



Pender County

Agenda

**Board of County Commissioners Meeting
Tuesday, September 5, 2023 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC**

		Presenter	Page
1.	CALL TO ORDER		
2.	INVOCATION		
3.	PLEDGE OF ALLEGIANCE		
4.	ADOPTION OF AGENDA		
5.	PUBLIC HEARING		
6.	PUBLIC INFORMATION		
6.1.	State of the Fire Marshal's Office Pender County Fire Marshall Office - Pdf	Burton	5 - 26
7.	PUBLIC COMMENT FOR AGENDA ITEMS		
8.	CONSENT AGENDA		
8.1.	Approve Purchase Order to purchase a mini-excavator 072 Capital Replacement of Mini Excavator - Pdf	J. Proctor	27 - 30
8.2.	A Resolution of the Pender County Board of Commissioners Authorizing Upset Bid Process with respect to the Disposition by Sale of Parcel 3332-88-7049-0000 3332-88-7049-0000 - Pdf	Blue	31 - 39
8.3.	A Resolution of the Pender County Board of Commissioners Accepting High Bid for Property with Respect to the Disposition by Sale of Parcel 2353-74-1898-0000 2353-74-1898-0000 - Pdf	Blue	41 - 47
8.4.	A Resolution of the Pender County Board of Commissioners Accepting High Bid for Property with respect to the Disposition by Sale of Parcel 2385-65-4988-0000 2385-65-4988-0000 - Pdf	Blue	49 - 54
8.5.	Approval to Accept a Donation for Foster Care Children's Fund \$3155 Donation for Foster Care Children's Fund - Pdf	Stewart	55 - 61
8.6.	Approval of a Purchase Order to Axon Enterprises, Inc. in the Amount of \$44,437.20 for the Lease of the Tasers. This will be year 5 lease payment. Axon taser lease- year 5 FY 23-24 - Pdf	Cutler	63 - 71
8.7.	Approval of Resolution to Adopt 2022 Local Water Supply Plan ResolutiontoAdopt2022LocalWaterSupplyPlan - Pdf	Keel	73 - 80

8.8.	Approval of Purchase Order for the purchase of 2023 Dodge Charger from Performance Auto in the of amount of \$50,004.67. Purchase Order for 2023 Dodge Charger - Pdf	Cutler	81 - 85
8.9.	August 7, 2023, BOCC Meeting Minutes August 7, 2023, BOCC Meeting Minutes - Pdf	Stanfield	87 - 97
8.10.	Second approval of revisions to the Solid Waste Ordinance to include criminal penalties Second approval of revisions to the Solid Waste Ordinance to include criminal penalties - Pdf	Barnhill	99 - 101
8.11.	Motor Vehicle Releases and Refunds Motor Vehicle Releases and Refunds - Pdf	Radke	103 - 105
8.12.	Approval of a Purchase Order to Software House International (SHI) for Manage Engine's IT Service Management Annual Software Licensing Renewal in the amount of \$81,347.71. Purchase Order to SHI for IT Service Management System - Pdf	Harvey	107 - 121
8.13.	Approval of a Purchase Order for a 2024 Ford Bronco Sport to Performance Ford for \$31,890.24 2024 Bronco - Pdf	Hedrick	123 - 125
8.14.	Approval of a Budget Amendment to move revenues in the amount of \$4,240.74 to expenditures. vaccine replacement - Pdf	Moser	127 - 130
8.15.	Approval of a Budget Amendment to increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024: \$300,000 AA 620 ARPA COVID-19 School Health Team Workforce - Pdf	Moser	131 - 141
8.16.	Approval of Contract for 2026 Reappraisal Services with Vincent Valuations 2026 Reappraisal - Pdf	Radke	143 - 181
9.	APPROVALS AND RESOLUTIONS		
9.1.	Resolution Advancing the Real Property Revaluation Cycle from Eight to Seven Years, Effective Jan. 1, 2023, and Every Four Years Thereafter 2026 Reappraisal - Pdf	Radke	183 - 197
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		
17.1.	Presentation of Child Fatality Team Report for 2022 Child Fatality Team Report for 2022 - Pdf	Moser	199 - 202

18. SOCIAL SERVICES BOARD
19. PUBLIC COMMENT
20. ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS
21. CLOSED SESSION (IF APPLICABLE).
22. ADJOURNMENT



Pender County State of the Fire Marshal's Office

TO: Board of County Commissioners
FROM: Amy Burton
DATE: September 5, 2023
SUBJECT: State of the Fire Marshal's Office

SUMMARY:

The purpose of this presentation is to give a brief overview of the Pender County Fire Marshals Office. The office has a lot of requirements set forth by both local and state laws. Some of these areas include inspections, plan reviews, investigations, and contracts with our partnering agencies. Brief overview of the current and future staffing of the fire marshal office is also included.



State of the Fire Marshal's Office

PENDER COUNTY



Size Up

- Where we are.
- Where we're going.
- How we'll get there.



State of the Fire Marshal's Office



State of the Fire Marshal's Office

Our Mission

The Pender County Fire Marshal's Office has many duties and partners with different agencies on a local, state, and federal level. The primary responsibility of the PCFM office is to provide fire protection and prevention measures to reduce the threat of fire and fire related injuries.

Team

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Amy Burton
FM-1

Fire Marshal/EM
Officer

State of the Fire Marshal's Office



Townsend Link
FM-2

Deputy Fire
Marshal/EM Officer



Chris Radke
FM-3

Deputy Fire
Marshal/EM Officer



Coming early 2024
FM-4

Deputy Fire
Marshal/EM Officer

2023

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How do we engage with our Community?

- Fire Code Enforcement Inspections
- Fire Investigation
- Project/Plan review
- Educational Presentations
- Foster Care Home Inspections
- Support of all Fire Departments within Pender County

Support of all Fire Departments within Pender County

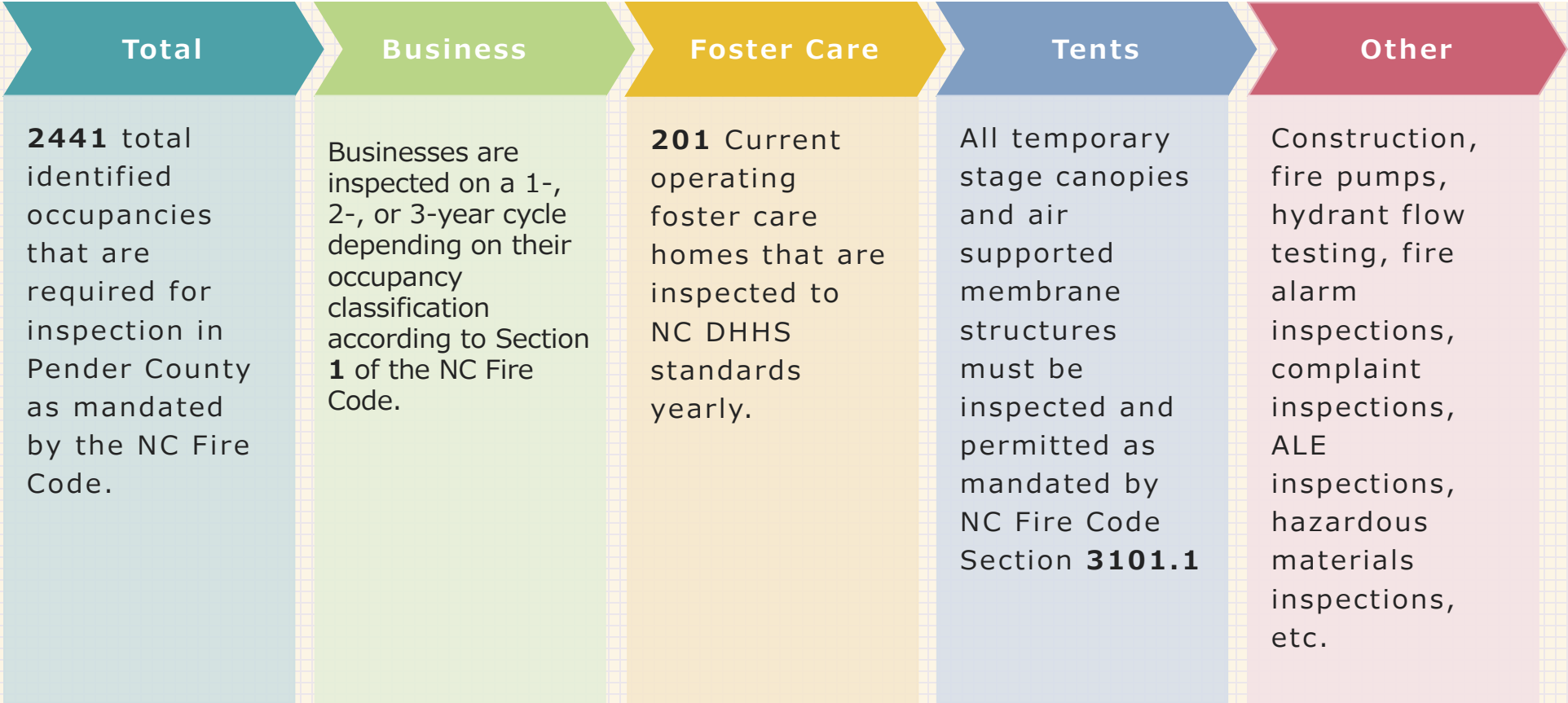
Fire Code Enforcement

(AS REQUIRED BY THE NC FIRE CODE)



Occupancy Inspections

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Fire Investigations

Investigations

Types

Structure fires

Vehicle fires

Illegal burns

Fire Death & Injury

Wildfires

Hazardous materials incidents

Other

Partnering Agencies





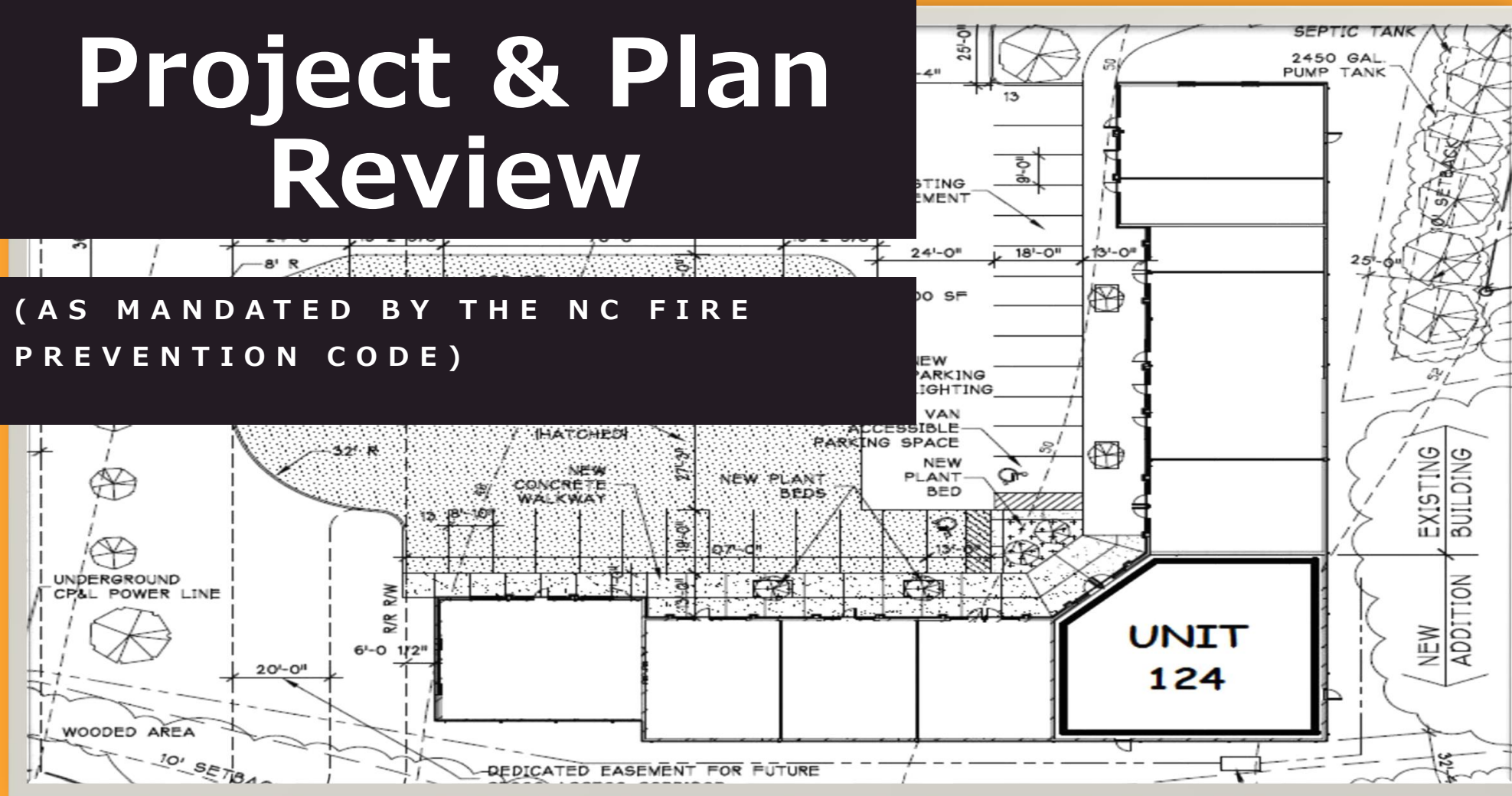
State of the Fire Marshal's Office



INVESTIGATIVE AND ENFORCEMENT
OFFICIALS

Project & Plan Review

(AS MANDATED BY THE NC FIRE PREVENTION CODE)



Project & Plan Review

Types

- TRC
- New Construction Plan Review
- Sprinkler Plan Review
- Fire Alarm Plan Review





Educational Presentations

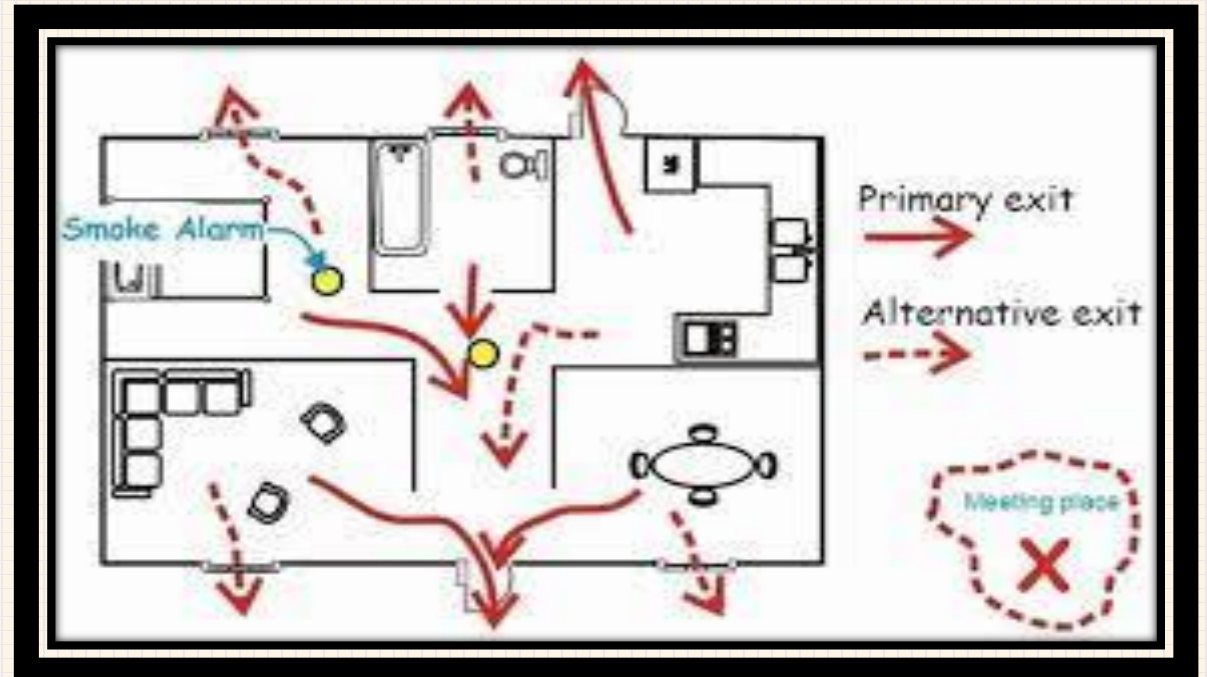


State of the Fire Marshal's Office

Educational Presentations

Types

- Fire Extinguisher Training
- School Prevention Events
- School Safety Meetings
- Fire Safety and Prevention Events
- Smoke Detector Campaigns
- Public Relations Events
- Local Emergency Planning Committee



Foster Care Home Inspections

AS REQUIRED FOR CERTIFICATION BY
THE NC DEPARTMENT OF SOCIAL
SERVICES

State of the Fire Marshal's Office

FOSTER HOME FIRE INSPECTION REPORT NORTH CAROLINA DIVISION OF SOCIAL SERVICES

NAME OF FOSTER HOME _____ PERSON IN CHARGE _____
STREET ADDRESS _____ PHONE # _____

Foster Parent's signature on this form indicates that he/she understands that any item marked **NO** on this form will result in non-approval of the home until the items in question are brought into compliance with licensing regulations.

DOCUMENT THE APPROPRIATE ANSWERS AS TO THE CONDITIONS IN THE HOME RELATING TO THE INSPECTION		YES	NO	N/A
1	Are Underwriters Laboratory (UL) extension cords used only for portable appliances and not substituted for permanent wiring? (Check N/A if the occupant does not use extension cords for permanent wiring.)			
2	Is a Carbon Monoxide (CO) detector installed in homes that use fuel oil products, coal, wood or gas to heat, cool, cook, operate a hot water heater or gas logs?			
3	Is a working, mounted "ABC" fire extinguisher(s), with a rating not less than 1-A installed and readily available in the residence?			
4	Do emergency telephone numbers and a fire evacuation plan remain posted continually in a prominent location, and are they visible to all residents and guests?			
5	Does the home have a working telephone?			
6	Are there working smoke alarms in the residence that comply with the appropriate rule? CHECK ONE OF THE FOLLOWING - Houses built prior to 1976: must have a battery or electric smoke alarm installed outside every sleeping area. - Houses built 1976 – June 30, 1999: electric smoke alarms shall be placed outside sleeping areas as required by the code in effect at construction time. - Houses built after June 30, 1999: must have smoke alarms in every sleeping room, outside bedrooms and other areas, interconnected as required in the N.C. Building code. - Manufactured homes are in compliance with HUD requirements Subpart C – 3280.208 at the time the foster home was initially licensed. HUD requirements can be found at: (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr3280_main_02.tpl) or by contacting the NC Office of State Fire Marshal at (919) 661-5880 and requesting to speak to someone in the Manufactured Building Section.			
7	Are all hallways, doorways, entrances, ramps, steps, and corridors unobstructed, free of storage, and readily accessible?			
8	Do doors and windows in rooms used for sleeping open properly with little effort?			
9	Are all designated egress (exit) doors free of double key dead bolt locks?			
10	Designate Primary heat source: _____ Designate Secondary heat source (if applicable): _____			
11	List any substandard components or hazards found which are not addressed above or which require additional inspections. _____ _____ _____			

INSPECTOR'S SIGNATURE / TITLE _____ DATE OF INSPECTION _____
PRINT NAME OF INSPECTOR _____ INSPECTOR'S PHONE# _____
FOSTER PARENT'S SIGNATURE _____ DATE _____

DSS-1515 (Rev. 04/14)
Child Welfare Section

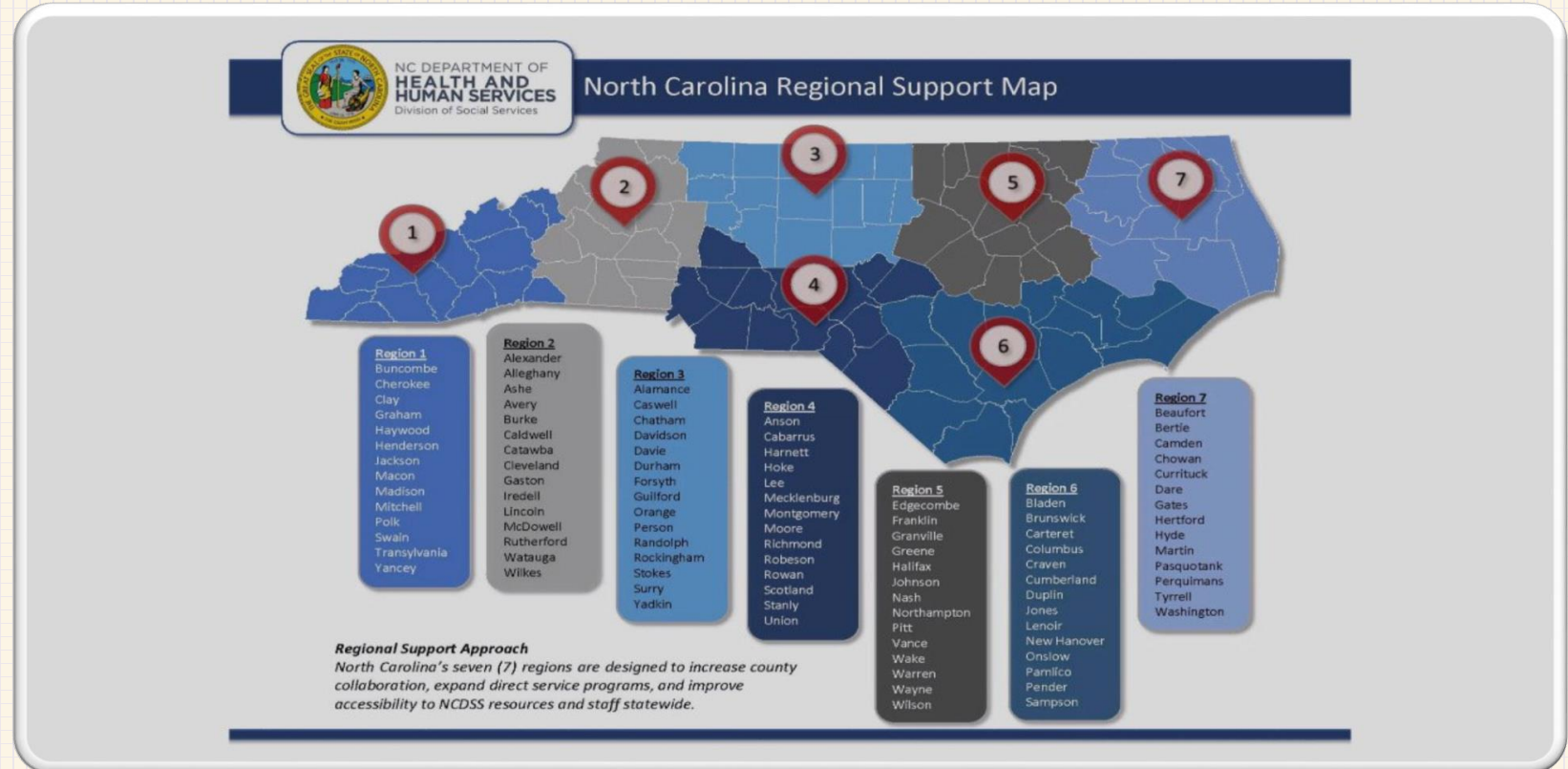
2023

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Foster Care Home Inspections

Homes are inspected for:

- Exit and Egress
- Working Smoke Detectors
- Working CO Alarms
- Overall Life Safety Deficiencies



Fire Department Support

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FOR ALL VOLUNTEER, CAREER, &
COMBINATION DEPARTMENTS
WITHIN PENDER COUNTY

State of the Fire Marshal's Office

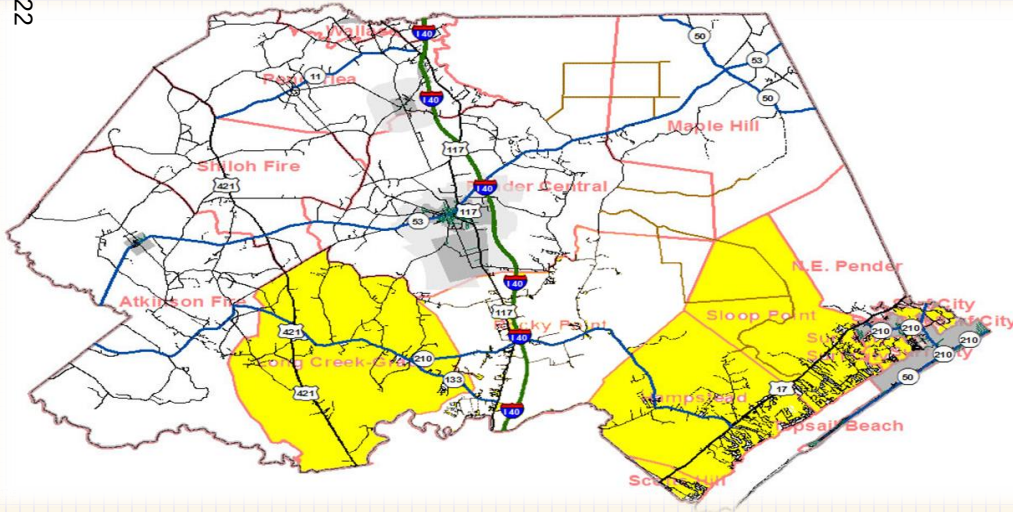


2023

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Fire Departments

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WITHIN PENDER COUNTY

Station 11- Atkinson Fire Department

Station 13- Maple Hill Volunteer Fire Department

Station 14- Pender EMS & Fire (Sloop Point)

Station 15- Town of Burgaw Fire Department

Station 16- Pender EMS & Fire (Hampstead)

Station 17- Penderlea Volunteer Fire Department

Station 18- Pender EMS & Fire (Scotts Hill)

Station 19- Shiloh-Columbia Volunteer Fire Department

Station 20- Topsail Beach Fire Department

Station 21- Pender EMS & Fire (Long Creek)

Station 22- Rocky Point Volunteer Fire Department

Station 23- Surf City Fire Department

Station 25- Surf City Fire Department

Station 27- Wallace Fire Department

Pender County Fire Commission

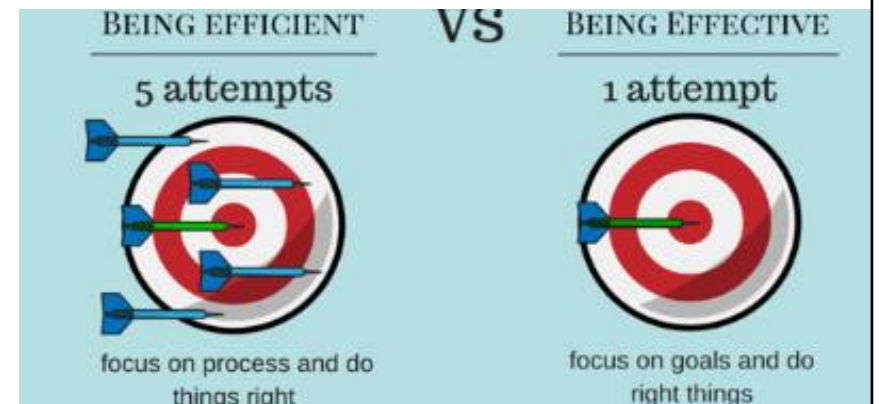
- **Is made up of representation from each Fire District, 2 at large members, the Fire Marshal, and 1 County Commissioner.**
- **Current President of the Commission, as voted by peers, is Chief Allen Wilson of Surf City Fire.**
- **Meets the 4th Tuesday of each month at the Emergency Operations Center**
- **Is the governing board of the Pender County Firefighters Association**
- **Firefighters Association meets quarterly and holds an annual “Fire School.”**

Structured, Efficient, Equitable

How we get there?

- ❖ Streamline permitting and plan review process
- ❖ Compliance with annual business inspections
- ❖ Restructured and reorganized Fire Commission

State of the Fire Marshal's Office



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**The way to get
started is to quit
talking and
begin doing.**

WALT DISNEY



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: James Proctor
DATE: September 5, 2023
SUBJECT: Approve Purchase Order to purchase a mini-excavator

SUMMARY:

The FY24 budget included a skid-steer loader in account 072-407400. While Pender County Utilities (PCU) does have a need for this equipment, it has become evident that our more immediate need is for a mini-excavator due to the poor condition off the mini excavator we presently have. Staff obtained three competitive quotes for this equipment and Nash Equipment Company had the lowest price. Therefore, PCU staff would like to ask for approval of PO to purchase.

ACTION REQUESTED:

PO to Nash Equipment Company for \$52,900 for a mini excavator out of acct 072-407400 Capital Outlay.

ATTACHMENTS:

Quotes for mini-excavator replacement.

Nash Equipment Co., Inc

1190 NC Hwy 53 W
Burgaw, NC 28425
(910) 259-5134
nasequipmentcompany.com

Pender County

SALES QUOTATION



Quote Valid Until: _____

ITEM	QUANTITY	DESCRIPTION		PRICE
	1	Kubota KX033-4R1A		\$52,900.00
Tax & Insurance NOT Included				
ITEM	QUANTITY	Trade	UNIT PRICE	

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.

Corby Allen

PER _____

July 6, 2023

DATE _____

**Gregory Poole
Equipment Company**

QUOTATION

FEDERAL TAXPAYER ID# 56-0487311
WWW.GREGORYPOOLE.COM
910-371-6301

PLEASE REMIT TO:
Gregory Poole Equipment Company
Processing Center, PO Box 60457
Charlotte, NC 28260
<https://gregorypoole.billtrust.com>

QUOTATION NUMBER Q280736-1
QUOTATION DATE 7/6/2023
VALID UNTIL 8/5/2023

BILL TO

SHIP TO

Pender County Utilities
Burgaw, NC 28425
USA

INVOICE ACCOUNT	ORDER ACCOUNT	WAREHOUSE	DIVISION	PAGE
		Wilmington Rental Store		1 of 3
SALESMAN	CUSTOMER CONTACT	TERMS		
Austin M. Stott				
QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	

1	New CAT 303.5 Opeb Cab Mini Excavator.	72,990.00	72,990.00	
-1	North Carolina 760H State Discount off List Price (22%)	16,057.00	-16,057.00	
1	CAT Hydraulic Thumb	2,674.00	2,674.00	
1	CAT 24" Bucket	1,368.00	1,368.00	
-1	North Carolina 760H State Discount off List Price of Work Tools (22%)	890.00	-890.00	
-1	Includes: - 2YR/2000HR Premier Warranty - 2YR Product Link Subscription - Delivery to Customer - Predelivery - Freight	3,434.00	-3,434.00	

EQUIPMENT CONSIST: 303.5 CR Hydraulic E

1	303.5	303.5
1	6163216	303.5 07A CR MHE CFG1B
1	0P9002	LANE 2 ORDER
1	4218926	SERIALIZED TECHNICAL MEDIA KIT
1	0P2266	SHIPPING/STORAGE PROTECTION
1	0P4299	PACKING, LAST MILE PROGRAM

Quoted Sales Price *	56,651.00
* Excludes applicable Fees	

GPEC004-20150323



Sales Order

Hills Wilmington
80 Gregory Road
Leland, NC 28451
910-800-2070

General Information

Sales Representative	Jim Wood	Order Date	7/13/23	Cust. PO #	
Purchasers Full Name	Pender County utilities		Account #		
Purchasers Address	605 Freemont St.	City	Burgaw	State	NC
Email Address	ddovell@pendercountync.gov	Business Phone		Fax	
Ship to Address	605 Freemont St.				

Purchase Equipment

Qty. New	Qty. Used	Qty. Demo	Make, Model, Description	Serial # or Attachment	Cash Price Each Item
1			CX37, ROPS, 4 way blade,two speed, rubber tracks, 2 way aux joystick, arm long w/thumb bracket, LED beacon, additional counterweight, w/o q/c provision, linkage w/hook, travel alarm, std hydraulic oil VG46, tier 4 series C * quote is good prior to the sale of the machine * quote is valid for 30 days		\$ 55,150.00
Subtotal					\$ 55,150.00

Trade-In Equipment

Year	Make, Model, Serial #	Trade Allowance

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of liens, encumbrances, and security interests except to the extent shown below.

This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If the transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Hills Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.

I. Trade Allowance	\$ 0.00
II. Less Amount Owed	
To	\$
III. Net Trade Allowance (I-II)	\$ 0.00
IV. OTHER (Specify)	\$
V. Trade Down Payment	\$ 0.00

Warranty on Equipment

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser. The warranty coverage is outlined below and indicated by the box checked.

☒ NEW CASE PRODUCT WARRANTY or qualified new Case warranty.
If qualified, the period is 12 months.

WARRANTIES PROVIDED BY THE SELLER ON NEW PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

☐ NEW - Other manufacturer's warranty.

☐ USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE HAS EXAMINED THE EQUIPMENT and in buying the equipment AS IS and with NO REPRESENTATION OR WARRANTIES, unless otherwise specified in writing below.

Warranty- 2 year/ 3000 hr full machine limited

Subtotal	\$ 55,150.00
Transportation Fees	\$
Enter 6.75 % Sales Tax	\$ 3,722.63
OR Flat Sales Tax (SC)	\$
Total Taxes	\$ 3,722.63
TOTAL PRICE	\$ 58,872.63
Cash Down Payment	\$
Trade Down Payment	\$ 0.00
Total Down Payment	\$ 0.00
Cash Due on Delivery	\$ 58,872.63

Notice To Purchaser

- Caution. Do not sign this contract before you thoroughly read both sides of it or if it contains blank spaces, even if otherwise advised.
- You are entitled to an exact and completely filled in copy of this Contract when you sign it. Keep it to protect your legal rights.
- General Manager signature required for final acceptance of Purchase Order.

ACCEPTED BY	GENERAL MANAGER	DATE
PURCHASER'S SIGNATURE		DATE

THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF ARE PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE.



**Pender County
A Resolution of the Pender County
Board of Commissioners Authorizing
Upset Bid Process with respect to the
Disposition by Sale of Parcel 3332-88-
7049-0000**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: September 5, 2023
SUBJECT: A Resolution of the Pender County Board of Commissioners Authorizing
Upset Bid Process with respect to the Disposition by Sale of Parcel
3332-88-7049-0000

SUMMARY:

The County has received an offer to purchase parcel 3332-88-7049-0000. County Staff reviewed the offer and sought the advice of the County Tax Administrator's office to measure the reasonableness of the offer terms. County Staff are of the opinion that the offer is fair and reasonable.

ACTION REQUESTED:

County Staff requests the Board's approval of a resolution to authorize the Upset Bid Process pursuant to G.S. 160A-269 with respect to the sale of parcel 3332-88-7049-0000. If the Board approves the attached resolution, and upon receipt of the deposit required by the statute, County Staff will publish notice of the offer, which begins the 10-day upset bid period under the statute. Should no upset bids be received, the County will accept the offer from Mr. Jeffery Zelli and proceed to due diligence and closing within approximately 1 month. Should an upset bid be received, Mr. Jeffery Zelli's offer will terminate, and the upset bid process will run again, with Mr. Jeffery Zelli having an opportunity to submit an upset bid.

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



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

A Resolution of the Pender County Board of Commissioners Authorizing Upset Bid Process with respect to the Disposition by Sale of Parcel 3332-88-7049-0000

WHEREAS, Pender County, North Carolina (hereinafter, "the County") owns certain property located in Union Township consisting of approximately 0.59 acres and assigned as Property Tax Identification Number 332-88-7049-0000 in the records of the County's Property Tax Administrators Office and described in Book 485 at page 126, in the office of the Pender County Register of Deeds; and

WHEREAS, North Carolina General Statute §§ 153A-176 and 160A-269 authorize the County to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County has received an offer to purchase the 0.59-acre parcel described herein, in the amount of \$7,500.00, which offer was submitted by Mr. Jeffery Zelli.

NOW, THEREFORE, THE PENDER COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

1. The sale of the property described herein through the upset bid procedure of N.C. Gen. Stat. § 160A-269 shall be, and the same is hereby, authorized;

2. Upon receipt of the deposit in the amount required by N.C. Gen. Stat. § 160A-269, the Clerk to the Board of County Commissioners shall cause a notice of the proposed sale to be published in accordance with the requirements of that statute, including, that the notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset;

3. Persons wishing to upset the offer received shall submit a sealed bid with their offer to the office of the Clerk to the Board of Commissioners within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Clerk to the Board of Commissioners shall open the bids received, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer;

4. If a qualifying higher bid is received, the Clerk to the Board of Commissioners shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Pender County Board of Commissioners;

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer, which amount is not less than \$ 7,925.00;



6. A qualifying higher bid shall be accompanied by a deposit in the amount of five percent (5%) of the bid, which may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing;

7. The terms of the final sale are that the Board of Commissioners must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and that the buyer must pay with cash at the time of closing;

8. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids; and

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above shall be, and the same is hereby, accepted, and the appropriate County officials are authorized to execute the instruments necessary to convey the property to Jeffery Zelli.

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

Jacqueline A. Newton,
Chair of the Board of Commissioners

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

Part 3. Disposition of County Property.

§ 153A-176. Disposition of property.

A county may dispose of any real or personal property belonging to it according to the procedures prescribed in Chapter 160A, Article 12. For purposes of this section references in Chapter 160A, Article 12, to the "city," the "council," or a specific city official are deemed to refer, respectively, to the county, the board of commissioners, and the county official who most nearly performs the same duties performed by the specified city official. For purposes of this section, references in G.S. 160A-266(c) to "one or more city officials" are deemed to refer to one or more county officials designated by the board of county commissioners. (1868, c. 20, ss. 3, 8; Code, ss. 704, 707; Rev., ss. 1310, 1318; C.S., ss. 1291, 1297; 1973, c. 822, s. 1; 1983, c. 130, s. 2.)

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)

Andy Devane

From: Jotform <noreply@jotform.com>
Sent: Thursday, July 27, 2023 9:55 AM
To: Andy Devane
Subject: [External]Surplus Property Bid

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.

Hi,

You can see the submission data below:

Submission Date
Aug 20, 2022 2:31 PM

Name
Jeffrey Zelli

Phone Number
(631) 4951368

E-mail
jzelli@drider.com

Parcel ID Number
3332-88-7049-0000

Address
100 Mary Slocum Rd Ne

Potential Interest Information:
I'm placing a bid on the above parcel of land in pender county, my bid is for \$7500 dollars.



Pender County

Acres: 0
 Land Value: \$6,682
 Building Value: \$0
 Total Value: \$6,682
 Deferred Value: \$0
 Exempt Amount: 6682
 PCL Class: EX-1
 Heated Sq Feet:

Sale Price: \$6,500
 Sale Date: LAST_SALE_DATE
 Plat: NO PLAT
 Account No: 977521
 Township: UNION
 Subdivision:
 Tax Codes: G01 F27 R40

PIN: 3332-88-7049-0000
 Owner: PENDER CNTY
 PO BOX 5
 BURGAW, NC 28425
 Deed Ref: 4652/2636

Property
 Address:

Description: .32 AC ON N/E CAPE FEAR RIVER

1:1,744
 0 0.0125 0.025 0.04 0.05 mi
 0 0.02 0.04 0.08 km

1 inch = 145 feet

10/16/2017



Doc No: 20029475
Recorded: 10/16/2017 02:00:59 PM
Fee Amt: \$26.00 Page 1 of 2
Excise Tax: \$13.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4652 PG 2636 - 2637 (2)

Excise Tax \$13.00	Return after recording to →	Pender County PO Box 5 Burgaw, NC 28425
Parcel ID # 3332-88-7049-0000	Prepared by Richard T. Rodgers, Jr.	
BRIEF DESCRIPTION FOR INDEX →		
STATE OF NORTH CAROLINA COUNTY OF PENDER		DATE 9/12/2017
COMMISSIONER'S DEED		
✓ Richard T. Rodgers, Jr., Commissioner Sherman & Rodgers, PLLC PO Box 250 Burgaw, NC 28425	Pender County PO Box 5 Burgaw, NC 28425	
"Grantor"	"Grantee"	
Enter in appropriate block for each Grantor and Grantee: <u>title vesting name, mailing address, and, if appropriate, character of entity</u> , (e.g., corporation, partnership, trust, unincorporated association, etc.)		
NOTE: When reference herein is made to the GRANTOR and/or the GRANTEE, the singular shall include the plural, the neuter shall include the masculine as well as the feminine.		

WITNESSETH

That whereas, Richard T. Rodgers, Jr. was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding entitled Pender County et. al. v. Timothy Lee Wainwright et. al. filed at 16-CVS-1053 with the Pender County Clerk of Superior Court; and Richard T. Rodgers, Jr. was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas, Richard T. Rodgers, Jr., commissioner, did on 08/25/2017, offer the land hereinafter described at a public sale at the Pender County Courthouse door, and Pender County became the last and highest bidder for said land in the amount shown on the Report of Sale or final Upset Bid reflected in the above-referenced Court File; and the sale having been confirmed, and Richard T. Rodgers, Jr., commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

FOR VALUABLE CONSIDERATION RECEIVED, receipt of which is hereby acknowledged, the GRANTOR hereby has bargained sold and conveyed in fee simple unto the GRANTEE all that certain lot or parcel of land in Pender County more particularly described as follows:

BEGINNING at a point in the centerline of Pender County Secondary Road #1318 said point is located along said centerline, South 80 degrees 24 minutes West 201.48 feet from a point in said centerline at the Western end of the bridge that spans the waters of the Northeast Cape Fear River (locally known as Croom's Bridge) and running thence from said Beginning point, so located, with the centerline of said road, South 80 degrees 24 minutes West 150.00 feet to a point in said centerline; thence North 09 degrees 36 minutes West 167.33 feet (passing over an inline iron pipe at 50.00 feet) to an iron pipe on the edge of the Northeast Cape Fear River; thence down and with said river, North 67 degrees 05 minutes East 49.51 feet to a point on the edge of said river; thence continuing with said river, North 88 degrees 02 minutes East 102.84 feet to an iron pipe on the edge of said river; thence South 09 degrees 36 minutes East 165.108 feet (passing over an inline iron pipe at 115.18 feet) to the Beginning, containing 0.59 acres, more or less. Also conveyed by this deed is that certain 20 foot roadway easement as referred to in deed recorded in Book 485 at Page 126 of the Pender County Registry, to which referenced is hereby made for a more perfect and accurate description of such right of way. EXCEPTING, however, from the foregoing parcel of land the following portion thereof, Beginning at a point in the centerline of Pender County SR 1318, said beginning point being the identical beginning point of the .59 acre parcel of land as described in Book 485 at Page 126 of the Pender County Registry and running thence North 9 degrees West 165.18 feet to the Northeast River a corner of the above referred parcel; thence with the river South 88 degrees West 50 feet to a new corner; thence South 9 degrees East 165.18 feet to a point in the centerline of said SR 1318; thence with the centerline of said road North 80 degrees East 50 feet to the point of Beginning.

Parcel ID: 3332-88-7049-0000

TO HAVE AND TO HOLD this realty and all privileges and appurtenances thereto belonging unto the GRANTEE its heirs, successors and/or assigns in as full and ample manner as Richard T. Rodgers, Jr., commissioner, is authorized and empowered to convey the same subject to Pender County and Municipal property taxes, the payment of which shall be assumed by the purchaser.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing.

(Entity Name)

USE BLACK INK ONLY

[Signature]

(Seal)

Richard T. Rodgers, Jr., Commissioner

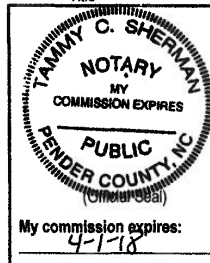
By:

Title

By:

Title

(Seal)



STATE OF NORTH CAROLINA, PENDER COUNTY

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he is the Commissioner identified in this document evidencing this by (name evidence here) and signed this document in my presence: name(s)

of principal(s).

Richard T. Rodgers, Jr., Commissioner

↓ Official Signature of Notary ↓

Jammy C. Sherman

Jammy C. Sherman

← Printed (or typed) Name of Notary

9-12-17

Date:



**Pender County
A Resolution of the Pender County
Board of Commissioners Accepting High
Bid for Property with Respect to the
Disposition by Sale of Parcel 2353-74-
1898-0000**

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	September 5, 2023
SUBJECT:	A Resolution of the Pender County Board of Commissioners Accepting High Bid for Property with Respect to the Disposition by Sale of Parcel 2353-74-1898-0000

SUMMARY:

On May 1, 2023, the BOCC authorized the sale of the parcel by public auction:

The auction was conducted online June 5, 2023, ending on July 6, 2023.

At the close of the auction the high bid was \$7,675.00, an amount equal to tax value of the parcel. Additional details on the property and high bid are included in the agenda packet.

Staff recommends that the board accept the high bid by adopting the attached resolution.

ACTION REQUESTED:

Approval of the attached resolution accepting high bid for property.

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



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

**A Resolution of the Pender County Board of Commissioners Accepting High Bid for Property
with respect to the Disposition by Sale of Parcel 2353-74-1898-0000**

WHEREAS, Pender County, North Carolina (hereinafter, "the County") conducted an online auction sale of parcel 2353-74-1898-0000 of property on July 6, 2023; and,

WHEREAS, high bid were submitted for the parcel as shown on Attachment A.

NOW THEREFORE, PENDER COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

The high bid is accepted for the parcel of property shown on Attachment A, and the County Manager shall execute the documents necessary to transfer title to the properties.

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

Jacqueline A. Newton,
Chair of the Board of Commissioners

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

ATTACHMENT A

A parcel consisting of one acre, more or less, and situated on HWY 421 in the Columbia Township between 25370 and 25310 (no E911 address assigned to the parcel) and being assigned PIN # 2353-74-1898-0000.

The parcel is the same parcel transferred in that certain Commissioners deed recorded in the Pender County registry at book 4751, page 966-967.

High Bid: \$7,675

Pender County - Real Estate, NC
805 S Walker St
PO Box 1578
Burgaw, NC 28425-5001

Bill of Sale Date: 06 Jul 2023
Asset ID: 39

Bill of Sale ID: 76202339
Inventory ID: 2353-74-1898-0000
Award Amount: \$7,675.00 USD

Asset Information



Description: Tax Foreclosure Sale - Wooded, Residential Lot

VIN/Serial: 2353-74-1898-0000

Year:

Make/Brand:

Model:

Meter:

Body:

Trim:

Color:

Title Restriction: Not Applicable

Sale Information

Actual Sold Amount: \$7,675.00 USD

Other Amount: \$0.00 USD

Attorney Fee: \$400.00 USD

Buyer's Premium: \$575.62 USD

Total Amount: \$8,650.62 USD

Paid On: 10 Jul 2023 Wire Transfer

Other Amount Description:

Buyer Information

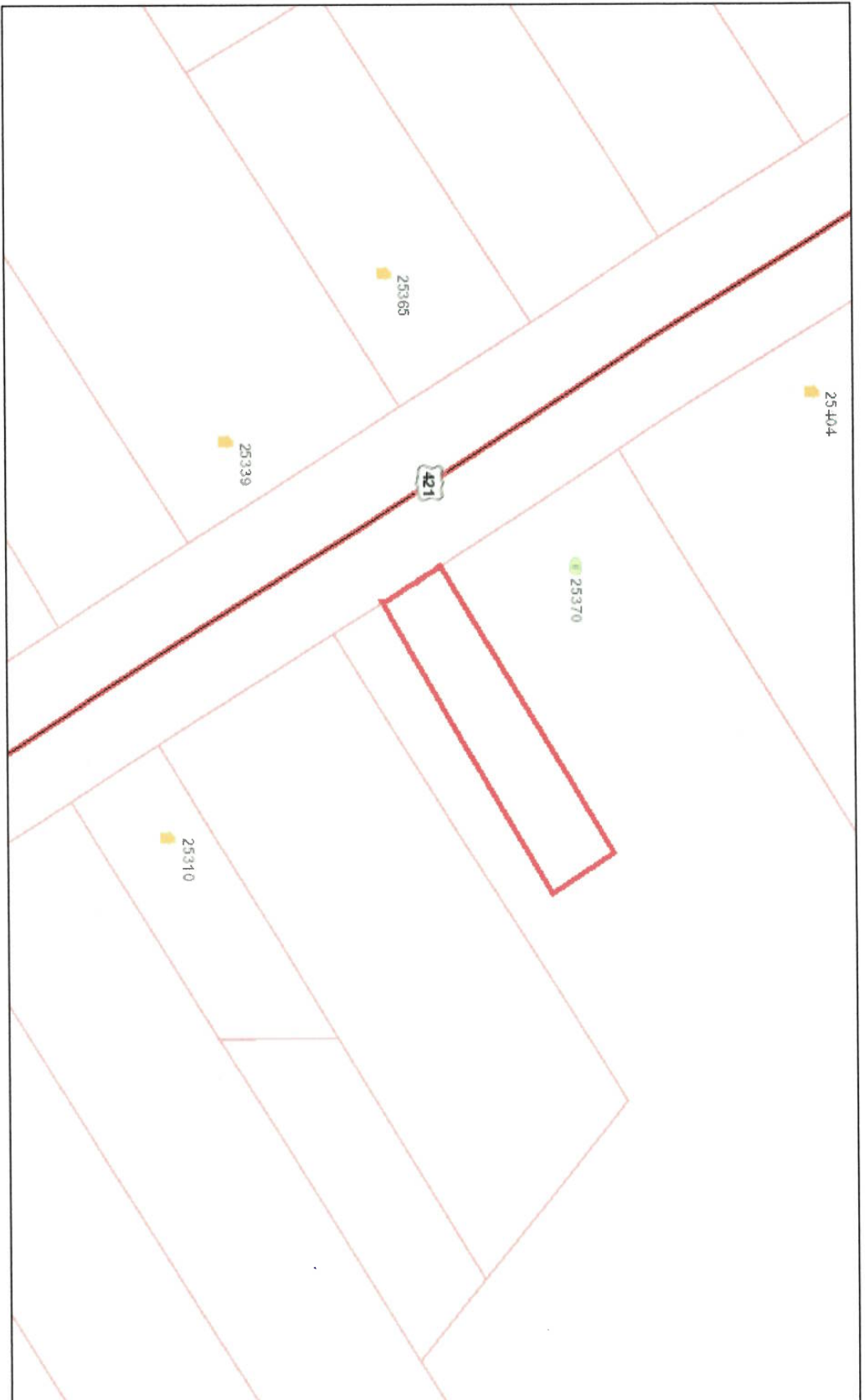
Daniel Joya
12908 Buccaneer Rd
Silver Spring, MD 20904
USA
danjoyas@gmail.com
3016489299

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: _____

Print Name: _____

Date: _____



Pender County

Page 5 of 7

PLN: 2353-74-1898-0000

Owner: PENDER COUNTY

PO BOX 5

WILMINGTON, NC 28405

Deed Ref: 4751/966

Property

Address: 421 HWY

Description: ON E/S 421 N OF 1211

Sale Price: \$12,500

Sale Date: LAST_SALE_DATE

Plat: NO PLAT

Account No: 1012363

Township: COLUMBIA

Subdivision:

Tax Codes: G01 F27 R40

Acres: 0.69

Land Value: \$7,675

Building Value: \$0

Total Value: \$7,675

Deferred Value: \$0

Exempt Amount: 7675

PCL Class: E

Heated Sq Feet:



1 inch = 88 feet

05/06/2021



Doc No: 20083220
Recorded: 05/07/2021 12:34:02 PM
Fee Amt: \$26.00 Page 1 of 2
Excise Tax: \$25.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4751 PG 966 - 967 (2)

Excise Tax \$25.00	Return after recording to →	Pender County
	Prepared by	PO Box 5
Parcel ID # 2353-74-1898-0000	Richard T. Rodgers, Jr., Esq.	Burgaw, NC 28405

BRIEF DESCRIPTION FOR INDEX → Lots 1, 2 and 3 combined contain 1 acre

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
04/15/2021

COMMISSIONER'S DEED

Richard T. Rodgers, Jr., Commissioner
Sherman & Rodgers, PLLC
PO Box 250
Burgaw, NC 28425

Pender County
PO Box 5
Burgaw, NC 28405

"Grantor"

"Grantee"

NOTE: When reference herein is made to the GRANTOR and/or the GRANTEE, the singular shall include the plural, the neuter shall include the masculine as well as the feminine.

WITNESSETH

That whereas, Richard T. Rodgers, Jr. was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding entitled Pender County et. al. v. Unknown Heirs and/or Successors in Interest to Earl Henry et. al. filed at 19-CVS-1138 with the Pender County Clerk of Superior Court; and Richard T. Rodgers, Jr. was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas, Richard T. Rodgers, Jr., commissioner, did on 02/26/2021, offer the land hereinafter described at a public sale at the Pender County Courthouse door, and Pender County became the last and highest bidder for said land in the amount shown on the Report of Sale or final Upset Bid reflected in the above-referenced Court File; and the sale having been confirmed, and Richard T. Rodgers, Jr., commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

FOR VALUABLE CONSIDERATION RECEIVED, receipt of which is hereby acknowledged, the GRANTOR hereby has bargained sold and conveyed in fee simple unto the GRANTEE all that certain lot or parcel of land in Pender County more particularly described as follows:

Beginning at an iron stake on East side of Highway No. 421, 50 ft. from center of said Highway, Thence North 27 degrees East 39 ft. 4 in. to an iron pipe. Thence North 63 degrees East 210 feet to an iron stake in back line. Thence South 27 degrees East 47 ft. 6 in. to an iron pipe. Thence South 63 degrees West 210 feet to the beginning. This being Lot No. 2 with a Theatre on it. Lots No. 1, 2, and 3 combined contain One square Acre.

Parcel ID: 2353-74-1898-0000

TO HAVE AND TO HOLD this realty and all privileges and appurtenances thereto belonging unto the GRANTEE its heirs, successors and/or assigns in as full and ample manner as Richard T. Rodgers, Jr., commissioner, is authorized and empowered to convey the same subject to Pender County and Municipal property taxes, the payment of which shall be assumed by the purchaser.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing.

(Entity Name)

USE BLACK INK ONLY



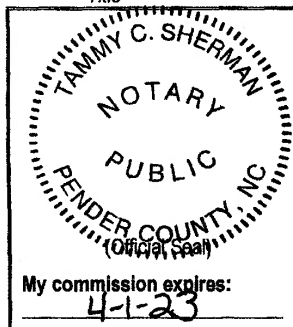
(Seal)

Richard T. Rodgers, Jr., Commissioner

By: _____
Title

By: _____
Title

(Seal)

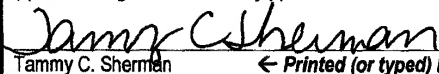


STATE OF NORTH CAROLINA, PENDER COUNTY

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he is the Commissioner identified in this document evidencing this by personal knowledge and signed this document in my presence: **name(s) of principal(s).**

Richard T. Rodgers, Jr., Commissioner

Official Signature of Notary


Tammy C. Sherman

Printed (or typed) Name of Notary

4-30-21
Date:



**Pender County
A Resolution of the Pender County
Board of Commissioners Accepting High
Bid for Property with respect to the
Disposition by Sale of Parcel 2385-65-
4988-0000**

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	September 5, 2023
SUBJECT:	A Resolution of the Pender County Board of Commissioners Accepting High Bid for Property with respect to the Disposition by Sale of Parcel 2385-65-4988-0000

SUMMARY:

On February 1, 2023, the BOCC authorized the sale of the parcel by public auction:

The auction was conducted online July 12, 2023, ending on August 12, 2023.

At the close of the auction the high bid was \$33,500.00, an amount in excess of tax value of the parcel. Additional details on the property and high bid are included in the agenda packet.

Staff recommends that the board accept the high bid by adopting the attached resolution.

ACTION REQUESTED:

Approval of the attached resolution accepting high bid for property

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



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

**A Resolution of the Pender County Board of Commissioners Accepting High Bid for Property
with respect to the Disposition by Sale of Parcel 2385-65-4988-0000**

WHEREAS, Pender County, North Carolina (hereinafter, "the County") conducted an online auction sale of parcel 2385-65-4988-0000 of property on August 12, 2023; and,

WHEREAS, high bid were submitted for the parcel as shown on Attachment A.

NOW THEREFORE, PENDER COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

The high bid is accepted for the parcel of property shown on Attachment A, and the County Manager shall execute the documents necessary to transfer title to the properties.

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

Jacqueline A. Newton,
Chair of the Board of Commissioners

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

ATTACHMENT A

A parcel consisting of ten acres, more or less, and situated off of Willard rd. in the Union Township (no E911 address assigned to the parcel) and being assigned PIN # 2385-65-4988-0000.

The parcel is the same parcel transferred in that certain Commissioner's deed recorded in the Pender County registry at book 706, page 154.

High Bid: \$33,500.00

Agenda summary

Pender County - Real Estate, NC
805 S Walker St
PO Box 1578
Burgaw, NC 28425-5001

Bill of Sale Date: 12 Aug 2023
Asset ID: 26

Bill of Sale ID: 812202326
Inventory ID: 2385-65-4988-0000
Award Amount: \$33,500.00 USD

Asset Information



Description: Tax Foreclosure Sale - Wooded, Residential Lot

VIN/Serial: 2385-65-4988-0000

Year:

Make/Brand:

Model:

Meter:

Body:

Trim:

Color:

Title Restriction: Not Applicable

Sale Information

Actual Sold Amount: \$33,500.00 USD

Other Amount: \$0.00 USD

Paid On: 15 Aug 2023 Wire Transfer

Attorney Fee: \$400.00 USD

Other Amount Description:

Buyer's Premium: \$2,512.50 USD

Total Amount: \$36,412.50 USD

Buyer Information

Johnathan Mote
4535 Englishtown Rd
Wallace, NC 28466
USA
jmote1086@gmail.com
9102711989

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: _____

Print Name: _____

Date: _____



PIN: 2385-65-4988-0000

Owner: PENDER COUNTY
805 S WALKER ST
BURGAW, NC 28425

Deed Ref: 706/154

Property
Address:

Description: OFF N 1001

Sale Price:

Sale Date: LAST_SALE_DATE

Plat: NOPLAT

Account No: 26133

Township: UNION

Subdivision:

Tax Codes: G01 F33 R40

Acres: 10

Land Value: \$17,500

Building Value: \$0

Total Value: \$17,500

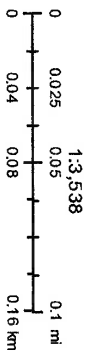
Deferred Value: \$0

Exempt Amount: 17500

PCL Class: EX-1

Heated Sq Feet:

Pender County



1 inch = 295 feet

12/31/1969



Filed for registration on the 23rd Day of
Feb 1988 At 4:45 O'clock P. M.
and registered in the office of the Register of Deeds
for Pender County in Book No. 706 Page 154
Hugh Cantelero, Jr.
Register of Deeds for
PENDER COUNTY
Recording Data

Excise Tax - 0 -

Tax Listing noted by: EM, Assessor's Office

Mail to: Pender County
P. O. Box 5
Burgaw, NC 28425

PREPARED BY: CORBETT & FISLER, Attorneys at Law, P. O. Drawer 727, Burgaw, N. C., 28425. The attorney preparing this instrument has made no record search or title examination as to the property herein described, unless the same is shown by his written and signed certificate.

Brief description for the index: Union--10.00 acres--s/s Rockfish Creek

D E E D

THIS DEED, made this 23rd day of February, 1988, by and between:

GRANTOR: Harry L. Webb, Commissioner, acting in accordance with the orders entered in case number 87 CVD 100 (Pender County, North Carolina)

GRANTEE: Pender County

The designation Grantor and Grantee as used in this instrument shall include the designated parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context. Feminine or masculine pronouns shall be substituted for those of neuter form or vice versa and the plural substituted for the singular number or vice versa in any place in which the context may require such.

Grantor, for a valuable consideration paid by Grantee, receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, that certain lot or parcel of land situated in Union Township, Pender County, North Carolina, and being more particularly described as the Second Tract in Deed Book 54, at page 495, of the Pender County Registry, to wit:

Situated in the fork of Doctors Creek and Rockfish bounded on the North and East by Rockfish Creek, on the South by Doctors Creek and on the West by the lands of Reuben J. Wilson, containing 10.0 acres, more or less.

TO HAVE AND TO HOLD the above lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Wes Stewart
DATE: September 5, 2023
SUBJECT: Approval to Accept a Donation for Foster Care Children's Fund \$3155

SUMMARY:

Department of Social Services is requesting approval to accept a donation in the amount of \$3,155 to the Foster care Children's Fund. \$2,155 was given by Burgaw Presbyterian Church and \$1000 was given by Harold & Vickie Pullock.

Harold and Vickie Pullock also donated school Supplies for foster children, totaling \$929.37.

ACTION REQUESTED:

To consider approving the budget amendment to increase programmatic revenues and related expenditures for DSS Foster care by \$3,155

Pender County Budget Ordinance Amendment

Fiscal Year

FY 2023-2024

Department

100 - PUBLIC ASSISTANCE

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	12-335010	Donation	3155
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	100087-462423	Fostercare Donation Payout	3155
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues3155

Total Expenditures3155

Budget Amendment Balances when Zero.0

Prepared By:Savannah Hubach

Emailshubach@pendercountync.gov

APPLICATION TO MAKE GIFT OR DONATION TO PENDER COUNTY

APPLICANT INFORMATION	
Applicant Name:	Burgaw Presbyterian Church
Applicant Address:	P.O Box 565 Burgaw, NC 28425
Applicant Phone Number:	910 259 2189
Applicant Email Address:	
Applicant Website (if applicable):	

GIFT OR DONATION INFORMATION	
Amount and Nature of Gift or Donation (e.g. land, money, personal property, etc.): (NOTE: applications are not required for gifts of less than \$100.00.)	\$2,155.00
Purpose of Gift or Donation:	To supply funds to our foster kids to buy Back to School clothes + items
Goals to be Achieved by Gift or Donation:	To supply funds to our foster kid to buy Back to School Clothes + items
Recognition Requested (e.g., letter or resolution of appreciation, naming rights, signage or plaque, etc.)	NONE

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

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

Application Submitted by: Savannah Hubach (printed name)

[Signature] (signature)

Date submitted: 8/9/23

APPLICATION TO MAKE GIFT OR DONATION TO PENDER COUNTY

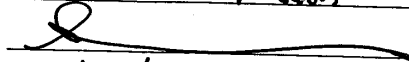
APPLICANT INFORMATION	
Applicant Name:	Harold + Vickie Pullock
Applicant Address:	
Applicant Phone Number:	
Applicant Email Address:	
Applicant Website (if applicable):	

GIFT OR DONATION INFORMATION	
Amount and Nature of Gift or Donation (e.g. land, money, personal property, etc.): (NOTE: applications are not required for gifts of less than \$100.00.)	\$1,000
Purpose of Gift or Donation:	School clothes for foster children
Goals to be Achieved by Gift or Donation:	To provide foster care kid with new clothes for school
Recognition Requested (e.g., letter or resolution of appreciation, naming rights, signage or plaque, etc.)	NONE

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

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

Application Submitted by: Savannah Hubach (printed name)

 (signature)

Date submitted:

8/10/23

APPLICATION TO MAKE GIFT OR DONATION TO PENDER COUNTY

APPLICANT INFORMATION	
Applicant Name:	Vickie + Harold Pollock
Applicant Address:	
Applicant Phone Number:	
Applicant Email Address:	
Applicant Website (if applicable):	

GIFT OR DONATION INFORMATION	
Amount and Nature of Gift or Donation (e.g. land, money, personal property, etc.): (NOTE: applications are not required for gifts of less than \$100.00.)	\$ 925.37
Purpose of Gift or Donation:	School Supplies for foster children
Goals to be Achieved by Gift or Donation:	supply foster kids school supplies
Recognition Requested (e.g., letter or resolution of appreciation, naming rights, signage or plaque, etc.)	None

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

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

Application Submitted by: Savannah Hubach (printed name)

[Signature] (signature)

Date submitted:

8/15/23

Wilmington - 910-395-5057
4711 New Centre Dr
Wilmington, North Carolina 28405-3442
08/09/2023 11:19 AM



APPAREL

069034568	Cat & Jack	T	\$14.99
	Regular Price \$24.99		
069037456	Cat & Jack	T	\$14.99
	Regular Price \$24.99		
069030372	Cat & Jack?	T	\$14.99
	Regular Price \$24.99		
069039414	Cat & Jack	T	\$29.98
	2 @ \$14.99 ea		
	Regular Price \$24.99		
069038704	Cat & Jack	T	\$44.97
	3 @ \$14.99 ea		
	Regular Price \$24.99		
069030249	Cat & Jack	T	\$14.99
	Regular Price \$24.99		
069035891	Pokemon	T	\$39.98
	2 @ \$19.99 ea		
069100588	Embark	T	\$47.98
	2 @ \$23.99 ea		
	Regular Price \$39.99		

HOME

002026858	Brightroom	T	\$32.00
	2 @ \$16.00 ea		
STATIONERY & OFFICE SUPPLIES			
081040342	CRAYONS	T	\$32.50
	65 @ \$0.50 ea		
	Regular Price \$1.49		
081018444	Up&Up	T	\$83.85
	65 @ \$1.29 ea		
081040681	CLRD PENCILS	T	\$64.35
	65 @ \$0.99 ea		
	Regular Price \$1.99		
081020943	PENCILS	T	\$65.70
	30 @ \$2.19 ea		

SUBTOTAL		\$501.27
T = NC TAX 7.00000 on \$501.27		\$35.09
TOTAL		\$536.36
*4213 VISA CHARGE		\$536.36
AID: A0000000031010		
VISA CREDIT		
AUTH CODE: 009022		

WHEN YOU RETURN ANY ITEM, YOUR
RETURN CREDIT WILL NOT INCLUDE ANY
PROMOTIONAL DISCOUNT OR COUPON THAT
APPLIED TO THE ORIGINAL ORDER.

TOTAL SAVINGS THIS TRIP
\$251.35

REC#2-3221-1107-0078-9570-0 VCD#758-259-136

Help make your Target Run better.
Take a 2 minute survey about today's trip

informtarget.com
User ID: 7677 8889 3992
Password: 104 300

CUÉNTENOS EN ESPAÑOL

Please take this survey within 7 days



REGULAR SALE

72 - CHILDREN'S ACC 374942	\$19.99	T
72 - CHILDREN'S ACC 374873	\$16.99	T
72 - CHILDREN'S ACC 374947	\$16.99	T
72 - CHILDREN'S ACC 387323	\$16.99	T
72 - CHILDREN'S ACC 374863	\$16.99	T
72 - CHILDREN'S ACC 374946	\$16.99	T
72 - CHILDREN'S ACC 374864	\$16.99	T
72 - CHILDREN'S ACC 373332	\$19.99	T
72 - CHILDREN'S ACC 369068	\$19.99	T
72 - CHILDREN'S ACC 358732	\$16.99	T
72 - CHILDREN'S ACC 358739	\$16.99	T
72 - CHILDREN'S ACC 387359	\$14.99	T
72 - CHILDREN'S ACC 369024	\$19.99	T
72 - CHILDREN'S ACC 358725	\$16.99	T
72 - CHILDREN'S ACC 358732	\$16.99	T

Subtotal	\$264.85
NC 7.000% Sales Tax	\$18.54

Total	\$283.39
-------	----------

VISA	\$283.39
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TRANSACTION RECORD

*****4213
PURCHASE
EXPIRES **/** CHIP
AUTH# 009985
AID A0000000031010
APPLICATION LABEL VISA CREDIT
Signature Captured
175693 136449 08-09-2023 13:36:42
APPROVED

Change	\$0.00
--------	--------

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Sold Item Count = 15



080626 8 245 08/09/2023 13:33:06 1235

Customer Copy

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Pender County Request for Board action

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: September 5, 2023

SUBJECT: Approval of a Purchase Order to Axon Enterprises, Inc. in the Amount of \$44,437.20 for the Lease of the Tasers. This will be year 5 lease payment.

SUMMARY:

The Pender County Sheriff's Office deputies use tasers while on duty. Most of the tasers are in need of replacement due to everyday wear and tear or expiration. This lease will take the funds that we currently have and align those with the first year cost (~10% Total Contract Value -TCV) of the Axon program. The lease will then spread the difference of the first year across years 2-5 into 4 equal annual payments, giving a flat operating cost for budgeting. Should any budget in the out years not be approved and appropriated, the Axon Contract includes a non-appropriations clause which would release the County from the contract. Having deployed this solution to 1,000's of agencies across the nation, they have never seen a governing body pull our technology off of the officers and vehicles. This solution will also future-proof Pender County as you would not incur a capitol expense for BWC hardware again since you would be receiving new body-cams every 30 months and 60 months.

TASER 7 Hardware Purchase Plan - \$480 per year, per CEW: This breaks down the cost of the weapon, holster, rechargeable battery, charging dock, and CEW [Evidence.com](https://www.evidence.com) software access into 5 annual payments. The CEWs, rechargeable batteries, and charging dock are covered on a 5-year No-Questions-Asked Warranty. If a warranted product breaks for any reason in the five years, we fix it or send you a new one.

TASER 7 Certification Add-On Plan - \$240 per year, per Officer/Deputy: Supplies the agency with 8 training cartridges per year, per officer and *unlimited* field-use cartridge replacements over the 5 years. This allows you to budget your Taser training/consumables with 100% certainty. Also, the "al la carte" price of (8) Taser7 training cartridges in 2019 is \$304.00 (\$38 per cartridge). The Certification Plan will therefore save Pender County \$3840 each year (\$19,200 total) in training cartridge

expenses, and from there Pender County will not need to pay for replacement duty-use cartridges.

In addition to the savings, Pender County also receives:

1. Free inert simulation cartridges
 2. 1 Free H.A.L.T Simulation Suit (\$750 value)
 3. Free Access to our Virtual Reality Use-of-Force Training Content.
 4. Spare Rechargeable Batteries
 5. 1 Free Instructor Course Attendance per year (\$495 value per class)
- 1 Free Master Instructor Course Attendance per year (\$1495 value per class)

Staff truly believe that this is the best platform for Pender County to move forward with and get the Deputies the technology they need.

These funds will come out of account 510-404500.
These funds were budgeted for in Fiscal Year 23-24.

ACTION REQUESTED:

Approval of a Purchase Order to Axon Enterprises, Inc. in the Amount of \$44,437.20 for the Lease of the Tasers. This will be year 5 lease payment.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-210209-43587.903KW

Issued: 05/02/2019

Quote Expiration: 06/15/2019

Account Number: 187670

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Eric Wallen
Pender County Sheriff's Office - NC
605 E FREEMONT ST
BURGAU, NC 28425
US

BILL TO

Pender County Sheriff's Office - NC
PO BOX 1449
BURGAU, NC 28425
US

SALES REPRESENTATIVE

Kevin Watson
Phone: 480-463-2203
Email: kwatson@axon.com
Fax: 4804632203

PRIMARY CONTACT

Eric Wallen
Phone: (910) 259-1212
Email: eric.wallen@pendersheriff.com

Year 1 - T7 Basic

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
20141	TASER 7 EVIDENCE.COM LICENSE	1	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	60	0.00	0.00	0.00
Hardware					
20008	TASER 7 HANDLE, HIGH VISIBILITY, CLASS 3R	60	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	60	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	1	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	72	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	72	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	58	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	2	0.00	0.00	0.00
74200	DOCK AND CORE, TASER 7	1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	0.00	0.00	0.00
Other					
20143	TASER 7 BASIC PLUS HANDLE PLAN	60	0.00	0.00	0.00
20082	TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 1 PAYMENT	60	480.00	31.67	1,900.20

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Year 1 - T7 Basic (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services					
85147	CEW STARTER	1	2,750.00	2,749.80	2,749.80
				Subtotal	4,650.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	4,650.00

Certification Add-on

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	60	0.00	0.00	0.00
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	120	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	120	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	120	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	120	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	120	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	120	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	20	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	20	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	25	38.00	38.00	950.00
Other					
20145	TASER 7 CERTIFICATION PLAN ADD-ON PLAN	60	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	0.00	0.00	0.00
20147	AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00

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Certification Add-on (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)					
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	60	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20094	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 1 PAYMENT	60	240.00	240.00	14,400.00
				Subtotal	15,350.00
				Estimated Tax	0.00
				Total	15,350.00

Year 1 - Trade in credit

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20156	TASER 7 TRADE-IN TASER 60 PREMIUM	20	0.00	0.00	0.00
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	40	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	120	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	120	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	120	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	120	0.00	0.00	0.00
Other					
20083	TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 2 PAYMENT	60	480.00	500.62	30,037.20
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00

Year 2 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)					
20095	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 2 PAYMENT	60	240.00	240.00	14,400.00
Subtotal					44,437.20
Estimated Tax					0.00
Total					44,437.20

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	120	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	120	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	120	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	120	0.00	0.00	0.00
Other					
20084	TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 3 PAYMENT	60	480.00	500.62	30,037.20
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20096	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 3 PAYMENT	60	240.00	240.00	14,400.00
Subtotal					44,437.20
Estimated Tax					0.00
Total					44,437.20

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	120	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	120	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	120	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	120	0.00	0.00	0.00

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Year 4 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20085	TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 4 PAYMENT	60	480.00	500.62	30,037.20
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20097	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 4 PAYMENT	60	240.00	240.00	14,400.00
Subtotal					44,437.20
Estimated Tax					0.00
Total					44,437.20

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	120	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	120	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	120	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	120	0.00	0.00	0.00
Other					
20086	TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 5 PAYMENT	60	480.00	500.62	30,037.20
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20098	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 5 PAYMENT	60	240.00	240.00	14,400.00
Subtotal					44,437.20
Estimated Tax					0.00
Total					44,437.20

Grand Total 197,748.80

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Discounts (USD)

Quote Expiration: 06/15/2019

List Amount	219,700.00
Discounts	21,951.20
Total	197,748.80

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1 - T7 Basic	4,650.00
Certification Add-on	15,350.00
Year 1 - Trade in credit	0.00
Year 2	44,437.20
Year 3	44,437.20
Year 4	44,437.20
Year 5	44,437.20
Grand Total	197,748.80

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Notes

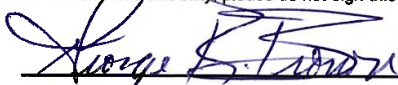
The parties agree that Axon is granting a credit of \$136.00 (applied to Year 1 Payment) for trade-in of CEW hardware. This credit is based on a ship date range of 6/1/2019-6/15/2019, resulting in a 7/1/2019 contract start date. Any change in this ship date and resulting contract start date will result in modification of this credit value which may result in additional fees due to or from Axon.

Execution of this quote will terminate contracts associated with Q-78218 (executed contract #00008281) with Axon and will start a new 60 month contract.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:



Date:

6-17-2019

Name (Print):

George R. Brown

Title:

Chairman

PO# (Or write
N/A):

Please sign and email to Kevin Watson at kwatson@axon.com or fax to 4804632203

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-210209-43587.903KW

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Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Kenneth Keel
DATE: September 5, 2023
SUBJECT: Approval of Resolution to Adopt 2022 Local Water Supply Plan

SUMMARY:

An update to the Local Water Supply Plan document is required annually by the NC Department of Environmental Quality. The plan is a compilation of water system information and tracks water sources and usage for the system to ensure that the system is planning for the future.

Upon NCDEQ's approval of the plan, adoption of the document is required by the water system's governing board. PCU's 2022 LWSP was recently approved by DEQ, and they have requested adoption by the Board.

ACTION REQUESTED:

Approve Resolution to Adopt the 2022 Local Water Supply Plan for PCU

ATTACHMENTS:

Resolution
2022 PCU Local Water Supply Plan
NCDEQ Approval Letter

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



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

RESOLUTION TO ADOPT 2022 LOCAL WATER SUPPLY PLAN

WHEREAS, North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for Pender County Utilities has been developed and submitted to the Pender County Board of Commissioners for approval; and

WHEREAS, the Pender County Board of Commissioners finds that the 2022 Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (I) and that it will provide appropriate guidance for the future management of water supplies for Pender County Utilities, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Pender County Board of Commissioners that the Local Water Supply Plan entitled, Pender County Utilities Local Water Supply Plan dated 2022, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Pender County Board of Commissioners intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 5th day of September, 2023..

Jacqueline A. Newton, Chair
Pender County Board of Commissioners

ATTEST:

David Andrews
Clerk to the Board

Pender County Utilities

2022 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name:	Pender County Utilities	PWSID:	70-71-011
Mailing Address:	P O Box 995 Burgaw, NC 28425	Ownership:	District
Contact Person:	Kenny Keel	Title:	Director
Phone:	910-259-0212	Cell/Mobile:	--
Secondary Contact:	Amy Cox	Phone:	910-515-6868
Mailing Address:	Burgaw, NC 28425	Cell/Mobile:	--

Complete

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Ductile Iron	2-16	5.00 %
Polyvinyl Chloride	2-16	95.00 %

What are the estimated total miles of distribution system lines? 358 Miles

How many feet of distribution lines were replaced during 2022? 0 Feet

How many feet of new water mains were added during 2022? 58,792 Feet

How many meters were replaced in 2022? 663

How old are the oldest meters in this system? 23 Year(s)

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 1,110

What is this system's finished water storage capacity? 4.0000 Million Gallons

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* No

Programs

Does this system have a program to work or flush hydrants? Yes, Quarterly

Does this system have a valve exercise program? No, As Needed

Does this system have a cross-connection program? Yes

Does this system have a program to replace meters? No

Does this system have a plumbing retrofit program? No

Does this system have an active water conservation public education program? Yes

Does this system have a leak detection program? Yes

As employees ride throughout the system they look for leaks. Quarterly the Pender County Fire Department does fire hydrant flushing.

Water Conservation

What type of rate structure is used? Uniform

How much reclaimed water does this system use? 0.0000 MGD For how many connections? 0

Does this system have a connection with another system capable of providing water in an emergency? Yes

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2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Northeast Cape Fear River (02-5)	64 %	Pender	100 %
New River (02-6)	22 %		
South River (02-4)	12 %		
Cape Fear River (02-3)	2 %		

What was the year-round population served in 2022? 25,908

Has this system acquired another system since last report? No

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	9,908	1.1945	0	0.0000
Commercial	432	0.2069	0	0.0000
Industrial	8	0.0167	0	0.0000
Institutional	11	0.0158	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.0500 MGD

Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Belvedere	04-71-111	0.0000	0				No		Emergency
Topsail Beach	04-71-020	0.0000	0				No		Emergency
Town of Burgaw	04-71-010	0.0000	0				No		Emergency
Town of Surf City	04-71-015	0.0000	0				No		Emergency
Town of Wallace	04-31-010	0.0000	0				No		Emergency

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	1.6979		May	2.2177		Sep	2.3117	
Feb	1.6621		Jun	2.3213		Oct	2.1162	
Mar	1.7021		Jul	2.2911		Nov	1.9304	
Apr	1.8673		Aug	2.3920		Dec	1.8501	



Ground Water Sources

Name or Number	Average Daily Withdrawal (MGD)	Max Day Withdrawal (MGD)	12-Hour Supply (MGD)	CUA Reduction	Year Offline	Use Type
Well #4 Kiwanis	0.2566	174	0.2520			Regular
well #6 Annex	0.2716	203	0.2520			Regular

Ground Water Sources (continued)

Name or Number	Well Depth (Feet)	Casing Depth (Feet)	Screen Depth (Feet)	Well Diameter (Inches)	Pump Intake Depth (Feet)	Metered?
Well #4 Kiwanis	287	257	257	8	185	Yes
well #6 Annex	237	207	207	8	185	Yes

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Are ground water levels monitored? Yes, As Needed

Does this system have a wellhead protection program? Yes

Water Purchases From Other Systems

Seller	PWSID	Average Daily Purchased (MGD)	Days Used	Contract		Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
				MGD	Expiration			
Lower Cape Fear Water and Sewer Authority	50-09-013	1.5619	365	6.0000	2029	Yes	48,54	Regular
Town of Wallace	04-31-010	0.6527	145	1.2000	2040	Yes	2-10	Regular

Inter-Basin Transfer Certificate for 14.5 MGD was received on October 19, 2018. The contract is with the Lower Cape Fear Water & Sewer Authority.

Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
Pender County Utilities SWTP	4.0000	Yes	Yes	Purchase Raw water from LCFWASA - Cape Fear River

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2022? No

If yes, was any water conservation implemented? No

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2022? No

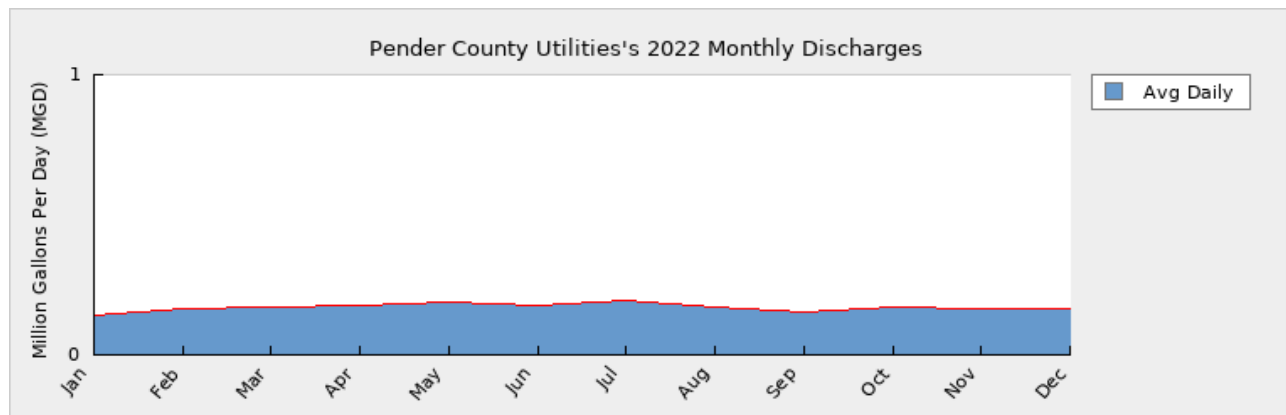
If yes, was any water conservation implemented? No

Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? No

4. Wastewater Information

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.1400	May	0.1903	Sep	0.1554
Feb	0.1654	Jun	0.1764	Oct	0.1693
Mar	0.1719	Jul	0.1961	Nov	0.1651
Apr	0.1771	Aug	0.1706	Dec	0.1664



How many sewer connections does this system have? 38

How many water service connections with septic systems does this system have? 9,035

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

Wastewater Permits

Permit Number	Type	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NC0081736	WWTP	0.5000	0.5000	0.1342	0.2600	Cape Fear River	Cape Fear River (02-3)

WQ0020849	CS	0.2500	0.2500	0.0000	Cape Fear River	Cape Fear River (02-3)
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Wastewater collected under permit WQ0020849 is accounted for through the interconnection with CFPUA.

Wastewater Interconnections

Water System	PWSID	Type	Average Daily Amount		Contract Maximum (MGD)
			MGD	Days Used	
Cape Fear Public Utility Authority	04-65-010	Discharging	0.0361	365	0.2500

5. Planning

Projections

	2022	2030	2040	2050	2060	2070
Year-Round Population	25,908	28,751	32,747	36,817	41,392	46,536
Seasonal Population	0	0	0	0	0	0
Residential	1.1945	1.3255	1.5097	1.6973	1.9082	2.1453
Commercial	0.2069	0.2296	0.2615	0.2940	0.3305	0.3716
Industrial	0.0167	0.0167	0.0167	0.0167	0.0167	0.0167
Institutional	0.0158	0.0175	0.0200	0.0225	0.0252	0.0284
System Process	0.0500	0.0555	0.0632	0.0711	0.0800	0.0899
Unaccounted-for	0.6107	0.6769	0.7701	0.8649	0.9715	1.0914

Future Water Sales

Purchaser	PWSID	MGD	Contract		Pipe Size(s) (Inches)	Use Type
			Year Begin	Year End		
Belvedere	04-71-111	0.2000	2025	2039		Regular
Belvedere	04-71-111	0.3000	2040	2049		Regular
Burgaw	04-71-010	0.1000	2030	2039		Regular
Burgaw	04-71-010	0.7000	2040			Regular
Surf City	04-71-015	0.4000	2050			Regular
Surf City	04-71-015	0.3000	2040	2049		Regular
Surf City	04-71-015	0.1000	2030	2039		Regular
Topsail Beach	04-71-020	0.1000	2030			Regular
Wallace	04-31-010	0.1000	2030	2039		Regular
Wallace	04-31-010	0.3000	2040			Regular

Future water sales are based on Pender County IBT approval.

Demand v/s Percent of Supply

	2022	2030	2040	2050	2060	2070
Surface Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Ground Water Supply	0.5040	0.5040	0.5040	0.5040	0.5040	0.5040
Purchases	7.2000	7.2000	7.2000	7.2000	7.2000	7.2000
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	7.7040	7.7040	7.7040	7.7040	7.7040	7.7040
Service Area Demand	2.0946	2.3217	2.6412	2.9665	3.3321	3.7433
Sales	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Sales		0.6000	1.7000	1.5000	1.5000	1.5000
Total Demand (MGD)	2.0946	2.9217	4.3412	4.4665	4.8321	5.2433
Demand as Percent of Supply	27%	38%	56%	58%	63%	68%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita

water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is **46** gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs?

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above? The demand-to-supply ratio in the Lower Cape Fear Water and Sewer Authority (LCFWSA)- Kings Bluff Local Water Supply Plan (LWSP) is currently above 80% because the available raw water supply is fully allocated to the existing customers and partners (i.e., Brunswick County, Cape Fear Public Utility Authority, and Pender County). Based on a 7Q10 calculation, the total available supply for the system is 106 MGD at Lock & Dam No.1. Even so, the currently projected demands of all partners-- when totaled-- remain below 80% of the available raw water supply for the foreseeable future (i.e., 2050). Furthermore, all the partners have agreed not to exceed the demands currently projected in their LWSP, without notice to NCDWR, even though these amounts may remain less than what LCFWSA - King's Bluff is obligated to supply ration in the LCFWSA King's Bluff LWSP exceeds 80%, a long-term water supply plan to address future demands would be needed, per statutory requirements, before NCDWR could approve the LWSP.

Additional Information

Has this system participated in regional water supply or water use planning? Yes, Yes, with (6) other local water purveyors as Co-Applicants, Pender County Utilities was able to secure a 14.5 MGD IBT Certificate on October 19, 2018.

What major water supply reports or studies were used for planning? Environmental Assessment and Hydrologic Modeling.

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

RICHARD E. ROGERS, JR.
Director



NORTH CAROLINA
Environmental Quality

7/18/2023

Kenny Keel, Director
Pender County Utilities
P O Box 995
Burgaw, NC 28425

Subject: LWSP Meets Minimum Criteria
Pender County Utilities
PWSID 70-71-011
Pender County

Dear Kenny Keel,

This letter is to notify you that our staff has reviewed the information contained in the 2022 Local Water Supply Plan (LWSP) update submitted by your office. Since all the required information is complete, the LWSP for Pender County Utilities hereby meets the minimum criteria established in North Carolina General Statute 143-355 (l).

Your water system's 2022 LWSP is now viewable online from the LWSP website found at https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/search.php. The plan has been made available after our best efforts to screen any errors. As a final check, please review and report any mistakes or omissions to the review engineer. Unless notified otherwise, the Division of Water Resources considers your 2022 LWSP complete.

The 2022 LWSP must next be adopted by your water system's governing board; a model LWSP resolution is available online on the right side of the page in the Forms and Docs section at: https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/learn.php. A copy of the signed resolution must be submitted to Linwood Peele, Water Supply Planning Section Supervisor, at the address printed at the bottom of this letter. The LWSP cannot be considered compliant with the requirements of NCGS 143-355(l) until an adopted resolution is received.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Vardry E. Austin at vardry.austin@deq.nc.gov or (919)707-9002, or Linwood Peele at linwood.peele@deq.nc.gov or (919) 707-9024 if we can be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Karen Higgins".

Karen Higgins, Planning Section Chief
Division of Water Resources, NCDEQ



North Carolina Department of Environmental Quality | Division of Water Resources
512 North Salisbury Street | 1611 Mail Service Center | Raleigh, North Carolina 27699-1611
919 707 9000



Pender County Request Board Approval

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: September 5, 2023

SUBJECT: Approval of Purchase Order for the purchase of 2023 Dodge Charger from Performance Auto in the of amount of \$50,004.67.

SUMMARY:

Pender County Sheriff's Office is requesting approval of a Purchase Order for Performance Auto for the purchase of a 2023 Dodge Charger Pursuit, 5.7L Hemi V-8 RWD in the amount of \$50,004.67. This amount includes the upfit of the vehicle at Batteries of NC.

The price is on North Carolina State Contract.

These funds were budgeted for in FY 23. Funds will come from account 510-407403.

ACTION REQUESTED:

Approval of Purchase Order for the purchase of 2023 Dodge Charger from Performance Auto in the of amount of \$50,004.67.

Batteries of NC & S.W.S. LLC

81 Medical Drive
Angier, NC 27501
(919) 331-0241
www.batteriesofnc.com

**Estimate****ADDRESS**

Pender County Sheriff's Office
P.O Box 1449
Burgaw, NC 28425

SHIP TO

Pender County Sheriff's Office
605 E FREMONT ST
BURGAW, NC 28425-5115 US

ESTIMATE**24479****DATE****08/18/2023****SALES REP****Jessie**

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	*****Equipment Only*****			
Non-Inventory	2023 Dodge Charger Light Bar Package with Grpahics	1	0.00	0.00T
Non-Inventory Item - Strobe Lights	Federal Signal 44" Integrity Dual Color Light Bar Package Blue/White in Front and Blue/Amber in Rear with Pathfinder Siren, Speaker and Bracket with Rumbler	1	3,195.00	3,195.00T
PF200R	Part Number: PF200R Federal Signal Pathfinder with Rumbler Capability Remote Head	1	0.00	0.00T
ES100C	Part Number: ES100C Federal Signal DynaMax Siren and Speaker	1	0.00	0.00T
ESB-CHGR15	Part Number: ESB-CHGR15 Federal Signal Dodge Charger Speaker Bracket	1	0.00	0.00T
EXPMOD24	Part Number: EXPMOD24 Federal Signal 24-Channel Expansion Module	1	0.00	0.00T
OBD-CABLE25-DGCAN	Part Number: OBD-CABLE25-DGCAN Federal Signal OBDII Interface Cable for Dodge	1	0.00	0.00T
RBKIT2	Part Number: RBKIT2 Federal Signal Dual Rumbler Woofer for Use With Pathfinder Siren	1	0.00	0.00T
RB-CHGR15	Part Number: RB-CHGR15 Federal Signal Rumbler Bracket for Dodge Charger	1	0.00	0.00T
MPS62U-BW	Part Number: MPS62U-BW Federal Signal MicroPulse Ultra Dual Color 12-LED Light Head Blue/White ****Front Grill and Bumper for Intersection ****	4	95.00	380.00T
MPS62U-BA	Part Number: MPS62U-BA Federal Signal MicroPulse Ultra Dual Color 12-LED Light Head Blue/Amber ****Rear License Plate****	2	95.00	190.00T

Returns: 30 Days to return merchandise. Returns within the 30 days will have a 25% restocking fee. Special Order are Non-Returnable.

C-VS-0909-CHGR-PM-2	Part Number: C-VS-0909-CHGR-PM-2 Havis Vehicle-Specific 18" Angled Console With Internal PockJet 8 Printer Mount For 2021-2023 Dodge Charger Police	1	473.60	473.60T
CUP2-1001	Part Number: CUP2-1001 Havis Self-Adjusting Double Cup Holder (4")	1	42.88	42.88T
C-AP-0325-1	Part Number: C-AP-0325-1 Havis 3" Accessory Pocket, 2.5" Deep (3")	1	32.64	32.64T
C-ARM-103	Part Number: C-ARM-103 Havis Armrest for Top Mount, Console, Large Pad	1	116.48	116.48T
C-HDM-204	Part Number: C-HDM-204 Havis 8.5" Heavy-Duty Telescoping Pole, Side Mount, Short Handle	1	147.20	147.20T
C-MD-112	Part Number: C-MD-112 Havis 11" Slide Out Locking Swing Arm with Motion Adapter	1	234.88	234.88T
DS-DELL-426	Part Number: DS-DELL-426 Havis Docking Station For Dell 5430, 7330, 5420, 5424 & 7424 Notebooks With Standard Port Replication & LIND Power Supply	1	643.63	643.63T
C-LP2-USB-BL2	Part Number: C-LP2-USB-BL2 Havis Console Accessory Bracket With 2 Lighter Plug Outlets, 1 USB-C & USB Type A Dual Port Charger And 2 Blanks For Rectangular Accessories (2")	1	99.84	99.84T
C-MCB	Part Number: C-MCB Havis Mic Clip Bracket	2	12.16	24.32T
MMBP	Part Number: MMBP Magnetic Mic Clip	2	39.00	78.00T
WK0513CGR11	Part Number: WK0513CGR11 Setina Window Barrier S Steel Vertical	1	195.30	195.30T
1K0573CGR11P	Part Number: 1K0573CGR11P Setina #6S Single Prisoner Transport- Coated Poly Window Stock Seat	1	860.30	860.30T
TK1189CGR11	Part Number: TK1189CGR11 Setina Trunk Tray Aluminum	1	342.30	342.30T
GK0068E	Part Number: GK0068E Setina Single T Rail Mount 1080E Blac-Rac Weapons Mount System	1	566.30	566.30T
GK10251STHK	Part Number: GK10251STHK Setina Single T-Rail Trunk Tray Mount Small, Handcuff Key Override	1	216.30	216.30T
78104	Part Number: 78104 Streamlight Stinger 2020 Rechargeable Flashlight with 12V DC Charger	1	150.00	150.00T
488756	Part Number: 488756 Tessco Laird 806-866 MHZ Phantom Elite 3/4 Hole	1	35.00	35.00T
391637	Part Number: 391637 Tessco Brass 3/4 Hole Permanent Mount 25' Cable	1	29.35	29.35T
Shipping, Delivery, Freight	Shipping Charges Will Apply	1	495.00	495.00T
Shop Supplies	Shop Supplies	1	300.00	300.00T
Inside Labor	Graphiic Package	1	1,395.00	1,395.00T
Inside Labor	Installation of Equipment Listed Above on Dodge Charger	1	2,095.00	2,095.00T

Returns: 30 Days to return merchandise. Returns within the 30 days will have a 25% restocking fee. Special Order are Non-Returnable.

Sales Tax	Sales Tax calculated by AvaTax on Fri 18 Aug 16:44:19 UTC 2023	1	832.86	832.86
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	SUBTOTAL		13,171.18
	TAX (0%)		0.00
	TOTAL		\$13,171.18

Accepted By

Accepted Date



Pender County
August 7, 2023, BOCC Meeting Minutes

TO: Board of County Commissioners
FROM: Alexis Stanfield
DATE: September 5, 2023
SUBJECT: August 7, 2023, BOCC Meeting Minutes

SUMMARY:

Attached are the August 7, 2023, BOCC Meeting Minutes.

ACTION REQUESTED:

Approval of the August 7, 2023, BOCC Meeting Minutes.



MINUTES
Board of County Commissioners Meeting
Monday, August 7, 2023 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: Jacqueline A. Newton
Fred McCoy
Jerry Groves
George Brad

MEMBERS ABSENT: Wendy Fletcher-Hardee

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

1 CALL TO ORDER

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

2 INVOCATION

2.1 Commissioner McCoy gave the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Commissioner Groves lead the Pledge of Allegiance.

4 ADOPTION OF AGENDA

4.1 Before adopting the agenda, Commissioner McCoy corrected the minutes on item 9.1.B from the June 19th meeting and item 9.7 from the July 10th BOCC meeting. Commissioner McCoy then made a motion to adopt the agenda with the changes.

Moved by Fred McCoy, seconded by Jerry Groves

Commissioner McCoy made a motion to adopt the agenda with the

changes. Commissioner Groves seconded the motion. Motion carried.

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

CARRIED.

5 PUBLIC HEARING

6 PUBLIC INFORMATION

7 PUBLIC COMMENT FOR AGENDA ITEMS

8 CONSENT AGENDA

- 8.1 Approval of a Purchase Order to T&H Construction of NC for Water & Sewer Emergency Repairs for FY24: \$85,000
- 8.2 Approval of Purchase Order to Evoqua for Odor Control in FY24
- 8.3 Approval of Purchase Order to Clayton Homes for Maple Hill Wastewater Treatment Plant Office
- 8.4 Approval of Purchase Order to Professional Mail Services for Printing, Mailing, and Postage Services of PCU Monthly Water & Sewer Bills for FY24
- 8.5 Approval of Budget Ordinance Amendment to Adjust Revenues for the Water Plant Generator Project Fund 83 and Wastewater Plant Berm Project Fund 88
- 8.6 Approve a Purchase Order/Sole Source for Mitchell 1 for FY24
- 8.7 Approval to carryover PO # 305 to W.E. Newton, Jr. for 100 tons ABC DOT for County Asset Containment Lot in the amount of \$4,910.00
- 8.8 Approval to carryover PO # 509 to Southern Touch Painting & Maintenance Inc to Paint in AG Building in the amount of \$13,000.00
- 8.9 Approval to carryover PO # 517 to Watkins' Floor Covering, Inc. for flooring in the AG Building in the amount of \$26,670.89
- 8.10 Approval to carryover PO # 560 to Bryan's Heating & Air for HVAC at Howard Holly Building in the amount of \$19,941.52.

- 8.11 Approve a Purchase Order/Sole Source for Zesus Plus Data Plan
- 8.12 Approve a Purchase Order/Sole Source for Consolidated Laundry
- 8.13 Approval of Purchase Order for GFL for Pender County facilities Solid Waste Disposal & Hauling Services for FY 24
- 8.14 Approval of Sole Source vendor VFIS of North Carolina.
- 8.15 Approval of Sole Source vendor of the Knox Company.
- 8.16 Approval of Purchase Order and Renewal of Avineon 3-year Contract for GIS and Annual Maintenance in the amount of \$12,150.00 per year.
- 8.17 Approval of a Purchase Order to SHI for Computer Replacement in the amount of \$235,196.60.
- 8.18 Approval to carryover Purchase Order (PO #550) from FY23 to Custom Controls Unlimited for \$10800.00.
- 8.19 Requesting approval of Donation (of 36' Silver Ships Boat) from Surplus Military Property Program at no Cost to the County
- 8.20 Approval of a Purchase Orders to NC Department of Corrections for \$75,000 and US Food Services for \$75,000.
- 8.21 Approval to accept North Carolina Governor's Highway Safety Program Traffic Safety grant award in the amount of \$33,783.00.
- 8.22 Approval of Purchase Order/Sole Source to Correctional Behavioral Health for the Jail Inmate Mental Health Services in the amount of \$21,000.00
- 8.23 Approval of Purchase Order for Motorola Solutions for the yearly service agreement on the 911 center radio console system in the amount of \$64,327.10.
- 8.24 Approval of Purchase Order Seegar's Fence
- 8.25 Approval of Purchase Order for mowers
- 8.26 Carryover Purchase Orders for Parks and Recreation
- 8.27 Motor Vehicle Release and Refunds
- 8.28 June 16, 2023, BOCC Special Meeting Minutes
- 8.29 June 19, 2023, BOCC Meeting Minutes
- 8.30 July 10, 2023, BOCC Meeting Minutes

Moved by Brad George, seconded by Fred McCoy

*Commissioner George made a motion to approve the consent agenda.
Commissioner Groves seconded the motion. Motion carried.*

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

CARRIED.

9 APPROVALS AND RESOLUTIONS

9.1 Resolution and Letter of Support for the Wilmington Urban Area Metropolitan Planning Organization's grant application for a Resilience Improvement Plan

Daniel Adams, Planning Director, introduced Abby Lorenzo with WMPO to present this item. The WMPO is seeking a resolution and letter of support for their grant application for a Resilience Improvement Plan to be submitted to the United States Department of Transportation's Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (also known as PROTECT). The goal is to develop a resilience improvement plan for the WMPO area. Vanessa Lacer, Greer Shivers from the WMPO were present at the meeting and available for questions from the Board. Ms. Shivers informed the Board there are currently no projects identified that would be affected. Ms. Shivers also clarified for the Board that the 1.4 billion dollars would be the total amount for the entire protect discretionary program, WMPO would be requesting \$1 million to develop this plan.

Moved by Brad George, seconded by Fred McCoy

*Commissioner George made a motion to approve the item.
Commissioner McCoy seconded the motion.*

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

CARRIED.

- 9.2 Resolution Authorizing Approval of Burgaw Pyrotechnic Display on December 31, 2023, in Accordance with North Carolina General Statute 14-413.

Tommy Batson, EM Director, presented the item. The Town of Burgaw is requesting the Board allow a firework display on December 31, 2023, at Burgaw Middle School. The Board did not have any questions.

Moved by Fred McCoy, seconded by Jerry Groves

*Commissioner McCoy made a motion to approve the item.
Commissioner Groves seconded the motion.*

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

CARRIED.

- 9.3 Resolution of support for the NCDOT Rail Division's Corridor Identification and Development Program application for the Wilmington to Raleigh corridor

Daniel Adams, Planning Director, presented the item. NCDOT is serving as the applicant for 12 corridors within the state that will be submitted to the Federal Railroad Administration for their Corridor Identification and Development Program. This particular corridor would run from Wilmington to Raleigh, cutting through Pender County. Adams informed the Board WMPO is in support of this program and their board has adopted a resolution supporting the efforts. Commissioner McCoy stated his support. Adams answered any questions the Board had.

Moved by Fred McCoy, seconded by Jerry Groves

Commissioner McCoy made a motion to approve the Resolution of support for the NCDOT Rail Division's Corridor Identification and Development Program application for the Wilmington to Raleigh corridor. Commissioner Groves seconded the motion.

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

CARRIED.

9.4 Proposed Gifts and Donations Policy

Patrick Buffkin, Staff Attorney, presented the Proposed Gifts and Donations Policy. This is a follow up item from the November 21, 2022, meeting. The policy proposes donors *or* staff fill out a form for the gift or donation and staff will look over it to decide if it is appropriate for the County to accept. If staff approve it, it will be presented to the Board of County Commissioners, and they will give the final decision on approving or denying the gift/donation. There are many categories that outline gifts and donations the County would not accept. The policy does not apply to gifts/donations under \$100. Buffkin went through the entire policy thoroughly and answered any questions from the Board.

Moved by Brad George, seconded by Fred McCoy

*Commissioner George made a motion to approve the policy.
Commissioner McCoy seconded the motion.*

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

CARRIED.

9.5 Refund/Release Requests

Melissa Radke, Tax Administrator, presented to the Board the refund and release requests. This is statutorily required for amounts over \$100. Chair Newton requested Radke not state the taxpayers' names for the

sake of privacy. There are three valid reasons for a refund/release request: clerical error, illegal tax, and tax levied for illegal purpose. According to the court of appeals, to qualify as a clerical error under G.S. 105 -381 the tax office's error "must ordinarily be apparent on the face of the instrument," "must be capable of being corrected by reference to the record only" and must produce an unintended result. Radke present five requests to the Board:

Request One:

Citizen turned in 2023 tax appeal form requesting a refund of tax years 2019-2022 "for being overtaxed due to error in reporting of data made by the company who conducted the 2019 assessment." The property, at the 2019 reappraisal, was listed as having a finished room over the garage. After reviewing her 2023 property tax appeal, she does not have a finished room over her garage which caused the heated square footage difference she initially appealed for. The property record has been corrected for the 2023 tax year going forward. The Tax Office recommended deny the request since it did not meet any requirements.

Commissioner George made a motion to approve the Tax Office's recommendation and deny the request. Commissioner McCoy seconded the motion. Commissioner Groves was against the motion. Motion carried.

Request Two:

Citizen contacted Tax Office about a boat that was no longer owned by the citizen. Tax records indicate the citizen has delinquent taxes remaining due on this boat for tax years 2017 through 2021. Since the boat was not removed from the possession of the citizen or from the location in Pender County until after January 1st, 2018, the citizen has acknowledged she will remain liable for these delinquent taxes. The citizen is requesting a release of the tax bill liability for tax years 2019, 2020 and 2021. Tax Office recommended to approve the release from the tax years 2019, 2020, 2021 and 2022.

Commissioner George made a motion to approve the Tax Office's recommendation and approve the request. Commissioner McCoy seconded the motion. Motion carried.

Request Three

Citizen sent in an appeal for the 2023 tax year stating her home was not a 2-story home. After physical inspection and review it was determined the home is in fact only a 1 story home. The square footage was corrected at the appeal for the 2023 tax year going forward. The citizen is requesting a refund for tax years 2019 through 2022 for the "overpayment" due to the "overstatement" of square footage. It is the recommendation of the Tax Office to deny the request for refund since the reason for request does not meet any of the three statutory reasons

for a valid release or refund.

Commissioner George made a motion to approve the Tax Office's recommendation and deny the request. Commissioner McCoy seconded the motion. Commissioner Groves was against the motion. Motion carried.

Request Four:

Citizen sent in an appeal for the 2023 tax year stating we had too much square footage on her home. After physical inspection and review it was determined that the measurements of the home did not take into account her cathedral ceilings in turn showing 555 square foot excess. The square footage has been adjusted and corrected for the 2023 tax year going forward. The citizen is requesting a refund from tax years 2019 through 2022 due to this "overstatement" of square footage resulting in an "overcharge on her taxes". It is the recommendation of the Tax Office to deny the request for refund since the reason for request does not meet any of the three statutory reasons for a valid release or refund.

Commissioner George made a motion to approve the Tax Office's recommendation and deny the request. Commissioner McCoy seconded the motion. Commissioner Groves was against the motion. Motion carried.

Request Five:

Citizen brought to our attention in June after the listing period had ended that she has had her 2016 Nautic Global 2000 Boat listed in New Hanover County since 2017. It has been listed in Pender County since 2017 as well. She was able to provide proof of the New Hanover listing as well as providing proof that they have been paid in New Hanover County. We also have been provided documentation showing it is the same boat listed here that was listed in N.H County. The 2017, 2018 and 2020 taxes here in Pender have been paid in full. 2019 and 2021 taxes remain unpaid. The citizen is requesting a refund for tax years 2017, 2018 and 2020 while requesting a release for tax years 2019 and 2020 for the unpaid taxes. It is the recommendation of the Tax Office to approve the release of tax years 2019 and 2021 as well as approve the refund for tax years 2017, 2018 and 2020 since this boat was not sitused in Pender County and was taxed and paid in New Hanover County for all of these years which still all qualify under the

statutes guidelines for the number of years allowable to be refunded.
Commissioner George made a motion to approve the Tax Office's recommendation and approve the request. Commissioner McCoy seconded the motion. Motion carried.

10 DISCUSSION

11 APPOINTMENTS

12 MAPLE HILL WATER AND SEWER DISTRICT

13 ROCKY POINT WATER AND SEWER DISTRICT

14 SCOTTS HILL WATER AND SEWER DISTRICT

15 MOORES CREEK WATER AND SEWER DISTRICT

16 CENTRAL PENDER WATER AND SEWER DISTRICT

17 PENDER COUNTY BOARD OF HEALTH

18 SOCIAL SERVICES BOARD

19 PUBLIC COMMENT

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

21 CLOSED SESSION (IF APPLICABLE).

Moved by Fred McCoy, seconded by Jerry Groves

*Motion to go into Closed Session at 5:26pm as per NCGS 143-318.11(3)
attorney client, (4) Economic Development, (5) land acquisition, (6) personnel.*

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

CARRIED.

22 ADJOURNMENT

Moved by Brad George, seconded by Fred McCoy

Commissioner George made a motion to adjourn the meeting. Commissioner McCoy seconded the motion. The meeting was adjourned at 7:10PM.

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

CARRIED.



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Susan Barnhill
DATE: September 5, 2023
SUBJECT: Second approval of revisions to the Solid Waste Ordinance to include criminal penalties

SUMMARY:

The Solid Waste Ordinance (chapter 26) was originally adopted in 1992 and has not been substantively updated since 2000. New problems in administering solid waste disposal have come up and staff recommends a comprehensive update. With the help of our Staff Attorney, Patrick Buffkin, we have made a few important changes to the Ordinance that were voted on and approved by the Board of Commissioners on August 21, 2023.

This second request is mandated by the state. S.L. 2021-138 requires that any ordinance that includes a criminal penalty be voted on twice at two different meetings. Since approved on August 21, 2023, we are back for a second vote today, September 5, 2023.

ACTION REQUESTED:

A second vote to allow criminal penalties in Chapter 26 of the Pender County Code of Ordinances.

ATTACHMENTS:

Resolution Adopting Revisions to Ch26 Ordinance

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 Adopting a Wholesale Revision to
Articles I and II of Chapter 26 of the Pender County Code of Ordinances Regulating the
Handling and Disposal of Solid Waste in the Unincorporated Areas of the County**

WHEREAS, the Pender County Code of Ordinances, Chapter 26, regulates the storage, collection, transportation, use, disposal, and other disposition of solid wastes in the unincorporated areas of the County as authorized pursuant to N.C. Gen. Stat. § 153A-136; and

WHEREAS, Chapter 26 of the Pender County Code of Ordinances has not been substantively updated since it was last amended in 2000; and

WHEREAS, the Pender County Board of Commissioners finds that it is necessary and appropriate to adopt a wholesale revision to Chapter 26 of the Pender County Code of Ordinances to update Pender County's regulation of solid wastes consistent with that authority granted pursuant to N.C. Gen. Stat. § 153A-136; and

WHEREAS, the Pender County Board of Commissioners finds that it is necessary and appropriate to adopt revisions to Chapter 26 of the Pender County Code of Ordinances to comply with the provisions of S.L. 2021-138.

**NOW, THEREFORE, THE PENDER COUNTY BOARD OF COMMISSIONERS
RESOLVES THAT:**

1. The ordinance revision included in the Board of Commissioners' meeting agenda packet for the regular Board meeting of August 21 and September 5 in the nature of a wholesale revision to Chapter 26, Articles I and II, shall be and the same is hereby, enacted;
2. The current provisions of Chapter 26, Articles I and II, shall be and the same are hereby repealed; and
3. The ordinance revisions enacted by this resolution shall be effective on October 1, 2023.

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

Jacqueline A. Newton,
Chair of the Board of Commissioners

ATTEST: _____

P.O. Box 5, 805 South Walker Street, Burgaw, N.C. 28425

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



David Andrews,
Clerk to the Board of Commissioners

P.O. Box 5, 805 South Walker Street, Burgaw, N.C. 28425



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



Pender County Motor Vehicle Releases and Refunds

TO: Board of County Commissioners
FROM: Melissa Radke
DATE: September 5, 2023
SUBJECT: Motor Vehicle Releases and Refunds

SUMMARY:

This list includes all motor vehicle refund and releases processed through the NCVTS system with DMV. These refunds and releases result from prorations of tax due to the return of a NC license plate to the DMV office (usually for vehicles/trailers that have been sold, totaled, gifted to new owner, wrong situs address, approved for exemption, etc). NC DMV has also approved these refunds, Board action allows Pender County to issue checks back to the owner.

The refunds and releases shown are recommended for approval by the Pender County Tax Office.

ACTION REQUESTED:

Approve the NC motor vehicle release and refunds shown.

RELEASES OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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2022	ANDREWS, KENT HARDY	285447492	109.97	SOLD
2022	BURNS, ANTWAIN C	283821600	485.97	MILTRY EXEMPT
2022	DAVIS, CLYDE OTIS JR	377806308	167.48	SITUS
2022	HANANIA, JACOB MALONE	283946331	151.01	MILTRY EXEMPT
2022	HEATWOLE, KENLEIGH BROOKE	380266772	167.40	SOLD
2022	LONGO, DAVID PETER	285324624	424.78	SOLD
2023	NORTON, WILLIAM KYLE	284135514	122.39	MILTRY EXEMPT
2022	POLK, LUCAS MCCAIN	285785028	182.90	MILTRY EXEMPT
2022	QUINLIVEN, PETER MELVIN	283822401	587.01	SOLD
2022	RICE, LINDA MARY	284135658	141.35	OUT OF STATE
2023	ROGERS, LAUREN GRANTHAM	378847364	113.37	SITUS
2022	RUTTER, ROBERT PLYMPTON JR	285049206	235.09	MILTRY EXEMPT
2022	WILLIAMS, PATRICIA MIZERAK	284383302	208.90	SOLD

TOTAL REFUNDS OVER \$100			\$3,097.62	
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RELEASES UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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2021	BINKO, RANDY ALLAN	284135760	14.57	OUT OF STATE
2022	BLAND, JILL BOOTH	285048987	53.62	MILTRY EXEMPT
2022	BLAND, JILL BOOTH	285048972	78.90	MILTRY EXEMPT
2022	COTTON, JENNIFER LENNON	283836693	48.35	DESTROYED
2022	DAIL, JANET RIVENBARK	283486236	7.55	ADJSTD VALUE
2022	DIAL, JAMES EARL JR	283821501	15.77	SOLD
2022	DOUGLAS, RYAN M	283836381	48.56	SOLD
2022	DRAPER, ROBERT SCOTT	285049482	8.78	ADJSTD VALUE
2022	ELLIS, DANIEL RICHARD	285784857	51.34	SOLD
2021	HUDSON, STEPHEN JEINTJE	284041737	24.40	DESTROYED
2022	JOHNSON, KENDALL LEE	285198843	22.53	ADJSTD VALUE
2022	LIVINGOOD, ANGELA SMITH	283821624	59.60	SOLD
2021	MORALES, LEA MARIE	283472238	45.33	SOLD
2022	NOLAND, ADAM BRANDON	284368086	53.87	DESTROYED
2022	PEELER, JOHN WILBURN	380595968	43.88	SITUS
2022	PEELER, JOHN WILBURN	380595980	10.25	SITUS
2023	PORTER, JOHN EDWIN JR	285324747	33.67	ADJSTD VALUE
2022	RICE, LINDA MARY	284135634	71.38	OUT OF STATE
2022	RODRIGUEZ, JOSHUA BENJAMIN	285785130	6.74	OUT OF STATE
2022	RODRIGUEZ, RACHEL GLASGOW	285785112	8.69	OUT OF STATE
2022	RODRIGUEZ, RACHEL GLASGOW	285785124	43.32	OUT OF STATE
2023	ROGERS, GEOFFREY BROOKS	378847356	2.57	SITUS
2023	ROGERS, GEOFFREY BROOKS	378847436	32.10	ADJSTD VALUE
2022	WILLIAMS, PATRICIA MIZERAK	284383299	62.67	DESTROYED

TOTAL REFUNDS UNDER \$100	\$848.44
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TOTAL OF ALL RELEASES	NONE
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TOTAL OF ALL REFUNDS	\$3,946.06
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Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Erik Harvey

DATE: September 5, 2023

SUBJECT: Approval of a Purchase Order to Software House International (SHI) for Manage Engine's IT Service Management Annual Software Licensing Renewal in the amount of \$81,347.71.

SUMMARY:

Pender County Government utilizes Manage Engine's IT Service Management software is a comprehensive IT Service Desk software that combines asset management and help-desk functionalities in a single platform. It is designed to help IT staff and end-users get complete visibility of IT issues in their workplace and manage them accordingly in the most efficient manner possible. The suite consists of the following modules; Mobile Device Management, Analytics, AD Audit, Active Directory Management, AD Self-Service, OS Imaging & Deployment, Application/Software Deployment, Project Mgmt, Patch Mgmt, Inventory, Purchasing, Request, Problem, Knowledgebase, Incident Mgmt, Problem Mgmt, Change Mgmt, Release Mgmt, IT Project Mgmt, Service Catalog, Asset Mgmt, CMDB, Remote Control, and USB Device Mgmt. Specifically, this renewal ensures that the County has access to the latest version of software upgrades and technical support.

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

Software House International: \$81,347.71

Softchoice: \$89,952.18

ZOHO (Manage Engine): \$87,558.00

ACTION REQUESTED:

To approve a Purchase Order to Software House International for Manage Engine's IT Service Management Annual Software Licensing Renewal in the amount of \$81,347.71. This expenditure has been budgeted in the FY 23-24 Budget Ordinance and will be taken from the following line item:

IT Contracted Services: 445-404500



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

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

Quote	Q-1591998
Date	24-Jul-2023

Quote

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

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

Quote Prepared For Connie Rivenbark
County of Pender
Phone: 910-259-1260
Email: crivenbark@pendercountync.gov

Quote Sent By Emmet Kilkenney
emmet.kilkenney@softchoice.com
Phone: 7042741578
Fax:

Comments

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Unit Price	Extended Price
2000028057	87046.6S	ManageEngine ADManager Plus Professional Edition - Subscription Model - Annual subscription fee	1	Upfront	24-Jul-2023	23-Jul-2024	\$6,639.00	\$6,639.00
2000145050	88005.0SD1	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual Subscription fee	1	Upfront	24-Jul-2023	23-Jul-2024	\$1,265.00	\$1,265.00
2000682834	88005.0SWS5	ManageEngine ADAudit Plus - subscription license (1 year)	1	Upfront	24-Jul-2023	23-Jul-2024	\$4,000.00	\$4,000.00

2000647455	88005.0SW3	MANAGEENGINE ADAUDIT PLUS PROFESSIONAL EDITION - SUBSCRIPTION MODEL - ANNUAL SUBSCRIPTION FEE	1	Upfront	24-Jul-2023	23-Jul-2024	\$1,020.00	\$1,020.00
2000919352	67215.5S.0SW 3	MANAGEENGINE ADSELFERVICE PLUS PROFESSIONAL EDITION - SUBSCRIPTION MODEL - ANNUAL SUBSCRIPTION FEE FOR 500 DOMAIN USERS	1	Upfront	24-Jul-2023	23-Jul-2024	\$1,230.00	\$1,230.00
2000919353	42101.0S1.0S W3	MANAGEENGINE ANALYTICS PLUS PROFESSIONAL EDITION - SUBSCRIPTION MODEL - ANNUAL SUBSCRIPTION FEE FOR BASE PACK (2 USERS INCLUDED)	1	Upfront	24-Jul-2023	23-Jul-2024	\$2,460.00	\$2,460.00
2000638178	42101.0S3	MANAGEENGINE ANALYTICS PLUS PROFESSIONAL EDITION - SUBSCRIPTION MODEL - ANNUAL SUBSCRIPTION FEE	1	Upfront	24-Jul-2023	23-Jul-2024	\$1,755.00	\$1,755.00
2000638179	42101.0SD2	MANAGEENGINE ANALYTICS PLUS PROFESSIONAL EDITION - SUBSCRIPTION MODEL - ANNUAL SUBSCRIPTION FEE	1	Upfront	24-Jul-2023	23-Jul-2024	\$925.00	\$925.00
2000192525	14819.5S	ManageEngine Password Manager Pro Enterprise Edition - Subscription Model - Annual Subscription fee for 10 Administrators (unrestricted resources and users) and 25 Keys	1	Upfront	24-Jul-2023	23-Jul-2024	\$2,055.00	\$2,055.00
2000327410	46269.31S	ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - Annual Subscription fee for Technicians	1	Upfront	24-Jul-2023	23-Jul-2024	\$13,470.00	\$13,470.00

2000015423	65001.13S	MANAGEENGINE LOG360 STANDARD EDITION - SUBSCRIPTION MODEL - ANNUAL SUBSCRIPTION FEE FOR 75 DEVICES	1	Upfront	24-Jul-2023	23-Jul-2024	\$2,830.00	\$2,830.00
2000015411	65002.11S	MANAGEENGINE LOG360 STANDARD EDITION - SUBSCRIPTION MODEL - ANNUAL SUBSCRIPTION FEE	1	Upfront	24-Jul-2023	23-Jul-2024	\$430.00	\$430.00
2000229686	65005.0SW3	MANAGEENGINE LOG360 STANDARD EDITION - SUBSCRIPTION MODEL - ANNUAL SUBSCRIPTION FEE FOR 850 WORKSTATIONS	1	Upfront	24-Jul-2023	23-Jul-2024	\$1,540.00	\$1,540.00
2000019463	65005.0SDC2	MANAGEENGINE LOG360 STANDARD EDITION - SUBSCRIPTION MODEL - ANNUAL SUBSCRIPTION FEE	1	Upfront	24-Jul-2023	23-Jul-2024	\$1,845.00	\$1,845.00
2000919354	65005.0SNA14	MANAGEENGINE LOG360 - SUBSCRIPTION LICENSE (1 YEAR) - 5 SYNOLOGY NAS SERVERS/NETAPP FILERS/EMC FILE SERVERS - WIN	1	Upfront	24-Jul-2023	23-Jul-2024	\$2,255.00	\$2,255.00
2000919355	65005.0STN2	MANAGEENGINE LOG360 - SUBSCRIPTION LICENSE (1 YEAR) - 2 OFFICE 365 TENANTS - WIN	1	Upfront	24-Jul-2023	23-Jul-2024	\$975.00	\$975.00
2000693268	65005.0SWS5	ManageEngine Log360 Windows Event Log Management - subscription license (1 year) - 100 servers	1	Upfront	24-Jul-2023	23-Jul-2024	\$3,075.00	\$3,075.00

2000645283	65005.0SUEBA	SUBSCRIPTION FEE FOR MANAGEENGINE LOG360 STANDARD EDITION - SUBSCRIPTION MODEL - PER USER AND ENTITY BEHAVIOR ANALYTICS (UEBA)	1	Upfront	24-Jul-2023	23-Jul-2024	\$510.00	\$510.00
2000645282	65005.0SADR	SUBSCRIPTION FEE FOR MANAGEENGINE LOG360 STANDARD EDITION - SUBSCRIPTION MODEL - ACTIVE DIRECTORY REPORTING	1	Upfront	24-Jul-2023	23-Jul-2024	\$510.00	\$510.00
2000724582	65005.0SATA	MANAGEENGINE LOG360 STANDARD EDITION - SUBSCRIPTION MODEL - ANNUAL SUBSCRIPTION FEE FOR ADVANCED THREAT ANALYTICS	1	Upfront	24-Jul-2023	23-Jul-2024	\$510.00	\$510.00
2000167509	85511.0S5	Annual subscription fee for ManageEngine Desktop Central UEM Edition - Subscription Model	1	Upfront	24-Jul-2023	23-Jul-2024	\$14,725.00	\$14,725.00
2000189648	85510.0SU4	ManageEngine Endpoint Central Enterprise Edition - Subscription Model - Annual Subscription fee	1	Upfront	24-Jul-2023	23-Jul-2024	\$2,910.00	\$2,910.00
2000651150	85510.0SE55	ManageEngine Endpoint Central Enterprise Edition - Subscription Model - Endpoint Security - Annual subscription fee	1	Upfront	24-Jul-2023	23-Jul-2024	\$8,040.00	\$8,040.00
2000028957	85510.0SSG	ManageEngine Endpoint Central Enterprise(Distributed) Edition - Subscription Model - Annual Subscription fee for Secure Gateway Server - Zoho	1	Upfront	24-Jul-2023	23-Jul-2024	\$355.00	\$355.00

2000661304	707012.5S3	ManageEngine OpManager Plus - subscription license (1 year)	1	Upfront	24-Jul-2023	23-Jul-2024	\$5,880.00	\$5,880.00
2000919356	707012.5SU3	MANAGEENGINE OPMANAGER PLUS - SUBSCRIPTION LICENSE (1 YEAR) - 5 USERS - LINUX, WIN	1	Upfront	24-Jul-2023	23-Jul-2024	\$245.00	\$245.00
SUBTOTAL								\$81,454.00
DELIVERY: Ground - 3 to 5 days								\$0.00
State Tax								\$3,869.10
Local Tax								\$1,629.08
All currency in this quote is in (USD).								TOTAL
								\$86,952.18

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

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

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

Signature :

Name :

Title :

Date :

PO# : {{PO_es_::signer1}}



Pricing Proposal
Quotation #: 23824386
Created On: 8/15/2023
Valid Until: 8/31/2023

NC-County of Pender

Connie Rivenbark

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

Inside Account Executive

Mike Zimmerman

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

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ManageEngine Endpoint Central UEM Edition - Subscription Model - Annual Subscription fee for 1500 devices(End Points) and Single Technician License ZOHO Corporation - Part#: 85511.0S6 Coverage Term: 8/23/2023 – 8/22/2024	1	\$16,912.97	\$16,912.97
2 ManageEngine Endpoint Central UEM Edition - Subscription Model - Annual Subscription fee for Additional 18 Technician ZOHO Corporation - Part#: 85510.0SU5 Coverage Term: 8/23/2023 – 8/22/2024	1	\$2,927.19	\$2,927.19
3 ManageEngine Endpoint Central UEM Edition - Subscription Model - Annual Subscription fee for 1500 Workstations - Endpoint Security Addon ZOHO Corporation - Part#: 85510.0SES6 Coverage Term: 8/23/2023 – 8/22/2024	1	\$9,230.83	\$9,230.83
4 ManageEngine Endpoint Central UEM Edition - Subscription Model - Annual Subscription fee for Secure Gateway Server ZOHO Corporation - Part#: 85510.0SSG Coverage Term: 8/23/2023 – 8/22/2024	1	\$341.41	\$341.41
5 ManageEngine ServiceDesk Plus Enterprise Edition - Subscription Model Annual Subscription fee for 16 Technicians (2000 nodes) ZOHO Corporation - Part#: 46269.31S Coverage Term: 8/23/2023 – 8/22/2024	1	\$12,018.49	\$12,018.49
6 ManageEngine PasswordManager Pro Enterprise Edition - Subscription Model Annual Subscription fee for 6 Administrators (unrestricted resources and users) and 25 Keys ZOHO Corporation - Part#: 14819.5S Coverage Term: 8/23/2023 – 8/22/2024	1	\$2,372.03	\$2,372.03
7 ManageEngine ADManager Plus Professional Edition - Subscription Model Annual subscription fee for 2 Domain (Unrestricted Objects) with 13 help desk Technician ZOHO Corporation - Part#: 87046.6S Coverage Term: 8/23/2023 – 8/22/2024	1	\$6,640.10	\$6,640.10

8	ManageEngine Analytics Plus Professional Edition - Subscription Model Annual subscription fee for Base Pack (2 users included) ZOHOCorporation - Part#: 42101.0S1 Coverage Term: 8/23/2023 – 8/22/2024	1	\$2,370.05	\$2,370.05
9	ManageEngine Analytics Plus Professional Edition Annual subscription fee for Additional 10 users ZOHOCorporation - Part#: 42101.0S4 Coverage Term: 8/23/2023 – 8/22/2024	1	\$2,083.07	\$2,083.07
10	ManageEngine Analytics Plus Professional Edition Annual subscription fee for 10 Concurrent Guests pack ZOHOCorporation - Part#: 42101.0SD2 Coverage Term: 8/23/2023 – 8/22/2024	1	\$885.68	\$885.68
11	ManageEngine ADSelfService Plus Professional Edition- Subscription ModelAnnual Subscription Fee For 500 Domain Users ZOHOCorporation - Part#: 67215.5S Coverage Term: 8/23/2023 – 8/22/2024	1	\$1,182.55	\$1,182.55
12	ManageEngine ADSelfService Plus Add-On - Subscription ModelAnnual Subscription Fee For Failover and Secure Gateway Services ZOHOCorporation - Part#: 6705.5SEE	1	\$390.89	\$390.89
13	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual Subscription fee for 6 Domain Controllers ZOHOCorporation - Part#: 88005.0SD1 Coverage Term: 8/23/2023 – 8/22/2024	1	\$2,013.80	\$2,013.80
14	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual subscription fee for 150 Windows Servers ZOHOCorporation - Part#: 88005.0SWS5 Coverage Term: 8/23/2023 – 8/22/2024	1	\$3,854.43	\$3,854.43
15	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual Subscription Fee for 850 Workstations ZOHOCorporation - Part#: 88005.0SW3 Coverage Term: 8/23/2023 – 8/22/2024	1	\$1,523.96	\$1,523.96
16	ManageEngine Log360 Standard Edition - Subscription Model - Annual subscription fee for 150 Devices ZOHOCorporation - Part#: 65001.14S Coverage Term: 10/20/2023 – 10/19/2024	1	\$4,217.60	\$4,217.60
17	ManageEngine Log360 Standard Edition - Subscription Model - Annual subscription fee for 7 Application Sources ZOHOCorporation - Part#: 65002.11S Coverage Term: 10/20/2023 – 10/19/2024	1	\$411.67	\$411.67
18	ManageEngine Log360 Standard Edition - Subscription Model - Annual subscription fee for 825 Workstations ZOHOCorporation - Part#: 65005.0SW3 Coverage Term: 10/20/2023 – 10/19/2024	1	\$1,481.41	\$1,481.41
19	ManageEngine Log360 Standard Edition - Subscription Model - Annual subscription fee for 5 MS SQL Server ZOHOCorporation - Part#: 65005.5SSQL2 Coverage Term: 10/20/2023 – 10/19/2024	1	\$935.16	\$935.16

20	ManageEngine Log360 Standard Edition - Subscription Model - Annual subscription fee for Advanced Threat Analytics ZOHO Corporation - Part#: 65005.0SATA Coverage Term: 10/20/2023 – 10/19/2024	1	\$489.84	\$489.84
21	Annual subscription fee for per User and Entity Behavior Analytics (UEBA) ZOHO Corporation - Part#: 65005.0SUEBA Coverage Term: 10/20/2023 – 10/19/2024	1	\$489.84	\$489.84
22	Annual subscription fee for Active Directory Reporting ZOHO Corporation - Part#: 65005.0SADR Coverage Term: 10/20/2023 – 10/19/2024	1	\$489.84	\$489.84
23	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual Subscription fee for 6 Domain Controllers ZOHO Corporation - Part#: 88005.0SD2 Coverage Term: 10/20/2023 – 10/19/2024	1	\$2,013.80	\$2,013.80
24	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual subscription fee for 100 Windows Servers ZOHO Corporation - Part#: 88005.0SWS5 Coverage Term: 10/20/2023 – 10/19/2024	1	\$2,963.80	\$2,963.80
25	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual subscription fee for 5 Synology NAS Server (or) NetApp Filer (or) EMC File Server ZOHO Corporation - Part#: 88005.0SEM14 Coverage Term: 10/20/2023 – 10/19/2024	1	\$2,172.14	\$2,172.14
26	Annual subscription fee for 2 Azure AD/M365 Tenants ZOHO Corporation - Part#: 65005.0STN2 Coverage Term: 10/20/2023 – 10/19/2024	1	\$935.16	\$935.16
			Subtotal	\$81,347.71
			Total	\$81,347.71

Additional Comments

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

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

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
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The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

Zoho Corp is pleased to provide a price quote for ManageEngine products. You can see the pricing model in the table below.

ManageEngine Pricing

28 July 2023

Part Number	Product	No of License(s)	Amount in \$
85511.0S6	ManageEngine Endpoint Central UEM Edition - Subscription Model - Annual Subscription fee for 1500 devices(End Points) and Single Technician License Valid till 2024-08-22	1	17091.00
85510.0SU5	ManageEngine Endpoint Central UEM Edition - Subscription Model - Annual Subscription fee for Additional 18 Technician Valid till 2024-08-22	1	2958.00
85510.0SES6	ManageEngine Endpoint Central UEM Edition - Subscription Model - Annual Subscription fee for 1500 Workstations - Endpoint Security Addon Valid till 2024-08-22	1	9328.00
85510.0SSG	ManageEngine Endpoint Central UEM Edition - Subscription Model - Annual Subscription fee for Secure Gateway Server Valid till 2024-08-22	1	345.00
46269.31S	ManageEngine ServiceDesk Plus Enterprise Edition - Subscription Model Annual Subscription fee for 21 Technicians (2000 nodes) Valid till 2024-08-22	1	13500.00
14819.5S	ManageEngine PasswordManager Pro Enterprise Edition - Subscription Model Annual Subscription fee for 6 Administrators (unrestricted resources and users) and 25 Keys Valid till 2024-08-22	1	2397.00
87046.6S	ManageEngine ADManager Plus Professional Edition - Subscription Model Annual subscription fee for 2 Domain (Unrestricted Objects) with 13 help desk Technician Valid till 2024-08-22	1	6710.00
42101.0S1	ManageEngine Analytics Plus Professional Edition - Subscription Model Annual	1	2395.00

	subscription fee for Base Pack (2 users included) Valid till 2024-08-22		
42101.OS4	ManageEngine Analytics Plus Professional Edition Annual subscription fee for Additional 10 users Valid till 2024-08-22	1	2105.00
42101.OSD2	ManageEngine Analytics Plus Professional Edition Annual subscription fee for 10 Concurrent Guests pack Valid till 2024-08-22	1	895.00
67215.5S	ManageEngine ADSelfService Plus Professional Edition- Subscription Model Annual Subscription Fee For 500 Domain Users Valid till 2024-08-22	1	1195.00
6705.5SEE	ManageEngine ADSelfService Plus Add-On - Subscription Model Annual Subscription Fee For Failover and Secure Gateway Services	1	395.00
88005.OSD1	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual Subscription fee for 6 Domain Controllers Valid till 2024-08-22	1	2035.00
88005.OSWS5	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual subscription fee for 150 Windows Servers Valid till 2024-08-22	1	3895.00
88005.OSW3	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual Subscription Fee for 850 Workstations Valid till 2024-08-22	1	1540.00
707012.5S3	ManageEngine OpManager Plus - Subscription Model - Annual subscription fee for 300 Devices Pack with 9 Users Valid till 2024-08-22	1	5999.00
65001.14S	ManageEngine Log360 Standard Edition - Subscription Model - Annual subscription fee for 150 Devices Valid till 2024-10-19	1	4262.00
65002.11S	ManageEngine Log360 Standard Edition - Subscription Model - Annual subscription fee for 7 Application Sources Valid till 2024-10-19	1	416.00
65005.OSW3	ManageEngine Log360 Standard Edition - Subscription Model - Annual subscription fee for 825 Workstations Valid till 2024-10-19	1	1497.00
65005.5SQL2	ManageEngine Log360 Standard Edition - Subscription Model - Annual subscription fee		945.00

	for 5 MS SQL Server Valid till 2024-10-19		
65005.0SATA	ManageEngine Log360 Standard Edition - Subscription Model - Annual subscription fee for Advanced Threat Analytics Valid till 2024-10-19		495.00
65005.0SUEBA	Annual subscription fee for per User and Entity Behavior Analytics (UEBA) Valid till 2024-10-19		495.00
65005.0SADR	Annual subscription fee for Active Directory Reporting Valid till 2024-10-19		495.00
88005.0SD2	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual Subscription fee for 6 Domain Controllers Valid till 2024-10-19		2035.00
88005.0SWS5	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual subscription fee for 100 Windows Servers Valid till 2024-10-19		2995.00
88005.0SEM14	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual subscription fee for 5 Synology NAS Server (or) NetApp Filer (or) EMC File Server Valid till 2024-10-19		2195.00
65005.0STN2	Annual subscription fee for 2 Azure AD/M365 Tenants Valid till 2024-10-19		945.00
Total : 89,558.00			
Special One-Time Discount : -2,000.00			
Net Amount :\$87,558.00			

Terms & Conditions

1.Validity

Prices are open for acceptance until 30 days from the date of offer. Please reconfirm the prices after the expiration date or before sending your Purchase Order.

2. Payment Terms

Net 30 Days.

3. Payment Mode

a.You can purchase through our online store (or) I can send you a customized link to purchase through a credit card.

b.Please issue Purchase Order via email **rajesh.g@manageengine.com** along with the end user email address.

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c.Please mention the Accounts Payable contacts in the PO.

d.Zoho Corp accepts payment by valid company check or wire transfer. Please contact Zoho Corp for wire transfer particulars.

Submit your Purchase Order to:

Rajesh kumar G
E-mail: rajesh.g@manageengine.com

Sincerely,

Rajesh Kumar G
Sales Coordinator

ZOHO Corp. 4141 Hacienda Drive Pleasanton, CA 94588 USA



Pender County Request For Board Action

TO: Board of County Commissioners
FROM: Tom Hedrick
DATE: September 5, 2023
SUBJECT: Approval of a Purchase Order for a 2024 Ford Bronco Sport to
Performance Ford for \$31,890.24

SUMMARY:

This request is for the purchase of a 2024 Ford Bronco Sport on State Contract from Performance Ford. This is a budgeted replacement for a vehicle #4009. Funds were budgeted in FY24 from 069-407403 Capital Outlay-Vehicle

ACTION REQUESTED:

Approval of a purchase order to Performance Ford in the amount of \$31,890.24.

ATTACHMENTS:

Vehicle quote

2024 Bronco Sport 4wd, Big Bend Trim

North Carolina Statewide Vehicle Contract #202100002

Contract Term Dates: May 10, 2021 - Nov 30, 2023

Base Vehicle Configuration

1.5L EcoBoost	☒	R9B-200A	2024 BRONCO SPORT, BIG BEND 4WD 1.5L ECO	\$ 31,890.24
---------------	-------------------------------------	----------	--	--------------

Code	Factory Options	MSRP	6% Disc
☒ 996	1.5L EcoBoost with Auto Start/Stop	STD	STD
☒ 448	8 Speed Automatic Transmission	STD	STD
☐ 96B	Convenience Package	\$ 1,785	\$ 1,677.90
☐ 67G	Black Appearance Package	\$ 1,750	\$ 1,645.00
☐ 64M	18" Aluminum Black Painted Wheels	\$ 715	\$ 672.10
☐ 17B	Power Moonroof <i>(Requires 96B)</i>	\$ 920	\$ 864.80
☐ 53B	Class II Trailer Tow Package	\$ 590	\$ 554.60
☐ 41H	Engine Block Heater	\$ 100	\$ 94.00
☒ 153	Front License Plate Bracket	N/C	N/C
☐ 90A	Cargo Management System	\$ 195	\$ 183.30
☐ 66B	Rear Seat Rubberized Seat Back	\$ 95	\$ 89.30
☐ 50B	Floor Liners Front and Rear	\$ 200	\$ 188.00
☐ 18B	Reverse Sensing System	\$ 215	\$ 202.10
☐ 51B	Cargo Area Mat	\$ 130	\$ 122.20
Seat - Interior Color			
☐ QH	Ebony (Black)	N/C	N/C
☒ QV	Medium Dark Slate (Grey)	N/C	N/C

Standard Colors:			Quantity
☒ YZ	Oxford White		1.00
☐ BE	Atlas Blue Metallic		
☐ FA	Eruption Green Metallic		
☐ G1	Shadow Black		
☐ JS	Iconic Silver Metallic		
☐ M7	Carbonized Grey Metallic		
☐ NE	Cactus Gray		
☐ VA	Desert Sand		

Enter Quantity Here

Dealer Installed Items		
☐		
☐		
Total Price Per Vehicle: \$ 31,890.24		

Number Units This Spec:	1.00
Total this Order: \$	31,890.24

Notes & Instructions:	Quote Date: 8/2/2023

Agency Information:

Agency Name: Pender County

Contact: Tom Hedrick

Position: Water Plant Superintendent

Address 1: 210 S Bennett St

Address 2:

City, State, Zip: Burgaw, NC 28425

Office Phone: 910-663-3638

Cell Phone: 910-663-3638

Email: thedrick@pendercountync.gov

Fax:

FIN Code:

GPC Info:

Dianne Nelms
Government & Fleet Sales
 605 Warsaw Road
 Clinton, North Carolina 28328
dnelms@ramclinton.com
 (910) 214-2956 Cell















Pender County Request Board Approval

TO: Board of County Commissioners
FROM: Carolyn Moser
DATE: September 5, 2023
SUBJECT: Approval of a Budget Amendment to move revenues in the amount of \$4,240.74 to expenditures.

SUMMARY:

On July 9, 2023, the Pender County Health Department lost power from a lightning strike damaging an AC Unit and to a storage refrigerator that contained vaccine for more than 9 hours. The state recommended that 42 doses of Heplisav-B vaccine should be disposed from the power failure. A check was received from a joint insurance claim with Sedgwick Claims Management filed in the amount of \$7,392.74. The Health Department's insurance claim came to a total of \$4,240.74 of the \$7,392.74. The Health Department is requesting approval of a Budget Amendment to move \$4,240.74 into expenditure line 900052-404600 to replace the vaccines from revenue line 11-320017.

ACTION REQUESTED:

Approve a Budget Amendment to move revenues in the amount of \$4,240.74 into expenditure line to replace vaccine.

Donna Ramos

From: Andy Devane
Sent: Tuesday, July 18, 2023 7:46 AM
To: Troy W. Moore; Jeremy M. Drummond; Donna Ramos
Cc: Angela Miller; Margaret Blue; Allen Vann
Subject: FW: [External]4A2307JYLW5-0001 - PENDER COUNTY - 07/09/2023

Good morning,

It looks like they processed the claim and have approved it minus our deductible. Please let me know if you have any questions about this one.

Thanks

Andy Devane | Asset Manager
Pender County Finance Office
805 S. Walker St. Burgaw, NC 28425
(910) 259-1467 P | 910-259-1574 F | 910-512-1270 C
adevane@pendercountync.gov



From: Clingenpeel, Jacob <Jacob.Clingenpeel@sedgwick.com>
Sent: Tuesday, July 18, 2023 7:29 AM
To: Andy Devane <adevane@pendercountync.gov>
Subject: [External]4A2307JYLW5-0001 - PENDER COUNTY - 07/09/2023

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.

Good morning,

I am in receipt of a claim for the AC unit that was damaged and caused vaccines to spoil. I have reviewed the estimate and lost vaccines (42 @ 100.97/dose) less sales tax and \$1000 deductible for a net payment of \$7392.74.

Thank you and have a great day

Jacob Clingenpeel | Liability Claims Associate
Sedgwick Claims Management Services, Inc.
DIRECT 704.423.1042
EMAIL jacob.clingenpeel@sedgwick.com
www.sedgwick.com | Caring countsSM

Any personal data acquired, processed or shared by us will be lawfully processed in line with applicable data protection legislation. If you have any questions regarding how we process personal data refer to our [Privacy Notice](#). Any communication including this email and files/attachments transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If this message has been sent to you in error, you must not copy, distribute or

Sedgwick Claims Management Services, Inc
P O Box 14436
Lexington, KY 40512-4436



PENDER COUNTY
PO BOX 1578
BURGAU NC 28425

DATE	CHECK AMOUNT	CHECK NUMBER
07/19/2023	7,392.74	136298990
PAYEE	TAX ID	
PENDER COUNTY	None	
SCMS UNIT	PAGE	
184 Sedgwick Claims Management Services, Inc	01 of 01	

Claimant Name	Loss Date	Claim Number
PENDER COUNTY	07/09/2023	4A2307JYLW5-0001
Amt Paid: 7,392.74 Description: Miscellaneous Loss		
Dates: 07/18/2023 - 07/18/2023 Comment: AC and Vaccines		

Health

RECEIVED
JUL 24 2023
PENDER COUNTY

SWK.RM.SDM.00.NP



THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK - SEE BACK FOR DETAILS

Sedgwick Claims Management Services, Inc
On behalf of
NCACC Liability and Property Pool

ORIGIN Wells Fargo Bank, N.A.
1841278

VOID AFTER 60 DAYS

DATE: 07/19/2023

136298990

62-22
311

PAY: *****SEVEN THOUSAND THREE HUNDRED NINETY TWO AND 74/100 DOLLARS

\$7,392.74

PAY TO PENDER COUNTY
THE
ORDER
OF

Sedgwick

1910869561

MEMO: _____ MP

NC Counties of Liability and P, Principal
Sedgwick Claims Management Services, Inc., Agent By:

⑈ 136298990⑈ ⑆031100225⑆ 2079950059703⑈
Page 3 of 4

Pender County Budget Ordinance Amendment

Fiscal YearFY 2023-2024

Department900052 - COMM DISEASE/TB/AIDS

Division, Program, Project, etc. Communicable Disease

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	11-320017	Insurance/Property Loss	4,240.74
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900052-404600	Medical Expense	4240.74
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues4240.74

Total Expenditures4240.74

Budget Amendment Balances when Zero.0

Prepared By:Donna Ramos

Emaildramos@pendercountync.gov



Pender County Request Board Approval

TO: Board of County Commissioners
FROM: Carolyn Moser
DATE: September 5, 2023
SUBJECT: Approval of a Budget Amendment to increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024: \$300,000

SUMMARY:

The Pender County Health Department was allocated \$300,000 in funding under the American Rescue Plan Act (ARPA). The Centers for Disease Control and Prevention funds were designated to recruit, hire, establish, expand and train a public health workforce to include school nurses and other school health professionals. The ARPA 620 Agreement Addendum provides temporary funding for the Local Health Departments to strengthen and maintain a strong and inclusive school health team (e.g., school nurse, health educator, school mental health professional, school social worker, and other school health-serving positions) to provide services to students. People in these positions will serve as members of a school-based health team, working with local school health programs to provide COVID-19 support.

The Health Department is requesting approval of a Purchase Order in the amount of \$300,000 to the Pender County Board of Education. The funding from this agreement is a pass through of funds from the Pender County Health Department to the Pender County Board of Education.

ACTION REQUESTED:

To approve the budget amendment to increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024 in the amount of \$300,000.

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

Page 1 of 5

<u>Pender County Health Department</u> Local Health Department Legal Name	<u>Whole Child Health / School, Adolescent and Child Health</u> DCFW Section/ Unit Name
<u>620 ARPA COVID-19 School Health Team Workforce</u> Activity Number and Description	<u>Jenifer Simone, (919) 218-1095, jenifer.simone@dhhs.nc.gov</u> DCFW Program Contact (name, phone number, and email)
<u>06/01/2023 – 05/31/2024</u> Service Period	<u>DCFW Program Signature</u> <u>Date</u> (only required for a negotiable Agreement Addendum)
<u>07/01/2023 – 06/30/2024</u> Payment Period	
☒ Original Agreement Addendum ☐ Agreement Addendum Revision # _____	

I. **Background:**

On March 11, 2021, the President signed into law the American Rescue Plan Act (ARPA) of 2021 (P.L. 117-2). ARPA provides additional relief to address the continued impact of the Coronavirus Disease 2019 (COVID-19) pandemic on the economy; public health; state, tribal, local, and territorial (STLT) governments; individuals; and businesses. Under ARPA, the Centers for Disease Control and Prevention (CDC) activated CDC-RFA-TP18-1802 [Cooperative Agreement for Emergency Response: Public Health Crisis Response](https://www.cdc.gov/ort/readiness/funding/covid.htm)¹ to support public health response to COVID-19. Funds from this act were designated to recruit, hire, establish, expand, train, and sustain a public health workforce, which includes school nurses and other school health professionals.

School health is a recognized component of the public health effort for the school aged population and local community. Public health and education are necessary partners in the operation of safe and healthy schools. Efforts should be taken to foster, grow and maintain the tie between public health and education in support of both COVID-19 response programs and other activities that improve population and individual health for students and school staff. In support of sustainable school health/public health programs, 25% of the state funds awarded for public health workforce development are designated to support school-based health program workforce development.

¹ <https://www.cdc.gov/ort/readiness/funding/covid.htm>

Candyn Mace 08/15/2023
Health Director Signature (use blue ink or verifiable digital signature) Date

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

Signature on this page signifies you have read and accepted all pages of this document. Template rev. August 2022
Page 2 of 11

II. Purpose:

This Agreement Addendum provides temporary funding for the Local Health Department (LHD) to strengthen and maintain a strong and inclusive school health team (e.g., school nurse, health educator, school mental health professional, school social worker, and other school health-serving positions) to provide services to students.

People in these positions will serve as members of a school-based health team, collaborating with local school health programs to provide COVID-19 response, recovery, and resiliency support in schools. These people will contribute to strengthening school health as part of a local health system ready for the next public health challenge. To achieve this, the LHD may apply these funds to support positions.

III. Scope of Work and Deliverables:

The Local Health Department (LHD) shall:

1. Support the employment of one or more school health team workforce positions (e.g., school nurse, school social worker, health educator, mental health professional) created during state fiscal years 2021-22 and 2022-23. Supporting these positions may include supplementing the salaries of current directly hired positions to improve retention, and/or supporting existing contracts for positions that fill gaps in the school-based health team to provide and support other school health program activities that foster healthy students who are in school and ready to learn.
 - a. Maintain position descriptions for the positions consistent with licensure/credentialing requirements for the position, current position descriptions on the school-based health team, and professional requirements and standards of practice. In addition to position specific work expectations, descriptions should include:
 1. COVID-19 response and recovery related engagement in student and school health/public health efforts consistent with position type supported.
 2. The provision and support of other school health program activities that foster healthy students who are in school and ready to learn.
 3. Description of how the position contributes to a strong and inclusive school health workforce.

School System of Positions	Amount of Funding Allocated
Pender County Schools	\$300,000.00

2. Adhere to the following service quality measures:

- a. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing or licensing/credentialing agency of the position type. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by the National Association of School Nurses.
- b. Services are provided in a culturally sensitive manner.
- c. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the

student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

IV. **Performance Measures / Reporting Requirements:**

1. Performance Measures:

a. Hiring

1. Supplement, employ, or contract for the employment of one or more school health team workforce positions.
2. Upload job descriptions of all team members supported in full or in part with these funds into the Smartsheet Dashboard. (The URL is listed in Paragraph 2).

2. Monthly Reporting Requirements:

Complete the following report via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>. The due dates for the report are posted on the Smartsheet dashboard.

Financial and Program Reports have been combined into one report for state fiscal year 2023-24. The report will be completed monthly during the month following the expenditure of funds. Entries will report on activity during the prior month, no later than the due date indicated on the Smartsheet Dashboard. Invoices or other documentation that support the expenditures shall be uploaded with the report and labeled with the county name at the start of the invoice title. Required deliverable activity during the prior month will be included as indicated in the report. The initial report shall note whether the position is hired directly, subcontracted with a Community-Based Organization (e.g., a professional temporary employment agency) to fulfill the function, otherwise contracted, or other.

If school nurse or school nurse extender positions are employed, activities provided by these positions shall also be reported on the 2023-24 North Carolina Annual School Health and Charter School Health Surveys in December 2023 and June 2024. The link to this report will be provided by the Regional School Health Nurse Consultant (RSHNC).

V. **Performance Monitoring and Quality Assurance:**

1. The Division of Child and Family Well-Being will monitor the Local Health Department's performance according to the following plan:
 - a. The Program Manager/RSHNC will review Smartsheet financial reports and Aid-to-Counties draw-down reports to ensure that funds are spent according to allowable use on a monthly basis.
 - b. The Program Manager/RSHNC will monitor recruitment and hiring for vacated positions through Quarterly Performance Reports including review of position descriptions uploaded to Smartsheet.
 - c. The Program Manager/RSHNC will maintain regular contact (email, phone, and on-site) with the Local Health Department to review progress on contract deliverables at least quarterly.
 - d. Deliverables, as outlined in this Agreement Addendum, will also be monitored via reported data provided through the 2023-24 North Carolina Annual School Health and Charter School Health Surveys in December 2023 and June 2024.
 - e. An annual monitoring report will be completed by the DCFW program staff at the end of the year (May 2024), and a copy made available to the Local Health Director.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Child and Family Well-Being provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division of Child and Family Well-Being receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. Allowable uses of funds include salary and fringe benefits, recruitment and hiring costs, staff development and training, IT hardware and software, equipment for the funded position needed to perform the duties of the position, office supplies, utilities costs including internet, cell phones, travel and other costs associated with support of the expanded workforce to the extent these are not included in indirect costs.
3. Upload into the Smartsheet Dashboard all receipts and invoices for drawdowns that support the allowable use expenses which include salary and fringe benefits, recruitment and hiring costs, staff development and training, IT hardware and software, equipment needed to perform the duties of the position, office supplies, utilities costs including internet, cell phones, travel and other costs associated with support of the expanded workforce.
4. Seek prior approval from DCFW program staff for any expenditure that is not consistent with allowable uses listed.
5. As the LHD is a subrecipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the “CARES Act”) (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] the LHD agrees as applicable to the award, to:
 - a. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19.
 - b. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual’s home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation).
 - c. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of

results of tests intended to detect SARS– CoV–2 or to diagnose a possible case of COVID–19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.

- d. Consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the subrecipient is expected to provide to CDC, through NC DHHS, copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing.
 - e. This award is contingent upon agreement by the subrecipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.
2. In addition to their local procurement rules/policies, the LHD shall comply with the following rules, applying the most restrictive standard where there is a difference between any of the standards:
 - a. Federal Uniform Administrative Requirements for Procurement, 45 CFR Part 75 §75.327-335, https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#se45.1.75_1326
 - b. Appendix II to Part 75—*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* may be found here for incorporation into procurement contracts: https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#ap45.1.75_1521.ii
 3. Unallowable costs:
 - a. Research
 - b. Clinical Care
 - c. Publicity and propaganda (lobbying):
 1. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - b. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
 2. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: <https://www.cdc.gov/grants/additional-requirements/ar-12.html>
 - d. All unallowable costs cited in CDC-RFA-TP18-1802 remain in effect, unless specifically amended, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

DPH-Aid-To-Counties

For Fiscal Year: 23/24

Budgetary Estimate Number : 0

Activity 620	AA	1332 535A YM		Proposed Total	New Total
Service Period		06/01-05/31	Total Allocated		
Payment Period		07/01-06/30			
01 Alamance	* 0	312,131	\$0.00	312,131	312,131
D1 Albemarle	* 0	181,466	\$0.00	181,466	181,466
02 Alexander		0	\$0.00	0	0
04 Anson		0	\$0.00	0	0
D2 Appalachian	* 0	256,385	\$0.00	256,385	256,385
07 Beaufort	* 0	324,152	\$0.00	324,152	324,152
09 Bladen		0	\$0.00	0	0
10 Brunswick	* 0	411,592	\$0.00	411,592	411,592
11 Buncombe		0	\$0.00	0	0
12 Burke		0	\$0.00	0	0
13 Cabarrus		0	\$0.00	0	0
14 Caldwell		0	\$0.00	0	0
16 Carteret		0	\$0.00	0	0
17 Caswell	* 0	138,400	\$0.00	138,400	138,400
18 Catawba		0	\$0.00	0	0
19 Chatham		0	\$0.00	0	0
20 Cherokee		0	\$0.00	0	0
22 Clay	* 0	30,338	\$0.00	30,338	30,338
23 Cleveland		0	\$0.00	0	0
24 Columbus		0	\$0.00	0	0
25 Craven		0	\$0.00	0	0
26 Cumberland		0	\$0.00	0	0
28 Dare		0	\$0.00	0	0
29 Davidson		0	\$0.00	0	0
30 Davie		0	\$0.00	0	0
31 Duplin	* 0	93,640	\$0.00	93,640	93,640
32 Durham	* 0	1,404,000	\$0.00	1,404,000	1,404,000
33 Edgecombe		0	\$0.00	0	0
D7 Foothills		0	\$0.00	0	0
34 Forsyth		0	\$0.00	0	0
35 Franklin		0	\$0.00	0	0
36 Gaston		0	\$0.00	0	0
38 Graham		0	\$0.00	0	0
D3 Gran-Vance		0	\$0.00	0	0
40 Greene		0	\$0.00	0	0
41 Guilford	* 0	718,584	\$0.00	718,584	718,584
42 Halifax		0	\$0.00	0	0
43 Harnett	* 0	77,512	\$0.00	77,512	77,512
44 Haywood		0	\$0.00	0	0

45 Henderson		0	\$0.00	0	0
47 Hoke		0	\$0.00	0	0
48 Hyde		0	\$0.00	0	0
49 Iredell		0	\$0.00	0	0
50 Jackson		0	\$0.00	0	0
51 Johnston	* 0	1,058,313	\$0.00	1,058,313	1,058,313
52 Jones	* 0	35,000	\$0.00	35,000	35,000
53 Lee		0	\$0.00	0	0
54 Lenoir		0	\$0.00	0	0
55 Lincoln		0	\$0.00	0	0
56 Macon		0	\$0.00	0	0
57 Madison		0	\$0.00	0	0
D4 M-T-W		0	\$0.00	0	0
60 Mecklenburg		0	\$0.00	0	0
62 Montgomery		0	\$0.00	0	0
63 Moore		0	\$0.00	0	0
64 Nash		0	\$0.00	0	0
65 New Hanover		0	\$0.00	0	0
66 Northampton		0	\$0.00	0	0
67 Onslow		0	\$0.00	0	0
68 Orange		0	\$0.00	0	0
69 Pamlico		0	\$0.00	0	0
71 Pender	* 0	300,000	\$0.00	300,000	300,000
73 Person		0	\$0.00	0	0
74 Pitt	* 0	497,403	\$0.00	497,403	497,403
75 Polk	* 0	159,400	\$0.00	159,400	159,400
76 Randolph		0	\$0.00	0	0
77 Richmond	* 0	64,420	\$0.00	64,420	64,420
78 Robeson		0	\$0.00	0	0
79 Rockingham		0	\$0.00	0	0
80 Rowan		0	\$0.00	0	0
82 Sampson		0	\$0.00	0	0
83 Scotland		0	\$0.00	0	0
84 Stanly		0	\$0.00	0	0
85 Stokes	* 0	34,813	\$0.00	34,813	34,813
86 Surry		0	\$0.00	0	0
87 Swain		0	\$0.00	0	0
D6 Toe River		0	\$0.00	0	0
88 Transylvania		0	\$0.00	0	0
90 Union		0	\$0.00	0	0
92 Wake		0	\$0.00	0	0
93 Warren		0	\$0.00	0	0
96 Wayne	* 0	108,000	\$0.00	108,000	108,000
97 Wilkes		0	\$0.00	0	0
98 Wilson		0	\$0.00	0	0
99 Yadkin		0	\$0.00	0	0
			\$0.00		

00 Yancey		0		0	0
Totals		6,205,549	0	6,205,549	6,205,549

Sign and Date - Entered by DCFW Program Staff DocuSigned by: <i>Marilyn Smith</i> 08/02/23 8:34 AM EDT	Sign and Date - Approved by DCFW Program Admin DocuSigned by: <i>Marcia Fort</i> 08/02/23 9:29 AM EDT
Sign and Date - Approved by DCFW Budget Admin DocuSigned by: <i>Lisa Rogers</i> 08/02/23 1:07 PM EDT	Sign and Date - Approved by DCFW Budget Sup DocuSigned by: <i>Alpina Forte</i> 08/03/23 4:58 PM EDT

FY24 - FAS Activity Nbr + Name: **620 ARPA COVID-19 School Health Team Workforce**
 federal award supplement FAS Number + Reason: **0** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.
 CFDA Nbr + Name: **93.354** Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response
 Is award R&D?: **no** FAIN: **NU90TP922192** IDC rate: **n/a** Fed awd total amt: **\$62,340,758**

Fed award project description: Cooperative Agreement for Emergency Response: Public Health Crisis Response

Fed awd date + awarding agency: 03-12-23 HHS, Centers for Disease Control and Prevention

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYU13NC5	\$ 312,131	\$ 312,131	Jackson	X7YWWY6ZP574		
Albemarle	WAAVSS1PNMK3	\$ 181,466	\$ 181,466	Johnston	SYGAGEFDHYR7	\$ 1,058,313	\$ 1,058,313
Alexander	XVEEJ3SNY7UX9			Jones	HE3NNUE27M7	\$ 35,000	\$ 35,000
Anson	PK8UYTSNJCC3			Lee	F6A8UC99JWJ5		
Appalachian	CD7BFHB8W539	\$ 256,385	\$ 256,385	Lenoir	QKUF137VPGH6		
Beaufort	RN1SXF4LXN6	\$ 324,152	\$ 324,152	Lincoln	UGGQGS5KBGJ5		
Bladen	TLCTJWDJH1H9			Macon	L1PJBC6N2LL3		
Brunswick	MJBMXLN9NJT5	\$ 411,592	\$ 411,592	Madison	YQ96F8BJYTJ9		
Buncombe	W5TCDKMLHE69			MTW	ZKK5GNNRNB56		
Burke	G855APCNL591			Mecklenburg	EZ15XL6BMM68		
Cabarrus	RDXNEJKJFU7			Montgomery	E78ZAJM3BFL3		
Caldwell	HL4FGNJNGE97			Moore	HFNSK95F57Z8		
Carteret	UC6WJ2MQMJ58			Nash	NF58K566HQM7		
Caswell	JDJ7Y7CGYC86	\$ 138,400	\$ 138,400	New Hanover	F7TLT2GMEJE1		
Catawba	GYUNA9W1NFM1			Northampton	CRA2KCAL8BA4		
Chatham	KE57QE2GV5F1			Onslow	EGE7NBXW5JS6		
Cherokee	DCEGK6HA11M5			Orange	GGFMCW9XDA53		
Clay	HYKLQVNWLLK7	\$ 30,338	\$ 30,338	Pamlico	FT59QFEAU344		
Cleveland	UWMUYMPVL483			Pender	T11BE678U9P5	\$ 300,000	\$ 300,000
Columbus	V1UAJ4L87WQ7			Person	FQ8LFJGMABJ4		
Craven	LTZ2U8LZQ214			Pitt	VZNPMLFT5R6	\$ 497,403	\$ 497,403
Cumberland	HALND8WJ3GW4			Polk	QZ6BZPGLX4Y9	\$ 159,400	\$ 159,400
Dare	ELV6JGB11QK6			Randolph	T3BUM1CVS9N5		
Davidson	C9P5MDJC7KY7			Richmond	Q63FZNTJM3M4	\$ 64,420	\$ 64,420
Davie	L8WBGLHZV239			Robeson	LKBEJQFLAAK5		
Duplin	KZN4GK5262K3	\$ 93,640	\$ 93,640	Rockingham	KGCCCHJJZZ43		
Durham	LJ5BA6U2HLM7	\$ 1,404,000	\$ 1,404,000	Rowan	GCB7UCV96NW6		
Edgecombe	MAN4LX44AD17			Sampson	WRT9CSK1KJY5		
Foothills	NGTEF2MQ8LL4			Scotland	FNVTCUQGCHM5		
Forsyth	V6BGVQ67YPY5			Stanly	U86MZUYPL7C5		
Franklin	FFKTRQCNN143			Stokes	W41TRA3NUNS1	\$ 34,813	\$ 34,813
Gaston	QKY9R8A8D5J6			Surry	FMWCTM24C9J8		
Graham	L8MAVKQJTYN7			Swain	TAE3M92L4QR4		
Granv-Vance	MGQJKK22EJB3			Toe River	JUA6GAUQ9UM1		
Greene	VCU5LD71N9U3			Transylvania	W51VGHGM8945		
Guilford	YBEQWGFJPMJ3	\$ 718,584	\$ 718,584	Union	LHMKBD4AGRJ5		
Halifax	MRL8MYNJ3Y5			Wake	FTJ2WJPLWMJ3		
Harnett	JBDCD9V41BX7	\$ 77,512	\$ 77,512	Warren	TLNAU5CNHSU5		
Haywood	DQHZEVAV95G5			Wayne	DACFHCLQKMS1	\$ 108,000	\$ 108,000
Henderson	TG5AR81JLFQ5			Wilkes	M14KKHY2NNR3		
Hoke	C1GWSADARX51			Wilson	ME2DJHMYWG55		
Hyde	T2RSYN36NN64			Yadkin	PLCDT7JFA8B1		
Iredell	XTNRLKJLA4S9			Yancey	L98MCUHKC2J8		

UEI = Unique Entity Identifier

Federal Award Reporting Requirements for Pass-Through Agencies, 2 CFR § 200.331

DCFV 02-14-23 [seg]

Pender County Budget Ordinance Amendment

Fiscal Year

FY 2023-2024

Department

900 - HEALTH DEPT

Division, Program, Project, etc. 900070 American Recovery Plan Funds

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900070-333210	American Recovery Plan Funds	300,000
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900070-404500	Contracted Services	300,000
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues300000

Total Expenditures300000

Budget Amendment Balances when Zero.0

Prepared By:Donna Ramos

Emaildramos@pendercountync.gov



Pender County Approval of Contract for 2026 Reappraisal Services with Vincent Valuations

TO: Board of County Commissioners

FROM: Melissa Radke

DATE: September 5, 2023

SUBJECT: Approval of Contract for 2026 Reappraisal Services with Vincent Valuations

SUMMARY:

On July 10, 2023, at the regular meeting of the Board of Commissioners, the Board authorized staff to initiate the RFP process to select a company to perform the reappraisal services for the next county wide reappraisal scheduled for January 1, 2026. The request for proposal was posted and only 1 company responded.

Vincent Valuations submitted a proposal for \$44 per parcel (estimated \$2,308,150 total cost). The cost includes all reappraisal related work including field review and photo collection, clerical work and data entry resulting from the field visits, assisting and participating in public relations campaigns, sales ratio study, construction cost analysis, creation and preparation of the statutorily required Uniform Schedule of Values, and includes 100 person days of appeal work. Prior reappraisals have seen current office staff having to stop their daily tasks to assist with the reappraisal process pushing the office behind in its regular duties. However, this company is all encompassing and will handle the entire workload of the reappraisal almost entirely itself causing little to no interruption of daily duties for office staff.

Vincent Valuations is currently being used by Pender County in assisting with the pick up of all the missed/incomplete permit work in the county. The company has worked in over 20 counties in North Carolina performing numerous functions including consulting work, commercial and residential appraisals, county staff training, data analysis, along with all types of county-wide mass reappraisals. They have completed or assisted with reappraisals in numerous counties over 50,000 parcels and continue to retain repeat clientele. In business since 2016, Vincent Valuations is spoken of highly by the North Carolina Department of Revenue as well as the references we spoke to and has grown to be one of the largest companies providing ad valorem appraisal to North Carolina counties. Staff found the company to be highly competent and reputable, fully capable of performing high quality work that our Pender County taxpayers and citizens deserve.

It is the recommendation of Tax Office Administration that we approve the proposal with Vincent Valuations and award this company the contract of performing the services for our upcoming 2026 reappraisal.

ACTION REQUESTED:

Approval of Contract for 2026 Reappraisal Services with Vincent Valuations

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PENDER COUNTY

INTRODUCTION August 17, 2023

VINCENT VALUATIONS



Vincent Valuations delivers accuracy in appraisal, ensuring fairness and equity.

Pender County Purchasing
Trisha Newton
Purchasing Manager
805 S Walker St
Burgaw, NC 28425

Dear Ms. Newton

Thank you for the opportunity to provide a proposal to Pender County for the 2026 General Reappraisal (Revaluation) Project.

Vincent Valuations has a respectable understanding of the requirements and needs of the County. Our expertise, services and review processes align and match the goals and expectations set forth.

Our staff has completed and assisted multiple counties with their statutory general reappraisals (revaluations). We have developed time tested methods to accurately and efficiently complete revaluations ensuring quality and that property attributes are accurately recorded and identified. It is our goal to work with the county throughout the project by learning your processes and offering any input for improvement practices that will save the county both time and money. Our staff has completed more full measure and list and walk around reappraisals in North Carolina than any other company in recent years. We are proficient in the IAS system having worked with it in Watauga, Dare, New Hanover and Pender Counties.

Our company has multiple repeat counties including Wake, Watauga, Chowan, Pamlico, Carteret and Chatham.

Vincent Valuations understands the sensitive nature of appraisal for the county and its citizens. Accuracy remains at the forefront of Vincent Valuations. We are committed to fair, equitable and accurate appraisal practice.

Vincent Valuations stands out as a firm in the industry that is well respected, educated, moral and of good standing and character as educators and implementers of accepted reappraisal applications. We are hopeful to work with Pender County, delivering on your expectations and continuing the long-standing relationship and partnership with the county.

RYAN VINCENT
MANAGER

COMPANY PROFILE

APPRAISAL EXPERTISE

REAPPRAISAL DONE RIGHT

Vincent Valuations is a North Carolina based firm that focuses specifically on North Carolina local property assessing and reappraisal. With 15+ years of experience in property valuation across the state, our staff is knowledgeable in the market conditions and variables for residential, commercial and industrial valuation.

Vincent Valuations and its experienced appraisers have worked on reappraisal projects in seven states and in over twenty counties. Vincent Valuations brings a unique approach to appraisal practices and standards, having served both the private and public sectors in support of government appraisal.

OUR AREAS OF EXPERTISE

#1 — APPRAISAL EXPERTISE

Vincent Valuations staff offers a combined over 100 years of experience, reappraising hundreds of thousands of residential and commercial properties. Our certified staff are not only up to date with current market trends and conditions - they are educators and respected experts in the industry.

#2 — NORTH CAROLINA EXPERTISE

Vincent Valuations has provided reappraisal focused on North Carolina Appraisal and Taxation practices for over 15 years. Although we have experience in states throughout the US - North Carolina is our focus.

#3 — MARKET EXPERTISE

Vincent Valuations remains educated and in the know on current market conditions for each jurisdiction we work in. Our staff continue to participate in on-going education and seminars to remain affluent in all appraisal standards and principles.

#4 — SOFTWARE SYSTEM EXPERTISE

Vincent Valuations staff have worked with a variety of software appraisal systems including IAS. Vincent Valuations staff have an excellent working relationship with Tyler and have completed reappraisals on hundreds of thousands of parcels using this software.

#5 — PROVEN APPEALS

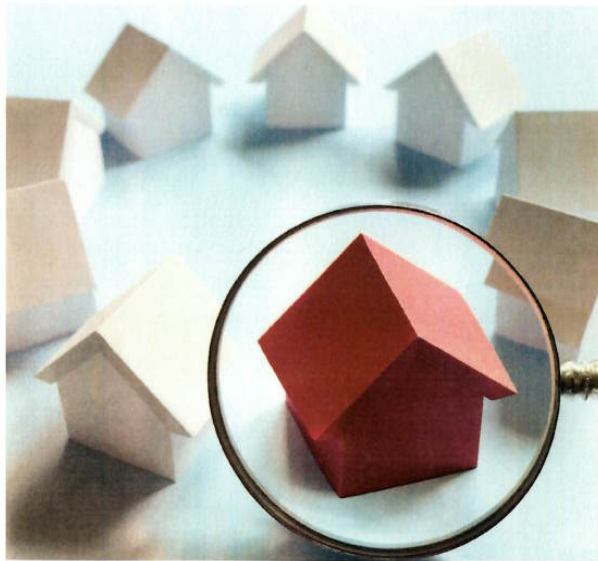
Vincent Valuations offers proven appeals processes, bringing clarity, transparency and the data to back up the reappraisal practices implemented and in use in each county we work in.

#6 — EDUCATORS

Vincent Valuations staff are known educators within the Appraisal industry. They participate in on-going education and continue to teach their skills and knowledge within IAAO and NC.

#7 — EXCELLENT STANDARDS

Vincent Valuations is an ethical and moral company that adheres to the highest quality and standards. Our team follows USPAP principles, IAAO standards, NC Law and NC Reappraisal Standards.



REAPPRAISAL SERVICES DONE RIGHT

QUALITY

MARKET APPRAISAL

Vincent Valuations provides turnkey reappraisal that is fair, accurate and equitable. Our revaluation planning and management and complete reappraisal services are meticulous and fact based.

DETAILED

DATA COLLECTION

Quality data and control over the data is a must. Vincent Valuations provides complete measure and list field assistance, real property assistance, land pricing, neighborhood delineation, data cleansing and preparation.

EXPERTISE

DATA REVIEW

Our experienced staff understands the data and the sensitivity of getting it right. We pay close attention to detail in the review and qualification of the data reading it for the schedule of values preparation and value review.

EQUITY & FAIRNESS

HEARING APPEALS

Vincent Valuations provides expert appeal assistance ensuring the final values are reviewed and prepared in order to be defensible and accurate so your jurisdiction provides equity and fairness based on the market.



OUR SERVICES

QUALIFICATIONS

Vincent Valuations is a respected and experienced firm that has the following qualifications:

- NC DOR Certified and Registered
- Experienced Field Appraisal Experts
- Member of the International Association of Assessing Officers
- Local North Carolina focused Appraisal Firm
- Extremely proficient in multiple CAMA Software and various property appraisal and taxation solutions used in the industry.
- Staff assigned to Pender County are certified in mass appraisal by the NC DOR.
- Fifteen plus years of property valuation management and appeals experience.

OUR VISION

Vincent Valuations is becoming a widely respected and known appraisal firm throughout North Carolina and the United States. Our vision is one of longevity, partnering with counties and jurisdictions - providing respected and trusted appraisal and revaluation methods that are accurate, equitable and defensible.

OUR MISSION

Our Mission is to continue to improve and that is why Vincent Valuations continues to pay for the education and on-going enhancement of their staff and subcontractors. We continue to grow and learn alongside of our counterparts and that has earned us the utmost respect in the mass appraisal realm.

OUR VALUES

Vincent Valuations protects sensitive data and information, collects information and rechecks to ensure that human error is minimized. We understand the sensitivity of the review and determinations we find. It is our commitment to provide the highest quality value and output that is unmatched in the industry.

OUR SERVICES

SCOPE OF WORK

Measure & List Reappraisal

Project Scope

Vincent Valuations will provide Pender County the following reassessment services discussed in this section.

Vincent Valuations will complete a comprehensive Reappraisal from start to finish. We will provide the physical review, data analysis, market research and its application with respect to our intimate understanding of Pender County and North Carolina ad valorem appraisal - ensuring fairness, accuracy and equity as we move through each step of the process.

Process Defined

Our experienced certified field appraisers will visit each property - providing a full measure, list and site review services. In addition, we will complete a final value review of each property as part of our verification process. At the onset of the project, Vincent Valuations will conduct a project-planning calendar with milestones agreed upon by both Vincent Valuations and Pender County.

Data Collection and Project Planning

At the onset of the project, Vincent Valuations will meet with the county to establish the project plan and create the schedule and data collection process. Each element of the project will be defined further to ensure that the scope of work is transparent and in line with the county's goals.

Physical Property Review

The physical property review will include measuring each main building verifying the data. Vincent Valuations staff will attempt to make contact on-site with an owner or occupant. If no one is available, Vincent Valuations staff will leave a door hanger and proceed to complete the exterior inspection of the property. The exterior inspection includes the measurements of at least 2 sides of each major improvement and outbuilding along with all attachments to said buildings. During the inspection, Vincent Valuations staff will verify critical valuation data such as - square footage, foundation, basement areas, construction, heating systems, fireplaces, plumbing fixtures, rooms, bedrooms, year built, condition and quality.

Vincent Valuations staff will make notation of the date the property was visited along with the homeowners we have made contact with - if anyone was interviewed at the property. Vincent Valuations will not make interior inspections of any properties other than commercial structures where public access is readily available.

Vincent Valuations will use internal quality control processes to ensure data is collected accurately. A few of these processes include the flipping and review of each appraisers cards at the end of the day by a different appraiser and physical re-measure of a sample of properties by supervisory staff to verify complete accuracy.

Vincent Valuations staff will wear county issued identification badges at all times while conducting field visits and will represent the county in a professional manner. Appraiser vehicles will be appropriately marked with a county provided magnetic seal on each side of the vehicle to display while in the field.

Project Scope Continued

Photographs

Vincent Valuations will take a digital photo of all major improvements on the property. These photos and all field cards will become the property of the county. Images will be transferred to the county in a format agreeable to both parties.

Data Entry

Vincent Valuations will take all data collected from the field and will perform the data entry process, entering it into the county's CAMA system.

Vincent Valuations requests that the county allow the Vincent Valuations staff to complete data entry both on site and remotely via VPN access. Vincent Valuations will use internal quality control processes to ensure data is accurately inputted and checked into the system. Identified supervisory staff will review and verify data entered for accuracy to ensure quality of the data.

Neighborhood Delineation

Vincent Valuations will complete a thorough review of all neighborhoods and delineate as necessary based on location, sales, property types, and other factors attributable to valuation. Vincent Valuations will work closely with Pender county staff throughout this process ensuring agreement on the changes made.

Appraisal Manual

A Pender County appraisal manual will be prepared and used throughout the reassessment.

Vincent Valuations will provide copies of the manual as required by the RFP. The cost of this manual is included in the pricing of the project. Copies of the manual that are issued will remain the property of the county. Vincent Valuations will also provide a copy of the PDF image of the manual for release to the county website if so desired. The manual will document and include the following information as part of the deliverable:

- Principles of Uniform Property Revaluation
- The Appraisal Process
- Characteristics of Value
- Residential Valuation
- Valuation of Outbuilding & other Features
- Commercial and Industrial Valuation
- Depreciation
- Valuation of Land
- Commercial and Industrial Use of Land
- Definition of Terms

Vincent Valuations will work closely with the county in the preparation of the appraisal manual - ensuring a mutual understanding of practices and procedures implemented throughout the reappraisal process.

Sales Review

Vincent Valuations understands the importance of quality sales data. With this understanding, the company will assist the county in the validation of recent sales dating back two years from the date of reappraisal. Vincent Valuations will categorize the sales by area and property classification. These sales will then be used in development of market value.

Where possible, we will put forth our best effort to interview the property and landowners - further verifying the accuracy of the physical and visual collection and review process.

Our process will be completely transparent to the county and staff that are designated to remain aware of the status throughout the reassessment project.

Sales Ratio Studies will be performed for each property class of property - ensuring that all building and land sales have been properly appraised and verified.

Building Sales Review

The Vincent Valuations qualified appraisers will analyze each property keeping in mind and collecting information on construction quality, type, age, and location. Digital imagery will be captured and provided to the county, as county property.

Land Sales Review

The Vincent Valuations qualified appraisers will analyze each land parcel keeping in mind and collecting information on: location, zoning, classification and size. Digital imagery will be captured and provided to the county, as county property.

After building and land data has been identified, collected, documented and reviewed by Vincent Valuations, we will turn our findings over to the county - the information and imagery collected, sales analysis compilation and all documents associated.

Valuation

Vincent Valuations will be responsible for land valuation. We will use recent land sales to value land. Land will be valued based on best practice methodology for - acres, front foot, square foot and lot pricing. Vincent Valuations will not be responsible for present use valuation, but can assist the county with such.

Vincent Valuations will complete a value review of each parcel in the county. This process sets us apart from other companies in the industry. Appraisers will complete this review as a joint field and office effort. The appraiser will review all data characters, valuation methods and any other factors that may influence value. This final value review is essential in making sure consistent application of quality grade, depreciation factors and values are achieved. Vincent Valuations stands alone in the industry with this final review process. This process is essential to ensure fair, accurate and equitable final values.

Vincent Valuations will use all approaches to value as necessary. For residential the cost and market approaches will be primarily used. For commercial, Vincent Valuations will also consider the income approach to value for properties that are typically traded on an income basis. Income data will be obtained from the market as necessary. The market will also be researched for vacancy, expense rates and capitalization rates. Vincent Valuations will critically analyze the rates. Vincent Valuations appraisers ensure fair and accurate values on all properties.

Appeals

Vincent Valuations will assist the county with informal appeals, BER appeals and North Carolina Property Tax Commission appeals. Vincent Valuations has included 100 person days of appeals in this proposal. Each additional person day shall be invoiced at a rate of \$800 per day.

Detailed RFP Answers

BREAKDOWN OF QUESTIONS NOT ANSWERED ABOVE

Vincent Valuations LLC
226 Cowand Rd
Merry Hill NC 27957

Vincent Valuations was founded by Ryan Vincent in 2014. VV has been actively in the property tax business since 2016. We currently have 60+ full time staff members and are growing monthly. VV does not rely on 1099 contract labor to complete our projects. All staff are trained both in house and via IAAO education on best practices in appraisal and customer service. We have assisted a large number of North Carolina Counties with their Ad Valorem property tax needs. VV is certified by the North Carolina Department of Revenue.

Vincent Valuations continues to build repeat clients including Wake, Watauga, Chowan, Pamlico, Carteret and Chatham counties. These counties continually relay on our ability to complete reappraisal work on time, onbudget and to a high level of quality, accuracy and dependability.

Vincent Valuations has completed or assisted with reappraisals in counties over 50,000 including Harnett, Wake, New Hanover, Mecklenburg, Forsyth, Guilford. We have also completed or are completing reappraisals in the following counties of 40,000 parcels plus: Watauga, Chatham and Beaufort. We have never missed a deadline set by statute or a county we have served.

Vincent Valuations uses two consultants, Kimberly Simpson and David Cornell. Kimberly is the former Durham County Tax Administrator. She advises on issues related to personal property, listing and public relations. David Cornell is a Microsoft expert and assists with computer applications and training.

Vincent Valuations believes that public relations is key throughout the entire project. We have developed a unique approach to public relations including handouts, public presentations and consistent communications with all parties involved.

Detailed RFP Answers

BREAKDOWN OF QUESTIONS NOT ANSWERED ABOVE

Vincent Valuations is currently doing business with the following counties for 2022-2027:

Chowan, Pamlico, Alamance, Watauga, Wake, Cartert, Vance, Montgomery, Bertie, Lenoir, Chatham, Pender, and Beaufort.

Vincent Valuations has presented billions of dollars of value to multiple Boards of Equalization. We have presented before the North Carolina Property Tax Commission.

We would be happy to provide a proposed schedule to Pender county upon acceptance of the RFP.

Vincent Valuations has grown to be one of the largest companies providing ad valorm appraisal to North Carolina Counties. We have grown by providing quality service to each client with attention to detail.

PROJECT COST **BREAKDOWN**

Detailed Cost Quotation

Below is Vincent Valuations cost quote for Pender County's 2026 Revaluation Project.

PROPERTY APPRAISAL PROPOSAL	PRICING
Walk Around Reappraisal	\$2,308,150 \$44 per parcel based on an estimated parcel count of 52,458 *Final parcel count will be adjusted at the completion of the contract.
Taxpayer Appeals	Vincent Valuations will assist the county with informal appeals, BER appeals and NC Property Tax Commission appeals. Vincent Valuations has included 100 person days of appeal work in the cost of this proposal. Each additional day of appeals shall be billed at a rate of \$800.00 per day.

Proposal Submitted By:

Company: Vincent Valuations

Name: Ryan Vincent, Manager

Phone: 414-531-3711

Email: vincentvaluations@gmail.com

<i>Criteria</i>	<i>Total Possible Points</i>	Vincent Valuations	
Completeness of Proposal	10	9	
Demonstrated competence related to scope	10	10	
Experience and Past Performance with similar contracts--on time and within budget	20	20	
Cost and/or Price Structure	40	35	
Noted Cost	-	\$2,308,150	
Ability to adhere to and control budget parameters	20	18	
TOTAL POINTS	100	92	
RANKING		1	
Interview if required			
NOTES		\$44 per parcel based on an estimate parcel count of 52 count to be adjusted at completion of contract. Proposal assisting with informal appeals. 100 in person days of work with proposal. Each additional day of appeal work will had excellent experience with this firm and peers in the This firm is recommended by NC DOR. Firm has performed time and budget constraints for many NC counties.	

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sal includes VV
appeal work included
be \$800. PC Staff has
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REQUEST FOR PROPOSALS



General County Wide Reappraisal

RFP # 24-253

Issued: July 26, 2023

Questions Due: August 2, 2023, 2pm

Sealed Proposals Due: August 9, 2023, 2pm



Issued for:

PENDER COUNTY TAX ASSESSING
Melissa Radke, Tax Administrator

300 E. Fremont St.

PO Box 67

Burgaw, NC 28425

Phone – 910.259.1221, ext. 1256

Email – mradke@pendercountync.gov

Issued by:

PENDER COUNTY FINANCE

Trisha Newton, Purchasing Manager

805 S. Walker Street 1578 • Burgaw, NC 28425

Phone – 910.259.1281 • Fax – 910.259.1574

Email – purchasing@pendercountync.gov

www.pendercountync.gov

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INTRODUCTION

Located in southeastern North Carolina, Pender County is approximately 25 miles north of Wilmington and is the fifth largest county in North Carolina. Pender County consists of 933 square miles—of which 870 square miles are land 63 square miles are water. The latest US Census data estimates the total population of Pender County to be 65,737. The County includes both urban and rural areas as well as a National Battlefield and State-owned Game Lands, a unique combination of primarily rural inland areas, along with vacation areas at the coast. Bordered by the Atlantic Ocean, New Hanover, Brunswick, Columbus, Bladen, Sampson, Duplin and Onslow Counties, Pender is also one of five counties that make up the “Cape Fear Region” (along with Bladen, Brunswick, Columbus and New Hanover).

Pender County includes the incorporated towns of Atkinson, Burgaw (County Seat), Surf City, Topsail Beach and Watha, as well as the Village of St. Helena. The southern portion of Wallace also extends beyond Duplin into Pender. Other unincorporated communities in Pender County include Currie, Hampstead, Maple Hill, Penderlea, Rocky Point, Scotts Hill and Willard, with Hampstead and Rocky Point currently being the fastest growing areas.

Pender County includes approximately 52,458 real property parcels, categorized as described below as of January 1, 2023:

Description	Quantity
Residential, Improved	33,794
Commercial, Improved	4,562
Vacant	14,102
Total	52,458

SCOPE OF WORK

These specifications cover (but are not limited to) the furnishings of labor, materials, supplies and the performance of all work required for the completion and delivery of a full measure and list reappraisal of all real property within Pender County. The appraisal firm agrees to perform the following general reassessment services for Pender County.

APPRAISALS

The Contractor will aid and assist the Pender County Tax Administrator and will advise, aid and assist Pender County Board of Commissioners and the Board of Equalization and Review in arriving at the true value in money of all the real property in Pender County, in the appraisal and revaluation of the following items, to wit:

A. RESIDENTIAL PROPERTIES

1. The company will complete a full measure and list of all structures within Pender County. This includes the complete measurement of a minimum of two sides of each building. Upon inspection of each parcel the company's certified personnel shall attempt to interview the homeowner or occupant of the dwelling. If no one is available, the appraiser will leave a door hanger (provided by Pender County) and proceed with an exterior inspection. The appraiser will verify the following items for each property:

- Quality
- Condition
- Age
- Bedrooms
- Bathrooms
- Story height
- Style
- Fireplaces
- Roof type and covering
- Exterior wall
- Foundation and or basement area
- Number of rooms
- Any renovations made to the property

2. The appraiser will verify the sketch by measuring at least two sides of each structure along with any additions to the dwelling. Once the inspection and measuring of the main dwelling is complete the appraiser will measure any outbuildings. The appraiser will note the following for out buildings:

- Type
- Age
- Condition
- Size
- Quality

B. MOBILE HOMES, MODULAR HOMES AND DOUBLE WIDE'S

All modular and manufactured homes located on land owned by the owner of the modular or manufactured home having had wheels, tongue and axles removed and that are situated on a permanent foundation, will be appraised as real property. These manufactured homes will be measured, listed and appraised as directed by the Tax Administrator, in the same manner as residential property. Special coding will be placed on the property for retrieval by computer. This special coding will be used in appraising and identifying a difference between modular and manufactured homes with manufactured homes each having a special coding (single wide, double wide homes). Should house trailer(s) or mobile homes(s) not classified as real property appear on a parcel of land; its presence will be noted on the property record card. When the owner of a mobile home or house trailer is different from the land where it is situated, it will be so noted on the property record card of the land owner. The Contractor will notify Pender County so Pender County may list the improvements as personal property.

C. COMMERCIAL PROPERTIES

The same full measure and list method as described in Section A (Appraisals) will be applied to all commercial buildings. All commercial buildings shall be measured and sketched to ensure accuracy of information shown on the field record card and the name of the occupant will be noted under "remarks". A careful inspection of each building shall be made of all construction and fixed building improvements noted on the property record card. Master reproduction cost schedules, which have been checked against actual recent costs of newly erected construction in Pender County or in comparable communities, will be applied to the various elements of the building construction.

The basic cost data shall be applied to existing construction for the determination of accurate and consistent replacement values less any physical, functional or economic depreciation. In addition, income and expense data, and market data will be used where applicable to determine value by use of those approaches. All apartment houses of four or more dwelling units and other dwellings designed or redesigned for such occupancy, all groups of apartment properties will be appraised by the Contractor in the manner of commercial properties with a sketch and appraisal card for each building in the apartment complex. The number of units in each building and their breakdowns as to bedroom and bath count with the rent for each type will also be shown. A report for apartments will follow listing of all apartments and their variable breakdowns. The listing will be used as an analytical report. The appraisal of apartment houses is to be complete with analysis of income in the same manner as in the appraisal of other commercial property.

Upon completion of the appraisal of individual parcels of commercial land, each commercial property shall be carefully reviewed by an experienced commercial appraiser of the Contractor for the careful consideration of the economic factor which enters into its valuation, such as location, design, surplus capacity or inadequacy,

obsolescence, and rent possibilities, both present and expected. Each reviewer assigned to commercial should have a minimum of 3-5 years' experience in commercial mass appraisal.

D. VALUATION OF LAND

The Contractor will make a careful investigation of the true value of all classes of land, giving due consideration to all factors enumerated in these specifications. Sales data covering market value sales shall be secured and this data will be analyzed, checked and recorded on cards. Owners, realtors, bankers and others shall be asked to provide full information relative to sales of property within Pender County.

If all or part of such property shall be within the boundaries of any incorporated town or city, such fact shall be specified, and the part within such town or city will be defined and listed accordingly.

Buildings, structures and other improvements will be appraised and their true value recorded separately from the land on which they are located.

The Contractor will furnish "Land Value Maps" which will reflect the neighborhood concept. The maps will indicate the appraised values per parcel or per block. These values will be stated in terms of the units in which the land is normally sold. In addition, current sales data will be recorded on these maps. Sales data will be indicated from revenue stamps, noted on the property record cards and confirmed in sufficient number to ensure compliance with these specifications.

1. AGRICULTURAL, HORTICULTURAL AND FORESTLAND

The Contractor shall prepare two (2) land schedules – one (1) that reflects market value and one (1) that reflects a farm use value schedule as required in General Statutes 105-277.6(c). All agricultural, horticultural and forestland shall be appraised by persons experienced in appraising such lands and shall reflect their market or true value as required by G.S. 105-317(b)(1).

The Assessor will determine eligibility for Present-Use value treatment. When an owner qualifies for the North Carolina Farm Use Law (Present Use Value), and makes proper application therefore, an additional appraisal shall be made by the Contractor in accordance with General Statutes 105-277.4 for those tracts which qualify as of January 1, 2022 for such special assessment. The Contractor shall also provide a section in the appraisal manual showing what basis was used for making the special assessment on these lands.

2. SMALL ACREAGE TRACTS

A pricing schedule applicable to small acreage tracts, especially those of twenty-five (25) acres or less, which have the potential other than farm usage, shall be prepared by the Contractor. Size of tracts has a direct bearing on the value. The schedule must be flexible to appraise at market value all acreage tracts regardless of size. The appraisal methods of front foot and square foot are to be applied for downtown business district(s) or commercial land only.

3. SOIL MAPS

Existing Pender County soil maps shall be used.

PERFORMANCE EXPECTATIONS

A. PERFORMANCE STANDARDS

The contractor performance standards for Pender County are as follows:

- All measurements must be within 1 foot
- All data and descriptions must be 98% accurate
- The company should follow section 3.3 of the Mass Appraisal Standards as stated in the NCDOR Reappraisal Standards
- Pender County reserves the right to review any and all work performed by the contractor. Any work found to be substandard will be returned for reworking by the contractor
- The company shall implement a documented quality control plan for both field work and data entry work approved by the tax administrator.

B. DIGITAL IMAGES

The company will take a digital image of each structure within Pender County. These images will be a minimum size of 1024x768 and at least 8 megapixels. The structures will take up a minimum of 65% of the photo. These images will be transferred to Pender County in a format agreed upon by both parties

C. SALES REVIEW

The company will complete a review of each sale within Pender County going back a minimum of two years from the reappraisal date of January 1, 2026. These sales will be broken down into two types, improved and vacant. Improved sales shall be reviewed and analyzed by the quality of construction, type, age and location. Photos of improvements used in the sales analysis shall be taken and made available to Pender County. Vacant land sales

shall be reviewed and analyzed by their location, zoning, classification and size. A sales verification sheet will be complete for each sale where an owner is interviewed.

D. ASSESSOR'S MANUAL AND COST SCHEDULES

The Contractor shall prepare and furnish Pender County with twelve (12) typed or printed copies and one (1) copy in electronic format of an Assessment Manual, Cost Schedules and Land Value Schedules (after approval of same by the Board of Commissioners) prior to finalizing any appraisals as set forth below:

CONTENTS OF MANUAL

- A) Introduction
- B) Outline of the principles and essentials of uniform property valuation and assessment
- C) Individual property record cards (explain use of land essential information to be furnished on property cards)
- D) Valuation of lots and parcels of land
 - 1. Explanation of land value, classes and grades and method by which it was determined, including neighborhood analysis
 - 2. Land value schedules, including maps, depth tables and land rules
 - (a) For residential, commercial and industrial property
 - (b) For rural un-subdivided land
 - (c) For agricultural, horticultural and forest land appraisals the Contractor shall prepare two (2) schedules, one (1) that reflects market value and one (1) that reflects land use value as required by G.S. 105-277.6 (c)
 - 3. Explanation of method of determining base land value
 - (a) Corner influence (commercial property)
 - (b) Rear and side alley influence (commercial property)
 - 4. Value of crop allotments, if any exist, and effect of same on value of farmland
- E) Valuation of Buildings
 - 1. Specifications and detailed schedules of reproduction costs on all types of houses, commercial properties and special-purpose buildings and industrial properties shall be in square foot increments and included in the manual. Reproduction costs of commercial, industrial and special-

purpose buildings, where story height makes it impractical to use square foot costs, will be in cubic feet. Valuing by use of sound value is to be included in the manual but shall not be used unless approved by the Tax Administrator on a per property basis.

2. Tables of base reproduction cost for houses, commercial and special-purpose buildings shall include the following:
 - (a) Degrees of construction quality and size limits as determined in consultation with the Tax Administrator with a minimum of six (6) grades required with varying building height from one story to three stories
 - (b) Commercial and special-purpose building costs varied by size, wall ratio and story height
3. Table of additions and deductions from base reproduction cost to meet the requirements of Pender County as determined in consultation with the Tax Administrator

F) Depreciation Tables

1. Physical depreciation
 - (a) Physical depreciation tables or age-life tables on all classes of buildings, including a consolidated rate percentage table
 - (1) Examples of application of building depreciation tables
 - (b) Functional and economic obsolescence
 - (1) Examples of application of functional and economic obsolescence on all classes of residential, commercial and industrial buildings for over-improvement, under-improvement, location, out-of-business and/or lack of functional utility

G) Income Approach to Value

1. Range of capitalization rate for Pender County
2. Explanations of capitalization rates as applied in Pender County and how developed and applied

H) Metal buildings, greenhouses and poultry houses

I) Schedule by components of construction for commercial and industrial buildings

J) Explanatory appraisals demonstrating use of the manual in appraising selected residences, farms, commercial and industrial buildings in Pender County

K) Any other information, facts or factors, which may be used in determining the true value in money of the real property to be appraised

- L) The manual shall allow for the addition or deletion of building type and use, building section type, miscellaneous improvements, land types, and commercial features, etc. codes used to describe and/or appraise real property (buildings, land, extra features, etc.) in whole or in part as instructed by the Tax Administrator. The Contractor shall use, include and apply any and all changes to these codes in data collection, data entry and appraisal of property as they apply.

PROJECT PLAN

As referenced in the North Carolina Department of Revenue Reappraisal Guidelines, within 45 days of a signed contract the company shall submit a project plan to the tax administrator for approval. This plan will include dates and milestones for each month. Once agreed upon by both parties this will become the timeline and schedule for the 2026 reappraisal. Changes must be approved by the tax administrator.

PERSONNEL

Pender County seeks to contract with an experienced appraisal firm with qualified appraisal employees who will work with Pender County's assistance and oversight until the project is complete. Pender County requests a minimum pool of 6 NCDOR certified appraisers. The contractor's staff should have a minimum of 1-3 year direct appraisal experience for data collection activities and a minimum of 2-5 years' experience for valuation and review activities. It is preferred that each staff member have successfully completed IAAO courses 101 and 102. It is requested that the contractor's data entry staff have a minimum one year experience in data entry activities. Each person assigned to Pender County will submit a criminal background check to the tax administrator for approval. Pender County reserves the right request personal be removed from further work within Pender County.

DATA ENTRY

All data entry of field work into the Tyler IaS system shall be the responsibility of the contractor.

SUPPORT OF VALUES

Prior to the official meetings of the Board of Equalization and Review, notices of the new assessments will be prepared by Pender County and mailed to real property owners.

The taxpayers will have the option to meet informally or by written correspondence. Informal hearings will be scheduled by appointment and conducted by the Contractor in a meeting room provided by Pender County. Necessary staff to conduct informal hearings in a swift and orderly fashion will be provided by the Contractor.

The Contractor will provide the services of a sufficient number of qualified appraisers for 45 days after valuation notices are mailed by Pender County, to assist the Tax Administrator in explaining appraisals and the valuation procedures used. Once notices are mailed, all changes in appraisal are to be approved by the Assessor or his designated representative, and the property owner will be notified by mail of the revised value.

The project supervisor or the responsible head of the field organization of the Contractor in charge of the Revaluation Program in Pender County will not be transferred out of Pender County, except by written consent by the Tax Administrator, and will be present at all official meetings of the Board of Equalization and Review and all informal hearings following the completion of the work until all complaints are heard and disposed of, to assist in the settlement of complaints and to defend the values placed upon the various properties.

It is further agreed that qualified appraisers shall be provided by the Contractor to assist Pender County in the event of appeals from the Board of Equalization and Review to the Property Tax Commission and/or to the Courts. This service shall be provided at no additional cost to Pender County in the case of complaints as to assessed valuation.

PUBLIC RELATIONS

At all times during the contract and the work on the revaluation program, the Contractor and his employees will endeavor to promote friendly relations with the taxpayers and the general public. Press Releases and other publicity proposed by the Contractor will be presented to the Pender County Tax Administrator and receive clearance before being released.

The Contractor will, at the request of the Tax Administrator, make available qualified speakers to acquaint groups of people with any phase of the revaluation program.

The Contractor SHALL NOT release any proposed values, appraisals, data or any other information, either acquired or in the possession of the Contractor, to any person, firm, association or organization unless approved in advance and without the express written approval by the Tax Administrator prior to release.

PENDER COUNTY RESPONSIBILITIES

Pender County shall have the responsibility for providing the following for the purposes of this proposal for services:

- Office space for use during this project, including furniture, office supplies, and telephone service
- All tax records, maps and information pertinent to the performance of the service requested in this proposal
- Responsible for all printing, postage and advertising costs related to this project
- Computer access to at least two computer terminals with internet access, and a printer

INSURANCE

The Contractor shall take out and maintain during the life of the project until final completion of the work, General Liability Insurance, Public Liability Insurance and Workman's Compensation Insurance which shall save harmless Pender County and the County's representatives from any claims, demands, actions and causes for action arising from any act or the commission of any act by the Contractor, his agents, servants or employees. The Public Liability Insurance shall be in an amount satisfactory to Pender County's representative, as follows:

The policy shall provide coverage for premises and/or operations, independent contractors, products and/or completed operations and broad form property damage. The limits of such insurance shall be as follows:

Combined single limits of no less than:

- \$2,000,000 General Aggregate
- \$1,000,000 Products Completed Operation Aggregate
- \$1,000,000 Each Occurrence

Pender County shall be named as additional insured.

Comprehensive Automobile Liability Insurance – The Contractor shall procure and maintain during the life of the Project until Final Completion of the work, commercial automobile insurance for not less than the following limits:

Combined Single Limit of no less than: \$1,000,000

This shall cover all vehicles including owned, non-owned and hired vehicles. Pender County shall be named as additional insured.

The Contractor shall submit to Pender County certificates of insurance evidencing coverage required to be produced by the contractor. The Contractor shall require each subcontractor to submit to the contractor evidence of all coverage required of subcontractors before commencing work on his subcontract. Each certificate of insurance and policy required hereunder, except the worker's compensation policy, shall bear the provision that "The policy cannot be cancelled or reduced if, amount and that coverage cannot be eliminated in less than thirty (30) days after mailing written notice to Pender County." All required insurance shall be procured from insurance companies licensed to do business in North Carolina; with a Best's Insurance Guide Rating of A or better. Coverage shall be maintained continuously during the life of the project until final completion of the work.

QUESTIONS

Any questions related to this RFP or the service to be provided must be submitted in writing via e-mail to **purchasing@pendercountync.gov** by August 2, 2023 at 2:00pm. The **subject line shall be RFP # 24-253 General County Wide Reappraisal**. Answers will be provided via an Addendum as soon as possible, no later than August 4, 2023.

SUBMITTAL PROCEDURES

Proposals shall include cost per parcel as well as a list of current and completed similar contracts and three references. Additional information for Pender County to review and consider is permitted. Should there be any way you cannot fully comply, you must detail any exceptions in writing in the Proposal. Firms may submit multiple proposals.

Sealed Proposals are due no later than August 9, 2023 at 2pm in the Pender County Finance Office. There will not be a formal bid opening. Mark the outside of the envelope with RFP # 24-253 and the name of the firm submitting a proposal. Vendors are reminded to check back periodically for possible Addenda. Proposals shall be addressed to the attention of Trisha Newton, Purchasing Manager at the one of the following addresses:

By Mail:

Pender County Purchasing
Attn: Trisha Newton
PO Box 1578
Burgaw, NC 28425

Mark Envelope:

RFP # 24-253
General County Wide Reappraisal
Indicate your firm name on envelope.

In Person / By Courier:

Pender County Purchasing
Attn: Trisha Newton
805 S. Walker St.
Burgaw, NC 28425

Mark Envelope:

RFP # 24-253
General County Wide Reappraisal
Indicate your firm name on envelope.

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. Pender County will not consider late proposals or be liable for misdirected mail/packages. Additionally, Pender County reserves the right to cancel this Request for Proposal in part or in its entirety, waive minor defects or reject any/all Proposals. Responding firms are responsible for monitoring the Pender County website for Addenda.

EVALUATION AND SELECTION PROCESS

The selection process will be based on the responses to this RFP. A committee comprised of members of Pender County staff and/or other stakeholders will review proposals and select a firm to recommend to the Board of Commissioners for award of the contract. Pender County reserves the right to conduct interviews if needed.

Recommendations will be based on the following criteria:

- Completeness of Proposal
- Demonstrated competence related to scope of work
- Experience and past performance with similar contracts—on time and within budget
- Cost and/or price structure
- Ability to adhere to and control budget parameters
- References and Interview if required

BILLING AND PAYMENTS

A. PROGRESS REPORTS AND PAYMENTS

On the first work day of each month, the Contractor will submit a progress report to show the percentage of work completed and a detailed invoice reflecting the percentage of the project's total cost. Such progress reports will be subjective to verification by the Assessor prior to approval for payment. On the basis of each progress report the Finance Department will make payments as follows:

On or about the fifteenth day of each month, the Finance Department will pay ninety percent (90%) of the invoiced amount for work full performed by the vendor as reported on the monthly progress report. Ten percent (10%) of each monthly payment will be retained until completion and acceptance of all contract work. Monthly payments will be subject to correction or adjustment following discovery of miscalculation(s) or error(s) in any prior monthly progress report or payments.

The awarded contractor shall receive payment by mailed check or Electronic Funds Transfer (EFT). An electronic form is required for the latter and Pender County Finance will require verification of the deposit account.

B. ACCEPTANCE AND FINAL PAYMENT

When the work has been completed and delivered to Pender County by the Contractor, Pender County will, within sixty (60) days thereafter, examine and review the same to determine whether the work has been completed in strict accordance with the specifications, conditions and stipulations contained in the contract.

If upon such examination and review, Pender County finds that the work has been completed and delivered in accordance with the specifications, the work will be accepted and the remaining balance on said contract price will become due and payable.

TERMS AND CONDITIONS

Services performed shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards regardless of whether or not they are referred to in this RFP.

The standard Pender County Vendor Terms and Conditions will apply and can be viewed at <http://www.pendercountync.gov/vendortermsandconditions/>. All M/WBE and HUB are encouraged to respond.

-END-

REQUEST FOR PROPOSALS



General County Wide Reappraisal

RFP # 24-253 Addendum 1

Issued: August 2, 2023

Extended Questions Deadline: August , 2023 at 2pm

Extended Proposal Deadline: August 16, 2023 at 12 noon



Issued for:

PENDER COUNTY TAX ASSESSING

Melissa Radke, Tax Administrator

300 E. Fremont St.

PO Box 67

Burgaw, NC 28425

Phone – 910.259.1221, ext. 1256

Email – mradke@pendercountync.gov

Issued by:

PENDER COUNTY FINANCE

Trisha Newton, Purchasing Manager

805 S. Walker Street 1578 • Burgaw, NC 28425

Phone – 910.259.1281 • Fax – 910.259.1574

Email – purchasing@pendercountync.gov

www.pendercountync.gov

Extended Deadline for Questions: August 9, 2023 at 2pm

Any questions related to this RFP or the service to be provided must be submitted in writing via e-mail to purchasing@pendercountync.gov by August 9, 2023 at 2:00pm. The **subject line shall be RFP # 24-253 General County Wide Reappraisal**. Answers will be provided via an Addendum as soon as possible, no later than August 10, 2023.

Extended Proposal Deadline: August 16, 2023 at 12 noon

Proposals do not have to be sealed; emailed submissions will be accepted.

Proposals shall include price per parcel, as well as a list of current and completed similar contracts and three references. Additional information for Pender County to review and consider is permitted. 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 no later than August 16, 2023 at 12 noon in the Pender County Finance Office. There will not be a formal bid opening. Mark the outside of the envelope with RFP # 24-253 and the name of the firm submitting a proposal. Vendors are reminded to monitor the Pender County website for possible Addenda. Proposals shall be addressed to the attention of Trisha Newton, Purchasing Manager at the one of the following addresses:

By Mail:

Pender County Purchasing
Attn: Trisha Newton
PO Box 1578
Burgaw, NC 28425

Mark Envelope:

RFP # 24-253
General County Wide Reappraisal
Indicate your firm name on
envelope.

In Person / By Courier:

Pender County Purchasing
Attn: Trisha Newton
805 S. Walker St.
Burgaw, NC 28425

Mark Envelope:

RFP # 24-253
General County Wide Reappraisal
Indicate your firm name on
envelope.

By email:

purchasing@pendercountync.gov

Subject Line:

RFP # 24-253
General County Wide Reappraisal,
Followed by your firm name.

Submission must be an
attachment not to exceed 50
8.5" x 11" pages.

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. Pender County will not consider late proposals or be liable for misdirected mail/packages. Additionally, Pender County reserves the right to cancel this Request for Proposal in part or in its entirety, waive minor defects or reject any/all Proposals.

-End-

**NORTH CAROLINA
PENDER COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the ____ day of _____, 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 not limited to the appraisal of new construction properties.
- 2. TERM OF CONTRACT.** The Term of this contract for services is from _____ to 12/31/2026 unless sooner terminated as provided herein.
- 3. PAYMENT TO CONTRACTOR.** Subject to the limitations in paragraph 7 hereunder, the CONTRACTOR shall receive from COUNTY an amount of \$2,308,150 as spelled out in "Attachment 1". 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. Final Payment will be dependent on the final parcel county as specified in "Attachment 1"
- 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 Agreement.

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 agreement, 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 agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.
- 4.

7.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon Ninety (90) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 7.1 or 7.2, shall not form the basis of any claim for loss of anticipated profits by either party.

7.3 TERMINATION PAYMENT. In the event this contract is terminated for any reason, the CONTRACTOR shall be compensated only for work completed through 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 Agreement 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 period of the agreement and for the period of twelve 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 contract 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 contract, 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. 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.
- 25. 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.
- 26. 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.

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: _____

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

By: _____
County Finance Officer

Attachment 1: Pender County RFP Response

Pender County Budget Ordinance Amendment

Fiscal Year: FY 2023-2024 Department: 450 - TAX

Division, Program, Project, etc.: Fund 29 Reassessment Fund

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	29-397000	Contribution from GF	1,116,150
2	29-399000	Reassessment FB Appropriated	956,500
3	10-399000	GF FB Appropriated	1,116,150
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	29-405760	Reserves	-235,500
2	29-404500	Contracted Services	2,308,150
3	695-409004	Transfer to Reassessment	1,116,150
4			
5			
6			
7			
8			
9			
10			

Total Revenues: 3188800 Total Expenditures: 3188800

Budget Amendment Balances when Zero. 0

Prepared By: Meg Blue Email: mblue@pendercountync.gov



**Pender County
Resolution Advancing the Real Property
Revaluation Cycle from Eight to Seven
Years, Effective Jan. 1, 2023, and Every
Four Years Thereafter**

TO: Board of County Commissioners
FROM: Melissa Radke
DATE: September 5, 2023
SUBJECT: Resolution Advancing the Real Property Revaluation Cycle from Eight to Seven Years, Effective Jan. 1, 2023, and Every Four Years Thereafter

SUMMARY:

On July 10, 2023, at the regular meeting of the Board of Commissioners, the Board authorized staff to initiate a revaluation of real property sited in Pender County to be effective January 1, 2026. Pursuant to N.C. Gen. Stat. 105-286, each county in the state is required to revalue real property every eight years, unless a county elects to conduct a revaluation more frequently. A county that elects to revalue property more frequently is required to adopt a resolution of the governing board and forward a copy of that resolution to the N.C. Department of Revenue.

The attached resolution would memorialize the Board's previous decision by the adoption of a resolution as required by N.C.G.S. 105-286, advancing the next revaluation of real property in Pender County to January 1, 2026. Additionally, this resolution would set Pender County on a four-year revaluation schedule going forward, instead of the default eight-year schedule to avoid repetition of the problems that Pender County is presently experiencing due to tax values significantly lagging market values.

County Staff recommends that the Board adopt the resolution and will make a brief presentation detailing the benefits of more frequent revaluations of real property.

ACTION REQUESTED:

County Staff requests the Board approve the attached Resolution Advancing the Real Property Revaluation Cycle from Eight to Seven Years, Effective Jan. 1, 2023, and Every Four Years Thereafter.

◆ **105-286. Time for general reappraisal of real property.**

(a) Octennial Cycle. - Each county must reappraise all real property in accordance with the provisions of G.S. 105-283 and G.S. 105-317 as of January 1 of the year set out in the following schedule and every eighth year thereafter, unless the county is required to advance the date under subdivision (2) of this section or chooses to advance the date under subdivision (3) of this section.

(1) Schedule of Initial Reappraisals.

Division One - 1972: Avery, Camden, Cherokee, Cleveland, Cumberland, Guilford, Harnett, Haywood, Lee, Montgomery, Northampton, and Robeson.

Division Two - 1973: Caldwell, Carteret, Columbus, Currituck, Davidson, Gaston, Greene, Hyde, Lenoir, Madison, Orange, Pamlico, Pitt, Richmond, Swain, Transylvania, and Washington.

Division Three - 1974: Ashe, Buncombe, Chowan, Franklin, Henderson, Hoke, Jones, Pasquotank, Rowan, and Stokes.

Division Four - 1975: Alleghany, Bladen, Brunswick, Cabarrus, Catawba, Dare, Halifax, Macon, New Hanover, Surry, Tyrrell, and Yadkin.

Division Five - 1976: Bertie, Caswell, Forsyth, Iredell, Jackson, Lincoln, Onslow, Person, Perquimans, Rutherford, Union, Vance, Wake, Wilson, and Yancey.

Division Six - 1977: Alamance, Durham, Edgecombe, Gates, Martin, Mitchell, Nash, Polk, Randolph, Stanly, Warren, and Wilkes.

Division Seven - 1978: Alexander, Anson, Beaufort, Clay, Craven, Davie, Duplin, and Granville.

Division Eight - 1979: Burke, Chatham, Graham, Hertford, Johnston, McDowell, Mecklenburg, Moore, Pender, Rockingham, Sampson, Scotland, Watauga, and Wayne.

(2) Mandatory Advancement. - A county whose population is 75,000 or greater according to the most recent annual population estimates certified to the Secretary by the State Budget Officer must conduct a reappraisal of real property when the county's sales assessment ratio determined under G.S. 105-289(h) is less than .85 or greater than 1.15, as indicated on the notice the county receives under G.S. 105-284. A reappraisal required under this subdivision must become effective no later than January 1 of the earlier of the following years:

a. The third year following the year the county received the notice.

b. The eighth year following the year of the county's last reappraisal.

(3) Optional Advancement. - A county may conduct a reappraisal of real property earlier than required by subdivision (1) or (2) of this subsection if the board of county commissioners adopts a resolution providing for advancement of the reappraisal. The resolution must designate the effective date of the advanced reappraisal and may designate a new reappraisal cycle that is more frequent than the octennial cycle set in subdivision (1) of this subsection. The board of county commissioners must promptly forward a copy of the resolution adopted under this subdivision to the Department of Revenue. A more frequent reappraisal cycle designated in a resolution adopted under this subdivision continues in effect after a mandatory reappraisal required under subdivision (2) of this subsection unless the board of county commissioners adopts another resolution that designates a different date for the county's next reappraisal.

(b), (c) Repealed by Session Laws 2008-146, s. 1.1, effective July 1, 2009. (1939, c. 310, s. 300; 1941, c. 282, ss. 1, 11/2; 1943, c. 634, s. 1; 1945, c. 5; 1947, c. 50; 1949, c. 109; 1951, c. 847; 1953, c. 395; 1955, c. 1273; 1957, c. 1453, s. 1; 1959, c. 704, s. 1; 1971, c. 806, s. 1; 1973, c. 476, s. 193; 1987, c. 45, s. 1; 2008-146, s. 1.1.)

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 Providing for the Advancement of the Revaluation of Real Property Situated within Pender County to be effective January 1, 2026, and every four years thereafter.

WHEREAS, N.C. Gen. Stat. § 105-286, requires each county in the state to reappraise all real property situated within its jurisdiction in accordance with uniform appraisal guidelines as of January 1 of the year set out in that statute and every eighth year thereafter; and

WHEREAS, N.C. Gen. Stat. § 105-286(3) authorizes any county in the state to conduct a reappraisal of real property earlier than otherwise required by adoption of a resolution of the board of county commissioners providing for the advancement of the reappraisal, and designating the effective date of the advanced reappraisal and, optionally designating a new reappraisal cycle that is more frequent than the eight-year cycle; and

WHEREAS, Pender County is currently on an eight (8) year reappraisal cycle, with the last general reappraisal being conducted as of January 1, 2019; and

WHEREAS, at its regular meeting on July 10, 2023, the Board of Commissioners for Pender County approved the issuance of a request for proposals for reappraisal of real property and otherwise indicated its support and determination that it is in the best interests of the citizens of Pender County to advance the date for reappraisal by one (1) year to be effective January 1, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for Pender County that Pender County shall advance its current eight (8) year reappraisal cycle to a seven (7) year reappraisal cycle with the effective date of the next reappraisal being January 1, 2026; and

BE IT FURTHER RESOLVED that future reappraisals after this one-time advancement shall be on a four (4) year reappraisal cycle, beginning with the reappraisal effective January 1, 2030; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be promptly forwarded to the North Carolina Department of Revenue.

ADOPTED this the 21st day of August, 2023.

Jacqueline A. Newton, Chair
Board of Commissioners

ATTEST: _____
David A. Andrews, Clerk to Board of Commissioners

P.O. Box 5, 805 South Walker Street, Burgaw, N.C. 28425



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

ADVANCING THE REAPPRAISAL CYCLE TO 4 YEARS

Melissa Radke, AAS
Tax Administrator

Purpose of a Reappraisal = to determine “true value” and update it over time

- Ensures fairness among taxpayers in the county:
 - Reduces shifting tax burden from high growth areas (more affluent) to low growth areas (less affluent)
- More accurately reflect market value
 - “true value” means what a willing buyer and seller would agree to in an arms length transaction, neither being under compulsion to sell or buy
- Eight-year cycle doesn’t reflect changes in true value in a high growth county
 - Example: housing market crash; counties who had a reappraisal prior to the crash at higher values couldn’t account for these much lower values for taxpayers for another 8 years!
 - The same occurs when the market increases
 - Typically, people want their values to match closely to what they could sell their property for

Sales Ratio & its affects (lost revenue)

- Sales Assessment Ratio: measures the relationship between a property's tax appraised value and its actual sale price
 - Only applies to Public Service Company (PSC) property, valued at the state level
 - State law requires NCDOR to equalize PSC values when a county sales ratio drops less than 80%
 - Reappraisal is expected to realign the sales ratio to be as close to 100% as possible
- The sales ratio can get further out of line the further from a reval you
- Pender County current sales ratio: 62.66%
 - 2023 Pender County PSC property began being equalized at 60% (values reduced by 40%), resulting in lost revenue and a shifting of tax burden from PSCs to homeowners.
 - County loss: approx. \$417,100 annually; Fire district loss: \$53,430 annually
 - Even after our next reappraisal we run the risk of our sales ratio being too low in year 4 due to the forecasted continued growth
 - Could be equalized again – NCDOR reviews in years 4 & 7 to equalize

County Budgeting



Massive county growth needs to be accounted for when planning for the future

Reappraisals are key here!



With a reappraisal schedule close together it would provide better stability of revenue to fund schools and county operations

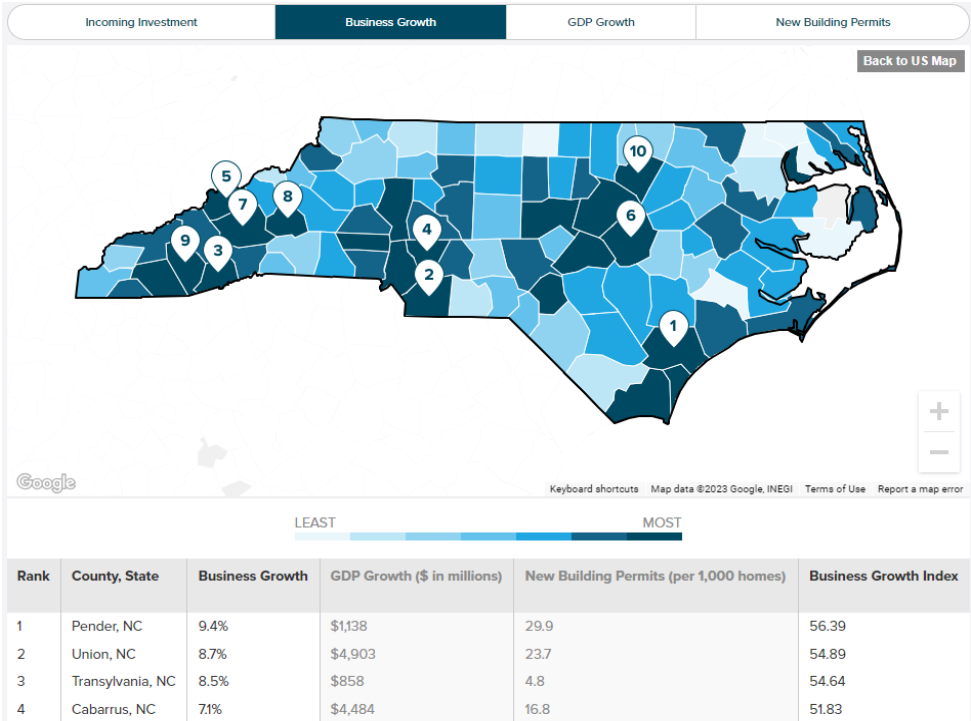


Reduction in “sticker shock” for both county budgeting and for our county taxpayers



Inflation continues; A shorter reappraisal cycle would allow for adjustment for this much sooner

Pender County Business Growth



- January 27, 2023: Port City Daily report
- Pender County saw the greatest business growth in the state at 9.4%
 - Per SmartAsset’s annual nationwide investment study
- Brunswick saw 4.3% growth
- New Hanover saw 5.2% growth

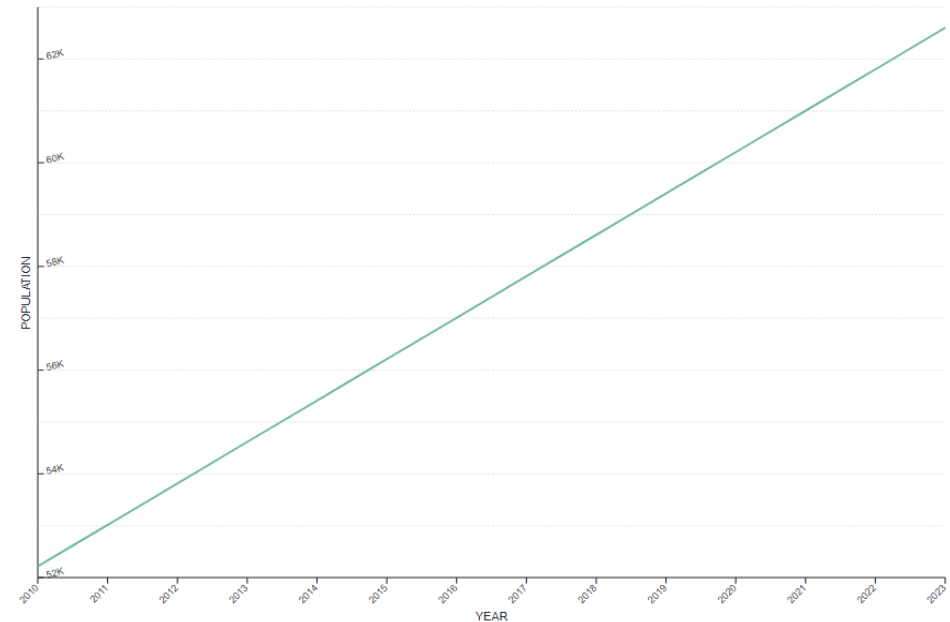
Other High Business Growth Counties

- Brunswick – 4 year cycle
- New Hanover - 4 year cycle
- Carteret - 4 year cycle
- Union – 4 year cycle
- Mecklenburg – 4 year cycle
- Johnston – 6 year cycle
- Wake – 4 year cycle

Pender County Population Growth

- Pender County's population grew 26% from 2010 through 2022
(worldpopulationreview.com)
- According to the NC Dept of the State Treasurer, "Pender County has been cited as the third-fastest growing county in North Carolina" (July 12, 2023)

Pender County, North Carolina Population 2023
62,600



Pender County, North Carolina's estimated 2023 population is **62,600** with a growth rate of **1.29%** in the past year according to the most [recent United States census data](#). Pender County, North Carolina is the 45th largest county in North Carolina. The 2010 population was **52,217** and has seen a growth of **19.88%** since that time.

Other High Population Growth Counties

- Brunswick– 4 year cycle
- Johnston - 6 year cycle
- Wake – 4 year cycle
- Cabarrus – 4 year cycle
- Currituck – 8 year cycle
- Durham – 6 year cycle
- Franklin – 6 year cycle

NCDOR Reappraisal Recommendations

Page 12 of 15

- In 2017 NCDOR put out their “Reappraisal Standards”
- Recommendations include:
 - “...that all counties conduct a countywide reappraisal of all real property at least once every four years.”
 - Guidance is supported by IAAO Standards on Property Tax Policy and Section 4.8 of the Mass Appraisal Standard.
 - “Section 3.3.4 recommends that a physical review including an on-site verification of property characteristics be conducted at least once every 4 to 6 years”
 - Pender will do this in the next revaluation.

NOT A TAX INCREASE

- It is important to note that a countywide reappraisal does not equate directly to a tax bill increase
 - Though the tax VALUE is part of the tax bill, it is independent of the tax bill and is found based on current market SALES alone
- Ability to bring current the county tax base allowing the County Board to have more value to work with to fund the county business
 - New schools, additional/expanded services, etc.
- The main purpose is to equalize all values and ensure that tax values reflect “true value”
- Opportunity for the tax burden to be reset and spread equally to all sectors (residential vs commercial; high vs low growth areas)

Tax Rates & ability to adjust

Pender is creeping up the list of high tax rates

We are in the top 1/3 of counties in terms of highest tax rates

When ranked in order, we are the 30th highest tax rate county

Last Reappraisal	County	Tax Rate
2017	HYDE	1.0450
2019	SCOTLAND	.9900
2017	EDGE COMBE	.9500
2017	TYRRELL	.9500
2016	VANCE	.8900
2020	BERTIE	.8650
2021	WASHINGTON	.8500
2017	LENOIR	.8450
2017	GATE S	.8400
2018	GRANVILLE	.8400
2019	HERTFORD	.8400
2021	ORANGE	.8353
2023	NORTHAMPTON	.8350
2016	RICHMOND	.8300
2019	SAMPSON	.8250
2017	MARTIN	.8100
2017	WARREN	.8100
2021	COL UMBUS	.8050
2017	CUMBERLAND	.7990
2021	GREENE	.7860
2022	BLADEN	.7850
2018	FRANKLIN	.7850
2018	ANSON	.7770
2018	ROBESON	.7700
2020	HALIFAX	.7600
2019	DURHAM	.7522
2019	WAYNE	.7425
2020	CABARRUS	.7400
2022	JONES	.7400
2019	PENDER	.7375
2016	CASWELL	.7350
2017	DUPLIN	.7350
2021	DAVIE	.7330
2022	GUILFORD	.7305
2023	CAMDEN	.7300
2022	HOKE	.7300
2016	WILSON	.7300
2021	PERSON	.7225
2019	ROCKINGHAM	.6950
2019	JOHNSTON	.6900

County Staff Recommendation

County Staff recommends advancement of Countywide reappraisal schedule to a 4-year cycle to be effective January 1, 2030

Adjusted Reappraisal Schedule for the next 5 cycles:

January 1, 2026 (advanced 1 year from an 8-year cycle)

January 1, 2030 (begins 4-year cycles)

January 1, 2034

January 1, 2038

January 1, 2042



Pender County Board of Health Presentation

TO: Board of County Commissioners
FROM: Carolyn Moser
DATE: September 5, 2023
SUBJECT: Presentation of Child Fatality Team Report for 2022

SUMMARY:

The Health Department will present the 2021 Child Fatality Team Report to the Board.

Pender County Health Department

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*Carolyn Moser, BSN, MPA
Health and Human Services Director*

Pender County Child Fatality Prevention Team (CFPT) 2022 Annual Report

Introduction

In 1993, the North Carolina General Assembly established a network of local Child Fatality Prevention Teams (CFPT's) across the state to confidentially review medical examiner reports, death certificates and other records of deceased residents under the age of eighteen. Each local team consists of representatives of public and nonpublic agencies in the community such as law enforcement, Guardian Ad litem, health departments, among others that provide services to children and their families.

The North Carolina Statute, Article 14, 7B-1406 and the CFPT Agreement Addenda with local health departments requires Local Child Fatality Prevention Teams to advocate for system improvements and needed resources where gaps and deficiencies may exist and submit a report annually to their local county commissioners and boards of health. The purpose of the local CFPT is to:

- Identify deficiencies in delivery of services to children and families by public agencies.
- Make and carry out recommendations for changes that will prevent future child deaths.
- Promote an understanding of the causes of child deaths.

The purpose of this report is to give a summary of the causes of death, the number of cases reviewed, recommendations for prevention, if any, that have been made and to share local team activities and accomplishments.

2022 CFPT Reviews

The committee met a total of four times, one time in person, one time hybrid and two times virtually via Microsoft Teams due to the continued COVID Pandemic. The Pender County CFPT reviewed seven child deaths.

The team received one case for the first quarter, two cases for the second quarter, one case for the third quarter and three cases to review for the fourth quarter. The team reviewed and closed four cases. Two cases remain open due to the committee requesting additional information to determine if any deficiencies in the delivery of services to the children and families by public agencies are identified or if there are any recommendations for change that will prevent future child deaths and promote a better understanding of the causes for child deaths. The ages of the fatalities ranged from three hours to seventeen years old.

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Causes of child fatalities in 2022 were as follows:

- Undetermined
- Edwards Syndrome Respiratory Failure, Trisomy 18-Congenital Condition
- Perinatal condition- Pre-Term
- Acute Pneumonia
- Accident- Person injured in unspecified motor vehicle accident traffic; Unspecified multiple injuries
- Homicide- Assault by other; Unspecified firearm discharge
- Perinatal Condition- Bacterial sepsis due to necrotizing enterocolitis

No System Problems Identified among the team:

- Lack of prenatal care was not the issue
- Underage drinking did not contribute to the causes of death
- Co-sleeping was not the cause of any for any of the fatalities
- Lack of resources and follow-up was not a factor in the fatalities
- Lack of standardized and automatic law enforcement report to DSS of a child death was not a factor

Recommendations from the Team:

- Continue to provide safe sleep education
- Continue to promote early prenatal care
- Provide education on smoking cessation
- Provide education on car seat safety and conduct safety checks
- Provide education and resources on suicide prevention
- Provide education on drinking and accident prevention

Pender County CFPT Activities and Accomplishments

- Pender County Health and Human Services continues to work with community partners, health department care management staff, WIC, the Pender County Health Department Dental Clinic and Trillium to reduce child health disparities by providing education and child health preventative and primary care.
- Case management for high-risk prenatal patients or children promoted Safe Sleep by providing Pack-n-Plays to families as part of the safe sleep initiative.
- The health department partners with Smart Start to provide car seat safety education.

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Current 2022 active CFPT representatives:

- 2-Health Department
- 2-DSS
- 1-Trillium
- 1-Pender County Schools
- 1-Community Representative
- 1-Pender EMS
- 1-Medical Examiner's office
- 1-Sheriff Department
- 1-Novant New Hanover Regional Medical Center
- 1-Guardian Ad Litem
- 1-District Court Judge

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