fear Public Utility Authority

Gary McSmith, Assistant Engineering Director
235 Government Center Drive
Wilmington, NC 28403

910 332-6629

1.3.3 Town of Wallace

Robert C Taylor, Jr., Town Manager
311 W. Murphy Street
Wallace, NC 28466

910 285-4126

2 Project Understanding and Approach

Pender County seeks a design engineering firm for the Hampstead Kiwanis Park's final phase as originally planned. The firm will need to adapt the current concept plan to the existing land characteristics. These conditions will need to be surveyed and reported to the design engineer as a complete representation of matters affecting the work scope. All planning and mapping shall be developed in a format compatible with Pender County software. Once the survey is complete, a 60% complete plan and specification will be developed in accordance with the County's standards for consideration of pricing and possible value refinement for the final design within the established budget.

2.1 Phase 1 – Data Collection and Project Definition

This first phase is necessary to make sure we fully understand the project requirements and goals. This involves an initial meeting to assess the owner's requirements followed by a supervised site visit with the survey crew to identify conditions that will likely affect the necessary work. These conditions will be surveyed and a data collection file established. Work in the field will be supervised by a licensed crew chief subordinate to a senior licensee in the office.

2.2 Phase 2 – Survey Mapping

In this phase, a survey technician will reduce the data collection file to create a digital map accurately representing the conditions in and around the work area. The digital map will be converted to a plan for the engineered design of the park expansion.

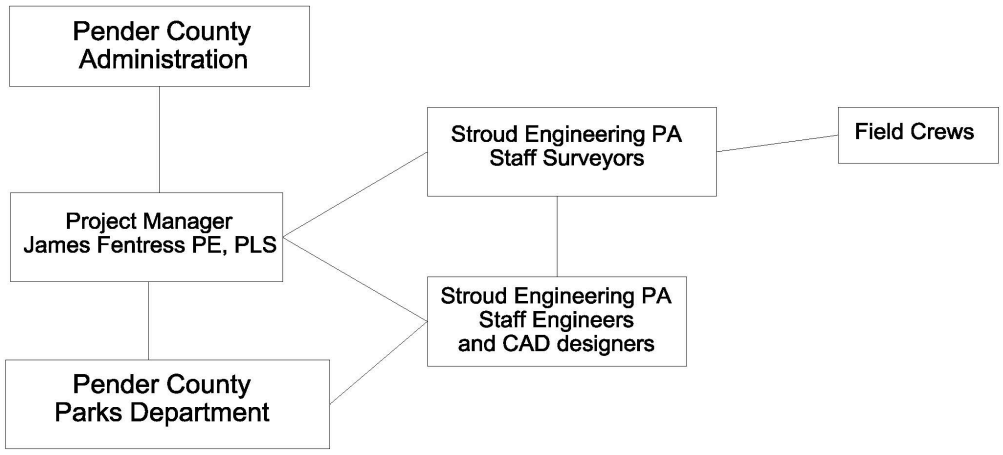
2.3 Phase 3 – Plan Development

Once the survey is complete, engineered plans and specifications will be designed to 60% complete stage. Plan and specification shall include adequate detail for review and pricing in accordance with the County's standards. Value engineering will conclude to a final design for permitting. Existing environmental permits will be revised as necessary to reflect current plan improvements.

3 Staff Qualifications

Stroud Engineering, PA plans to coordinate this work from its Wilmington office. The Project Definition phase will be coordinated by the Project Manager, James H. Fentress, Jr. PE, PLS and proceed through delegation to Project Surveyors, Anderson Greene PLS and Michael Deffenbaugh PLS. The surveyors will coordinate crews to identify and collect the survey data. The collected data will be processed by the Project Surveyors and represented by map and or report to be immediately provided forward for engineered design. Engineered design shall proceed with plans and specifications prepared to 60% complete for submittal and review by Pender County.

3.1 Organizational Chart



Availability and Location of Key Staff

Stroud Engineering, P.A. 910 815-0775
102-D Cinema Drive
Wilmington, NC 28403

James H. Fentress, Jr. PE, PLS	ext. 1	jfentress@stroudengineer.com
David L. Menius PE	ext. 3	lmenius@stroudengineer.com
Michael Deffenbaugh PLS	ext. 4	mdeffenbaugh@stroudengineer.com
G. Anderson Greene PLS	ext. 2	agreene@stroudengineer.com

Stroud Engineering, P.A. 252 756-9352
107-B Commerce Street
Greenville, NC 27858

Linwood Stroud PE	ext. 1	lstroud@stroudengineer.com
Debra Boyette PLS	ext. 6	dboyette@stroudengineer.com

Stroud Engineering, P.A. 252 247-7479
3302C Bridges Street
Morehead City, NC 28557

Michael Stroud PE	ext. 1	mstroud@stroudengineer.com
Jeremy McCombs PLS	ext. 2	jmccombs@stroudengineer.com

4 Resumes

4.1 James H. Fentress, Jr., PE 20643 , PLS 3902

Project Role: Project Manager

Education:

- 1987 BS Civil Engineering-Construction Option- North Carolina State University

Professional Registration:

- 1995 - Professional Engineer, North Carolina
- 1997 - Registered Land Surveyor, North Carolina

Work Experience:

- 1991 to Present-Stroud Engineering
- 1987 to 1991-Quible and Associates, P.A.

Project Specific Experience:

Mr. Fentress' experience in related projects includes:

- Hampstead Kiwanis Park Phases 1 – 3 design and permitting from inception.
- Smith Creek Park survey and plan development and supervision.
- Songbird Landing Master Plan design and permitting engineer of record. Supervised all plan development, permitting, certifications and closeout.
- Belvedere Plantation High Rate Infiltration Basin design and permitting. Supervised all plan design, permitting, contract development, construction survey and administration.
- Little Rockfish Creek Channel Improvements plan development and survey coordination. Bid document and contract development for USDA approval.

4.2 David L. Menius, PE 35677

Project Role: Project Engineer

Education:

- 2000 - BS Environmental Studies - University of North Carolina at Wilmington
- 2004 - Master of Civil Engineering - North Carolina State University

Professional Registration:

- 2009 - Professional Engineer, North Carolina

Work Experience:

- 2005 to Present - Project Engineer, Stroud Engineering, P. A., Wilmington, North Carolina
- 2002 to 2004 – Research Assistant, North Carolina State University, Raleigh, North Carolina

Project Specific Experience:

Experience in water system projects includes:

- Design, permitting, and inspections of Avendale Subdivision in Pender County, NC. Construction was completed accepted by the State for operation in 2008.
- Design and permitting of the Graystone Subdivision in Pender County, NC. Permitting was completed in 2009.
- Ongoing analysis and design revision of the hydraulic model for the Belvedere Plantation water system as needed for design and permitting of additional connections. The project is located in Pender County, NC.
- Hydraulic modeling of a community water system to serve The Neighborhoods of Holly Ridge in Onslow County. Construction staking coordination and record drawing development.
- Utility construction experience through family business

4.3 G Anderson Greene, PLS L-3370

Project Role: Project Surveyor

Education:

- 1981 – Cape Fear Technical Institute, Machine Trades Diploma
- 2003- FEMA Certified Floodplain Surveyor Training Seminar

Professional Registration:

- 1991 - Professional Land Surveyor, North Carolina
- 2003 – Certified Floodplain Surveyor, North Carolina

Work Experience:

- 1998 to Present - Survey Manager, Stroud Engineering, P. A., Wilmington, North Carolina
- 1984 to 1998 – Project Surveyor, Sherwin Cribb, Surveyor., Wilmington, North Carolina
- 1979 to 1984 – Survey Technician, City of Wilmington, Wilmington, North Carolina
- 1978 to 1979 – Survey Technician, McNeill Engineering, Raleigh, NC

Project Specific Experience:

Experience in municipal utility as-builts, construction staking and mapping as well inspection.

Topographic and wetland surveying and mapping.

Property and boundary title research, surveying and mapping.

Easement and property acquisition documents and mapping.

FEMA Floodzone mapping and determination and LOMR application.

4.4 Michael L. Deffenbaugh, PLS L-4611

Project Role: Project Surveyor

Education:

- 2004 – University of Florida, BS Geography – GIS Concentration

Professional Registration:

- 2006 - Professional Land Surveyor, North Carolina
- 2007 – Certified Floodplain Surveyor, North Carolina

Work Experience:

- 2005 to Present - Project Manager, Stroud Engineering, P. A., Wilmington, North Carolina
- 2003 to 2005 – GIS Technician, City of Gainesville Public Works Dept., Gainesville, Florida
- 1996 to 2000 – Survey Party Chief, Stroud Engineering, P.A., Wilmington, North Carolina
- 1992 to 1996 – Field Crew Member/Drafter/Party Chief, Sherwin Cribb Surveying, Wilmington, North Carolina
- 1987 to 1992 – Shipboard Electrician-Engineering Division USS Vulcan, United States, Norfolk, Virginia

Project Specific Experience:

Experience in Municipal, Engineering & Topographic as-built surveys. Wetland surveying and mapping. Boundary and Easement surveys and mapping. FEMA LOMR applications. Construction stakeout and inspection.

5 Fee Schedule

Stroud Engineering, PA proposes to provide engineering and surveying as necessary to design, permit and provide construction survey layout of this project through construction for the fixed fee of $78,000.00. This fee proposal does not include permit filling fees, estimated to be less than ten thousand dollars. This fee proposal does not include prints, mileage or stakes realized necessary in the course of this contract's execution. These items will be invoiced on a unit cost basis and are estimated to be less than ten thousand dollars. Our standard rates for these unit costs follows:

Stakes - Flats - 18"	$0.75
Stakes - Flats - 36"	$1.50
Stakes - Hubs - 8"	$0.75
Nails - 60d Galvanized	$1.25
Nails - Magnetic - 1 1/2"	$0.35
Nails - Magnetic - 2 1/2"	$0.45
Concrete Monument	$100.00
Flags	$0.30
Irons	$3.00
Mileage	$0.60

STROUD ENGINEERING, PA
WORK AUTHORIZATION FORM
NC License # C-0647

Party requesting work is : ○ Company (Complete Sections A,B, D & E) ○ Individual (Complete Sections A, C, D & E)

Section A: Project Information

Project #: PW 343PC~015 Project Name: HAMPSTEAD KIWANIS PARK PH 4 - RFQ#23-247

Project Description: Phase 4 Design, Permitting, Construction Administration, and Layout

Section B: Company Information

If the party requesting work is a company, what is the business organization? (Choose the most applicable answer.)

○ Partnership ○ Sole Proprietorship ○ PLLC ○ LLC ○ Corporation ☒ Other (please specify)

Gov.

Tax ID #: _____ Year Firm Established: _____

Company Name: **Pender County**

Name of company representative or who is authorizing work: **Buddy Avery**

Address: **805 S. Walker St.** **PO Box 1578**

City: **Burgaw** State: NC Zip: **28425**

Office Phone Number: (910) _____ _____ Ext:
Area Code

Fax Number: _____ Cell Phone Number: _____
Area Code Area Code

Email Address: _____

If the company is a LLC, a personal endorsement is required:

Name of Endorsee: _____

Address: _____

City: _____ State: ___ Zip: ____

Social Security Number: _____ Phone Number: _____
Area Code

Fax Number: _____ Cell Phone Number: _____
Area Code Area Code

Email Address: _____

Section C: Individual Contact Information

If the party requesting work is an individual:

Name: _____ Social Security #: _____

Address: _____

City: _____ State: NC Zip: _____

Office Phone Number: _____ Ext: _____
Area Code

Fax Number: _____ Cell Phone Number: _____
Area Code Area Code

Email Address: _____

CONTINUE TO BACK OF FORM

Section D: Payment Information

Fee Type:

○ Time and Expense ○X Fixed Fee $ 78,000.00

*Expenses will be charged in addition to the above fees in accordance with the rate schedule below.

Terms:

Retainer Required? ○ No ○ Yes Amount: $ _____

○ Cash in Advance ○ Cash upon delivery of work product

○ Net 30 days. (Requires established credit or approval of credit application.)

○ Other (please specify): _____

Interest will be charged at the rate of 1½ % per month on any balance after 30 days. All legal fees and other expenses incurred for collection of past due accounts will be the responsibility of the debtor.

Section E: Agreement

Stroud Engineering, PA by: James H Fentress Jr. Date: 06/02/23

Client Authorization:

I certify that I am an individual personally authorizing and accepting responsibility for payment for the above described work, or that I am an authorized representative of the aforesaid company and do hereby authorize and accept responsibility for payment for the aforesaid work. I also accept Stroud Engineering, P. A.'s Standard Terms and Conditions which are incorporated by reference as part of this agreement.

_____

Client: **PRINT** name (Required)

_____ _____

Client: Signature (Required) Date

Personal Endorsement: (LLC's only)

I certify that I am a member of the above described LLC and that I personally guarantee payment for the above described work.

_____ _____

Endorsee Date

Expense	Billing Rate	Expense	Billing Rate
Black & White Mylar(s) - 18" x 24"	$8.00	Color Print(s) on Paper- 11" x 17"	$3.00
Black & White Mylar(s) - 20" x 24"	$10.00	Color Print(s) on Paper - 18" x 24"	$5.25
Black & White Mylar(s) - 24" x 36"	$12.00	Color Print(s) on Paper - 24" x 36"	$7.50
Black & White Mylar(s) - 36" x 48"	$25.00	Color Print(s) on Paper - 36" x 48"	$15.00
Black & White Paper Print(s) - 11" x 17"	$1.40	Stakes - Flats - 18"	$0.50
Black & White Paper Print(s) - 18" x 24"	$3.00	Stakes - Flats - 36"	$1.25
Black & White Paper Print(s) - 20" x 24"	$3.50	Stakes - Hubs - 8"	$0.50
Black & White Paper Print(s) - 24" x 36"	$3.90	Nails - 60d Galvanized	$1.00
Black & White Paper Print(s) - 30" x 42"	$5.00	Nails - Magnetic - 1 1/2"	$0.25
Black & White Paper Print(s) - 36" x 48"	$6.75	Nails - Magnetic - 2 1/2"	$0.35
Color Print(s) on Mylar - 18" x 24"	$10.00	Concrete Monument	$75.00
Color Print(s) on Mylar - 20" x 24"	$12.00	Flags	$0.30
Color Print(s) on Mylar - 24" x 36"	$14.00	Irons	$3.00
Color Print(s) on Mylar - 30" x 42"	$20.00	Mileage	$0.55
Color Print(s) on Mylar - 36" x 48"	$30.00		

STROUD ENGINEERING, P. A.

STANDARD TERMS AND CONDITIONS
NC License # C-0647

1. **Definition of Terms.**
   a. **Engineer** – Stroud Engineering, P. A.
   b. **Services** – Engineering, surveying, computer aided drafting or other services provided by the Engineer.
   c. **Client** – Person, corporation, agency or other entity for whom services are rendered.
   d. **Proposal Letter** – Letter from Engineer to Client defining scope of services and compensation.
   e. **Work Authorization Form** – Stroud Engineering, P. A.'s work authorization form.

2. **Scope of Services.** The scope of Engineer's services are described in the Proposal Letter or on the Work Authorization Form.

3. **Design Without Construction Phase Services.** If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase Consulting and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

4. **Acceptance.** Client agrees the execution of the acceptance of the Proposal Letter or execution of the Work Authorization Form constitutes a legal contract between the Engineer and the Client. Client further agrees that execution of the acceptance of the Proposal Letter or the Work Authorization Form is a material element of the consideration Engineer requires to execute the Services, and if Services are initiated by Engineer prior to execution of this acceptance of the Proposal Letter as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions contained herein. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party.

5. **Schedule for Rendering Services.** Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, if any, are set forth or specific dates by which services are to be completed, if any, are provided in the Proposal Letter, and are hereby agreed to be reasonable. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. Failure of governmental or other review agencies to complete their reviews and comments in a timely fashion is considered an impairment to the Engineer's services for which Engineer shall not be held responsible. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. Owner

shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

6. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Engineer will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Engineer to perform changed or additional work, the Services are changed accordingly and Engineer will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Engineer at the time of proposal, Engineer is entitled to a change order equitably adjusting its Services and fee.

7. **Compensation and Terms of Payment**. Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal Letter. If not stated, fees will be according to Engineer's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Engineer may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Engineer in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Engineer incurs, including but not limited to attorney fees, to the extent allowed by North Carolina law. Engineer may suspend Services for lack of timely payment.

8. **Permit and Application Fees**. Payment of all permit and application fees is the responsibility of the Client

9. **Use of Documents.**

   a. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

   b. Either party to this Agreement may rely on data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

   c. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

d. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

e. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

f. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

10. Environmental Condition of Site

a. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

b. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

c. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

d. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist Engineers or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

e. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

f. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

11. LIMITATION OF LIABILITY. CLIENT AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR ITS FEE. FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGES PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY POLICY.

12. Indemnification and Mutual Waiver

a. **Indemnification by Engineer:** To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, Engineers, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Engineers.

b. **Indemnification by Owner:** Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Engineers as required by Laws and Regulations and to the extent (if any) required in Paragraph 11, Limitations of Liability.

c. **Environmental Indemnification:** To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Engineers from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

d. **Percentage Share of Negligence:** To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

e. **Mutual Waiver:** To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and Engineers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

13. Standards of Performance

a. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

b. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

c. **Consultants***:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

d. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Engineers may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

14. Insurance. Engineer represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Engineer's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.I. and P.D. combined single limit);and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request.

15. Dispute Resolution. Client shall not be entitled to assert a Claim against Engineer based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer or surveyor that Engineer has violated the standard of care applicable to Engineer's performance of the Services. Client shall provide this opinion to Engineer and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to North Carolina law.

16. Termination.

a. **For Convenience**. Upon 30 days prior written notice, Client or Engineer may terminate the performance of any further Services set forth in this Agreement for convenience. Upon the effective date of such termination notice, Engineer shall cease work on all Services set forth in this Agreement. Within 30 days of such termination, Client shall pay Engineer in full for all Services (and reimbursable expenses) performed prior to termination at which time Engineer shall deliver any completed Documents to Client.

b. **For Cause**. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement upon 5 days written notice to the breaching party, which notice must identify the material breach. Upon receipt of such termination notice for cause, the breaching party shall have 14 days in which to cure the breach (the "Cure Period"). Should the breaching party timely cure its material breach of this Agreement, this Agreement may not be terminated for cause. Should the breaching party fail to timely cure its material breach, this Agreement shall be terminated, effective at the end of the Cure Period. Upon the effective date of such termination for cause, Engineer shall cease work on all Services set forth in this Agreement. Within 30 days of termination, Client shall pay Engineer in full for all Services (and reimbursable expenses) performed prior to termination at which time Engineer shall deliver any completed Documents to Client.

c. **Unforeseen Conditions Or Occurrences**. If, during the course of performance of Services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in Engineer's judgment, materially affects or may affect the Services to be provided hereunder, the risk involved in providing the Services, or the scope of the Services, Engineer will notify Client. Subsequent to that notification, Engineer may: (a) if practicable, in Engineer's judgment and with Client's approval, complete the original scope of Services in accordance with this Agreement; (b) agree with Client to modify the scope of Services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the Services effective on the date of notification for convenience.

17. Force Majeure. Neither party shall be deemed in default of the Agreement to the extent that any delay or failure in the performance of an obligation, other than the payment of money, results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, without limitation, storms, floods, unusually severe weather, acts of God, epidemics, protest demonstrations, war, terrorism or terrorist acts, riot, strikes, lockouts or other industrial disturbances or unanticipated site conditions. In the event that such acts or events do occur, both Parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services set forth in this Agreement. The time for performance of Services and the Estimated Completion Date set forth in Section 3.0 shall be extended for a period equal to the delay thereof caused by any such act or event that comes within this Subsection.

REQUEST FOR QUALIFICATIONS

Pender County Finance
PO Box 1578
805 S. Walker Street
Burgaw, NC 28425

Park Design, Engineering and Construction Administration – Hampstead Kiwanis Park Phase 4

RFQ# 23-247

Issued: **04/24/2023**
Responses Due: **05/17/2023 at 2:00pm**

Contact: Trisha Newton, Purchasing Manager
Phone: 910.259.1281
Email: purchasing@pendercountync.gov

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GENERAL INFORMATION

Pursuant to N.C. G.S. 143-64.31, Pender County Government is seeking Statements of Qualifications ("SOQ") from a firm to conduct the professional services as described in the Scope of Services section of this Request for Qualifications ("RFQ").

Pender County Government will be accepting responses from experienced firms interested in providing these services according to the schedule and instructions to follow. A written record of all questions and answers will be provided by email to all Proposers who have notified the County of their intent to submit a Statement of Qualifications, as well as on the County website. Questions about this RFQ shall be directed to Trisha Newton, Purchasing Manager, purchasing@pendercountync.gov. Answers to questions will be provided via an addendum as soon as possible thereafter. Firms who intend to respond to this RFQ, may provide an email address for updates as a courtesy. However, Proposers are ultimately responsible for monitoring the Pender County website for Addenda. Submissions must be sealed. There will not be a public bid opening.

PURPOSE

Pender County is soliciting Statements of Qualifications from NC licensed engineering firms to provide the design, engineering, permitting and construction administration for a design-bid-build construction project for expansion of a County Park. This project is for the completion of Phase 4 at the Kiwanis Park located at 586 Sloop Point Road, Hampstead, NC 28443. This expansion phase will include two (2) multipurpose fields, six (6) tennis courts, four (4) pickleball courts, two (2) outdoor basketball courts, a multi-use path (2000 linear feet), a playground, a lawn game area, a picnic shelter/restroom facility, and parking.

SCHEDULE

Advertisement of RFQ	April 24, 2023
Deadline for Questions	May 1, 2023 by 2:00pm
Deadline for receipt of SOQs	**May 17, 2023 by 2:00pm**
Interviews (if needed)	May 22-24, 2023
Board of Commissioners Meeting	June 19, 2023
Desired Effective Date	Negotiations complete prior to BOCC meeting

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

ADDRESS

Pender County Finance Department
ATTN: Trisha Newton, Purchasing Manager
By Mail: PO Box 1578, Burgaw NC 28425
By Courier: 805 S. Walker Street, Burgaw NC 28425
Electronic copy: purchasing@pendercountync.gov

INSTRUCTIONS

This RFQ and related documents may be obtained on the County website at www.pendercountync.gov. Click on "I Want To…", scroll down to "Open RFQ's and Bids". SOQ should be presented in the general format specified below:

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, please 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.

SOQs 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 above prior to the deadline for consideration. The electronic proposal may be provided on a USB drive or emailed to purchasing@pendercountync.gov. Any proposals received after the deadline will not be considered and shall be retained as documentation for the RFQ file. **Pender County encourages all qualified businesses, including DBE, Minority, and Women owned and operated businesses to respond to this RFQ.**

OVERVIEW

Hampstead Kiwanis Park is located less than 1 mile off Highway 17, which is the main artery in Eastern Pender County. This Park was a vision that formed a partnership between Pender County and Hampstead Kiwanis Park, Inc., (HKP, Inc) who were the benefactor of a donation of 80-acres. Over the past eighteen (18) years, with assistance from Parks and Recreation Trust Fund grants, 54.37 acres has been developed into a multi-generational park.

According to The North Carolina Office of State Budget and Management (OSBM), Pender County has consistently been ranked within the top twelve (12) counties with the fastest growth rate in the State for over a decade and many of those years has been ranked in the top five (5). According to Pender County Government statistics over the last decade new home construction has increased 569%. A large majority of these new homes are on the east side of Pender County in the Topsail Township. OSBM projects in 2030, the permanent population of Pender County will be 72,153 people. This is an increase of 19.8% or 11,950 people from the 2020 Census population. Therefore, real estate developers are actively pursuing land acquisition for residential and commercial development across Pender County, especially for new subdivisions in Eastern Pender County.

The expansion of Hampstead Kiwanis Park was supported by input obtained for the 2022-2032 Pender County Comprehensive Parks and Recreation Master Plan both through the public survey and public meetings. This Park services the four (4) communities that comprise Eastern Pender County. When we combine the survey and public meeting data from these communities, walking/jogging/hiking trails tops the list as the most needed recreation amenity. Multi-purpose fields, outdoor basketball courts, tennis courts, pickleball courts, picnic shelters, and open green space all ranked high on the list of needed recreation amenities.

HKP, Inc. has generously offered to donate the 26+- acres for the development of Phase 4 of Hampstead Kiwanis Park. This phase has significant potential to address the continued growth in Eastern Pender County, particularly in the Topsail Township, for years to come. The project has been partly funded by a PARTF grant and has an approved budget of $2 million dollars. This means that PARTF grant compliance and reporting requirements apply and awarded firm will be expected to coordinate and participate in grant compliance.

An image of the plans that have been produced are included at the end of this RFQ. Respondents should email purchasing@pendercountync.gov requesting the full digital file which includes the site plan and wetlands delineation sketch.

SCOPE OF SERVICES

The selected Firm will provide:

1. Guidance on project requirements as related to regulatory requirements and steps for completion and grant compliance.
2. Evaluation of preliminary project design goals and an updated budget.
3. Final design and required engineering, working closely with the County, specifically to achieve project goals, fit inside of the approved budget and timeline for the project
4. Construction drawings and specifications
5. Permitting for the project
6. Assistance preparing bid packages and Invitations to Bid and awards to subcontractors
7. Site inspection as needed through completion

The project budget is $2,000,000 and completion is required by September 2025.

ADDITIONAL REQUIREMENTS

1.**Contract:** This RFQ 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.

2. **Insurance:** Provide a copy of a certificate of insurance which identifies current levels of professional liability insurance.

3. **Proposal Form:** Please complete and return Attachment 1 included here with submission.

4. **Certification Regarding Suspension and Debarment:** Please complete and return Attachment 2 included here with submission.

4. **Non-Collusion Affidavit:** Please complete and return Attachment 3 included here with submission.

RFQ PROVISIONS

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

2. The County reserves the right to amend, at any time, any part of this RFQ upon written notification to Proposers; and to change any of the scheduled dates, including the SOQ due date. All changes will become part of this RFQ and will be incorporated into the agreement entered between the County and the Proposer.

3. SOQs should be prepared providing a straightforward description of the vendor's ability to meet the requirements of this RFQ. 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 SOQs or submissions related to this RFQ.

5. All materials submitted with the SOQ become the property of the County and may be returned only at the discretion of the County Finance Director and Purchasing Manager.

6. By submitting a SOQ, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFQ and is capable of providing and performing quality work to achieve the County objectives.

7. The Proposer accepts full responsibility for assuring the prompt and timely submission of the SOQ. The County will make no allowances for late delivery of mail. The SOQ may be hand-delivered or by courier to the physical location specified in the "**SCHEDULE**" section.

8. If a Proposer requires to take exception to any part of the specifications of this RFQ, please include a letter stating any exceptions along with a thorough explanation. All exceptions will be taken into consideration when evaluating and scoring proposals.

9. The County reserves the right to reject any or all SOQs received or to negotiate separately with competing Proposers to this RFQ and to award a contract based on services other than those set forth in this RFQ. After reviewing the proposals, the County may elect to withdraw the RFQ, make changes, waive technicalities, and issue a modified RFQ in any part thereof deemed to be in the best interest of the County.

10. 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 SOQ by providing a list as an attachment to the RFQ. 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 RFQ 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 RFQ 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 RFQ 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 RFQ 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 RFQ Provisions above, the County requires adherence to the general purchase order Terms & Conditions that can be found at:

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

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 RFQ, 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.

EVALUATION AND SELECTION

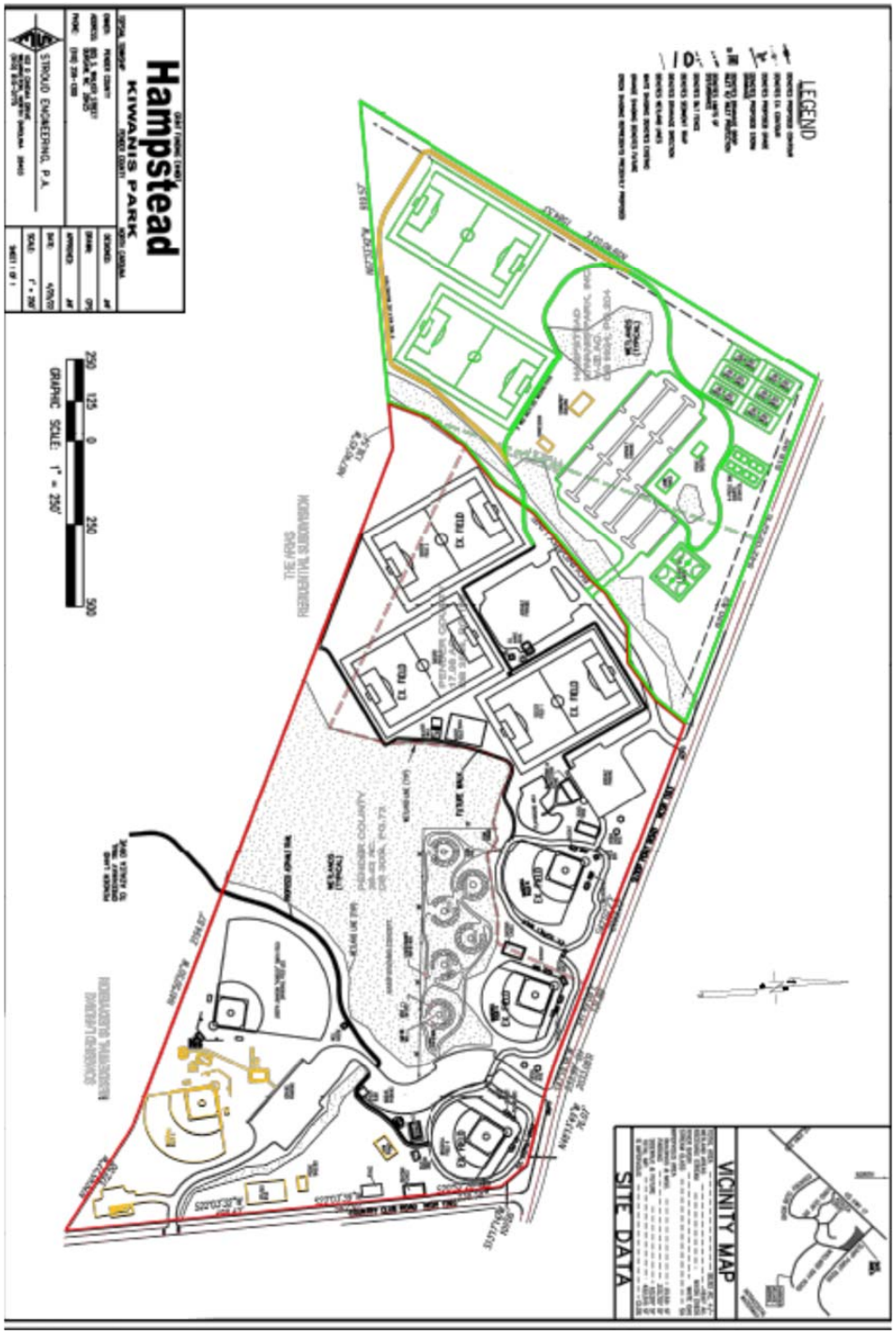
The selection process will be based on the responses to this RFQ. A committee comprised of members of County Staff and/or other stakeholders in this project will provide a recommendation to the Board of County Commissioners for award of this contract. Recommendations will be made based on the following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

Completeness of Proposal – demonstrated competence related to scope	15 %
Experience with Similar Contracts – On time and within budget	35 %
Cost and/or Price Structure – ability to adhere to and control budget parameters	15 %
References – Prior experience and performance with Pender County or similar	35 %

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.

SITE PLAN


Hampstead
KIWANIS PARK
STROUD ENGINEERING, P.A.
LEGEND
GRAPHIC SCALE: 1" = 250'
SITE DATA
VICINITY MAP

ATTACHMENT 1

PROPOSAL FORM – Pender County RFQ # _____

To the County of Pender, North Carolina:

By submitting a response to this Request for Qualifications, the responding firm represents that it has read and understands the Scope of Work and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the contract work.

I have carefully examined the Request for Qualifications and any other documents, to include addenda, accompanying or make a part of this Request for Qualifications to perform the necessary services.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Healthcare Provider as its act and deed and that the Healthcare Provider is ready, willing and able to perform if awarded the contract.

I hereby acknowledge receipt of any Addenda issued by County. It is the responsibility of the Provider to ensure that all addenda have been received.

Addenda No. _____ dated _____

Addenda No. _____ dated _____

Company Name: _____

Address: _____

City/State/Zip:_____

Phone/Fax: _____

Email: _____

Authorized Signature: _____ Date: _____

Printed Name: _____

ATTACHMENT 2

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name: _____

Address: _____

City/State/Zip:_____

Signature: _____

Title: _____

Date: _____

ATTACHMENT 3

NON-COLLUSION AFFIDAVIT

The firm submitting a Proposal, under penalty of perjury under the laws of the United States, certifies that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract.

By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any collusion has been offered, accepted, or promised by any employees of your organization.

FIRM NAME:_____

BIDDER/RESPONDING REPRESENTATIVE:

_____ _____

Print Title

_____ _____

Sign Date

Pender County
Consideration of Approval of a Contract for Design, Engineering and Construction Administration for Central Pender Park

TO:	Board of County Commissioners
FROM:	Zach White, Dee Turner
DATE:	June 19, 2023
SUBJECT:	Consideration of Approval of a Contract for Design, Engineering and Construction Administration for Central Pender Park

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

On April 24th, the County advertised a Request for Qualifications for a design firm to provide design, engineering and construction administration to complete the project. The project budget of $2.825 million was advertised along with a completion deadline of September 2025. One firm, McGill Associates, responded to the RFQ and was interviewed by County Staff to further validate their qualifications. McGill's Statement of Qualifications and references were impressive and they come highly recommended. This gave County Staff confidence in recommending them to the BOCC for approval of their contract.

ACTION REQUESTED:
Approve a contract and subsequent Purchase Order with McGill Associates in the amount of $327,000.00 to be paid from 60-404505-6027.

REQUEST FOR QUALIFICATIONS

Pender County Finance
PO Box 1578
805 S. Walker Street
Burgaw, NC 28425

Park Design, Engineering and Construction Administration – Central Pender Park Phase 1

RFQ# 23-242

Issued: **04/24/2023**
Responses Due: **05/17/2023 at 2:00pm**

Contact: Trisha Newton, Purchasing Manager
Phone: 910.259.1281
Email: purchasing@pendercountync.gov

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OVERVIEW 5
SCOPE OF SERVICES 6
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SITE PLAN 11

GENERAL INFORMATION

Pursuant to N.C. G.S. 143-64.31, Pender County Government is seeking Statements of Qualifications ("SOQ") from a firm to conduct the professional services as described in the Scope of Services section of this Request for Qualifications ("RFQ").

Pender County Government will be accepting responses from experienced firms interested in providing these services according to the schedule and instructions to follow. A written record of all questions and answers will be provided by email to all Proposers who have notified the County of their intent to submit a Statement of Qualifications, as well as on the County website. Questions about this RFQ shall be directed to Trisha Newton, Purchasing Manager, purchasing@pendercountync.gov. Answers to questions will be provided via an addendum as soon as possible thereafter. Firms who intend to respond to this RFQ, may provide an email address for updates as a courtesy. However, Proposers are ultimately responsible for monitoring the Pender County website for Addenda. Submissions must be sealed. There will not be a public bid opening.

PURPOSE

Pender County is soliciting Statements of Qualifications from NC licensed engineering firms to provide the design, engineering, permitting and construction administration for a design-bid-build construction project for expansion of a County Park. This project is for the completion of Phase 1 at the Central Pender Park located just north of the intersection of Old Savannah Rd & Hwy 117, on the east side of Hwy 117 (3378 N US Hwy 117, Burgaw, NC 28425). This is a 60 acre tract that has not been developed, however some site planning and initial survey work has been performed. Funding for this park is through PARTF Grant and County Funds and will include the construction of site utilities, restroom/concession stand, picnic shelter, playground, (4) multi-purpose fields with lights, multi-use path and parking lot.

SCHEDULE

Advertisement of RFQ	April 24, 2023
Deadline for Questions	May 1, 2023 by 2:00pm
Deadline for receipt of SOQs	**May 17, 2023 by 2:00pm**
Interviews (if needed)	May 22-24, 2023
Board of Commissioners Meeting	June 19, 2023
Desired Effective Date	Negotiations complete prior to BOCC meeting

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

ADDRESS

Pender County Finance Department
ATTN: Trisha Newton, Purchasing Manager
By Mail: PO Box 1578, Burgaw NC 28425
By Courier: 805 S. Walker Street, Burgaw NC 28425
Electronic copy: purchasing@pendercountync.gov

INSTRUCTIONS

This RFQ and related documents may be obtained on the County website at www.pendercountync.gov. Click on "I Want To…", scroll down to "Open RFQ's and Bids". SOQ should be presented in the general format specified below:

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, please 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.

SOQs 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 above prior to the deadline for consideration. The electronic proposal may be provided on a USB drive or emailed to purchasing@pendercountync.gov. Any proposals received after the deadline will not be considered and shall be retained as documentation for the RFQ file. **Pender County encourages all qualified businesses, including DBE, Minority, and Women owned and operated businesses to respond to this RFQ.**

OVERVIEW

The concept of Central Pender Park was supported by input obtained for the 2022-2032 Pender County Comprehensive Parks and Recreation Master Plan both through the public survey and public meetings. This Park will provide service for the ten (10) communities that make up rural Western Pender County. Currently these communities, and specifically youth sports leagues, utilize Pender Memorial Park. Due to the growth of the county, additional park resources are necessary to provide the facilities required of Pender County's growing citizenry.

Central Pender Park will begin to help alleviate the overcrowding of 26-acre Pender Memorial Park, located in the far southwest corner of the Burgaw town limits, as well as offer recreational amenities not available at the existing park. The construction of the four (4) multipurpose fields at Central Pender Park would give soccer and football adequate space, while affording baseball/softball the ability to use fields in the Fall at Pender Memorial Park that previously were not available to them.

Expansion of Pender Memorial Park was considered as an option, but there is not enough suitable, available land adjacent for all the facilities needed to be developed. The 60-acre property proposed for Central Pender Park is large enough to accommodate the recreation facilities as determined by analyzing public input and existing participation data. This property has great potential with the investment of PARTF funds to provide more recreational amenities to address the continued growth in western Pender County for years to come. This means that PARTF grant compliance and reporting requirements apply and awarded firm will be expected to coordinate and participate in grant compliance.

SCOPE OF SERVICES

The selected Firm will provide:

1. Guidance on project requirements as related to regulatory requirements and steps for completion and grant compliance.
2. Evaluation of preliminary project design goals and an updated budget.
3. Final design and required engineering, working closely with the County, specifically to achieve project goals, fit inside of the approved budget and timeline for the project
4. Construction drawings and specifications
5. Permitting for the project
6. Assistance preparing bid packages and Invitations to Bid and awards to subcontractors
7. Site inspection as needed through completion

The project budget is $2,825,000 and completion is required by September 2025.

ADDITIONAL REQUIREMENTS

1.**Contract:** This RFQ 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.

2. **Insurance:** Provide a copy of a certificate of insurance which identifies current levels of professional liability insurance.

3. **Proposal Form:** Please complete and return Attachment 1 included here with submission.

4. **Certification Regarding Suspension and Debarment:** Please complete and return Attachment 2 included here with submission.

4. **Non-Collusion Affidavit:** Please complete and return Attachment 3 included here with submission.

RFQ PROVISIONS

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

2. The County reserves the right to amend, at any time, any part of this RFQ upon written notification to Proposers; and to change any of the scheduled dates, including the SOQ due date. All changes will become part of this RFQ and will be incorporated into the agreement entered between the County and the Proposer.

3. SOQs should be prepared providing a straightforward description of the vendor's ability to meet the requirements of this RFQ. 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 SOQs or submissions related to this RFQ.

5. All materials submitted with the SOQ become the property of the County and may be returned only at the discretion of the County Finance Director and Purchasing Manager.

6. By submitting a SOQ, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFQ and is capable of providing and performing quality work to achieve the County objectives.

7. The Proposer accepts full responsibility for assuring the prompt and timely submission of the SOQ. The County will make no allowances for late delivery of mail. The SOQ may be hand-delivered or by courier to the physical location specified in the "**SCHEDULE**" section.

8. If a Proposer requires to take exception to any part of the specifications of this RFQ, please include a letter stating any exceptions along with a thorough explanation. All exceptions will be taken into consideration when evaluating and scoring proposals.

9. The County reserves the right to reject any or all SOQs received or to negotiate separately with competing Proposers to this RFQ and to award a contract based on services other than those set forth in this RFQ. After reviewing the proposals, the County may elect to withdraw the RFQ, make changes, waive technicalities, and issue a modified RFQ in any part thereof deemed to be in the best interest of the County.

10. 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 SOQ by providing a list as an attachment to the RFQ. 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 RFQ 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 RFQ 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 RFQ 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 RFQ 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 RFQ Provisions above, the County requires adherence to the general purchase order Terms & Conditions that can be found at:

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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 RFQ, 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.

EVALUATION AND SELECTION

The selection process will be based on the responses to this RFQ. 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:

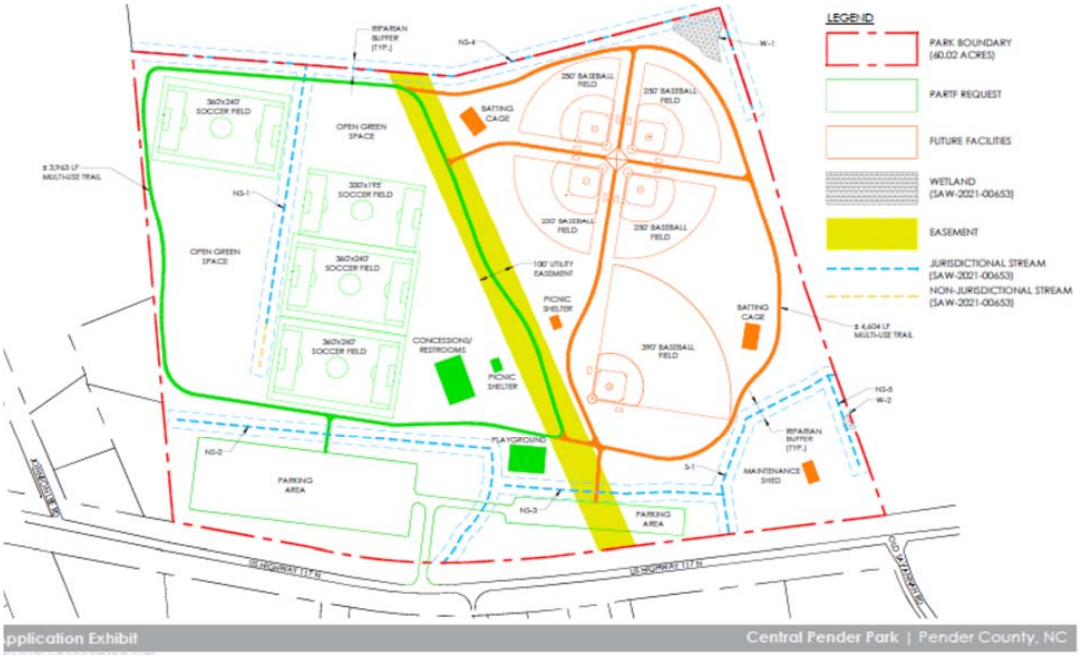
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Experience with Similar Contracts – On time and within budget	35 %
Cost and/or Price Structure – ability to adhere to and control budget parameters	15 %
References – Prior experience and performance with Pender County or similar	35 %

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.

SITE PLAN

Phase 1 of the park is shown in green below.



-- END OF RFQ--

ATTACHMENT 1

PROPOSAL FORM – Pender County RFQ # _____

To the County of Pender, North Carolina:

By submitting a response to this Request for Qualifications, the responding firm represents that it has read and understands the Scope of Work and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the contract work.

I have carefully examined the Request for Qualifications and any other documents, to include addenda, accompanying or make a part of this Request for Qualifications to perform the necessary services.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Healthcare Provider as its act and deed and that the Healthcare Provider is ready, willing and able to perform if awarded the contract.

I hereby acknowledge receipt of any Addenda issued by County. It is the responsibility of the Provider to ensure that all addenda have been received.

Addenda No. _____ dated _____

Addenda No. _____ dated _____

Company Name: _____

Address: _____

City/State/Zip:_____

Phone/Fax: _____

Email: _____

Authorized Signature: _____ Date: _____

Printed Name: _____

ATTACHMENT 2

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name: _____

Address: _____

City/State/Zip:_____

Signature: _____

Title: _____

Date: _____

ATTACHMENT 3

NON-COLLUSION AFFIDAVIT

The firm submitting a Proposal, under penalty of perjury under the laws of the United States, certifies that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract.

By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any collusion has been offered, accepted, or promised by any employees of your organization.

FIRM NAME:_____

BIDDER/RESPONDING REPRESENTATIVE:

_____ _____

Print Title

_____ _____

Sign Date

Pender County

Park Design, Engineering, and Construction Administration – Central Pender Park, Phase 1 (RFQ #23-242)





Shaping Communities Together®



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PREPARED FOR

Trisha Newton, Purchasing Manager
Pender County Finance
805 South Walker Street
Burgaw, NC 28425

PREPARED BY

McGill Associates, PA
712 Village Road SW, Suite 103
Shallotte, NC 28470
910.755.5872
mcgillassociates.com

ATTACHMENT 1

PROPOSAL FORM – Pender County RFQ # 23-242

To the County of Pender, North Carolina:

By submitting a response to this Request for Qualifications, the responding firm represents that it has read and understands the Scope of Work and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the contract work.

I have carefully examined the Request for Qualifications and any other documents, to include addenda, accompanying or make a part of this Request for Qualifications to perform the necessary services.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Healthcare Provider as its act and deed and that the Healthcare Provider is ready, willing and able to perform if awarded the contract.

I hereby acknowledge receipt of any Addenda issued by County. It is the responsibility of the Provider to ensure that all addenda have been received.

Addenda No. _____ dated _____

Addenda No. _____ dated _____

Company Name: McGill Associates, PA (McGill)

Address: 712 Village Road SW, Suite 103

City/State/Zip: Shallotte, NC 28470

Phone/Fax: 910.755.5872 (P) / 910.755.5875 (F)

Email: mike.norris@mcgillassociates.com

Authorized Signature: _____ Date: 5/17/2023

Printed Name: Mike Norris, PLA

May 17, 2023

Trisha Newton, Purchasing Manager
Pender County Finance
805 South Walker Street
Burgaw, NC 28425

RE: Statement of Qualifications
Park Design, Engineering, and Construction Administration – Central Pender Park, Phase 1 (RFQ #23-242)

Dear Trisha Newton:

McGill understands that Pender County is in need of park design, engineering, and construction administration for Phase 1 of Central Pender Park. With the growing demand of recreational amenities in this area of the County, Pender has responded with a park expansion to provide additional athletic fields. As you review our proposal, please consider the following points:

- **Proximity and Familiarity:** Our team is familiar with Pender County and the surrounding area. McGill has worked in over 12 coastal communities — including the recent System-Wide Recreation Master Plan for Pender County — in the past 5 years. In addition to this experience, our team has a strong understanding of the parks and recreational amenities desired, as well as the design, permitting, and construction needs for implementing these improvements.
- **Experienced Team:** Our team has decades of recreation planning and design experience and is comprised of planners, landscape architects, engineers, environmental specialists, experienced facilitators, and public engagement specialists. Our staff has a deep bench of talented staff.
- **Unique Approach:** McGill has also assisted many of our clients with the grant process to help fund the implementation of various park recommendations. We have the resources needed to not only assist in planning and funding needs but also to provide the services necessary to carry out the improvements, including environmental services (led by McGill with assistance from the Davey Group), surveying (led by Coastal Geomatics, PLLC), architectural (led by Acanthus Design Group), geotechnical engineering (led by ECS Southeast, LLP), transportation engineering (led by Davenport), electrical engineering, stormwater, and construction services.

McGill is well positioned to assist Pender County in achieving its recreation and parks goals and objectives. Please do not hesitate to reach to us via email at email at mike.norris@mcgillassociates.com or by phone at 910.755.5872. Thank you for your consideration.

Sincerely,
MCGILL ASSOCIATES, PA

MIKE NORRIS, PLA
Director of Land Planning and Recreation

01 | Introduction

Shaping Communities Together®

Contacts



Michael Norton, PE

Principal / Shallotte Office Manager
michael.norton@
mcgillassociates.com



Mike Norris, PLA

Director of Parks and Recreation
mike.norris@
mcgillassociates.com

Local Office

712 Village Road SW, Suite 103
Shallotte, NC 28470
910.755.5872

Office Locations



How We're Different

McGill serves public and private clients throughout the Southeast. The range and depth of McGill's expertise includes a wide spectrum of engineering services, land planning and recreation, as well as consulting services.

Our foundation is built on creating comprehensive solutions in a personal way. Collaboration is the key to our success and clients are an integral part of every project at McGill. By building lasting relationships with communities, we understand our clients' visions and project goals. Our dedicated project team focuses on delivering a customized solution for each unique community.

We help our clients identify challenges, formulate responsive solutions, and manage successful project completion. Through partnership, we shape the best results for each client and community.

What We Do

- Land Planning and Recreation
- Water and Wastewater
- Civil Engineering
- Water Resources
- Solid Waste
- Electrical Engineering
- Mechanical, Electrical, and Plumbing
- Construction Administration
- Environmental
- Consulting Services

Subconsultants

Address
3805 Wrightsville Avenue, Suite 15
Wilmington, NC 28403

Services
Environmental

The Davey Group

Contact: Christian Preziosi, Environmental Consultant; cpreziosi@lmgroup.net; 910.452.0001

The Davey Group (Davey Group) was incorporated in April of 1991 as a full-service environmental firm comprised predominantly of soil scientists, wetland biologists, and geologists. Davey Group provides a full range of environmental services.

Address
5041 Main Street, Unit 3
Shallotte, NC 28470

Services
Surveying

Coastal Geomatics, PLLC

Contact: Chris Stanley, Owner / Manager; chris@coastalgeomatics.com; 910.356.1800

The mission at Coastal Geomatics is simple: to provide high-quality services for its valued clients. The Coastal Geomatics team goes above and beyond to cater to each project's specific needs. Through open communication and exceptional service, clients find what they are looking for with the firm's land surveying and mapping services.

Address
12 South Lexington Avenue, Unit 303
Asheville, NC 28801

Services
Architecture

Acanthus Design Studio

Contact: Chris Goodwin, Principal Architect; cgoodwin40@charter.net; 828.252.7640

Acanthus Design Studio (Acanthus) is a small, full-service, design-oriented architecture firm with a strong background in codes and regulations. Acanthus was established on January 1, 2000, by Chris Goodwin and Adina Goodwin. Acanthus has worked with McGill on many similar architectural design projects for park facilities.

Address
6714 Netherlands Drive
Wilmington, NC 284065

Services
Geotechical

ECS Southeast, LLP

Contact: Winslow Goins, PE, Principal Engineer; wgoins@ecslimited.com; 910.686.9114

ECS Southeast, LLP (ECS) is a premier provider of geotechnical engineering, construction materials testing, environmental consulting, and facilities engineering services across the Carolinas, Tennessee, Georgia, and Alabama.

Address
5917 Oleander Drive, Suite 206
Wilmington, NC 28402

Services
Traffic studies

Davenport

Contact: Don Bennett, PE, Senior Transportation Engineer;
dbennett@davenportworld.com; 910.550.3741

Davenport, founded in 2002, is an engineering, design, and consulting firm dedicated to providing excellent service and optimal value to our clients. From the beginning as a traffic engineering firm, Davenport has continued to grow and evolve services to benefit clients.

Team Overview

Our goal in assembling the proposed team outlined below is matching the individual and team qualifications with the expertise and experience appropriate for this project. Our comprehensive project team approach is particularly appropriate for projects where coordination, scheduling, and efficiency are important considerations.

- McGill
- Davey Group
- Coastal Geomatics
- Acanthus
- ECS
- Davenport



Michael Norton, PE
Principal / Shallotte Office Manager



Alex Lapinsky, PE
Client Liaison

PARK DESIGN



Mike Norris, PLA
Director of Land Planning and Recreation



Carrie Cranwill, PLA, EI
Project Manager

ENVIRONMENTAL



Jon Swaim
Project Manager



Christian Preziosi
Environmental Scientist

GEOTECHNICAL



Winslow Goins, PE
Principal Engineer

TECHNICAL DESIGN



Tom Mannino, PE
Project Manager

SURVEYING



Chris Stanley, PLS
Owner / Manager

TRANSPORTATION



Don Bennett, PE
Senior Transportation Engineer

ELECTRICAL



Nick Huffman, PE
Electrical Practice Area Leader

ARCHITECTURE



Chris Goodwin, AIA
Principal Architect



Education

MS, Business Administration, East Carolina University

BS, Mechanical Engineering, North Carolina State University

Professional Association

- SESWA

Years of Experience

30

Michael Norton, PE

Principal / Shallotte Office Manager

Michael Norton is a lifelong resident of southern Brunswick County. He has many years of professional engineering and management experience in the public utilities industry and private engineering sector. Michael has extensive training and experience in project management, business planning, site and infrastructure planning, and cooperative efforts with regulatory, public, and private entities. His training and skills have allowed him to be successful in the planning, design, and implementation of numerous assignments, including electric power plant outage projects, regional electrical distribution system installations and replacements, major environmental permitting and land use assessments, as well as commercial, residential, industrial, and municipal site development and infrastructure activities.

Professional Licensure

PE: NC #025856, SC #23041

Related Experience

- Taylor Field Park Master Plan and Phase 1, City of Southport
- Town Center Park, Town of Ocean Isle Beach
- Brunswick Waterway Park, Brunswick County
- Smithville Park Improvements, Brunswick County



Education

BS, Civil Engineering Technology, University of Pittsburgh at Johnstown

Years of Experience

43

Specializations

- Project management
- Client communication
- Park design
- Construction administration

Alex Lapinsky, PE

Client Liaison

With over 43 years of experience, Alex Lapinsky brings extensive interpersonal skills and engineering knowledge to the team and maintains critical thinking skills that are essential to providing competent and accurate engineering services. Always willing to learn new skills and techniques, he is practiced in multiple civil engineering services, including feasibility studies, environmental assessments, conceptual engineering reports, site selection and analysis studies, site utilities design, wetland mitigation, traffic control and circulation, curbing and sidewalks, site lighting, stormwater management, soil erosion and sedimentation control, underground fuel storage and distribution, highway design, and water and wastewater systems. Alex assists with projects from start to finish, from design to permitting and construction administration. He is an ambitious person who works well under pressure, prioritizes effectively, and follows through on commitments.

Professional Licensure

PE: NC #042192, PA #PE032708E

Related Experience

- Town Center Park, Town of Ocean Isle Beach
- Smithville Park Improvements, Brunswick County



Education

BLA, North Carolina State University

BA, Environmental Design in Architecture, North Carolina State University

Years of Experience

26

Professional Association

- NCRPA

Mike Norris, PLA

Director of Land Planning and Recreation

Mike Norris is an award-winning landscape architect with extensive experience in landscape and gateway design services. His experience includes projects of all sizes, working with community groups, municipal staff, city and county boards, and special interest groups to gain approval for a multitude of projects. Mike aims to maintain cultural, historical, and sustainable aspects in each of his design endeavors. He embraces the full-circle concept and strives to create designs that satisfy the needs of the stakeholders, users, and owners. Under Mike's leadership, the land planning and recreation team has won several awards for landscape architecture projects.

Professional Licensure

PLA: NC #1048, SC #1016

Related Experience

- Taylor Field Park Master Plan and Phase 1, City of Southport
- Town Center Park, Town of Ocean Isle Beach
- Wildwood Park Improvements, City of Greenville
- Parks and Recreation Comprehensive Master Plan Update, Pender County
- Brunswick Waterway Park, Brunswick County



Education

BS, Landscape Architecture, University of Georgia

BS, Civil Engineering, North Carolina Agricultural and Technical State University

Years of Experience

31

Carrie Cranwill, PLA, EI

Project Manager

Carrie Cranwill has over 31 years of experience in land development for public and private projects. She has experience with project management, site investigation, site planning, construction documents, engineering design, permitting, construction observation, and graphics renderings for planning and construction projects. Carrie has performed a variety of tasks associated with parks and recreation, educational facilities, medical facilities, industrial sites, and site development associated with business parks, commercial centers, and residential neighborhoods. She brings a unique blend of landscape architectural and civil engineering skills to her projects.

Professional Licensure

PLA: NC #915, VA #0406001727; EI: NC #A-19104

Related Experience

- Taylor Field Park Master Plan and Phase 1, City of Southport
- Town Center Park, Town of Ocean Isle Beach
- Brunswick Waterway Park, Brunswick County
- Price Landing Park Design, Town of Shallotte
- Whitaker Property Park Development, Town of Oak Ridge



Education

BS, Civil Engineering,
University of Miami

Years of Experience

10

Specializations

- Design support
- Civil engineering
- Private and public projects
- Client management

Tom Mannino, PE

Project Manager

Tom Mannino has ten years of experience, including seven years practicing in civil engineering for a wide range of private and public projects in Florida. He oversees work on site development projects for McGill, providing site planning and master planning; stormwater, erosion control, and pavement design and calculations; water distribution system design and analysis; and sewage collection, transmission, and lift station design calculations and analysis.

Professional Licensure

PE: NC #050548, SC #39431, VA #064218, FL #86377

Related Experience

- Price Landing Park Design, Town of Shallotte
- Founders Park Site Development Plans and Master Stormwater Plan Update, Town of Leland
- Fountain Park Site Assistance, D.R. Horton, Asheville
- Eagle Park, Aspire Global Ventures, Belmont
- Beaverdam Industrial Park Site 4, Haywood County



Education

BS, Electrical Engineering,
North Carolina State University

BS, Computer Engineering,
North Carolina State University

Professional Association

- IEEE Power and Energy Society

Years of Experience

19

Nick Huffman, PE

Electrical Practice Area Leader

Nick Huffman has spent much of his career tackling complicated electrical engineering projects. With 19 years of experience — 16 of which with McGill — he is energized by providing electrical solutions to a variety of clients. As the McGill Electrical Practice Area Leader, Nick demonstrates strong leadership for the firm's electrical engineering team and ensures the highest quality end products for clients. He is skilled at working with multiple moving pieces in a project, but doing so in a manner that does not disrupt service to our clients and that results in successful projects. Nick is highly analytical, which allows him to analyze a situation, problem, or task, and quickly find solutions.

Professional Licensure

PE: NC #036840, TN #114460, SC #35652, VA #059110

Related Experience

- Cannon Park Community Center, Village of Pinehurst
- Town Creek Park Improvements, Brunswick County
- Whitaker Property Park Development, Town of Oak Ridge
- Courthouse Park Improvements, Alexander County
- Muse Park Redevelopment, City of Boiling Spring Lakes



Education

MS, Aquaculture, Wildlife, and Fisheries Biology, Clemson University

BS, Industrial Technology, Appalachian State University

Professional Association

- SESWA

Years of Experience

15

Jon Swaim

Project Manager

Jon Swaim has more than 15 years of experience performing wetland and waters delineations, stream assessments, and erosion control inspections for numerous land development projects across North Carolina. In addition, he has experience as an environmental health specialist, guiding the public through residential and commercial septic and well permitting processes. Jon specializes in aquatic resources field reconnaissance, data collection, and report writing. He has prepared 404 and 401 permit applications, as well as National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA) documents, and has written environmental assessments. Jon is also responsible for performing field reconnaissance for phase 1 Environmental Site Assessment (ESA) and writing reports submitted to clients following ASTM-1527 guidelines.

Related Experience

- Wildwood Park Improvements, City of Greenville
- Hollybrook Property Park, Town of Wendell
- Taylor Field Park Phase 1, City of Southport
- Oxford Athletic Park, City of Oxford
- Lake Reidsville Park, City of Reidsville



Education

MS, Marine Biology, University of North Carolina at Wilmington

BS, Biology, St. Lawrence University

BS, Anthropology, St. Lawrence University

Professional Associations

- NAEP
- NCEP

Christian Preziosi

Environmental Scientist at Davey Group

Christian Preziosi's duties include groundwater hydrologic assessments and modeling, vegetation surveys, NEPA and SEPA documentation, and mitigation plan development and implementation. He has performed and overseen several coastal biological monitoring programs that include marsh habitat mitigation, bird surveys, and beachfront macro-invertebrate sampling. Christian routinely prepares wetland mitigation plans in compliance with current rules and guidelines. Christian completed his training in Stream Classification and Assessment and Stream Restoration Design Principles (North Carolina Stream Restoration Institute). He also has completed continuing education in advanced hydric soils and hardwood forest restoration. By way of continuing education and applied project experience, Christian possesses a thorough knowledge of the mitigation process from site selection through construction and monitoring.

Related Experience

- Town Center Park, Town of Ocean Isle Beach
- Battle Park, New Hanover County
- Timber Lane / Pickett Road Force Main Replacement, Brunswick County
- Wrightsville Beach Elementary School, New Hanover County Schools
- Mason Inlet Relocation Project Bird Monitoring, New Hanover County



Specializations

- Boundary surveys
- Utility route surveys
- Topographic surveys
- Wetland delineation surveys
- Easement surveys
- GIS data acquisition
- Construction staking

Chris Stanley, PLS

Owner / Manager at Coastal Geomatics

Chris Stanley has over 25 years of experience in the surveying industry in both the private and public sectors. He has provided boundary, topographic, wetland, as-built, highway construction, site construction staking, subdivision development, annexation surveys, legal descriptions, title research, easement acquisition, beach monitoring, and hydrographic surveys. Chris has performed numerous Coastal Area Management Act (CAMA) surveys and is very familiar with the permitting process. He has an extensive background with AutoCAD Civil 3D Software, allowing for the collection of raw field data and efficiently translate the data into then usable information necessary for civil engineering design.

Professional Licensure

PLS: NC #3387

Related Experience

- Founders Park, Town of Leland
- Price Landing Park, Town of Shallotte
- Mulberry Park, Town of Shallotte,
- Town Center Park, Town of Ocean Isle Beach
- Holden Beach Pier Boundary and As-built Survey, Town of Holden Beach



Education

BA, Architecture, California State Polytechnic University

Years of Experience

37

Specializations

- Architecture
- Code requirements
- Design requirements
- Residential structures

Chris Goodwin, AIA

Principal Architect at Acanthus

Since completing college in 1986, Chris Goodwin has acquired over 37 years of experience in architectural design. Prior to founding Acanthus Design Studio, He spent eight years working in California before accepting a position with CMA Group, a church design firm in Asheville, North Carolina in 1994. Chris' experience has spanned a variety of work from residential to high-rise structures in Downtown Los Angeles. He has worked in nine states and has completed a few projects in Honduras, which has exposed him to many types of codes and design requirements. **Chris has worked with McGill for more than 20 years on architectural design projects, including park buildings, industrial buildings, and local government centers.**

Professional Licensure

RA: NC #7915

Related Experience

- Town Center Park, Town of Ocean Isle Beach
- Courthouse Park, Phase 1, Alexander County
- Rocky Face Park, Alexander County
- Stinger Park, City of Bessemer City
- EMS Facility, Cherokee County



Education

BS, Civil Engineering, North Carolina State University

Specializations

- Subsurface investigation
- Deep foundation design
- Materials testing
- Inspection services

Winslow Goins, PE

Principal Engineer at ECS

Winslow Goins' experience includes subsurface investigations for shallow and deep foundations, pile installations, post tensioning inspections, construction testing, and inspection services. He has performed hundreds of geotechnical explorations. Winslow has determined field exploration requirements, evaluated subsurface test data, and prepared geotechnical recommendations. He has extensive experience with standard penetration testing, dilatometer testing, electronic cone penetration testing, and geophysical methods of site exploration. Winslow has also been involved in numerous projects testing the integrity of piles with the Pile Integrity Tester (PIT) and the capacity of piles with Pile Dynamic Analyzer (PDA).

Professional Licensure

PE: NC #033751, SC #26758, VA #044658, GA#PE033421

Related Experience

- Taylor Field Park, City of Southport
- Robert Muse Memorial Park, City of Boiling Springs Lakes
- NHC Echo Farms Park, City of Wilmington
- Holden Beach Park, Town of Holden Beach



Education

BS, Civil Engineering, North Carolina State University

Professional Associations

- NCSITE Signal System Users Group
- Lean Six Sigma Certification

Years of Experience

30

Don Bennett, PE

Senior Transportation Engineer at Davenport

Don Bennett has over 30 years of experience in traffic engineering and project management. He possesses the skillset for traffic impact analysis; traffic signal plan development and review; and traffic signal system timing involving development and implementation.

Professional Licensure

PE: NC #020608

Related Experience

- Brunswick Village Boulevard Extension Impact Evaluation, Town of Leland
- 4922 East Oak Islad Drive, ELNR, Inc, Oak Island
- Northside Park, City of Wilmington
- Beach to Battleship Triathlon, City of Wilmington



Project Understanding

McGill understands that Pender County requires comprehensive services for Phase 1 of Central Pender Park, which spans 60 acres and is strategically situated at the intersection of Old Savannah Road and Highway 117. These services will involve design, engineering, permitting, and construction administration. In addition to four, well-lit multipurpose fields, the planned expansion will include a restroom and concession stand, a picnic shelter, a playground, a multiuse path, and a parking lot.

The development of Central Pender Park has received funding through the North Carolina Park and Recreation Trust Fund (PARTF). The park idea was a significant aspect of the 2022-2032 Pender County Comprehensive Park and Recreation Master Plan, facilitated by McGill. The upcoming Central Pender Park is poised to offer exceptional service to not one, but ten surrounding communities that constitute rural Western Pender County. The growth of the county has created a demand for additional park resources and youth sports leagues in these communities. The facilities required to meet this need are imperative to provide healthy recreational activities for young people.

Central Pender Park will solve the overcrowding at Pender Memorial Park, which is currently in Burgaw's far southwest corner. This exciting development will also provide a range of recreational amenities that are currently unavailable at the existing park. One major benefit of this park is the provision of four multipurpose fields with lighting for night games. The fields offer ample space for soccer and football games, while also allowing baseball and softball teams to use the fields during the Fall season.



Current Central Pender Park condition

Project Approach

1 Preliminary Site Planning

McGill will:

- Prepare appropriate project schedules and coordinate with the County
- Establish and coordinate with the County's leadership regarding the proposed park
- Review any existing project County ordinance and specific design parameters with County staff and appropriate stakeholders
- Hold a work session with County staff to review the Master Plan and proposed improvements and discuss design options and material selection for the proposed recreational elements
- Conduct a thorough field investigation of the project site with County staff and other appropriate parties
- Identify and locate relevant site design parameters and project objectives
- Provide a complete topographical and location survey identifying and locating key natural features and environmental resources for site planning and design activities
- Evaluate grading alternatives to determine the best approach for addressing proposed site amenities and facilities
- Analyze future park elements and infrastructure and their relevance to the current project
- Meet with County staff to evaluate athletic fields, trail, playground, picnic shelter, parking, and restroom building
- Prepare a preliminary site plan with proposed improvements and submit preliminary plans to County staff for preliminary review and comment
- Prepare a preliminary project cost estimate

McGill is Committed to



- **Responsiveness**
- **Open and Honest Communication**
- **Understanding Your Needs**
- **Maintaining Schedule and Budget**

2 Construction Document Phase (60% and 100% Completion)

McGill will:

- Incorporate the County's review comments into a final project drawing and specification document
- Prepare detailed project drawings and specifications for the improvements that are proposed in the preliminary site planning phase
- Coordinate all design activities with County departments, local utilities, regulatory agencies, and others, as appropriate
- Meet, as necessary, with County staff to resolve any problems or questions related to the plans and specifications
- Conduct a page turn meeting with County staff to thoroughly review final plans, specifications, and adjustments prior to bidding
- Assist the County with securing required local, state, and other regulatory approvals pertaining to the project
- Finalize the project drawings and specifications, while addressing client and agency comments
- Produce construction drawings and bid documents for the project to the County in an expeditious manner

3 Construction Bidding and Administration

McGill will prepare complete bidding and construction documents for the project, including:

- Project bid advertisement
- Instruction to bidders
- Bid proposal
- Bid bond
- Notice of award
- Standard construction agreements
- Bonds and insurance
- Notice to proceed
- Contractor's application for payment
- General conditions
- Special conditions
- Technical specifications

Pre-Construction (Competitive Bidding) Services

McGill will:

- Assist the County with a pre-bid conference by preparing the agenda, conducting the meeting, and preparing and distributing minutes
- Respond to bidder inquiries concerning the technical aspects of the project
- Attend the project bid opening, prepare necessary agenda, tabulate contractor bids, review bids for accuracy, re-check tabulations, review bid documents for eligibility and completeness, and make recommendations of bid award
- Prepare contract documents for execution, upon award by County
- Notify the successful bidder and schedule a preconstruction meeting
- Provide other technical assistance, as required, to the County's project administrator throughout the bidding process

Construction Administration Services

McGill will:

- Assist the County with a pre-construction conference (prepare agenda, conduct the conference, and prepare minutes)
- Coordinate meetings with the contractor
- Coordinate construction work with utility companies involved and other related agencies
- Review shop drawings
- Prepare and submit progress reports to the County, issue all client instructions to the contractor(s), and act as interpreter of the requirements of the contract documents
- Review and approve all contractor pay requests and make recommendations for payment based on contractor progress and performance
- Review all requests for change orders from the contractor
- Mediate on-site disputes
- Assist the County with scheduling all necessary testing services to ensure compliance with the project specifications
- Provide the client with record drawings

Construction Observation Services

McGill will:

- Observe the construction activities to ensure conformance with project plans and specifications
- Conduct on-site observation of the general intent of the project plans, specifications, and contract documents to ensure that the County is protected against defects and deficiencies in construction (generally judge the performance of all parties to the contract or contracts)
- Make recommendations to the County on all claims by all parties to the contract(s) related to the execution and performance and progress of the work and all other matters and questions related thereto for final decision by the County
- Conduct a final review of all construction and provide a written certification of completion to the County
- Accompany the owner on a final field observation prior to the approval of final payment to the contractor(s)
- Expedite all warranty corrections, which are required of the contractor(s)
- Inspect and approve all warranty corrections that are made subsequent to project completion

4 Permitting

Permitting for this project's construction will likely be required through multiple agencies, including North Carolina Department of Environmental Quality (NCDEQ), United States Army Corps of Engineers (USACE), and possibly North Carolina Department of Transportation (NCDOT). Through years of experience, we know that facilitating a project with the proper agencies can aid in streamlining the approval process, and we have a solid history of successful permitting across the state and inside Pender County. As such, our firm has no sanctions from any permitting agency.

5 Utilities

Utilities for this initial phase will be limited to power necessary for the proposed restrooms and field lighting. However, during this initial design phase, McGill will consider utilities for future construction phases in order to reduce impacts during construction.

6 Additional Services

In addition to the traditional services related to park development, including landscape architecture and civil engineering, the McGill team offers additional value that will provide efficiency and enhanced client experience during the design and upgrade of the Hampstead Kiwanis Park. The following is a list of key elements that the McGill team provides:

- Previous experience preparing park master plans and carrying through implementation
- Familiarity with park development and PARTF- funded projects
- Construction phase services that are specialized in administering construction contracts for local governments
- Existing relationships and understanding of the Park Master Plan that will save time and allow a seamless transition

Key Considerations

Preserving Viewshed and Open Space Preservation

As mentioned earlier, open space preservation is one of the most important aspects of the park design. The layout of the propose amenities in the Master Plan have been carefully considered in order to preserve the critical viewshed of the site. In addition, the layout of the road, parking, trails, and other site features will respect the natural scenery and topography of the site which will give an enhanced sense of place.

Planning for Future Phases

Consideration for development of future facilities and amenities will need to be evaluated in the planning and design of the Phase One effort. Future phases include tennis courts, basketball court, picnic shelter as well as other park elements. Elements such as site development, power and other infrastructure will need to be evaluated for these elements during this phase in order to minimize reconstruction of the park. McGill has worked with numerous communities on similar efforts, and we understand the potential for cost savings as future phases are developed and implemented.

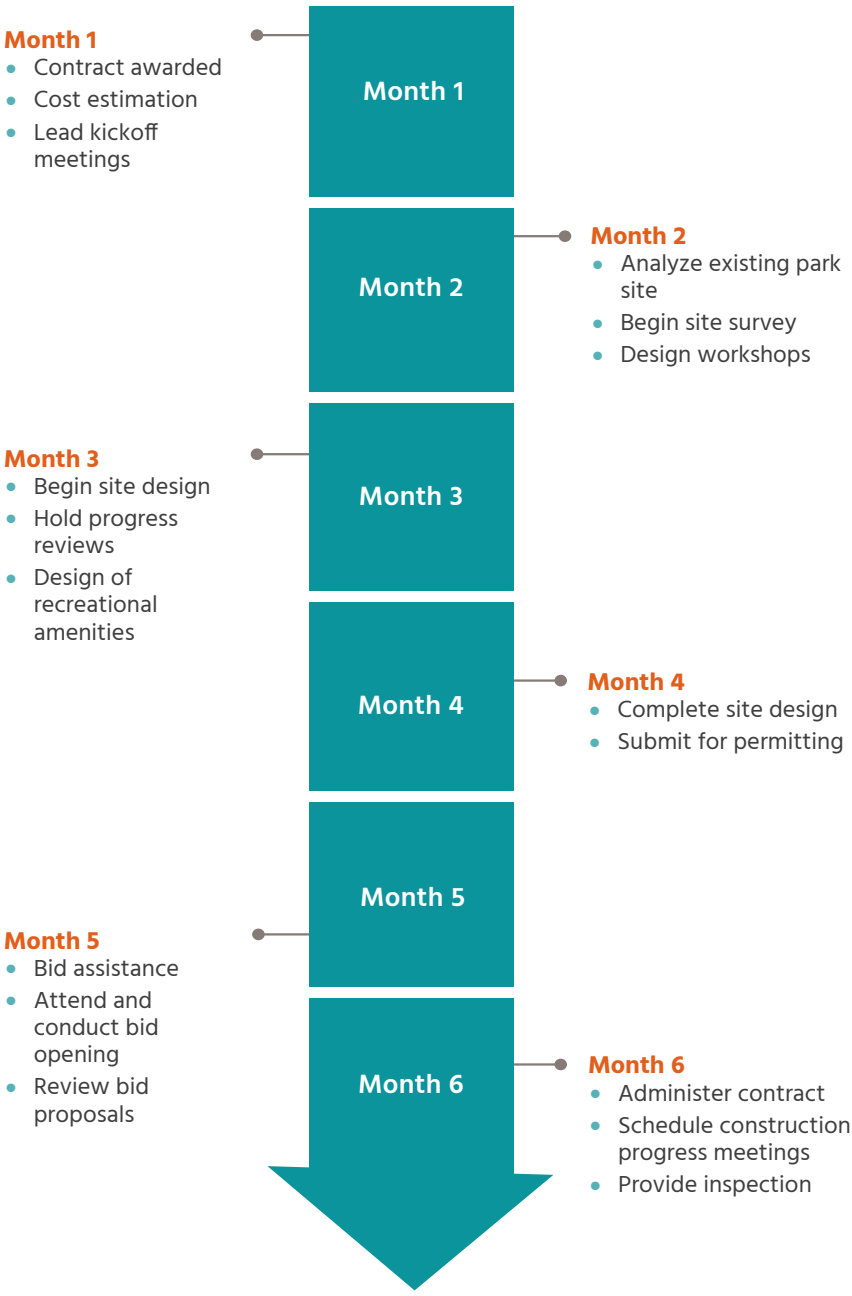
Construction Phase Services

McGill's services extend from the initial planning of the project through the final completion. Our construction team will communicate routinely with the County and the designers to ensure the project elements and developed per the contract. Furthermore, our projects regularly include grant funding that McGill often administers for the client. Our team has administered numerous PARTF grants with park projects across the state and has the experience required to coordinate the grant administration with the construction contract.



Current Central Pender Park condition

Project Schedule



Services Offered

Land Planning and Recreation

McGill recognized that many of our clients had project and planning needs for park and recreation facilities, as well as community enhancements (typically downtown) that benefit from landscape architects. Consequently, McGill developed a design team to address this niche market. Many of these projects have a primary focus of improving the quality of life in the community or creating a destination — often for economic benefit.

Our team is knowledgeable about recreational standards and trends, focusing on the needs of the individual communities and the existing natural features. Our park experience portfolio includes traditional active parks (playgrounds, athletic facilities, etc.), greenways, multiuse trails, and aquatic facilities, in addition to other recreational areas, including camping, picnicking, swimming, and fishing.

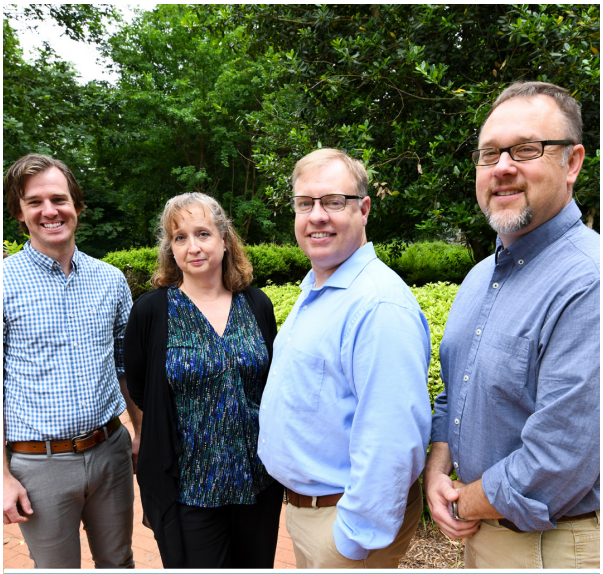
Community enhancements are one of the more specialized and unique services that we provide to our clients. While many of these projects have focused on downtown streetscape improvements, other projects include veteran memorials, pocket parks, fountains, stages, amphitheaters, etc. These projects create unique opportunities to make a difference in the community and develop a sense of place.

Park Design

We are passionate about recreational design and creating places for community connectedness. Community parks function as centers of communities, connecting land, rivers, and people in the places where they live and work. McGill strives to create sustainable and functional designs for recreation purposes that promote the holistic development and overall well-being of the individual user, as well as the broader community. Collaboratively, we work with our clients to develop a vision for each community that promotes active and healthy lifestyles.

Civil Engineering

McGill has a legacy of applying successful and innovative planning and design practices to civil engineering projects. Our engineers develop plans that meet community needs, are in harmony with the environment, and support LEED principles. Our team of professionals approaches each project with a fresh perspective and carefully evaluates each project's functional and programmatic uniqueness. McGill's civil engineering team formulates master plans and solutions for public and private projects, such as multimodal transportation facilities, large-scale residential and commercial development, utility services, and stormwater management.



Land planning and recreation team



Civil engineering team

Environmental

McGill's experts excel in being accountable stewards of the environment, while meeting our clients' programmatic requirements. Our knowledge of state and federal environmental and regulatory programs is invaluable to clients in resolving permit challenges in even the most sensitive environmental situations.

From feasibility studies to navigating the regulatory process, our environmental specialists can confidently steer your project through complex regulatory and environmental compliance requirements. Across the various teams proposed herein, we have several hundred years of combined permitting experience with a number of agencies. Those agencies include various North Carolina Department of Environmental Quality (NCDEQ), USACE, United States Environmental Protection Agency (USEPA), etc.

Electrical

McGill's advanced electrical engineering program is responsive to most utility needs. We pride ourselves on being up to date on state and national codes, while working closely with our clients and communities to meet their utility needs. Our experts excel at designing innovative, sustainable approaches to all power needs of the project. Offering a full range of electrical engineering services, McGill focuses on responsible energy usage and delivering plans that provide cost-effective strategies for long-term use.

Architectural

The name Acanthus comes from the acanthus plant, which was used extensively in classical architectural detailing. The most notable use was the capital of the Corinthian Column. Acanthus is still commonly used in architectural details, furnishings, fabrics, and other design elements. The acanthus plant has been recognized throughout history as a symbol of the fine arts. For these reasons, this plant seemed an appropriate symbol to link the creative talents of the founders Chris Goodwin, architect, and Adina Goodwin, landscape designer.



Environmental team

Surveying

The Coastal Geomatics team goes above and beyond to cater to each project's specific needs. Through open communication and exceptional service, clients find what they are looking for with the firm's land surveying and mapping services. Over the years, Coastal Geomatics has learned that great service begins and ends with experienced and friendly professionals, and has complete and total confidence in every person providing services.

Transportation

Davenport will serve as the transportation experts, including experience in roadway design, traffic signal design and timing, traffic control plans, signing and pavement marking plans, and drainage designs.

Geotechnical

ECS develops tailored geotechnical exploration programs in support of each client's specific project. ECS knows what is below the surface can be as crucial and complex as the structure it supports. Their team approach to geotechnical engineering extends beyond simply providing engineering data. ECS educates clients about the risks and benefits of the engineering recommendations we provide. Geotechnical services offered include: subsurface explorations assessments and design, geophysical surveys, geotechnical construction consulting, specialized in-situ soil and rock testing, reinforced earth structures, slopes and retention design, deep foundation testing, geotechnical instrumentation, and geostructural design.



Ocean Isle Beach County Park

Brunswick County

Brunswick County's Ocean Isle Beach Park is located on a 57-acre parcel on Old Georgetown Road, near the Town of Ocean Isle Beach. McGill's Shallotte office staff was engaged in 2016 to assist in developing a Park Master Plan and then provided full site engineering support for the design, permitting, and construction services. Multiple community and stakeholder committee meetings and due diligence investigations led to the final design.

The County received North Carolina PARTF grant funding support to assist in funding the park's development, which included numerous amenities additions and renovations. Site engineering tasks necessary for design, permitting, and construction included surveying, 404 wetland evaluations and re-certifications, stormwater management, sedimentation and erosion control measures, fire and potable water distribution system, public sewer, NCDOT driveway and encroachments, site construction, and engineering certifications.

Client Reference

Aaron Perkins
Parks and Recreation Director
910.253.2675
aaron.perkins@
brunswickcountync.gov

Project Highlights

- Athletic fields
- Basketball courts
- Pickleball courts
- Restrooms and concessions
- Maintenance facility
- Dog park
- Walking trail with fitness stations
- Parking and drive improvements
- Site engineering tasks
- Design
- Permitting
- Construction
- 404 wetland evaluations and re-certifications



Town Creek Park Improvements

Brunswick County

McGill assisted Brunswick County with the redevelopment of Town Creek Park, which was completed in 2015. McGill was responsible for master planning, grant assistance, construction documents, and administration for this multisport complex. The project focused on redeveloping the park to provide opportunities for all ages, abilities, and additional recreational amenities.

The park includes new facilities, such as a dog park, walking trails, baseball and softball complex, and soccer and multipurpose fields. The project involved the renovation of existing basketball courts, tennis courts, picnic areas, and a playground. Improvements also included restroom and concession buildings, expanded parking opportunities, and the addition of an elaborate pedestrian trail system, which provides Americans with Disabilities Act (ADA) connectivity to all amenities, facilities, and the adjacent Town Creek Elementary School. Our staff was also responsible for site engineering and permitting needs related to water, sewer, NCDOT, 404 wetlands, stormwater, and erosion control. McGill assisted the County with applying for the North Carolina PARTF grant that helped fund the implementation of the Master Plan.

Client Reference

Aaron Perkins
Parks and Recreation Director
910.253.2675
aaron.perkins@
brunswickcountync.gov

Project Highlights

- PARTF grant funding
- Baseball and softball complex
- Dog park
- Walking trails
- Basketball court renovations
- Tennis courts
- Picnic areas
- Playground
- Funding assistance
- Master planning
- Construction documents and administration
- Park and trails amenities design
- Sports lighting design and consulting



Waccamaw Park

Brunswick County

The Brunswick County Waccamaw Park is located adjacent to the Waccamaw Elementary School in the community of Ash and is sited on approximately 38 acres. In 2012, McGill's Shallotte office staff began supporting the County in this park renovation effort during the Master Plan design phase, which consisted of multiple community and stakeholder committee meetings and due diligence investigations. The County received North Carolina PARTF grant funding support to assist in funding the park's development, which included numerous amenity additions and renovations, including baseball and softball fields, batting cages, soccer and multiuse fields, basketball courts, tennis courts, horseshoe pits, bocce courts, nine-hole disc golf course, playground, restrooms, maintenance shed, concessions, picnic areas, and walking trail, as well as parking and drive improvements. In addition to providing support during the development of the Master Plan, McGill's staff performed all site engineering tasks necessary for design, permitting, and construction, including surveying, 404 wetland evaluations and re-certifications, stormwater management, sedimentation and erosion control measures, fire and potable water distribution system, on-site septic design using off-site treatment, site construction, and engineering certification.

Client Reference

Aaron Perkins
Parks and Recreation Director
910.253.2675
aaron.perkins@
brunswickcountync.gov

Project Highlights

- PARTF funding
- Walking trail
- Multiuse fields
- Playground
- Tennis courts
- Batting cages
- Baseball and softball fields
- Soccer field
- Basketball court
- Horseshoe pits
- Bocce courts
- Nine-hole disc golf course
- Picnic areas
- Restrooms and concessions
- Parking
- Maintenance shed



Smithville Park

Brunswick County

Brunswick County's Smithville Park provides approximately 50 acres of multiuse recreational activities along NC Highway 87, near Southport. McGill's Shallotte office staff began assisting Brunswick County with its needs for the Smithville Park renovation in 2014. The County received North Carolina PARTF grant funding support to assist in funding development of numerous park amenities.

This work started with the development of a Master Plan and continued through design development, permitting, and final construction and certification. Community meetings, stakeholder input sessions, and due diligence site design investigations were key in developing a Master Plan suited for the needs of this community. McGill's staff managed all site evaluations, surveying, and engineering necessary for design and permitting of the modifications and expansion, as well as related construction phase activities.

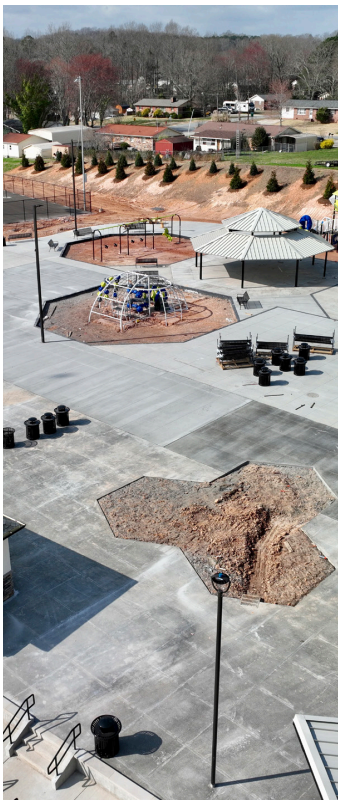
This project included 404 wetland evaluations and re-certifications, design and permitting for stormwater management, NCDOT driveway and utility encroachments, sedimentation and erosion control measures, fire and potable water distribution system, sewer utility, and site construction and certifications.

Client Reference

Aaron Perkins
Parks and Recreation Director
910.253.2675
aaron.perkins@
brunswickcountync.gov

Project Highlights

- PARTF grant funding
- Walking trail
- Dog park
- Multiuse fields
- Baseball and softball fields
- Tennis courts
- Pickleball courts
- Playground
- Picnic areas
- Pavilion space
- Concessions
- Restrooms
- Parking









Stinger Park

City of Bessemer City

McGill is assisting Bessemer City with its vision for an all-ages community athletic facility and park to enhance the lives of local citizens and increase available recreational opportunities. With this park, the City is inspired to motivate and encourage economic activity associated with and surrounding the park site. This project has the potential to create the buzz needed to spur other economic development necessary to establish a premier destination for youth sports in the southeastern region.

One of the amenities the park will utilize is the latest in LED technology to enhance the player and spectator experience and attract regional and national leagues. These leagues seek parks that provide a great experience for everyone. The ability to bring in those economic dollars will help shape Bessemer City's economy and promote an active community presence beyond the City limits.

The project includes three baseball / softball fields (with amenities, including batting cages, announcer buildings, and multiple seating opportunities), two tennis courts, two pickle ball courts, playgrounds, two soccer fields, and a cornhole area. The project also includes numerous support facilities, including concession building, restrooms, picnic shelters, access road, parking, and a maintenance building. The facility has a mix of recreational opportunities to meet the needs of the entire family, including a wide span of interests for all ages.

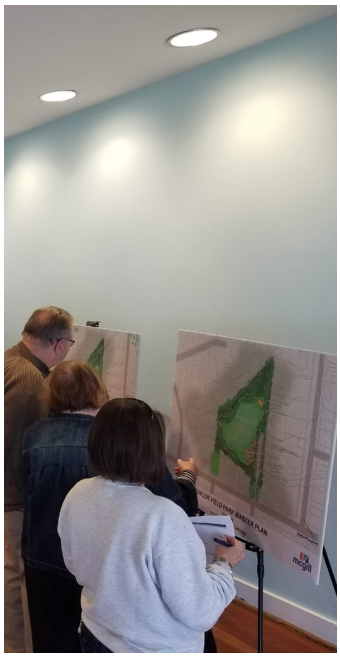
Client Reference

Jo-D Franklin
Parks and Recreation Director
704.629.5542
jfranklin@bessemercity.com

Project Highlights

- Environmental assessment (EA) preparation
- USDA-RD coordination
- Construction administration and inspections
- On-site analysis
- Wetland delineation
- Phase 1 ESA
- Property boundary surveying
- Field run topographic mapping
- UAV aerial mapping, topography, and orthophotos
- Sanitary sewer mapping
- Landscape architects
- Parks and trails amenities design





Taylor Field Park Master Plan and Phase 1

City of Southport

McGill assisted the City of Southport with developing a Park Master Plan that included public engagement with the community, as well as the development of concepts and funding alternatives for implementation. The park proposals were derived from community input and reflected the needs and desires of a passive park. Park elements include walking trails, a dog park, fitness stations, a playground, and picnic areas. In addition, the Park Master Plan takes advantage of historic Bonnet's Creek by proposing a boardwalk along this water feature.

McGill also assisted the City with preparing a North Carolina PARTF application, which subsequently received the full funding amount. Our firm completed design, permitting, and bidding services, and are assisting with final construction activities.

Client Reference

Heather Hemphill, CPRP, CPSI
Parks and Recreation Director
910.457.7810
hhemphill
@cityofsouthportnc.com

Project Highlights

- PARTF funding application
- Site-specific Master Plan
- Public meetings
- Walking trails
- Dog park
- Fitness stations
- Playground
- Boardwalk
- Picnic areas

McGill's Coastal Park Experience

We have worked on various park projects in numerous coastal communities in North Carolina, listed below is a sample list by client:

Brunswick County
- Brunswick Nature Park
- Brunswick Waterway Park
- Comprehensive Land Use and Parks and Recreation Comprehensive Master Plan
- Ocean Isle Beach District Park
- Smithville Park
- Town Creek Park
- Waccamaw Park

City of Boiling Spring Lakes
- Muse Park Redevelopment

City of New Bern
- Martin Marietta Park

City of Southport
- Taylor Field Park

Currituck County
- System-Wide Recreation Master Plan

Onslow County
- System-Wide Recreation Master Plan

Pender County
- Comprehensive Recreation Master Plan

Town of Calabash
- Comprehensive Recreation Master Plan
- Waterfront Park Master Plan

Town of Holden Beach
- Comprehensive Recreation Master Plan

Town of Leland
- Founders Park

Town of Ocean Isle Beach
- Comprehensive Recreation Master Plan
- Town Center Park

Town of Shallotte
- Comprehensive Recreation Master Plan
- Price Landing at Mulberry Park

Town of Sunset Beach
- System-Wide Recreation Master Plan
- Majestic Oaks Master Plan

Why Choose McGill



Land Planning Experience

- McGill has an award-winning land planning and recreation team.
- McGill is known for designing and creating spaces that seamlessly tie together built and natural environments.
- We have received special recognition by multiple organizations, including the North Carolina American Society of Landscape Architect.



Grant Administration Experience

- We have also assisted with numerous grant application processes over the past 20 years to help fund the implementation of park development.
- McGill Project Consultant LuAnn Bryan has worked on over 288 PARTF grants that were successfully funded and has assisted with other related grants.



Client Investment

- We take the time to understand the unique culture of every community to create exceptional solutions to important problems.
- Our client-centered goals have always been focused on partnership and prudent professional counsel, with a genuine devotion to long-term relationships.



McGill's Funded Park Projects

McGill has assisted communities with grants for nearly 20 years. Below is a list of some of our PARTF and CAMA project experience:

Alexander County
- Rocky Face Park, Phase 2

Brunswick County*
- Town Creek Park

Chatham County
- Northeast District Park

City of Bessemer City
- Stinger Park

City of Boiling Spring Lakes*
- Muse Park

City of Concord
- Hector Henry Greenway

City of Lenoir
- Mulberry Optimist Park Expansion

City of Marion
- Catawba River Greenway Phase 1

City of New Bern*
- Martin Marietta Park

City of Shelby
- City Park

City of Southport*
- Taylor Field Park

City of Statesville
- Recreation Center

Harnett County
- Government Complex Park

Town of Calabash*
- Waterfront Park

Town of Blowing Rock
- Memorial Park
- Recreation Center

Town of Forest City
- Cool Springs Gym
- Park Square Depot
- Thermal Belt Rail Trail

Town of Hudson
- Optimist Park

Town of Hoffman
- Town Park

Town of Leland*
- Founders Park

Town of Lillington
- River Park

Town of Ocean Isle Beach*
- Town Center Park, Phases 1 and 2

Town of Shallotte*
- Price Landing at Mulberry Park

Town of Sunset Beach*
- Majestic Oak Park

Town of Varnamtown*
- Boat Landing

***Coastal projects**

McGill's Hourly Rates

Professional Fees	I	II	III	IV
Senior Principal	$270			
Principal – Regional Manager – Director	$230	$235	$250	$260
Practice Area Leader	$200	$ 215	$230	$240
Senior Project Manager	$ 210	$225	$230	$235
Project Manager	$180	$ 195	$200	$205
Project Engineer	$140	$150	$ 165	$ 175
Engineering Associate	$ 120	$ 125	$ 130	$ 135
Planner – Consultant – Designer	$ 125	$140	$160	$ 175
Engineering Technician – GIS Analyst	$ 115	$ 125	$ 135	$145
CAD Operator	$ 90	$100	$ 110	$ 115
Construction Services Manager	$150	$160	$ 175	$ 195
Construction Administrator	$ 110	$ 125	$ 135	$145
Financial Services Manager	$ 135	$145	$ 155	$165
Grant Administrator	$120	$ 135	$145	$ 155
Construction Field Representatives	$ 95	$ 110	$ 115	$ 125
Environmental Specialist	$ 95	$105	$ 110	$ 115
Administrative Assistant	$ 80	$ 85	$ 95	$ 110

Expenses

- Mileage – $0.70 / mile
- Flow Monitoring Equipment:
  - Pressure Flow Meter- $400 / week
  - Gravity Flow Meter - $1,000 / deployment
- Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

Associated Services

Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus fifteen (15) percent.

Client#: 1170972 70MCGILASS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: NC Cert Team
McGriff Insurance Services 4777 Sharon Rd., 4th Floor Charlotte, NC 28210 704 954-3000	PHONE (A/C, No, Ext): 704 954-3000 FAX (A/C, No): 888-751-3197 E-MAIL ADDRESS: NCCertificateTeam@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Penn National Security Insurance Co	32441
INSURER B : Pennsylvania National Mutual Cas Ins Co	14990
INSURER C : Travelers Indemnity Company	25658
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
McGill Associates PA
P.O. Box 2259
Asheville, NC 28802

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	x	x	CX90652915	04/23/2023	04/23/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	x	x	AX90652915	04/23/2023	04/23/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			UL90652915	04/23/2023	04/23/2024	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	x	UB9S3489772347G	01/23/2023	01/23/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Supplemental Name **
McGill Associates PA
McGill Associates PA INC
McGill Associates PSC

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTACHMENT 2

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name: McGill Associates, PA

Address: 712 Village Road SW, Suite 103

City/State/Zip: Shallotte, NC 28470

Signature: _____

Title: Director of Land Planning and Recreation

Date: 5/17/2023

ATTACHMENT 3

NON-COLLUSION AFFIDAVIT

The firm submitting a Proposal, under penalty of perjury under the laws of the United States, certifies that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract.

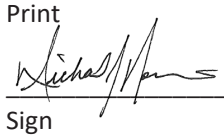
By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any collusion has been offered, accepted, or promised by any employees of your organization.

FIRM NAME: McGill Associates, PA

BIDDER/RESPONDING REPRESENTATIVE:

Mike Norris, PLA — Director of Land Planning and Recreation

Print — Title



Sign

5/17/2023

Date



McGill Associates, PA
712 Village Road SW, Suite 103, Shallotte, NC 28470
910.755.5872 | mcgillassociates.com

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:	June 19, 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.

Monday, June 5, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 665 - PARKS & RECREATIONAL DEPARTMT

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-397000-6031	Contribution from Gen Fund	201810
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-407460-6031	Construction	201810
2	665-499450	Potential Project	-201810
3	695-490000	Transfer to CIP	201810
4			
5			
6			
7			
8			
9			
10			

Total Revenues 201810 **Total Expenditures** 201810

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller **Email** bavery@pendercountync.gov

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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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	

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	June 19, 2023
SUBJECT:	Approval of Engineering Contract Amendment #3 for the RO Plant Project and Associated Increase of FY21 Purchase Order # 468

SUMMARY:
Pender County is under contract for purchase of a property for the proposed Reverse Osmosis Water Treatment Plant in Hamstead. Significant due diligence tasks are required to fully vet the property before closing on the purchase, in order to ensure the property will be sufficient and appropriate for the needs of the plant and well field construction. Also, the engineering design contract was originally approved in late 2020 with the intention that property acquisition would quickly follow. Due to these circumstances, an amendment to the existing contract is necessary.

This Amendment No. 3 follows two previous amendments for (1) construction administration services for the tank & wells project and (2) design, bidding, & construction administration services for the surface water plant pump upgrades. Amendment No. 3 includes due diligence tasks for the proposed RO plant site such as test wells and monitoring wells, Phase 1 Environmental Site Assessment, wetlands delineation, and a historical site assessment.

The total amount of this amendment is $359,700, and is funded in account 68-404505.

ACTION REQUESTED:
Approve Amendment # 3 and corresponding increase to FY21 Purchase Order # 468

ATTACHMENTS:
Amendment # 3

AMENDMENT NO: 3
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER

This Amendment No.3 is made and entered into this day of , 2023 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and Pender County ("OWNER") dated November 2, 2020, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the *Eastern Pender Service Area Water System Improvements*, and

WHEREAS, the parties desire to amend the Agreement for the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties;

NOW THEREFORE, in consideration of the mutual understanding and Agreements contained herein, the parties agree to amend the Agreement as follow.

The OWNER is proceeding with the planning and design for a new Reverse Osmosis Water Treatment Plant (RO WTP), wellfields and distribution system expansions. This Amendment No.3 adds scope and fee for the ENGINEER to increase Due Diligence professional services, as currently defined under TASK 010 DUE DILIGENCE FOR WTP SITE. Details regarding these additional services and how the Agreement is to be modified are provided below.

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

   a. Additions to "TASK 010 DUE DILIGENCE FOR WTP SITE, Subtask 010.1 – General Due Diligence"

   The original scope of this subtask has been completed during the evaluation of multiple potential sites for a future RO WTP and well field. This Amendment provides additional budget to this task to perform additional general due diligence services for the Corbett Property, located at the intersection of Rt 17 and Rt 210. These services include a general assessment of the applicability of the property, initial and follow up site visits, assisting the OWNER with purchase of the property and any other miscellaneous services not covered elsewhere under Task 10.

   These additional services to Task 010.1 are provided for a fee of $20,000.

b. Modifications to "TASK 010 DUE DILIGENCE FOR WTP SITE, Subtask 010.2 – Test Well Planning and Installation"

The Agreement executed on November 2, 2020 includes the installation of one test well (Subtask 010.2 – Test Well Planning and Installation) at the proposed location for the new RO WTP. Soon after execution of the Agreement, the location for the new RO WTP was eliminated from consideration and a new site search began. The OWNER recently identified a new location for the RO WTP and approximately 15 production wells, which is a much larger site and requires more monitoring wells. This amendment adds the following:

i. In addition to the 4-inch test well already defined in the original Agreement, this Amendment adds three 2-inch monitoring wells and two 4-inch test wells. In total, there will be three locations on the site, each with a 4-inch monitoring well and a 2-inch test well.

These additional wells are necessary to provide confidence that the production wells at the RO WTP site will perform as required. The new 2-inch monitor wells will be used to observe drawdown during a 24-hour aquifer performance tests and accurately calculate aquifer characteristics (yield and water quality) and better evaluate the potential groundwater impacts on the surrounding wetlands due to a large well field's cumulative drawdown. The additional 4-inch test wells are required because one test well is not sufficient to accurately characterize aquifer performance on such a large site. Standard practice for design of a wellfield requires constant rate aquifer performance testing using both a test well (pumping) and monitoring well.

These additional services under Task 010.2 are provided for a fee of $261,000.

Delete **Subtask 010.2 – Test Well Planning and Installation** and insert the following therefor:

"The ENGINEER will:

- Prepare a drilling and test plan for three locations at the proposed well field. The objective is to collect site-specific information on well yield and water quality, from the Pee Dee Aquifer, to facilitate design of

production wells that will supply the new RO WTP. The number of production wells required to supply desired yield will be verified. In addition, well siting and spacing will be evaluated to reduce impacts to wetlands and to optimize well efficiency.

- Engage a subcontractor for the installation of three 4-inch test wells and three 2-inch monitoring wells, in locations defined by the ENGINEER and ENGINEER'S subcontractor.
- Observe the installation and testing of the wells. As part of the observation, ENGINEER will collect site data and logs during the well drilling. Finally, ENGINEER will observe completion of the aquifer performance testing at the three locations.
- The proposed RO WTP location presents a high probability of karstic caves from the Castle Hayne Aquifer that will disrupt well drilling. Additional casing and grouting will be necessary to prevent the collapse of installed all wells.
- Clearing required to gain access to each well site will be provided by the ENGINEER's subcontractor.

Once the test wells prove to meet the project objectives, a production well can then be installed at the selected RO WTP site. The planning and construction of this production well is detailed in Task 200.

Deliverables

- Drilling and Testing plan
- Three installed 4-inch test wells
- Three installed 2-inch monitoring wells
- Permit application and submittal to the North Carolina Department of Environmental Quality (NCDEQ) for test well in the Peedee Aquifer Well System."

c. Add the follow Subtask 010.4 - Environmental Assessments:

The ENGINEER will:

i. Perform a **Phase I Environmental Site Assessment (ESA)** in compliance with ASTM Standard E1527-21 and the Standards and Practices for All Appropriate Inquiry (AAI) final rule 40 FR 66070 for the proposed RO WTP and well field site, identified as the Corbett Property and located at the intersection of Rt 17 and Rt 210. The objective of a Phase I ESA will be to evaluate whether, based on the current condition and past uses of the sites, there are indications of potential environmental liabilities at the site caused by the release or threatened release of hazardous and/or toxic materials. The scope of work is based on obtaining information through a site visit, interviews with individuals who may be knowledgeable about current and past site use, reviews of aerial photographs and other historic documents readily available from public sources, and a review of property records and database files from regulatory agencies. The scope of the Phase I ESA will consist of:

1. Site Reconnaissance
    a. A site reconnaissance will be conducted by one representative from ENGINEER. ENGINEER will observe surface conditions and current activities on the Site and on adjoining properties for evidence of recognized environmental conditions (RECs). This will include the current and historical use of hazardous substances, petroleum and petroleum products, pollutants, contaminants and controlled substances. An inventory of potential contaminant sources on and adjoining the site will be completed based upon visual observations. Photographs will be taken to document conditions observed. ENGINEER will also note areas of potential environmental issues based upon observations made at the site.
    b. ENGINEER will not inspect the site for presence of asbestos or radon, as these contaminants are not detectable upon visual inspection and are not included in the ASTM standard for Phase I ESAs. However, ENGINEER will inquire as to

whether an asbestos survey has been conducted in the past and will identify suspect materials to develop a scope of work for sampling of these materials as deemed necessary for the future development. ENGINEER will determine if the site is within an area known to have elevated radon levels to determine if radon testing is warranted.

2. Records Review and Interviews
    a. The purpose of the records review is to obtain information on the site and adjoining properties, which will be useful in assessing whether current and past property usage may be potential sources of contamination. ENGINEER will conduct a review of reasonably ascertainable federal, state and local environmental agency records to access the regulatory history of the Site and adjacent areas within the respective ASTM-specified radii.
    b. ENGINEER will enlist an outside computer database services firm, Environmental Data Resources (EDR), to generate a comprehensive report for the site that summarizes listings of NPL, RCRA and other facilities within respective search radii specified by ASTM Standard E 1527-21 for each database. The database also includes activity and use limitations (AULs) for properties. ENGINEER will assess the subject property's compliance with the AULs, if identified.
    c. A Freedom of Information Act (FOIA) request will be made, as necessary, for the site to supplement the EDR search and will encompass those state agencies which have environmental jurisdiction over the activities at the site. ENGINEER will attempt to determine the regulatory history of the site, as listed under either the current or the past owner(s).
    d. A local regulatory agency review will be conducted. This review will include an inquiry to specific sources as to the relevant history of the site and vicinities. These sources may

include local fire departments (hazardous materials inventory or inspections) and local building departments. Historical site information will be obtained from USGS topographic maps, historical aerial photographs, fire insurance maps, local street directories, and local records.

e. Public agency staff and possibly other persons having knowledge of past site and adjoining property usage may be interviewed to supplement information gathered from our records review.

f. ENGINEER'S record review will be limited to regulatory agency listings only. ENGINEER will maintain a log of contacted sources during the regulatory records review and obtain copies of key documents for inclusion in the final report.

3. Limitations

a. Any project of this nature is bound to have certain inherent technical and logistical limitations. For example, ENGINEER cannot be held responsible for the accuracy of statements or information provided to ENGINEER during the assessment from such sources as owners, operators, occupants, operators, government officials and/or government records.

b. It would be extremely expensive, and perhaps not possible, to conduct an investigation which would ensure the detection of all materials at the site that now are, or in the future might be considered hazardous or deemed to have violated environmental regulations. OWNER understands that the scope of the assessment is limited; therefore, ENGINEER cannot be held responsible for the failure of the assessment to detect the presence or quantity of such materials. ASTM recognizes reasonable limits of time and costs and states that performance of Standard Practice E 1527-21 is intended to reduce but not eliminate uncertainty regarding the existence of RECs in connection with a property.

c. ENGINEER's work on this project shall not be intended as a warranty or guarantee of site conditions other than that it reflects professional judgment which is based on present standards and care of the profession. This document and the information contained herein have been prepared solely for the use of Pender County. This material is to be regarded as strictly confidential to ENGINEER and OWNER.

d. If a Phase II is necessary, the scope will be defined and compensation will be from Task 1000, Unspecified Services Allowance.

4. Phase I Report

a. A Phase I ESA Report will be prepared for the site that will address the findings of the tasks described above. Included in the Phase I ESA Report will be a summary of significant findings, a conclusion as to the likelihood of environmental contamination at the site with associated uncertainties, and a statement of limitations.

b. The report is not intended to be a warranty of site conditions; however, it will reflect professional judgment which is based on the present standards and care of the profession. ENGINEER assumes a site contact that is knowledgeable of the site history will be available during the site visit.

ii. Perform **Wetlands Delineation** for the well site (795+/- acres). The ENGINEER will delineate jurisdictional stream and wetland boundaries according to the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0). Jurisdictional areas will be flagged in the field for confirmation by USACE and/or the North Carolina Division of Water Resources (NCDWR). Upon completion of the field delineation, ENGINEER will prepare a Preliminary Jurisdictional Determination request and will contact a representative of USACE to schedule a site visit to approve the delineation.

This Task includes a site visit with the USACE (and NCDWR as applicable) representative to verify and approve ENGINEER's delineation. The ENGINEER will capture initial flag locations using GPS and following confirmation by USACE, flag locations will be capture by a licensed surveyor under Subtask 302 of this Agreement. The ENGINEER will coordinate all work, conduct the field work, develop all reporting, submit to and obtain approval from the regulators.

iii. Perform an evaluation to define the presence (or not) of federally **Protected Species** (threatened and endangered) or if habitat exists for federally protected species, as defined by US Fish and Wildlife Service (USFWS). The objective will be a determination of no adverse impact or not likely to adversely impact. The ENGINEER will coordinate all work, conduct the field work, and develop a Biological Assessment report (BA). The BA will be submitted to USFWS requesting concurrence with the effect determinations. The field investigation will be conducted during the optimal survey window (May and June) for all anticipated species.

The fee for additional services defined as Task 010.4 – Environmental Assessments is $66,000.

d. Add the follow Subtask 010.5 - Historical Assessment:

The ENGINEER will perform:

A desktop evaluation for archaeological and historical significance for the proposed RO WTP and well field site. An environmental review request with map will be submitted to the State Historic Preservation Office (SHPO). If a comprehensive field assessment is then recommended by SHPO, these services will be provided and compensation will be from Task 1000, Unspecified Services Allowance.

The fee for additional services defined as Task 010.5 – Historical Assessment is $12,700.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:
   Insert the following to 2.0 OWNER'S RESPONSIBILITIES:

"2.9 OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. ENGINEER'S scope of work does not include verifying OWNER Provided Information for accuracy or completeness. OWNER may request an independent review of OWNER Provided Information by ENGINEER pursuant to a mutually agreed amendment to this Agreement. ENGINEER shall be entitled to an adjustment in price and schedule to the extent that any corrective action in ENGINEER'S Services arises out of inaccurate OWNER Provided Information."

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

   These services are for Due Diligence at a site selected by the OWNER for their new RO WTP and wells. Services will commence when directed by the OWNER and be completed within 4 months. The project schedule varies due to performance of multiple sub-projects. The overall project schedule will be updated as part of the next contract amendment.

4. The payment for services rendered by ENGINEER shall be as set forth below:

   Summary of fee changes to TASK 010 DUE DILIGENCE FOR WTP SITE, per Amendment No. 3:

	Added Fee
Subtask 010.1 – General Due Diligence	$20,000
Subtask 010.2 – Test Well Planning and Installation	$261,000
Subtask 010.4 – Environmental Assessments	$66,000
Subtask 010.5 – Historical Assessment	$12,700
Total:	$359,700

In Section 4.0 METHOD OF PAYMENT, delete the compensation table and insert the following therefore:

Lump Sum Compensation Tasks	RPTWSD	SHWSD	Total
Task 010 - Due Diligence for WTP Site	$478,100	$ 0	$478,100
Task 100 - Project and Quality Management	$952,080	$96,500	$1,048,580
Task 200 - Preliminary Design	$688,682	$69,778	$758,460
Task 300 - Final Design	$5,173,512	$524,188	$5,697,700
Task 400 - Funding Program Support	$126,250	$12,800	$139,050
Task 500 - Permitting Assistance	$515,750	$52,300	$568,050
Task 600 - Services During Bidding	$238,970	$24,210	$263,180
Task 700 - General Services During Construction	-	$550,500	$550,500
Task 800 - Construction Observation Services	-	$146,700	$146,700
Task 900 - Start Up and Commissioning Services	-	$73,700	$73,700
Task 1100 - DN, BD and ESDC for Surface WTP Pump Upgrades	$147,368	$14,932	$162,300
SUBTOTAL LUMP SUM	**$8,320,712**	**$1,565,608**	**$9,886,320**
Task 1000 - Unspecified Services Allowance			$250,000
AUTHORIZED UPPER LIMIT (Not to Exceed)			**$10,136,320**

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment on the date indicated above for the purpose herein expressed.

OWNER:	ENGINEER:
_____	_____
By: Jacqueline A. Newton	By: Reed Barton
Title: Chair, Pender County Board of Commissioners	Title: Client Services Leader
Date:	Date:
Address for giving notices:	Address for giving notices:
Pender County	CDM Smith Inc.,
P.O. Box 995	5400 Glenwood Avenue, Suite 400,
Burgaw, North Carolina 28425	Raleigh, North Carolina 27612

PRE-AUDIT STATEMENT:

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

_____

Meg Blue, Finance Officer

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	June 19, 2023
SUBJECT:	Approval of Engineering Contract Amendment #2 for the US421 Sewer Project, Budget Ordinance Amendment, and Associated Increase of FY22 Purchase Order # 462

SUMMARY:
The design for the US 421 Pump Station, Force Main, and Water Main project is complete and permits are currently being attained. Bidding and construction are set to begin later this year. The original engineering services contract did not include bidding and construction administration services since the total scope of the project was still being defined at the beginning of work on the project. Therefore, a contract amendment is needed for these services to proceed with the construction phase of the project.

This Amendment No. 2 follows an earlier amendment which added construction administration services for the Pender Commerce Park Water & Sewer Extensions project. That project is nearly complete. Amendment No. 2 focuses on the larger sewer extension along US 421 to Blueberry Road, a new sewer pump station, and a water line extension along Blueberry Road. The amendment includes pre-qualifying contractors for bidding, bidding & award services, and construction administration & inspection.

The total amount of this amendment is $539,500, and is funded in account 86-404505-6963. The Budget Ordinance Amendment moves funds in the capital project account into the engineering services line-item for this work.

ACTION REQUESTED:
Approve Amendment # 2, Budget Ordinance Amendment, and corresponding increase to FY22 Purchase Order # 462

ATTACHMENTS:
Budget Ordinance Amendment
Contract Amendment # 2

Friday, June 2, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 072 - WATER OPERATIONS

Division, Program, Project, etc. US 421 Sewer & Water Project

Proposed Amendment:

Move funds for engineering services for bidding & construction services, contract amendment # 2

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	86-407460-6963	Construction	-539500
2	86-404505-6963	Contract Services-Engineer	539500
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 0

Total Expenditures 0

Budget Amendment Balances when Zero. 0

Prepared By: Kenny Keel

Email kkeel@pendercountync.gov

McKIM&CREED

ENGINEERS
SURVEYORS
PLANNERS

June 2, 2023 230967

Mr. Kenny P. Keel, PE, Director
Pender County Utilities and Solid Waste
605 E. Fremont Street
PO Box 995
Burgaw, NC 28425

Re: US-421 Pump Station, Force Main, and Water Main Project
Amendment No. 2 – Proposal for Bidder Prequalification, Bid and Award, Construction Phase Services, and Project Closeout

Dear Mr. Keel,

McKim & Creed is pleased to present this proposal to provide bidder prequalification, bid and award, construction phase, and project closeout services for the US-421 Pump Station, Force Main, and Water Main project. Our detailed proposal is as follows:

II. PROJECT UNDERSTANDING

Pender County has retained the services of McKim & Creed to provide the design and permitting of the US-421 Regional Pump Station, along with an accompanying force main and water main to provide for future development along the US-421 corridor. Permit approvals are anticipated to be issued by late Summer 2023. The County has requested that McKim & Creed provide an Amendment to our Contract to provide Bidder Prequalification Services, Bid and Award Services, Construction Administration and Observation, and Project Closeout. Our detailed scope of services is as follows:

III. SCOPE OF SERVICES

The scope of services provided herein is based upon the design and permitting of a new 2.37 MGD regional pump station, 30,000 linear feet of 16-inch force main, and 14,000 linear feet of 12-inch water main.

243 North Front Street
Wilmington, NC 28401

910.343.1048
Fax 910.251.8282
www.mckimcreed.com

Task 1 – Bidder Prequalification

McKim & Creed will conduct a bidder prequalification process for potential bidders in order to provide a list of qualified construction contractors for this project. The specific tasks include:

1.) Develop a list of prequalification requirements for evaluating prospective bidders. McKim & Creed will develop the prequalification requirements and submittal documents specific to the proposed project elements to be constructed. The NC Office of State Construction format for prequalification of bidders, with reference data from CFPUA, LCFWSA, and Brunswick County, will be utilized as a general guideline.
2.) Review list of prequalification requirements with Pender County and incorporate suggested revisions to the list of requirements. Develop an evaluation form for review and approval by Pender County.
3.) Prepare the prequalification submittal package including prequalification criteria and formal advertisement.
4.) Provide one (1) reproducible prequalification package to Pender County for on-site bidder review purposes.
5.) Pender County will post formal bid advertisement to County's website and submit advertisement to Pender Post newspaper. McKim & Creed will post to the local plan rooms. Pender County will provide any fees for posting advertisement in the local newspaper.
6.) Contact potential bidders to determine interest in submitting prequalification packages.
7.) Maintain a record of prospective bidders to whom prequalification packages have been issued.
8.) Attend and conduct a virtual pre-submittal meeting, prepare and distribute agenda, receive questions from prospective bidders, and prepare and distribute meeting minutes to all bidders and plan rooms.
9.) Respond to bidder inquires, prepare addenda, and distribute digital copies of addenda to all bidders and plan rooms.
10.) Review bidder documentation and request clarifications to determine if bidder has met the requirements of the prequalification solicitation.
11.) Review bidder prequalification packages with Pender County, complete the evaluation form for prospective bidders, and notify the bidders as to who is prequalified to formally bid this project.

Task 2 – Bid and Award Phase

Upon completion of the Bidder Prequalification Services and after all permits have been acquired, McKim & Creed will prepare and furnish Issued for Bid Documents. Bid and Award Services will be provided as follows:

1) Prepare a formal bid advertisement and provide one (1) set of reproducible plans and specifications to Pender County for on-site bidder review purposes.
2) Pender County will post formal bid advertisement to County's website and submit advertisement to Pender Post newspaper. McKim & Creed will post to the local plan rooms. Pender County will provide any fees for posting advertisement in the local newspaper.
3) Bid packages will only be provided to prequalified bidders.
4) Maintain a record of plan holders to whom bid packages have been issued.
5) Attend and conduct a virtual prebid meeting, prepare and distribute agenda, receive questions from prospective bidders, and prepare and distribute meeting minutes to all plan holders.
6) Respond to bidder inquiries, prepare addenda, and distribute digital copies of addenda to all plan holders.
7) Schedule and conduct an in-person bid opening.
8) Review and tabulate bids, and provide sealed bid and extended bid tabulations to Pender County.
9) Provide Recommendation of Award letter to Pender County for Board approval.
10) Provide up to five (5) hardcopies of Issued for Construction plans and specifications for contract signatures and distribution. Plans and specifications will not be conformed, however, addenda will be attached to the project manual.
11) Rebidding of project is considered an Additional Service and will be compensated through Unallocated Project Budget upon request of McKim & Creed and authorization of County.

Task 3 – Construction Administration

Based on the Project Understanding identified herein and a construction duration of 18-months to Substantial Completion and 20-months to Final Completion, the following Construction Administration services will be provided:

1) Schedule and conduct in-person preconstruction conference, prepare and distribute agenda, prepare and distribute meeting minutes.
2) Review project schedule, schedule of values, and schedule of submittals provided by the contractor.
3) Review and return shop drawings submitted by the contractor for compliance with the contract documents.
4) Conduct progress in-person meetings on a monthly basis, prepare and distribute agenda, prepare and distribute meeting minutes. Assume 18 progress meetings.
5) Provide for up to 18 site visits for the Engineer of Record. Site visits will be 4-hours per visit.
6) Respond to contractor's Requests for Information (RFIs) submitted during the construction period. Assumes five (5) RFIs will be addressed.
7) Review contractor pay requests and provide recommendation for payment in accordance with the work completed and the contract documents. Assumes 18 pay requests.
8) Review contractor change order requests and provide recommendations to Pender County. Assumes three (3) change order requests.
9) Endeavor to resolve problems in a timely manner as work proceeds and involve appropriate parties in resolving disputes and problems associated with the project.
10) Review and provide recommendations on final adjusting change order final pay request based on completion of work.
11) Review and return operation and maintenance manuals submitted by contractor.
12) Provide certification for Substantial Completion based on field inspection (assume Substantial Completion certifications will be issued separately for pump station, force main, and water main; total of three (3) certifications)
13) Provide certification for Final Completion based on field inspection

Task 4 – Construction Observation

Based on the Project Understanding identified herein and a construction duration of 18-months to Substantial Completion and 20-months to Final Completion, the following Construction Administration services will be provided:

1) Provide full-time construction observation for an average of 40-hours per week for an 18-month continuous construction period.
2) Provide part-time construction observation for an average of 20-hours per week for a 2-month continuous construction period.
3) Field verify quantities of work completed for pay request processing.
4) Perform inspection for Substantial Completion and generate punchlist based on inspection. Coordinate completion of punchlist items.
5) Perform inspection for Final Completion and generate punchlist based on inspection. Coordinate completion of punchlist items.
6) Attend pump station startup and commissioning activities.
7) Maintain red-line set of drawings based on construction conditions to supplement contractor red-line markups for preparation of record drawings.

Task 5 – Project Closeout

1) Prepare two (2) hardcopies (paper) and two (2) digital (PDF and CAD) submittals of record drawings based on McKim & Creed provided red-line drawings and contractor red-line drawings.
2) Provide for all permit closeout and project closeout activities. Any permit fees related to closeout activities are included herein.
3) Provide a one-year warranty walkthrough, document any warranty items to be addressed, and coordinate completion of all warranty items.

Task 6 – Unallocated Project Budget

Task 6 will be set aside as a replenishment of the unallocated project budget to provide for changes in the scope of work or unforeseen revisions to the project approach. McKim & Creed will not utilize or expend effort on Task 6 without prior development of a scope, schedule, and fee estimate for the change in scope, and written authorization from Pender County. All tasks invoiced under the unallocated budget shall require prior approval from Pender County.

IV. ANTICIPATED SCHEDULE

Upon executed Notice to Proceed, we anticipate the following schedule for the proposed Scope of Work, assuming a Notice to Proceed date of June 30, 2023.

- Notice to Proceed — June 30, 2023
- Bidder Prequalification — August 30, 2023
- Bid Advertisement — September 30, 2023

- Construction Notice to Proceed — December 15, 2023
- Substantial Completion — June 15, 2025
- Final Completion — August 15, 2025
- Record Drawing Submittal — August 31, 2025
- Warranty Walkthrough — August 15, 2026

V. OWNER RESPONSIBILITIES

The Authority will be responsible for the following:

- All communication and correspondence for this project will be through the Pender County, who may be referred to in this proposal as "Owner."
- Owner shall provide full, unconditional and unlimited access to the project area without additional permit or access agreements, for the purposes of site investigations.
- The Owner will provide copies of all documents, tests, reports, modeling, or other miscellaneous information as required to facilitate completion of the project scope.
- Owner shall attend project meetings and provide timely review and approvals.
- Provide copies of all record drawings that exist for the existing facilities that will be impacted by the proposed project.
- Owner shall coordinate and pay for fees regarding posting prequalification and bid advertisements to the Pender-Topsail Post & Voice. Owner will post prequalification and bid advertisements to Pender County website.

VI. ADDITIONAL SERVICES

The Professional Services stated herein do not include the costs of the Additional Services as listed below. Additional Services can be provided if requested by the Owner, pursuant to the enclosed 2023 Hourly Rate Schedule. Additional Services include:

- Legal advertisements
- Court appearances for litigation, or preparation for the same
- Funding coordination
- Special Inspections
- Environmental Assessments or Environmental Impact Statements
- Historical or archaeological surveys or reports
- Hydrogeological investigations
- Hazardous material testing (asbestos, lead, etc.)

- Groundwater or soil contamination testing
- Biological surveys for endangered species
- Streetscape improvements or stormwater design improvements
- Architectural design services
- Transient analysis
- Conditions assessments of existing pipes, pump stations, or associated equipment, appurtenances, or miscellaneous items related to the existing system that will be impacted by the implementation of the proposed project.
- Obtaining variances from ordinances, standards, or other regulatory requirements from Pender County, or any other local, state, or federal agency.
- Design of treatment facilities and/or acquisition of NPDES permits
- Field drawdowns or testing of existing wastewater pump stations or treatment facilities
- Fees for bid advertisements and posting advertisements to local newspapers or Pender County webpage
- Rebidding of project
- Redesign of infrastructure after approval of final plans
- Additional construction administration or observation beyond what is described herein
- Partial Substantial Completion or Final Completion certifications beyond what is described herein
- Construction administration or observation for installation of adjacent fiber optic infrastructure

Additional services requested by Pender County shall be performed at an agreed upon scope and fee commensurate with the required tasks.

VII. BASIS FOR COMPENSATION

McKim & Creed, Inc. will perform the services outlined in the Scope of Work detailed above as indicated below:

Description	Fee	Fee Type
Task 1 – Bidder Prequalification	$10,200	Fixed Fee
Task 2 – Bid and Award Phase	$13,000	Fixed Fee
Task 3 – Construction Administration	$95,300	Fixed Fee
Task 4 – Construction Observation	$375,800	Fixed Fee

Mr. Kenny P. Keel, PE, Director
US-421 Pump Station, Force Main, and Water Main
Amendment No. 2
June 2, 2023

Description	Fee	Fee Type
Task 5 – Project Closeout	$20,200	Fixed Fee
Task 6 – Unallocated Project Budget	$25,000	Hourly, Not to Exceed
Amendment 2 Total Fee	**$539,500**	

We appreciate the opportunity to provide these services and look forward to our continuing work with Pender County. If you have any questions, please do not hesitate to contact me.

Sincerely,

McKIM & CREED, INC.

Adam Paukovich, PE
Regional Manager

I hereby authorize McKim & Creed, Inc. to proceed with the work described above.

PENDER COUNTY

By: _____ Date: _____
Jacqueline A. Newton

Title: Chair, Pender County Board of Commissioners

E-Verify Requirement. As a condition of payment for services rendered under this agreement, Engineer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (requirement that employers use E-Verify). Further, if Engineer provides the services to the Client utilizing a subcontractor, Engineer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Engineer shall verify by affidavit compliance with the terms of this section upon request of Client.

Mr. Kenny P. Keel, PE, Director
US-421 Pump Station, Force Main, and Water Main
Amendment No. 2
June 2, 2023

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

_____

Finance Officer, Pender County

McKIM&CREED

McKIM&CREED

Water Market 2023 Schedule of Hourly Rates

Employee Classification	(Rate/Hour)
Engineering	
Principal	$300.00
Engineering Manager	$270.00
Project Manager III	$230.00
Project Manager II	$210.00
Project Manager I	$190.00
Technical Specialist III	$280.00
Technical Specialist II	$270.00
Technical Specialist I	$240.00
Project Engineer IV	$220.00
Project Engineer III	$205.00
Project Engineer II	$175.00
Project Engineer I	$155.00
Engineer Intern	$140.00
I&C Specialist III	$205.00
I&C Specialist II	$185.00
I&C Specialist I	$155.00
Programmer III	$190.00
Programmer II	$175.00
Programmer I	$145.00
Designer IV	$160.00
Designer III	$140.00
Designer II	$130.00
Designer I	$110.00
Sr. CAD Technician	$100.00
CAD Technician	$85.00
Sr. Project Administrator	$105.00
Project Administrator	$90.00
Administrative Assistant	$80.00
Construction	
Construction Administrator IV	$185.00
Construction Administrator III	$165.00
Construction Administrator II	$150.00
Construction Administrator I	$125.00
Project Representative III	$145.00
Project Representative II	$125.00
Project Representative I	$110.00
Field Services	
Field Technician I	$90.00
Field Technician II	$120.00
Field Services Manager	$145.00

Employee Classification	(Rate/Hour)
Surveying	
Sr. Surveyor/Project Manager III	$250.00
Sr. Surveyor/Project Manager II	$216.00
Sr. Surveyor/Project Manager I	$185.00
Project Surveyor	$160.00
Sr. Survey CAD Technician	$120.00
Survey CAD Technician	$100.00
Survey Field Supervisor	$110.00
Project Coordinator I	$100.00
Project Coordinator II	$110.00
Project Coordinator III	$130.00
Field Survey Party 1 Person Crew	$120.00
Field Survey Party 2 Person Crew	$190.00
Field Survey Party 3 Person Crew	$245.00
Subsurface Utility Engineering	
Regional SUE Director.	$300.00
Director of SUE.	$250.00
Utility Engineering Sr. Project Manager	$230.00
Utility Engineering Project Manager	$188.00
Utility Coordinator I	$110.00
Utility Coordinator II	$130.00
Utility Engineering Technician I	$79.00
Utility Engineering Technician II	$94.00
Utility Engineering Analyst	$106.00
Utility Engineering Specialist	$141.00
Utility Engineering Party (2 Person Crew)	$188.00
Geospatial Information Systems	
GIS Specialist	$121.00
GIS Technician II	$99.00
GIS Technician I	$79.00
GIS Analyst I	$115.00
GIS Analyst II	$125.00
LiDAR Field Technician	$94.00
LiDAR Technician I	$84.00
LiDAR Technician II	$113.00
LiDAR Technician III	$135.00
Photogrammetric Technician	$109.00
Photogrammetrist	$160.00

Rates are valid through December 31, 2023

Expenses

In addition to labor, McKim & Creed bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of the client; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking etc.; mileage for all company-owned vehicles (trucks) will be billed at $0.85/mile; employee owned vehicles used for transportation related to the project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs.

McKim & Creed also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	June 19, 2023
SUBJECT:	Approval of Engineering Contract Amendment #1 for the Water Plant Generator & Wastewater Plant Berm Project, Budget Ordinance Amendment, and Increase FY22 Purchase Order # 518

SUMMARY:
The Water Plant Generator & Wastewater Plant Berm project is a response to issues seen during Hurricane Florence, and are funded with a 75% grant from the Federal Economic Development Administration (EDA) and a 25% local match. The WWTP Berm was recently awarded and is soon to start construction. The WTP Generator portion of the project had bids that were significantly above the available project funds, so we reassessed the project and found we could address the backup power concerns with a much more economical option. The project will now add a secondary diesel fuel tank for the existing generator, and backup plug-in facility for a portable generator in case of existing generator failure. These options take the place of the planned natural gas emergency generator.

These changes to the project design are outside the scope of the original engineering contract, so this amendment will add the redesign work to the scope. These changes have been approved by the EDA, so the project is still eligible for their grant funding.

The total amount of this amendment is $92,400, and is funded in account 83-404505 with approval of the Budget Ordinance Amendment included here.

ACTION REQUESTED:
Approve Amendment # 1, Budget Ordinance Amendment, and corresponding increase to FY22 Purchase Order # 518

ATTACHMENTS:
Budget Ordinance Amendment
Contract Amendment # 1

Friday, June 2, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 072 - WATER OPERATIONS

Division, Program, Project, etc. Water Plant Generator & Wastewater Plant Berm Project

Proposed Amendment: Move funds for additional engineering services, contract amendment # 1

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	83-404505	Contract Services-Engineer	92400
2	83-407400	Capital Outlay	-92400
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 0

Total Expenditures 0

Budget Amendment Balances when Zero. 0

Prepared By: Kenny Keel

Email kkeel@pendercountync.gov

June 2, 2023 231371

Mr. Kenny P. Keel, PE, Director
Pender County Utilities & Solid Waste
605 E. Freemont Street
PO Box 995
Burgaw, NC 28425

RE: Pender Commerce Park
Water Plant Generator & Wastewater Plant Berm
Proposal for Engineering Services – Amendment No. 1

Dear Mr. Keel:

We are pleased to present this amendment proposal to provide re-design, re-permitting, and re-bidding services for the generator component of the Water Plant Generator & Wastewater Plant Berm project. Our detailed proposal is as follows:

I. PROJECT UNDERSTANDING

The proposed amendment involves the re-design, re-permitting, and re-bidding services for the generator component of this project. The original design called for the installation of a second standby natural gas generator that would run parallel to the existing diesel generator. Design was completed and the project was bid, however, equipment procurement times and construction bids for this project were significantly higher than what was budgeted during the EDA Grant approval process.

The elongated procurement times and cost escalations are due to supply chain issues associated with the global COVID-19 pandemic, coupled with a scarcity of parts needed to build generators and associated electrical equipment, all having significant impacts on production times and overall finished product costs. In order to fulfill the EDA Grant requirements, the County is obligated to provide redundancy and improve reliability of power supplied to the Water Treatment Plant. To fulfill these requirements, Pender County wishes to provide the following:

243 North Front Street
Wilmington, NC 28401

910.343.1048
Fax 910.251.8282
www.mckimcreed.com

- Provide design and construction bid documentation for the installation of a new diesel fuel storage tank and associated diesel fuel piping and appurtenances
- Provide design and construction bid documentation for the installation of an outdoor rated portable generator docking station with integral manual transfer switch along with associated appurtenances, raceways, conductors, supports and hardware
- Provide design and construction bid documentation for the installation of a portable (not permanently mounted) fuel polishing system and associated piping appurtenances

The engineering services for this scope of amendment will include design, permitting, and bid phase services for each component described above. Our detailed scope of services for each major component is provided as follows:

II. SCOPE OF SERVICES

WATER TREATMENT PLANT NATURAL GAS GENERATOR

Task 1 – Re-Design & Re-Permitting Services

Re-design & re-permitting of the redundant auxiliary power supply components will include the following tasks:

30%, 60%, 90% and Final Design

1) 30% Design Submittal
    a. Provide one (1) site visit for half day to sight in locations of proposed auxiliary power equipment and site improvements including new bulk diesel tank, outdoor rated portable generator docking station and fuel polishing station piping. Meet with Owner during site visit to document equipment needs.
    b. Provide vendor quotations, lead times, and cut sheets for the new bulk diesel tank and outdoor rated portable generator docking station to include cam-lok or similar cabling requirements.
    c. Determine monitoring requirements and MOPO criterion for auxiliary power equipment and improvements in accordance with the Owner's requirements. Provide MOPO criterion in Technical Specification Section.

d. Provide 30% design site plan showing proposed locations of the bulk diesel fuel tank and outdoor rated portable generator docking station
e. Submit 30% design to County staff for review and comment. Attend one (1) in-person meeting to discuss design submittal and review comments with County staff.

2) 60% Design Submittal
   a. Upon approval of County staff for the 30% design submittal, McKim & Creed will prepare 60% documents for review.
   b. Provide Civil and Electrical Site Plans, Layouts, Elevations and/or Sections depicting existing conditions and new auxiliary electric equipment locations, conduit or duct-bank and diesel supply pipe routings, grounding, and civil site improvements.
   c. Provide Division 23, Division 26 and Division 40 Technical Specification Sections as required per the scope of work.
   d. Develop and provide 60% opinion of probable project cost and lead times summary.
   e. Submit 60% design to County staff for review and comment. Attend one (1) in-person meeting to discuss design submittal and review comments with County staff.

3) 90% Design Submittal
   a. Upon approval of County staff for the 60% design submittal, McKim & Creed will prepare 90% documents for review.
   b. Provide updated Civil and Electrical Site Plans, Layouts, Elevations and/or Sections based on Owner review comments and design review meeting.
   c. Provide General Sheets and Installation Detail Drawing(s)
   d. Provide Technical Specification Sections, starting at Division 01, as based on Owner review comments and design review meeting
   f. Develop and provide 90% opinion of probable project cost and lead times summary.
   g. Submit 90% design to County staff for review and comment. Attend one (1) in-person meeting to discuss design submittal and review comments with County staff.

4) Final Issued for Bid Design Submittal
   a. Upon approval of County staff for the 90% design submittal and at conclusion of permitting, McKim & Creed will prepare Final Issued for Bid documents.

b. Provide final Civil and Electrical Site Plans, Layouts, Elevations and/or Sections.
c. Provide final General Sheets and Installation Detail Drawing(s)
d. Provide final Technical Specification Sections, starting at Division 01
e. Provide final Front End Documents, starting at Division 00, consistent with EDA funding
f. Comments received from the 90% design via the County and regulatory agencies will be incorporated as appropriate.
g. Final documents will be developed to include detailed design drawings, details, specifications, and reports suitable for public bidding
h. Develop final opinion of probable project cost and lead times summary.

Permitting Tasks

McKim & Creed will prepare and submit the following permits for the proposed project:

- Administrative Permit Change Request Letter NC DEQ Public Water Supply – this scope of work assumes that a letter request can be submitted to Public Water Supply to administratively revise the WTP permit to include the new auxiliary power sources. If a full permit submittal is required, it would be considered as Additional Services.
- Economic Development Administration (EDA) Approval to Bid – McKim & Creed will submit the proposed bid package and required documentation to EDA for review and approval prior to bid advertisement.
- It is assumed that no permit fees are required

McKim & Creed will prepare all noted permit applications and supporting documentation for submittal to the appropriate review agency. Comments received will be addressed and incorporated as required.

Task 2 – Re-Bidding Services

McKim & Creed will provide the following services during the Re-Bidding Task of the Project.

1) Prepare a formal bid advertisement and provide one (1) set of reproducible plans and specifications to Pender County for on-site bidder review purposes.

2) Pender County will post formal bid advertisement to County's website and submit advertisement to Pender-Topsail Post & Voice newspaper. McKim & Creed will post to the local plan rooms. Pender County will provide any fees for posting advertisement in the local newspaper.
3) Contact potential bidders and distribute bid packages.
4) Maintain a record of plan holders to whom bid packages have been issued.
5) Attend and conduct a virtual prebid meeting, prepare and distribute agenda, receive questions from prospective bidders, and prepare and distribute meeting minutes to all plan holders.
6) Respond to bidder inquiries, prepare addenda, and distribute digital copies of addenda to all plan holders.
7) Schedule and conduct an in-person bid opening.
8) Review and tabulate bids, and provide sealed bid and extended bid tabulations to Pender County.
9) Provide Recommendation of Award letter to Pender County for Board approval.
10) Provide up to five (5) hardcopies of Issued for Construction plans and specifications for contract signatures and distribution. Plans and specifications will not be conformed, however, addenda will be attached to the project manual.
11) Rebidding of project is considered an Additional Service and will be compensated through Unallocated Project Budget upon request of McKim & Creed and authorization of County.

The Re-Bidding Task will conclude upon Pender County's issuance of a notice to proceed to the selected construction contractor. It is assumed that a rebid of this project, if required, will be considered Additional Services.

III. Anticipated Schedule

Upon executed Authorization to Proceed, we will complete the proposed Scope of Work per the following anticipated schedules, assuming a Notice of Proceed date of June 30, 2023:

WATER TREATMENT PLANT NATURAL GAS GENERATOR – AMENDMENT NO. 1

Item	Task Duration (Calendar Days)	Task Duration (Months)	Cumulative Duration (Calendar Days)	Cumulative Duration (Months)	Completion Date
Notice to Proceed	-	-	-	-	June 30, 2023
30% Design	30	1	30	1	July 31, 2023
60% Design	60	2	90	3	September 30, 2023
90% Design	30	1	120	4	October 31, 2023
EDA and Permit Review	30	1	150	5	November 30, 2023
Final Design/Issued for Bid	15	0.5	165	5.5	December 15, 2023
Open Bids/Notice of Award	45	1.5	210	7	February 1, 2024

IV. Fee Compensation

McKim & Creed, Inc. will perform the services outlined in the Scope of Work detailed above for the fixed fee amounts as indicated below:

WATER TREATMENT PLANT NATURAL GAS GENERATOR – AMENDMENT NO. 1

Item	Fee
Task 1: Re-Design & Re-Permitting Services	$79,400
Task 2: Re-Bidding Services	$13,000
Total Fee (Tasks 1 & 2)	**$92,400**

V. Project Assumptions and Owner Responsibilities

The following represents assumptions for the project and Owner responsibilities which shall be incorporated as part of this proposed scope of work:

1. All communication and correspondence for this project will be through the Pender County, who may be referred to in this proposal as "Owner."
2. Owner shall pay all fees for permits, easement, and property recordation.
3. Owner shall provide full, unconditional, and unlimited access to property without additional permit or access agreements, for the purposes of site investigations.
4. The Owner will provide copies of all documents, tests, reports, modeling, or other miscellaneous information as required to facilitate completion of the project scope.
5. Owner shall attend project meetings and provide a timely review and approval of all documents being submitted.

6. Provide copies of all record drawings that exist for the existing facilities that will be impacted by the proposed project.
7. Owner shall coordinate and pay for fees regarding posting prequalification and bid advertisements to the Pender-Topsail Post & Voice. Owner will post prequalification and bid advertisements to Pender County website.
8. McKim & Creed will utilize Pender County "front- end" specifications and will supply additional technical specifications as required to fit the project scope. Review for conformity and conflicts between County documents and McKim & Creed documents are included as part of this proposed scope of work.
9. McKim & Creed will utilize Pender County standard details (as available) and will supplement those details with McKim & Creed generated details as required for the project scope as outline in this proposal.

VI. Additional Services (Not Included)

The Professional Services stated herein above do not include the costs of, but can be provided if requested, pursuant to the enclosed 2023 Hourly Rate Schedule.

- Legal advertisements
- Court appearances for expert witness, litigation, or preparation for the same
- Special inspections
- Environmental Assessments or Environmental Impact Statements
- Threatened or Endangered Species or other biological surveys
- Historical or archaeological surveys or reports
- Hydrogeological investigations
- Groundwater or soil contamination testing
- Hazardous material testing (asbestos, lead, etc.)
- US Fish & Wildlife Permitting or Approvals
- CAMA Major Permitting
- HEC-RAS or Flood Modeling
- FEMA Flood Map Revisions
- Section 401/404 Permitting
- PNG, Duke Energy, NCDOT, or Railroad Encroachment Agreements, including fees or license agreements
- NCDOT Right of Way Mapping or detailed research to verify existing rights of way along NCDOT routes.
- Permits other than what is include herein
- Permit fees or fees for recordation of easement or fee simple mapping

- Obtaining variances from ordinances, standards, or other regulatory requirements from Pender County, or any other local, state, or federal agency
- Off-site drainage improvements
- Architectural design services
- Subsurface Utility Engineering (horizontal location of existing utilities) not specifically described in this proposal.
- Topographic Surveying or Easement acquisition not specifically described in this proposal
- Redesigns of facilities after approval of final plans
- Design of treatment facilities and/or acquisition of NPDES permit
- Field drawdowns or testing of treatment facilities
- Condition assessment of existing facilities and associated equipment, appurtenances, miscellaneous items related to the existing system that will be impacted by implementation of the proposed project.
- Attendance at meetings or responses from review of the project design by outside consultants or other entities except for Pender County staff.
- Re-Advertisement or Re-Bid of project, other than what is described herein
- Fees for bid advertisements and posting advertisements to local newspapers or Pender County webpage
- Additional auxiliary power sources, other than what is described herein

We appreciate the opportunity to provide these services and look forward to our continuing work with Pender County. If you have any questions or require clarification, please do not hesitate to contact me.

Sincerely,
McKIM & CREED, Inc.



Adam Paukovich, PE
Regional Manager

Enclosures: 2023 Hourly Rate Schedule

Mr. Kenny P. Keel, PE, Director
June 2, 2023

I hereby authorize McKim & Creed, Inc. to proceed with the work described above.

PENDER COUNTY

By: _____ Date: _____
Jacqueline A. Newton

Title: Chair, Pender County Board of Commissioners

E-Verify Requirement. As a condition of payment for services rendered under this agreement, Engineer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (requirement that employers use E-Verify). Further, if Engineer provides the services to the Client utilizing a subcontractor, Engineer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Engineer shall verify by affidavit compliance with the terms of this section upon request of Client.

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

_____

Finance Officer, Pender County

McKIM&CREED

Water Market 2023 Schedule of Hourly Rates

Employee Classification	(Rate/Hour)
Engineering	
Principal	$300.00
Engineering Manager	$270.00
Project Manager III	$230.00
Project Manager II	$210.00
Project Manager I	$190.00
Technical Specialist III	$280.00
Technical Specialist II	$270.00
Technical Specialist I	$240.00
Project Engineer IV	$220.00
Project Engineer III	$205.00
Project Engineer II	$175.00
Project Engineer I	$155.00
Engineer Intern	$140.00
I&C Specialist III	$205.00
I&C Specialist II	$185.00
I&C Specialist I	$155.00
Programmer III	$190.00
Programmer II	$175.00
Programmer I	$145.00
Designer IV	$160.00
Designer III	$140.00
Designer II	$130.00
Designer I	$110.00
Sr. CAD Technician	$100.00
CAD Technician	$85.00
Sr. Project Administrator	$105.00
Project Administrator	$90.00
Administrative Assistant	$80.00
Construction	
Construction Administrator IV	$185.00
Construction Administrator III	$165.00
Construction Administrator II	$150.00
Construction Administrator I	$125.00
Project Representative III	$145.00
Project Representative II	$125.00
Project Representative I	$110.00
Field Services	
Field Technician I	$90.00
Field Technician II	$120.00
Field Services Manager	$145.00

Employee Classification	(Rate/Hour)
Surveying	
Sr. Surveyor/Project Manager III	$250.00
Sr. Surveyor/Project Manager II	$216.00
Sr. Surveyor/Project Manager I	$185.00
Project Surveyor	$160.00
Sr. Survey CAD Technician	$120.00
Survey CAD Technician	$100.00
Survey Field Supervisor	$110.00
Project Coordinator I	$100.00
Project Coordinator II	$110.00
Project Coordinator III	$130.00
Field Survey Party 1 Person Crew	$120.00
Field Survey Party 2 Person Crew	$190.00
Field Survey Party 3 Person Crew	$245.00
Subsurface Utility Engineering	
Regional SUE Director.	$300.00
Director of SUE.	$250.00
Utility Engineering Sr. Project Manager	$230.00
Utility Engineering Project Manager	$188.00
Utility Coordinator I	$110.00
Utility Coordinator II	$130.00
Utility Engineering Technician I	$79.00
Utility Engineering Technician II	$94.00
Utility Engineering Analyst	$106.00
Utility Engineering Specialist	$141.00
Utility Engineering Party (2 Person Crew)	$188.00
Geospatial Information Systems	
GIS Specialist	$121.00
GIS Technician II	$99.00
GIS Technician I	$79.00
GIS Analyst I	$115.00
GIS Analyst II	$125.00
LiDAR Field Technician	$94.00
LiDAR Technician I	$84.00
LiDAR Technician II	$113.00
LiDAR Technician III	$135.00
Photogrammetric Technician	$109.00
Photogrammetrist	$160.00

Rates are valid through December 31, 2023

Expenses

In addition to labor, McKim & Creed bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of the client; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking etc.; mileage for all company-owned vehicles (trucks) will be billed at $0.85/mile; employee owned vehicles used for transportation related to the project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs.

McKim & Creed also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	June 19, 2023
SUBJECT:	Approval of Construction Change Order #2 for the Tank & Wells Construction Project and Associated Increase of FY23 Purchase Order # 394

SUMMARY:
Construction is ongoing for the elevated tank and 3 wells in Scotts Hill and Hampstead. This change order incorporates some necessary revisions to the work, such as an upsizing of the well site generators, some final price escalations due to initial project delays, additional tree removal, a relocation of a jack & bore installation, and additional well casing due to subsurface problems experienced during well drilling at the Hampstead Tank site.

This Change Order No. 2 follows a previous change order which decreased the amount of the construction contract by $293,736.65 through value engineering improvements to the work. Change Order No. 2 increases the contract amount by $99,876.53. Therefore, our construction contract is just over $193k less than the original bid amount.

The total amount of this amendment is $99,876.53, and is funded in account 61-407460.

ACTION REQUESTED:
Approval of Construction Change Order #2 and Associated Increase of FY23 Purchase Order # 394

ATTACHMENTS:
Change Order # 2

Change Order
No. 02

Date of Issuance: _____ Effective Date: _____

Project: **Scotts Hill Water and Sewer District, Elevated Tank and Wells**	Owner: **Pender County Utilities**	Contract No.: **SRF 2006**
Contractor: **The Harper Corporation**		Date of Contract: **December, 2022**

The Contract Documents are modified as follows upon execution of this Change Order:

Description: **Refer to Attachment A**

Attachments (Documents supporting change: **Refer to Attachment B**

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price:	Original Contract Times: Calendar days
	One Well in Production (days or date): 10 months
$ 10,970,000.00	Ready for Final Payment (days or date): 450 days
Decrease from previously approved Change Orders:	Increase from previously approved Change Orders
	One Well in Production (days): 68 days
$ 293,736.65	Ready for Final Payment (days): 67 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	One Well in Production (days or date): December 19, 2023
$ 10,676,263.35	Ready for Final Payment (days or date): May 12, 2024
Increase of this Change Order:	Increase of this Change Order:
	One Well in Production (days or date): 0 days
$99,876.53	Ready for Final Payment (days or date): 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	One Well in Production (days or date): December 19, 2023
$ 10,776,139.88	Ready for Final Payment (days or date): May 12, 2024

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

ATTACHMENT A

SCOTTS HILL WATER AND SEWER DISTRICT
ELEVATED TANK AND WELLS

CHANGE ORDER NO. 2

CHANGE ORDER ITEM NO.	***DESCRIPTION***	***COST***
1	Additional Cost Associated with Upsizing Generators to 150kV *Add the sum of $35,612.07* ***Item No. 1 Total***	***$35,612.07***
2	Modification to Contract Pricing due to Price Escalation between Bid Opening and Award *Add the sum of $22,645.00* ***Item No. 2 Total***	***$22,645.00***
3	Additional Tree Removal at Hoover Driveway *Add the sum of $10,543.50* ***Item No. 3 Total***	***$10,543.50***
4	Additional Costs Associated with Relocation of the Jack and Bore at Hoover *Add the sum of $2,725.59* ***Item No. 4 Total***	***$2,725.59***
5	Installation of Extended Well Casing at Hampstead *Add the sum of $28,350.37* ***Item No. 5 Total***	***$28,350.37***

ATTACHMENT A

SCOTTS HILL WATER AND SEWER DISTRICT
ELEVATED TANK AND WELLS

CHANGE ORDER NO. 2

REASONS/JUSTIFICATION FOR CHANGES

CHANGE ORDER ITEM NO.	***REASON/JUSTIFICATION***
1	*During the submittal and review process for the generators, loading calculations performed by the generator supplier indicated that the specified 125kW generator would not provide sufficient capacity to run the connected loads. As a result of long lead times in manufacturing, the supplier ordered 150kW generators in order to meet the project schedule. Following discussions with CDM Smith, it was determined that the 125kW would be sufficient provided some of the minor loads, like the eyewash units, were not connected to the generators. However, this change does allow for all loads to be connected to the generators as well as providing some capacity for future loads.*
2	*Due to bid prices coming in above Pender County's budget for the project, efforts were made to secure additional funding. This change item covers those material and labor cost escalations that were not included in the first change order.*
3	*During the staking and layout of the new driveway to the Hoover Road well site, five additional tress and one tree stump would need to be removed in addition to the two trees called out on the drawings. This change is for the removal of those additional trees to provide clear access to the Hoover site.*
4	*While staking out the location of the jack and bore for the water line crossing of Hoover Road, it was noted that the receiving pit would be located too close to an existing power pole. The best solution was to move the jack and bore approximately 50 feet to the south. This move increased the length, and layout, of piping on the west side of Hoover Road. This change is for the cost of the additional pipe and installation.*
5	*During exploratory boring for the Hampstead well zone of coarse-grained sand was encountered at 20' to 40' deep in the proposed well location. There was concern that this zone would create a caving hazard causing the well to collapse and it was decided to install a 24" pit casing across this zone to a clay to eliminate the risk of collapse. This change is for the installation of the 24" casing material.*

ATTACHMENT B

SCOTTS HILL WATER AND SEWER DISTRICT
ELEVATED TANK AND WELLS

CHANGE ORDER NO. 2

SUPPORTING DOCUMENTATION

CHANGE ORDER ITEM NO.	***DOCUMENTATION***
1	*- Harper Change Notification #002, dated February 28, 2023.*
2	*- Harper Change Notification #003, dated February 28, 2023.*
3	*- Harper Change Notification #004, dated February 28, 2023.*
4	*- Harper Change Notification #005, dated February 28, 2023.*
5	*- Harper Change Notification #009, dated March 30, 2023.*

HARPER
GENERAL CONTRACTORS
Environmental Systems

Change Notification # 002

Project: 22-513-Scotts Hill Pender Co T & W

Environmental Systems Division
312 East Coffee Street
Greenville, South Carolina 29601
Phone: +18645467900

Project Manager: Peter Pistolis
(864) 979-6965
ppistolis@harpergc.com

CHANGE NOTIFICATION #002: UPDATED GENERATOR SIZING

DATE: 2/28/2023

TO: **Pender County Utilities**
605 East Fremont Street
Burgraw, North Carolina 28425

ATTENTION:

INITIATED BY: Peter Pistolis

SCHEDULE IMPACT: 0 days

SOURCE:

DESCRIPTION:
CE #003 - Updated Generator Sizing
Project drawings and specifications called for a 125kW generator to be provided. When loading calculations were provided by Engineer to generator supplier it was determined that the loading was above the capacity of a 125kW generator (specific loading was 125.5kW). It was determined that the generator sizing will need to be upsized to a 150kW generator for all three well site locations.

ATTACHMENTS:
Pender County Elevated Tank and Wells - Nixon Quote - 12.22.22.pdf, Pender County Elevated Tank and Wells (Dual Fuel)- Nixon Quote - 8.10.22.pdf, Generator sizing report.pdf, tib101.pdf

#	Cost Code	Description	Type	Amount	Labor Burden (58.57%) Per BSR email 2021 Burden Update (58.57% Applies to LABOR, OVERTIME LABOR, and LABOR BURDEN.)	Subcontractor Bond (2% of SUB) (2.00% Applies to SUBCONTRACT.)	Fuel & Oil (55% of EQT) Per Creed email June 2022 (55.00% Applies to EQUIPMENT INTERNAL and Equipment Rented.)	Misc Tools (5% of Labor) (5.00% Applies to LABOR, OVERTIME LABOR, and LABOR BURDEN.)	Safety (3% of Labor) (3.00% Applies to LABOR, OVERTIME LABOR, and LABOR BURDEN.)	Punchlist (3% of Labor) (3.00% Applies to LABOR, OVERTIME LABOR, and LABOR BURDEN.)	Clean up (2% of Labor) (2.00% Applies to LABOR, OVERTIME LABOR, and LABOR BURDEN.)	Sales Tax (6.75% Applies to EQUIPMENT INTERNAL, Equipment Rented, and MATERIAL.)	Subtotal
1	16-801 - Generator Package	Generator Upsizing	MATERIAL	$ 28,141.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 1,899.52	$30,040.52
			Subtotal:	$ 28,141.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$ 1,899.52	$30,040.52
Quotation Estimate ($50/hr): 0.00% Applies to all line item types.													$ 0.00
Submittal Preparation ($50/hr): 0.00% Applies to all line item types.													$ 0.00
Procurement ($50/hr): 0.00% Applies to all line item types.													$ 0.00
Field Coordination ($50/hr) : 0.00% Applies to all line item types.													$ 0.00
Direct Supervision ($50/hr): 0.00% Applies to all line item types.													$ 0.00
As-Built Documents ($50/sheet): 0.00% Applies to all line item types.													$ 0.00

AGC Fee (0.05% of total): 0.05% Applies to all line item types.	$ 15.02
Insurance (0.50% of Total): 0.50% Applies to all line item types.	$ 150.28
Builders Risk Insurance (Coastal 0.5% or Non-Coastal 0.25%): 0.50% Applies to all line item types.	$ 151.03
Licenses & Permits (1% of Total): 1.00% Applies to all line item types.	$ 303.57
Harper Bond (1% of Total) : 1.00% Applies to all line item types.	$ 306.60
Fee (15% of L, M, E, OTH): 15.00% Applies to Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.	$ 4,645.05
Fee (5% of SUB) : 5.00% Applies to SUBCONTRACT.	$ 0.00
Grand Total:	$35,612.07

Unless otherwise noted herein, pricing is based on the work occurring and being completed between the date of this Potential Change Order and contract substantial completion. Any variance to schedule would require an adjustment to this Potential Change Order in time and money to account for additional direct costs required to procure, install and/or manage this scope of work. Pricing is valid for 30 days from the date of this Potential Change Order.

KOHLER. Power Systems

Sizing Report

Project information

Project name: Scotts Hill Generator
Customer's name: CDM Smith
Customer contact:

Site requirements

Voltage:	277/480
Phase:	3
Frequency:	60Hz
Alt. Temp. Rise Duty:	130°C Standby @40C
Qty of Gensets:	1
Fuel type:	LP Vapor
Country :	United States

Application:	Construction
Emissions Requirement:	Stationary emergency (US EPA)
Altitude:	500 Feet
Max. Ambient Temp.:	105 Degrees F
Min. Genset Loading :	30 %
Max. Genset Loading :	90 %

Site load requirements summary

Running kW:	125.56
Running kVA:	130.30
Running P.F.:	0.96

Max. Starting kW:	60.00 in step 3
Max. Starting kVA:	62.03 in step 1

Generator selection

Genset Model:	KG150
Engine:	KG10V08TA
Emission level:	EPA Certified
BHP:	244.10
Displacement:	629.00
RPM:	1800

Alternator:	4R13X
Alternator Leads:	12
Alt. Starting kVA at 35% V dip:	540.00
Cal Alt Temp rise with site loads:	105C
Excitation System :	PMG

Rated kW :	150.00
Site Alt / Temp De-Rated kW :	145.33
UL 2200 Certified	

Generator Performance Summary

Voltage Dip Limit:	30.00 %
Frequency Dip Limit:	10.00 %
Harmonic Distortion Limit:	15.00 %

Calculated Voltage Dip:	6.76 %
Calculated Frequency Dip:	4.57 %
Calculated Harmonic Distortion:	7.26 %
Calculated Genset % Loaded:	86.39 %

Report prepared by: Daniel Goodman

TOTAL SYSTEM INTEGRATION
GENERATORS | TRANSFER SWITCHES | SWITCHGEAR | CONTROLS

The analysis provided from Power Solutions Center are for reference only. The installer must work with the local distributor and technician to confirm actual requirements when planning the installation. Kohler Co. reserves the right to change design or specifications without notice and without any obligation or liability whatsoever. Kohler Co. expressly disclaims any responsibility for consequential damages.

Report prepared by: Daniel Goodman

TOTAL SYSTEM INTEGRATION
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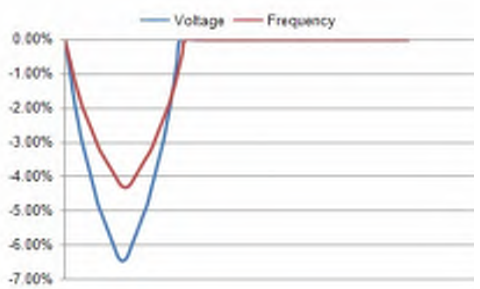
KOHLER. Power Systems

Sizing Report

Model : KG150, Alternator : 4R13X

Load Profile

Step # 1	Qty	Run			Start			Volt Dip %	Freq Dip %	Volt. Dist. %
		kW	kVA	PF	kW	kVA	PF			
Motor **Well Pump** **46.94 HP** **3 Phase** **Motor code : G** **Loaded** **NEMA Design** **VFD**	1	43.23	48.03	0.90	43.23	48.03	0.90			
Misc. Non-Linear Load **3 Phase** **1 PHASE**	1	12.60	14.00	0.90	12.60	14.00	0.90			
Step Total		55.83	62.03	0.90	55.83	62.03	0.90	6.45	4.30	7.26
Cum.Total		55.83	62.03	0.90						



Report prepared by: Daniel Goodman

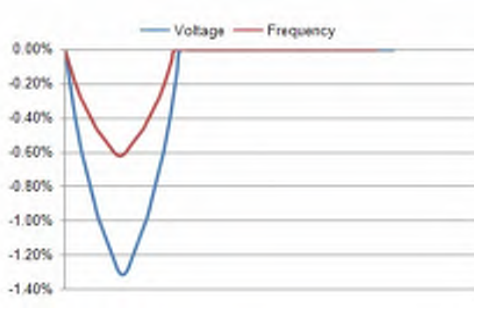
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KOHLER. Power Systems

Sizing Report

Step # 2	Qty	Run			Start			Volt Dip %	Freq Dip %	Volt. Dist. %
		kW	kVA	PF	kW	kVA	PF			
Air Conditioning **3 Phase across the line**	1	9.73	12.47	0.78	6.24	12.47	0.50			
Step Total		9.73	12.47	0.78	6.24	12.47	0.50	1.31	0.62	7.26
Cum.Total		65.56	74.24	0.88						



Report prepared by: Daniel Goodman

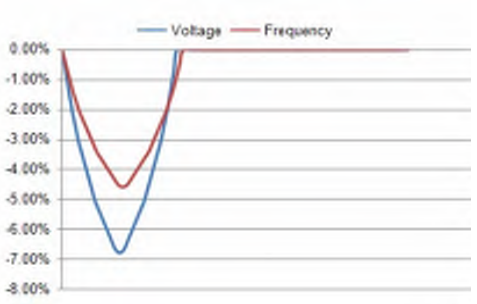
TOTAL SYSTEM INTEGRATION
GENERATORS | TRANSFER SWITCHES | SWITCHGEAR | CONTROLS

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KOHLER. Power Systems

Sizing Report

Step # 3	Qty	Run			Start			Volt Dip %	Freq Dip %	Volt. Dist. %
		kW	kVA	PF	kW	kVA	PF			
Misc. Linear Load **Water Heater** 3 Phase	1	60.00	60.00	1.00	60.00	60.00	1.00			
Step Total		60.00	60.00	1.00	60.00	60.00	1.00	6.76	4.57	7.26
Cum.Total		125.56	130.30	0.96						
Grand Total		125.56	130.30	0.96				6.76	4.57	7.26



Report prepared by: Daniel Goodman

TOTAL SYSTEM INTEGRATION
GENERATORS | TRANSFER SWITCHES | SWITCHGEAR | CONTROLS

The analysis provided from Power Solutions Center are for reference only. The installer must work with the local distributor and technician to confirm actual requirements when planning the installation. Kohler Co. reserves the right to change design or specifications without notice and without any obligation or liability whatsoever. Kohler Co. expressly disclaims any responsibility for consequential damages.

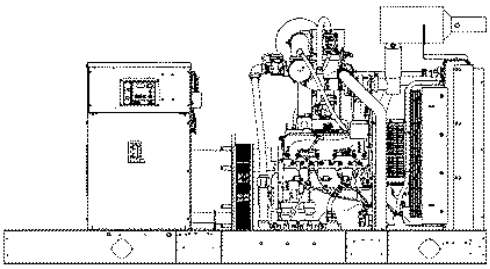
Nixon Power Services
3101 Yorkmont Road Suite 100
Charlotte, NC 28208
P: 704-588-1043 F: 704-588-8373

Job Name: Elevated Tank and Wells #1
Offer: 14262
Quote Number:0026900903
Quote Submitted: 08-10-2022
Valid Through: 09-09-2022
Version 17.00

To: Harper General Contractors

From:
Matthew Barbeau
Regional Sales Manager
3101 Yorkmont Road
Suite 100
Charlotte, NC 28208
Phone: 704-588-1043 ext. 2567 | Mobile: 980-256-1316
mbarbeau@nixonpower.com

Generator



Kohler Model: KG125

This dual fuel generator set equipped with a 4R12X alternator operating at 277/480 volts is rated for 105kW/131 kVA. Output amperage: 158

Standard Features:

- EPA-Certified for Stationary Emergency Applications
- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- CSA approval is available.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- The generator set accepts rated load in one step.
- A one-year limited warranty covers all generator set systems and components. Two-and five-year extended limited warranties are also available.
- Natural gas, LP gas, and dual fuel models are available.
- Air Cleaner Restrictor Indicator
- Alternator Protection
- Battery Rack and Cables

Alternator Features:

- Electronic, Isochronous Governor
- Gas Fuel System
- Integral Vibration Isolation
- Local Emergency Stop Switch
- Oil Drain Extension
- Operation and Installation Literature
- Open Unit Accessory Kit
- The brushless, rotating-field alternator has broad range reconnectability.

Other Features:

- Natural gas is the primary fuel. Automatically transfers back to primary fuel when LP fuel becomes lwo or generator stops and restarts.
- The patent pending reset box on the generator provides the ability to manually transfer back to natural gas.
- The natural gas rating is available when running on natural gas.
- APM603 controller provides load shed for automatic derate to LP ratings to prevent an overload condition.

Nixon Power Services
3101 Yorkmont Road Suite 100
Charlotte, NC 28208
P: 704-588-1040 F: 704-588-8373

Job Name: Elevated Tank and Wells #1
Offer: 14262
Quote Number:0026900903
Quote Submitted: 08-10-2022
Valid Through: 09-09-2022
Version 17.00

Qty	Description
	KG125 Generator System
3	KG125 Generator Set

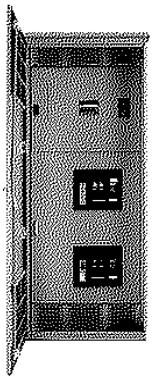
Includes the following:

Literature Languages	English
Approvals and Listings	UL2200 Listing/cUL Genset List
Approvals and Listings	IBC Seismic Certification
Engine	DualFuel,UL, PreAlarm, Stdby
Nameplate Rating	Standby 130C Rise
Voltage	60Hz, 277/480V, Wye, 3Ph, 4W
Alternator	4R12X
Cooling System	Unit Mounted Radiator, 50C
Skid and Mounting	Skid, 44"
Air Intake	Standard Duty
Controller	APM603
Enclosure Type	Sound
Enclosure Material	Steel
Starting Aids, Installed	1500W,110-120V
Electrical Accy.,Installed	Battery, 1/12V, Wet
Electrical Accy.,Installed	Battery Charger, 10A
Electrical Accy.,Installed	Run Relay
Electrical Accy.,Installed	Generator Heater
Rating, LCB 1	100% Rated
Amps, LCB 1	250
Trip Type, LCB 1	Thermal Magnetic
Interrupt Rating LCB 1	18kA at 480V
Aux Trip, LCB 1	Shunt Trip
LCB Accy. Installed	Shunt Trip Wiring
Ground Fault Relay Indication	Ground Fault Relay Indication
Miscellaneous Accy,Installed	Coolant in Genset
Warranty	2 Year
Testing, Additional	Power Factor Test,0.8,3Ph Only

3	NEC Remote, E-Stop
6	Flexible Fuel Line (Nat/LP)
3	Literature, General Maintenance, KG125
3	RSA III, ATS Annunciator

Nixon Power Services
3101 Yorkmont Road Suite 100
Charlotte, NC 28208
P: 704-588-1040 F: 704-588-8373

Automatic Transfer Switch



Kohler Model: KEP-DMTA-0250S-NK

3 Pole, 4 Wire, Solid Neutral, 250 amp, Kohler Service Entrance rated Programmed automatic transfer switch, Model KEP-DMTA-0250S-NK, rated 480V, 60 Hz complete with all standard equipment and housed in a NEMA Type 1 enclosure.

Standard Features

- UL 1008 Listed
- Service entrance rated switch incorporates an isolating mechanism and overcurrent protection on the utility side
- Fully enclosed silver alloy contacts provide high withstand rating
- 3-cycle short circuit current withstand-tested
- Completely seperate utility and generator set power switching units provide redundancy and are easy to service
- Inherent stored-energy design prevents damage if manually switched while in service
- Heavy duty brushless gear motor and operating mechanism provide mechancial interlocking and extreme long life with minimal maintenance
- All mechanical and control devices are visible and readily accessible
- Padlockable service disconnect control switch
- Kohler Decision-Maker MPAC 1500 digital controller
- LCD display, 4 lines x 20 characters, backlit
- LED indicators: source available, transfer switch position, service required, not in auto
- Phase-to-phase sensing and monitoring with 0.5% accuracy on both sources
- Frequency sensing with 0.5% accuracy on both sources
- Anti-single phasing protection
- Programmable over and under voltage on both sources
- Programmable over and under frequency on both sources
- Adjustable time delays

Time-based and current-based load control of nine individual loads (with appropriate I/O modules)

- Programmable transfer commit/no commit
- 21 programmable exercise events
- Fail-safe transfer for loaded test and exercise functions
- Two programmable inputs / two programmable outputs on main logic board
- RS-485 and Modbus RTU communications
- RJ-45 and Modbus TCP/IP communications

Qty	Description
	ATS KEP Transfer Switch System
3	KEP-DMTA-0250S-NK

Includes the following:

Literature Languages	English
Mechanism	Service Entrance
Transition	Programmed
Logic	1500
Voltage	480V / 60 Hz
Poles & Wires	3 Pole/4 Wire, Solid Neutral
Enclosure	Nema 1
Amps	250 Amps
Connection	Standard
ATS Utility Switching Device	MCCB ET 250-800A
ATS Generator Switching Device	MCSW 100-1200A
IBC Seismic Certification	IBC Seismic Certification
CSA Certification	None
Miscellaneous Acc.,Installed	Input/Output Module, Qty 2
Miscellaneous Acc.,Installed	Supervised Transfer Control
Warranty	1-YR STANDARD

3	Lit Kit, ATS Production, KEP

Clarifications

Clarifications

RELATED ITEMS NOT INCLUDED:

Third party testing such as NETA Testing and Infrared Scanning, is not included in this proposal. If required, these services are to be provided by others.

Off–Loading, Permits, Concrete Pad, Installation, Exhaust Installation, Extended Wiring, Fuel, Extended Exhaust, Anchor Bolts, Cooling Piping, and Insulation are NOT included unless specifically listed in the above bill of materials.

Price includes cost of PE Stamped enclosure.

This quote takes exception to:

- Bypass isolation automatic transfer switches. Standard open transition, Service Entrance Rated switches are provided.
- Factory witness testing and harmonic testing.
- Enclosure accessories such as load center, LED Lights, GFCI Convenience outlets, automatic dampers, and exhaust fan. These accessories are not standard for units of this size.

Current Lead Time: Approx. 52-54 weeks ARO. Lead times are based on firm order levels and current line capacities. Lead times are subject to change during “High Volume” period.

Distributor Startup & Freight

A FACTORY TRAINED TECHNICIAN shall perform necessary installation checks, startup inspection, and testing per the written specifications once the equipment is furnished and installation is completed. The above pricing is based on same day start-up and training (unless otherwise stated in specification). Startup inspection and testing is included and will be completed during normal Business hours Monday thru Friday 8:00 am to 5:00 pm. We can perform start up after hours and weekends at additional cost**.**

Proposal includes freight via FOB Factory to first destination only. FOB Factory with freight allowed to your jobsite (or office) if accessible by a semi. All deliveries are drop-shipped. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 8:00 a.m. to 5:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

Miscellaneous

Price subject to change if additional drawings or specification information becomes available.

The generator quoted is designed to accept both natural gas and LP fuel types via a single shut off valve. The valve must be shut off and alternate fuel type connected before valve can be opened.

This quote provides generators and automatic transfer switches for three well sites. It is assumed that all three well sites are identical. Price subject to reconfiguration if well sites vary from one another.

Due to Market Volatility, pricing will be held for 30 Days.

Nixon Power Services
3101 Yorkmont Road Suite 100
Charlotte, NC 28208
P: 704-588-1040 F: 704-588-8373

OFFER TOTAL SELL PRICE: $168,348.00

Price does not include any applicable taxes or installation

OFFER ACCEPTANCE

I hereby authorize to use this form as a bona fide purchase order of the equipment shown on Offer Number: 14262, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Proposed by:		**Accepted by:**	
Company	Nixon Power Services	Company:	_____
Print Name:	Francois Moolman	Print Name:	_____
Title:	Inside Sales Engineer	Title:	_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____
		PO Number:	_____

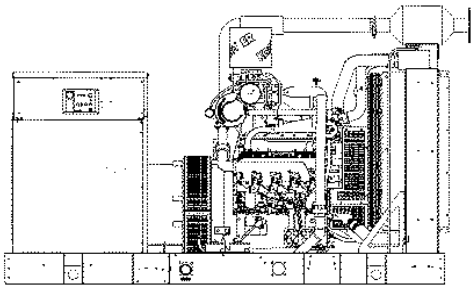
Nixon Power Services
1440 Lakes Parkway
Suite 600
Lawrenceville, GA 30043
P: 770-448-6687 F: 770-448-6538

Job Name: Pender County Scott's Hill
Quote Number:0026940618
Quote Submitted: 12-20-2022
Valid Through: 01-19-2023
Version 5.00
Page: 1

To: **Harper General Contractors**

From: **Matthew Barbeau**
Regional Sales Manager
3101 Yorkmont Road
Suite 100
Charlotte, NC 28208
Phone: 704-588-1043 ext. 2567 | Mobile: 980-256-1316
mbarbeau@nixonpower.com

Generator



Kohler Model: KG150

This dual fuel generator set equipped with a 4R13X alternator operating at 277/480 volts is rated for 150kW/188 kVA. Output amperage: 227

Standard Features:

- EPA-Certified for Stationary Emergency Applications
- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available.
- Natural gas is the primary fuel. Automatically transfers back to primary fuel when LPG fule becomes low or generator stops and restarts.
- The patent pending reset box on the generator provides the ability to manually transfer back to natural gas.
- The natural gas rating is available when running on natural gas
- Dual Fuel Reset Box (standard on dual fuel models)

Other Features:

- Air Restriction Indicator
- Alternator ProtectionBattery Rack and Cables
- Closed Crankcase Ventilation (CCV) Filters
- Gas Fuel System (includes fuel mixer, electronic secondary gas regulator, gas solenoid valve, and flexible fuel line between the engine and the skid-mounted fuel system components)
- Integral Vibration Isolation
- Local Emergency Stop Switch
- Oil Drain Extension
- Open Unit Accessory Kit (Duct Flange, Stone Guard, and Three-Way Exhaust Catalyst)

KOHLER.

Nixon Power Services
1440 Lakes Parkway
Suite 600
Lawrenceville, GA 30043
P: 770-448-6687 F: 770-448-6538

Qty	Description
	KG150 Generator System
3	KG150 Generator Set

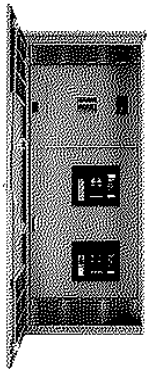
Includes the following:

Literature Languages	English
Approvals and Listings	UL2200 Listing/cUL Genset List
Approvals and Listings	IBC Seismic Certification
Engine	DualFuel,UL, PreAlarm, Stdby
Nameplate Rating	Standby 130C Rise
Voltage	60Hz, 277/480V, Wye, 3Ph, 4W
Alternator	4R13X
Cooling System	Unit Mounted Radiator, 50C
Skid and Mounting	Skid, 53"
Air Intake	Standard Duty
Controller	APM402
Enclosure Type	Sound
Enclosure Material	Steel
Enclosure Electrical Package	Basic Electrical Pkg, 1 Ph
Enclosure Electrical Acc.	Wire Generator Heater
Enclosure DC Lighting	DC Lights, LED
Starting Aids, Installed	1500W,120V
Electrical Accy.,Installed	Battery, 1/12V, Wet
Electrical Accy.,Installed	Battery Charger, 10A
Electrical Accy.,Installed	Run Relay
Electrical Accy.,Installed	2 Input/5 OutputModule
Electrical Accy.,Installed	Generator Heater
Rating, LCB 1	100% Rated
Amps, LCB 1	250
Trip Type, LCB 1	Thermal Magnetic
Interrupt Rating LCB 1	18kA at 480V
Aux Trip, LCB 1	Shunt Trip
LCB Accy. Installed	Shunt Trip Wiring
Ground Fault Relay Indication	Ground Fault Relay Indication
Miscellaneous Accy,Installed	Coolant in Genset
Warranty	2 Year
Testing, Additional	Power Factor Test,0.8,3Ph Only

3	NEC Remote, E-Stop
6	Flexible Fuel Line (Nat/LP)
3	Lit Kit, KG150 General Maintenance
3	RSA III, ATS Annunciator

Nixon Power Services
1440 Lakes Parkway
Suite 600
Lawrenceville, GA 30043
P: 770-448-6687 F: 770-448-6538

Automatic Transfer Switch



Kohler Model: KEP-DMTA-0250S-NK

3 Pole, 4 Wire, Solid Neutral, 250 amp, Kohler Service Entrance rated Programmed automatic transfer switch, Model KEP-DMTA-0250S-NK, rated 480V, 60 Hz complete with all standard equipment and housed in a NEMA Type 1 enclosure.

Standard Features

- UL 1008 Listed
- Service entrance rated switch incorporates an isolating mechanism and overcurrent protection on the utility side
- Fully enclosed silver alloy contacts provide high withstand rating
- 3-cycle short circuit current withstand-tested
- Completely seperate utility and generator set power switching units provide redundancy and are easy to service
- Inherent stored-energy design prevents damage if manually switched while in service
- Heavy duty brushless gear motor and operating mechanism provide mechancial interlocking and extreme long life with minimal maintenance
- All mechanical and control devices are visible and readily accessible
- Padlockable service disconnect control switch
- Kohler Decision-Maker MPAC 1500 digital controller
- LCD display, 4 lines x 20 characters, backlit
- LED indicators: source available, transfer switch position, service required, not in auto
- Phase-to-phase sensing and monitoring with 0.5% accuracy on both sources
- Frequency sensing with 0.5% accuracy on both sources
- Anti-single phasing protection
- Programmable over and under voltage on both sources
- Programmable over and under frequency on both sources
- Adjustable time delays

StTime-based and current-based load control of nine individual loads (with appropriate I/O modules)

- Programmable transfer commit/no commit
- 21 programmable exercise events
- Fail-safe transfer for loaded test and exercise functions
- Two programmable inputs / two programmable outputs on main logic board
- RS-485 and Modbus RTU communications
- RJ-45 and Modbus TCP/IP communications

Qty	Description
	ATS KEP Transfer Switch System
3	KEP-DMTA-0250S-NK

Includes the following:

Literature Languages	English
Mechanism	Service Entrance
Transition	Programmed
Logic	1500
Voltage	480V / 60 Hz
Poles & Wires	3 Pole/4 Wire, Solid Neutral
Enclosure	Nema 1
Amps	250 Amps
Connection	Standard
ATS Utility Switching Device	MCCB ET 250-800A
ATS Generator Switching Device	MCSW 100-1200A
IBC Seismic Certification	IBC Seismic Certification
CSA Certification	None
Miscellaneous Acc.,Installed	Input/Output Module, Qty 2
Miscellaneous Acc.,Installed	Supervised Transfer Control
Warranty	1-YR STANDARD

3 Lit Kit, ATS Production, KEP

Clarifications

Clarifications

RELATED ITEMS NOT INCLUDED:

Third party testing such as NETA Testing and Infrared Scanning, is not included in this proposal. If required, these services are to be provided by others.

Off–Loading, Permits, Concrete Pad, Installation, Exhaust Installation, Extended Wiring, Fuel, Extended Exhaust, Anchor Bolts, Cooling Piping, and Insulation are NOT included unless specifically listed in the above bill of materials.

Price includes cost of PE Stamped enclosure.

This quote takes exception to:

- Bypass isolation automatic transfer switches. Standard open transition, Service Entrance Rated switches are provided.
- Factory witness testing and harmonic testing.
- Enclosure accessories such as load center, LED Lights, GFCI Convenience outlets, automatic dampers, and exhaust fan. These accessories are not standard for units of this size.

Current Lead Time: Approx. 58-60 weeks ARO. Lead times are based on firm order levels and current line capacities. Lead times are subject to change during “High Volume” period.

Distributor Startup & Freight

A FACTORY TRAINED TECHNICIAN shall perform necessary installation checks, startup inspection, and testing per the written specifications once the equipment is furnished and installation is completed. The above pricing is based on same day start-up and training (unless otherwise stated in specification). Startup inspection and testing is included and will be completed during normal Business hours Monday thru Friday 8:00 am to 5:00 pm. We can perform start up after hours and weekends at additional cost**.**

Proposal includes freight via FOB Factory to first destination only. FOB Factory with freight allowed to your jobsite (or office) if accessible by a semi. All deliveries are drop-shipped. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 8:00 a.m. to 5:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

Miscellaneous

Price subject to change if additional drawings or specification information becomes available.

The generator quoted is designed to accept both natural gas and LP fuel types via a single shut off valve. The valve must be shut off and alternate fuel type connected before valve can be opened.

This quote provides generators and automatic transfer switches for three well sites. It is assumed that all three well sites are identical. Price subject to reconfiguration if well sites vary from one another.

Due to Market Volatility, pricing will be held for 30 Days.

Nixon Power Services
1440 Lakes Parkway
Suite 600
Lawrenceville, GA 30043
P: 770-448-6687 F: 770-448-6538

OFFER TOTAL SELL PRICE: $196,489.00

Price does not include any applicable taxes or installation

OFFER ACCEPTANCE

I hereby authorize to use this form as a bona fide purchase order of the equipment shown on Offer Number: 0026940618, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Proposed by:		**Accepted by:**	
Company	Nixon Power Services	Company:	_____
Print Name:	Francois Moolman	Print Name:	_____
Title:	Inside Sales Engineer	Title:	_____
Signature:	*Francois Moolman*	Signature:	_____
Date:	12-20-2023	Date:	_____
		PO Number:	_____

HARPER
GENERAL CONTRACTORS
Environmental Systems

Change Notification # 003

Project: 22-513-Scotts Hill Pender Co T & W

Environmental Systems Division
312 East Coffee Street
Greenville, South Carolina 29601
Phone: (864) 546-7900

Project Manager: Peter Pistolis
(864) 979-6965
ppistolis@harpergc.com

CHANGE NOTIFICATION #003: ADDITIONAL PRICE ESCALATIONS

DATE: 2/28/2023

TO: **Pender County Utilities**
605 East Fremont Street
Burgraw, North Carolina 28425

ATTENTION:

INITIATED BY: Peter Pistolis

SCHEDULE IMPACT: 0 days

SOURCE:

DESCRIPTION:
CE #004 - Additional Price Escalations
The latest bid extension letter as referenced in the preliminary VE Change order was to extend pricing until 3-Oct-2022. Since then to the point when the contract was executed by Pender county, additional price escalations were received. The cost escalations are associated with HVAC and Electrical items.

- HVAC: $8,700 associated with unit heaters
- ELEC:
  - Duct Bank Rebar: $1,950
  - Lighting: $7,575
  - Labor Escalations per Union Contract: $4,420

Total price escalations past the bid extension letter on 3-Oct-2022 are $22,645.

ATTACHMENTS:
escalation approval.pdf

#	Cost Code	Description	Type	Amount	Labor Burden (58.57%) Per BSR email 2021 Burden Update (0.00% Applies to LABOR BURDEN, OVERTIME LABOR, and LABOR.)	Subcontractor Bond (2% of SUB) (0.00% Applies to SUBCONTRACT.)	Fuel & Oil (55% of EQT) Per Creed email June 2022 (0.00% Applies to Equipment Rented and EQUIPMENT INTERNAL.)	Misc Tools (5% of Labor) (0.00% Applies to LABOR BURDEN, OVERTIME LABOR, and LABOR.)	Safety (3% of Labor) (0.00% Applies to LABOR BURDEN, OVERTIME LABOR, and LABOR.)	Punchlist (3% of Labor) (0.00% Applies to LABOR BURDEN, OVERTIME LABOR, and LABOR.)	Clean up (2% of Labor) (0.00% Applies to LABOR BURDEN, OVERTIME LABOR, and LABOR.)	Sales Tax (0.00% Applies to MATERIAL, Equipment Rented, and EQUIPMENT INTERNAL.)	Subtotal
1	15-510 - HVAC System	HVAC Escalations	SUBCONTRACT	$ 8,700.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$8,700.00

2	16-002 - Electrical	Elec Escalations	SUBCONTRACT	$ 13,945.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$13,945.00
			Subtotal:	$ 22,645.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,645.00
Quotation Estimate ($50/hr): 0.00% Applies to all line item types.													$ 0.00
Submittal Preparation ($50/hr): 0.00% Applies to all line item types.													$ 0.00
Procurement ($50/hr): 0.00% Applies to all line item types.													$ 0.00
Field Coordination ($50/hr) : 0.00% Applies to all line item types.													$ 0.00
Direct Supervision ($50/hr): 0.00% Applies to all line item types.													$ 0.00
As-Built Documents ($50/sheet): 0.00% Applies to all line item types.													$ 0.00
AGC Fee (0.05% of total): 0.00% Applies to all line item types.													$ 0.00
Insurance (0.50% of Total): 0.00% Applies to all line item types.													$ 0.00
Builders Risk Insurance (Coastal 0.5% or Non-Coastal 0.25%): 0.00% Applies to all line item types.													$ 0.00
Licenses & Permits (1% of Total): 0.00% Applies to all line item types.													$ 0.00
Harper Bond (1% of Total) : 0.00% Applies to all line item types.													$ 0.00
Fee (15% of L, M, E, OTH): 15.00% Applies to Allowance, MATERIAL, Temporary, LABOR BURDEN, OVERTIME LABOR, Equipment Rented, LABOR, OTHER, EQUIPMENT INTERNAL, and Accrued Taxes.													$ 0.00
Fee (5% of SUB) : 0.00% Applies to SUBCONTRACT.													$ 0.00
Grand Total:													$22,645.00

Unless otherwise noted herein, pricing is based on the work occurring and being completed between the date of this Potential Change Order and contract substantial completion. Any variance to schedule would require an adjustment to this Potential Change Order in time and money to account for additional direct costs required to procure, install and/or manage this scope of work. Pricing is valid for 30 days from the date of this Potential Change Order.

Peter Pistolis

From: Mason, William <MasonWR@cdmsmith.com>
Sent: Tuesday, January 3, 2023 4:39 PM
To: Peter Pistolis
Cc: Treadway, Jonathan; Sarah Miller; Zac Walter; Laura Jarriel
Subject: RE: 22-513 Scotts Hill Cost Escalations

EXTERNAL EMAIL

Yes, please. I'd like to go ahead and get the contract signed and then address this additional escalation. Please go ahead and submit a claim request for the additional cost for us to review.

Thanks.

From: Peter Pistolis <PPistolis@HarperGC.com>
Sent: Tuesday, January 3, 2023 4:26 PM
To: Mason, William <MasonWR@cdmsmith.com>
Cc: Treadway, Jonathan <TreadwayJB@cdmsmith.com>; Sarah Miller <SMiller@HarperGC.com>; Zac Walter <ZWalter@HarperGC.com>; Laura Jarriel <LJarriel@HarperGC.com>
Subject: RE: 22-513 Scotts Hill Cost Escalations

Bill,

The final approval of the Change Order 1 notification from Kenny, below are what we have received in cost escalation for additional delay in contract from the last October bid extension. Below is a break down of cost escalations we have received:

- HVAC $8,700
- Electrical
    - Rebar for ductbank: $1,950
    - Lighting: $7,575
    - Labor Escalation per Union Contract, 6/1/23 employees will receive a raise: $4,420
- Total Cost Escalations from October Bid Extension: $22,645

As we are now at the point to be able to fully sign and execute the contract and ve change order, it was discussed that any additional cost escalations would be handled from the contingency. Should we submit a change order to pull from contingency after the signing of the contract to cover the escalation above from October?

Thanks.

Peter Pistolis | Project Manager
Harper General Contractors, Environmental Systems
d 864.546.7916 **c** 864.979.6965 HarperGC.com

From: Peter Pistolis
Sent: Tuesday, December 20, 2022 3:36 PM
To: MasonWR@cdmsmith.com
Cc: treadwayjb@cdmsmith.com; Sarah Miller <SMiller@HarperGC.com>; Zac Walter <ZWalter@HarperGC.com>; Laura Jarriel <LJarriel@HarperGC.com>
Subject: 22-513 Scotts Hill Cost Escalations

Bill,

This is the email that was previously sent regarding the cost escalation for HVAC. The latest bid extension letter as referenced in the preliminary VE Change order was to extend pricing until 3-Oct-2022. Since then we have incurred costs associated with HVAC and Electrical. Electrical is still confirming costs associated with their remaining suppliers and I anticipate having those costs by end of this week.

I understand we do not want to try and revise the current VE that has already been submitted to the county board for approval on 3-Jan-2023 but I would like to have this email start tracking escalation costs from 3-Oct-2022 as per the latest letter until the time we have the signed contract. At that time I would anticipate a change order could be issued to draw from the owner's contingency to cover these escalations.

Below is what has been received to date:

- HVAC $8,700
- Electrical $8,000

Total current as of 20-Dec-2022: $16,700

Please let me know if there are any questions.

Thanks.

Peter Pistolis | Project Manager
Harper General Contractors, Environmental Systems
d 864.546.7916 **c** 864.979.6965 HarperGC.com

From: Peter Pistolis
Sent: Monday, November 28, 2022 10:11 AM
To: MasonWR@cdmsmith.com
Cc: treadwayjb@cdmsmith.com; Sarah Miller <SMiller@HarperGC.com>; Justin Jones <JustinJ@harpergc.com>; Zac Walter <ZWalter@HarperGC.com>; Laura Jarriel <LJarriel@HarperGC.com>
Subject: Scotts Hill Revised NTP Analysis

Bill,

In follow up of our preconstruction meeting, attached is a revised breakdown of the NTP analysis. This NTP analysis takes into account of Pender county providing a generator to support the building start up as stated by Kenny during the meeting.

Do you have any update regarding the approval of the VE Change Order? Our bid extension was till 3-Oct-2022, we have been fighting with our suppliers on holding pricing but since we have not been able to release material due to contract signing we are experiencing another round of cost escalations. We currently have another $8,700 price escalation associated with HVAC equipment in addition to the numbers previously sent.

We are trying to work to schedule our mobilization as soon as possible but need to have all the contract information finalized before we can get that schedule locked down.

Please let me know if there is any information you need from Harper to help get everything approved.

Thanks.

HARPER
GENERAL CONTRACTORS
Environmental Systems
More than anything, we build trust.

PETER PISTOLIS
Project Manager

312 East Coffee Street | Greenville, SC 29601
d 864.546.7916 c 864.979.6965 HarperGC.com

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Peter Pistolis

From: Jon Olszowy <jolszowy@white-electrical.com>
Sent: Wednesday, December 28, 2022 10:33 AM
To: Peter Pistolis
Cc: Corey Wilkerson; John Orr
Subject: Scotts Hill Price Increases

EXTERNAL EMAIL

Peter,

Below is the list of increases I have been given from both suppliers and sub-contractors, as well as any that held for an extended period. We also have labor escalation from the union to factor in with the pushed schedule, the employees will receive a pay increase during this project that they were not going to have originally.

Rebar increases from excavators: $650.00 per site, totaling $1,950.00

Lighting Vendor: $7,575.00 total lighting (lot price) increase

Labor Escalation per Union Contract, 6/1/2023 employees will receive a raise: Projected increased labor cost $4,420.00

Lightning Protection Sub will hold for me.

Gear was released and general materials can hold steady per my vendor, **Ship date on the main piece of gear is right now at 3/17, and subject to change at any time from the manufacturer, so this will be very close on the deadline set in the contract of 3/31.**

Testing company will hold for me.

Total Increases due to project start delay: $13,945.00

Please let me know how we can take care of this so that I can get the contract signed and squared away this week. Some of the gear items have been delivered to my vendor already and I need to get this project set up so I can get the vendor paid and a progress invoice calculated.

Thank you

Jon Olszowy, Senior Project Manager
White Electrical Construction Co.
Main (919) 362-0711 | **Cell** (919) 771-5244 | **Fax** (919) 362-0748
Address 5504 Caterpillar Drive Apex, NC 27539
Email JOlszowy@white-electrical.com **Website** www.white-electrical.com

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.

Mason, William

From: Peter Pistolis <PPistolis@HarperGC.com>
Sent: Friday, April 14, 2023 9:29 AM
To: Mason, William
Cc: Kenneth Keel; Katie Leubner; Sarah Miller
Subject: RE: Pender Scotts Hill - Additional Price Escalation

Bill,

Received updated in formation from my Electrician. As you can see below, the project was originally bid beginning June 2022. The contract stated that one well would be operational within 10 months an the others to follow within about 2 months after for completion. The overall project for the electrician based on the original award date was to be completed at the beginning of June 2023.

- On **June 1st 2023,** all union employees are scheduled to receive **a $1.15/hour raise** (which will obviously be reflected on the certified payroll)
- Assuming a modest crew size of **(4) employees**, (which is actually more likely to be (12) due to schedule compaction.)
    - For a **(4) man crew** for
    - **(30) weeks**
    - at **(40) hours** a week
    - Equals **(4800) hours** at an additional **$1.15** per hour, which would total **$5,520.**

- **Understanding that we will most likely be losing time due to holidays, sick days, etc. we only factored in a total of (24) weeks of extended manpower. When calculated comes out to (3840) hours, which totals $4416.00**
- We rounded this to $4420.00 and did not include markup. In reality we should have charged an additional 10% for markup per our contract which would have totaled **$4,857.60**.

Please let me know if there are any other questions.

Thanks.

Peter Pistolis | Project Manager
Harper General Contractors, Environmental Systems
d 864.546.7916 **c** 864.979.6965 HarperGC.com

From: Peter Pistolis
Sent: Friday, March 31, 2023 10:43 AM
To: Mason, William <MasonWR@cdmsmith.com>
Cc: Kenneth Keel <kkeel@pendercountync.gov>; Katie Leubner <kleubner@pendercountync.gov>; Sarah Miller <SMiller@HarperGC.com>
Subject: RE: Pender Scotts Hill - Additional Price Escalation

Bill, please see below in RED

Peter Pistolis | Project Manager
Harper General Contractors, Environmental Systems
d 864.546.7916 **c** 864.979.6965 HarperGC.com

From: Mason, William <MasonWR@cdmsmith.com>
Sent: Friday, March 31, 2023 9:28 AM
To: Peter Pistolis <PPistolis@HarperGC.com>
Cc: Kenneth Keel <kkeel@pendercountync.gov>; Katie Leubner <kleubner@pendercountync.gov>
Subject: Pender Scotts Hill - Additional Price Escalation

EXTERNAL EMAIL

I have a couple questions on the attached pricing for the additional price escalation:

1. Can you confirm that this is the last change we'll be seeing regarding price escalation attributed to the delayed start of the project? – Yes, this is last cost escalations due to delayed start as contract has now been executed.
2. The pricing for HVAC, rebar, and lighting are reasonable given the rate of material costs over the past year, but I'm not sure that $4,420 in labor costs are the responsibility of the County to cover. The Davis-Bacon wage rates listed in the specifications have not changed due to the delayed start and typically we would expect and future wage increases to be factored into the subcontractors pricing in the original bid. I would need to see further justification for inclusion of the $4,420 in the change before I could recommend it to the County. – My electrician is going working on getting the detail back up on this. While we do account for wage increases in the bid, please understand that due to the delay in start of the project the schedule duration shifted out and put work significantly past the wage increase date. This is why there is cost impacts.

Let me know if you have any questions. Thanks.

Bill Mason, PE, BCEE
CDM Smith
5400 Glenwood Ave., Ste. 400
Raleigh, NC 27612
919.325.3505
cdmsmith.com

HARPER
GENERAL CONTRACTORS
Environmental Systems

Change Notification # 004

Project: 22-513-Scotts Hill Pender Co T & W

Environmental Systems Division
312 East Coffee Street
Greenville, South Carolina 29601
Phone: (864) 546-7900

Project Manager: Peter Pistolis
(864) 979-6965
ppistolis@harpergc.com

CHANGE NOTIFICATION #004: ADDITIONAL TREE REMOVAL

DATE: 2/28/2023

TO: **ATTENTION:**

INITIATED BY: Peter Pistolis **SCHEDULE IMPACT:** 0 days

SOURCE:

DESCRIPTION:
CE #005 - Additional Tree Removal
Contract drawings called for 2 trees to be removed along the new roadway access at the Hoover well site. After walking the site with CDM Smith and survey provided by Harper it was determined that additional trees and stumps not shown on the drawings would need to be removed. It was also determined that additional trees at the entrance to the well building would need to be pruned back to allow truck and equipment access. An additional 5 trees, 1 stump, and 1 pruning area needed to take place.
Tree Removal Pricing:
- $1,700 per tree removal
- $250 per stump removal
- $800 per structural pruning

ATTACHMENTS:
Tree Pictures.pdf

#	Cost Code	Description	Type	Amount	Labor Burden (58.57%) Per BSR email 2021 Burden Update (58.57% Applies to LABOR, OVERTIME LABOR, and LABOR BURDEN.)	Subcontractor Bond (2% of SUB) (2.00% Applies to SUBCONTRACT.)	Fuel & Oil (55% of EQT) Per Creed email June 2022 (55.00% Applies to EQUIPMENT INTERNAL and Equipment Rented.)	Misc Tools (5% of Labor) (5.00% Applies to LABOR, OVERTIME LABOR, and LABOR BURDEN.)	Safety (3% of Labor) (3.00% Applies to LABOR, OVERTIME LABOR, and LABOR BURDEN.)	Punchlist (3% of Labor) (3.00% Applies to LABOR, OVERTIME LABOR, and LABOR BURDEN.)	Clean up (2% of Labor) (2.00% Applies to LABOR, OVERTIME LABOR, and LABOR BURDEN.)	Sales Tax (6.75% Applies to EQUIPMENT INTERNAL, Equipment Rented, and MATERIAL.)	Subtotal
1	02-940 - Landscaping	Additional Tree Clearing	SUBCONTRACT	$ 9,550.00	$ 0.00	$ 191.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$9,741.00
			Subtotal:	$9,550.00	$0.00	$191.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,741.00
												Quotation Estimate ($50/hr): 0.00% Applies to all line item types.	$ 0.00
												Submittal Preparation ($50/hr): 0.00% Applies to all line item types.	$ 0.00
												Procurement ($50/hr): 0.00% Applies to all line item types.	$ 0.00
												Field Coordination ($50/hr) : 0.00% Applies to all line item types.	$ 0.00
												Direct Supervision ($50/hr): 0.00% Applies to all line item types.	$ 0.00
												As-Built Documents ($50/sheet): 0.00% Applies to all line item types.	$ 0.00

AGC Fee (0.05% of total): 0.05% Applies to all line item types.	$ 4.87
Insurance (0.50% of Total): 0.50% Applies to all line item types.	$ 48.73
Builders Risk Insurance (Coastal 0.5% or Non-Coastal 0.25%): 0.50% Applies to all line item types.	$ 48.97
Licenses & Permits (1% of Total): 1.00% Applies to all line item types.	$ 98.44
Harper Bond (1% of Total) : 1.00% Applies to all line item types.	$ 99.42
Fee (15% of L, M, E, OTH): 15.00% Applies to Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.	$ 0.00
Fee (5% of SUB) : 5.00% Applies to SUBCONTRACT.	$ 502.07
Grand Total:	$10,543.50

Unless otherwise noted herein, pricing is based on the work occurring and being completed between the date of this Potential Change Order and contract substantial completion. Any variance to schedule would require an adjustment to this Potential Change Order in time and money to account for additional direct costs required to procure, install and/or manage this scope of work. Pricing is valid for 30 days from the date of this Potential Change Order.

Monster Tree Service of Cape Fear
714 Alyssum Avenue
Caswell Beach, NC 28465

Date: 02/09/2023
From: Courtney

Invoice For

Hospodar, Andrew
997 Hoover Rd
Hampstead, NC 28443
mobile: 864-546-7900
ahospodar@harpergc.com

Location

997 Hoover Rd
Hampstead, NC 28443

997 Hoover Rd 28443

Terms

Due Upon Receipt

ITEM DESCRIPTION	AMOUNT
1) Tree Take Down (With wood removal) Number: 2+ Species: Pine Location: front left of school (x1 tree near road and x1 close to wood line) Notes: trees marked with ORANGE "X"***price includes take down of small Pine growing at base of tree near wood line Method: Trees listed will be dismantled and taken down to ground level as close to grade as possible, all wood will be removed from site.	$ 1,700.00
2) Stump Grinding Number: 2 Location: left of school Notes: stumps from take downs (Line #1) Visible stump and root flare will be ground to 4"-6" below grade, grindings will be raked into a pile and left onsite unless noted below. Additional surface roots can be ground at an additional cost. Monster Tree Service is not responsible for damage to low voltage lighting wires, irrigation systems, electric fences, drainage pipes, or any unmarked underground utilities during the stump grinding process.	$ 250.00
5) Structural Pruning Number: numerous Species: variety Location: left side of school (along new road marked with ORANGE paint Notes: Goal = clearance for new road Method[s]:Structurally prune tree to create the optimum structure for future health and stability using a combination of methods (types of pruning) defined below to meet this objective: 5' clearance from ORANGE line... includes taking down small (1-2" diameter) tree and pruning larger trees to height of 15-17' All arising (chips, branches, and wood) from completed tree work will be removed from site unless otherwise stated.	$ 800.00

Monster Tree Service of Cape Fear |
Monster Tree of Cape Fear | (910) 445-0725 |
pdhunjishaw@whymonster.com













HARPER
GENERAL CONTRACTORS
Environmental Systems

Change Notification # 005

Project: 22-513-Scotts Hill Pender Co T & W

Environmental Systems Division
312 East Coffee Street
Greenville, South Carolina 29601
Phone: +18645467900

Project Manager: Peter Pistolis
(864) 979-6965
ppistolis@harpergc.com

CHANGE NOTIFICATION #005: REVISED AUGER BORING LOCATION AT HOOVER

DATE: 2/28/2023

TO: **ATTENTION:**

INITIATED BY: Peter Pistolis **SCHEDULE IMPACT:** 0 days

SOURCE:

DESCRIPTION:
CE #006 - Revised Auger Boring Location at Hoover
Harper provided a survey of the auger boring locations at the Hoover well site. Survey points were used as provided on contract drawings. Upon inspection of the survey points it was determined that the excavation for the receiving pit would be within in the allowable 5' of the roadway per NCDOT and also within the allowable 5' of existing power by per Duke Progress. It was determined that relocating the drilling and receiving pits further south along Hoover road would provide more open area as to not interfere with NCDOT or Duke Progress. The resulting location has caused additional underground ductile iron pipe and fittings to be needed.

ATTACHMENTS:
Auger Relocation Pipe Quote.pdf, 22-513 RFI-020 Hoover Well Building Auger Boring Location.pdf

#	Cost Code	Description	Type	Amount	Labor Burden (58.57%) Per BSR email 2021 Burden Update (58.57% Applies to LABOR, OVERTIME LABOR, and LABOR BURDEN.)	Subcontractor Bond (2% of SUB) (2.00% Applies to SUBCONTRACT.)	Fuel & Oil (55% of EQT) Per Creed email June 2022 (55.00% Applies to EQUIPMENT INTERNAL and Equipment Rented.)	Misc Tools (5% of Labor) (5.00% Applies to LABOR, OVERTIME LABOR, and LABOR BURDEN.)	Safety (3% of Labor) (3.00% Applies to LABOR, OVERTIME LABOR, and LABOR BURDEN.)	Punchlist (3% of Labor) (3.00% Applies to LABOR, OVERTIME LABOR, and LABOR BURDEN.)	Clean up (2% of Labor) (2.00% Applies to LABOR, OVERTIME LABOR, and LABOR BURDEN.)	Sales Tax (6.75% Applies to EQUIPMENT INTERNAL, Equipment Rented, and MATERIAL.)	Subtotal
1	15-601 - DIP & Fittings	Additional Materials Needed	MATERIAL	$ 2,153.79	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 145.38	$2,299.17
			Subtotal:	$2,153.79	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$145.38	$2,299.17
												Quotation Estimate ($50/hr): 0.00% Applies to all line item types.	$ 0.00
												Submittal Preparation ($50/hr): 0.00% Applies to all line item types.	$ 0.00
												Procurement ($50/hr): 0.00% Applies to all line item types.	$ 0.00
												Field Coordination ($50/hr) : 0.00% Applies to all line item types.	$ 0.00
												Direct Supervision ($50/hr): 0.00% Applies to all line item types.	$ 0.00
												As-Built Documents ($50/sheet): 0.00% Applies to all line item types.	$ 0.00
												AGC Fee (0.05% of total): 0.05% Applies to all line item types.	$ 1.15

Insurance (0.50% of Total): 0.50% Applies to all line item types.	$ 11.50
Builders Risk Insurance (Coastal 0.5% or Non-Coastal 0.25%): 0.50% Applies to all line item types.	$ 11.56
Licenses & Permits (1% of Total): 1.00% Applies to all line item types.	$ 23.23
Harper Bond (1% of Total) : 1.00% Applies to all line item types.	$ 23.47
Fee (15% of L, M, E, OTH): 15.00% Applies to Accrued Taxes, EQUIPMENT INTERNAL, OTHER, LABOR, Equipment Rented, OVERTIME LABOR, LABOR BURDEN, Temporary, MATERIAL, and Allowance.	$ 355.51
Fee (5% of SUB) : 5.00% Applies to SUBCONTRACT.	$ 0.00
Grand Total:	$2,725.59

Unless otherwise noted herein, pricing is based on the work occurring and being completed between the date of this Potential Change Order and contract substantial completion. Any variance to schedule would require an adjustment to this Potential Change Order in time and money to account for additional direct costs required to procure, install and/or manage this scope of work. Pricing is valid for 30 days from the date of this Potential Change Order.

HARPER GENERAL CONTRACTORS Environmental Systems

Environmental Systems Division
312 East Coffee Street
Greenville, South Carolina 29601
P: (864) 546-7900

Project: 22-513 Scotts Hill Pender Co T & W
11401 US 17
Wilmington, North Carolina 28411
P: 864-979-6965

RFI #20: Hoover Well Building Auger Boring Location

Status	Closed on 02/27/23		
To	William Mason (CDM Smith)	**From**	Peter Pistolis (Harper Corporation) 312 E. Coffee Street Greenville, South Carolina 29601
Date Initiated	Feb 1, 2023	**Due Date**	Feb 3, 2023
Location		**Project Stage**	Pre-Construction
Cost Impact	TBD	**Schedule Impact**	TBD
Spec Section		**Cost Code**	
Drawing Number	C-6	**Reference**	
Linked Drawings	C-6		
Received From			
Copies To	Justin Bustamante (Harper Corporation), Andrew Hospodar (Harper Corporation), Sarah Miller (Harper Corporation), Zac Walter (Harper Corporation)		

Activity

Question

Question from Peter Pistolis Harper Corporation *on Wednesday, Feb 1, 2023 at 10:16 AM EST*

Harper has surveyed the GPS points provided on contract drawings. After having survey points and tie-in locations located at the Hoover Road site associated with the auger boring receiving pit it was noticed that there was potential for existing utility interference. Harper reached out to NCDOT and Duke Progress. NCDOT instructed that we are to maintain a minimum of 5 feet clearance the edge of road way and Duke Progress has stated that we are to stay a minimum of 5 feet from their existing power pole. With the location of the receiving pit required to make the tie-in, this location cannot be utilized and still maintain the required clearances.

During onsite meeting with engineer construction inspector, Harper proposed moving the boring and receiving pit in the south direction as shown on the attached sketch. In moving of the receiving pit, the jacking pit would move in the same direction in order to maintain same boring length. This would result in modifications to the underground water lines coming from the well. The sketch attached is what Harper would propose to minimize and added material or added work. The revised underground layout piping would be finalized in conjunction with RFI-017 (Hoover Test Well Location).

Please confirm if this is acceptable.

Attachments
Hoover Boring Location.JPG

Official Response

Response from William Mason CDM Smith *on Thursday, Feb 23, 2023 at 09:01 AM EST*

See revised response.

Attachments
RFI 020 Hoover Well Building Auger Boring Location -CDMS Response - Revised.pdf

All Replies

Response from William Mason CDM Smith *on Thursday, Feb 23, 2023 at 09:01 AM EST*

See revised response.

Attachments
RFI 020 Hoover Well Building Auger Boring Location -CDMS Response - Revised.pdf

Response from Sarah Miller Harper Corporation *on Thursday, Feb 9, 2023 at 01:47 PM EST*

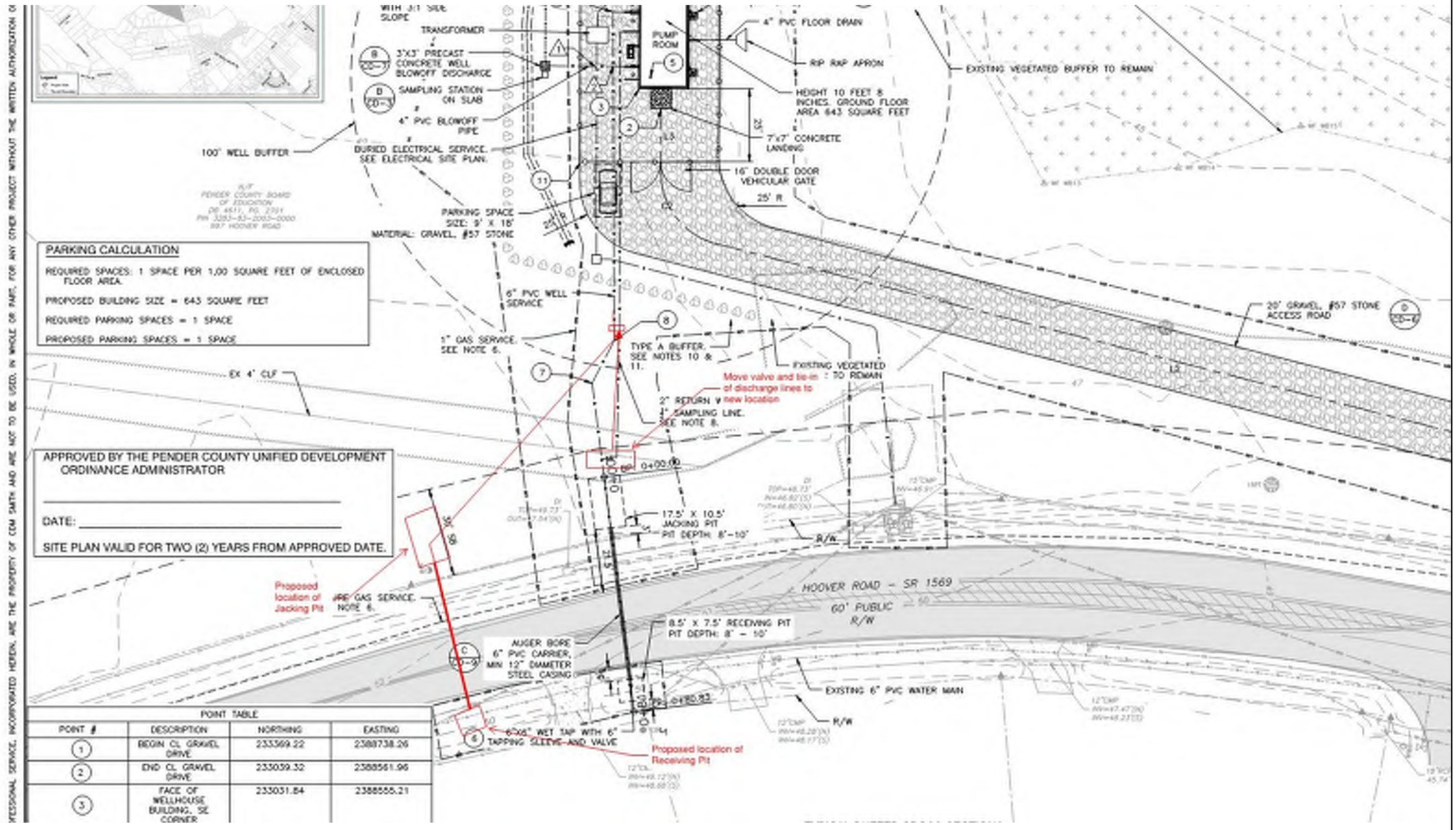
Please provide coordinates for the proposed location of jacking and receiving pit.

Response from William Mason CDM Smith *on Thursday, Feb 9, 2023 at 12:55 PM EST*

See attached response.

Attachments

RFI 020 Hoover Well Building Auger Boring Location -CDMS Response.pdf


WITH 3:1 SIDE SLOPE
TRANSFORMER
3'X3' PRECAST CONCRETE WELL BLOWOFF DISCHARGE
SAMPLING STATION ON SLAB
4" PVC BLOWOFF PIPE
BURIED ELECTRICAL SERVICE. SEE ELECTRICAL SITE PLAN.
100' WELL BUFFER
PUMP ROOM
4" PVC FLOOR DRAIN
RIP RAP APRON
EXISTING VEGETATED BUFFER TO REMAIN
HEIGHT 10 FEET 8 INCHES. GROUND FLOOR AREA 643 SQUARE FEET
7'x7' CONCRETE LANDING
16' DOUBLE DOOR VEHICULAR GATE
25' R
PARKING SPACE SIZE: 9' X 18' MATERIAL: GRAVEL, #57 STONE
PARKING CALCULATION
REQUIRED SPACES: 1 SPACE PER 1,00 SQUARE FEET OF ENCLOSED FLOOR AREA.
PROPOSED BUILDING SIZE = 643 SQUARE FEET
REQUIRED PARKING SPACES = 1 SPACE
PROPOSED PARKING SPACES = 1 SPACE
6" PVC WELL SERVICE
1" GAS SERVICE. SEE NOTE 6.
TYPE A BUFFER. SEE NOTES 10 & 11.
EXISTING VEGETATED BUFFER TO REMAIN
20' GRAVEL, #57 STONE ACCESS ROAD
Move valve and tie-in of discharge lines to new location
2" RETURN & 1" SAMPLING LINE. SEE NOTE 8.
Ex 4" CLF
APPROVED BY THE PENDER COUNTY UNIFIED DEVELOPMENT ORDINANCE ADMINISTRATOR
DATE:
SITE PLAN VALID FOR TWO (2) YEARS FROM APPROVED DATE.
17.5' X 10.5' JACKING PIT PIT DEPTH: 8'-10'
Proposed location of Jacking Pit
1" GAS SERVICE. NOTE 6.
HOOVER ROAD - SR 1569
60' PUBLIC R/W
AUGER BORE 6" PVC CARRIER, MIN 12" DIAMETER STEEL CASING
8.5' X 7.5' RECEIVING PIT PIT DEPTH: 8' - 10'
EXISTING 6" PVC WATER MAIN
6"x6" WET TAP WITH 6" TAPPING SLEEVE AND VALVE
Proposed location of Receiving Pit
POINT TABLE
POINT # | DESCRIPTION | NORTHING | EASTING
1 | BEGIN CL GRAVEL DRIVE | 233369.22 | 2388738.26
2 | END CL GRAVEL DRIVE | 233039.32 | 2388561.96
3 | FACE OF WELLHOUSE BUILDING, SE CORNER | 233031.84 | 2388555.21

HARPER GENERAL CONTRACTORS Environmental Systems

Environmental Systems Division
312 East Coffee Street
Greenville, South Carolina 29601
P: (864) 546-7900

Project: 22-513 Scotts Hill Pender Co T & W
11401 US 17
Wilmington, North Carolina 28411
P: 864-979-6965

RFI #20: Hoover Well Building Auger Boring Location

Status	Open		
To	William Mason (CDM Smith)	**From**	Peter Pistolis (Harper Corporation) 312 E. Coffee Street Greenville, South Carolina 29601
Date Initiated	Feb 1, 2023	**Due Date**	Feb 3, 2023
Location		**Project Stage**	Pre-Construction
Cost Impact	TBD	**Schedule Impact**	TBD
Spec Section		**Cost Code**	
Drawing Number	C-6	**Reference**	
Linked Drawings			
Received From			
Copies To	Justin Bustamante (Harper Corporation), Andrew Hospodar (Harper Corporation), Sarah Miller (Harper Corporation), Zac Walter (Harper Corporation)		

Activity

Question

Question from Peter Pistolis Harper Corporation *on Wednesday, Feb 1, 2023 at 10:16 AM EST*

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During onsite meeting with engineer construction inspector, Harper proposed moving the boring and receiving pit in the south direction as shown on the attached sketch. In moving of the receiving pit, the jacking pit would move in the same direction in order to maintain same boring length. This would result in modifications to the underground water lines coming from the well. The sketch attached is what Harper would propose to minimize and added material or added work. The revised underground layout piping would be finalized in conjunction with RFI-017 (Hoover Test Well Location).

Please confirm if this is acceptable.

Attachments
Hoover Boring Location.JPG

Awaiting an Official Response

Proposed relocation of jacking and receiving pits is acceptable. Contractor is to coordinate any modifications associated with erosion control and site restoration in accordance with permit requirements.

Bill Mason
2/9/2023

POINT TABLE			
POINT #	DESCRIPTION	NORTHING	EASTING
1	BEGIN CL GRAVEL DRIVE	233569.22	2388738.26
2	END CL GRAVEL DRIVE	233039.32	2388561.96
3	FACE OF WELLHOUSE BUILDING, SE CORNER	233031.84	2388555.21

PROFESSIONAL SERVICE, INCORPORATED HEREIN, ARE THE PROPERTY OF CEM SMITH AND ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF

HARPER GENERAL CONTRACTORS Environmental Systems

Environmental Systems Division
312 East Coffee Street
Greenville, South Carolina 29601
P: (864) 546-7900

Project: 22-513 Scotts Hill Pender Co T & W
11401 US 17
Wilmington, North Carolina 28411
P: 864-979-6965

RFI #20: Hoover Well Building Auger Boring Location

Status	Open		
To	William Mason (CDM Smith)	**From**	Peter Pistolis (Harper Corporation) 312 E. Coffee Street Greenville, South Carolina 29601
Date Initiated	Feb 1, 2023	**Due Date**	Feb 3, 2023
Location		**Project Stage**	Pre-Construction
Cost Impact	TBD	**Schedule Impact**	TBD
Spec Section		**Cost Code**	
Drawing Number	C-6	**Reference**	
Linked Drawings			
Received From			
Copies To	Justin Bustamante (Harper Corporation), Andrew Hospodar (Harper Corporation), Sarah Miller (Harper Corporation), Zac Walter (Harper Corporation)		

Activity

Question

Question from Peter Pistolis Harper Corporation *on Wednesday, Feb 1, 2023 at 10:16 AM EST*

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Please confirm if this is acceptable.

Attachments
Hoover Boring Location.JPG

Awaiting an Official Response

Proposed relocation of jacking and receiving pits is acceptable. Contractor is to coordinate any modifications associated with erosion control and site restoration in accordance with permit requirements.

Bill Mason
2/9/2023

The following coordinates should be used for end points of the steel casing:

232964.91 N/2388717.15 E and 232977.13 N/2388767.55 E

Coordinate exact locations in the field. - B. Mason 2/23/2023

POINT TABLE			
POINT #	DESCRIPTION	NORTHING	EASTING
1	BEGIN CL GRAVEL DRIVE	233569.22	2388738.26
2	END CL GRAVEL DRIVE	233039.32	2388561.96
3	FACE OF WELLHOUSE BUILDING, SE CORNER	233031.84	2388555.21

PROFESSIONAL SERVICE, INCORPORATED HEREIN, ARE THE PROPERTY OF CEM SMITH AND ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF

Bid Proposal

Hamstead CO Pender- Scotts Hill W&S Elevated Tank &

HARPER CORP - GENERAL CONTR

Job Location:
Engineer:
Bid Date: 03/02/2023
Bid Due Date:
Addendum Number:
Plan Sheet Date:
Core & Main Bid #: 2795209

Core & Main
6501 Amsterdam Way
Wilmington, NC 28405 3751
Phone: 910-791-4148
Fax: 910-791-8408

Disclaimers

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.

THIS PROJECT IS BEING BID IN ACCORDANCE WITH AIS REQUIREMENTS.

Seq #	Qty	Description	UoM	Sell	Ext Sell	Ext Weight	Flag
10	4	6 MJ USA REG ACC SET L/GLAND	EA	N/C	N/C	24.000	
20	4	6 EBAA MEGALUG C900&IPS 2006PV RED	EA	101.00	404.00	46.800	
30	2	6 BELL RESTR F/C900 EBAA 1606	EA	97.00	194.00	48.000	
40	2	6 MJ 45 C153 USA	EA	165.00	330.00	78.000	
50	60	6 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	18.16	1,089.60	318.000	

Sub Total	**2,017.60**	
Tax	136.19	
Grand Total	**2,153.79**	**514.800**

Actual taxes may vary

Branch Terms

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. This quotation is offered as an aid to bidding only and customer should confirm the validity of all materials and quantities prior to ordering. Pricing is based on receipt of the entire list of materials and any deviations may result in price changes. Special order materials must be shipped to customer within 30 days of receipt by Core and Main and may be non-returnable or subject to a restock charge. We reserve 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 on manufacturer lead times. Any material deliveries delayed beyond manufacture lead times may be subject to price increases and/or applicable storage fees.

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,

https://coreandmain.com/TandC/

HARPER
GENERAL CONTRACTORS
Environmental Systems

Change Notification # 009

Project: 22-513-Scotts Hill Pender Co T & W

Environmental Systems Division
312 East Coffee Street
Greenville, South Carolina 29601
Phone: +18645467900

Project Manager: Peter Pistolis
(864) 979-6965
ppistolis@harpergc.com

CHANGE NOTIFICATION #009: HAMPSTEAD WELL CASING ADDITIONAL LENGTH

DATE: 3/30/2023

TO: **ATTENTION:**

INITIATED BY: Peter Pistolis **SCHEDULE IMPACT:** 0 days

SOURCE:

DESCRIPTION:
CE #010 - Hampstead Well Casing Additional Length
The exploratory boring found a zone of coarse grained sand at 20’ to 40’ deep in the proposed well location. We are concerned that this zone will create a caving hazard and strongly recommend installing 24” pit casing across this zone to a clay found at approximately 40’ to 70’ deep, or to the top of the Castle Hayne Aquifer at 80’ deep. Note that these findings changed from the test well location. As such, the design did not accommodate for this subsurface condition.

CDM Smith Response:
We are recommending 24 inch casing from surface to approximately 50 feet bls into a clay unit.

Casing, Drilling, Installation, and Grouting - 51' x $356.45/lf = $18,178.95
Shipping Replacement Casing - $7,500

ATTACHMENTS:
Casing Back Up.pdf

#	Cost Code	Description	Type	Amount	Labor Burden (58.57%) Per BSR email 2021 Burden Update (58.57% Applies to LABOR BURDEN, OVERTIME LABOR, and LABOR.)	Subcontractor Bond (2% of SUB) (2.00% Applies to SUBCONTRACT.)	Fuel & Oil (55% of EQT) Per Creed email June 2022 (55.00% Applies to Equipment Rented and EQUIPMENT INTERNAL.)	Misc Tools (5% of Labor) (5.00% Applies to LABOR BURDEN, OVERTIME LABOR, and LABOR.)	Safety (3% of Labor) (3.00% Applies to LABOR BURDEN, OVERTIME LABOR, and LABOR.)	Punchlist (3% of Labor) (3.00% Applies to LABOR BURDEN, OVERTIME LABOR, and LABOR.)	Clean up (2% of Labor) (2.00% Applies to LABOR BURDEN, OVERTIME LABOR, and LABOR.)	Sales Tax (6.75% Applies to MATERIAL, Equipment Rented, and EQUIPMENT INTERNAL.)	Subtotal
1	02-311 - Well Drilling	Additional 24" Pit Casing	SUBCONTRACT	$ 25,678.95	$ 0.00	$ 513.58	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$26,192.53
			Subtotal:	$ 25,678.95	$0.00	$513.58	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,192.53
												Quotation Estimate ($50/hr): 0.00% Applies to all line item types.	$ 0.00
												Submittal Preparation ($50/hr): 0.00% Applies to all line item types.	$ 0.00

Procurement ($50/hr): 0.00% Applies to all line item types.	$ 0.00
Field Coordination ($50/hr) : 0.00% Applies to all line item types.	$ 0.00
Direct Supervision ($50/hr): 0.00% Applies to all line item types.	$ 0.00
As-Built Documents ($50/sheet): 0.00% Applies to all line item types.	$ 0.00
AGC Fee (0.05% of total): 0.05% Applies to all line item types.	$ 13.10
Insurance (0.50% of Total): 0.50% Applies to all line item types.	$ 131.03
Builders Risk Insurance (Coastal 0.5% or Non-Coastal 0.25%): 0.50% Applies to all line item types.	$ 131.68
Licenses & Permits (1% of Total): 1.00% Applies to all line item types.	$ 264.68
Harper Bond (1% of Total) : 1.00% Applies to all line item types.	$ 267.33
Fee (15% of L, M, E, OTH): 15.00% Applies to Allowance, MATERIAL, Temporary, LABOR BURDEN, OVERTIME LABOR, Equipment Rented, LABOR, OTHER, EQUIPMENT INTERNAL, and Accrued Taxes.	$ 0.00
Fee (5% of SUB) : 5.00% Applies to SUBCONTRACT.	$ 1,350.02
Grand Total:	$28,350.37

Unless otherwise noted herein, pricing is based on the work occurring and being completed between the date of this Potential Change Order and contract substantial completion. Any variance to schedule would require an adjustment to this Potential Change Order in time and money to account for additional direct costs required to procure, install and/or manage this scope of work. Pricing is valid for 30 days from the date of this Potential Change Order.

Peter Pistolis

From: Jim Cornette <Jim@armnc.com>
Sent: Wednesday, March 22, 2023 5:02 PM
To: Peter Pistolis
Cc: Morgan Robbins
Subject: Hampstead Water Tower Well

EXTERNAL EMAIL

Peter,

Proposed change order for the casing installation:

1. Casing, drilling, installation, and grouting 51' X $356.45 = 18,178.95
2. Shipping replacement casing 7,500.00
3. Total 25,678.95

The 24" casing is in 17' sections, so 3 X 17 = 51' installed.

Let me know if you have questions.

Jim

James L. Cornette, PG, CWD

Applied Resource Management, PC
ARM - Well Drilling
ARM - Geothermal
P.O. Box 882
257 Transfer Station Road
Hampstead, NC 28443

910.270.2919 (Office)
910.512.4890 (Cell)

From: Jim Cornette
Sent: Thursday, March 16, 2023 8:52 AM
To: Peter Pistolis <PPistolis@HarperGC.com>
Cc: Sarah Miller <SMiller@HarperGC.com>; Morgan Robbins <Morgan@armnc.com>; Sanford Sweeting <Sanford@armnc.com>; Andrew Hospodar <AHospodar@HarperGC.com>; Justin Bustamante <JustinB@HarperGC.com>; Dan Williamson <RWilliamson@HarperGC.com>; Zac Walter <ZWalter@HarperGC.com>
Subject: RE: AIS Steel Certification

Time is good because We have the steel casing for the EMS site that we can use at the water tower well.

24" steel are in 17.5' lengths. Costs will be dependent on if the engineer wants to go to 40' or 80'.

24" Pit casing to 40' will be approximately $14,258, and to 80', $28,516.

Jim

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	June 19, 2023
SUBJECT:	Approval of Capital Project Ordinance and Budget Ordinance Amendment for US 421 CFPUA Water Interconnection Project

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

The FY23 budget allotted funds for the initial design work to extend PCU's water pipeline. The FY24 proposed budget includes construction funds for the project. This agenda item will formalize the project with a capital project ordinance, resolution, and budget ordinance amendment.

The initial funding of this project is $70,000, and is funded in account 072-407400. The budget ordinance amendment will transfer these funds to the proposed capital project account.

ACTION REQUESTED:
Approve the Capital Project Ordinance and Budget Ordinance Amendment for the US 421 CFPUA Water Interconnection Project

ATTACHMENTS:
Capital Project Budget Ordinance & Resolution
Budget Ordinance Amendment

CAPITAL PROJECT BUDGET ORDINANCE
US 421 CFPUA WATER INTERCONNECTION PROJECT

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 a US 421 CFPUA Water Interconnection Project to serve the properties within the Pender County Utilities water system with an emergency backup public water supply;

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:

Engineering Fees	$ 70,000.00
Construction	$ TBD
Project Contingency	$ TBD
TOTAL PROJECT COST	**$ 70,000.00**

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 Fund 72	$ 70,000.00
TOTAL PROJECT FUNDING	**$ 70,000.00**

SECTION 3: Authorized activities for the US 421 CFPUA Water Interconnection Project include the expenditure of budgeted funds for engineering, construction, site work, and contingency. 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 enterprise 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 _19th_ day of _June_, 2023.

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

ATTEST:

_____
Lexi Stanfield, Clerk to the Board

RESOLUTION

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

that the Capital Project Budget Ordinance for the US 421 CFPUA Water Interconnection Project to document the proposed project expenditures and funding in the initial amount of $70,000.00 is approved and adopted.

The Chairman/County Manager is authorized to execute any document necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS

YEA VOTES: Newton ___ McCoy ___ Hardee ___ Groves ___ George ___

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

ATTEST:

_____
Lexi Stanfield, Clerk to the Board

Monday, June 5, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 72 - ROCKY POINT TOPSAIL W&S

Division, Program, Project, etc. US 421 CFPUA Water Interconnection Project

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	86-399072-6967	Transfer from Fund 72	70000
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	072-407400	Capital Outlay	-70000
2	86-404505-6967	Contracted Services-Engineer	70000
3	072-490000	Transfer to CIP	70000
4			
5			
6			
7			
8			
9			
10			

Total Revenues 70000

Total Expenditures 70000

Budget Amendment Balances when Zero. 0

Prepared By: Kenny Keel

Email kkeel@pendercountync.gov

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	June 19, 2023
SUBJECT:	Approval of Capital Project Ordinance and Budget Ordinance Amendment for Batson Road Water Line Extension Project, and Transfer of PO 351

SUMMARY:
The FY23 budget included funds for "miscellaneous small system expansion/loops". PCU staff identified a potential short water line extension on Batson Road that would connect 10 properties that had paid for taps nearly 20 years ago, but the water line was not extended at that time far enough to capture these properties. The compact area involved made this a very affordable water extension, compared to other locations in the county where this has occurred.

The design contract for this project was approved earlier this fiscal year, but a capital project account was not created at that time. Funding for construction is currently tied-up with the tank & wells construction project. As soon as that funding is made available (after LGC approval of the tank & wells project loan), I will request that the construction funds be transferred back for use for this project. Design is complete and state permits are being reviewed for issuance in the near future.

The initial funding of this project of $45,900 has already been issued for PO # 351 for the engineering design and permitting. This budget ordinance amendment request will transfer those funds to the proposed capital project account and move PO# 351 to that account. Future project expenditures will come from this account upon transfer of the needed construction funds when they become available.

ACTION REQUESTED:
Approve the Capital Project Ordinance and Budget Ordinance Amendment for the Batson Road Water Extension Project, and transfer PO # 351 to this new capital project account

ATTACHMENTS:

Capital Project Budget Ordinance & Resolution
Budget Ordinance Amendment

CAPITAL PROJECT BUDGET ORDINANCE
BATSON ROAD WATER EXTENSION PROJECT

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 a Batson Road Water Extension Project to serve the properties at the western end of Batson Road with a public water supply;

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:

Engineering Fees	$ 45,900.00
Construction	$ TBD
Project Contingency	$ TBD
TOTAL PROJECT COST	**$ 45,900.00**

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 Fund 72	$ 45,900.00
TOTAL PROJECT FUNDING	**$ 45,900.00**

SECTION 3: Authorized activities for the Batson Road Water Extension Project include the expenditure of budgeted funds for engineering, construction, site work, and contingency. 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 enterprise 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 _19th_ day of _June_, 2023.

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

ATTEST:

_____
Lexi Stanfield, Clerk to the Board

RESOLUTION

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

that the Capital Project Budget Ordinance for the Batson Road Water Extension Project to document the proposed project expenditures and funding in the initial amount of $45,900.00 is approved and adopted.

The Chairman/County Manager is authorized to execute any document necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS

YEA VOTES: Newton ___ McCoy ___ Hardee ___ Groves ___ George ___

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

ATTEST:

_____
Lexi Stanfield, Clerk to the Board

Monday, June 5, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 72 - ROCKY POINT TOPSAIL W&S

Division, Program, Project, etc. Batson Road Water Extension Project

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	86-399072-6968	Transfer from Fund 72	45900
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	072-407400	Capital Outlay	-45900
2	86-404505-6968	Contracted Services-Engineer	45900
3	072-490000	Transfer to CIP	45900
4			
5			
6			
7			
8			
9			
10			

Total Revenues 45900

Total Expenditures 45900

Budget Amendment Balances when Zero. 0

Prepared By: Kenny Keel

Email kkeel@pendercountync.gov

Pender County
REZONE 2023-47 CZMA: Request to revise a Conditional Zoning Map Amendment for the Falls Mist Development

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	June 19, 2023
SUBJECT:	REZONE 2023-47 CZMA: Request to revise a Conditional Zoning Map Amendment for the Falls Mist Development

SUMMARY:
Stroud Engineering, applicant, on behalf of Rocky Point Properties, LLC and Farm and Garden, LLC, owners, is requesting the approval of a revision to a previously approved Conditional Zoning Map Amendment that involved three (3) tracts totaling approximately 301 acres from RP, Residential Performance and RA, Rural Agricultural zoning districts to the PD-CD1, Planned Development Conditional Zoning District 1. This Conditional Zoning Map Amendment was approved by the Board of County Commissioners at their January 18th, 2022, meeting. This approval allowed for 750 single family detached residential units, an associated sewage treatment facility (NAICS 221320), and a farmers' market (NAICS 445230). The applicant is requesting two modifications:

1. To remove the approved connection to Fall Brook Lane and establish another access to US HWY 117 through PIN 3234-53-1216-0000, which is currently zoned RP, Residential Performance;

2. Reduce the approved side yard setbacks for single-family homes from 10 feet to 5 feet.

This revision would bring the Conditional Zoning District to approximately 310.56 acres. The previously approved total unit count, associated sewage treatment facility, and famers market are not to be modified as part of this revision. The proposed development is south of NC HWY 210, approximately ±0.03 miles east of the intersection of NC HWY 210 and Balcombe Rd (SR 1425), and west of US HWY 117 in the Rocky Point Township and may be further identified by Pender County PINs 3234-29-6506-0000, 3234-38-5366-0000, 3234-24-6900-0000, and 3234-53-1216-0000.

ACTION REQUESTED:

To hold a public hearing and consider the Conditional Zoning Map Amendment and associated Master Plan revision request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Attachment 1 - Staff Report from initial approval case (REZONE 2020-16)
4. Attachment 2 - Narrative
5. Attachment 3 - Master Development Plan
6. Attachment 4 - Public Input Meeting Packet

PLANNING STAFF REPORT ADDENDUM
CONDITIONAL ZONING MAP AMENDMENT
"FALLS MIST GARDENS"

SUMMARY

Hearing Date:	October 6, 2020 Planning Board (tabled) November 5, 2020 Planning Board January 19, 2021 Board of Commissioners (tabled) November 15, 2021 Board of Commissioners
Applicant:	Stroud Engineering
Property Owners:	Rocky Point Properties LLC, Farm and Garden LLC
Case Number:	REZONE 2020-16, MDP 2020-21

Rezoning and Development Proposal: Stroud Engineering, applicant, on behalf of Rocky Point Properties LLC and Farm and Garden LLC, owners, is requesting the approval of a Conditional Zoning Map Amendment for three (3) tracts totaling approximately ±301.09 acres from RP, Residential Performance and RA, Rural Agricultural zoning districts to PD-CD1, Planned Development Conditional zoning district 1. This request is to allow for 750 single family detached residential units, associated sewage treatment facility (NAICS 221320), and a farmers' market (NAICS 445230).

Property Record Number, Acreage, and Location: The proposed development is south of NC HWY 210, approximately ±0.03 miles east of the intersection of NC HWY 210 and Balcombe Rd (SR 1425), and west of US HWY 117 in the Rocky Point Township and may be further identified by Pender County PINs 3234-29-6506-0000, 3234-38-5366-0000, and 3234-24-6900-0000.

Recommendation: At their November 5, 2020 meeting, the Pender County Planning Board recommended conditional approval of this application based on its consistency with the Pender County Unified Development Ordinance and Pender 2.0 Comprehensive Land Use Plan, with Staff still recommending approval as well. The proposed development is consistent with three (3) goals, two (2) objectives, and six (6) policies and the Future Land Use Map in the Pender 2.0 Comprehensive Land Use Plan, and conflicts with none. The proposed development is compliant with the Pender County Unified Development Ordinance.

PROJECT HISTORY AND UPDATE

At their January 19, 2021 meeting, the Pender County Board of County Commissioners tabled the request outlined in the subsequent packet, directing the applicant to further study traffic impacts brought forward by the project, specifically differing options for phasing the connection and usage of the existing Fall Brook Lane as an entrance to the proposed development, the potential non-residential uses on commercial property located at the intersection of Fall Brook Lane and US HWY 117, and the sight lines and distance of Fall Brook Lane/US HWY 117 intersection to the bridge over the former railroad right-of-way.

Based on the direction from the Board of County Commissioners, the applicant has concluded the entirety of their Traffic Impact Analysis (TIA) and will present those findings to the Board. Additionally, there has been one change to the layout of the project since the previous Board meeting: the extension of Fall Brook Lane into the proposed development is no longer proposed to be designed as a collector street, but as a local street. This is in reference to the recently adopted update to the Pender County Collector Street Plan which no longer designates the corridor as one for a collector street. The connection to Fall Brook Lane is

still required due to other regulations within the Unified Development Ordinance relating to street design as well as emergency vehicle access.

As a reminder, this project was submitted, and review started, prior to the approval of Zoning Text Amendment 2020-11 which revised certain items related to conditional rezoning applications. For consistency, all ordinance references are to the UDO as amended 3/16/2020 – the last revision date prior to the approval of ZTA 2020-11 unless noted. Based on staff evaluation, the only material difference if reviewed under the new version is that the project density would likely be lower under the new calculation.

CONDITIONS FOR APPROVAL OF PETITION

Per Sections 3.4.5 and 4.13.6 of the Pender County Unified Development Ordinance, the Pender County Planning Board and the Board of County Commissioners can add reasonable and appropriate conditions based on mutually established goals with the Applicant and adjacent property owners. Conditions may address parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of open space, and other matters that the participants in the public input meeting, staff, Planning Board and County Commission find appropriate or the petitioner may propose.

Staff, the applicant, and the Pender County Planning Board have previously collaborated to reach agreement on the following potential conditions of approval for this application:

1. The project shall be designed so that the post development runoff from the project be no more than ten (10) percent more than the pre- development runoff for the 10, 25, and 50 year return period events and be analyzed for the 100-year event.
2. All wetlands which will not be disturbed via an Army Corps of Engineers wetlands fill permit as part of the proposed development shall be placed under a conservation easement.
3. Informational signs to be installed at 500 ft intervals along all delineated wetland boundaries within platted open space, and to be maintained by the HOA and replaced as necessary. The applicant shall include this provision in the recorded covenants and restrictions for the development in perpetuity.
4. Sidewalks will be installed along all streets, and crosswalks will be marked at all intersections with a Collector Street.
5. Fall Brook Ln will be accepted for NCDOT maintenance prior to preliminary plat approval of the 601st lot of this development, preliminary plat approval of any portion of the development within the boundary of Tract 2 as shown on Pender County Map Book 42 P 116, or use of Fall Brook Ln for construction traffic, whichever shall come first.
6. A siren-activated gate meeting the standards of the Pender County Fire Marshal will be required at the border of the development and the existing A.R. Black Av., to be installed prior to final plat approval of the appropriate section, and be required to remain in place until such time as A.R. Black Av. Is brought up to the street design standards of the Pender County Unified Development Ordinance.
7. The wastewater treatment plant shall utilize membrane filtration technology, or other technology certified by the project engineer to render no greater negative impact to local water quality than membrane filtration.
8. Evidence that the Army Corps of Engineers has received any Certificate of Completion forms for wetland disturbance permits relating to the project shall be provided to staff prior to approval of the last Final Plat associated with this development.

9. Prior to completing the roadway connection between Fall Brook and the proposed development, A measure similar to a chicane that is acceptable to the NCDOT and Pender County Emergency Services shall be installed within the proposed development near the interconnection with Fall Brook, as well as at least one additional traffic calming measure along Fall Brook that is acceptable to NCDOT. The applicant shall also make a written request to the North Carolina Department of Transportation that a speed limit of 25 MPH should be posted on Fall Brook Ln.

Additionally, a tenth condition was discussed at the January 19, 2021 hearing and is again up for discussion at the November 15, 2021 meeting:

10. From the time that the road network of this development connects to Fall Brook Lane, to the time that the 700th home receives its Certificate of Occupancy, a gate shall be placed on the roadway between the two developments to allow only residents of Falls Mist and emergency vehicle traffic (siren activated) to utilize the connection. Means of access for construction vehicles shall not be granted. Following the Certificate of Occupancy for the 700th home, the gate shall be removed.

STROUD ENGINEERING, P. A.
CONSULTING ENGINEERS
102D CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
WWW.STROUDENGINEER.COM
LICENSE NO. C-0647

December 21, 2021

Pender County Planning Department
805 S. Walker Street
Burgaw, North Carolina 28425

Re: Falls Mist Conditional Zoning Map Amendment
Rocky Point, Pender County

To Whom it May Concern,

What follows is an application for the amendment of the Conditional Zoning Map approved for the Falls Mist Planned Development. There are two revisions requested in this effort. The first and primary is the removal of the required roadway connection to the Fall Brook subdivision road network. As presently approved, Fall Brook Lane will be connected to the Falls Mist development. The Pender County Unified Development Ordinance, UDO, Article 7.4.1.F is the basis of the required roadway connection. Through the original iterative rezoning process, an additional 9.4 acre parcel adjacent to the north of the Fall Brook subdivision tract was purchased and incorporated into the plan to provide collector street connection to US Highway 117 for the Falls Mist development. This alternate route is intended to relieve the collector street traffic through the Fall Brook Subdivision on the basis of ordinance required road connectivity, the stub right of way is still to be connected. The connection to Fall Brook Lane requires a lengthy wetland crossing. The alternate route enables a significant reduction of wetland impacts effectively minimizing the environmental affect of this development. Article 7.5.1.A (b) of The UDO affords exception to the cross-connection requirements provided environmental hardships that may be realized by such connection. On this basis, avoidance of the wetland impacts necessitated by the Fall Brook Lane connection is substantiated.

Article 4.14 (1) reports that setbacks for the PD zone are to be as shown by the Master Development Plan. The originally approved Master Development Plan represented PD zoning residential side setbacks to be ten feet. The developer is requesting the PD zoning residential side setbacks to be reduced to five feet to afford the builder opportunity to maximize the building envelope on smaller lots. On this premise, Note 10. Now represents the PD zoning residential side setbacks to be five feet. No other setbacks are proposed to be revised.

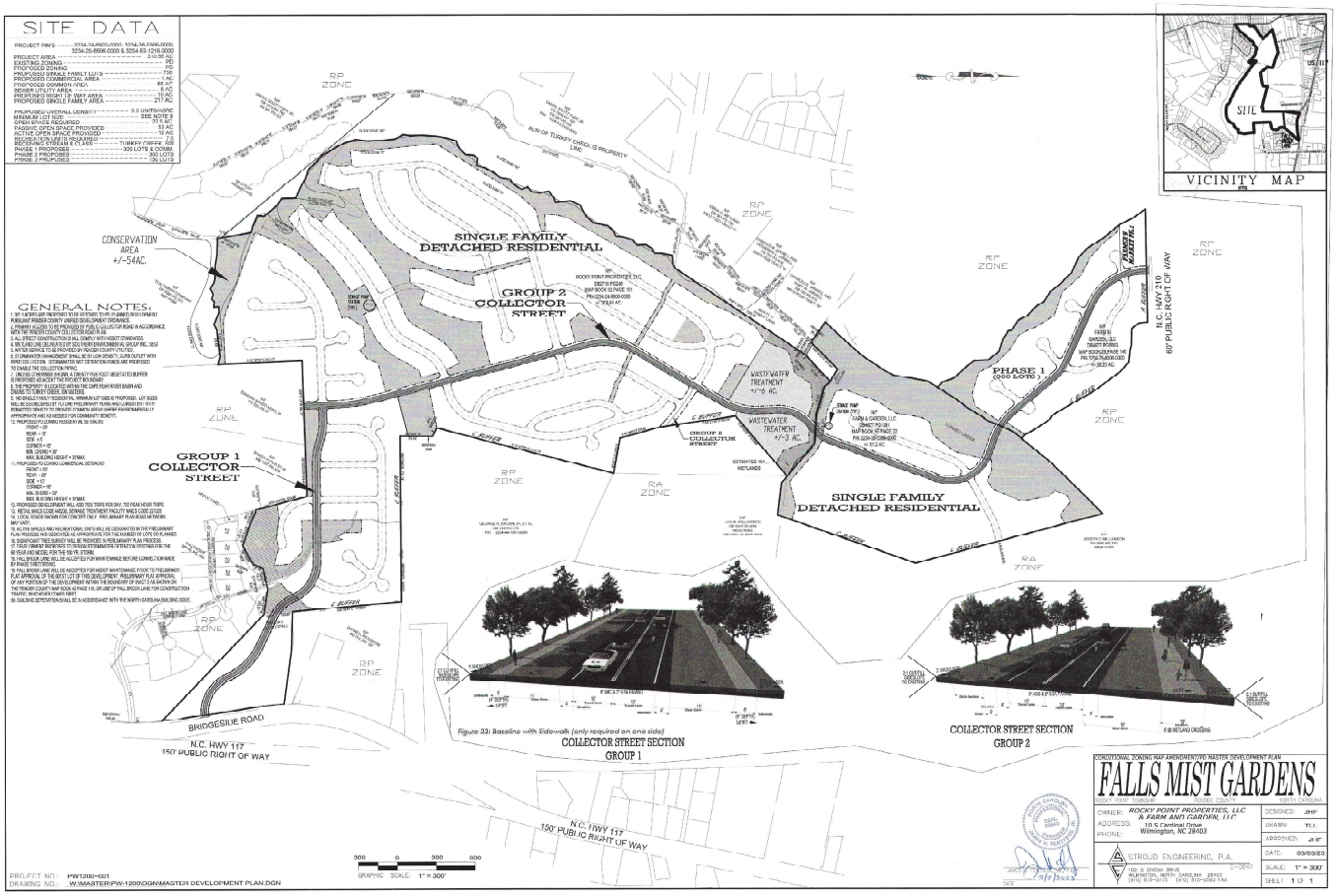
We hope the attached submission addresses the requirements to amend these two aspects of the Conditional Zoning Map. Please include this compilation for the next available review itinerary. Feel free to contact me with any additional needs that may arise in this regard.

Thanks,

James H. Fentress Jr. PE, PLS

Attachments

JHF/jf
File W:\MASTER\PW1585\TRC\CSHAW RESPONSE 122121.doc


SITE DATA
GENERAL NOTES:
CONSERVATION AREA +/-54AC.
SINGLE FAMILY DETACHED RESIDENTIAL
GROUP 2 COLLECTOR STREET
GROUP 1 COLLECTOR STREET
WASTEWATER TREATMENT +/-6 AC.
WASTEWATER TREATMENT +/-3 AC.
PHASE 1 (200 LOTS)
SINGLE FAMILY DETACHED RESIDENTIAL
N.C. HWY 210
60' PUBLIC RIGHT OF WAY
BRIDGESILIE ROAD
N.C. HWY 117
150' PUBLIC RIGHT OF WAY
VICINITY MAP
SITE
US 17
COLLECTOR STREET SECTION GROUP 1
COLLECTOR STREET SECTION GROUP 2
FALLS MIST GARDENS
OWNER: ROCKY POINT PROPERTIES, LLC & FARM AND GARDEN, I.I.C.
ADDRESS: 18 N Central Drive Wilmington, NC 28403
STROUD ENGINEERING, P.A.
DESIGNED: JHF
DRAWN: TLL
APPROVED: JHF
DATE: 03/03/23
SCALE: 1" = 300'
SHEET 1 OF 1
PROJECT NO.: PW1200-001
PROJECT NO.: PW1200-001
DRAWING NO.: W:\MASTER\PW-1200\DGN\MASTER DEVELOPMENT PLAN.DGN
GRAPHIC SCALE: 1" = 300'

STROUD ENGINEERING, P. A.
CONSULTING ENGINEERS
102D CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
WWW.STROUDENGINEER.COM
LICENSE NO. C-0647

January 6, 2023

Re: Falls Mist PD Master Development Plan as approved by Pender County Commission

To All It May Concern,

Stroud Engineering, PA is writing you on behalf of Rocky Point Properties, LLC and Farm and Garden, LLC to notify you of an informal community meeting to discuss a proposed Master Development Plan revision of the Falls Mist project located off NC Highway 210 & US Highway 117 S, in Rocky Point, Pender County, NC. The primary plan revision to be discussed is the proposed elimination of the roadway connection to Fall Brook Lane.

The meeting is scheduled to be held on ***Tuesday, January 24th at the Pender County Library -103 S. Cowan Street, Burgaw, NC*** **from 6:30 to 9:30 pm.** Exhibits of the project and meeting locations are attached.

Please R.S.V.P. by email (Tracy Lowe: tlowe@stroudengineer.com) or call (910) 815-0775. I look forward to meeting you and addressing any questions that you may have.

Thank you,

James H. Fentress, Jr. PE, PLS

Attachments

JHF/jf
File W:\Master\PW-1200\pdf\community meeting\MASTER DEV PLAN REV COMMUNITY MEETING NOTICE.doc

STROUD ENGINEERING, P. A.
CONSULTING ENGINEERS
102D CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
WWW.STROUDENGINEER.COM
LICENSE NO. C-0647

Falls Mist
Community Informational Meeting Report
For
Conditional Zoning Map Amendment

Stroud Engineering, PA held a community meeting on Tuesday, January 24, 2023 from 6:30 pm to 9:30 pm at the Burgaw Library in Pender County, NC to inform residents within five hundred feet of the proposed Conditional Zoning Map Amendment ambitioned to eliminate the Fall Brook Lane road connection as well as reduce the reported side setback from ten feet to five feet. The meeting was an opportunity to report the proposal, address questions, and hear concerns regarding the proposed map amendment. The residents were notified of the meeting by mail.

Relative to the original community meeting in July of 2020, there were at least twenty new residents notified due to the 9.4 acre parcel purchased and approved for alternate connection to US Highway 117. The County required collector street corridor now emanates from this newly proposed driveway in lieu of converting Fall Brook Lane as originally interpreted from the Pender County Collector Street Plan. Community meeting attendance included; two Stroud Engineering, PA representatives, the property owner/developer, owner/developer Attorney, one senior Transportation Engineer from Davenport Engineering and fourteen interested residents. A reporting of the attendees is attached. There were several inquiries of Stroud Engineering in the weeks leading up to the meeting. The primary interests were to do with drainage, safety and traffic as well as some unfounded concerns of a possible convenient store apparently the result of rumor. There were no questions raised with regards to the setback reduction proposal.

The majority of the comments and concerns were from the Fall Brook Subdivision Community residents and residents along AR Black Avenue. A general overview of the dialog follows:

Drainage:

The focus of the drainage discussion was related to the flooding that occurs in the branch between the Fall Brook subdivision and the Falls Mist development tract. This flooding was reportedly aggravated by numerous downstream beaver dams. The Falls Mist developer reported that they had recently had several of the beavers removed and their dams destroyed in effort of improving the drainage in the branch and Turkey Creek. It was noted that the elimination of the Fall Brook Lane road connection would mean less flow obstruction in the branch which would not adversely affect drainage in the area. It was also noted that the development was conditioned on providing stormwater detention for the 100 year storm event which far exceeds the ordinance minimum.

Safety:

The Fall Brook community is relieved by the proposed elimination of the road connection to their subdivision. There were a few that were concerned about traffic safety on NC Highway 117 given the proposed driveways proximity to the bridge South of the Fall Brook Subdivision. It was noted that the proposed driveway is planned on the Bridgeside Road and not directly onto

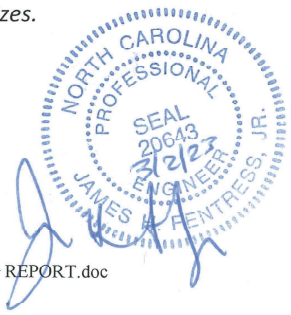
the highway. It was discussed that there was currently no traffic light proposed however the Traffic Impact Analysis would dictate what improvements would need to be made for that connection if and when the elimination of the Fall Brook Road connection was approved.

Traffic :

Traffic pattern was the primary discussion point as traffic from the Falls Mist development would not be realized if the connection to Fall Brook Lane could be eliminated by the proposed Map Amendment. Fall Brook Lane was recorded in 2008 to be a fifty feet wide public road right of way with twenty feet of pavement consistent to referenced North Carolina Department of Transportation, NCDOT, collector road standards. It was emphasized that, as presently approved, Fall Brook Lane will be connected to the Falls Mist development. Through the original iterative rezoning process, an additional 9.4 acre parcel adjacent to the north of the Fall Brook subdivision tract was purchased and incorporated into the plan to provide collector street connection to US Highway 117 for the Falls Mist development. That was intended to relieve the collector traffic through the Fall Brook Subdivision but on the basis of ordinance required road connectivity, the stub right of way was still to be connected. The popular consensus of the Fall Brook Community was that elimination of the road connection to their development would be an improvement to the plan. The residents from AR Black Avenue expressed disinterest in their private road being connected even if only for emergency access. Several requested that we make the same request for exception to the ordinance that road connection. There was one however who asked the Falls Mist developer to pave AR Black. That was explained as not possible given the developer of the Falls Mist does not have right of access to AR Black.

Various questions:

- AR Black Ave residents are concerned about emergency use of their private road.
- AR Black Ave residents also concerned about proposed emergency gate at the end of the road.
- AR Black Ave residents concerned about buffer width behind proposed homes, due to several of the residents being avid target shooters.
- Safety flashing cautions lights near new entrance off HWY 117 next to Fall Brook Lane?
- Any proposals for the Owl Creek wetland area?
- When will the construction start? *18 months +/- for approval and permits.*
- Concerns of existing homes being devalued by the additional traffic.
- What size lots are proposed? *The PD zone is proposed to enable a diversity of lot sizes.*
- Residents want to be made aware of all upcoming meetings for attendance.
- Where will wastewater treatments be located?



Attachments

JHF/jf
File W:\Master\PW-1200\MASTER PLAN REVISION\JAN 2023 COMMUNITY MEETING\2nd COMMUNITY MEETING REPORT.doc

FALLS MIST COMMUNITY MEETING NOTES From 1/24/2023

Call ins -

- Vincent Barger 910-619-9737 vincentbarger@gmail.com
- Anna Marie Fern off Strawberry 910-233-3112
- Mark Giardina 303-958-3601 giardina2955@gmail.com owner off AR Black Ave
- Ed Hill owns 46 ac blackberry farm across new 9.4 ac tract

14 land owners attended / 5 reps attended

NOTES : (random notes throughout the evening)

- Traffic Signals – No traffic lights – Concerns of traffic over bridge heading North on HWY 117
- Sewer treatment plant
- DOT/TIA was updated – study was moved to new connector road
- Reduction of setbacks 10' – 5'
- Wetland – Owl Creek backs up to additional parcel – Condition to revise-10yr to 100yr storm are there any plans for Ped-Xing over wetlands?
- Fall Brook owners thrilled with ne update to reroute away from their subdiv
- Stroud/developer is asking county to oppose the Fall Brook Connection
- Questions RE: the proposed Farmers Mkt off 210
- When will ground breaking start
- The approved plan has connection to AR Black Ave. – County requires it – Developer/Stroud wants to eliminate the connection
- If there is a connection for 911 on AR Black – how & where will the gate be placed, how will it work, any potential for others to use it.
    - Owners along AR Black want the ex. gravel road to paved and maintained if county emergency is planning to use the access.
- AR Black Ave. end of road owners are concerned with the small proposed buffer, because they frequently target shoot on the back of their property.
- Concerned with price of proposed homes – hoping the mass building won't devalue their property.

FALLS MIST - 2ND COMMUNITY MEETING (January 24, 2023)
MAIL OUT INFORMATION & ATTENDANCE

ATTENDING YES OR NO	NAME	ADDRESS	COMMENTS
@ 1	Johnathan Vaughan		Excited to see progress RE: New Entry
1	Dacia Zimmer		" "
1	Vincent Barger		Empty envelope - I emailed him
No	Americana farm	Strawberry Ln.	Q's I gave her my email
2	Aubrey Harvey	714-925-9976	
2	Edd Hill	Owns access from New Parcel Blackberry farm	Was Wanting to know Time line

FALLS MIST - 2ND COMMUNITY MEETING (January 24, 2023)
SIGN -IN SHEET

	NAME	ADDRESS	CONCERNS
•	Stuart Petersen	203 Fall Brook Lane	
—	Don Bennett	5917 Oleander Dr. 28403	Davenport Engineer
•	Bob Summerlott	237 W. Tumbling Waters Rd.	
•	Joe Williamson	44 Casha Rd, Rocky Pt	
•	Natalie Tribett	44 Casha Rd, Rocky Pt	
•	Matthew Tribett	44 Casha Rd, Rocky Pt	
•	Aubrey Harvey	30 Owl Creek Ct	
•	Jesse Harvey	30 Owl Creek Ct	
•	Ty Barnett	42 babbling Crk Rd RP 28457	
•	Johnathan Vaughan	160 Fallbrook Ln	
—	Tracy Lowe	Stroud Engineering	
=	Sam Potter Atty		
=	Jimmy Fentress	102 D Cypress Pointe Wilm. NC 28403	/ Stroud Engineering
•	Matthew Lukens	50 E Tumbling Waters Rd. 28457	
•	Douglas Lukens	" "	
•	Martin Camp —	221 AR Black Ave →	grypmartin@gmail.com
•	Mark Giardina —	187 AR Black Ave	Statesville 28625.
—	Mark Maynard Jr. — Developer	Developer/owner	
	~~Douglas Lukens~~	50 E Tumbling Waters Rd	
•	Matt Lukens	Same	

STAFF REPORT FOR REZONE 2023-47 CZMA CONDITITIONAL ZONING MAP AMENDMENT APPLICATION

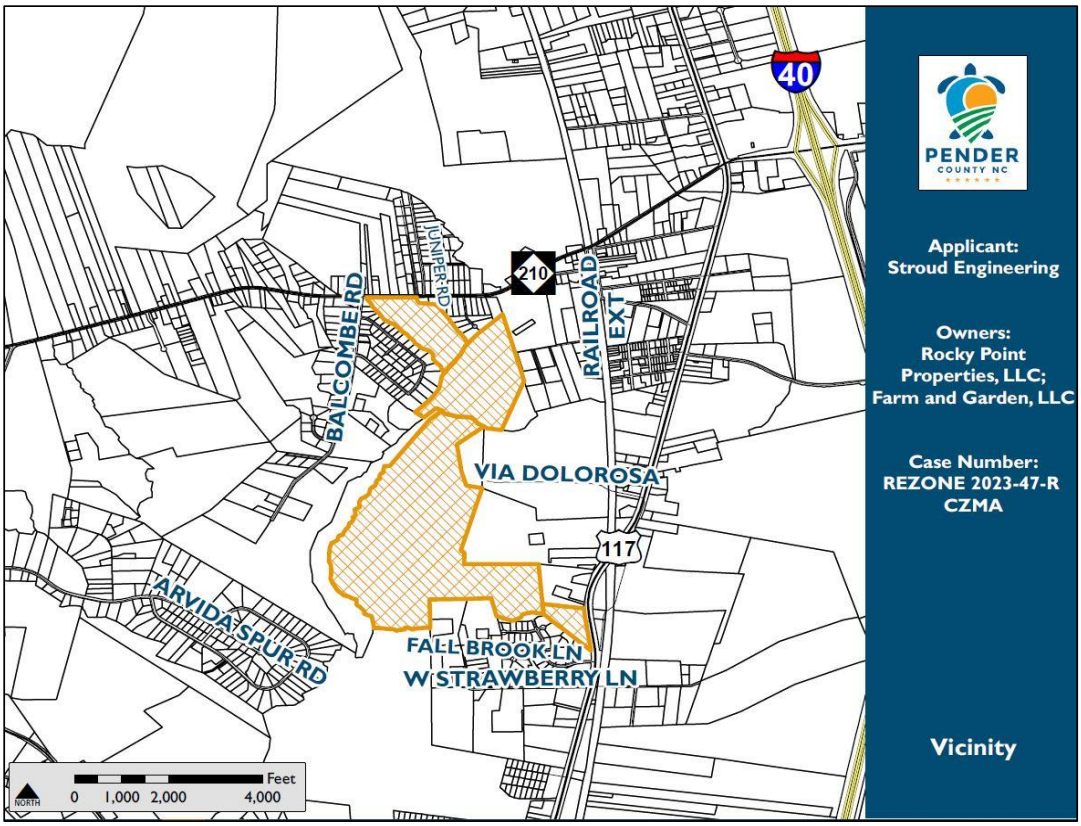
APPLICATION SUMMARY	
Case Number	REZONE 2023-47 CZMA Revision
Hearing Dates	May 2, 2023 Planning Board June 19, 2023 Board of Commissioners
Applicant	Stroud Engineering, PA
Property Owner(s)	Rocky Point Properties, LLC & Farm & Garden, LLC
Parcel Identification Number(s)	3234-29-6506-0000, 3234-38-5366-0000, 3234-24-6900-0000, & 3234-53-1216-0000
Acreage	310.56
Township	Rocky Point
Current Zoning District(s)	PD-CD1, Planned Development Conditional Zoning District 1 & RP, Residential Performance
Requested Zoning District	PD-CD1, Planned Development Conditional Zoning District 1
Future Land Use Category	Medium Density Residential

CONDITIONAL ZONING MAP AMENDMENT PROPOSAL
Stroud Engineering, applicant, on behalf of Rocky Point Properties, LLC and Farm and Garden, LLC, owners, is requesting the approval of a revision to a previously approved Conditional Zoning Map Amendment that involved three (3) tracts totaling approximately 301 acres from RP, Residential Performance and RA, Rural Agricultural zoning districts to the PD-CD1, Planned Development Conditional Zoning District 1. This Conditional Zoning Map Amendment was approved by the Board of County Commissioners at their January 18th, 2022, meeting. This approval allowed for 750 single family detached residential units, an associated sewage treatment facility (NAICS 221320), and a farmers' market (NAICS 445230). The applicant is requesting two modifications: 1. To remove the approved connection to Fall Brook Lane and establish another access to US HWY 117 through PIN 3234-53-1216-0000, which is currently zoned RP, Residential Performance; 2. Reduce the approved side yard setbacks for single-family homes from 10 feet to 5 feet. This revision would bring the Conditional Zoning District to approximately 310.56 acres. The previously approved total unit count, associated sewage treatment facility, and famers market are not to be modified as part of this revision.

LOCATION

The proposed development is south of NC HWY 210, approximately ±0.03 miles east of the intersection of NC HWY 210 and Balcombe Rd (SR 1425), and west of US HWY 117 in the Rocky Point Township and may be further identified by Pender County PINs 3234-29-6506-0000, 3234-38-5366-0000, 3234-24-6900-0000, and 3234-53-1216-0000.

Below: Vicinity Map of the Area



CASE HISTORY AND PREVIOUS APPROVAL

January 18th, 2022, Approval

After a recommendation of approval by the Planning Board at their November 5, 2020, meeting, the Board of County Commissioners approved a Conditional Zoning Map Amendment request and Master Development Plan for the development referred to as Falls Mist Gardens on January 18, 2022. The previous and vested approval allowed for a total of 750 single family detached residential units, an associated sewage treatment facility (NAICS 221320), and a farmers' market

(NAICS 445230). The associated staff report with the previous Conditional Zoning Map Amendment approval may be found in the Board's packet as Attachment 1.

REVISION REQUEST IN FURTHER DETAIL

There are two revisions requested as part of this application. The first and primary revision being the removal of a required roadway connection to the Fall Brook subdivision via Fall Brook Lane. The Pender County Unified Development Ordinance, which contains local regulations pertaining to development activity, states in Section 7.5.1 that the layout of streets as to arrangement, width, grade, character, and location shall conform to the following: (1) Pender County collector street plan, (2) adjoining street systems, (3) existing, planned and proposed streets, (4) to provide for continuity in existing streets, (5) provide adequate right-of-way for collector streets and (6) reasonable access will be provided to adjacent properties for development.

These six provisions individually required the applicant to connect their road network with Fall Brook Lane and together emphasize the importance Pender County regulations place on street network connectivity.

Section 7.5.1.A.1(b) of the Pender County Unified Development Ordinance allows for an administrative review and potential exception to connection requirements outlined above when wetland impacts would occur due to a required roadway connection. Within the applicant's narrative, it is stated that the previously approved connection to Fall Brook Lane will require a "lengthy wetland crossing." The applicant's narrative is located in the Board's packet as Attachment 2. The applicant's revised Master Development Plan shows approximate locations of existing wetlands and can be found in the Board's packet as Attachment 3. As stated in the narrative, the revised connection would reduce wetland impacts thereby minimizing environmental impacts. If this request were to be approved, staff would require a Jurisdictional Delineation approval that is issued by the United States Army Corps of Engineers along with all necessary wetland impact permits.

In addition to the applicant's request to remove the previously approved connection to Fall Brook Lane, they are also requesting that the previously approved side yard setback requirements be reduced from 10 feet to 5 feet to maximize the building envelope as stated in the applicant's submitted narrative. The requested side yard setback requirements are also listed under Note 10 within the submitted Master Development Plan (See attachment 3).

Aside from the two revisions to the previously approved Conditional Zoning Map Amendment and Master Development Plan, no further changes from the previous project's approval that is outlined in Attachment 1 are being requested, including the previously agreed upon conditions of approval that would not be impacted from the requested removal of the Fall Brook Lane connection.

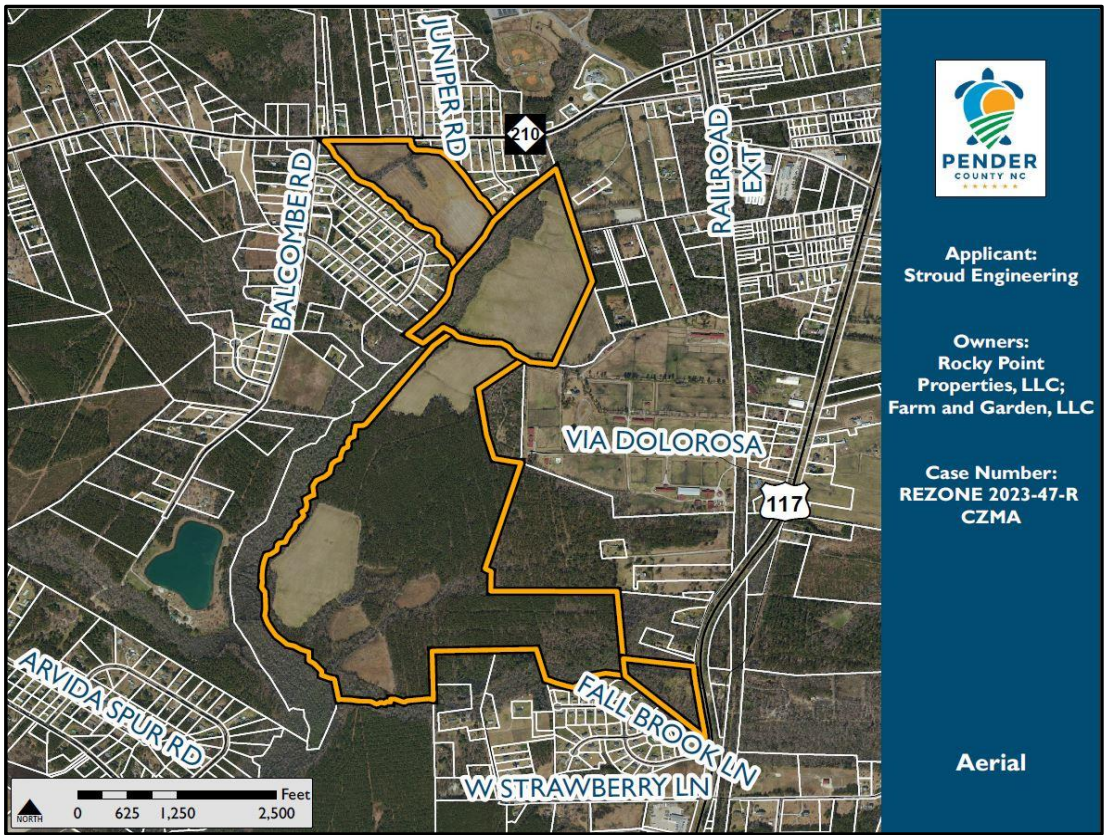
PUBLIC INPUT MEETING

In accordance with the Pender County UDO, the applicant held a public input meeting on Tuesday, January 24, 2023, at the Pender County Library – 103 S. Cowan Street, Burgaw, NC. According to the information provided by the applicant, 26 citizens attended the meeting citing concerns regarding stormwater drainage, safety, traffic, and specifically the removal of the connection to Fall Brook Lane. A summary of the report provided by the applicant can be found in Attachment 4 of the Board's packet.

Dimensional Requirements

Previously Approved Residential Dimensional Requirements	
Front	20'
Side	10' (Now seeking 5')
Rear	15'
Corner	15'
Max. Height	35'
Min. Chord	30'
Previously Approved Commercial Dimensional Requirements	
Front	50'
Side	10'
Rear	25'
Corner	15'
Max. Height	35'
Min. Chord	50'

Below: Aerial Map of the Area



ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject properties do contain Special Flood Hazard Areas[1].
Wetlands	The subject properties may contain characteristics of wetlands.[2, 3]
Areas of Environmental Concern	The subject properties do 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)

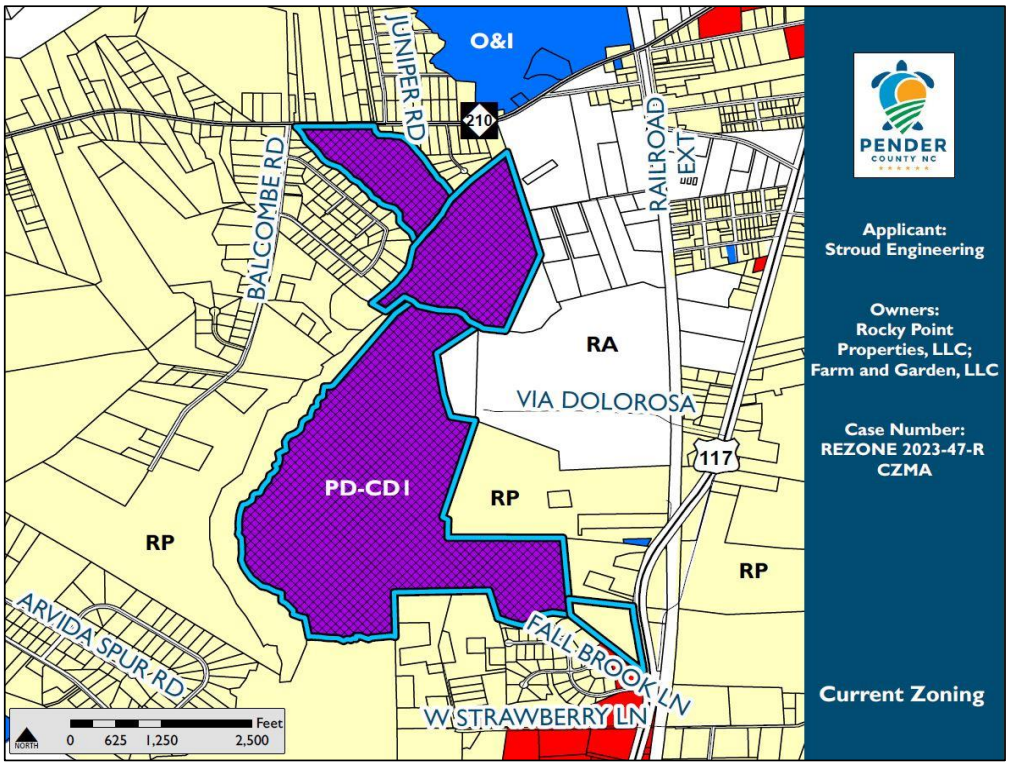
[2] According to the NC Division of Coastal Management (NC DCM)

[3] According to the National Wetlands Inventory (NWI)

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

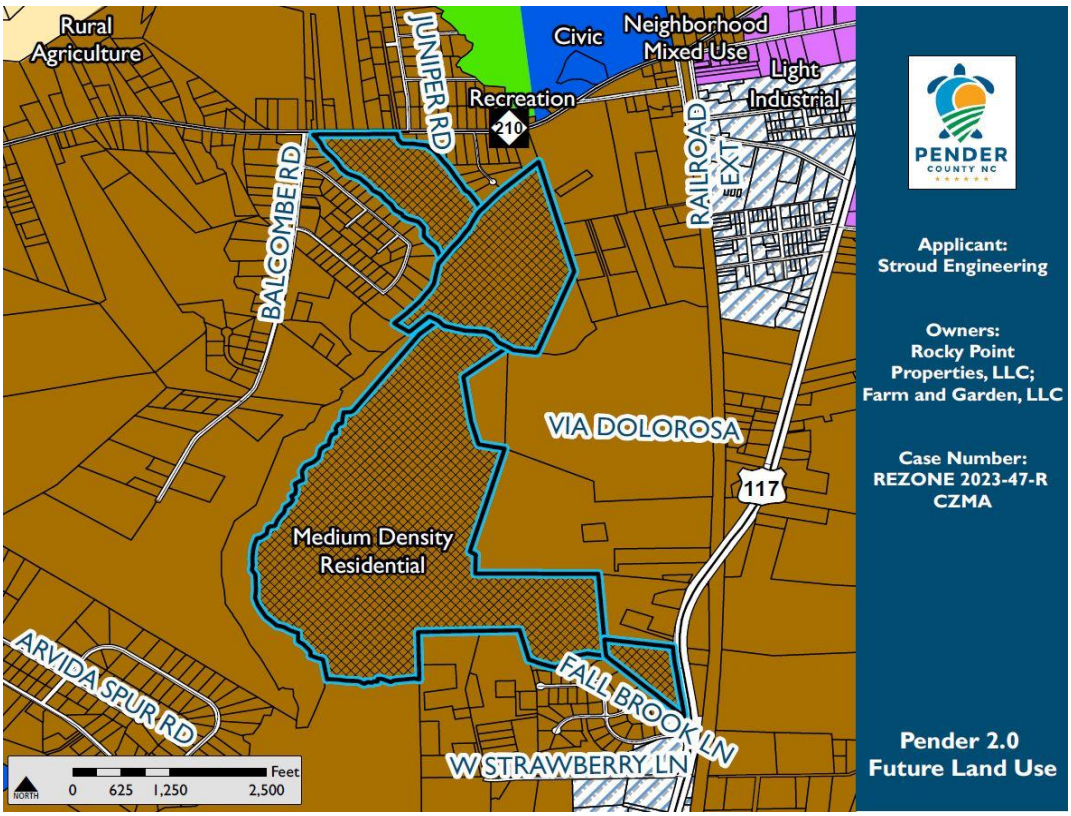
EVALUATION

Below: Current Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential	RP, Residential Performance & RA, Rural Agricultural
East	Undeveloped, Residential	RP, Residential Performance, RA, Rural Agricultural
South	Residential (Fall Brook Subdivision)	RP, Residential Performance, GB, General Business
West	Undeveloped, Residential	RP, Residential Performance

Below: Current Future Land Use Map of Area



Pender 2.0 Comprehensive Land Use Plan Compliance: The Pender 2.0 Comprehensive Land Use Plan designates the subject property as Medium Density Residential. 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.

This application is consistent with the Medium Density Residential Future Land Use classification because it proposes a clustered single-family neighborhood at a density of 3.47 units an acre in addition to integrated commercial frontage. The Pender 2.0 Comprehensive Land Use Plan also encourages bicycle and pedestrian infrastructure within this Future Land Use classification, which the applicant has proposed.

In addition to conforming with the Future Land Use Map, the Conditional Zoning Map Amendment request is supported by three (3) goals, two (2) objectives, and six (6) policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 3.1.H: Low Impact Development (LID):** The County supports Low Impact Development practices. Such LID practices may include retaining/infiltrating most of the runoff on-site, maximizing the use of permeable pavements, reducing the amount of impervious coverage, and clustering housing to allow a profitable development density while maximizing open space and minimizing wildlife habitat fragmentation.
>
> **Goal 4.2:** Manage the timing, location and intensity of growth by coordinating transportation improvements in accordance with development and ensuring safe and efficient modes of transportation are available to all residents and visitors.
>
> **Policy 4.2.F: Collector Street Plan:** The County shall continue to support and implement the Pender County Collector Street Plan when reviewing and approving new development proposals within the WMPO Boundary area of the County.
>
> **Goal 4.3:** Provide safe opportunities for walking and cycling, while supporting the need for paratransit service and other alternatives to provide transportation choices for residents and visitors.
>
> **Objective 4.3:** Encourage alternative means of transportation to reduce traffic, enhance economic development, offer services to those without use of a vehicle, and provide recreational opportunities for residents and visitors.
>
> **Goal 5.1: Land Use and Growth Management:** Manage the physical growth and development of Pender County by encouraging more intensive land uses in key locations identified for such growth while preserving and protecting the unique physical character and social assets of the rural heritage and coastal habitat that makes the County a unique place to live.
>
> **Objective 5.1: Land Use and Growth Management:** Ensure that development and use of resources balances protection of natural resources and agricultural lands with economic development, avoids risks to public health and welfare, and is consistent with the capability of the land.

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.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.

Policy 5.1.Z: Cluster Development Incentive: The County supports the clustering of residential development within the residential future land use categories for the preservation of coastal natural resources, prime agricultural lands, or wildlife habitat areas.

The project fulfills several desired policy outcomes for development as described in the Pender 2.0 Comprehensive Land Use Plan. The proposal provides enhanced transportation infrastructure, constructing multiple collector streets as well as bicycle and pedestrian connectivity throughout the development. While not proposing to certify the project to the Low Impact Development stormwater engineering standard, the project exhibits multiple characteristics of LID design – namely clustering development to preserve open space and providing above-average stormwater infrastructure. Additionally, based on comments received from the relevant agencies, sufficient infrastructure is available or will be constructed to serve the development.

The Conditional Zoning Map Amendment proposal was not found to conflict with any goals, objectives, or policies in the Pender 2.0 Comprehensive Land Use Plan.

CONDITIONS FOR APPROVAL OF PETITION

Per Sections 3.4.5 and 4.13.6 of the Pender County Unified Development Ordinance, the Pender County Planning Board and the Board of County Commissioners can add reasonable and appropriate conditions based on mutually established goals with the Applicant and adjacent property owners. Conditions may address parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of open space, and other matters that the participants in the public input meeting, staff, Planning Board and County Commission find appropriate or the petitioner may propose.

The following conditions of approval were previously agreed upon by the applicant, Planning Board, and Board of County Commissioners. Planning Staff has removed three previously agreed upon conditions of approval that were related to the Fall Brook Lane connection and shown those as "struck-through" below. These conditions have been removed because they are no longer applicable due to the requested removal of the connection to Fall Brook Lane:

1. The project shall be designed so that the post development runoff from the project be no more than ten (10) percent more than the pre- development runoff for the 10, 25, and 50 year return period events and be analyzed for the 100-year event**.**

2. All wetlands which will not be disturbed via an Army Corps of Engineers wetlands fill permit as part of the proposed development shall be placed under a conservation easement.

3. Informational signs to be installed at 500 foot intervals along all delineated wetland boundaries within platted open space, and to be maintained by the HOA and replaced as necessary. The applicant shall include this provision in the recorded covenants and restrictions for the development in perpetuity.

4. Sidewalks will be installed along all streets, and crosswalks will be marked at all intersections with a Collector Street.

5. A siren-activated gate meeting the standards of the Pender County Fire Marshal will be required at the border of the development and the existing A.R. Black Avenue, to be installed prior to final plat approval of the appropriate section, and be required to remain in place until such time as A.R. Black Avenue is brought up to the street design standards of the Pender County Unified Development Ordinance.

6. The wastewater treatment plant shall utilize membrane filtration technology, or other technology certified by the project engineer to render no greater negative impact to local water quality than membrane filtration.

7. Evidence that the Army Corps of Engineers has received any Certificate of Completion forms for wetland disturbance permits relating to the project shall be provided to staff prior to approval of the last Final Plat associated with this development.

REMOVED CONDITIONS THAT WERE PART OF THE ORIGINAL APPROVAL:

~~1. Fall Brook Ln will be accepted for NCDOT maintenance prior to preliminary plat approval of the 601st lot of this development, preliminary plat approval of any portion of the development within the boundary of Tract 2 as shown on Pender County Map Book 42 P 116, or use of Fall Brook Ln for construction traffic, whichever shall come first.~~

~~2. Prior to completing the roadway connection between Fall Brook and the proposed development, a measure similar to a chicane that is acceptable to the NCDOT and Pender County Emergency Services shall be installed within the proposed development near the interconnection~~

~~with Fall Brook, as well as at least one additional traffic calming measure along Fall Brook that is acceptable to NCDOT. The applicant shall also make a written request to the North Carolina Department of Transportation that a speed limit of 25 MPH should be posted on Fall Brook Lane.~~

~~3. From the time that the road network of this development connects to Fall Brook Lane, to the time that the 600th home receives its Certificate of Occupancy, a gate shall be placed on the roadway between the two developments to allow only residents of Falls Mist and emergency vehicle traffic (siren activated) to utilize the connection. Means of access for construction vehicles shall not be granted. Following the Certificate of Occupancy for the 600th home, the gate shall be removed.~~

RECOMMENDATION

At their January 18th, 2022, meeting, the Pender County Board of Commissioners approved the initial Conditional Zoning Map Amendment request as outlined in Attachment 1. At their May 2, 2023, meeting, the Pender County Planning Board unanimously recommended approval of the proposed revision to the Conditional Zoning Map Amendment. The proposed development is consistent with three goals, two objectives, and six policies, and the Future Land Use Map in the Pender 2.0 Comprehensive Land Use Plan. The proposed development is also compliant with, and meets the intent of, the Pender County Unified Development Ordinance. The proposed revision also has the potential to minimize wetland impacts by removing the connection to Fall Brook Lane. Therefore, Planning Staff respectfully recommends approval of the revision request to the previously approved Conditional Zoning Map Amendment.

Unified Development Ordinance Compliance: Section 3.4.4 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 or future land use map amendment can be made. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.4.4 Review Criteria for Conditional Rezoning

A. When evaluating an application for the creation of a conditional zoning district, the Planning Board and Board of Commissioners shall consider the following:

B. 1) The application's consistency to the general policies and objectives in all adopted Land Use Plans and Unified Development Ordinance.

C. 2) The potential impacts and/or benefits on the surrounding area, adjoining properties.

D. 3) The report of results from the public input meeting.

BOARD OF COMMISSIONERS ACTION NEEDED:

TO APPROVE: Motion to recommend approval of the Conditional Zoning Map Amendment and to make a finding that the approval is consistent with the following goals, objectives, and policies in the Pender 2.0 Comprehensive Land Use Plan:

- Policy 3.1.H

- Goal 4.2

- Policy 4.2.F

- Goal 4.3

- Objective 4.3

- Goal 5.1

- Objective 5.1

- Policy 5.1.D

- Policy 5.1.H

- Policy 5.1.V

- Policy 5.1.Z

TO DENY: Motion to deny the Conditional 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

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
Yes	Yes	Yes	Yes	Yes	Yes	Yes

APPROVED	DENIED	UNANIMOUS
Yes		**Yes**

Pender County
Planning and Community Development

Planning Division
805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

CONDITIONAL REZONING

Intent

A. Conditional zoning districts hereby included are to allow for the consideration of certain uses that are permitted uses in the underlying zoning district but due to their nature may not be appropriate for a particular location.

B. A conditional zoning district is intended for a development that has a high level of certainty of being constructed and the most commonly expected application will contain a specified use or uses on small and large scale projects.

C. Although, it is not intended to be used for speculative purposes, a conditional zoning district applicant may include as part of the application, a list of uses which will not be developed on the property.

D. All uses listed as part of any application must be in the same format and description as listed in the Table of Permitted Uses.

E. The following zoning district categories are approved to be assigned conditional zoning districts: PD, RP, RM, GB, OI, IT, IG (Reference Article 4 for Zoning District Descriptions).

Application

Except as provided herein, all applications to establish a conditional zoning district must follow the regulations prescribed in this section in addition to the standard rezoning process as described in Section 3.3, Rezoning of this Ordinance.

Public Input Meeting

Prior to scheduling a public hearing on the rezoning application, **the applicant must conduct one public input meeting and file a report of the results with the Administrator.**

1. The report for the public hearing will include a summary of the public input meeting.
2. The applicant shall mail a notice for the public input meeting to adjoining property owners not less than ten (10) days prior to the scheduled meeting.
3. The notice shall include the time, date and location of the meeting as well as a description of the proposal.
4. The applicant's report of the meeting shall include:
    a. A copy of the letter announcing the meeting.
    b. A list of adjoining property owners contacted.
    c. An attendance roster.
    d. A summary of the issues discussed.
    e. The results of the meeting including changes to the project's proposal, if any.

Review

When evaluating an application for the creation of a conditional zoning district, the Planning Board and Board of Commissioners shall consider the following:

1. The application's consistency to the general policies and objectives of the adopted Land Use Plan.
2. The potential impacts and/or benefits on the surrounding area, adjoining properties.
3. The report of results from the public input meeting.

APPLICATION FOR CONDITIONAL REZONING

THIS SECTION FOR OFFICE USE			
Application No.	ZMA-CD	**Date**	3/3/2023
Application Fee	$ 3,555.60	**Invoice Number:**	00032075
Pre-Application Conference	N/A	**Hearing Date**	PB: May 2, 2023 BOCC: June 19, 2023

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	STROUD ENGINEERING, PA	**Owner's Name:**	Rocky Point Properties, LLC & Farm & Garden, LLC
Applicant's Address:	102-D Cinema Dr.	**Owner's Address:**	332 Military Cutoff Road
City, State, & Zip	Wilmington, NC 28403	**City, State, & Zip**	Wilmington, NC 28405
Phone Number:	910-815-0775	**Phone Number:**	910-338-3585
Email Address:	jfentress@stroudengineer.com	**Email Address:**	corporate@tributecompanies.com

Legal relationship of applicant to landowner: ENGINEER

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	3234-29-6506-0000 = 35.25ac. RP 3234-38-5366-0000 = 57.20ac. RA	**Total property acreage:**	310.56 AC
Current Zoning District:	3234-24-6900-0000 = 208.64ac. RP 3234-53-1216-0000 = 9.47ac. RP	**Proposed Zoning District:**	310.56 AC
Project Address or Location:	HWY 210 / OFF HWY 210 & OFF 117 S. US HWY		

Proposed Uses to be Considered (Include NAICS Code):

SINGLE FAMILY

Proposed Uses to be Eliminated from Consideration (Include NAICS Code):

SECTION 3: SIGNATURES

Applicant's Signature		**Date:**	3/2/2023
Applicant's Name Printed	STROUD ENGINEERING, PA / James H. Fentress, Jr.	**Date:**	
Owner's Signature		**Date:**	03.02.2023
Owner's Name Printed	ROCKY POINT PROPERTIES, LLC / Mark Maynard	**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

Pender County
REZONE 2023-42 FLUMA: Request to amend the Future Land Use Map classification for two tracts of land totaling approximately 29.6 acres from Low Density Residential to Medium Density Residential in the Topsail Township

TO:	Board of County Commissioners
FROM:	Justin Brantley
DATE:	June 19, 2023
SUBJECT:	REZONE 2023-42 FLUMA: Request to amend the Future Land Use Map classification for two tracts of land totaling approximately 29.6 acres from Low Density Residential to Medium Density Residential in the Topsail Township

SUMMARY:
McAdams Homes, LLC, applicant and owner, is requesting the approval of a Future Land Use Map Amendment for two tracts of land totaling approximately 29.6 acres from Low Density Residential to Medium Density Residential. The subject properties are located north of County Club Drive approximately 850 feet southwest of Transfer Station Road in the Topsail Township and may be further identified by Pender County PINs 4203-35-3108-0000 and 4203-25-5746-0000.

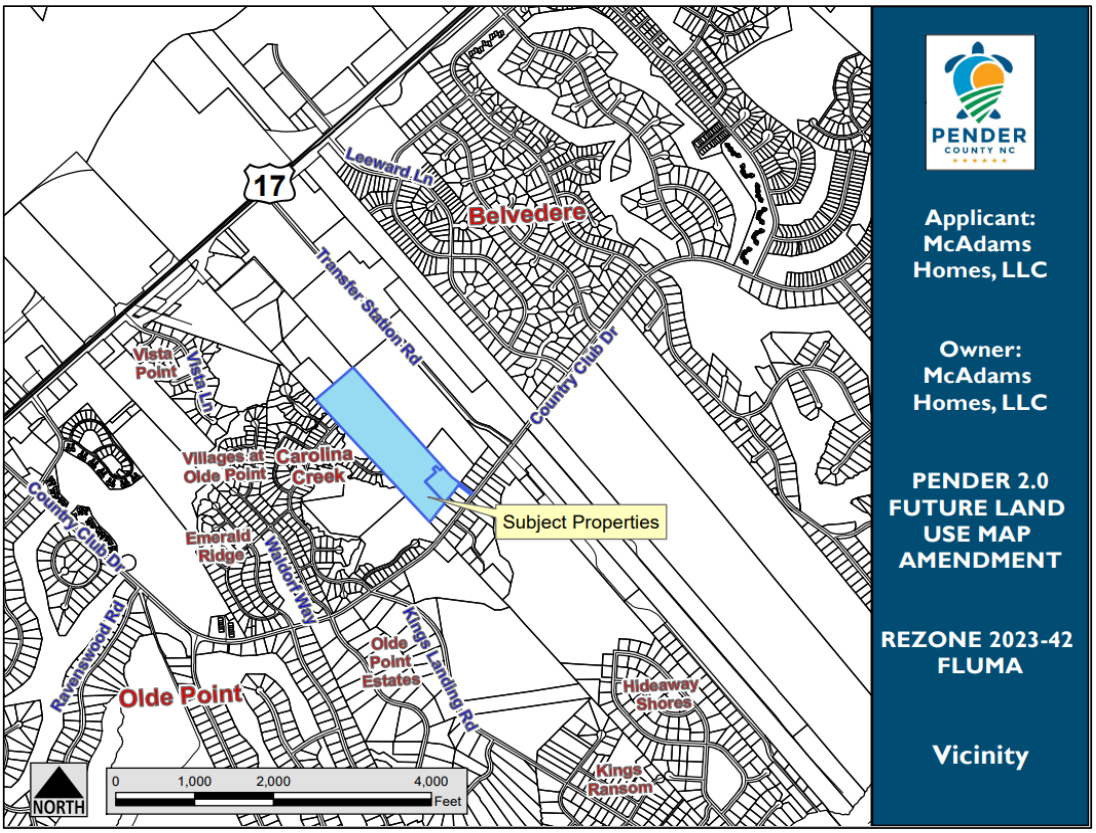
ACTION REQUESTED:
To hold a public hearing and consider the Future Land Use Map Amendment request.

ATTACHMENTS:
1. Staff Report
2. Application and Narrative

STAFF REPORT FOR REZONE 2023-42 FLUMA
FUTURE LAND USE MAP AMENDMENT APPLICATION

APPLICATION SUMMARY	
Case Number	REZONE 2023-42 FLUMA
Hearing Dates	March 7, 2023 Planning Board (Continued) May 2, 2023 Planning Board June 19, 2023 Board of Commissioners
Applicant	McAdams Homes, LLC
Property Owner(s)	McAdams Homes, LLC
Parcel Identification Number(s)	4203-25-5746-0000 & 4203-35-3108-0000
Acreage	29.64
Township	Topsail
Current Zoning District(s)	PD, Planned Development
Pender 2.0 Future Land Use Category	Low Density Residential
Requested Future Land Use Category	Medium Density Residential

FUTURE LAND USE MAP AMENDMENT PROPOSAL
McAdams Homes, LLC, applicant and owner, is requesting the approval of a Future Land Use Map Amendment for two tracts of land totaling approximately 29.6 acres from Low Density Residential designation to the Medium Density Residential designation.
LOCATION
The subject properties are located north of County Club Drive approximately 850 feet southwest of Transfer Staton Road in the Topsail Township and may be further identified by Pender County PINs 4203-35-3108-0000 and 4203-25-5746-0000.



FUTURE LAND USE MAP AMENDMENT PROPOSAL

The applicant is proposing to reclassify the underlying future land use map designation within the Pender 2.0 Comprehensive Land Use Plan for two tracts, under common ownership, totaling approximately 29.64 acres from the Low-Density Residential future land use designation to the Medium Density Residential designation. Pender County PIN 4203-25-5746-0000 totals approximately 27.07 acres and is within the PD, Planned Development Zoning District, PIN 4203-35-3108-0000 is approximately 2.57 acres and is also within the PD, Planned Development zoning district. See attached application package with narrative included as Attachment 1.

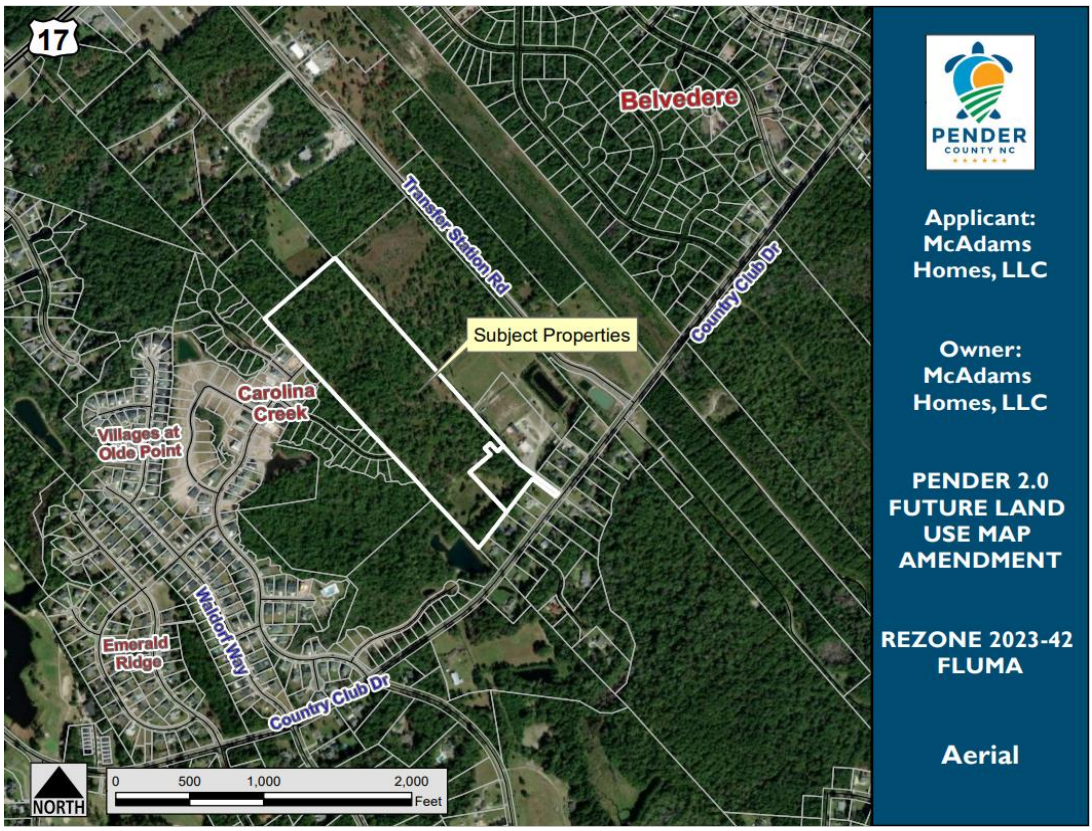
Because this is a proposal for a future land use map amendment, a conceptual plan is not included within the application. If approved, the subject properties could be developed based upon all uses that are permitted by right or by Special Use Permit in the PD, Planned Development zoning district consistent with the underlying future land use map designation. However, any future development of the site must comply with the standards of the PD, Planned Development 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 Planned Development District

The Planned Development District encourages progressive land planning and design concepts and is intended to provide an alternative to a conventional development. The PD Districts allows projects of innovative design and layout that may not otherwise be permitted under this Ordinance due to the strict application of zoning district or general development standards. The PD District shall not be used as a means of circumventing the County's adopted land development regulations. Maximum density is determined by the Future Land Use Classification within the adopted land use plan.

Dimensional Requirements

As this is a proposed amendment to the future land use map, dimensional requirements such as setbacks, lot sizes, and building heights in the PD zoning district are determined by the underlying future land use category and are established with the Planning Board's approval of a Master Development Plan.



Minimum Setback (Planned Development)	
Front	(1)
Side	(1)
Rear	(1)
Corner	(1)
Max. Height	(1)
Structure Separation	(1)

(1) Dimensional standards in the Planned Development (PD) and Residential Mixed (RM) Districts are required to be specified on a Master Development Plan.

Allowable Uses
Because this is a proposed amendment to the Future Land Use Map, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the PD, Planned Development zoning district consistent with the underlying Future Land Use Map designation. See descriptions below of existing and proposed future land use categories for allowable uses.

TRANSPORTATION INFRASTRUCTURE

Access
The subject properties have direct access to Country Club Drive. Development of the subject properties 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 Average Annual Daily Traffic (AADT) – 2020; WMPO Roadway Capacities – 2020

Road	Location	Volume	Planning Capacity	V/C
Country Club Drive	Between Kings Landing Rd and Transfer Station Rd	5,500	13,895	0.40

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 Country Club Drive. 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 request to amend the Future Land Use Map, so no specific impacts to the school system are known at this time. However, because the proposed Future Land Use Map amendment is from a Low-Density Residential to Medium Density Residential, an increased impact to school capacity is anticipated.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any 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)

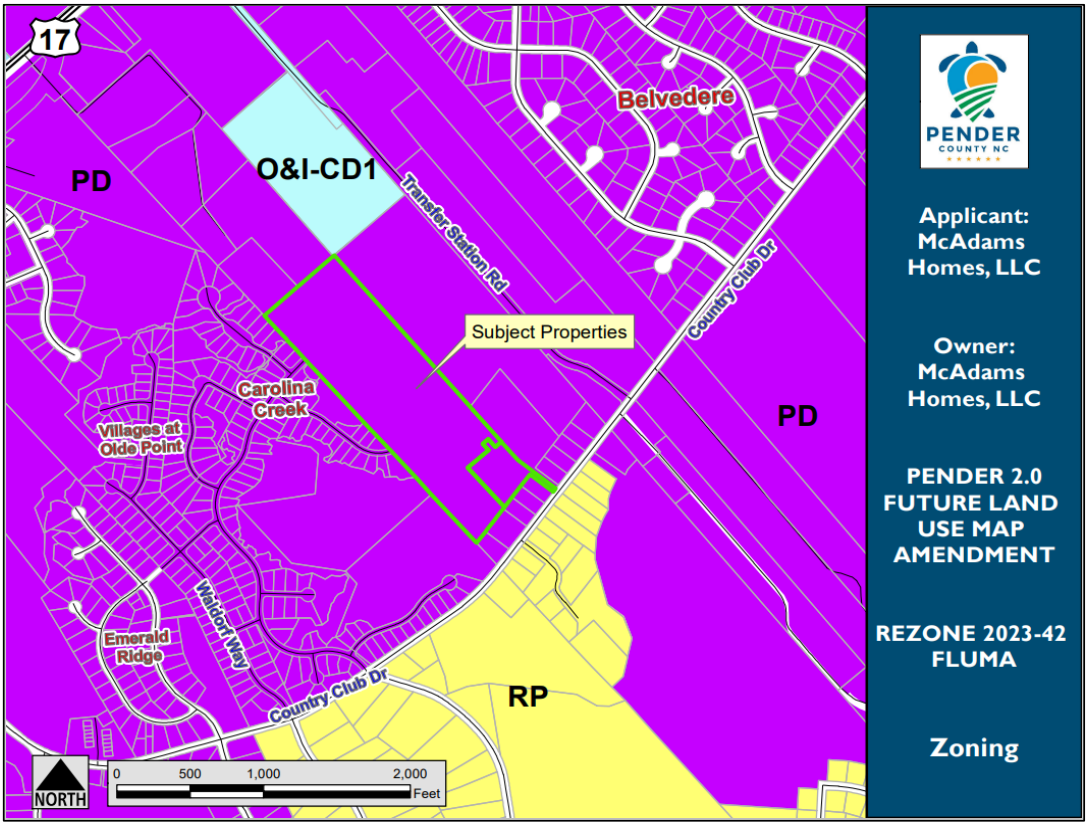
[2] According to the NC Division of Coastal Management (NC DCM)

[3] According to the National Wetlands Inventory (NWI)

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

EVALUATION

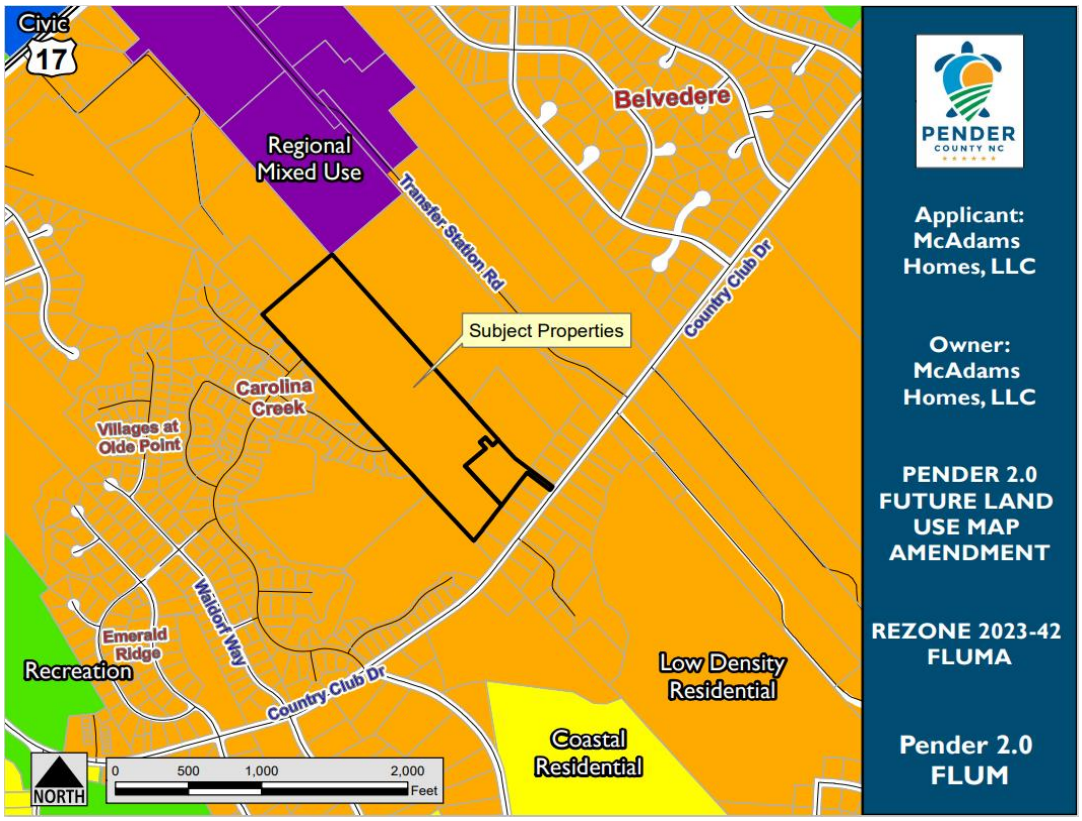
Below: Current Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential, Commercial	O&I-CD-1 (Office & Industrial Conditional Zoning District), Planned Development
East	Residential	RP, Residential Performance, PD, Planned Development
South	Residential	RP, Residential Performance, PD, Planned Development
West	Residential	PD, Planned Development

Surrounding Zoning
The subject properties are currently within the PD, Planned Development zoning district. Properties immediately adjacent to the subject properties are currently zoned PD, Planned Development and RP, Residential Performance, and O&I-CD-1, Office and Institutional Conditional District, as indicated by the table above.

Below: Current Future Land Use Map of Area



Existing Future Land Use Classification: Low Density Residential (LDR)

The Low Density Residential future land category is located on the fringe of medium density residential uses and within existing single-family neighborhoods. These areas are typically established single-family neighborhoods with a low density residential development pattern. Appropriate uses include single-family dwellings and neighborhood-scale institutional facilities. Commercial and industrial uses are inappropriate in these areas, as are large institutions and other significant traffic generators. Duplexes and 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 communities is encouraged.

Development density within this category is two dwelling units an acre or less. Water and sewer service may not be available in these areas.

LDR Desired Uses:
• Single-family residential uses – detached
• Duplexes and townhomes may be suitable when included as part of a master planned community
• Recreation, parks, and open space

LDR Inappropriate Uses:
• Non-residential development
• Single-family dwellings – attached
• Multi-family residential uses

LDR Transportation Infrastructure:
• Automobile: Collector (local, minor), and local roads
• Pedestrian: 5 foot sidewalks on one side
• Cyclist: bicycle lanes and multi-use paths

Proposed Future Land Use Classification: Medium Density Residential (MDR)

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.

MDR Desired Uses:
• Single-family dwellings – detached and duplex (up to two units per structure)
• Townhomes may be suitable when included as part of a master planned community
• Age appropriate retirement housing
• Recreation, parks, and open space

MDR Inappropriate Uses:
• Multi-family residential uses

• Commercial, office, and institutional development not integrated into a planned community
• Industrial development

MDR Transportation Infrastructure:
• Automobile: arterial, collector (major, local, minor), and local roads
• Pedestrian: 5 foot sidewalks and crosswalks at primary intersections
• Cyclist: bicycle lanes and multi-use paths

Supporting Pender 2.0 Comprehensive Land Use Plan Policies and Goals:

The proposed Future Land use Map Amendment was found to be consistent with the following policies and goals 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.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.
>
> **Goal 5.1.Z: Cluster Development Incentive:** The County supports the clustering of residential development within the residential future land use categories for the preservation of coastal natural resources, prime agricultural lands, or wildlife habitat areas.

Planning Staff Recommendation

The proposed Future Land Use Map Amendment was found to be consistent with the three policies and one goal of the Pender 2.0 Comprehensive Land Use Plan as shown above. Planning Staff recommends approval of the proposed change to the Pender 2.0 Comprehensive Land Use Plan's Future Land Use Map for the subject parcels from Low Density Residential to Medium Density Residential for several reasons.

The Pender 2.0 Comprehensive Land Use Plan provides that the Low Density Residential (LDR) category is appropriate where water and sewer may not be available. The area in question does have the availability of both water and sewer infrastructure which supports higher density

residential and commercial projects. The proposal is seeking an increase in residential density from 2 dwelling units an acre or less to 3-6 dwelling units per acre or less under the proposed designation. In addition, as detailed in this report, Country Club drive is at around 40% of the planned traffic capacity for this section and would be able to support an increase in traffic associated with this change in allowed density. And as discussed previously, a Traffic Impact Analysis may be required and would potentially require road improvements in the area.

Staff also supports this request because it has the potential to allow development within these two tracts to better conform with the existing development patterns in this area of Pender County. Lots in this area of the County range from .2 acres in size to around half an acre in size. It is Staff's conclusion that the proposed designation is compatible with the surrounding areas.

While the County is exploring options for the siting of new school facilities within the County, it is important to understand that Staff supports this request in terms of the long term growth of the County but certainly acknowledges capacity issues that the County is currently facing. While it is difficult to predict when the development of this site would move forward, it is clear that the developer would have to go through the Master Development Plan approval process which requires a public hearing and approval by the Pender County Planning Board. Once approved the developer would need to pursue the approval of a preliminary plat and final plat prior to the recordation of any lots. While difficult to predict, this process can often take a few years to complete.

In conclusion, Staff supports the requested change to the Future Land Use Plan as it has the potential to provide a broader variety of housing types in an area where infrastructure to support such development is available.

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 or future land use map amendment 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/Comprehensive LUP Map Amendment

The reviewing bodies (Planning Board and Board of Commissioners) shall consider the following matters in deciding a map amendment to the zoning map or future land use map, 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 Future Land Use Map Amendment is consistent with three policies and one goal within the Pender 2.0 Comprehensive Land Use Plan. Planning Staff respectfully recommends approval of the Future Land Use Map Amendment as detailed in this report.

At their May 2, 2023 meeting, the Pender County Planning Board voted (4-1) to recommend denial of the proposed amendment to the Pender 2.0 Comprehensive Land Use Plan, particularly the associated Future Land Use Map (FLUM). The Board found that although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and that the proposal does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because there is an increasing amount of density that can be better managed. It was also discussed at the initial March Planning Board meeting that a continuance to May of the hearing would allow for the submittal of a Conditional Rezoning application with a site-specific development plan, but this was not done by the applicant.

BOARD OF COUNTY COMMISSIONERS 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.D**
- **Policy 5.1.V**
- **Goal 5.1.Z**

The proposed Future Land Use Map Amendment is consistent with 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 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]…

PLANNING BOARD ACTION FOR FUTURE LAND USE MAP AMENDMENT

MOTION TO DENY	SECONDED
Gruntfest	Teachey

MOTION APPROVED	DENIED	UNANIMOUS
Yes	No	No

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
Yes	Abstained	Recused	Yes	Yes	No	Yes

Pender County
Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Future Land Use Plan Amendment Submission

Applications will be considered for review by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

1. X **Pre-submittal Meeting**
   Date of Meeting November 29, 2022
2. X **Signed Application**
3. X **Payment**
   $250
4. X **Requested Revision Boundary Map**
   Amendment must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing future land use designation and other requirements of this Ordinance. An illustration containing a metes and bounds description is required.
4. X **Narrative**
   A description and/or statement of the present and proposed land use classification and stating why the request is being made and any information that is pertinent to the case.
5. X **Digital Submission**
   For all documents submitted in paper copy, please bring a digital copy with paper submission
6. X **Adjacent Property List**
   A list of names and addresses, of the owners of all properties located within 500-feet of the perimeter of the project bounds as obtained from the county tax listings and tax abstract, of the property under consideration for project parcel.
7. X **Adjacent Property Envelopes**
   The applicant shall provide a set of business envelopes addressed to each person of the owners of all the properties located within 500-feet of the perimeter of the project bounds, accompanied with the amount of postage required for first class postage.

I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant _____ Date January 5, 2023

Printed Name McAdams Homes, LLC
Adam Sosne, Member

Staff Initials:	JB
Date:	1/25/23

Application for Future Land Use Amendment

THIS SECTION FOR OFFICE USE			
Application No.	CPMA REZONE 2023-42 FLUMA	**Date**	1/25/2023
Application Fee	$ $250.00	**Invoice Number:**	00031015
Pre-Application Conference	11/29/2022	**Hearing Date**	3/7/2023 (PB) & 4/17/2023 (BC)

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	McAdams Homes, LLC	**Owner's Name:**	McAdams Homes, LLC
Applicant's Address:	6626 Gordon Road, Unit C	**Owner's Address:**	6626 Gordon Road, Unit C
City, State, & Zip	Wilmington, NC 28411	**City, State, & Zip**	Wilmington, NC 28411
Phone Number:		**Phone Number:**	
Email Address:		**Email Address:**	
Legal relationship of applicant to landowner:			

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	4203-25-5746-0000 & 4203-35-3108-0000	**Total property acreage:**	4203-25-5746-0000 - 27.07 acres 4203-35-3108-0000 - 2.57 acres Total - 29.64 +/- acres
Current FLU Classification	LDR	**Proposed FLU Classification:**	MDR
Project Address:	Country Club Drive		
Description of Project Location:	Parcel 1: 2.57 acres Parcel 2: 27.07 acres		

SECTION 3: SIGNATURES			
Applicant's Signature		**Date:**	January 5, 2023
Applicant's Name Printed	McAdams **H**omes, LLC, Adam **S**osne, Member	**Date:**	January 5, 2023
Owner's Signature		**Date:**	January 5, 2023
Owner's Name Printed	McAdams **H**omes, LLC Adam **S**osne, Member	**Date:**	January 5, 2023

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the 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

Future Land Use 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. (total of 16 envelopes with stamps)
☒	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

☐	**Plan Amendment: $250**	**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:**

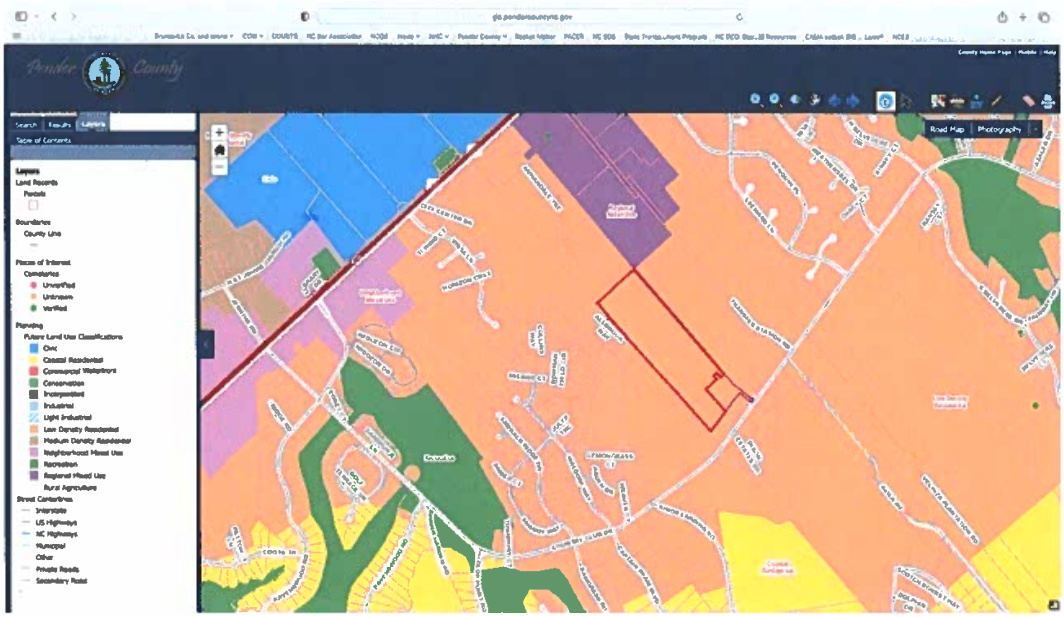
A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case.

The applicant, McAdams Homes, LLC is requesting a modification of the Future Land Use Map classification for parcels 4203-25-5746-0000 and 4203-35-3108-0000 from Low Density Residential (LDR) to Medium Density Residential (MDR) to allow for increased residential density from two units per acre to up to six units per acre which will also allow for a more creative land plan and diversity of housing types. The parcels are zoned Planned Development (PD).

The neighboring properties, while designated LDR, are currently permitted for over two units per acre as the approvals vested before the County Commissioners modified the five unit per acre density calculation in the PD zoning district. The text amendment was intended to allow for greater density in PD developments since the projects are required to receive approval of a Mater Development plan. However, the text amendment restricted the lower density residential categories even if the property is zoned PD.

The property is also located in close proximity to the north for an area designated as regional mixed-use parcel.

This modification will provide an area of transition between the higher density land use designations to the north on highway 17 to the lower density land use designations to the south closer to the coastal resources.



A. Whether the range of uses permitted by the proposed change would be appropriate to the area concerned (including not being detrimental to the natural environment, not adversely affecting the health or safety of residents or workers in the area, not being detrimental to the use or development of adjacent property, and not materially or adversely affecting the character of the general neighborhood);

The requested change from Low Density Residential (LDR) to Medium Density Residential (MDR) does not change the range of uses as both permit single family detached, single family attached and can permit duplexes and townhouses. LDR development density is two dwelling units per acre or less while MDR development density is three to six dwelling units per acre. MDR may allow neighborhood scale commercial but only as part of a planned community.

The requested change in density is not detrimental to the natural environment; does not adversely affect the health or safety of area residents; and is appropriate for this area since the requested modification only slightly increases the allowed density which is in conformity with neighboring residential project densities.

B. Whether adequate public facilities/services (i.e., water, wastewater, roads) 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;

Low Density Residential (LDR) is appropriate where water and sewer services may not be available. Both services are available on the property subject to this requested modification to Medium Density Residential (MDR). The project is accessed directly from Country Club Drive (SR-1565), a public right of way maintained by the North Carolina Department of Transportation. LDR and MDR are both appropriate Future Land Use Map designations based on the transportation infrastructure.

C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan and CAMA Land Use Plan or any other adopted land use document; and

The County's Comprehensive Land Use Plan calls for clustering of residential developments. This project and the proposed modification would cluster a residential project in an area with similar residential projects currently constructed or planned and permitted for construction.

The proposed modification from LDR to MDR is supported by many policies in the County's Comprehensive Plan with a few specific as follows:

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.

The area under review has the necessary infrastructure to support the request.

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.

The proposal will allow a range of housing types at an appropriate density consistent with the surrounding neighborhoods.

Goal 5.1.Z: Cluster Development Incentive: The County supports the clustering of residential development within the residential future land use categories for the preservation of coastal natural resources, prime agricultural lands, or wildlife habitat areas.

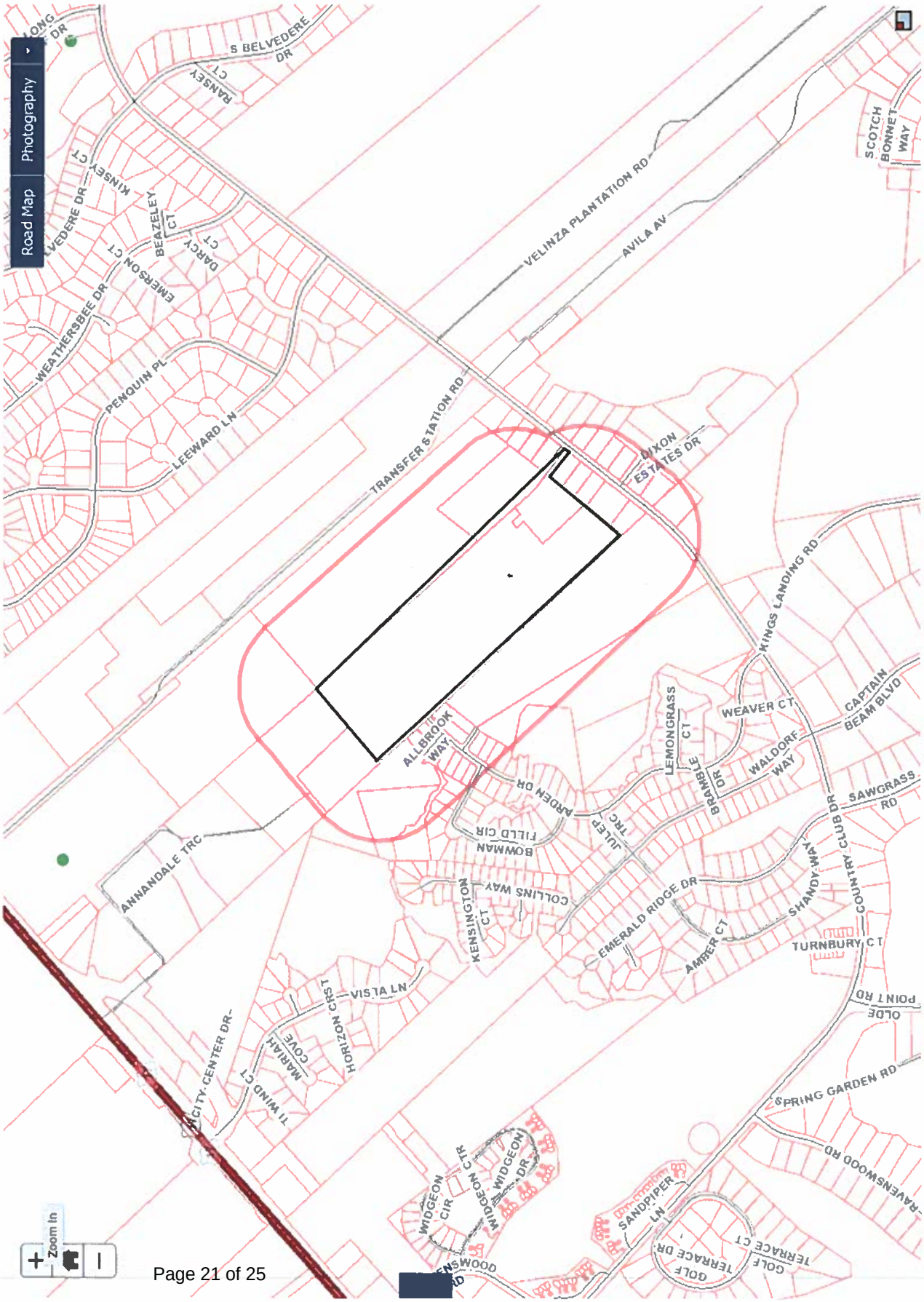
The request clusters residential development within the current appropriate future land use category of residential and does not request a change to the land use classification of any coastal or agricultural lands.

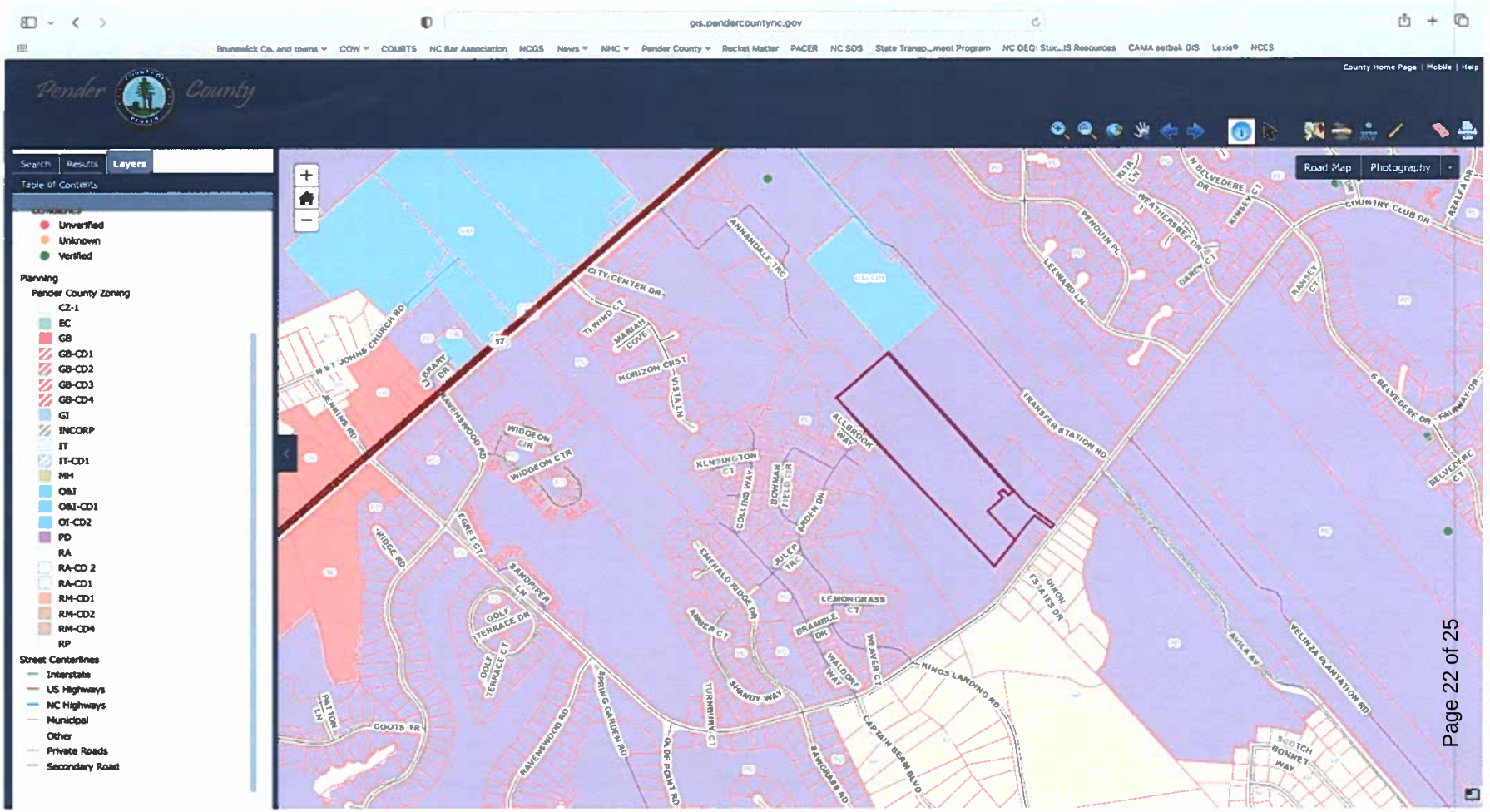
D. Whether the proposed amendment is reasonable as it relates to the public interest.

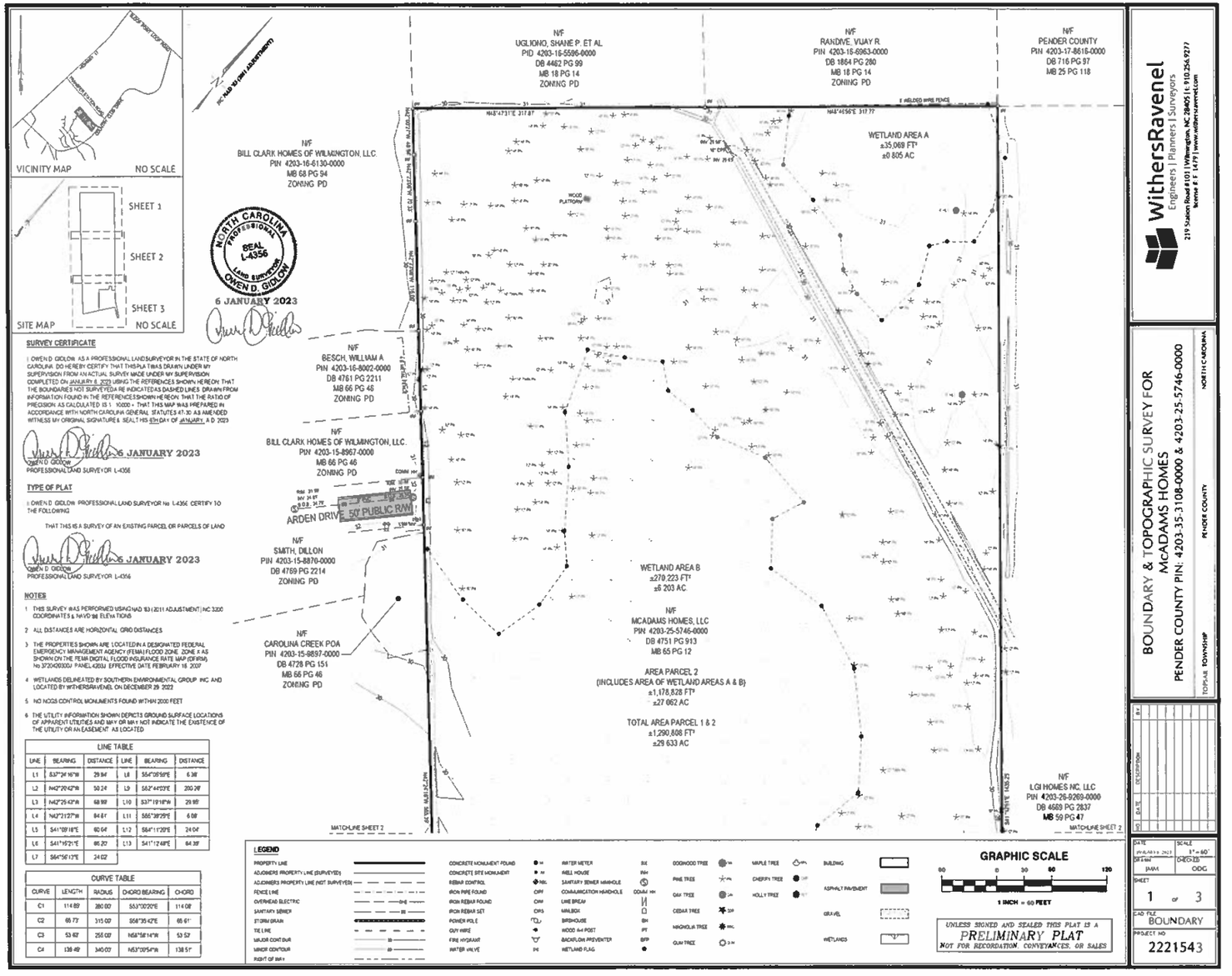
The requested modification is reasonable and in the public interest as the density is compatible with surrounding neighborhoods and current infrastructure exists to support the residential neighborhood and slight density increase. The proposal would allow for a greater range of housing types and assist with the County's need to meet residential housing demands in an appropriate location which is accessed from an NCDOT maintained right of way but in an area clustered with other residential neighborhoods.

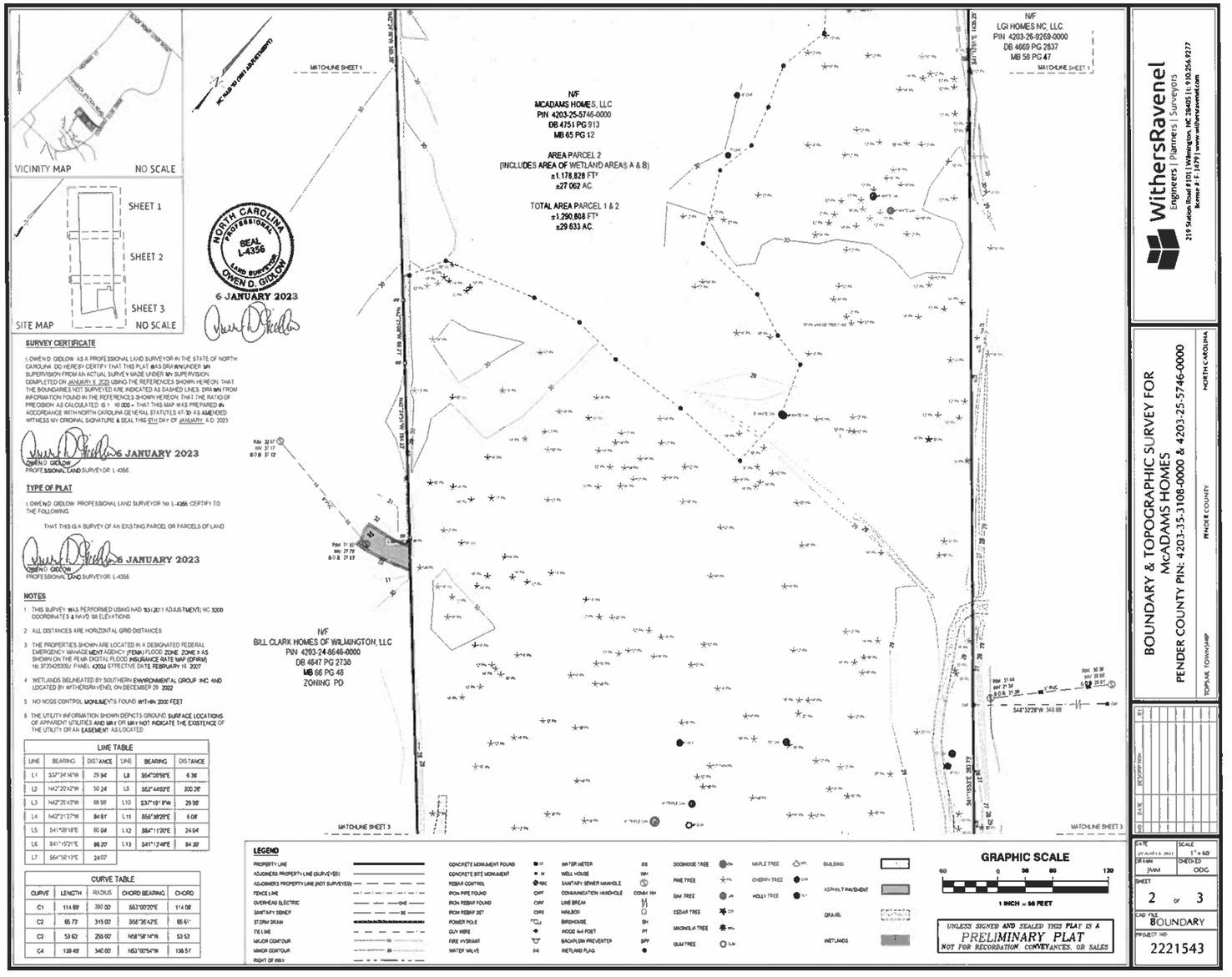
Adjacents List

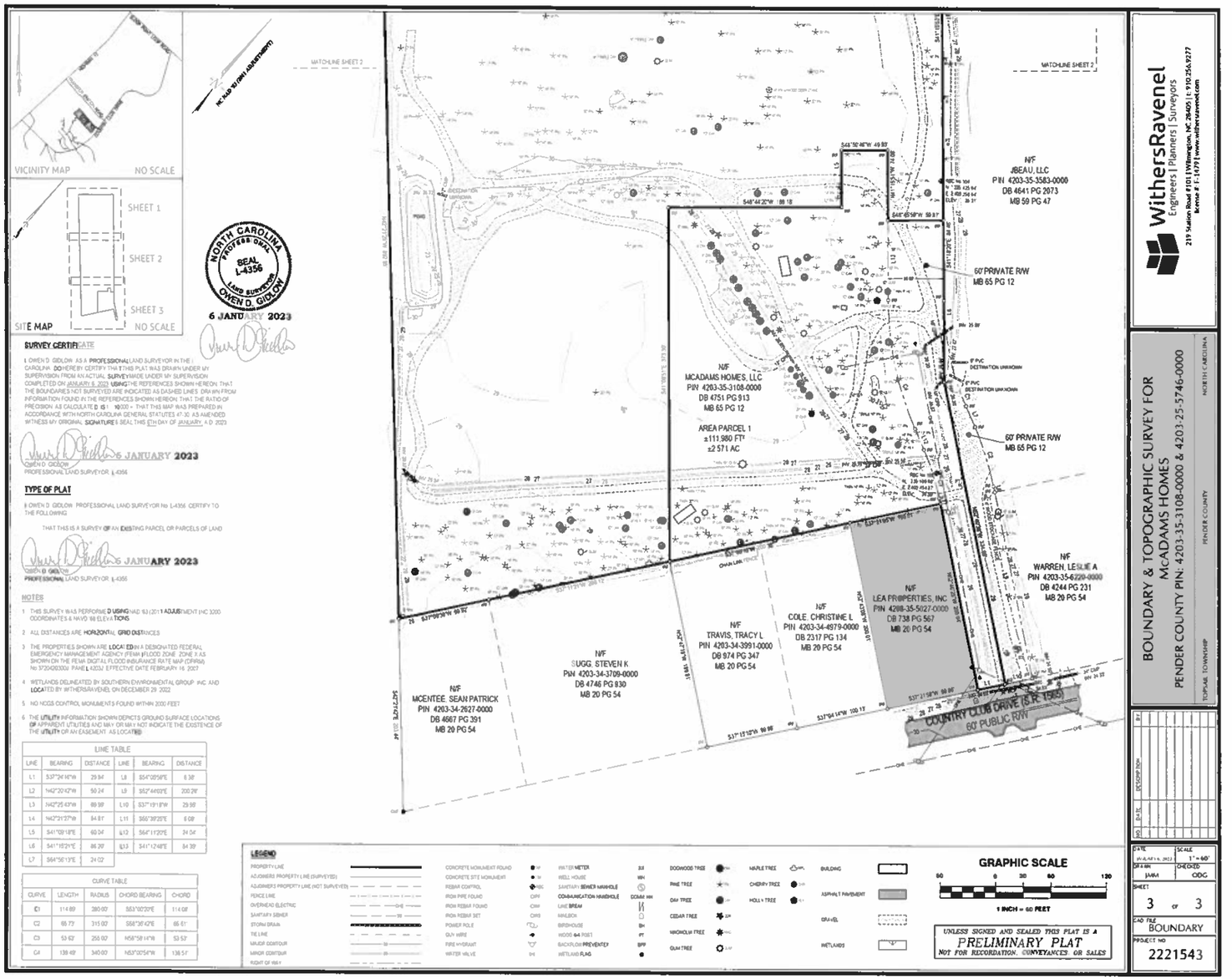
PIN	NAME	ADDR	CITY	STATE	ZIP	PROPERTY_ADDRESS
4203-17-8616-0000	PENDER COUNTY	805 S WALKER ST	BURGAW	NC	28425	248 TRANSFER STATION RD
4203-15-6724-0000	COX LISA ANN	517 ARDEN DR	HAMPSTEAD	NC	28443	517 ARDEN DR
4203-15-5699-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	507 ARDEN DR
4203-35-8576-0000	PENNINGTON BRUCE EDWARD	142 HIGH TIDE DR	WILMINGTON	NC	28411	1585 COUNTRY CLUB DR
4203-34-2627-0000	MCENTEE SEAN PATRICK	709 BROWN PELICAN LN	HAMPSTEAD	NC	28443	1379 COUNTRY CLUB DR
4203-15-7693-0000	ZAYCER DAVID	516 ARDEN DR	HAMPSTEAD	NC	28443	516 ARDEN DR
4203-16-8002-0000	BESCH WILLIAM A	28 ALLBROOK WAY	HAMPSTEAD	NC	28443	28 ARDEN DR
4203-34-4567-0000	HOWARD ANDREW C	1396 COUNTRY CLUB DRIVE	HAMPSTEAD	NC	28443	1396 COUNTRY CLUB DR
4203-15-2662-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	ARDEN DR
4203-15-6961-0000	CAROLINA CREEK PROPERTY OWNERS ASSOCIATI	127 RACINE DR STE 201	WILMINGTON	NC	28403	ARDEN DR
4203-34-3496-0000	KING DONNA KNOWLES	PO BOX 42	HAMPSTEAD	NC	28443	1344 COUNTRY CLUB DR
4203-35-7336-0000	REID WARREN R	1541 COUNTRY CLUB DRIVE	HAMPSTEAD	NC	28443	1541 COUNTRY CLUB DR
4203-16-5596-0000	UGLIONO SHANE P ET AL	458 ANNANDALE TRACE	HAMPSTEAD	NC	28443	
4203-34-7944-0000	GRAHAM SHARON L ET AL	8601 HAMMOCK DUNES DR	WILMINGTON	NC	28411	1482 COUNTRY CLUB DR
4203-15-2727-0000	CAROLINA CREEK PROPERTY OWNERS ASSOCIATI	127 RACINE DR STE 201	WILMINGTON	NC	28403	BOWMAN FIELD CIR
4203-15-4833-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	189 BOWMAN FIELD CIR
4203-34-3709-0000	SUGG STEVEN K	119 DOWNY DR	HAMPSTEAD	NC	28443	1381 COUNTRY CLUB DR
4203-35-8099-0000	KNOTT NANCY PARHAM	1522 COUNTRY CLUB DRIVE	HAMPSTEAD	NC	28443	1522 COUNTRY CLUB DR
4203-16-6130-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	ARDEN DR
4203-15-9897-0000	CAROLINA CREEK PROPERTY OWNERS ASSOCIATI	127 RACINE DR STE 201	WILMINGTON	NC	28403	ARDEN DR
4203-24-1845-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	COUNTRY CLUB DR
4203-35-3108-0000	MCADAMS HOMES LLC	6626 GORDON ROAD UNIT C	WILMINGTON	NC	28411	COUNTRY CLUB DR
4203-15-6860-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	529 ARDEN DR
4203-15-5729-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	207 BOWMAN FIELD CIR
4203-34-3002-0000	PIVER RUPPERT L	1256 COUNTRY CLUB DR	HAMPSTEAD	NC	28443	1256 COUNTRY CLUB DR
4203-35-6220-0000	WARREN LESLIE A	1509 COUNTRY CLUB RD	HAMPSTEAD	NC	28443	1509 COUNTRY CLUB DR
4203-25-5746-0000	MCADAMS HOMES LLC	6626 GORDON ROAD UNIT C	WILMINGTON	NC	28411	COUNTRY CLUB RD
4203-15-8870-0000	SMITH DILLON	11 COBURN DR	HAMPSTEAD	NC	28443	11 COBURN CT
4203-34-4979-0000	COLE CHRISTINE L	1459 COUNTRY CLUB DR	HAMPSTEAD	NC	28443	1459 COUNTRY CLUB DR
4203-16-2016-0000	CAROLINA CREEK PROPERTY OWNERS ASSOCIATI	127 RACINE DR STE 201	WILMINGTON	NC	28403	BOWMAN FIELD CIR
4203-15-3867-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	175 BOWMAN FIELD CIR
4203-15-7522-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	492 ARDEN DR
4203-35-3583-0000	JBEAU LLC	PO BOX 538	HAMPSTEAD	NC	28443	1497 COUNTRY CLUB DR
4203-34-3302-0000	MOSHER GREGORY E	1276 COUNTRY CLUB DR	HAMPSTEAD	NC	28443	1276 COUNTRY CLUB DR
4203-35-6288-0000	CZAPP KYLE C	1521 COUNTRY CLUB DR	HAMPSTEAD	NC	28443	1521 COUNTRY CLUB DR
4203-26-9269-0000	LGI HOMES NC LLC	1450 LAKE ROBBINS DR STE 430	THE WOODLANDS	TX	77380	
4203-15-8967-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	14 ALLBROOK WAY
4203-16-2892-0000	UGLIONO SHANE P ET AL	458 ANNANDALE TRACE	HAMPSTEAD	NC	28443	458 ANNANDALE TRACE
4203-34-6718-0000	MCCASKILL ANGUS G	1446 COUNTRY CLUB DR	HAMPSTEAD	NC	28443	1446 COUNTRY CLUB DR
4203-15-5640-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	483 ARDEN DR
4203-35-8404-0000	KELLY REBECCA H	C/O REBECCA ROBINSON	KINGS MOUNTAIN	NC	28086	
4203-15-7849-0000	SALYER NICHOLAS ADAM	549 ARDEN DR	HAMPSTEAD	NC	28443	549 ARDEN DR
4203-34-7289-0000	DIXON CHARLES L	1412 COUNTRY CLUB DR	HAMPSTEAD	NC	28443	DIXON ESTATES DR
4203-15-6894-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	539 ARDEN DR
4203-34-8986-0000	TODD BRENDA CURTIN	1498 COUNTRY CLUB DR	HAMPSTEAD	NC	28443	1498 COUNTRY CLUB DR
4203-15-8107-0000	CAROLINA CREEK PROPERTY OWNERS ASSOCIATI	127 RACINE DR STE 201	WILMINGTON	NC	28403	ARDEN DR
4203-24-8646-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	COUNTRY CLUB DR
4203-34-5760-0000	SMITHWICK GARY L	1424 COUNTRY CLUB DRIVE	HAMPSTEAD	NC	28443	1424 COUNTRY CLUB DR
4203-34-7622-0000	DIXON RODNEY H	901 NUTT STREET APT 524	WILMINGTON	NC	28401	DIXON ESTATES DR
4203-15-7557-0000	CHAMPION BRADLEY F	506 ARDEN DRIVE	HAMPSTEAD	NC	28443	506 ARDEN DR
4203-15-6486-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	ARDEN DR
4203-35-5027-0000	LEA PROPERTIES INC	PO BOX 130	HAMPSTEAD	NC	28443	
4203-15-2972-0000	BILL CLARK HOMES OF WILMINGTON LLC	127 RACINE DR SUITE 201	WILMINGTON	NC	28403	167 BOWMAN FIELD CIR
4203-34-3991-0000	TRAVIS TRACY L	1437 COUNTRY CLUB DR	HAMPSTEAD	NC	28443	1437 COUNTRY CLUB DR
4203-16-6963-0000	RANDIVE VIJAY R	PO BOX 10700	WILMINGTON	NC	28404	465 ANNANDALE TRACE
4203-15-9735-0000	SNIVELY VICTORIA	27 COBURN COURT	HAMPSTEAD	NC	28443	ARDEN DR
4203-34-6878-0000	DELFS CAROLYN B	1462 COUNTRY CLUB DRIVE	HAMPSTEAD	NC	28443	1462 COUNTRY CLUB DR


Road Map
Photography
S BELVEDERE DR
RANSEY CT
KINSEY CT
BEAZELEY CT
DARCY CT
EMERSON CT
WEATHERSBEE DR
PENQUIN PL
LEEWARD LN
VELINZA PLANTATION RD
AVILA AV
SCOTCH BONNET WAY
TRANSFER STATION RD
DIXON ESTATES DR
KINGS LANDING RD
CAPTAIN BEAM BLVD
WEAVER CT
WALDORF WAY
BRAMBLE DR
LEMONGRASS CT
ALLBROOK WAY
PRDEM DR
BOWMAN FIELD CIR
JULEP TRC
SAWGRASS RD
COUNTRY CLUB DR
SHANDY WAY
TURNBURY CT
EMERALD RIDGE DR
AMBER CT
COLLINS WAY
KENSINGTON CT
ANNANDALE TRC
VISTA LN
HORIZON CRST
MARIAH COVE
TI WIND CT
CITY CENTER DR
OLDE POINT RD
SPRING GARDEN RD
RAVENSWOOD RD
SANDPIPER LN
GOLF TERRACE DR
GOLF TERRACE CT
WIDGEON DR
WIDGEON CTR
WIDGEON CIR
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Other
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Secondary Road
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CITY CENTER DR
ANNANDALE TRC
TI WIND CT
MARIAH COVE
HORIZON CRST
VISTA LN
ST JOHNS CHURCH RD
LIBRARY DR
JENNINGS RD
RAVENSWOOD RD
WIDGEON CIR
WIDGEON CTR
KENSINGTON CT
COLLINS WAY
BOWMAN FIELD CIR
ARDEN DR
ALLERDON WAY
TRANSFER STATION RD
EGRET CT
RIDGE RD
SANDPIPER LN
GOLF TERRACE DR
GOLF TERRACE CT
EMERALD RIDGE DR
AMBER CT
RILEY TRC
LEMONGRASS CT
BRAMBLE DR
WALDORF WAY
WEAVER CT
SHANDY WAY
TURNBERRY CT
SPRING GARDEN RD
OLD POINT RD
RAVENWOOD RD
SAWGRASS RD
CAPTAIN BEAM BLVD
RINGS LANDING RD
WELINZA PLANTATION RD
AVILA AV
DIXON ESTATES DR
SCOTCH BONNET WAY
COOTS TR
PELTON LN
COUNTRY CLUB DR
N BELVEDERE DR
N BELVEDERE CT
PENGUIN PL
LEEWARD LN
WEATHERSBEE DR
KIMBERLY CT
DANCY CT
RITA LN
AZALEA DR
RAMSEY CT
S BELVEDERE DR
FAIRWAY DR
BELVEDERE CT


VICINITY MAP
NO SCALE
SHEET 1
SHEET 2
SHEET 3
SITE MAP
NO SCALE
N/F
UGLIONO, SHANE P. ET AL
PID 4203-15-5596-0000
DB 4462 PG 99
MB 18 PG 14
ZONING PD
N/F
RANDIVE, VIJAY R.
PIN 4203-17-6963-0000
DB 1864 PG 280
MB 18 PG 14
ZONING PD
N/F
PENDER COUNTY
PIN 4203-17-8618-0000
DB 716 PG 97
MB 25 PG 118
N/F
BILL CLARK HOMES OF WILMINGTON, LLC
PIN 4203-16-6130-0000
MB 68 PG 94
ZONING PD
WETLAND AREA A
±35,069 FT²
±0 805 AC
N/F
BESCH, WILLIAM A
PIN 4203-16-8002-0000
DB 4761 PG 2211
MB 66 PG 46
ZONING PD
N/F
BILL CLARK HOMES OF WILMINGTON, LLC.
PIN 4203-15-8967-0000
MB 66 PG 46
ZONING PD
ARDEN DRIVE
50' PUBLIC R/W
N/F
SMITH, DILLON
PIN 4203-15-8870-0000
DB 4769 PG 2214
ZONING PD
WETLAND AREA B
±270 223 FT²
±6 203 AC
N/F
MCADAMS HOMES, LLC
PIN 4203-25-5746-0000
DB 4751 PG 913
MB 65 PG 12
AREA PARCEL 2
(INCLUDES AREA OF WETLAND AREAS A & B)
±1,178,828 FT²
±27 062 AC
TOTAL AREA PARCEL 1 & 2
±1,290,608 FT²
±29 633 AC
N/F
CAROLINA CREEK POA
PIN 4203-15-8897-0000
DB 4728 PG 151
MB 66 PG 46
ZONING PD
N/F
LGI HOMES NC, LLC
PIN 4203-26-9269-0000
DB 4689 PG 2837
MB 59 PG 47
MATCHLINE SHEET 2
MATCHLINE SHEET 2
NORTH CAROLINA PROFESSIONAL SEAL L-4356 LAND SURVEYOR OWEN D. GIDLOW
6 JANUARY 2023
SURVEY CERTIFICATE
I OWEN D GIDLOW AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION COMPLETED ON JANUARY 6, 2023 USING THE REFERENCES SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DASHED LINES; DRAWN FROM INFORMATION FOUND IN THE REFERENCES SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 10000 +; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH NORTH CAROLINA GENERAL STATUTES 47-30 AS AMENDED WITNESS MY ORIGINAL SIGNATURE & SEAL THIS 6TH DAY OF JANUARY, A D 2023
6 JANUARY 2023
OWEN D GIDLOW
PROFESSIONAL LAND SURVEYOR L-4356
TYPE OF PLAT
I OWEN D GIDLOW PROFESSIONAL LAND SURVEYOR No L-4356 CERTIFY TO THE FOLLOWING
THAT THIS IS A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND
6 JANUARY 2023
OWEN D GIDLOW
PROFESSIONAL LAND SURVEYOR L-4356
NOTES
1 THIS SURVEY WAS PERFORMED USING NAD 83 (2011 ADJUSTMENT) NC 3200 COORDINATES & NAVD 88 ELEVATIONS
2 ALL DISTANCES ARE HORIZONTAL GRID DISTANCES
3 THE PROPERTIES SHOWN ARE LOCATED IN A DESIGNATED FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD ZONE ZONE X AS SHOWN ON THE FEMA DIGITAL FLOOD INSURANCE RATE MAP (DFIRM) No 3720400300J PANEL 4203J EFFECTIVE DATE FEBRUARY 16 2007
4 WETLANDS DELINEATED BY SOUTHERN ENVIRONMENTAL GROUP INC AND LOCATED BY WITHERSRAVENEL ON DECEMBER 29 2022
5 NO NGS CONTROL MONUMENTS FOUND WITHIN 2000 FEET
6 THE UTILITY INFORMATION SHOWN DEPICTS GROUND SURFACE LOCATIONS OF APPARENT UTILITIES AND MAY OR MAY NOT INDICATE THE EXISTENCE OF THE UTILITY OR AN EASEMENT AS LOCATED
LINE TABLE
LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE
L1 | S37°24'16"W | 29 84' | L8 | S54°05'59"E | 6 38'
L2 | N42°20'42"W | 50 24' | L9 | S62°44'03"E | 200 26'
L3 | N42°25'43"W | 68 99' | L10 | S37°19'18"W | 29 95'
L4 | N40°21'27"W | 84 81' | L11 | S65°39'29"E | 6 08'
L5 | S41°09'18"E | 60 64' | L12 | S64°11'29"E | 24 04'
L6 | S41°45'21"E | 66 20' | L13 | S41°12'48"E | 64 39'
L7 | S64°56'17"E | 24 02'
CURVE TABLE
CURVE | LENGTH | RADIUS | CHORD BEARING | CHORD
C1 | 114 89' | 280 00' | S53°00'20"E | 114 08'
C2 | 66 77' | 315 00' | S58°35'42"E | 66 61'
C3 | 53 62' | 255 00' | N58°58'14"W | 53 53'
C4 | 139 49' | 340 00' | N53°39'54"W | 138 51'
LEGEND
PROPERTY LINE
ADJOINERS PROPERTY LINE (SURVEYED)
ADJOINERS PROPERTY LINE (NOT SURVEYED)
FENCE LINE
OVERHEAD ELECTRIC
SANITARY SEWER
STORM DRAIN
TIE LINE
MAJOR CONTOUR
MINOR CONTOUR
RIGHT OF WAY
CONCRETE MONUMENT FOUND
CONCRETE SITE MONUMENT
REBAR CONTROL
IRON PIPE FOUND
IRON REBAR FOUND
IRON REBAR SET
POWER POLE
GUY WIRE
FIRE HYDRANT
WATER VALVE
WATER METER
WELL HOUSE
SANITARY SEWER MANHOLE
COMMUNICATION MANHOLE
LINE BREAK
MAILBOX
BIRDHOUSE
WOOD 4x4 POST
BACKFLOW PREVENTER
WETLAND FLAG
DOGWOOD TREE
PINE TREE
OAK TREE
CEDAR TREE
MAGNOLIA TREE
GUM TREE
MAPLE TREE
CHERRY TREE
HOLLY TREE
BUILDING
ASPHALT PAVEMENT
GRAVEL
WETLANDS
GRAPHIC SCALE
60 0 30 60 120
1 INCH = 60 FEET
UNLESS SIGNED AND SEALED THIS PLAT IS A
PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES, OR SALES
WithersRavenel
Engineers | Planners | Surveyors
219 Station Road #101 | Wilmington, NC 28405 | t: 910.256.9277
license # C-1439 | www.withersravenel.com
BOUNDARY & TOPOGRAPHIC SURVEY FOR
McADAMS HOMES
PENDER COUNTY PIN: 4203-35-3108-0000 & 4203-25-5746-0000
TOPSAIL TOWNSHIP
PENDER COUNTY
NORTH CAROLINA
NO. DATE DESCRIPTION BY
DATE 01-06-2023
SCALE 1" = 60'
DRAWN BY JMM
CHECKED ODG
SHEET 1 OF 3
CAD FILE BOUNDARY
PROJECT NO 2221543


VICINITY MAP
NO SCALE
SHEET 1
SHEET 2
SHEET 3
SITE MAP
NO SCALE
NORTH CAROLINA PROFESSIONAL SEAL L-4356 LAND SURVEYOR OWEN D. GIDLOW
6 JANUARY 2023
SURVEY CERTIFICATE
I, OWEN D. GIDLOW, AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; COMPLETED ON JANUARY 6, 2023; USING THE REFERENCES SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DASHED LINES; DRAWN FROM INFORMATION FOUND IN THE REFERENCES SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 10 000+; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH NORTH CAROLINA GENERAL STATUTES 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE & SEAL THIS 6TH DAY OF JANUARY, A.D. 2023
6 JANUARY 2023
OWEN D. GIDLOW
PROFESSIONAL LAND SURVEYOR L-4356
TYPE OF PLAT
I, OWEN D. GIDLOW, PROFESSIONAL LAND SURVEYOR NO. L-4356, CERTIFY TO THE FOLLOWING
THAT THIS IS A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND
6 JANUARY 2023
OWEN D. GIDLOW
PROFESSIONAL LAND SURVEYOR L-4356
NOTES
1. THIS SURVEY WAS PERFORMED USING NAD 83 (2011 ADJUSTMENT) NC 3200 COORDINATES & NAVD 88 ELEVATIONS
2. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES
3. THE PROPERTIES SHOWN ARE LOCATED IN A DESIGNATED FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD ZONE "ZONE X" AS SHOWN ON THE FEMA DIGITAL FLOOD INSURANCE RATE MAP (DFIRM), NO. 3720400300J, PANEL 4203J, EFFECTIVE DATE FEBRUARY 16, 2007
4. WETLANDS DELINEATED BY SOUTHERN ENVIRONMENTAL GROUP, INC. AND LOCATED BY WITHERSRAVENEL ON DECEMBER 29, 2022
5. NO NCGS CONTROL MONUMENTS FOUND WITHIN 2000 FEET
6. THE UTILITY INFORMATION SHOWN DEPICTS GROUND SURFACE LOCATIONS OF APPARENT UTILITIES AND MAY OR MAY NOT INDICATE THE EXISTENCE OF THE UTILITY OR AN EASEMENT AS LOCATED
LINE TABLE
LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE
L1 | S37°24'16"W | 29.94 | L8 | S64°09'59"E | 6.36
L2 | N42°20'42"W | 50.24 | L9 | S63°44'03"E | 200.26
L3 | N42°25'43"W | 69.99 | L10 | S37°19'19"W | 29.98
L4 | N42°21'27"W | 84.81 | L11 | S55°38'28"E | 6.08
L5 | S41°09'18"E | 60.04 | L12 | S64°11'20"E | 24.04
L6 | S41°15'21"E | 86.20 | L13 | S41°12'48"E | 84.39
L7 | S64°56'13"E | 24.07
CURVE TABLE
CURVE | LENGTH | RADIUS | CHORD BEARING | CHORD
C1 | 114.89 | 280.00 | S53°00'20"E | 114.08
C2 | 85.73 | 315.00 | S56°35'42"E | 85.51
C3 | 53.62 | 256.00 | N58°58'14"W | 53.52
C4 | 139.48 | 340.00 | N53°00'54"W | 138.51
MATCHLINE SHEET 1
MATCHLINE SHEET 3
N/F
MCADAMS HOMES, LLC
PIN 4203-25-5746-0000
DB 4751 PG 913
MB 65 PG 12
AREA PARCEL 2
(INCLUDES AREA OF WETLAND AREA(S) A & B)
±1,178,828 FT²
±27.062 AC.
TOTAL AREA PARCEL 1 & 2
±1,290,808 FT²
±29.633 AC.
N/F
LGI HOMES NC, LLC
PIN 4203-26-9269-0000
DB 4669 PG 2837
MB 59 PG 47
N/F
BILL CLARK HOMES OF WILMINGTON, LLC
PIN 4203-24-8646-0000
DB 4647 PG 2730
MB 66 PG 48
ZONING PD
LEGEND
PROPERTY LINE
ADJOINERS PROPERTY LINE (SURVEYED)
ADJOINERS PROPERTY LINE (NOT SURVEYED)
FENCE LINE
OVERHEAD ELECTRIC
SANITARY SEWER
STORM DRAIN
TIE LINE
MAJOR CONTOUR
MINOR CONTOUR
RIGHT OF WAY
CONCRETE MONUMENT FOUND
CONCRETE SITE MONUMENT
REBAR CONTROL
IRON PIPE FOUND
IRON REBAR FOUND
IRON REBAR SET
POWER POLE
GUY WIRE
FIRE HYDRANT
WATER VALVE
WATER METER
WELL HOUSE
SANITARY SEWER MANHOLE
COMMUNICATION HANDHOLE
LINE BREAK
MAILBOX
BIRDHOUSE
WOOD 4x4 POST
BACKFLOW PREVENTER
WETLAND FLAG
DOGWOOD TREE
PINE TREE
BAY TREE
CEDAR TREE
MAGNOLIA TREE
GUM TREE
MAPLE TREE
CHERRY TREE
HOLLY TREE
BUILDING
ASPHALT PAVEMENT
GRAVEL
WETLANDS
GRAPHIC SCALE
60 0 30 60 120
1 INCH = 60 FEET
UNLESS SIGNED AND SEALED THIS PLAT IS A
PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES, OR SALES
WithersRavenel
Engineers | Planners | Surveyors
219 Station Road #101 | Wilmington, NC 28405 | t: 910.256.9277
license # P-1 | 1979 | www.withersravenel.com
BOUNDARY & TOPOGRAPHIC SURVEY FOR
McADAMS HOMES
PENDER COUNTY PIN: 4203-35-3108-0000 & 4203-25-5746-0000
TOPSAIL TOWNSHIP
PENDER COUNTY
NORTH CAROLINA
NO. | DESCRIPTION | DATE
DATE: JANUARY 6, 2023
SCALE: 1" = 60'
DRAWN BY: JMM
CHECKED BY: ODG
SHEET 2 OF 3
CAD FILE: BOUNDARY
PROJECT NO: 2221543


VICINITY MAP
NO SCALE
SHEET 1
SHEET 2
SHEET 3
SITE MAP
NO SCALE
NORTH CAROLINA PROFESSIONAL SEAL L-4356 LAND SURVEYOR OWEN D. GIDLOW
6 JANUARY 2023
SURVEY CERTIFICATE
TYPE OF PLAT
NOTES
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2 ALL DISTANCES ARE HORIZONTAL GRID DISTANCES
3 THE PROPERTIES SHOWN ARE LOCATED IN A DESIGNATED FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD ZONE "ZONE X" AS SHOWN ON THE FEMA DIGITAL FLOOD INSURANCE RATE MAP (DFIRM) No 3720400300J PANEL 4203J EFFECTIVE DATE FEBRUARY 16 2007
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6 THE UTILITY INFORMATION SHOWN DEPICTS GROUND SURFACE LOCATIONS OF APPARENT UTILITIES AND MAY OR MAY NOT INDICATE THE EXISTENCE OF THE UTILITY OR AN EASEMENT AS LOCATED
LINE TABLE
CURVE TABLE
MATCHLINE SHEET 2
N/F JBEAU, LLC PIN 4203-35-3583-0000 DB 4641 PG 2073 MB 59 PG 47
60' PRIVATE R/W MB 65 PG 12
N/F MCADAMS HOMES, LLC PIN 4203-35-3108-0000 DB 4751 PG 913 MB 65 PG 12
AREA PARCEL 1 ±111,980 FT² ±2.571 AC
N/F WARREN, LESLIE A PIN 4203-35-6220-0000 DB 4244 PG 231 MB 20 PG 54
N/F LEA PROPERTIES, INC PIN 4288-35-5027-0000 DB 738 PG 567 MB 20 PG 54
N/F COLE, CHRISTINE L PIN 4203-34-4979-0000 DB 2317 PG 134 MB 20 PG 54
N/F TRAVIS, TRACY L PIN 4203-34-3991-0000 DB 974 PG 347 MB 20 PG 54
N/F SUGG, STEVEN K PIN 4203-34-3709-0000 DB 4746 PG 830 MB 20 PG 54
N/F MCENTEE, SEAN PATRICK PIN 4203-34-2627-0000 DB 4667 PG 391 MB 20 PG 54
COUNTRY CLUB DRIVE (S.R. 1505) 60' PUBLIC R/W
LEGEND
GRAPHIC SCALE
1 INCH = 60 FEET
UNLESS SIGNED AND SEALED THIS PLAT IS A PRELIMINARY PLAT NOT FOR RECORDATION, CONVEYANCES OR SALES
WithersRavenel
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PENDER COUNTY PIN: 4203-35-3108-0000 & 4203-25-5746-0000
TOPSAIL TOWNSHIP PENDER COUNTY NORTH CAROLINA
SCALE 1" = 60'
CHECKED ODG
SHEET 3 OF 3
CAD FILE BOUNDARY
PROJECT NO 2221543