Pender County

Agenda

Board of County Commissioners Meeting
Monday, April 3, 2023 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

			Presenter	Page
1.	INVOCATION			
2.	CALL TO ORDER			
3.	PLEDGE OF ALLEGIANCE			
4.	ADOPTION OF AGENDA			
5.	PUBLIC INFORMATION			
	5.1.	Final FY 2023-2024 CSBG Grant Application by Kathleen Lowe Jacobs, Director, Southeastern Community Action Partnership CSBG Grant application - Pdf	Jacobs	5 - 49
	5.2.	Presentation of the Water & Sewer System Development Fee Study by Stantec Consulting Services Inc. WaterSewerSystemDevFeeStudy - Pdf	Keel	51 - 87
6.	PUBLIC COMMENT FOR AGENDA ITEMS ONLY			
7.	CONSENT AGENDA			
	7.1.	Acceptance of Deed of Easement for Pump Station Site PumpStaEasementAcceptance - Pdf	Keel	89 - 96
	7.2.	Acceptance of Deed of Easement for Water Pipeline for Blake Farm Near Island Creek Road BlakeFarmWaterEasementAcceptance - Pdf	Keel	97 - 103
	7.3.	Increase PO# 184 to Core & Main for Supplies for Water & Sewer System IncreasePO184toCoreAndMain - Pdf	Keel	105
	7.4.	Approval of minutes Approval of minutes - Pdf	Avery	107 - 175
	7.5.	Approval of Tax Releases and Refunds March 2023 Releases and Refunds - Pdf	Hudson	177 - 179
	7.6.	Approval of Contract for Seven Oaks Management to go to Excel Property Management Seven Oaks Agreement - Pdf	Sava	181 - 196
	7.7.	Approval of new hire for Tax Administrator, Melissa Radke effective May 1, 2023.	Andrews	
8.	APPROVALS AND RESOLUTIONS			
	8.1.	Appointment of Michael Carlisle & Joseph Hedricks to the Pender EMS & Fire, Inc to the Relief Fund Board of Trustees	Batson	197

	Local Relief Fund Board - Pdf		
8.2.	Approval of Award to L.R. Thomas & Sons for WTP HSPS construction project, Budget Ordinance Amendment, Associated Purchase Order, and Reimbursement Resolution WTP_HSPSconstructionAward_BOA_RR_PO - Pdf	Keel	199 - 253
8.3.	Approval of Budget Amendment to Increase Fuel Sales & Purchases for Remainder of FY2023 BOA Fuel - Pdf	Blue	255 - 256
8.4.	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2259-60-8304-0000 - Off of Asa Lane, Long Creek Off Asa Lane - Pdf	Blue	257 - 259
8.5.	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2259-92-5101-0000 - Off of McAllister Road, Columbia Off McAllister Road - Pdf	Blue	261 - 263
8.6.	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2350-15-2730-0000 - At 3340 Halfway Branch School Road, Columbia 3340 Halfway Branch School Road - Pdf	Blue	265 - 267
8.7.	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3224-46-2015-0000 - At 600 Cheshire Road, Rocky Point 600 Cheshire Road - Pdf	Blue	269 - 271
8.8.	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3320-82-9153-0000 - At 208 Burgaw Creek Loop, Burgaw 208 Burgaw Creek Loop - Pdf	Blue	273 - 275
8.9.	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3392-538565-0000 - At 960 Lee Road, Holly Ridge 960 Lee Road - Pdf	Blue	277 - 279
8.10.	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Parcel 3393-74-8900-0000 on Rock Road, Maple Hill Rock Road MH - Pdf	Blue	281 - 284
8.11.	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Parcel 3393-84-1762-0000 at 144 Rockfish Road, Maple Hill 144 Rockfish Lake Road MH - Pdf	Blue	285 - 288
8.12.	Courthouse Space Needs Authorization- RFQ#230209-243 Courthouse Space Assessment - Pdf	B. Avery	289 - 395
8.13.	Consideration of Purchase Order to Bost Tune-up & Argo ATV Sales LLC in the amount of $33,579.01 Consideration of Purchase Order to Bost Tune-up & Argo ATV Sales LLC in the amount of $33,579.01 - Pdf	Adams	397 - 403
8.14.	ABC Board regarding closing cost for construction loan. ABC Board - Pdf	Crawford	405

9. APPOINTMENTS

9.1.	Board appointment TDA board appointment - Pdf	Avery	407 - 409

10. ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS

11. PUBLIC COMMENT

12. CLOSED SESSION (IF APPLICABLE).

13. ADJOURNMENT

Pender County
Final FY 2023-2024 CSBG Grant Application

TO:	BOCC
FROM:	
DATE:	April 3, 2023
SUBJECT:	Final FY 2023-2024 CSBG Grant Application

SUMMARY:
Southeastern Community Action Partnership - presentation by Kathleen Lowe Jacobs, Director

CSBG NEIGHBORHOOD SERVICE CENTER LISTING

Brunswick NSC **143 Holden Bch Rd., 1B** **Shallotte, NC 28459**	**754-9441**
Elizabethtown NSC **106 West Broad St.** **Elizabethtown, NC 28337**	**862-6791**
Hoke NSC **366 Thomas Dr.** **Raeford, NC 28376**	**875-5536**
Lumberton NSC **4721 Fayetteville Rd Ste B** **Lumberton, NC 28358**	**277-3522**
Pender NSC **112 S. Dickerson St.** **Burgaw, NC 28425**	**259-3274**
Scotland NSC **915 S. Main St., Suite I** **Laurinburg, NC 28352**	**276-7629**
Whiteville NSC **425 S. Lee St.** **Whiteville, NC 28472**	**642-6083**

Dr. Ericka J. Whitaker
Chief Executive Officer

Kathleen Lowe Jacobs, MSW
CSBG Program Director

"Our Mission is to Improve and Empower the Lives of the People We Serve"

Southeastern Community Action Partnership

Administrative Office:

P.O. Box 1025
Lumberton, NC 28359
4721 Fayetteville Rd.
Suite B
Lumberton, NC 28358
Phone (910) 277-3522
Fax (910) 370-0429
www.scapnc.org

Helping People Help Themselves Since 1964

Serving Bladen, Brunswick, Columbus, Hoke, Pender, Robeson, and Scotland Counties

COMMUNITY SERVICES BLOCK GRANT PROGRAM
FAMILY EMPOWERMENT
SELF-SUFFICIENCY

FAMILY EMPOWERMENT SELF-SUFFICIENCY PROJECT (FESS)

The Family Empowerment Self-Sufficiency Project, known as FESS, is a comprehensive case management program with a long-range goal of helping remove families from poverty and funded through the Community Service Block Grant (CSBG).

FESS is not designed to pay utilities, rent or any other kind of bills. Our goal is to provide empowering activities such as:

- working with families as they determine their goals.
- work out their own plan of action for attaining them.

Our greatest strength is in helping remove obstacles that prevent our enrollees from getting jobs, the housing, or the education/skills they need to achieve success. We network with all other resources in our service area.

FESS case managers assist our customers to reach the following program target goals of:

- obtaining employment
- obtaining better employment
- completing education/training programs
- securing standard housing
- becoming first-time home buyers

Successful graduates of the FESS program, whether in one year or in three years, have a new lease on life, one hard earned and one they will not easily let go.

CSBG IS NOT JUST FESS....

In addition to managing their FESS cases, each CSBG Case Manager helps:

- Enrollees apply for other benefits they are eligible for.
- make referrals daily to those in need who do not meet our program guidelines.

We respect everyone who comes through our doors and will do our best to provide the needed assistance. We host Community Events based on the needs of the community.

FESS ELIGIBILITY

- The family's yearly income must be below the poverty income guidelines published annually by the NC Department of Health & Human Services.
- Participants must be willing and able to work.
- Participants must demonstrate a willingness to work closely with the assigned Case Manager.
- Participants must be willing to commit to working diligently to attain the goals established as reflected in the Participant Agreement.

Southeastern Community Action PARTNERSHIP

Hours of Operation:
Monday - Friday
8:30 a.m. - 5:00 p.m.
unless otherwise posted.

North Carolina Department of Health and Human Services

Division of Social Services

OFFICE of ECONOMIC OPPORTUNITY

Community Services Block Grant Program

Fiscal Year 2023-24 Application for Funding
Project Period July 1st, 2023– June 30th, 2024
Application Due Date: January 13, 2023

Agency Information			
Agency:	Southeastern Community Action Partnership		
Agency:			
Federal I.D.	56-0815638		
DUNS Number:	075549907		
Administrative Office Address:	405 N. Elm Street Lumberton, NC 28358		
Mailing Address (include the 4-digit zip code extension):	Post Office Box 1025 Lumberton, NC 28359-1025		
Telephone Number:	910-277-3500		
Fax Number:	910-291-3054		
Proposed Funding:	**CSBG:** **$ 1,355,452**	**Additional Resources:** **$**	**Agency Total Budget:** **$**
Application Period:	**Beginning:** July 1st, 2023	**Ending:** June 30th, 2024	
Board Chairperson:	Shirley Hart		
Board Chairperson's Address: (Where communications should be sent)	708 N. Jackson Street, Raeford, NC 28376		
Board Chairperson's Term of Office (enter beginning and end dates):	08/20/2018 – 06/30/2023		
Executive Director:	Dr. Ericka J. Whitaker		
Executive Director Email Address:	whitaej@scapnc.org		
Agency Fiscal Officer:	Li Ying Reeder		
Fiscal Officer Email Address:	reedeli@scapnc.org		
CSBG Program Director:	Kathleen Lowe Jacobs		
CSBG Program Director Email Address:	jacobka@scapnc.org		
Counties Served with CSBG funds:	Bladen, Brunswick, Columbus, Hoke, Pender, Robeson, and Scotland		
Agency Operational Fiscal Year:	July 1st, 2023 – June 30th, 2024		

North Carolina Department of Health and Human Services
Office of Economic Opportunity –
2420 Mail Service Center / Raleigh, North Carolina 27699-2420

Proposed Funding

CSBG: Enter the proposed amount of CSBG funds allocated for FY 2023-24.

Additional Resources: Enter the amount of other resources the agency expects to receive during the 2023 program year. If an exact figure is not known at this time, the best possible estimate.

Agency Total Budget: Enter the sum of CSBG and Additional Resources for the period of July 1, 2023 - June 30, 2024.

Checklist to Submit a Complete Community Services Block Grant (CSBG) Application

Please put a check mark in the appropriate box to show that you have included the completed document with your application. All documents are required with the exception of those that say, "if applicable."

Item	Included (√)
Signed Application Certification (blue ink only)	X
Signed Board Membership Roster (blue ink only)	X
Board of Directors Officers and Committees	X
Board of Directors Community Needs Assurance	X
Planning Process Narrative	X
Form 210 – Agency Strategy for Eliminating Poverty	X
Form 212 – One-Year Work Program	X
Monitoring, Assessment and Evaluation Plan	X
Form 212A – CSBG Administrative Support Worksheet (if applicable)	
Form 225 – Agency Budget Information	X
Form 225N-Budget Narrative	X
Appendices (to be attached by the Applicant):	X
• Organizational Chart (do not include names)	X
• Job Description and Resume for the Agency's Executive Director	X
• Job Description and Resume for the Agency's Chief Financial Officer	X
• Job Descriptions for all CSBG employees (do not include names)	X
• Affirmative Action Plan	X
• Documentation of Public Hearings for Initial Planning Process:	X
Copy of Public Notice(s) from Newspaper(s)	X
Agenda of Public Meeting(s)	X
Copy of Attendance Sheet(s)	X
Minutes of Public Meeting(s)	X
• Documentation for Notice of Intent to Apply:	X
Copy of advertisement(s)	X
• Documentation of Submission to County Commissioners:	X
Notarized document from county clerk	X
Commissioners' comments or minutes (if applicable)	X
• Cognizant-Approved Indirect Cost Agreement	X
• Copy of the Proposal Application submitted to the cognizant agency for approval of the Indirect Cost Rate	X
• Cost Allocation Plan (if applicable)	X
• Vehicle Registrations (*must be up-to-date and after July 1, 2021)*	X
• State Certification-No Overdue Tax Debts	X
• State Certification-Contractor Certification required by N.C. Law	X
• Federal Certifications	X
• Cost Allocation Plan Certification	X
• Federal Funding Accountability and Transparency Act (FFATA)	X
• Central Contractor Registration (CCR) (*must be up-to-date and after July 1, 2021*)	X

Checklist to Submit a Complete Community Services Block Grant (CSBG) Application
(continued)

Item	**Included (√)**
• IRS Tax Exemption Verification- verifies the agency's 501 (c) (3) status (*Must be dated after July 1, 2016)*	X
• Conflict of Interest Policy (*must have been approved within the past 5 years and must be notarized)*	X
• Contractual Agreements/leases (*must be current within contract period)*	X

Community Services Block Grant Program
Fiscal Year 2023-24 Application for Funding
Certification and Assurances

Public Hearing on the Initial Plan

We herein certify that a public hearing as required by 10A NCAC 97B .0402 Citizen Participation in the Application Process occurred on Jan 4,2022 for the initial planning process for the agency's current project plan and the agency has maintained documentation to confirm the process of the public hearing.

For multi-county providers, indicate the date and the county the hearing was held.

Date	County	Date	County
1/4/2022	Bladen	1/4/2022	Robeson
1/4/1022	Brunswick	1/4/2022	Scotland
1/4/2022	Columbus		
1/4/2022	Hoke		
1/4/2022	Pender		

County Commissioners' Review

We herein certify that the application for this project period was submitted to the Board of County Commissioners for review and comment on January 31, 2023 as required by 10A NCAC 97C .0111 and 10A NCAC 97C .0307(9).

For multi-county providers, indicate the county and date the application for funding was presented to the Board of County Commissioners as required by 10A NCAC 97C .0111(B). SENT BY EMAIL> WILL BE ON UPCOMING AGENDA

Date	County	Date	County
1/31/23	Bladen	1/31/23	Robeson
1/31/23	Brunswick	1/31/23	Scotland
1/31/23	Columbus		
1/31/23	Hoke		
1/31/23	Pender		

Board of Directors Approval of the Application

I hereby certify that the information contained in the attached application is true and the Board of Directors has reviewed and approved this application for the Community Services Block Grant Program.

Date of Board Approval: SEE ATTACHED PDF

Board Chairperson: _____
(Signature) (Date)

Finance Committee Chairperson: _____
(Signature) (Date)

Board of Directors' Membership Roster

Total Seats Per Agency Bylaws	21	Total Current Vacant Seats	1

Total Number of Seats Reserved for Each Sector	Poor	7	Public	7	Private	7
Total Number of Vacant Seats Per Each Sector	Poor	7	Public	1	Private	7

Name	County of Residence	Community Group/ Area Represented	Date Initially Seated [month/year]	Number of Terms Served [completed]	Current Term Expiration [month/year]
Representatives of the Poor					
1. Keith Graham	Bladen	Elizabethtown NSC	04/2019		06/2023
2. Valorie Hatten	Brunswick	Brunswick NSC	07/2018		06/2023
3. Pamela Young-Jacobs	Columbus	Whiteville NSC	06/2022		06/2025
4. Larry McLean	Hoke	Hoke NSC	04/2019		06/2023
5. Lori Kirkpatrick	Pender	Pender NSC	05/2022		06/2025
6. Veronica McNeil	Robeson	Lumberton NSC	07/2022		06/2025
7. Renea Walker	Scotland	Policy Council	10/2021		10/2022
Public Elected Officials					
1. Rodney Hester	Bladen	County commissioners	05/2022		06/2025
2. Commissioners will recommend someone at their next meeting.	Brunswick	County commissioners			
3. Barbara Featherson	Columbus	County commissioners	08/2019		06/2023
4. Shirley Hart	Hoke	County commissioners	08/2018		06/2023
5. Loretta Schmitzer	Pender	County commissioners	10/2019		06/2022
6. William Locklear	Robeson	County commissioners	05/2022		06/2025
7. Tim Ivey	Scotland	County commissioners	04/2022		06/2025
Representatives of Private Organizations					
1. Victor Singletary	Bladen	Bladen Community College	08/2018		06/2023
2. Carl Parker	Brunswick	Brunswick NAACP	07/2018		06/2023
3. Dorene Evans	Columbus	DSS	05/2022		06/2025
4. Jordyn McCormick	Hoke	Maggie's Outreach Community Economic Development Center	11/2021		06/2024
5. Amanda Howard	Pender	DSS			
6. Phoebe Chavis Harris	Robeson	Robeson Community College	06/2022		06/2025
7. Tony Spaulding	Scotland	Scotland County NAACP	04/2019		06/2023

The signature of the Board of Directors Chairperson certifies that the people representing the poor were selected by a democratic process and that there is documentation on file that confirms the selection of all board members. In addition, by signing below, the Board of Directors Chairperson confirms that the selection of all board members coincides with the directives outlined in the agency's bylaws and that a current Board of Directors Member Profile is on file for each member.

SEE ATTACHED PDF

Board of Directors Chairperson

Board of Directors' Membership Contact Listing

Board Member	Physical Address	Email Address
Rodney Hester	116 Lee Street, Bladenboro, NC 28320	Krhester97@gmail.com
Keith Graham	343 Willie Road Riegelwood NC 28456	Kgraham35@gmail.com
Victor Singletary	10703 Center Street Bladenboro NC 28320	singvic@outlook.com
Valorie Hatten	122 N Navassa Road Leland NC 28451	v.hatten@yahoo.com
Carl Parker	1034 Parkwood Avenue NE Leland NC 28451	pooker@atmc.net 910-619-4974
Barbara Featherson	5051 Old Lumberton Road Whiteville NC 28472	bobfeatherson@yahoo.com
Pamela Young-Jacobs	8532 Old Lake Road Bolton, NC 28423	nativesongpj@yahoo.com
Dorene Evans	714 Rehobeth Church Road Clarkton NC 28433	devans@columbusco.org
Shirley Hart	708 N. Jackson Street Raeford NC 28376	harttia@yahoo.com
Larry McLean	335 S. Main Street Raeford NC 28376	910-627-7255
Jordyn McCormick	1049 King Tuck Road St. Paul's NC 28384	Jordylynne6003@gmail.com
Loretta Schmitzer	108 Cottage Walk Hampstead NC 28433	lorettaschmitzer@gmail.com
Lori Kirkpatrick	117 Rainbow Drive Hampstead NC 28443	lkirkpatrick@safehavenofpender.com
William Locklear	8366 NC Hwy 710 N Red Springs NC 28377	wilocklear@lumbeetribe.com
Veronica McNeil	2311 7th street, Lumberton NC 28358	Greaterrestoration78@yahoo.com

Phoebe Chavis Harris	2932 NC Hwy 710 Pembroke NC 28372	pharris@robeson.edu
Tim Ivey	808 W. Church Street Laurinburg NC 28352	tivey@scotlandcounty.org
Renea Walker	9621 Deerfield Circle Laurinburg NC 28352	Rnwalker10@gmail.com
Tony Spaulding	438 N. Caledonia Road Laurinburg NC 28352	Tspaulding.sbpeinc@gmail.com

Board of Directors' Officers and Committees

Note: All committees of the board should fairly reflect the composition of the board (10A NCAC 97C .0109). Be sure to identify the chairperson and other committee positions.

Name	Office	Sector Represented	County Represented*
Officers of the Board			
Shirley Hart	Chairperson		Hoke
Carl Parker	Vice Chairperson		Brunswick
Loretta Schmitzer	Treasurer/Finance Chair		Pender
Tony Spaulding	Secretary		Scotland
Dr. Ericka J. Whitaker, CEO	Liaison Staff		
Cynthia Foskey	Executive Administrator		
Committee Name: Finance			
Loretta Schmitzer	Chairperson	Public	Pender
Carl Parker		Private	Brunswick
Tim Ivey		Public	Scotland
Dorene Evans		Private	Columbus
Shirley Hart		Ex-officio	Hoke
Liying Reeder, CFO	Liaison Staff		
Committee Name: Personnel			
Carl Parker	Chairperson	Private	Brunswick
Amanda Howard		Private	Pender
Shirley Hart		Public	Hoke
Lori Kirkpatrick		Consumer	Pender
Tony Spaulding		Private	Scotland
Tamara Monroe, Chief Operating Officer	Liaison Staff		
Committee Name: Programs			
Larry McLean	Chairperson	Consumer	Hoke
Amanda Howard		Private	Pender
William Locklear		Public	Robeson
Phoebe Chavis Harris		Private	Robeson
Pamela Young-Jacobs		Private	Columbus
Tonie Brite, HS/EH Director	Liaison Staff		
Tiffany Anthony, Section 8 HUD Director	Liaison Staff		
Kathleen Lowe-Jacobs, CSBG Program Director	Liaison Staff		
Committee Name: Nominating/governance			
Keith Graham	Chairperson	Consumer	Bladen
Rodney Hester		Public	Bladen
Larry McLean		Consumer	Hoke
Valorie Hatten		Consumer	Brunswick
Jordyn McCormick		Private	Hoke
Dr. Ericka J. Whitaker, CEO	Liaison Staff		
Cynthia Foskey, Executive Admin.	Liaison Staff		

Committee Name: Fundraising			
Carl Parker – Chair	Chairperson	Private	Brunswick
Tony Spaulding		Private	Scotland
Shirley Hart		Public	Hoke
William Locklear		Public	Robeson
Tim Ivey		Public	Scotland
Loretta Schmitzer		Public	Pender
Phoebe Chavis-Harris		Private	Robeson
Jordyn McCormick		Consumer	Hoke
Lori Kirkpatrick		Consumer	Pender
Valorie Hatten		Consumer	Brunswick
Dr. Ericka J. Whitaker, CEO	Liaison Staff		
Committee Name:			
	Chairperson		

*To be completed by agencies serving multiple counties.

Community Service Block Grant

Board of Directors Contractual Certifications

I, _____Shirley Hart_____ (board chairperson name and name of applicant) certify the information in the following categories by initialing each certification and signing below:

☐X **A. Conflict of Interest:** I certify that a Conflict-of-Interest Policy is in place and that a copy of the policy can be found in the Employee Policy Manual and in the Board Member Handbook. I also certify that all members of the Board of Directors and all staff annually sign "Conflict of Interest" forms and that copies of Board member signatures are kept in the Board Minutes Book while copies of employee signatures are retained in the personnel files.

X☐ **B. Board of Director Orientation/Training:** I certify that a Board Member Orientation Policy is in place and that it is utilized as new Board members are assigned to the Board. I also certify that all Board members attend an annual Board Training each year and the record of such is reflected in the Board minutes. The most recent Board Training occurred on *September 12,2022*

☐X **C. Agency-wide Audit:** I certify that *Anderson Smith &Wike PLLC*performs an audit annually. The audit is completed each year and submitted for review by the Board. The most recent audit for program year 2021-22 was submitted and accepted by the Board at the *1-24-2023* meeting and is on record in said minutes.

Certification (Original Signature)

See attached

_____ _____

Signature of Chairperson/President Date

Community Service Block Grant

Certification of Community Assessment

The _Southeastern Community Action Partnership___ (applicant) has conducted a Community Assessment of its service area within the past three (3) years utilizing the following method(s):

(Check one or more of the following methods)

X Surveys of the community(s) - door to door, telephone, etc.

☐ Review of Records - agency intake forms, program participant records, etc. (may be used with at least one other type of needs assessment; will not meet compliance on its own)

X Review of demographical information - U.S. Census, welfare statistics, unemployment statistics, etc.

X Discussions/information/testimony provided by individuals and community members - social service professionals, agency staff, program participants, etc.

☐ Public meetings to solicit input on community needs

☐ Other (Describe) _____

_____

The most recent Community Assessment was completed on: June 2020_
(date)

The Community Assessment was completed by: _____SCAP, Inc_____
(agency or contractor)

It is expressly understood that this Community Assessment should include community and consumer input. It is to be used as a basis for prioritizing the needs of the low-income population in the service area and for planning the applicant's projects to meet those needs.

It is further understood that documentation validating that a Community Assessment was completed and is to be retained by the applicant and is subject to review by the Office of Economic Opportunity.

Please provide a 4-5 sentence summary of your most recent Community Needs Assessment:

SCAP, Inc.'s community assessment is based on the collection and analysis of all applicable data for the communities served by the CSBG. Qualitative and quantitative assessments were completed of demographic and community needs data. The data were obtained from a variety of sources including state and local agencies as well as a community needs survey which was developed and disseminated to determine the needs and challenges of the SCAP service area. This data was utilized to create a report that defines the number of CSBG eligible individuals and families who live in the service area, the greatest needs and challenges for the families and communities, what the program can do to help achieve those needs, and to help determine the program design best suited for our potential customers.

(Continue to next page)

The following is a list of needs as prioritized, with community input, through the need assessment process.

1. Employment/Better paying employment	4. Community Awareness/Prevention of Crime/Violence, Alcohol/Substance/Drug Abuse/ Mental Health
2. Education/ Job readiness training /computer skills	5. Transportation /Lack of transportation
3. Housing/affordable housing/ Home ownership	6. Financial Literacy/ Budgeting

Certification (Original Signature)

See attached

Signature of Chairperson/President

Date

Community Services Block Grant Program
Fiscal Year 2023-24 Application for Funding
Planning Process Narrative

1. Explain in detail how each of the following was involved in the planning and development of this strategic plan.

   a. Low-Income Community: The neighborhood service centers have advisory councils comprised of representatives of the poor who reside in the areas served. SCAP conducted an in-depth Community Needs Assessment in 2020. The three-year plan was developed using the information gathered through the assessment. Public hearings were held with notices being posted in each center and advertised on SCAP website along with Facebook providing an opportunity for the low-income community to have input and provide suggestions as it relates to the operation of the Community Service Block Grant funding program.

   b. Agency Staff: Staff joined in in the distribution of the Community Needs Assessment questionnaire and assisted in the development of the Community Needs Assessment Report. This data was utilized to determine the most effective use of CSBG funds to meet the needs of all communities served.

   c. Agency's Board Members: The SCAP Board of Directors participates in training annually to help them better understand their responsibilities and the functions of the CSBG Program. ROMA for Boards training was also provided. The results of the Community Needs Assessment were provided to the Board of Directors. The information was utilized to determine the best approach for addressing the major causes of poverty using CSBG funding.

2. Describe how and what information was gathered from the following key sectors of the community in assessing needs and resources during the community assessment process and other times. These should ideally be from each county within your agency's service area:

   a. Community-based organizations: Due to COVID surveys were placed on survey monkey and he link was shared via email, Facebook and agency website. Paper versions of the surveys were also left at community agency partners office to share with citizens. SCAP gathered info on available resources, statistics, and partnership opportunities with other Community Action Agencies, Department of Socials Services, United Way, Health Departments, NC Division of Child Development and Early Education, NC State Center for Health Statistics, NC Department of Justice, Section 8, etc.

   b. Faith-Based Organizations: gathered data on what assistance and partnerships are they willing to assist with emergency service, shelter, and stabilization.

   c. Private Sector: gathered data to see if they are willing to partnerships and donate to agency and/or events in the community.

   d. Public Sector: Gathered data such as the demographics, industry make-up, local economy info, housing figures, median household income, poverty rate, etc. from all of the local Counties Government, US Census Bureau, US Department of Education, NC Department of Commerce,

NC Nutrition and Physical Activity Surveillance System as well as to determine available resources and opportunities.

e. Educational Sector: Data gathered on the Counties school systems in all counties included looking at the number of schools operated in each county, how many students they serve, the high school graduation rate, and the educational levels for each county; we look at the local Community Colleges, Colleges, and University in each county to analyze cost, programs and training offered, graduation success level, and the convenience for residents.

3. Describe your agency's method and criteria for identifying poverty causes including how the agency collected and analyzed qualitative and quantitative data in identifying those causes.

Information was gathered using a questionnaire that was distributed through our agency's Facebook, email, agency website, distributed through the use of Board and Advisory Council members, and made available to the public at all SCAP facilities. Community Partners also assist with providing the questioner. We also reviewed statistical data from various sources including the latest Census Data.
Poverty causes facing low wealth individuals in our communities include the following:

- Unemployment/low paying jobs
- Lack of education or job training
- Lack of transportation
- Illiteracy
- Substance abuse to include drug and alcohol
- Incarceration
- Violence/Domestic Violence
- Criminal background
- Poor Nutrition/obesity
- Homelessness/Lack of Affordable Housing (Hurricane Florence)
- High cost of childcare
- Public health issues
- Mental health
- Teen Pregnancy (Scotland County has the fourth highest teen pregnancy rate in the State)

Additional barriers identified include the need for training in banking and budgeting, family planning and goal setting, computer training, job search training, and health, wellness, and nutrition. These causes were identified by evaluating the data gathered from all sources including the data gathered from the surveys. Essentially, the primary cause of poverty is the lack of skills to become self-sufficient. This data supports the need to continue the agency's Family Empowerment Self-Sufficiency Project. This intensive case management project will enable us to address the barriers our communities and low-income families are facing as they fight to attain self-sufficiency

4. Describe activities that your agency has undertaken to advocate for and empower low-income individuals and families to achieve economic independence and security.

SCAP has been an advocate for low-income individuals since 1964 and will continue to support the development of services that impact the low wealth community. Some of the strategies we have undertaken include the following:
•Delivered employment workshops to assist with resume writing, mock interviews, completing of applications, etc.
•Delivered financial workshops to help them to better utilize their limited incomes.

•Intervened with landlords, utility companies, insurance agencies, and other service agencies to help our customers to gain control of their situations.
•Partnered with local community colleges to further develop our customers' skill sets.
•Provided community awareness workshops on financial literacy, fraud, nutritional and wellness
•Assisted with helping our customers to get into counseling, parenting class, and conflict resolution training.
•Case Managers work with customers and their family members on a very human level to help them increase life skills and to build stronger self-esteem.

SCAP helps provide opportunities for empowerment so they can achieve a greater sense of authority over their own lives and future. We will continue to advocate and or sponsor on behalf of low-income individuals to include:

- Employment readiness training and assistance
- Employment opportunities
- Educational opportunities
- Higher wages
- Financial literacy counseling and budget management
- Affordable and safe neighborhoods and rental housing
- Nutrition assistance and training
- Community awareness and prevention on crime, domestic violence, and drug/substance/alcohol abuse

Youth Leadership for county low-income youths

5. Describe how your agency plans to make more effective use of, coordinate and form partnerships with other organizations and programs including: State welfare reform efforts; public and private resources; religious organizations, charitable groups, and community organizations.

Our agency coordinates with all other services agencies in our area through a variety of ways. In addition to interagency councils that meet in some of the counties, we have continued the hands-on collaboration that pioneered several years ago through the design and operation of the Families Achieving Self-Sufficiency (FASS) pilot project. Our Family Empowerment Self- Sufficient project is patterned after FASS. Through the collaborative FESS process, each county has a team, the FESS Team, comprised of representatives from various county agencies, including the Health Departments, DSS, ESC, local business and industry, and other entities as county needs dictate. During these meetings members learn of available resources and make connections on behalf of clients, some of them mutual. Our FESS case managers keep in close contact with clients to make sure they stay on track and to provide much needed information gathered at the FESS Team meetings.

6. Describe how your agency will establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals, to avoid the duplication of such services and to fill identified gaps in services, through the provision of information, referrals, case management and follow-up consultations.

We have used the most integrated, holistic approach which has been proven as successful for several years. Clients enter the process through any human services agency to find out if they are eligible for services. While SCAP CSBG is the lead program on each FESS Team, any member can present a case deemed appropriate to maximize resource mobilization on behalf of clients. Clients enrolled in FESS can benefit from the broader knowledge of and increased access to available resources. Our service delivery involves screening for eligibility, working with clients to

prepare strengths/needs assessment, and to devise a plan of action. Clients enter into a participant agreement that clearly outlines what is expected of each party. Staff make appropriate referrals for identified areas of need/interest, e.g., jobs, housing, education, nutrition, etc. Client progress is monitored which is tracked through ROMA and AR4CA. Plans of action are amended as needed. We also we referral our customers to community partners for other services they are eligible for.

7. Provide a description of how your agency will support innovative community and neighborhood-based initiatives related to the purposes of the Community Services Block Grant (fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting).

   Through CSBG, SCAP continues to make referrals and to accept referrals from innovative and neighborhood-based initiatives such as Community Based Alternatives (many from Juvenile Services) program that involve the whole family in gaining skills needed to live peacefully within the family and the community. Partnerships have been strengthened with community partners to more specifically outline the types of supportive services that will be provided through our collaboration efforts. In addition, SCAP will continue to have customer workshops that work with both the parents and children on various topics such as budget, employment, family support and roles of the family.

8. Describe activities that your agency has undertaken or plans to undertake, on an emergency basis, for the provision of such supplies and services, nutritious foods and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.

   We have worked with community local food pantries along with local faith-based organizations to provide referrals and work with the pantries that distribute commodities for which our customers are eligible. We worked with Second Harvest Food Bank to distribute food boxes to the seniors for the Commodity Supplemental Food Program in Robeson County. In addition, we work with the Church and Community Services Health Departments and Cooperative Extensions to provide nutritional workshops on healthy eating and cooking. Due to COVID we will also provide literature via email, mailing any services in which customers can benefit from. The agency has also utilized funds to provide our families with fresh produce and healthy eating workshops for the families

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Planning Process Narrative (continued)

9. Describe how your agency will coordinate the provision of employment and training activities with entities providing activities through statewide and local workforce investment systems under the Workforce Innovation and Opportunity Act. Provide the dollar amount of your allocation that will go towards employment training.

   SCAP has developed strong relationships and entered into formal partnership agreements with local workforce investment systems to ensure that our FESS customers have access to training

that is available throughout the service area. We have allocated $25,000 employment supports this can be utilized for uniforms, health safety items for employment, employment attire, required trainings for employment. SCAP also has allotted $17,500 towards educational supports which can be utilized for short term tuition, books, supplies, fees, continued education which will enhance the skills of customer we serve.

10. Describe how your agency will ensure coordination with the emergency energy crisis intervention program under title XXVI (relating to low-income home energy assistance).

    SCAP will continue to coordinate energy assistance resources with local Departments of Social Services, which operate CIP/LIEAP projects. Partnership with other local non-profits that assist with utilities have also been created (Church Community). We will also continue to serve as intermediaries on the clients' behalf with the utility companies to help pave the way for payment plans to be made or at least to delay utility cutoff to give the client more time so that staff can work with them on energy conservation education. Referrals are also made to Action Pathways for the counties we partner with that are serviced through the Weatherization Assistance Program

11. Describe the needs of low-income youth and your agency's efforts to promote increased community coordination and collaboration in meeting the needs of low-income youth.

There are needs for after school activities and summer program for our youths in our service area. We will continue to host our youth enrichment mini camps that focus on leadership, wellness, employment, etiquette, education, self-esteem, social media, bullying and social skills to improve and empower our youths. We collaborate with other agencies to meet the needs of low-income youth in our area to include Communities in Schools of NC, The Group Theory, Inc. the Dream Center, the Mentor Network, Head Start and others who work with youth to get them to participate in safe, positive activities that will reinforce academic achievement and provide positive role models.

12. Describe your agency's method for informing custodial parents in single-parent families that participate in CSBG programming about the availability of child support services. In addition, describe your method for referring eligible parents to the child support office[s].

13. Describe activities that your agency has undertaken or plans to undertake, to address the Department's priorities which includes:

    - Combat the Opioid Crisis by focusing on policies and practices that prevent opioid misuse, addiction, and overdose.
        - Local substance abuse provider RHA is partnering with the agency also to provide workshops. We will direct customer to their local MCO for referrals for substance abuse services.
    - Develop better outcomes for Early Childhood learners to ensure that they are healthy, safe, and nurtured, learning, and ready to succeed.
        - SCAP currently has Head start and Early Head start. Families will be referred as needed. FESS also partners with the parents of the enrolled children to enroll into the self-sufficiency program.
    - Expand NCCARE360, a statewide database that provides resource information for medical providers and human services professionals in response to social determinants of health like housing stability, food security, transportation access and interpersonal safety; and

- Implement Healthy Opportunities that improve the health, safety, and well-being of North Carolinians by addressing conditions in which people live that directly impact health.

- Staff have undergone the training to utilize the NCCARE 360 database.

Community Services Block Grant Program
Fiscal Year 2023-24 Application for Funding
OEO Form 210

Agency Strategy for Eliminating Poverty

Planning Period: July 2023 – June 2024

Section I: Identification of the Problem (use additional sheets if necessary)

1. Give the Poverty Cause name(s), rank the poverty cause(s) and identify which one(s) the agency will address.

   Inability to become self-sufficient due to the lack of employment/educational skills to gain employment or better employment. Rural areas we serve lack transportation and resources. We will provide support to overcome these barriers.

2. Describe the poverty cause(s) in detail in the community with appropriate statistical data (include data sources).

   The US Census Bureau July 2021 poverty estimates show that the poverty rate was 11.6% and for North Carolina it is 13.4%. Robeson County's poverty rate is estimated at 27.9%) and Scotland County is estimated at 24.4%. In addition, in our service area, we have 3 additional counties Hoke, Columbus, and Bladen that are above the State's poverty rate, and they fall (Hoke)15.5%, (Columbus)23.4% and (Bladen)21.6%. Brunswick and Pender counties fall below the State's poverty rate at 9.8% for Brunswick and 10.8% for Pender.

   (A) Explain why the problem exists: The NC Department of Justice's study shows that a growing number of people in our service area are living in neighborhoods of concentrated poverty. Identify the segment of the population and give the number of people experiencing the problem. Throughout our seven-county service area there are high percentages of people living in areas of concentrated poverty. This study also reports that African Americans who were poor were 2.7 times more likely to live in concentrated-poverty neighborhoods than Latinos who were poor, and 3.5 times more likely than whites who were poor.
   (B) Identify the segment of the population and give the number of people experiencing the problem: According to US Census, the poverty rate for each of our service area is as follow: 29.1% for Bladen County (9,658 people out of 33,190), 10.5% Brunswick County (14,358 people out of 136,744), 23% Columbus County (14,080 people out of 55,655), 22.9% Hoke County (9,857 people out of 54,764), 18.7% Pender County (9,386 of 62,162), 30.8% Robeson County (32,299 people out of 131,831), and 31.5% Scotland County (9,364people out of 34,810).
   (C) Provide demographic information of those adversely effected inclusive of:
      a. Gender: The estimated population for 2018 for our service area is 490,313 .51% are females and 48.9% are males
      b. Age: The median age of those living within our service area is 40.7. 33.7% of the residents living in poverty are under the age of 18, 59.3% are between the ages of 19 and 64 years of age, and 7% are 65 years of age or older according to the Census Reporter.
      c. Race/Ethnicity for the agency's service area: According to the Census Reporter, the racial/ethnicity of those living in poverty in our service area is as follows: 54.3%-

White; 27%-Black; 10.02%-Native American; 7.04- Hispanic; .757 Asian; and .883 other.

d. Explain how the persons are adversely affected.: Those living in these areas face restricted access to jobs, education, and networks that can improve their financial standing. Research shows that the residential segregation of people who are poor can lead to negative neighborhood effects including low-quality education opportunities, weaker employment networks, poorer health outcomes, and elevated levels of crime. COVID has also eliminated small business that has employed our customers along with hours being reduced due to closing down. In addition, the seven-county service county of SCAP was impacted by Hurricane Matthew in 2016 and Hurricane Florence in 2018. Our service area was one of the hardest hits by Hurricanes Matthew and Florence is currently in the process of rebuilding the community four years after the Hurricane Matthew and four years after Florence

Section II: Resource Analysis (use additional sheets if necessary)

(A) Resources Available:

Agency Resources: SCAP's total budget is $____25, 379,865.25

a. Community Resources: The following resources are available to clients within our seven-county area: DSS (Work First, TANF, Food Stamps, Medicaid, etc.); Public Health Department, Mental Health Services through private providers and Eastpointe Mental Health Services; Wellness Program; Dental Health Clinics; Employment Security Commission (Workforce Development); Temporary Staffing Agencies (Two Hawk, the Staffing Alliance, etc.); Cooperative Extensions for the nutritional workshops; faith-based organizations (churches, ministerial alliances and associates, Robeson County Church & Community Services, etc.); nonprofit organizations (Brunswick Family Assistance, Scots for Youth, Mentor Network, etc.); Small Business and Technology Development Center, community colleges (ABE, GED, high school diploma, and skills programs); colleges and universities for post-secondary education; preschool programs (head Start, Early Head Start, NC Pre-K, private child care); lending institutions (banks to include Wells Fargo, credit unions, Small Business Administration, etc.); FMHA, Habitat for Humanity, Second Harvest Food Bank and food pantries, and other civic and community groups with programs or services to help the target population

(B) Resources Needed:

b. Agency Resources: To better serve our target population, other funding sources are needed to leverage with current funding to provide direct assistance to include transportation and affordable and safe housing. Customers are also seeking to become business owners and self employed

c. Community Resources: COVID-19 further impacted the community to include the low income and the community needs additional dollars to create jobs, safe and affordable housing, and case management services. Substance abuse services are also needed in-service areas

Section III: Objective and Strategy

(C) Objective Statement: To assist 32 families, obtain self-sufficiency with income above the federal poverty guidelines by June 30, 2024

Strategies for Objective:

- Provide comprehensive case management services for low wealth participants to become.

- more self-sufficient.
- Increase employment readiness skill workshops to assist with resume writing, mock interviews, completing applications, etc.
- Deliver financial workshops to help them to better utilize their limited incomes.
- Intervene with landlords, utility companies, insurance agencies, and other service agencies to help our customers to gain control of their situations.
- Partner with local community colleges to further develop our customers' skill sets.
- Assist with helping customers to get into counseling, parenting class, and conflict resolution training.
- Encourage faith-based community to collectively pool funds and offer an emergency relief service to intervene when crises arise
- Collaborate with Health Department, Care Clinic and other health groups to provide free or low cost medical and dental care to low-income population, including preventive care as well as seminars/workshops on Community Awareness/Prevention of Crime/Violence, Alcohol/Substance/Drug Abuse
- Provide nutrition seminars to improve health of low wealth population
- Provide leadership events for the youth.

OEO Form 210 (continued)

Section IV: Results Oriented Management and Accountability Cycle (use additional sheets if necessary)

Organizational Standard 4.3 requires that an agency's strategic plan and Community Action Plan document the continuous use of the ROMA cycle and use the services of a ROMA trainer.

(D) Community Needs Assessment: Please summarize the primary needs of your community as determined through the Community Needs Assessment, and explain which of those are Family, Agency, or Community Needs, and why.

Community Needs Assessment: Please summarize the primary needs of your community as determined through the Community Needs Assessment, and explain which of those are Family, Agency, or Community Needs, and why.
The study by North Carolina Department of Justice released a brief that shows a growing number of people in our service area are living in neighborhoods of concentrated poverty. Those living in these areas face restricted access to jobs, education, and networks that can improve their financial standing. Research shows that the residential segregation of people who are poor can lead to negative neighborhood effects including low-quality educational opportunities, weaker employment networks, substandard housing, poorer health outcomes, and elevated levels of crime.

- Primary barrier to individuals and families attaining self-sufficiency is the lack of jobs in our communities with a livable wage, job stability, childcare, and a need for job training. Employment or better employment is needed (Family and Community)
- The 15% to 31% range in our service area of the population having less than a high school diploma and those achieving degrees for higher education in our service area

still indicate a pressing need for basic and continuing adult education in each county. Education/Training is needed (Family, Agency, and Community)

- Low incomes lead to substandard or unaffordable housing. The lack of affordable housing has hindered relocation efforts for many. COVID caused housing rentals to increase Affordable housing or better housing is needed (Family, Agency, and Community)
- Lack of health insurance has been shown to be associated with problems obtaining health care, and the unemployed are less likely to have health insurance than their employed counterparts. With no health insurance, individuals are more likely to delay or not receive needed prescriptions, eye exams, preventive medical visits, dental exams, etc. and eat poorly. Health (Mental and Physical), Wellness and Nutrition are needed. (Family and Community)
- In rural communities, public transportation is very limited. According to the case study "Resolving the Transportation Problem in a Rural Community", individuals with limited income struggles with acquiring reliable transportation to and from work as well as to medical appointments and to school to continue their education. Transportation accessibility or better transportation is needed. (Family and Community)
- As stated in the brief by the NC Department of Justice, research shows elevated levels of crime, higher stress level, and more emotional problems. The communities also face problems with high child-abuse and neglect rates, drug abuse, and adolescent and teen pregnancies. Community Awareness on Prevention of Crime/Violence, Alcohol/Substance/Drug Abuse, and Teenage Pregnancy is needed. (Family, Agency, and Community)

(E) Achievement of Results and Evaluation: Please discuss your agency's achievement of results from last year. What were the successes and why were those areas successful? What areas did not meet targets or expectations and why were those areas not as successful? What Improvements or changes will be made for this year's work plan to achieve desired results and better meet the needs of the community?

SCAP achieved the outcomes with the families (255), obtaining employment (55), better employment (14) jobs with medical benefits (20), education and training (18), securing housing (16), SCAP did not achieve the outcome of Over the Poverty Guideline, but we were able to get 26 out of 30 goals. The areas we serve are rural without any transportation and this is a continued barrier that allows customers to get the employment that will bring them over the PGL. Improvements and changes will entail more community partners, having mass intakes, creating relationships with local businesses that will be willing to hire some of our customers. We will continue to offer workshops that focus on employment, budgeting, home ownership, and other needs of the customers. Resume building and one on one job readiness will be incorporated with a employment/financial coach.

An improvement that we can make to achieve our out of poverty goal is to focus on assisting our customers in obtaining higher paying jobs and provide supportive services in helping them to maintain their jobs for 90 days and beyond. Offer more employment focused workshop and utilize NC Works career centers in our local communities.

(F) Please name the ROMA trainer who provided the services used in developing this community Action Plan and describe what specific services were provided.

Wanda Davis is the ROMA certified trainer for Southeastern Community Action Partnership Inc.
To ensure the organization's plan documents the continuous use of the full ROMA cycle or comparable system (assessment, planning, implementation, achievement of results, and evaluation). In addition, the organization documents having used the services of a ROMA certified trainer to assist in implementation. Organize and implement programs, service, and strategies within the agency and among partnering organizations to achieve anticipated results.
Supervisor Sarah Shipman will be completing her ROMA trainer certification this FY year.

Community Services Block Grant Program
Fiscal Year 2023-24 Application for Funding
One-Year Work Program
OEO Form 212

Section I: Project Identification				
1. Project Name:	Family Empowerment Self-Sufficiency (FESS)			
2. Mission Statement:	To improve and empower the lives of the people we serve.			
4. Objective Statement:	To assist 32 families, obtain self-sufficiency with income above the federal poverty guidelines by June 30, 2024			
5. Project Period:	July 1, 2023- June 30, 2024			
6. CSBG Funds Requested for this Project:	July 1, 2023	To	June 30, 2024	$1,355,452
7. Total Number Expected to Be Served:	225			
a. Expected Number of New Clients	150			
b. Expected Number of Carryover Clients	75			

One-Year Work Program
OEO Form 212 (continued)

Section II: One-Year CSBG Program Objective and Activities				
Identified Problem	Service or Activity	Outcome Expected	NPIs (List all NPIs applicable to activity)	Position Title(s)
Five (5) of the seven (7) counites we serve have a poverty rate higher than the North Carolina State Average. Poverty continues to keep the fiercest grip on our communities and a growing number of people in our service area are living in neighborhoods of concentrated poverty which restricts access to jobs, education and other networks that can improve their financial standing.	To provide comprehensive services in fiscal year 2023-2024 to 225 low-income families designed to enable them to achieve self-sufficiency and informed of available resources in the community.	225 Families enrolled in the FESS program by June 30, 2024	4.1	Program Director CSBG Manager Case Manager II ROMA Compliance Officer (RCO) Case Managers Program Coordinator Resource Coordinator Intake specialist
	To provide effective and efficient delivery of services by the following: Utilize NC Care 360 in service areas available. • Collect and share data on current sources with staff for use with clients. Provide regular training (individual and group). • Prepare and issue PSAs announcing services. • Notify local service agencies to make referrals.	225 families enrolled in the FESS program by June 30, 2024	4.1	Program Director CSBG Manager Case Manager II ROMA Compliance Officer (RCO) Case Managers Program Coordinator Resource Coordinator Intake specialist

	• Participate in Community Service Block Grant (CSBG) advisory committee meetings to inform other agencies of services and remain abreast of other community services available to clients. • Distribute brochures to clients, faith-based organizations, human service organizations, businesses, and community at large			
Low wealth individuals face restrictions on information, resources, and networks that are available that can improve their financial standing.	To provide case management services to low wealth individuals to enable them to achieve self-sufficiency. Utilize NC Care 360 in participating counties s • Recruit eligible applicants • Assess each client • Prepare development plan. • Make referrals and advocate for needs • Follow up on referrals • Coordinate services • Re-assess needs on quarterly basis • Follow up on progress • Coach and mentor clients offer informal life skills and problem-solving skills. • Provide training • Facilitate group support • Maintain accurate records	To provide comprehensive case management services to 225 families by June 30, 2024	4.1	Program Director CSBG Manager Case Manager II ROMA Compliance Officer (RCO) Case Managers Program Coordinator Resource Coordinator
Primary barrier to individuals and families attaining self-sufficiency is the lack of jobs with a livable wage, job stability, and a need for job training.	To provide employment training and opportunities for low wealth participants to achieve self-sufficiency and assist with 70 families in securing employment	50 participant families will obtain employment and 25 will obtain better employment by June 30, 2024	1.1 1.1 A 1.1 B	Program Director CSBG Manager Case Manager II ROMA Compliance Officer (RCO) Case Managers Program Coordinator Resource Coordinator

	To provide direct educational support to 20 participants by assisting with tuition, books, childcare, transportation, uniforms, and supplies	20 participants will receive educational supports by June 30, 2024	1.2 (A-G	Program Director CSBG Manager Case Manager II ROMA Compliance Officer (RCO) Case Managers Program Coordinator Resource Coordinator
Low incomes lead to substandard or unaffordable housing. . The lack of affordable housing has hindered relocation efforts for many. Affordable housing or better housing is needed.	To assist 20 families in accessing standard, affordable housing through home ownership, home improvement, rental housing, and retirement/nursing homes, Veteran Affairs, private sector owners and builders, Habitat for Humanity, faith-based organizations, tribal grants, Section 8, and others. Utilize NC Care 360 in service area that are utilizing database	20 participant families will secure stand housing by June 30, 2024	1.2 H 3.2 C 6.4E	Program Director CSBG Manager Case Manager II ROMA Compliance Officer (RCO) Case Managers Program Coordinator Resource Coordinator
Lower incomes impact all facets of life that creates a vicious circle for many families which creates a greater need for financial resources. Lower incomes impact all facets of life that creates a vicious circle for many families which creates a greater need for financial resources. (Unemployment, underemployment, medical bills due to lack of insurance, and lack of medical care or preventive medical contributes to poor nutrition	To provide financial literacy workshops to support self-sufficiency. Training topics may include budgeting effectively, managing resources, home ownership couponing, managing a checking and savings account, etc. (Note: The number represents one workshop per county per quarter).	21 financial workshops will be conducted for family participants by June 30, 2024	1.3 (D-G)	Program Coordinator Resource Coordinator Intake specialist
	To assist 225 families in analyzing finance and prepare a budget using the Accountable Results for Community Action program (AR4CA)	225 families will have a budget completed by June 30, 2024	1.3	Compliance Officer (RCO) Program Director CSBG Manager Case Manager II ROMA Case Managers Program Coordinator

	budget form.			Resource Coordinator
	the Accountable Results for Community Action program (AR4CA) budget form			
Lack of health insurance has been shown to be associated with problems obtaining health care, and the unemployed are less likely to have health insurance than their employed counterparts. With no health insurance, individuals are more likely to delay or not receive needed prescriptions, eye exams, preventive medical visits, dental exams, etc. and eat poorly. Health (Mental and Physical), Wellness and Nutrition are needed.	To provide wellness and nutritional supportive services to 50 low wealth participants to enable them to achieve self-sufficiency and to strengthen families to include health care, medical care, eye exam, glasses, dental care, mental health, and supplemental food. Link client's healthcare.gov for affordable insurance	50 family participants will receive health, wellness, and/or nutritional services by June 30, 2024	1.2 G 6.3 6.4 D	Program Director CSBG Manager Case Manager II ROMA Compliance Officer (RCO) Case Managers Program Coordinator Resource Coordinator
	To assist customers in accessing life skills classes to reduce stress such as conflict resolution, parenting and community relations through entities such as county cooperative extension offices and through in-house training.	35 family participants will receive life skill classes by June 30, 2024	4.1	Program Director CSBG Manager Case Manager II ROMA Compliance Officer (RCO) Case Managers Program Coordinator Resource Coordinator Intake specialist
	To assist customers in accessing nutrition programs such as Women Infants & Children, Food stamps, US Department of Agriculture Commodities, and school breakfast/lunch programs, and others	35 family participants will receive nutritional support and/or referrals by June 30, 2024	1.2 I 4.1 6.2 6.4 F	Program Director CSBG Manager Case Manager II ROMA Compliance Officer (RCO) Case Managers Program Coordinator Resource Coordinator
In rural communities, public transportation is	To provide transportation	To provide 80 transportation	1.2F	Program Director CSBG Manager

very limited. According to the case study "Resolving the Transportation Problem in a Rural Community", individuals with limited income struggles with acquiring reliable transportation to and from work as well as to medical appointments and to school to continue their education. Transportation accessibility or better transportation	assistance for employment support, education/training support, and medical support such as gas, bus tickets if available, and small car repairs	assistance for employment support, education/training support, and medical support such as gas, bus tickets if available, and small car repairs		Case Manager II ROMA Compliance Officer (RCO) Case Managers Program Coordinator Resource Coordinator
As stated in the brief by the NC Department of Justice, research shows elevated levels of crime, higher stress level, and more emotional problems. The communities also face problems with high child-abuse and neglect rates, drug abuse, and adolescent and teen pregnancies. Community Awareness on Prevention of Crime/Violence, Alcohol/Substance/Drug Abuse, available resources in the community for our youth ages 13-18 and Teenage Pregnancy is needed.	To provide 7 community Resource Fairs for family participants and the community at large on the prevention of crime/violence, child abuse, teenage	7 Resource Vendor Fairs workshops/seminars will be conducted by June 30, 2024	2.3 3.2	Program Director CSBG Manager Case Manager II ROMA Compliance Officer (RCO) Case Managers Program Coordinator Resource Coordinator Intake specialist
As stated in the brief by the NC Department of Justice, research shows elevated levels of crime, higher stress level, and more emotional problems. The communities also face problems with high	pregnancy, opioid crisis (Alcohol/Substance/Drug Abuse), and other topics as important to the specific community or county			

child-abuse and neglect rates, drug abuse, and adolescent and teen pregnancies. Community Awareness on Prevention of Crime/Violence, Alcohol/Substance/Drug Abuse, available resources in the community for our youth ages 13-18 and Teenage Pregnancy is needed.				
	To provide 3 Youth events in Bladen/ Columbus, Brunswick Pender and Robeson, Hoke/Scotland counties on leadership, teenage pregnancy, nutrition and wellness, education, employment, financial management, crime prevention, social and cyber bulling, and social etiquette	70 family participants will complete the Youth pop up events	6.3	Program Director CSBG Manager Case Manager II ROMA Compliance Officer (RCO) Case Managers Program Coordinator Resource Coordinator Intake specialist

One-Year Work Program
OEO Form 212 (continued)

Section III: Program Administration and Operations					
Administration, Services, Operations Outcome Expected	Position Title(s)	Implementation Schedule			
		First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Follow-Ups: Maintain regular contacts with clients to assess progress; assist with case management plan, and budget revisions, as needed. Use AR4CA to capture data.	Case Manager II ROMA Compliance Officer (RCO) Case Managers Resource Coordinator	7/23 – 9/24	10/23-12/24	1/24-3/24	4/24-6/24
Compliance: Monitor staff performance to ensure compliance with contracted performance, efficiency, and outcome measures as well as viability of goals, objectives, and activities through onsite visits, review of AR4CA, and review papers maintained in the center with emphasis on documentation of customer eligibility at time of enrollment and outcomes achieved.	Program Director CSBG Manager Case Manager II ROMA Compliance Officer (RCO)	7/23 – 9/24	10/23-12/24	1/24-3/24	4/24-6/24
Reporting: Submit monthly reports to the CSBG manager and Program Director	Case Manager II ROMA Compliance Officer (RCO) Case Managers Program Coordinator Resource Coordinator	7/23 – 9/24	10/23-12/24	1/24-3/24	4/24-6/24
Prepare and submit required reports and documents to the Chief Executive Officer, Board of Directors, and Office of Economic Opportunity as well as other reports that are required, including the Annual Report.	Program Director CSBG Manager Program Coordinator	7/23 – 9/24	10/23-12/24	1/24-3/24	4/24-6/24
Statistical Performance: Evaluate outcomes, contact time, and case load to ensure staff are meeting the targets identified in the work program. General quarterly statistical reports and share data with appropriate personnel	Program Director CSBG Manager Program Coordinator	7/23 – 9/24	10/23-12/24	1/24-3/24	4/24-6/24
Public Events: Develop calendar of events throughout service area and ensure staff participation to publicize program. Develop partnerships and obtain agreements with agencies throughout the service area.	Program Director CSBG Manager Program Coordinator Intake Specialist	7/23 – 9/24	10/23-12/24	1/24-3/24	4/24-6/24

Conduct closing activities “Graduation Ceremony” for participants who successfully complete the FESS program.	Program Director CSBG Manager Case Manager II ROMA Compliance Officer (RCO) Case Managers Program Coordinator Resource Coordinator Intake specialist				4/24-6/24

Community Services Block Grant Program
Fiscal Year 2022-23 Application for Funding
One-Year Work Program
OEO Form 212 (continued)

9. Use the tables below to enter your agency's targeted outcome results. The performance measures will be included in the agency's CSBG contract.

All CSBG grantees operating self-sufficiency projects are required to enter program targets in Table 1. Please refer to *Performance Measures and Outcomes Definitions* on page 7 of the Fiscal Year 2023-24 CSBG Application Instructions. If your agency operates more than one project, you will also need to complete Table 2 on the following page and also enter specific program targets. There should be one table of outcome measures per project.

Table 1 Outcome Measures for Project 1 (enter project name)	
Measure	Expected to Achieve the Outcome in Reporting Period (Target)
The number of participant families served.	225
The number of low-income participant families rising above the poverty level.	32
The number of participant families obtaining employment.	55
The number of participant families who are employed and obtain better employment.	25
The number of jobs with medical benefits obtained.	22
The number of participant families completing education/training programs.	22
The number of participant families securing standard housing.	22
The number of participant families provided emergency assistance.	125

The number of participant families provided employment supports.	80
The number of participant families provided educational supports.	22
The average change in the annual income per participant family experiencing a change.	This measure does not require a target but must be reported.
The average wage rate of employed participant families.	This measure does not require a target but must be reported.

Community Services Block Grant Program
Fiscal Year 2023-24 Application for Funding
One-Year Work Program
OEO Form 212 (continued)

CSBG Expenditure by Service Category					
A.2. CSBG Expenditures Domains	Target CSBG Funds	Actual Q1	Actual Q2	Actual Q3	Final
A.2a. Employment	25,000	6,250	6,250	6,250	6,250
A.2b. Education and Cognitive Development	17,500	4,375	4,375	4,375	4,375
A.2c. Income, Infrastructure, and Asset Building					
A.2d. Housing	16,500	4,125	4,125	4,125	4,125
A.2e. Health and Social/Behavioral Development *(includes nutrition)*	30,000	5,000	5,000	5,000	15,000
A.2f. Civic Engagement and Community Involvement					
A.2g. Services Supporting Multiple Domains					
A.2h. Linkages *(e.g., partnerships that support multiple domains)*					
A.2i. Agency Capacity Building					
A.2j. Other *(e.g., emergency management/disaster relief)EA, Graduation*	34,000	7,875	7,875	7,875	10,375
A.2k. Total CSBG Expenditures (auto calculated)	123,000	27,625	27,625	27,625	40,125

Community Services Block Grant Program
Fiscal Year 2023-24 Application for Funding
One-Year Work Program
OEO Form 212 (continued)

10. For Community Action Agencies that serve multiple counties, provide a breakdown of the expected *number of persons served* in each designated county in the table below. Show the total *number of people served* on the table.

Number of Families to be Served Per County											
Agency Name: Southeastern Community Action Partnership											
Project Name: FESS											
County	Bladen	Brunswick	Columbus	Hoke	Pender	Robeson	Scotland				Total
Total Planned	17	40	25	22	18	80	23				225
Project Name:											
County											Total
Total Planned											

Community Services Block Grant Program
Fiscal Year 2023-24 Application for Funding
Monitoring, Assessment and Evaluation Plan

1. Describe the role and responsibilities of the following in the assessment and evaluation of agency programs.

    a. Board of Directors: The Board of Directors is responsible for monitoring, assessment, and evaluation of rules and regulations governing agency operation as well as the progress of each program under its authority. The Board sets the policies and approves the criteria used in the review process. Many of the functions are delegated to agency staff as the board must rely on staff for programmatic as well as fiscal information. The program and finance committees are utilized to evaluate the effectiveness of the programs and recommend any changes they deem necessary to service delivery to the full Board of Directors

    b. Low-Income Community: Describe the systematic approach for collecting, analyzing, and reporting customer satisfaction data to the Board of Directors. Our eight Advisory Councils (AC) have a membership composed entirely of representatives from low-income neighborhoods in our service area. Though the agency's service is currently divided into sixteen districts, we have only nine Advisory Councils as they are attached to a CSBG Neighborhood Center (NSC); however, some NSCs represent more than one district, who have representation on the Advisory Council attached to the NSC nearest them. The breakdown is as follows: Bladen – 1AC; Brunswick NSC-1 AC; Columbus (Whiteville NSC) - 1AC; Hoke NSC – 1 AC; Lumberton NSC – 1 AC; Pender NSC – 1 AC; Red Springs NSC - 1 AC; Scotland NSC-1 AC. These Advisory Councils serve as the listening posts for their respective communities. They receive information from program participants and the general public, and pass the information on to the Board of Directors through their district representative, each of whom holds a seat on the Board of Directors

    c. Program Participants: Program participants help assess and evaluate effectiveness by participating in community meetings and through interaction with their case manager. We also have a survey form available for completion by willing participants. This input helps us to evaluate the effectiveness of the programs and services provided.

    d. Others: who have input in the assessment and evaluation of agency programs include landlords, local business owners, former participants, faith-based organizations personnel, and local government officials. They take part in this process both through informal visits and community meetings as well as at the formal public hearing held at the beginning of our planning cycle for the multi-year plan. We also gather input from them as we make contacts on behalf of customers. They know that we welcome their ideas and suggestions concerning how to better work together for those in need in our community.

2. Describe the systematic approach for collecting, analyzing, and reporting customer satisfaction data to the Board of Directors.

Customer satisfaction surveys are made available to customers for completion through computers set up at each Neighborhood Service Center for customer use. Survey Monkey is used for collecting data. Reports are generated and the data received is analyzed and presented to the Board of Directors annually through the publication of the agency's annual report.

3. Describe how administrative policies and procedures are monitored by the Board of Directors.

    The Board of Directors, Executive, and Personnel Committees meets with the Chief Executive Officer, Chief Operations Officer, and other key staff periodically to review and to revise, if necessary, our administrative policies and procedures. Documents they review include, but are not limited to, our policies and procedures and information received from the attorney who has reviewed this document at least every 2 years. They also review the Agency By-Laws and Fiscal Policies and Procedures Manual. They listen to recommendations as well as make their own recommendations for improvement. Once the revised documents are compiled, the full Board of Directors considers them and either accepts the recommendation of the committees or asks for further study. It is not a quick process, but it is a thorough process in which the Board of Directors has the final say.

4. Describe how the Board acts on monitoring, assessment, and evaluation reports.

   The Board of Directors receives these reports in advance of regularly scheduled Board meetings. At the meetings, they question, discuss, and where approval is needed, vote to approve, or disapprove. Occasionally they will ask for an item to be tabled until additional information is presented to them. Our Board is very active in monitoring, assessing, and evaluating what we do, and take their action on these reports seriously.

5. Describe the Board's procedure for conducting the agency self-evaluation.

   Our Board uses reports from the various departments to assess the overall impact on the communities we serve. Whenever any Board member thinks there is an area of need in his or her respective community, the concern is brought to the whole Board for consideration. It is not at all uncommon for the Board to direct the Chief Executive Officer to instruct staff to investigate the situation and potential ways to work with the community to address it within the parameters of the contractual restrictions.

6. Summarize the results of the Board's most recent self-evaluation. Describe how the information has been or will be used to develop the agency's next Strategy for Eliminating Poverty. Indicate the timeframe and planned activities for the next evaluation.

   The Board of Directors participates in intensive training annually and conducts self-evaluation. Utilizing this information, the Board of Directors have committed to continuing to work through established committees based on the experience and expertise of the Board members to ensure that the agency remain viable and compliant with all applicable federal and state guidelines. The Board has taken an in-depth look at the agency's infrastructure. The Board of Directors and staff conducted a community assessment to re-evaluate the needs of the community in December of 2020 and will conduct a new in-depth assessment to be completed by June 30, 2023. This 2020 report has been updated to reflect current statistics and has been used to ensure that the services being provided will meet the needs of the customers and enable the agency to meet its goal of elimination poverty for 33 families during this one-year cycle. The Board of Directors has also committed to participate in an ongoing training process to ensure that all Board members are fully knowledgeable and aware of the guidelines that govern the operation of this organization.

Community Services Block Grant [CSBG]
Documentation of Submission to County Commissioners

Background: The North Carolina Administrative Code [10A NCAC 97C.0111 (b)(1)(A)] requires that each CSBG grant recipient submit its Community Anti-Poverty Plan [grant application] to each County Commissioner Board that it serves.

Instructions: This form is to be completed and notarized by the Clerk to the Board.

Agency Name: Southeastern Community Action Partnership

County: Robeson

Date of Application Submission: January 31,2023
[Note: This application should be submitted to the County Commissioners at least thirty [30] days prior to application submission to the Office of Economic Opportunity [OEO]. The grant application is due to OEO January 13, 2023. Extension granted Jan 31,2023.

The clerk to the Board should initial all items below.

____ The agency submitted a complete grant application for Commissioner review.

____ The Clerk to the Board will be responsible for assuring that the application is distributed to the Commissioners.

____ Commissioners' comments provided those to the agency. (If applicable)

_____ _____
Clerk to the Board Date

_____ _____
Notary Date

Pender County
Public Information

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	April 3, 2023
SUBJECT:	Presentation of the Water & Sewer System Development Fee Study by Stantec Consulting Services Inc.

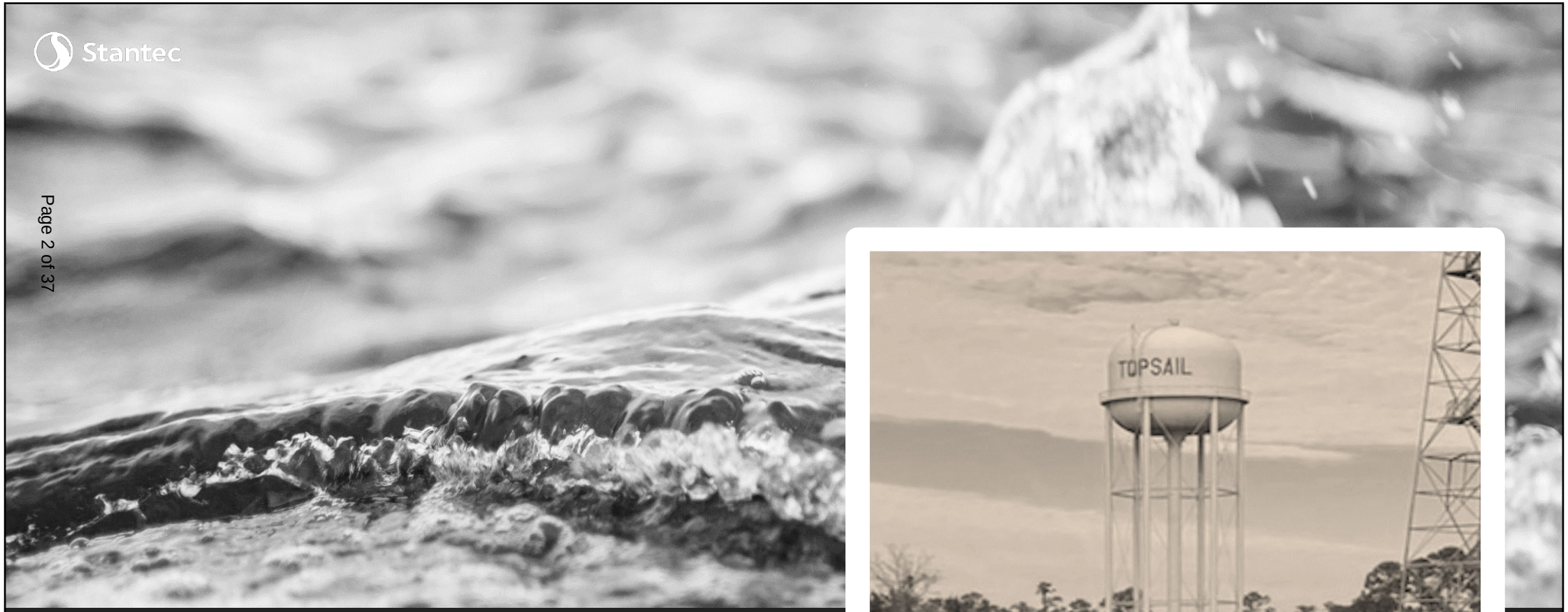
SUMMARY:
NC water and sewer utilities are required to update their system development fees at least every 5 years. PCU contracted with Stantec Consulting Services for the 2023 update. They also performed the former update in 2018. A representative from Stantec will present the results of their study.

The presentation as well as the full final report are attached. The report has been made available on the county website since February to meet public notice requirements.

Any revisions to PCU's water and sewer system development fees will be incorporated into the fee schedule provided with the proposed FY24 budget, and will be adopted with the new budget.

ACTION REQUESTED:
None at this time

ATTACHMENTS:
SDF study presentation
Final report



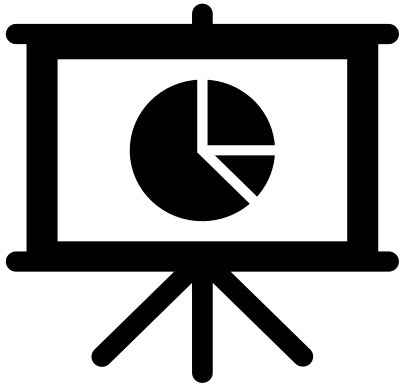


Pender County, NC

System Development Fee Study

February 2023

Agenda



- Background
- Approach
- Calculations
- Resulting System Development Fees
- Path Forward

System Development Fees

- Fees charged for new connections joining the water and wastewater system and connections requiring additional system capacity
- Intended to recover the cost of constructing water and wastewater capacity, “growth pays for growth”
- Fees are applied based on units of service (representing potential demand on utility system)
- Fees are legislated in North Carolina
  - Public Water and Sewer System Development Fee Act (NC General Statutes - Chapter 162A Article 8) approved July 2017

Methodologies

Methodology	Description	Appropriate For
Buy-In Method	Fees are based on cost of constructing existing utility system	System with ample existing capacity to sell
Incremental Cost Method	Fees are based on planned growth-related capital improvements	System with limited or no existing capacity to sell
Combined Method	Fees are based on cost of existing system and planned capital improvements	System with existing capacity to sell and with planning growth-related capital projects

Recommend the use of the combined method for water and wastewater SDFs – Existing Assets and CIP of approximate equal value

Combined Method SDF Calculation

$$\text{System Development Fee} = \frac{\text{Value of System - Credit}}{\text{System Capacity}}$$

1) **Value of Utility System**
   - Depreciated value of current assets in place, escalated to current replacement cost
   - The value of future planned capital projects that will **add** capacity to the system (*10-Year Capital Plan*)
2) **Credits**
   - Outstanding principal on existing utility debt
   - NPV of principal on future debt over planning period (must equal at least 25% of expansion capital projects, if not additional credit required)
   - Donated/contributed and non-core system assets
3) **System Capacity**
   - Total capacity in utility system measured in units of service (Equivalent Residential Units or ERUs) with existing and expansion of the system

Water SDF Calculation

	Source / Treatment	Transmission / Distribution	Total
Replacement Value of Existing Depreciated Assets	$61,135,438	$76,001,378	$137,136,816
Expansion Capital Projects(1)	$102,037,000	$21,457,892	$123,494,892
Total Value	**$163,172,438**	**$97,459,270**	**$260,631,708**
Less Credits			
Outstanding Debt Principal	($22,097,358)	($27,470,642)	($49,568,000)
Donated and Non-Core System Assets	($11,724,031)	($8,199,812)	($19,923,843)
Revenue Credit (NPV of Principal Future Debt during Planning Period)(2)	($37,419,435)	($7,869,128)	($45,288,563)
Net System Value	**$91,931,613**	**$53,919,689**	**$145,851,302**
System Capacity - Million Gallons per Day	15.76	15.76	
Level of Service per ERU (gallons per day)	360	360	
Equivalent Residential Units (ERU)	**43,778**	**43,778**	
System Development Fee Per ERU(3)	**$2,163**	**$1,269**	**$3,432**

(1) Includes treatment plant upgrades, transmission and distribution improvements, new Rocky Point elevated tank, and new tank, wells and RO treatment plant for Scotts Hill.
(2) Future principal debt is over 25% of expansion capital projects
(3) Existing SDF is $3,404 SDF ¾" Meter, 3% inflation applied to account for adoption date

Wastewater SDF Calculation

	Treatment	Conveyance / Collection	Total
Replacement Value of Existing Depreciated Assets	$24,393,243	$3,735,384	$28,128,627
Expansion Capital Projects(1)	$20,000,000	$11,433,674	$31,433,674
Total Value	**$44,393,243**	**$15,169,058**	**$59,562,301**
Less Credits			
Outstanding Debt Principal	($10,100,794)	($1,546,754)	($11,647,548)
Donated and Non-Core System Assets	($4,274,406)	($1,477,666)	($5,752,072)
Revenue Credit (NPV of Principal Future Debt during Planning Period)	($4,918,973)	($2,812,097)	($7,731,069)
Additional Credit to Equal 25% of Expansion Projects(2)	($81,397)	($46,322)	($127,349)
Net System Value	**$25,018,043**	**$9,286,220**	**$34,304,263**
System Capacity - Million Gallons per Day	1.79	1.79	
Level of Service per ERU (gallons per day)	360	360	
Equivalent Residential Units (ERU)	**4,972**	**4,972**	
Wastewater System Development Fee Per ERU(3)	**$5,183**	**$1,924**	**$7,107**

(1) Includes expansion of Wastewater Treatment Plant and US421 sewer pump station.
(2) Future principal debt is not equal to 25% of expansion capital projects, additional credit required
(3) Existing Wastewater SDF is $8,477 for ¾" meter / 360 ERU using the Buy-In method. Assessed on a volume-based unit of service, 3% inflation applied to account for adoption date

Scaling of System Development Fees

- SDFs must be applied based on units of service (represents potential demand)
- SDFs are often scaled by meter size based on hydraulic capacity of meter
- County currently only scales water SDF, wastewater SDF based on estimated flow
- Recommend the use of meter size for **both** water and **wastewater**
- Common approach and significantly easier to administer

Meter size	Equivalent Residential Units (ERU)
3/4"	1.00
1"	1.67
1 ½”	3.33
2"	5.33
3”	11.67
4"	16.67
6"	33.33
8”	53.33

Calculated System Development Fees

Meter size	Current Water SDF	Calculated Water SDF	*Change*	Current Wastewater SDF*	Calculated Wastewater SDF	*Change*
3/4”	$3,404	$3,432	$28	$8,477	$7,107	($1,370)
1"	$5,685	$5,720	$35	$14,128	$11,845	($2,283)
1 ½”	$11,337	$11,440	$103	$28,257	$23,690	($4,567)
2"	$18,146	$18,304	$158	$45,211	$37,904	($7,307)
3"	$39,713	$40,040	$326	$98,898	$82,915	($15,983)
4”	$56,752	$57,199	$447	$141,283	$118,450	($22,833)
6"	$113,470	$114,399	$929	$282,567	$236,900	($45,667)
8”	$181,559	$183,038	$1,479	$452,107	$379,040	($73,067)

**Current wastewater SDF $23.55 per gallon per day of estimated capacity*

Resulting Combined System Development Fees

Meter size	Current Combined SDF	Calculated Combined SDF	*Change*
3/4”	$11,881	$10,539	($1,342)
1"	$19,813	$17,565	($2,248)
1 ½”	$39,594	$35,130	($4,464)
2"	$63,357	$56,208	($7,149)
3"	$138,612	$122,955	($15,657)
4”	$198,035	$175,649	($22,386)
6"	$396,037	$351,299	($44,738)
8”	$633,666	$562,078	($71,588)

Recommendation

1. Adopt and publish system development fees with County budget or in fee schedule

2. Review and update the analysis at least once every 5 years to ensure Pender County follows the requirements established in the SDF Act.



Additional Questions/Discussion

Stantec

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Senior Principal
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David.Hyder@Stantec.com

Emily Snyder
Senior Manager
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Emily.Snyder@Stantec.com

Stantec

Pender County, NC

Water and Sewer System Development Fee Study

February 8, 2023



Stantec

February 8, 2023

Katie Leubner,
Project Manager
Pender County Utilities & Solid Waste
Pender County, NC

Re: Water and Sewer
System Development Fee Study

Dear Ms. Leubner,

Stantec is pleased to present this Final Report on the Water and Sewer System Development Fee Study that we performed for Pender County, North Carolina. We appreciate the professional assistance provided by you and all the members of the County staff who participated in the Study.

If you have any questions, please do not hesitate to call us at (202) 585-6391. We appreciate the opportunity to be of service to the County and look forward to the possibility of doing so again in the future.

Sincerely,



David A. Hyder
Senior Principal

1101 14th Street NW
Washington DC 20005
(202) 585-6391
David.hyder@stantec.com

Enclosure

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1. INTRODUCTION

Stantec Consulting Services Inc. (Stantec) has conducted a Water and Sewer System Development Fee Study (Study) for Pender County's water and sewer systems (hereafter referred to as the "County" or "Utility"). This report presents the results of the comprehensive Study, including background information, legal requirements, an explanation of the calculation methodology employed, and the results of the analysis.

1.1 BACKGROUND

A system development fee is a one-time charge paid by a new customer to recover a portion or all of the cost of constructing water and sewer system capacity. The fees can also be assessed to existing customers requiring increased system capacity. In general, system development fees are based upon the costs of current and/or future utility infrastructure including, but not limited to, water supply facilities, treatment facilities, effluent disposal facilities, and transmission mains. System development fees serve as the mechanism by which growth can "pay its own way" and minimize the extent to which existing customers must bear the cost of facilities that will be used to serve new customers.

The County currently assesses water and sewer system development fees that are designed to recover the cost of water and sewer capacity from new connectors to each respective system. The County has retained the services of Stantec to calculate updated system development fees for each system in accordance with the North Carolina Public Water and Sewer System Development Fee Act, set forth in North Carolina General Statue 162A, Article 8.

1.2 LEGAL REQUIREMENTS

The Public Water and Sewer System Development Fee Act ("SDF Act") was approved on July 20th, 2017 and grants local government entities that own or operate municipal water and sewer systems the authority to assess system development fees for the provision of utility service to new development.

The SDF Act defines new development as 1) subdivision of land, 2) construction or change to existing structure that increases service needs or 3) any use of land which increased service needs within 1 year (no longer than 12 months) of a development fee being adopted.

According to the SDF Act, the following procedural requirements need to be followed in order to adopt a system development fee:

- **Requirement 1**: The fee should be calculated in a written analysis ("SDF Analysis") prepared by a financial professional or licensed professional engineer (qualified by experience and training or education) who employs generally accepted accounting, engineering, and planning methodologies to calculate system development fees for water and sewer systems, including the buy-in, incremental cost or marginal cost, and combined costs methods for each service; and that (1) documents the facts and data used in the analysis and their sufficiency and reliability; (2)

provides analysis regarding the selection of the appropriate method of analysis; (3) documents and demonstrates reliable application of the methodology to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the system development fee; (4) identifies all assumptions and limiting conditions affecting the analysis and demonstrates that they do not materially undermine the reliability of the conclusions reached; (5) calculates a system development fee per service unit of new development and includes an equivalency or conversion table to use in determining the fees applicable for various categories of demand; and (6) covers a planning horizon of between 5 and 20 years.

- **Requirement 2**: The system development fee analysis must be posted on the County's website, and the County must solicit comments and provide a means by which people can submit their comments, for a period of at least 45 days.
- **Requirement 3**: Comments received from the public must be considered by preparer of the system development fee analysis for possible adjustments to the analysis.
- **Requirement 4**: The County must hold a public hearing prior to considering adoption of the system development fees including any adjustments made as part of the comments received by the County.
- **Requirement 5**: The County must publish the system development fee schedule as part of its annual budget or fee ordinance.
- **Requirement 6**: The County cannot adopt a fee that is higher than the fee calculated by the professional analysis.
- **Requirement 7**: The County must update the system development fee analysis at least every five years.

In addition to the procedural requirements listed above, the SDF Act provides specific requirements pertaining to the calculation of the system development fees. These requirements are highlighted within the body of this report in concert with the calculation of the system development fees for the County. Further, the County must follow the SDF Act guidance when charging the system development fee: it may be charged only to "new development" and only at the time specified in the legislation; and new development must be given a credit for costs in excess of the development's proportionate share of connecting facilities required to be oversized for use of others outside of the development.

1.3 GENERAL METHODOLOGY

There are three primary approaches to the calculation of system development fees, all of which are outlined within the SDF Act. Each of the approaches are discussed below.

Buy-In Method

This approach determines the system development fees solely on the existing utility system assets. The replacement cost of each system's major functional components serves as the cost basis for the system

development fee calculation. This approach is most appropriate for a system with considerable excess capacity, such that most new connections to the system will be served by that existing excess capacity and the customers are effectively "buying-in" to the existing system, or limited capital improvement program (CIP).

Incremental/Marginal Cost Method

The second approach is to use the portion of each system's multi-year CIP associated with the provision of additional system capacity by functional system component as the cost basis for the system development fee calculation. This approach is most appropriate where 1) the existing system has limited or no excess capacity to accommodate growth, and 2) the CIP contains a significant number of projects that provide additional system capacity for each functional system component representative of the cost of capacity for the entire system.

Combined Cost Method

The third approach is a combination of the two previous approaches described. This approach is most appropriate when 1) there is excess capacity in the current system that will accommodate some growth, but additional capacity is needed in the near-term as reflected in each system's CIP, and 2) the CIP includes a significant number of projects that will provide additional system capacity.

While the SDF Act allows for the use of any one of the three methodologies discussed above, it specifies restrictions on how the revenues generated by the fees calculated using each methodology may be utilized. Table 1-1 summarizes each of the three methodologies, their typical application, and restriction of how the revenues can be utilized for each.

Table 1-1 Description of Methodologies & Restriction to Proceeds

Approach:	Description:	Fee Proceeds Allowed for:
Buy-In Method	New development shares in capital costs previously incurred which provided capacity for demand arriving with new development needs.	Expansion and/or rehabilitation projects. Since the buy-in method reimburses the system for certain past investments, proceeds can be utilized for all types of capital projects.
Incremental / Marginal Cost Method	New development share in capital costs to be incurred in the future which will provide capacity for demand arriving with new development needs.	Professional services costs in development of new fees and expansion costs (construction costs, debt service, capital, land purchase, other costs etc.) related to new development only. If no capital projects in next five years can be used for debt related to existing assets.

Approach:	Description:	Fee Proceeds Allowed for:
Combined Cost Method	Combination of Buy-In and Incremental / Marginal Cost methods	Professional services costs in development of new fees, expansion and/or rehabilitation costs. (same as both Buy-In and Incremental/Marginal Cost methods)

Given that the County has existing, but limited, capacity within both the water and sewer systems to sell, as well as capital spending planned over the next 10 years, the Combined Cost approach was chosen for the calculation of the system development fee for both the water and sewer systems. To comply with the SDF Act, the County will revisit the methodology at least every five years to determine if the approach for each system is still the most appropriate to use.

2. BASIS OF ANALYSIS

Using the Combined Cost approach, requires a Buy-In calculation and an Incremental/Marginal Cost calculation. The following outlines the process to determine the net value (cost basis) for each (water and sewer) system under the Combined Cost approach.

1) The County's existing major water and sewer system components assets are analyzed to determine the replacement cost if new less depreciation (RCNLD).
2) Any non-core system assets are excluded from the existing system value including items such as vehicles, meters, computer equipment and other non-core system assets.
3) Addition of spending on growth-related capital project over the next 10 years as identified in the County's official Capital Improvement Plan (CIP). This includes projects designated to add new capacity to the system, whether partially or entirely.
4) Any donated assets and/or assets not funded by the County (funded by grants, developers, etc.) are removed from the net system value (both existing assets and future within the capital improvement plan).
5) The net value of the water and sewer systems is further reduced by the outstanding principal on existing debt and the net present value of future debt over the planning period for each system to provide a revenue credit (the revenue credit must be equal to at least 25% of the cost of the expansion related projects).
6) The resulting net system value is used in the determination of the system development fee using capacity and level of service standards.

The following section outlines the details of the analysis completed during the Study to calculate the water and sewer system development fees.

2.1 BUY-IN NET SYSTEM VALUE

The County provided an asset inventory which included description, asset category/class, year placed in service, original cost, and useful life for each asset through FY 2022 for both the water and sewer systems. Each asset was classified by each major system function; and a replacement cost new less depreciation was calculated using the data provided by the County and the Engineering News Record Construction Cost Index. Any assets determined to be administrative and serve all systems and functions were split based on the overall allocation of classified assets.

The SDF Act requires that the system development fee calculations include provisions for credits against the value of the system to account for assets that were not funded by the municipality. Assets that were identified to be contributed or paid for by developers were excluded from the overall results to determine the net asset value of each system. In addition to donated assets, non-core system assets are also excluded from the determination of the net asset value of each system. These include meters, vehicles, equipment,

computers, and other. Results of the net asset value for the County's existing water and sewer systems based upon the asset records provided by County staff are shown in Tables 2-1 and 2-2.

Table 2-1 Replacement Cost New, Less Depreciation: Water System

Asset Category	RCNLD Value	Allocated Administrative Costs	Less Contributed Assets / Non-Core Asset	Net Asset Value
Treatment	$39,011,948	$ -	($11,724,031)	$27,287,917
Supply & Pumping	$22,123,490	$ -	($ -)	$22,123,490
Transmission & Distribution	$76,001,378	$ -	($8,199,812)	$67,801,566
Total	**$137,136,816**	**$ -**	**($19,923,843)**	**$117,212,973**

Table 2-2 Replacement Cost New, Less Depreciation: Sewer System

Asset Category	RCNLD Value	Allocated Admin Costs	Less Contributed Assets	Net Asset Value
Treatment	$24,393,243	$ -	($4,274,406)	$20,118,837
Pumping	$2,176,061	$ -	($497,012)	$1,679,049
Conveyance & Collection	$1,559,323	$ -	($980,653)	$578,669
Total	**$28,128,627**	**$ -**	**($5,752,072)**	**$22,376,555**

2.2 INCREMENTAL/MARGINAL COST NET SYSTEM VALUE

The County provided a 10-year, $169.3 million Capital Improvement Plan (CIP), which included the project description, total spending, and an indication of whether the project was designated for expansion or rehabilitation. To calculate the Incremental/Marginal Cost approach, all expansion-related projects that would increase capacity and support growth were identified. This totaled $155 million and included several water system projects, two sewer system projects, and both water and sewer extensions at the Pender Commerce Park.

The water system CIP includes several projects that will expand the water system's capacity over the next 10 years at a total cost of $123.5 million. This includes upgrades to the current surface water treatment plant, transmission and distribution improvements, new tanks and wells, and a new reverse osmosis water treatment plant. Expansion related capital projects for the water system are shown in Table 2-3.

Table 2-3 Expansion Related Capital Projects for the Water System

Project	Function	CIP Costs
SHWSD Elevated Tank & Wells	Supply and Pumping	$13,187,000
Pender Commerce Park Water & Sewer Extensions	Transmission & Distribution	$219,792
Misc. Small System Expansions/Loops	Transmission & Distribution	$ 1,550,000
CFPUA Interconnection @ US421	Transmission & Distribution	$588,100
6 MGD Raw Water Capacity - Purchase from Brunswick County	Supply and Pumping	$5,000,000
Western Pender Distribution Expansion	Transmission & Distribution	$15,000,000
New 0.7 MG Elevated Tank near existing Rocky Point	Supply and Pumping	$2,700,000
Water Transmission Improvements (Hwy 17 to Hampstead Tank)	Transmission & Distribution	$4,100,000
RO Water Treatment Plant & Associated Improvements (Scotts Hill)	Treatment	$78,750,000
Surface Water Treatment Plant Upgrade	Treatment	$2,400,000
Total Expansion Costs		**$123,494,892**

The County currently has two planned capital projects that will expand the capacity of the sewer system at a total cost of approximately $31.4 million. Table 2-4 identifies each of the projects that are included in the analysis for the sewer system.

Table 2-4 Expansion Related Capital Projects for the Sewer System

Project	Function	Growth Related CIP Costs
Pender Commerce Park Water & Sewer Extensions	Collection & Conveyance	$165,808
US 421 Pump Station	Pumping	$11,267,866
Pender Commerce Park Wastewater Treatment Plant (WWTP) Expansion	Treatment	$20,000,000
Total Expansion Costs		**$31,433,674**

The SDF Act requires that the total project costs be reduced by a revenue credit equal to a minimum of 25 percent of the cost of the capital projects included in the analysis when the Incremental/Marginal Cost is utilized. The SDF Act "Minimum Requirements" allow for the credit to be determined by "*either the outstanding debt principal or the present value of projected water and sewer revenues received by the local government unit for the capital improvements*." For this Study, the revenue credit was determined by removing the net present value of debt principal for the cost of the future capital projects that the County plans to finance over the 10-year CIP planning period. Specifically, of the $154.9 million in expansion costs the County plans to finance approximately $137.3 million. Furthermore, an additional credit was added

when necessary to ensure that the 25 percent revenue credit threshold was achieved. Table 2-5 presents the determination of the net system value given the credit for debt service.

Table 2-5 New System Value including Revenue Credits

	Water	Sewer
Total Expansion Costs	$123,494,892	$31,433,674
Outstanding Debt Principal	($45,288,563)	($7,731,069)
Additional Credit to Achieve 25%		($127,349)
Net System Value	**$78,206,329**	**$23,575,256**

2.3 SYSTEM CAPACITY

2.3.1 Existing System Capacity

The County's water and sewer systems consist of numerous functional components such as water treatment, source of supply and/or pumping, and transmission/conveyance. Each of the functional components have a physical or regulatory permitted capacity. While treatment, supply, and disposal capacities are readily available and generally accepted to be the physical or regulatory permitted capacity of such facilities, transmission system capacities are more difficult to quantify.

As such, it is common to define the capacity for all functional components (including the transmission or conveyance facilities) based on the system's total treatment capacity. This approach was utilized for the determination of the capacities of the County's utility systems. The rationale behind this decision is that even if the pumping or transmission/conveyance portion of either system is larger than that system's treatment capacity, the maximum capacity the system can offer to its connections is its total treatment capacity.

For the County's water system, the County owns and operates a Surface Water Treatment Plant. While permitted for a peak day capacity of 6.0 million gallons per day (MGD), it is currently capable of only treating 2.0 MGD of water from the Cape Fear River. Based on discussions with County staff, the capacity of 2.0 MGD was assumed for the system development fee analysis. The treatment plant capacity is supplemented by wells that provide 2.0 MGD at maximum capacity, 0.06 MGD from the Maple Hill district, and the purchase of 1.0 MGD from Wallace, NC. Total existing maximum day water system capacity used in the system development fee analysis is 5.06 MGD.

For the County's sewer system, the County owns and operates the Pender Commerce Park Wastewater Treatment Plant that has a capacity of 0.5 MGD. Additionally, it has additional 0.04 MGD capacity from the Maple Hill district sewer improvements and 0.25 MGD of the Rocky Point area permit from the Cape Fear Public Utilities Authority. A 0.79 MGD combined capacity was used as the existing sewer system capacity for the system development fee analysis.

2.3.2 Added System Capacity

The expansion related capital improvement projects identified in the County's CIP will all add capacity to the County's water and sewer systems.

The water system capital projects will increase the County's water system capacity to 15.76 MGD, an incremental change of 10.70 MGD. This includes allowing for 4.0 MGD to achieve full utilization of capacity at the water treatment plant. New elevated tanks at Rocky Point and Scott's Hill will increase the County's capacity by 3.7 MGD and a new reverse osmosis treatment plant will add another 3.0 MGD. For the sewer system, the capital project to expand the Pender Commerce Park WWTP provides an additional 1.0 MGD of incremental capacity. Table 2-6 summarizes the capacity by function used in the Combined Cost system development fee calculations.

Table 2-6 System Capacity by Function

	Water Capacity (MGD)		Sewer Capacity (MGD)	
	Source of Supply/ Treatment	**Transmission/ Distribution**	**Treatment**	**Conveyance / Collection**
Current Capacity	5.06	5.06	0.79	0.79
Capacity Expansion	10.7	10.7	1.0	1.0
Total System Capacity	**15.76**	**15.76**	**1.79**	**1.79**

2.4 COMBINED COST CALCULATION

As previously stated, the Combined Cost approach includes the net system assets in addition to the net capital project costs to reach the total system value of the utility. Table 2-7 summarizes the Combined Cost calculation for both the water and sewer system development fee calculation. It also provides the cost per gallon per day for system capacity based on the total capacity within each system.

Table 2-7 Combined Approach Cost per Gallon

	Water	Sewer
RCNLD Value of Existing Assets	$137,136,816	$28,128,627
Expansion Capital Projects	$123,494,892	$31,433,674
Total Value	**$260,631,708**	**$59,562,301**
Less Credits		
Outstanding Debt Principal	($45,288,563)	($7,731,069)
Donated Assets / Non-Core Assets	($19,923,843)	($5,752,072)
Revenue Credit (NPV of future debt principal over planning period)	($45,288,563)	($7,731,069)
Additional credit to meet 25% requirement	($ -)	($127,349)
Net System Value	**$145,851,302**	**$34,304,263**
System Capacity - Gallons per Day	**15,760,000**	**1,790,000**
Cost per Gallon Per Day	**$9.25**	**$19.16**
Escalated to Effective Implementation Year	**3%**	**3%**
Cost per Gallon Per day	**$9.53**	**$19.74**

2.5 LEVEL OF SERVICE STANDARDS

The SDF Act requires that system development fees be assessed based on a "Service Unit" which represents a unit of measure of system capacity, typically defined as an equivalent residential unit (ERU). Expressing the system capacities in terms of ERUs allows for the development of the unit pricing of capacity which is essential for the determination of system development fees. The basis for the determination of the ERU needs to be related to a specific level of service standard utilized by the local government for system engineering and planning purposes. The total system capacity (treatment capacity in million gallons per day for each system) divided by the level of service in gallons per day is equal to the total number of ERUs the County can serve with the system capacity.

The County's current level of service standard follows the North Carolina state standard of 120 gallons per day per bedroom. With an assumption of 3 bedrooms per ERU, this results in a level of service of 360 gpd. The level of service utilized as part of this process represents average daily usage per ERU.



Table 2-8 presents the total ERUs within the water and sewer systems based on the existing and additional capacity added with the County's capital improvement plan.

Table 2-8 System ERUs

	Water	Sewer
System Capacity (gallons)	15,760,000	1,790,000
Level of Service (gpd)	360	360
Total ERUs	**43,778**	**4,972**

To determine the system development fees for non-single family residential connections, the County currently scales the water system development fees based on meter size. Sewer system development fees are currently applied based on estimated demands on a gallon per day basis to serve the new connection. Based on discussions with County staff, the use of estimated demands for the assessment of sewer system development fees has proven to be a challenge. The ability to obtain accurate estimates of actual use from new customers has been difficult and hard to administer. Most utilities address this issue by assessing the sewer system development fee by the meter size, just like the water fee. This approach is consistent with industry standards and is an acceptable means of determining the fees based on potential use of the system as defined by the maximum flow rate of the water meter. Table 2-9 presents the basis for the scaling factors and the resulting ERUs by meter size.

Table 2-9 Equivalent Residential Unit Scaling

Meter Size	Maximum Flow Rate (GPM)	Equivalent Residential Units (ERUs)
3/4"	30	1.00
1"	50	1.67
1 ½"	100	3.33
2"	160	5.33
3"	350	11.67
4"	500	16.67
6"	1,000	33.33
8"	1,600	53.33

3. RESULTS

This section summarizes the results of the Study, the existing and calculated system development fees, and conclusions and recommendations.

3.1 EXISTING WATER AND SEWER SYSTEM DEVELOPMENT FEES

The County currently charges system development by meter size for the water system and per gallon per day for the sewer system. The tables below summarize the existing system development fees collected by the County.

Table 3-1 Existing Water System Development Fees

Meter Size	Water
3/4"	$3,404
1”	$5,685
1.5”	$11,337
2”	$18,146
4”	$56,752
6”	$113,470
8”	$181,559

Table 3-2 Existing Sewer System Development Fees

Description	Sewer
Per Gallon Per Day	$23.55

3.2 CALCULATED WATER AND SEWER SYSTEM DEVELOPMENT FEES

To calculate the system development fees, the total unit cost per gallon for capacity described in Section 2 is multiplied by the level of service standard for an ERU of 360 gallons per day, which equates to $3,432 for water and $7,107 for sewer. Tables 3-4, 3-5 and 3-6 provide a schedule of the existing and calculated water, sewer and combined system development fees respectively based upon the cost and capacity information discussed in the Study by meter size. The scaling of the system development fee by meter size is intended to reflect the potential demand associated with each meter as described in Section 2 and is recommended to be applied for both water and sewer system development fees. This approach would eliminate the need to estimate new customers demands to determine the sewer system development fees.

Table 3-4 Water System Development Fee Schedule

Meter size	Current Water SDF	Calculated Water SDF	*Change*
3/4” (1 ERU)	$3,404	$3,432	*$28*
1"	$5,685	$5,720	*$35*
1 ½”	$11,337	$11,440	*$103*
2"	$18,146	$18,304	*$158*
3"	$39,713	$40,040	*$326*
4”	$56,752	$57,199	*$447*
6”	$113,470	$114,399	*$929*
8”	$181,559	$183,038	*$1,479*

Table 3-5 Sewer System Development Fee Schedule

Meter size	Current Sewer SDF	Calculated Sewer SDF	*Change*
3/4” (1 ERU)	$8,477	$7,107	*($1,370)*
1"	$14,128	$11,845	*($2,283)*
1 ½”	$28,257	$23,690	*($4,567)*
2"	$45,211	$37,904	*($7,307)*
3"	$98,898	$82,915	*($15,983)*
4”	$141,283	$118,450	*($22,833)*
6”	$282,567	$236,900	*($45,667)*
8”	$452,107	$379,040	*($73,067)*

Table 3-6 Combined System Development Fee Schedule

Meter size	Current Combined SDF	Calculated Combined SDF	*Change*
3/4” (1 ERU)	$11,881	$10,539	*($1,342)*
1"	$19,813	$17,565	*($2,248)*
1 ½”	$39,594	$35,130	*($4,464)*
2"	$63,357	$56,208	*($7,149)*
3"	$138,612	$122,955	*($15,657)*
4”	$198,035	$175,649	*($22,386)*
6”	$396,037	$351,299	*($44,738)*
8”	$633,666	$562,078	*($71,588)*

It is important to note that the County has discretion regarding the percentage of cost recovery utilized in the establishment of the system development fees. The system development fees can recover any amount up to, but not in excess of, the full cost recovery amounts identified herein for the calculated system development fees.

3.3 CONCLUSIONS AND RECOMMENDATIONS

Based upon the analysis presented herein, Stantec has developed the following conclusions and recommendations:

1) We recommend that the County adopt the calculated water and sewer system development fees as demonstrated in Tables 3-4, and 3-5. This includes the application of sewer system development fees based on the size of the water meter.
2) We recommend that the County review its development fees at least every five years to ensure that it follows requirements established by the SDF Act and to ensure that they remain fair and equitable and continue to reflect its current cost of capacity. As the County continues to expand its facilities, future changes in technology, demands, development patterns, or other factors may necessitate additional adjustments to its development fees.
3) We recommend that as part of any system development fee update, the County also evaluates the most appropriate accepted methodology for calculating its system unit cost of capacity as system capacity may change over time.

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Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliance on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by Pender County should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

APPENDIX: SUPPORTING SCHEDULES

Schedule 1: Summary of System Fixed Assets & Administration Cost Allocation

Function		Gross RCNLD Asset Value	Less Donated and Minor Equipment (Non-Core Assets)	Net RCNLD Asset Value	% of Total	Net Asset Value + Allocated Admin
Water	**Treatment**	$ 39,011,948	$ 11,724,031	$ 27,287,917	19.55%	$ 27,287,917
Water	**Supply and Pumping**	$ 22,123,490	$ -	$ 22,123,490	15.85%	$ 22,123,490
Water	**Transmission & Distribution**	$ 76,001,378	$ 8,199,812	$ 67,801,566	48.57%	$ 67,801,566
Sewer	**Treatment**	$ 24,393,243	$ 4,274,406	$ 20,118,837	14.41%	$ 20,118,837
Sewer	**Pumping**	$ 2,176,061	$ 497,012	$ 1,679,049	1.20%	$ 1,679,049
Sewer	**Collection & Conveyance**	$ 1,559,323	$ 980,653	$ 578,669	0.41%	$ 578,669
Total		**$ 165,265,443**	**$ 25,675,914**	**$ 139,589,529**	**100%**	**$ 139,589,529**

Schedule 2: Capital Improvement Summary

Function		Capital Improvement Costs	% of Total	Function Costs + Allocated Admin
Water	**Treatment**	$ 81,150,000	52.38%	$ 81,150,000
Water	**Supply and Pumping**	$ 20,887,000	13.48%	$ 20,887,000
Water	**Transmission & Distribution**	$ 21,457,892	13.85%	$ 21,457,892
Sewer	**Treatment**	$ 20,000,000	12.91%	$ 20,000,000
Sewer	**Pumping**	$ 11,267,866	7.27%	$ 11,267,866
Sewer	**Collection & Conveyance**	$ 165,808	0.11%	$ 165,808
Total Expansion CIP		**$ 154,928,566**		**$ 154,928,566**
Excluded Non-Expansion CIP		$ 14,350,000		$ 14,350,000
Total System CIP		**$ 169,278,566**		**$ 169,278,566**

Schedule 3: Capital Improvement Program Listing and Allocations

Project Name	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	Cost	Water Allocation	Sewer Allocation	% Growth	Growth Related CIP Cost
SHWSD Elevated Tank & Wells (only allowed 12 hours running)	13,187,000	-	-	-	-	-	-	-	-	-	-	$ 13,187,000	100%		100%	$ 13,187,000
Contractor Meter change-outs to drive-by (2500 meters/year)	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-	-	$ 5,000,000	100%			$ -
PCU Warehouse & Shelter Facility Design	500,000	4,200,000	-	-	-	-	-	-	-	-	-	$ 4,700,000	100%			$ -
Pender Commerce Park Water & Sewer extensions	385,600	-	-	-	-	-	-	-	-	-	-	$ 385,600	57%	43%	100%	$ 385,600
Misc. small system expansions/loops (FY23 Batson Rd.)	350,000	-	-	-	-	500,000	-	-	-	700,000	-	$ 1,550,000	100%		100%	$ 1,550,000
CFPUA Interconnection @ US421	70,000	518,100	-	-	-	-	-	-	-	-	-	$ 588,100	100%		100%	$ 588,100
Booster Pump Station building repairs	60,000	-	-	-	-	-	-	-	-	-	-	$ 60,000	100%			$ -
6 MGD Raw Water Capacity - Purchase from Brunswick County	-	-	-	-	-	5,000,000	-	-	-	-	-	$ 5,000,000	100%		100%	$ 5,000,000
Western Pender Distribution Expansion	-	-	-	-	-	-	-	15,000,000	-	-	-	$ 15,000,000	100%		100%	$ 15,000,000
New 0.7 MG Elevated Tank near existing Rocky Point tank	-	-	-	-	-	-	-	-	2,700,000	-	-	$ 2,700,000	100%		100%	$ 2,700,000
Water Transmission Improvements (17 to Hampstead Tank)	-	-	-	-	-	-	-	-	-	4,100,000	-	$ 4,100,000	100%		100%	$ 4,100,000
RO Water Treatment Plant & Associated Improvements (Scotts Hill)	78,750,000	-	-	-	-	-	-	-	-	-	-	$ 78,750,000	100%		100%	$ 78,750,000
WTP NG Emergency Generator (75% grant)	1,500,000	-	-	-	-	-	-	-	-	-	-	$ 1,500,000	100%			$ -
Surface Water Treatment Plant Upgrade from 2 to 4 mgd	600,000	-	-	-	-	-	-	-	-	-	-	$ 600,000	100%		100%	$ 600,000
Surface Water Treatment Plant Upgrade from 4 to 6 mgd		-	-	-	-	-	-	-	-	-	1,800,000	$ 1,800,000	100%		100%	$ 1,800,000
WWTP Flood Control Berm (75% grant)	600,000	-	-	-	-	-	-	-	-	-	-	$ 600,000		100%		$ -
Outfall walkway improvements	-	250,000	-	-	-	-	-	-	-	-	-	$ 250,000		100%		$ -
Handicap ramp to office	-	15,000	-	-	-	-	-	-	-	-	-	$ 15,000		100%		$ -
New building - storage & workshop	-	-	-	1,500,000	-	-	-	-	-	-	-	$ 1,500,000		100%		$ -
Pender Commerce Park WWTP Expansion	-	-	-	-	-	-	20,000,000	-	-	-	-	$ 20,000,000		100%	100%	$ 20,000,000
US421 Sewer pump station FM & WM	11,267,866	-	-	-	-	-	-	-	-	-	-	$ 11,267,866		100%	100%	$ 11,267,866
Odor & Corrosion control at Regional PS	80,000	-	-	-	-	-	-	-	-	-	-	$ 80,000		100%		$ -
Pump Station ARV & switchgear rehabilitation	75,000	-	-	-	-	-	-	-	-	-	-	$ 75,000		100%		$ -
Maple Hill WWTP Engineering Evaluation	35,000	-	-	-	-	-	-	-	-	-	-	$ 35,000		100%		$ -
Remodel BASF guard shack for Maple Hill WWTP office/restroom	20,000	-	-	-	-	-	-	-	-	-	-	$ 20,000		100%		$ -
Maple Hill WWTP Upgrade	-	100,000	250,000	-	-	-	-	-	-	-	-	$ 350,000		100%		$ -
Actuator valves replacement	-	15,000	-	-	-	-	-	-	-	-	-	$ 15,000		100%		$ -
Maple Hill WWTP office facility	-	-	-	150,000	-	-	-	-	-	-	-	$ 150,000		100%		$ -
																$ -
	$ 108,480,466	$ 6,098,100	$ 1,250,000	$ 2,650,000	$ 1,000,000	$ 5,500,000	$ 20,000,000	$ 15,000,000	$ 2,700,000	$ 4,800,000	$ 1,800,000	$ 169,278,566				$ 154,928,566

Schedule 4: Capacity Summaries

Water System Capacity

Treatment

Water Treatment Plants	Existing Capacity (MGD)	Incremental Capacity (MGD)
Existing Capacity Expansion to 15.76	5.06	10.70
	5.06	10.70

Supply and Pumping

	Capacity (MGD)	Incremental Capacity (MGD)
	5.06	10.70
	5.06	10.70

Transmission & Distribution

	Capacity (MGD)	Incremental Capacity (MGD)
	5.06	10.70
	5.06	10.70

Sewer System Capacity

Treatment

Wastewater Treatment Plants	Capacity (MGD)	Incremental Capacity (MGD)
Existing Capacity Expansion to 1.79	0.79	1.00
	0.79	1.00

Pumping

	Capacity (MGD)	Incremental Capacity (MGD)
	0.79	1.00
	0.79	1.00

Collection & Conveyance

	Capacity (MGD)	Incremental Capacity (MGD)
	0.79	1.00
	0.79	1.00

Schedule 5: FY 2023 Water System Development Fee - Combined

Functional Component:		Treatment / Supply / Pumping	Transmission and Distribution	Total
Gross Plant in Service Value		$ 61,135,438	$ 76,001,378	$ 137,136,816
Total Expansion Capital Projects		102,037,000	21,457,892	123,494,892
Combined System Value		$ 163,172,438	$ 97,459,270	$ 260,631,708
Less:				
Principal Credit (Outstanding Debt)		$ 22,097,358	$ 27,470,642	$ 49,568,000
Specific Asset Contributions/Exclusions		11,724,031	8,199,812	19,923,843
General Allowance for Asset Contributions/Exclusions		-	-	-
Grants (Historical and Future)		-	-	-
Revenue Credit (Principal Future Debt during Planning Period)		37,419,435	7,869,128	45,288,563
Additional credit to meet 25% requirement		-	-	-
Net System Value		**$ 91,931,613**	**$53,919,689**	**$145,851,302**
Revenue Credit % Used in Fee Calculation				36.67%
Fee Calculation:				
Capacity				
Million Gallons Per Day (MGD)		15.76	15.76	
Level of Service (gpd)		360	360	
Equivalent Residential Units		43,778	43,778	
Initial Capacity Cost per ERU		$ 2,100	$ 1,232	$ 3,332
Allowance for Contingency	0.00%	$ 2,100	$ 1,232	$ 3,332
Percentage of Full Cost Recovery				100.00%
Escalation Factor to Effective Year				3.00%
Calculated Fee per ERU		**$ 2,163**	**$ 1,269**	**$ 3,432**
Current Fee per ERU		-	-	3,404
Dollar Change				$ 28
Percent Change				1%

Schedule 6: FY 2023 Sewer System Development Fee - Combined

Functional Component:		Treatment and Storage	Collection Conveyance and Pumping	Total
Gross Plant in Service Value		$ 24,393,243	$ 3,735,384	$ 28,128,627
Total Expansion Capital Projects		$20,000,000	$11,433,674	$31,433,674
Gross System Value		$ 44,393,243	$ 15,169,058	$ 59,562,301
Less:				
Principal Credit		$ 10,100,794	$ 1,546,754	$ 11,647,548
Specific Asset Contributions/Exclusions		4,274,406	1,477,666	5,752,072
General Allowance for Asset Contributions/Exclusions		-	-	-
Grants (Historical and Future)		-	-	-
Revenue Credit (Principal Future Debt during Planning Period)		4,918,973	2,812,097	7,731,069
Additional credit to meet 25% requirement		81,027	46,322	127,349
Net System Value		**$ 25,018,043**	**$ 9,286,220**	**$ 34,304,263**
Revenue Credit % Used in Fee Calculation				25.00%
Fee Calculation:				
Capacity				
Million Gallons Per Day (MGD)		1.79	1.79	
Level of Service (gpd)		360	360	
Equivalent Residential Units		4,972	4,972	
Initial Capacity Cost per ERU		$ 5,032	$ 1,868	$ 6,900
Allowance for Contingency	0.00%	$ 5,032	$ 1,868	$ 6,900
Percentage of Full Cost Recovery				100.00%
Escalation Factor to Effective Year				3.00%
Calculated Fee per ERU		**$ 5,183**	**$ 1,924**	**$ 7,107**
Current Fee per ERU				8,477
Change				$ (1,370)
Percent Change				-16%

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	April 3, 2023
SUBJECT:	Acceptance of Deed of Easement for Pump Station Site

SUMMARY:
The proposed US 421 sewer extension project is nearing completion of design. Permitting and construction will follow this year, with completion anticipated for late 2024 to mid-2025. The project includes a sewer force main from the Melinda K. Knoezer Adaptive Ecosystem Wastewater Treatment Plant along US 421 to the intersection with Blueberry Road, where a sewage pump station will be constructed. While the force main is planned to be within the NCDOT right-of-way, the pump station must be installed on private property and requires a permanent utility easement.

The pump station easement has been executed by the property owners. Upon Board acceptance of the easement, it will be officially recorded at the Register of Deeds office.

ACTION REQUESTED:
Accept deed of easement

ATTACHMENTS:
Executed general utility easement

Instrument Prepared By:
And Return To

Pender County Attorney
Pender County Utilities
P.O. Box 995
605 E. Fremont Street
Burgaw, NC 28425
Tel. 910.259.1570

STATE OF NORTH CAROLINA

COUNTY OF PENDER

GENERAL UTILITY EASEMENT
PIN #: 2283-99-6826-0000
US 421 at Blueberry Road, Currie, NC

THIS DEED OF EASEMENT, executed this the _____ day of _____, 20_____, by and between Corbett Brothers LLC, PO Box 210, Wilmington, NC 28402 (hereinafter referred to as "GRANTOR") and Pender County, a body corporate and politic, duly organized and existing under the laws of the State of North Carolina (hereinafter referred to as "GRANTEE");

W I T N E S S E T H:

For and in consideration of the sum of one dollar ($1.00) and other valuable consideration paid by the GRANTEE to the GRANTOR, receipt of which is hereby acknowledged, the GRANTOR has bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey unto the GRANTEE, its successors and assigns, the right, privilege, and perpetual right-of-way easement over, through, under, and upon the lands and premises hereinafter described for the purpose of constructing, installing, inspecting, maintaining, repairing, removing, extending, improving, replacing, building and/or operating certain public water and sewer lines and related utilities and appurtenances, said premises being a certain parcel or tract of land located in Pender County, North Carolina, and more particularly described as follows:

Survey plat entitled "421 Pumpstation Survey for Pender County" recorded at Plat Book _____ Page _____ in Pender County, North Carolina.

TO HAVE AND TO HOLD said right-of-way and easement to GRANTEE, its successors and assigns, forever. This right-of-way and easement hereby granted is appurtenant to and runs with the land now owned by the GRANTOR.

The GRANTOR reserves the right to grant easements to other parties within the Permanent Utility Easement #1 easement area (access drive) as shown on said plat so long as such easements do not interfere with the GRANTEE's use of the easement areas and the rights granted herein. Permanent Utility Easement #2 easement area is for the exclusive use of the GRANTEE and easements may not be granted to other parties in that area.

The facilities now in existence or to be placed over, under, upon and across said right of way and easement shall become and remain the property of the GRANTEE. The GRANTEE shall have the

right to construct, install, inspect, maintain, repair, remove, extend, improve, replace, build and/or operate these or new facilities and to make such changes and additions to such facilities upon the easement and right-of-way as the GRANTEE may deem advisable.

The GRANTEE shall at all times have the right to keep the area of the perpetual easement and right-of-way clear of all buildings or structures, trees, shrubs, bushes, stumps, roots, undergrowth, or other vegetation as will in its judgment interfere with the purposes of this Easement. The GRANTOR expressly promises and agrees not to construct or allow to be constructed any building, structure or other improvement, and further promises not to plant or allow to be planted any trees, shrubs, bushes, undergrowth or other vegetation or to otherwise permit encroachment or interference with the GRANTEE's rights hereunder except as provided herein. It is expressly understood and agreed, however, that the GRANTOR, its heirs, successors and assigns, shall retain the right to cultivate the ground lying within the boundaries of the right-of-way and use said easement for any other lawful purpose; provided, however, that such cultivation or use shall not be inconsistent with the rights herein granted to the GRANTEE, and GRANTEE shall not be liable for any damages or loss due to the exercise of its rights hereunder within its easement and right-of-way except those arising out of the gross negligence of the GRANTEE.

For the purpose of constructing, inspecting, improving, replacing, removing, maintaining, extending, repairing or otherwise using the above-described facilities, the GRANTEE shall have the right of ingress to and egress from the easement and right-of-way over such private roads, alleys, ways or paths (hereinafter collectively referred to as "private roads") as may now or hereafter exist on the property of the GRANTOR. Any and all construction activities and/or repair or maintenance activities upon the premises conducted by GRANTEE shall be conducted in a manner so as not to interfere with or impede the ongoing business activities being conducted on the premises, by GRANTOR or its successors and assigns to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement and right-of-way, the GRANTEE shall have such right of ingress and egress over the GRANTOR'S property adjacent to the easement and right-of-way in such manner as shall occasion the least practicable damages and inconvenience to the GRANTOR and shall not impede the ongoing business activities conducted on the premises by GRANTOR, its successors and assigns. The GRANTEE shall be liable for any consequential damages directly resulting from its exercise of the right of ingress and egress over adjoining property.

By acceptance of this Deed of Easement, the GRANTEE agrees that it will restore the surface of the land to its approximate level prior to construction or maintenance of the aforesaid facilities so long as the same are not inconsistent with and do not interfere with the rights herein granted to the GRANTEE. It is specifically agreed that any trees removed for construction or maintenance work within the easement will not be replaced. The construction or maintenance area shall be seeded during property restoration by the GRANTEE. The location of any plant materials installed by the GRANTOR shall be such that the growth thereof shall not, over time, adversely affect the GRANTEE's facilities within the boundaries of the easement herein conveyed. It is understood and agreed that the execution and delivery of this deed by the GRANTOR and its acceptance by the GRANTEE shall not obligate the GRANTEE to construct or maintain any main, line, pipe, lateral or other extension or permit any connection to its water, sewer, or other public utilities system without payment of appropriate connection fees.

Said GRANTOR covenants and warrants that it is lawfully seized and possessed of the property described above; and that it has good, right, and lawful authority to convey said easement for the purposes herein expressed; and that GRANTOR for its heirs, successors, executors, administrators,

and assigns covenants that it will warrant and defend said easement against any and all claims and demands whatsoever, except for encumbrances of record.

Use of the masculine gender herein includes the feminine and neuter, and the singular number used herein shall equally include plural.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and year first above written.

Grantor:

W. Albert Corbett (SEAL)
W. Albert Corbett, Managing Member

Selah C. Hebbard (SEAL)
Selah C. Hebbard, Managing Member

Sandra C. Hiatt (SEAL)
Sandra C. Hiatt, Managing Member

Marcy C. Howard (SEAL)
Marcy C. Howard, Managing Member

Mary Rita C. Howle (SEAL)
Rita C. Howle, Managing Member

Barbara C. Olsen (SEAL)
Barbara C. Olsen, Managing Member

Jeannine C. Squires (SEAL)
Jeannine C. Squires, Managing Member

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I, Jeffrey L. Sewell, a Notary Public for said County and State, do hereby certify that W. Albert Corbett personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 22 day of February, 2023.

My Commission Expires:

6/16/2023

Jeffrey L. Sewell
Notary Public

Jeffrey L. Sewell

JEFFREY L. SEWELL NOTARY PUBLIC NEW HANOVER COUNTY, NC

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I, Jeffrey L. Sewell, a Notary Public for said County and State, do hereby certify that Selah C. Hebbard personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 24 day of February, 2023

My Commission Expires:

6/16/2023

Jeffrey L. Sewell
Notary Public
Jeffrey L. Sewell

JEFFREY L. SEWELL NOTARY PUBLIC NEW HANOVER COUNTY, NC

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I, Jeffrey L. Sewell, a Notary Public for said County and State, do hereby certify that Mary C. Howard personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 24 day of February, 2023.

My Commission Expires:

6/16/2023

Jeffrey L. Sewell
Notary Public
Jeffrey L. Sewell

JEFFREY L. SEWELL NOTARY PUBLIC NEW HANOVER COUNTY, NC

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I, Jeffrey L. Sewell, a Notary Public for said County and State, do hereby certify that Rita C. Howle personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 24 day of February, 2023.

My Commission Expires:

6/16/2023

Jeffrey L. Sewell
Notary Public
Jeffrey L. Sewell

JEFFREY L. SEWELL NOTARY PUBLIC NEW HANOVER COUNTY, NC

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I, Jeffrey L. Sewell, a Notary Public for said County and State, do hereby certify that Sandra C. Hiatt personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 27 day of February, 2023.

My Commission Expires:
6/16/2023

Jeffrey L. Sewell
Notary Public
Jeffrey L. Sewell

JEFFREY L. SEWELL NOTARY PUBLIC NEW HANOVER COUNTY, NC

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I, ~~Barbara C. Olsen~~ Jeffrey L. Sewell, a Notary Public for said County and State, do hereby certify that Barbara C. Olsen personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 27 day of February, 2023

My Commission Expires:
6/16/2023

Jeffrey L. Sewell
Notary Public
Jeffrey L. Sewell

JEFFREY L. SEWELL NOTARY PUBLIC NEW HANOVER COUNTY, NC

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I, Jeffrey L. Sewell, a Notary Public for said County and State, do hereby certify that Jeannine C. Squires personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 27 day of February, 2023.

My Commission Expires:
6/16/2023

Jeffrey L. Sewell
Notary Public
Jeffrey L. Sewell

JEFFREY L. SEWELL NOTARY PUBLIC NEW HANOVER COUNTY, NC

ACCEPTANCE OF DEED

This General Utility Easement was accepted by the Pender County Board of Commissioners on the _____ day of _____, 20___.

_____(SEAL)
Jacqueline Newton, Chairwoman
Pender County Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF PENDER

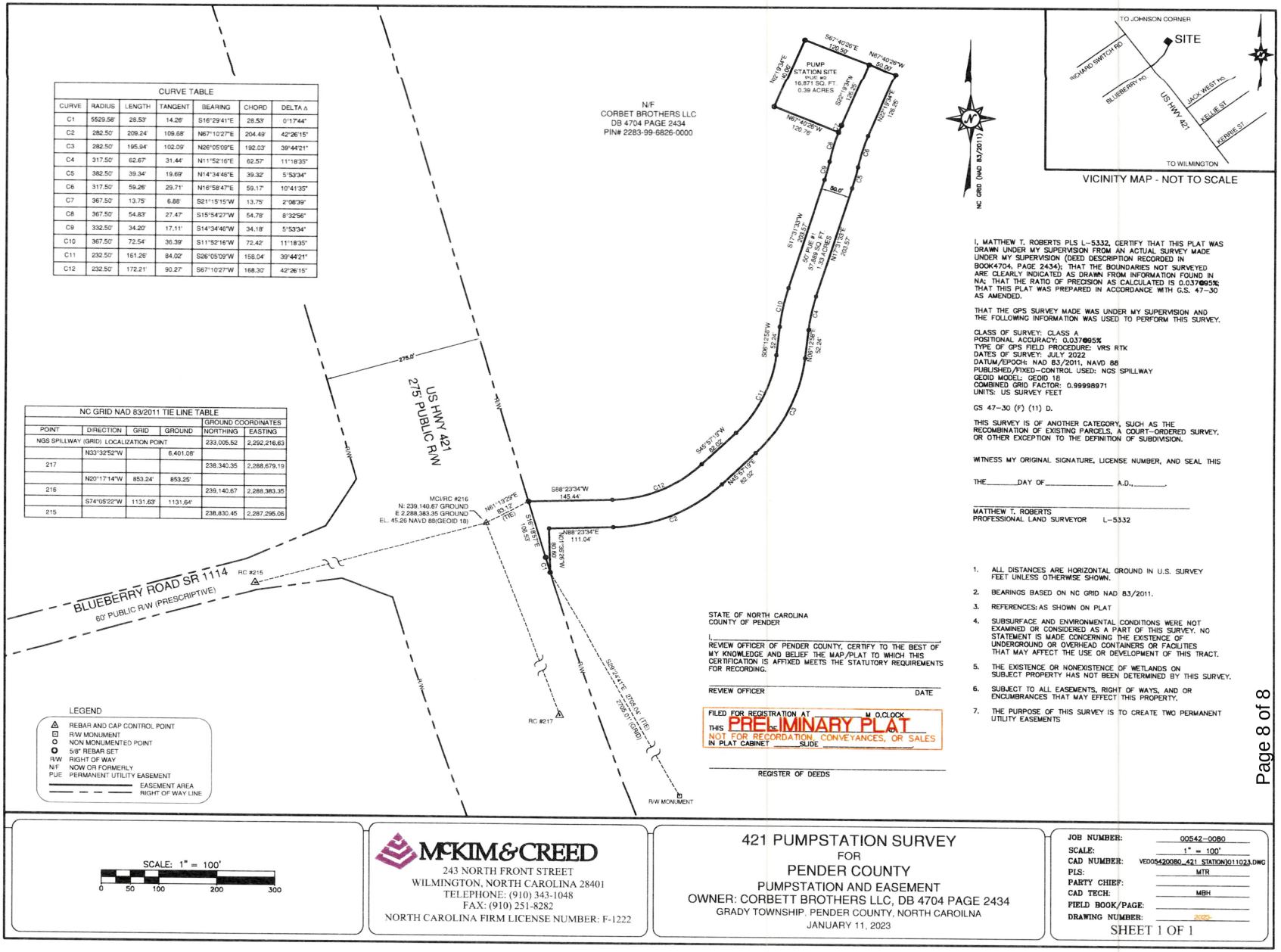
I, _____, a Notary Public for said County and State, do hereby certify that Jacqueline Newton, Chairwoman of Pender County Board of Commissioners, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20___.

My Commission Expires:

_____

_____
Notary Public


CURVE TABLE
CURVE | RADIUS | LENGTH | TANGENT | BEARING | CHORD | DELTA Δ
C1 | 5529.58' | 28.53' | 14.26' | S16°29'41"E | 28.53' | 0°17'44"
C2 | 282.50' | 209.24' | 109.68' | N67°10'27"E | 204.49' | 42°26'15"
C3 | 282.50' | 195.94' | 102.09' | N26°05'09"E | 192.03' | 39°44'21"
C4 | 317.50' | 62.67' | 31.44' | N11°52'16"E | 62.57' | 11°18'35"
C5 | 382.50' | 39.34' | 19.69' | N14°34'46"E | 39.32' | 5°53'34"
C6 | 317.50' | 59.26' | 29.71' | N16°58'47"E | 59.17' | 10°41'35"
C7 | 367.50' | 13.75' | 6.88' | S21°15'15"W | 13.75' | 2°08'39"
C8 | 367.50' | 54.83' | 27.47' | S15°54'27"W | 54.78' | 8°32'56"
C9 | 332.50' | 34.20' | 17.11' | S14°34'46"W | 34.18' | 5°53'34"
C10 | 367.50' | 72.54' | 36.39' | S11°52'16"W | 72.42' | 11°18'35"
C11 | 232.50' | 161.26' | 84.02' | S26°05'09"W | 158.04' | 39°44'21"
C12 | 232.50' | 172.21' | 90.27' | S67°10'27"W | 168.30' | 42°26'15"
NC GRID NAD 83/2011 TIE LINE TABLE
POINT | DIRECTION | GRID | GROUND | GROUND COORDINATES NORTHING | EASTING
NGS SPILLWAY (GRID) LOCALIZATION POINT | | | | 233,005.52 | 2,292,216.63
| N33°32'52"W | | 6,401.08' | | |
217 | | | | 238,340.35 | 2,288,679.19
| N20°17'14"W | 853.24' | 853.25' | | |
216 | | | | 239,140.67 | 2,288,383.35
| S74°05'22"W | 1131.63' | 1131.64' | | |
215 | | | | 238,830.45 | 2,287,295.06
N/F
CORBET BROTHERS LLC
DB 4704 PAGE 2434
PIN# 2283-99-6826-0000
PUMP STATION SITE
PUE #2
16,871 SQ. FT.
0.39 ACRES
S67°40'26"E 120.50'
N67°40'26"W 50.00'
N67°40'26"W 120.76'
N07°19'34"E 50.00'
S22°19'34"W 126.26'
N22°19'34"E 126.26'
50.0'
S17°31'33"W 203.57'
50' PUE #1
37,889 SQ. FT.
0.87 ACRES
N17°31'33"E 203.57'
S06°12'59"W 52.26'
N06°12'59"E 52.26'
S45°57'19"W 88.02'
N45°57'19"E 88.02'
S88°23'34"W 145.44'
N88°23'34"E 111.04'
275.0'
US HWY 421
275' PUBLIC R/W
R/W
MCI/RC #216
N: 239,140.67 GROUND
E 2,288,383.35 GROUND
EL. 45.26 NAVD 88(GEOID 18)
N61°13'29"E 83.12' (TIE)
S76°18'57"E 108.53'
N61°13'29"E 69.60' (GRID)
S29°24'11"E 2726.04' (TIE)
2935.01' (GRID)
BLUEBERRY ROAD SR 1114
60' PUBLIC R/W (PRESCRIPTIVE)
RC #215
RC #217
R/W MONUMENT
LEGEND
REBAR AND CAP CONTROL POINT
R/W MONUMENT
NON MONUMENTED POINT
5/8" REBAR SET
R/W RIGHT OF WAY
N/F NOW OR FORMERLY
PUE PERMANENT UTILITY EASEMENT
EASEMENT AREA
RIGHT OF WAY LINE
NC GRID (NAD 83/2011)
TO JOHNSON CORNER
SITE
RICHARD SWITCH RD
BLUEBERRY RD
US HWY 421
JACK WEST RD
KELLIE ST
KERRIE ST
TO WILMINGTON
VICINITY MAP - NOT TO SCALE
I, MATTHEW T. ROBERTS PLS L-5332, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK4704, PAGE 2434); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN NA; THAT THE RATIO OF PRECISION AS CALCULATED IS 0.037895% THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
THAT THE GPS SURVEY MADE WAS UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THIS SURVEY.
CLASS OF SURVEY: CLASS A
POSITIONAL ACCURACY: 0.037895%
TYPE OF GPS FIELD PROCEDURE: VRS RTK
DATES OF SURVEY: JULY 2022
DATUM/EPOCH: NAD 83/2011, NAVD 88
PUBLISHED/FIXED-CONTROL USED: NGS SPILLWAY
GEOID MODEL: GEOID 18
COMBINED GRID FACTOR: 0.99998971
UNITS: US SURVEY FEET
GS 47-30 (F) (11) D.
THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS
THE_____DAY OF_____ A.D.,_____
MATTHEW T. ROBERTS
PROFESSIONAL LAND SURVEYOR L-5332
STATE OF NORTH CAROLINA
COUNTY OF PENDER
I,_____
REVIEW OFFICER OF PENDER COUNTY, CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THE MAP/PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS THE STATUTORY REQUIREMENTS FOR RECORDING.
REVIEW OFFICER DATE
FILED FOR REGISTRATION AT M O.CLOCK
THIS PRELIMINARY PLAT AD
NOT FOR RECORDATION, CONVEYANCES, OR SALES
IN PLAT CABINET SLIDE
REGISTER OF DEEDS
1. ALL DISTANCES ARE HORIZONTAL GROUND IN U.S. SURVEY FEET UNLESS OTHERWISE SHOWN.
2. BEARINGS BASED ON NC GRID NAD 83/2011.
3. REFERENCES: AS SHOWN ON PLAT
4. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
5. THE EXISTENCE OR NONEXISTENCE OF WETLANDS ON SUBJECT PROPERTY HAS NOT BEEN DETERMINED BY THIS SURVEY.
6. SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS, AND OR ENCUMBRANCES THAT MAY EFFECT THIS PROPERTY.
7. THE PURPOSE OF THIS SURVEY IS TO CREATE TWO PERMANENT UTILITY EASEMENTS
SCALE: 1" = 100'
0 50 100 200 300
McKIM&CREED
243 NORTH FRONT STREET
WILMINGTON, NORTH CAROLINA 28401
TELEPHONE: (910) 343-1048
FAX: (910) 251-8282
NORTH CAROLINA FIRM LICENSE NUMBER: F-1222
421 PUMPSTATION SURVEY
FOR
PENDER COUNTY
PUMPSTATION AND EASEMENT
OWNER: CORBETT BROTHERS LLC, DB 4704 PAGE 2434
GRADY TOWNSHIP, PENDER COUNTY, NORTH CAROILNA
JANUARY 11, 2023
JOB NUMBER: 00542-0080
SCALE: 1" = 100'
CAD NUMBER: VED\05420080_421 STATION\011023.DWG
PLS: MTR
PARTY CHIEF:
CAD TECH: MBH
FIELD BOOK/PAGE:
DRAWING NUMBER: 2023-
SHEET 1 OF 1

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	April 3, 2023
SUBJECT:	Acceptance of Deed of Easement for Water Pipeline for Blake Farm Near Island Creek Road

SUMMARY:
One of the requirements for the Blake Farm development in Scotts Hill is the extension of a 12" water line from US 17 to Island Creek Road, in order to have a water line loop to provide optimal service to the community. The developer, DR Horton, has been working on this pipeline extension, and has secured one of the needed easements through an adjacent property not owned by the development. This executed easement is provided in this agenda item and requires acceptance by the Board prior to its recording at the Register of Deeds office.

An additional easement and encroachment agreement from the NCDOT under the Hampstead Bypass will also be required. The additional easement will be provided at a later time for Board consideration.

ACTION REQUESTED:
Accept deed of easement

ATTACHMENTS:
Executed general utility easement

Instrument Prepared By: Pender County Attorney
And Return To Pender County Utilities
P.O. Box 995
605 E. Fremont Street
Burgaw, NC 28425
Tel. 910.259.1570

STATE OF NORTH CAROLINA

COUNTY OF PENDER

GENERAL UTILITY EASEMENT
PIN #: 3262-45-9354-0000
South of Island Creek Road at proposed Hampstead Bypass, Rocky Point, NC

THIS DEED OF EASEMENT, executed this the _____ day of _____, 2023, by and between **Ammo Dump/Lake+9, LLC**, a North Carolina limited liability company, 1022 Ashes Drive, Suite 201, Wilmington, NC 28405 (hereinafter referred to as "GRANTOR") and Pender County, a body corporate and politic, duly organized and existing under the laws of the State of North Carolina (hereinafter referred to as "GRANTEE");

W I T N E S S E T H:

For and in consideration of the sum of one dollar ($1.00) and other valuable consideration paid by the GRANTEE to the GRANTOR, receipt of which is hereby acknowledged, the GRANTOR has bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey unto the GRANTEE, its successors and assigns, the right, privilege, and perpetual right-of-way easement over, through, under, and upon the lands and premises hereinafter described for the purpose of constructing, installing, inspecting, maintaining, repairing, removing, extending, improving, replacing, building and/or operating certain public water lines and related appurtenances, said premises being a certain parcel or tract of land located in Pender County, North Carolina, and more particularly described and shown as the "PROPOSED 30' ACCESS AND UTILITY EASEMENT +/- 0.72 ACRES (31,288 SqFt)" ("Easement Area") on the exhibit map entitled "Easement Exhibit for D.R. Horton", a copy of which is attached and incorporated herein by reference as **Exhibit A**.

TO HAVE AND TO HOLD said right-of-way and easement to GRANTEE, its successors and assigns, forever. This right-of-way and easement hereby granted is appurtenant to and runs with the land now owned by the GRANTOR.

The GRANTOR reserves the right to grant easements to other parties within the easement areas as shown on said plat so long as such easements to do not interfere with the GRANTEE's use of the easement areas and the rights granted herein.

The GRANTOR shall have the right to connect to the water line installed as part of the facilities within the easement, subject to review and approval by the GRANTEE and available capacity in the water system.

The facilities now in existence or to be placed over, under, upon and across said right of way and easement shall become and remain the property of the GRANTEE. The GRANTEE shall have the right to construct, install, inspect, maintain, repair, remove, extend, improve, replace, build and/or operate these or new facilities and to make such changes and additions to such facilities upon the easement and right-of-way as the GRANTEE may deem advisable.

The GRANTEE shall at all times have the right to keep the area of the perpetual easement and right-of-way clear of all buildings or structures, trees, shrubs, bushes, stumps, roots, undergrowth, or other vegetation as will in its judgment interfere with the purposes of this Easement. Notwithstanding the foregoing, Grantor shall have the right to pave over the surface of the Easement Area. The GRANTOR expressly promises and agrees not to construct or allow to be constructed any building, structure or other improvement, and further promises not to plant or allow to be planted any trees, shrubs, bushes, undergrowth or other vegetation or to otherwise permit encroachment or interference with the GRANTEE's rights hereunder except as provided herein, provided that GRANTOR shall be allowed to pave over all or a portion of the surface of the Easement Area. It is expressly understood and agreed, however, that the GRANTOR, its heirs, successors and assigns, shall retain the right to cultivate the ground lying within the boundaries of the right-of-way and use said easement for any other lawful purpose; provided, however, that such cultivation or use shall not be inconsistent with the rights herein granted to the GRANTEE, and GRANTEE shall not be liable for any damages or loss due to the exercise of its rights hereunder within its easement and right-of-way except those arising out of the, negligence, gross negligence, or intentional act of the GRANTEE.

For the purpose of constructing, inspecting, improving, replacing, removing, maintaining, extending, repairing or otherwise using the above-described facilities, the GRANTEE shall have the right of ingress to and egress from the easement and right-of-way over such private roads, alleys, ways or paths (hereinafter collectively referred to as "private roads") as may now or hereafter exist on the property of the GRANTOR. Any and all construction activities and/or repair or maintenance activities upon the premises conducted by GRANTEE shall be conducted in a manner so as not to interfere with or impede the ongoing business activities being conducted on the premises, by GRANTOR or its successors and assigns. GRANTOR or its successors and assigns shall have the right to shift, relocate, close or abandon any such private roads at any time. If there are no public or private roads reasonably convenient to the easement and right-of-way, the GRANTEE shall have such right of ingress and egress over the GRANTOR'S property adjacent to the easement and right-of-way in such manner as shall occasion the least practicable damages and inconvenience to the GRANTOR and shall not impede the ongoing business activities conducted on the premises by GRANTOR, its successors and assigns. The GRANTEE shall be liable for any actual or consequential damages directly resulting from its exercise of the right of ingress and egress over adjoining property.

By acceptance of this Deed of Easement, the GRANTEE agrees that it will restore GRANTOR'S property to its condition prior to construction or maintenance of the aforesaid facilities so long as the same are not inconsistent with and do not interfere with the rights herein granted to the GRANTEE. It is specifically agreed that any trees removed for construction or maintenance work within the easement will not be replaced. The construction or maintenance area shall be seeded during property restoration by the GRANTEE. The location of any plant materials installed by the GRANTOR shall be such that the growth thereof shall not, over time, adversely affect the GRANTEE's facilities within the boundaries of the easement herein conveyed. It is understood and agreed that the execution and delivery of this deed by the GRANTOR and its acceptance by the GRANTEE shall not obligate the GRANTEE to construct or maintain any main, line, pipe, lateral or other extension or permit any connection to its water or other public utilities system without payment of appropriate connection fees. GRANTOR shall have the right to tap into any main, line, pipe, lateral or other extension placed within the Easement Area, subject to review and approval by the GRANTEE and available capacity in the water system.

By acceptance of this Deed of Easement, GRANTEE further agrees that the water line to be located within the Easement Area shall be placed underground at a depth required to allow for the construction of a roadway over the water line (but with a minimum of 5 feet of cover over the casing pipe) and shall be constructed of 12 inch pipe with a minimum casing size of 24 inches (to enable space for pipe fittings).

Said GRANTOR covenants and warrants that it is lawfully seized and possessed of the property described

above; and that it has good, right, and lawful authority to convey said easement for the purposes herein expressed; and that GRANTOR for its heirs, successors, executors, administrators, and assigns covenants that it will warrant and defend said easement against any and all claims and demands whatsoever, except for encumbrances of record.

Use of the masculine gender herein includes the feminine and neuter, and the singular number used herein shall equally include plural.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and year first above written.

Grantor:

Ammo Dump/Lake+9, LLC

By: _____(SEAL)
Print Name: Bruce Chappell
Title: Mgr
Date: 1/23/23

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, Hayley Rodney, a Notary Public for said County and State, do hereby certify that Bruce Chappell personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 23 day of January 25, 2023.

My Commission Expires:
6/7/27

Notary Public

HAYLEY RODNEY
NOTARY PUBLIC
New Hanover County
North Carolina
My Commission Expires June 7th, 2027

Accepted by:

_____(SEAL)
Jacqueline Newton, Chair
Pender County Board of Commisssioners

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, _____, a Notary Public for said County and State, do hereby certify that Jacqueline Newton, Chair of Pender County Board of Commissioners, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

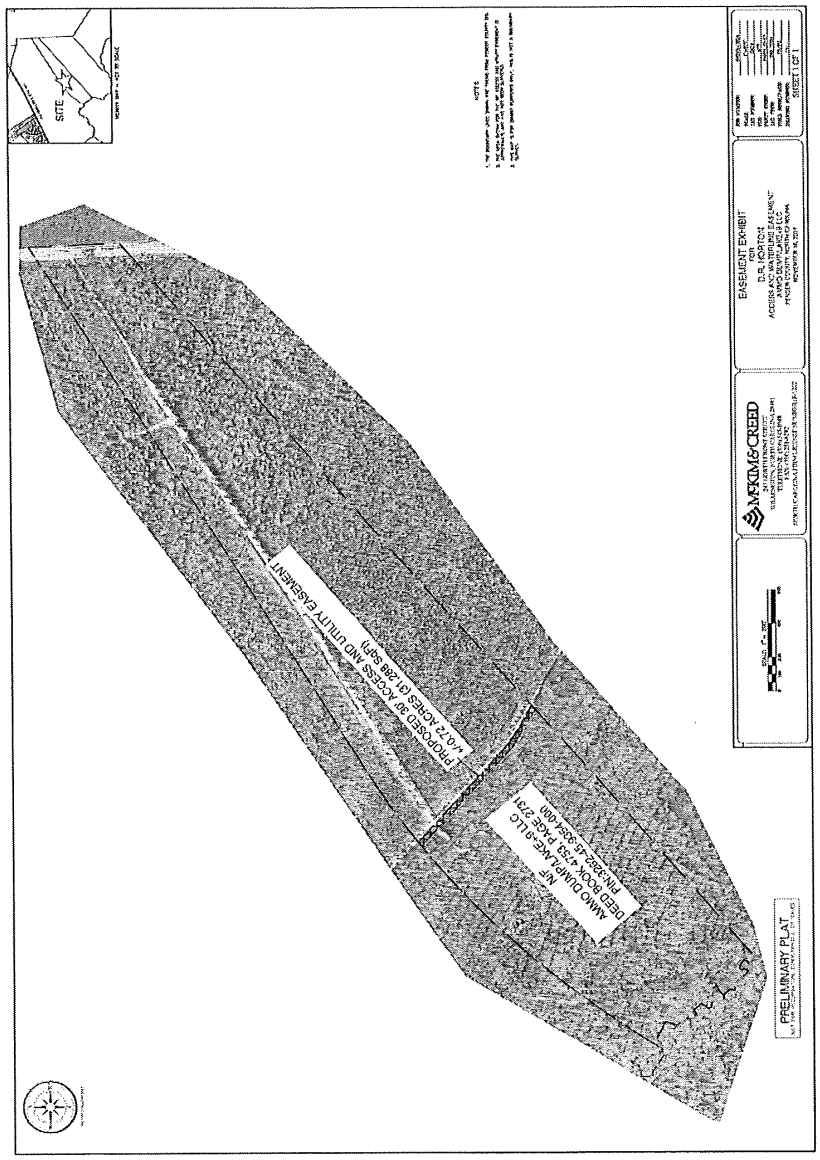
Witness my hand and official seal, this the _____ day of _____, 20__.

My Commission Expires:
_____

_____
Notary Public

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS. N.C.G.S. SECTION 47-30(n)(2).



Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	April 3, 2023
SUBJECT:	Increase PO# 184 to Core & Main for Supplies for Water & Sewer System

SUMMARY:
Our primary supplier of water & sewer supplies is Core & Main, as selected by lowest pricing quotes at the beginning of the fiscal year. Due to supply chain issues in the industry, meters, valves, service yokes & parts, meter boxes, etc. have experienced both ordering delays and increased pricing. The primary delayed product has been water meters. PCU received a shipment of 500 meters in February which had been ordered in May 2022, and we still have several outstanding orders awaiting shipment. Previously, meter delivery occurred within 6 weeks of ordering, but are now running 9 months or more. In order to ensure sufficient meters for our new customers, we have placed multiple orders over this fiscal year which are still awaiting delivery.

As of 3/20/23, we only have $19,000 remaining on our $370,000 PO for FY23 (approved by the Board on 7/11/22). Residential water meters are about $300 each, and we are hoping to receive several hundred more by June. Also, we have other supplies (some noted above) which we must purchase to keep new water service and repair work going.

We need an additional $140,000 added to PO# 184 to finish out FY23. This is an estimate, but we are hopeful that this will be a sufficient increase. Without these funds, new water services will not be able to be initiated within the next few months as our supplies run out. PO# 184 will increase to $510,000 total with the requested action.

Additional funds are being transferred into 072-403308 (Supplies-Water Inventory) from other accounts within Org 072 to make this PO increase possible.

ACTION REQUESTED:
Increase PO# 184 to Core & Main by $140,000

Pender County
Approval of minutes

TO:	BOCC
FROM:	Nancy Avery
DATE:	April 3, 2023
SUBJECT:	Approval of minutes

SUMMARY:
January 3, January 17, February 21 regular meeting minutes
March 16 and 17 Annual retreat

ACTION REQUESTED:
Approve as presented or amended

MINUTES
Board of County Commissioners Meeting
Tuesday, January 3, 2023 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: Fred McCoy
Jacqueline A. Newton
Jerry Groves
Wendy Fletcher-Hardee
Jimmy Tate

MEMBERS ABSENT:

OTHERS PRESENT: David Andrews, County Manager
Trey Thurman, County Attorney
Nancy Avery, Interim Clerk to the Board
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

Page

1 CALL TO ORDER

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

2 INVOCATION

2.1 Commissioner Groves gave the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Vice Chair Hardee led in the Pledge of Allegiance

4 ADOPTION OF AGENDA

Moved by Wendy Fletcher Hardee, seconded by Fred McCoy

Motion to approve the agenda as presented.

	For	Against	Abstained	Absent
Fred McCoy	x			

Wendy Fletcher Hardee	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Jerry Groves	x			
	5	0	0	0

CARRIED.

5 PUBLIC INFORMATION

6 PUBLIC COMMENT

6.1 Anne Scott, resident, stated the County is undergoing a revolution in health care system with the agreement to go with a consulting firm to help make the decision for this year. She has used Duke Health system for over 35 years and as a former health care director. She would like the County to consider Duke Health system as provider.

7 CONSENT AGENDA

7.1 Approval of Budget Amendment for the transfer of revenue funds from insurance claims and sale of surplus vehicle in the amount of $46,323.19. 17 - 19

7.1 BOA Sheriff

7.2 Approval of Memorandum of Understanding for SRO's Approval of Budget Amendment 21

7.2 BOA Burgaw SRO MOU .5 Year Schools

7.3 BOCC Meeting Minutes December 5, 2022

7.4 Approval Special Meeting Minutes 12-2-2022

7.5 Approval of Surplus Property Advertisement for Auction - Parcel 3392-53-8565-0000 - 960 Lee Road, Holly Ridge

7.6 Approval of Surplus Property Advertisement for Auction - Parcel 3224-46-2015-0000 - 600 Cheshire Road, Rocky Point

7.7 Approval of Surplus Property Advertisement for Auction - Parcel 2259-92-5101-0000 - Off of McAllister Road, Columbia

7.8 Approval of Surplus Property Advertisement for Auction - Parcel 2268-97-8277-0000 - Off of Bell Williams Road, Columbia

7.9 Approval of Surplus Property Advertisement for Auction - Parcel 2295-60-8304-0000 - Off of Asa Lane, Long Creek

7.10 Approval of Surplus Property Advertisement for Auction - Parcel 2350-15-2730-0000 - 3340 Halfway Branch School Road, Columbia

7.11 Approval of Surplus Property Advertisement for Auction - Parcel 2385-65-4988-0000 - Off of Willard Road, Union

7.12 Approval of Surplus Property Advertisement for Auction - Parcel 3320-82-9153-0000 - 208 Burgaw Creek Loop Road, Burgaw

7.13 Tourism BOA for Ghost Walk Supplies 23 - 24

7.13 BOA Tourism

7.14 Approval of Revised Change Order #1 for the Scotts Hill Elevated Tank and Wells Project

7.15 Award Contract for Veterinary Services for the Pender County Animal Shelter to Dr. Joni Shimp.

7.16 Approval of Tax Releases and Refunds

Moved by Fred McCoy, seconded by Jerry Groves

Motion to approve Consent Agenda with corrections to minutes that state Commissioner McCoy abstained when he voted in favor.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Wendy Fletcher Hardee	x			
Jerry Groves	x			
	5	0	0	0

CARRIED.

8 APPROVALS AND RESOLUTIONS

8.1 Resolution to Declare a Glock Model 22 40cal Handgun Surplus and Award it to Retired Deputy Allen Dezso in Recognition of his Service to the Citizens of Pender County in the Pender County Sheriff's Office. 25

Sheriff Cutler requested the Board declare a Glock Model 22 40cal handgun surplus and award it to retired Deputy Dezso in recognition of his service to the citizens of Pender County.

Moved by Jerry Groves, seconded by Fred McCoy

Motion to adopt resolution to declare a Glock Modell 22 40cal handgun surplus and award it to retired Deputy Allen Dezso in recognition of his service.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Wendy Fletcher Hardee	x			
Jerry Groves	x			
	5	0	0	0

CARRIED.

A. Dezso resolution 1.3.23

8.2 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2353-65-3425-0000 25529 US Hwy 421, Shiloh

Finance DIrector Blue stated all items presented tonight have been authorized for surplus and been through Govdeals. The result of the bid is a offer of $10,200. Tax value is $8,043. The property was acquired through tax foreclosure in 2001. It is a 1.5 acre wooded, residential lot with road access.

Discussion:
Commissioner McCoy stated he is glad to see the bid is above tax value. He thinks we owe it to the taxpayers.

Chair Newton said she thought we had all agreed to put a threshold on the Govdeals property for no lower than tax value.

Manager Andrews stated he and Chair Newton did have an informal discussion about this, but the Board should make a motion to formalize that going forward.

Moved by Fred McCoy, seconded by Wendy Fletcher Hardee

Motion to approve sale as presented.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			

Wendy Fletcher Hardee	x			
Jerry Groves	x			
	5	0	0	0

CARRIED.

8.3 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2354-71-6682-0000 - Off of Little Egypt Road, Columbia

Finance Director Blue said the rest of the surplus property bids on the agenda are at or less than tax value.
This bid is for $104,000 and tax value is $131,250. It was acquired from tax foreclosure from 1970. It is 100 acre wooded lot with no legal easement.

Discussion:
Commissioner McCoy said he definitely has a problem with this one as it is below tax value.

Vice Chair Hardee said there is no way to access the property.

Finance Director Blue stated the other option is to reject all bids and maintain possession or reject all bids and rebid. Since 1970 the county has lost $87,000 in revenue on this property. The county has no need for it.

Chair Newton stated we could use the tax money.

Moved by Fred McCoy, seconded by Jerry Groves

Motion to not sale as bid is less than tax value

	For	**Against**	**Abstained**	**Absent**
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Wendy Fletcher Hardee	x			
Jerry Groves	x			
	5	0	0	0

CARRIED.

8.4 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3321-22-7541-0000 - Off of Hwy 117, Union

Finance Director Blue said this is a bid of $2,125 on a parcel with a tax value of $6,253. We acquired it through tax foreclosure in 1987. It is a .55 acre wooded residential lot with no legal easement. We have lost $9,260.00 in tax revenue.

Commissioner Groves made a motion to approve. No second was made to the motion.
Motion failed.

Commissioner Hardee made a motion to not accept the bid. No second to the motion.

No action was taken on this item.

8.5 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3247-56-7544-0000 - On Old River Road, Burgaw

Finance Director Blue said a bid for $10,801 was received on this property with tax value of $12,100. This is a 1.42 acre wooded residential lot, with road access acquired through tax foreclosure.

Moved by Jerry Groves, seconded by Fred McCoy

Motion to sell as presented

	For	**Against**	**Abstained**	**Absent**
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Wendy Fletcher Hardee	x			
Jerry Groves	x			
	5	0	0	0

CARRIED.

8.6 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-3885-0000 - King's Estates, Burgaw

Finance Director Blue said a bid for $3,550 was received for this property with a tax value of $6,175. It is a .49 acre lot, wetlands with road access acquired through tax foreclosure. Lost tax revenue is $1100.

Moved by Fred McCoy, seconded by Wendy Fletcher Hardee

Motion to not approve the sale as it is below tax value.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Wendy Fletcher Hardee	x			
Jerry Groves	x			
	5	0	0	0

CARRIED.

8.7 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-3945-0000 - King's Estates, Burgaw

Finance Director Blue stated a bid of $3,750 was received for this property with a tax value of $6,175. It is a 0.49 acre wooded lot, wetlands and road access acquired through foreclosure in 2019. Lost tax revenue of $1100.

Moved by Jerry Groves, seconded by Fred McCoy

Motion to sell as presented.

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

CARRIED.

8.8 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-4727-0000 - King's Estates, Burgaw

Finance Director Blue said a bid of $4,850 was received for this property with a tax value of $6,175. This is a 0.49 acre wooded lot, wetlands with road access acquired through tax foreclosure in 2019. Lost tax revenue is $1100.

Moved by Jerry Groves, seconded by Fred McCoy

Motion to sell as presented

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Wendy Fletcher Hardee	x			
Jerry Groves	x			
	5	0	0	0

CARRIED.

8.9 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-5471-0000 - King's Estates, Burgaw

Finance Director Blue stated a $3,100 bid was received for this property with a tax value of $6,175. It is a 0.49 acre wooded lot, wetlands with road access acquired through tax foreclosure in 2021. Lost tax revenue $272.

Moved by Jerry Groves, seconded by Wendy Fletcher-Hardee

Motion to sell as presented.

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

CARRIED.

8.10 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-6253-0000 - King's Estates, Burgaw

Finance Director Blue said a $4,225 bid was received for this property with a tax value of $6,175. It is a 0.49 acre wooded lot, wetlands, with road access acquired through tax foreclosure in 2021.
Lost tax revenue $272.

Moved by Jerry Groves, seconded by Wendy Fletcher-Hardee

Motion to sell as presented.

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

CARRIED.

8.11 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-6311-0000 - King's Estates, Burgaw

Finance Director Blue said a bid of $5,050 was received for this property with a tax value of $6,175. It is a 0.49 acre wooded lot, wetlands with road access acquired through tax foreclosure in 2021. Lost tax revenue is $272.

Moved by Fred McCoy, seconded by Jerry Groves

Motion to sell as presented.

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

CARRIED.

8.12 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-95-0746-0000 - King's Estates, Burgaw

Finance Director Blue said a bid of $3,050 was received for this property with a tax value of $6,175. It is a 0.49 acre wooded lot, wetlands, with road access acquired through tax foreclosure in 2019. Lost tax revenue of $1100.

Commissioner McCoy made a motion to sell. There was no second.
Commissioner Groves made a motion to not sell. There was no second.

No action was taken on this item.

8.13 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-21-5048-0000 - Off of McDuffie Road, Grady

Finance Director said a bid for $2,875 for this property with tax value of $4,200. It is a 1.43 acre wooded residential lot, with no legal easement acquired through tax foreclosure in 2019. Lost tax revenue is $2400.

Commissioner McCoy made a motion to not approve. There was no second.
Commissioner Groves made a motion to sell. There was no second.

No action taken on this item.

8.14 Resolution to Request Approval for Cape Fear Engineering to conduct USDA Environmental Assessment and Geotechnical Engineering Services and to issue a purchase order for $55,000

Manager Andrews spoke on behalf of Health Department Director Moser. He requested the Board adopt this resolution approving Cape Fear Engineering to conduct USDA Environmental Assessment and Geotechnical Engineering Services and to issue a purchase order for $55,000 for the future Health and Human Services Building. We received four responses from the Request for Qualifications process.

Chair Newton asked the range of bids.
Manager Andrews said the bids were: $56,000 from Caitlin, $51,010 from Cape Fear, $24,201 from ECS.

Chair Newton asked why the request is for $55,000 when the bid was $51,010. Why are we adding on at the back end for approval?
Manager Andrews said we could make if $51,010.

Commissioner McCoy made a motion to approve as presented. There was no second to the motion. Motion failed.

No action was taken on this item.

8.15 Approval of Results of School Bond Referendum and Certifying Resolution

Manager Andrews requested the Board adopt this resolution certifying and approving the results of the November 2022 School Bond Referendum and authorize issuance of bids. Even though it authorizes issuance, any sale of bonds will have to come back to the Board for approval.

Commissioner Groves stated this happened before his time. He does certify it, but he does not agree with the amount of the bonds. He certifies the vote but does not agree with a tax increase.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to adopt the resolution certifying and approving the results of the November 2022 School Bond Referendum and authorization to issue bids as presented.

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

CARRIED.

8.16 Appointment of interim Clerk to the Board

County Attorney Thurman suggested to the Board to proceed with having the manager serve as the clerk and someone else serve as Deputy Clerk.

Chair Newton asked if this was a statement in any way that the County has been doing this in an appropriate manner in the past.

Attorney Thurman said no, this is an appropriate way to do this.

Commissioner McCoy asked if other counties in the area do it that way? Attorney Thurman said it depends on the structure and it varies across the state. In some places, the clerk is a department head. In more rural counties, an employee provides those duties under the supervision of the manager.

Chair Newton asked if we need to do a resolution or a motion. Will the practice of the manager serving as the clerk to the board and his administrative assistant serving as deputy clerk require a resolution? Attorney Thurman said it will.

Moved by Jerry Groves, seconded by Fred McCoy

Motion to authorize the manager to certify any documents as needed until the permanent appointment as clerk is made.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Wendy Fletcher Hardee	x			
Jerry Groves	x			
	5	0	0	0

CARRIED.

8.17 Accept Grant funding from NCEM for the 2023 PENSAR Swamp Stomp Full Scale Exercise

Emergency Manager Batson asked the Board to accept grant funding in the amount of $11,509.56 for a full scale exercise, the 2023 PENSAR Swamp Stomp, on Holly Shelter Game Lane for the SAR, Fire, EMS, Dispatch and Law Enforcement communities. Grant funds will cover food, office supplies, fuel, handwashing stations and port-johns.

Moved by Fred McCoy, seconded by Wendy Fletcher Hardee

Motion to approve grant funding as presented.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Wendy Fletcher Hardee	x			
Jerry Groves	x			
	5	0	0	0

CARRIED.

9 DISCUSSION

9.1 Opening position for an Elected Official for the Pender County Local Emergency Planning Committee

Emergency Manager Batson stated Pender County is re-establishing its own LEPC with all public, governmental, and private partners across the county for the purpose of developing an emergency response plan and requests a member of the Board to serve.

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

11 CLOSED SESSION (IF APPLICABLE).

Moved by Jerry Groves, seconded by Fred McCoy

Motion to go into closed session as per NCGS 143-318.11(3), (5), (6) attorney client privilege, land acquistion and personnel.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Wendy Fletcher Hardee	x			
Jerry Groves	x			
	5	0	0	0

CARRIED.

12 Board liaison appointments

Moved by Jimmy T Tate, seconded by Fred McCoy

Motion to add item 12 Board liaison appointments to the agenda.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Wendy Fletcher Hardee	x			
Jerry Groves	x			
	5	0	0	0

CARRIED.

12.2 Chair Newton asked for a motion as regards to the boards that individual commissioners will represent the County on.

Moved by Wendy Fletcher Hardee, seconded by Fred McCoy

Motion to approve the following board liaison assignments for the Commissioners:
Commissioner McCoy - Animal Shelter Advisory Committee, Cape Fear River Program, Fire Commission, Juvenile Crime Prevention Council, Work First Planning.
Chair Newton - Lower Cape Fear Water Sewer Authority, Planning Board alternate, Advisory Board of Health, Pender Housing Initiative, Cape Fear Council of Government.
Commissioner Tate - Pender EMS and Fire, Hampstead Kiwanis Park Board, Topsail Island Shoreline Protection, Priority One Committee, Wallace Airport Commission.
Commissioner Groves - Work First Planning, Local Emergency Planning Committee (LEPC), Workforce Development, Smart Start of Pender County, Cape Fear RPO-RTAC committee.
Vice Chair Hardee - Novant Health Pender Medical Center Board, Wilmington Business Development, Wilmington Area MPO, Tourism Development Authority, Nursing/Adult Care, Southeastern Economic Development.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			

Wendy Fletcher Hardee	x			
Jerry Groves	x			
	5	0	0	0

CARRIED.

13 ADJOURNMENT

Moved by Jimmy Tate, seconded by Jerry Groves

Motion to return to open session and adjourn

	For	**Against**	**Abstained**	**Absent**
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Hardee	x			
Jimmy Tate	x			
	5	0	0	0

CARRIED.

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	January 3, 2023
SUBJECT:	Approval of Budget Amendment for the transfer of revenue funds from insurance claims and sale of surplus vehicle in the amount of $46,323.19.

SUMMARY:
Pender County Sheriff's Office is requesting the approval of a Budget Amendment for the transfer of revenue/insurance funds and funds from sale of surplus vehicle for the purchase of another vehicle. The amount of these funds are $46,323.19.

Revenues-
10-320017 Insurance/property loss $914.38
10-320008 Sale of Surplus Property $45,408.81

Expenditures
510-407403 Capital Outlay/Vehicles

ATTACHMENTS:
Approval of Budget Amendment for the transfer of revenue funds from insurance claims and sale of surplus vehicle in the amount of $46,323.19.

Monday, November 7, 2022

Pender County Budget Ordinance Amendment

Date Monday, November 7, 2022

Board Meeting Date (If Applicable) Monday, November 21, 2022

Fiscal Year FY 2022-2023

Fund 10 - GENERAL

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request
Transfer of revenue/insurance funds to expenditure for another vehicle

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	10-320017	Insurance/property loss	914.38
2	10-320008	Sale of Surplus Property	45,408.81
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-407403	Capital Outlay/vehicles	46,323.19
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 46323.19

Total Expenditures 46323.19

Budget Amendment Balances when Zero. 0

Prepared By: Jennie Coleman

Email jennifer.coleman@pendersheriff.com

Monday, December 19, 2022

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 510010 - SCHOOL RESOURCE OFFICER

Division, Program, Project, etc. Burgaw Middle & CF Pope Elementary School SRO

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510010-348039	SRO Grant Agreement	55000
2	695-399000	GF Fund Balance	66133
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510010-404500	Contracted Services	121133
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 121133

Total Expenditures 121133

Budget Amendment Balances when Zero. 0

Prepared By: Meg Blue

Email mblue@pendercountync.gov

Pender County
BOA for Ghost Walk supplies

TO:	BOCC
FROM:	Tammy Proctor
DATE:	January 3, 2023
SUBJECT:	Tourism BOA for Ghost Walk Supplies

SUMMARY:
Approval of BOA for Ghost Walk Supplies

ACTION REQUESTED:
Approval of BOA

Monday, December 12, 2022

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 670 - TOURISM OFFICE

Division, Program, Project, etc. Ghost Walk

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	670-320020	Event Fees	780
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	670-403300	Supplies	780
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 780

Total Expenditures 780

Budget Amendment Balances when Zero. 0

Prepared By: Tammy Proctor

Email tproctor@pendercountync.gov

Board of County Commissioners
Jaqueline A. (Jackie) Newton -Chairwoman
Wendy Fletcher-Hardee-Vice Chair
Jimmy T Tate
Archibald "Fred" McCoy
Jerry Groves

County Manager
David Andrews
County Attorney
Carl W. "Trey" Thurman
Clerk to the Board
Nancy Avery (Interim)

Resolution to Declare a Glock Model 22 Handgun Surplus and Award it to Retired Deputy Allen Dezso in Recognition of His Service to the Citizens of Pender County in the Pender County Sheriff's Office.

WHEREAS North Carolina General Statute § 20-187.2 states "…The governing body of a law enforcement agency may, in its discretion, also award to a retiring member or surviving relatives as provided herein, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body;" and

WHEREAS Allen Dezso previously worked with Harnett County Sheriff's Office from 1989-1991, Lillington Police Department from 1991-1995, North Carolina State Highway Patrol for 15 years; is retiring as a Deputy with the Pender County Sheriff's office after 11 years of service to the citizens of Pender County; and

NOW, THEREFORE IT BE RESOLVED by the Pender County Board of Commissioners that the Glock Model 22 (Serial # AEZP 572) handgun carried by Allen Dezso be declared surplus and awarded to him this 3rd day of January 2023 as recognition and in appreciation for the 11 years of dedicated service to the citizens of Pender County. BE IT FURTHER RESOLVED that the Pender County Board of Commissioners thanks Sherry Lewis for her dedication to serving the citizens of Pender County.

Jackie Newton, Chair

ATTEST: _____
David Andrews, Manager

PO Box 5 – 805 S. Walker Street, Burgaw, NC 28425 (910) 259-1200 Office | www.pendercountync.gov

MINUTES
Board of County Commissioners Meeting
Tuesday, January 17, 2023 4:00 PM
Hampstead Annex Auditorium

MEMBERS PRESENT: Fred McCoy
Jacqueline A. Newton
Jerry Groves
Jimmy Tate

MEMBERS ABSENT: Wendy Fletcher-Hardee

OTHERS PRESENT: David Andrews, County Manager
Trey Thurman, County Attorney
Nancy Avery, Interim Clerk to the Board
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

1 CALL TO ORDER

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

2 INVOCATION

2.1 Commissioner McCoy gave the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Commissioner Groves led in the Pledge of Allegiance

4 ADOPTION OF AGENDA

Moved by Fred McCoy, seconded by Jerry Groves

Motion to adopt agenda as presented.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Jerry Groves	x			

Wendy Fletcher Hardee				x
Jerry Groves				
Jimmy Tate				
	4	0	0	1

CARRIED.

5 PUBLIC HEARING

5.1 Public Hearing Pender Adult Services application on the proposed Pender Adult Services (PAS-TRANS) Community Transportation Program Application to be submitted to the NC Department of Transportation. Submittal requires a Public Hearing

Chair Newton opened the Public Hearing at 4:10 pm.

Mr. Longenbach explained he is the transportation director for Adult Pender Services. The department is applying for three grants through NC Department of Transportation. One is 5311 administrative grant that covers all of the costs to run the program. Another is the 5310 operating grant and the last one is the combined capital grant. Grant total is $216,439 with a 15 % match of $32,466. The 5310 operating grant goes towards transportation for the elderly and disabled. He is asking approval from the Board to apply for the grants. Matching amounts are already budgeted.

The Public Hearing was closed at 4:11 pm as no one signed up to speak.

5.2 Resolution authorization to submit for grants for public transportation

No action taken on this item.

6 PUBLIC INFORMATION

6.1 Presentation from NCORR staff regarding the Strategic Buyout Program in Pender County by Maggie Battaglin, NCORR Director of Mitigation

Planning Director Adams introduced Maggie Battaglin, NC Office of Resiliency and Recovery Director of Mitigation who stated:

- This is a new more efficient program with a different source of funding
- This is not the hazard mitigation program

- A person must own property in the area and be at substantial flood risk with a 1 - in 10 chance of flooding. We have identified 78 properties.
- $182 million is budgeted across the state with seventeen counties being targeted
- It is voluntary and once purchased, applicants will sell property to the local government. Structures will then be demolished, and the land use will be restricted so no structure can be built there again.
- If the county is interested in moving forward, we would draft legal documents needed.

Discussion points:

What about folks already in buyout program but have not been bought out, are they excluded? (Newton)
Response - if they have been bought out, they are not eligible. If they withdrew or were determined ineligible, they can apply.

This money will be immediately available once all the paperwork is done, right? (McCoy)
Response - yes. If you move forward, we will do community outreach and we will start taking applications.

Chair Newton asked Planning Director Adams to provide a staff opinion on this program as opposed to the other program we are dealing with.

6.2 NC Military Business Center Overview by Olivia Chavez Carroll, Business Development Professional at Cape Fear Community College

Ms. Carroll stated:

- The North Carolina Military Business Center is a statewide, state funded, business development and technology transition entity embedded in the state's community colleges.
- It is the only statewide, military-focused economic development entity in the U.S. and the only N.C. entity solely focused on growing the defense economy through existing industry
- She is responsible for New Hanover County, Brunswick and Pender counties
- N.C. has the 4th highest active duty military presence in the U.S.
- This program helps veterans apply for funding and navigate the system to find the money to stay in NC to build their businesses
- Partners are at the state and federal level
- We work with community colleges and workforce development and have been around since 2005

- General Assembly funds community colleges who in turn fund this program
- $2 million is budgeted a year across the state

6.3 2020 Canetuck (CTK) Phase 1 status update by Kris Ward, Director of Business Development FOCUS Broadband

Mr. Ward stated:

- Chartered in 1955, FOCUS Broadband is a nonprofit cooperative, offering telephone, high-speed Internet, business communications, security and wireless services.
- Rebranded from ATMC (Atlantic Telephone Membership Corporation) to FOCUS Broadband January of 2022. Name change reflects the company's shift to having broadband internet as its core service offering.
- Currently serving approximately 60,000 customers in Brunswick, Columbus, Robeson, Duplin and Pender counties.
- We won a $21.6 million USDA contract for ReConnect Broadband Program in 2020
- FOCUS Broadband is contributing $7.2 million to the project
- Service became available to first customers in December 2022
- Once complete, FOCUS Broadband will be able to provide fiber optic internet to more than 7,000 homes and businesses
- Canetuck Phase 1 completed on December 2023 - service is available
- Caswell Phases 1, 2 & 4 – Construction and fiber placement complete, splicing fiber underway
- 3.Holly Shelter Phase 1 – Construction complete, fiber placement underway
- Both FOCUS Broadband and Pender County contributed $547,675 to the NC GREAT grant program which will allow FOCUS Broadband to serve an additional 1200 homes and businesses in Pender County with a fiber optic network

6.4 Proclamation Year of the Trail

Tourism Director Proctor stated during the Year of the Trail we will spotlight all of the wonderful trails in the County. Each month we will highlight a different trail. She read the proclamation for Year of the Trail.

7 PUBLIC COMMENT

7.1 Gary Helm, 455 Carl Meeks Road, Rocky Point, NC, stated he is here on behalf of some residents and property owners in the Carl Meeks Rocky Point area. There is currently a motor cross track operating there

without a Special Use Permit. They operate seven days a week. Residents are all aware. He said he has thirty names petitioning the County to enforce its ordinance. He has contacted ordinance enforcement department which has not done anything about it. He played an audio of motor track noise for the Board. Everyone is upset. We cannot ist outside during the week or on the weekends because of the noise. A neighbor has sold their home because they cannot stand it anymore. He wants to make the Board aware of this problem.
The packet they give out states it is an event site.

7.2 Johnathan Vaughan, 160 Fallbrook Court, Rocky Point, N.C. stated at the January 3, 2023 meeting, some lots from Kings Estate real estate auction. Some were passed to sale and some failed. He does not understand the approval process. If there was a minimum set, it should have been done before hand. He bid on some lots and it took two weeks to get my money back. He won three lots, one was denied and two were passed.

7.3 Sheriff Cutler announced the forming of a Sheriff's charity in the county. He introduced Cynthia Tart, a person that has been involved with this. Ms. Tart said she moved to Pender County two years ago and wanted to give back. Her husband and she attended the Citizens Academy and saw the great need for services and the volunteers and support for the Sheriff's office. We have people that want to help but do not know how and need a venue. She spoke with other counties that have a Sheriff's charitable foundation and modelled this program after those that worked the best. The Sheriff's Charitable Foundation Board is just beginning with a mission of serving the people of the county by building permanent charitable capital to support programs and provide services that enhance the quality of life for all of its citizens in the areas of school safety, community safety, technology and innovative programs. She introduced members of the board

.

7.4 Winifred Meiser stated she has lived in Hampstead for five years in the Belvedeer subdivision. The road through the main area has not been painted with a yellow stripe since they have been there. She was told it was the property of the County to maintain. It is a safety problem.

7.5 Richard Catley said he has lived here for 27 years. He is here to speak about the animal control ordinance. His wife was killed by neighboring dogs last December. In most of the state, animal control does not allow the chaining up of dogs which gives the dog a feeling of vulnerability and possibly makes them vicious. This is a problem throughout the south with pit bulls. Pender County's ordinances do allow chaining up of dogs. The animal ordinance needs to change.

7.6 Susan Mitchell said she lives on Aspen Road. The law says dogs need to be vaccinated by rabies and dogs that are chained up need to be monitored. This will help animal control when investigating complaints. She is a veterinarian, and she has seen the benefit of the elderly having animals. She hopes the Board votes to support our companion animals.

7.7 Kathy Ellison stated she is here tonight due to concerns for children in Pender County schools. During his campaign, Jimmy Tate, promised no CRT in schools. EDI is not about equality and heavily promotes LGBT. Mr. Tate promoted books at the last school board meeting. Since he does not have children, should he be the one pushing books?

Commissioner Tate stated he only went to a school board meeting to deliver a prayer.

7.8 A member in the audience requested to speak to the Board even though she did not sign up to speak.

Chair Newton asked the Board for a motion to allow the person to speak.

Moved by Jerry Groves, seconded by Fred McCoy

Motion to allow the person to speak.

	For	**Against**	**Abstained**	**Absent**
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Jimmy Tate	x			
	4	0	0	0

CARRIED.

7.9 Beth Butler, resident of Hampstead, said she is concerned about the lawsuit facing the County as a direct result of Commissioner Tate. He is specifically named in the lawsuit. Taxpayers should not be responsible for a lawsuit from commissioners. She questions his residency. He was renting a trailer during the election in a trailer park in Surf City which has been sold and marked for demolition. We are concerned where he lives, because no one in the district has seen or heard from him. Former Commissioner Williams moved out of Hampstead in 2022. She is concerned that he is still sitting on the Board and voting on Pender County issues when he lived in Onslow County. She is requesting an investigation.

7.10 Another person asked the Board to speak.

Chair Newton asked for a motion from the Board to allow the person to speak.

Motion - Commissioner Grove made a motion to allow the person to speak. There was no second to the motion.

8 CONSENT AGENDA

8.1 Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2022-2023: $1,137

8.2 Approval of Budget Amendment to Decrease Health Department Revenues and Expenditures for Fiscal Year 2022-2023: $678

8.3 Approval of BOA for Grant funding from NCEM for the 2023 PENSAR Swamp Stomp

8.4 Clerk to the Board appointment

Moved by Fred McCoy, seconded by Jerry Groves

Motion to approve the Consent Agenda as presented

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Jerry Groves	x			
Wendy Fletcher Hardee				x
	4	0	0	1

CARRIED.

9 APPROVALS AND RESOLUTIONS

9.1 Approve changes to Animal Control Ordinance

Health Director Carolyn Moser stated several years ago prior to Covid, our animal shelter committee worked with the Sheriff's Department about concerns from citizens about the tethering of animals for days without access to food and water and shelter. After consulting with other counties, we drafted the change to the animal control ordinance. Complaints will give us the change to investigate and use the changes in the ordinance to provide better protection for animals. Changes are that no one can keep a dog in or under a car, in a metal barrel in direct sunlight or in cardboard boxes or transport crate outside. Tethering

changes are there is adequate lead for the animal to reach water, food and shelter. The weight of the tether can weigh no more than 10% of the dog's weight. They can be no closer than three feet to another animal or neighboring property.
Commissioner McCoy said this has been a long time coming. He has problems with a dog being tied up. It makes them angry and possibly vicious. You did a good job on this.
Chair Newton congratulated the progress shown at the kennel for outside shelter. She has five dogs, four of which are rescues.
Commissioner Groves thanked Ms. Moser, Sheriff Cutler and Lieutenant Ramsey for all the hard work. I do foresee us going forward with more changes like this.

Moved by Jerry Groves, seconded by Fred McCoy

Motion to approve the amendments to the animal control ordinance as presented.

	For	**Against**	**Abstained**	**Absent**
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Jerry Groves	x			
Wendy Fletcher Hardee				x
	4	0	0	1

CARRIED.

9.2 Renewal of lease for 102 W. Fremont Street

Assistant Manager Vann requested the Board approval of renewal of the lease for where the Clerk of Court records are stored. He stated he and the manager are working on options for when this lease ends.

9.3 Resolution to Request Approval to issue Purchase Order for Cape Fear Engineering to conduct USDA Environmental Assessment and Geotechnical Engineering Services and to issue a purchase order for $55,100

Health Director Moser said as part of applying for funding we are required to have an Environmental Assessment.
Four bids were received, and the committee recommends Cape Fear Engineering as the vendor.

Chair Newton asked if Cape Fear was the highest bidder. Director Moser stated no, they were not the highest. Some of the other bids were piece meal and hard to determine the total cost. This was a request for qualifications and the vendors were not required to provide a cost estimate.

Chair Newton said over 50% of the cost of this building will be paid by the state, correct? Will the state pay a portion of the cost of this assessment.
Director Moser said yes. There are no County funds involved in this.

Commissioner Groves said there was a bid from a previous meeting in the range of $25,000.
Director Moser said it was not a complete bid and we questioned the fact that is was so low compared to others. USDA requires this.

Moved by Jimmy T Tate, seconded by Fred McCoy

Motion to award contract to Cape Fear Engineering as presented.

	For	**Against**	**Abstained**	**Absent**
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Jerry Groves	x			
Wendy Fletcher Hardee				x
	4	0	0	1

CARRIED.

9.4 Approval of Interlocal Agreement Regarding LCFWASA Raw Water Pipeline System Improvements

James Proctor, Utility Deputy Director, stated this was voted on in October 2022 to appropriate $1.5 million, the cost share for Pender County, for a line coming to us from Cape Fear Public Utility as a backup. The pipe has broken a few times. He is requesting final approval from the Board to move forward with signing the document. Funding will come from Utilities budget. Total cost is $11 million dollars divided among Pender, Cape Fear, businesses on US 421 based on water usage and a grant was also received.

Moved by Jimmy T Tate, seconded by Fred McCoy

Motion to approve final interlocal agreement as presented.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Jerry Groves	x			
Wendy Fletcher Hardee				x
	4	0	0	1

CARRIED.

10 APPOINTMENTS

10.1 Two applicants for appointment to Voluntary Agricultural District Board

Interim Clerk Avery asked the Board to appoint Jared Johnson and renew Gina Marasco's term on the Voluntary Agricultural Board.

Moved by Fred McCoy, seconded by Jimmy T Tate

Motion to renew Gina Marasco and appoint Jared Johnson to the Voluntary Agricultural Board.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Jerry Groves	x			
Wendy Fletcher Hardee				x
	4	0	0	1

CARRIED.

10.2 Renewal of four members of the Planning Board whose terms are expiring:

Interim Clerk Avery requested the Board renew the terms of Delva Jordan, Damien Buchanan, Jeffrey Pitts and Jeff Beaudoin on the Planning Board for another term.

Moved by Jimmy T Tate, seconded by Fred McCoy

Motion to renew four members on the Planning Board

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Jerry Groves	x			
Wendy Fletcher Hardee				x
	4	0	0	1

CARRIED.

10.3 Reappointment of two members of Board of Adjustment

Interim Clerk Avery requested the Board renew the terms of Max Kipfer as a regular member and Jeffrey Snyder as alternate to Board of Adjustment.

10.4 Appointment of Jerry Groves to serve on the Board of Equalization

Moved by Jimmy T Tate, seconded by Jerry Groves

Motion to appoint Jerry Groves to the Board of Equalization.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Jerry Groves	x			
Wendy Fletcher Hardee				x
	4	0	0	1

CARRIED.

10.5 Renewal of Tamara Savage's term on the Novant Health Pender Medical Center Board

Interim Clerk Avery requested the Board renew Tamara Savage's term on the Novant Health Pender Medical Center Board.
As there was not an application for Ms. Savage, consensus of the Board was to move this item to the February 6th meeting.

10.6 Appointment for Tourism Development Authority

Interim Clerk Avery requested the Board appoint Dara Cook to the Tourism Development Authority. Tourism Director Proctor said Ms. Cook has worked as a tourism professional in the rental aspect for the last seven years and she will be an excellent collector on the board.

Moved by Jerry Groves, seconded by Fred McCoy

Motion to appoint Dara Cook to the Tourism Development Board.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jimmy T Tate	x			
Jerry Groves	x			
Wendy Fletcher Hardee				x
	4	0	0	1

CARRIED.

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

11.1

Attorney Thurman stated the Board needed to go into closed session as per NCGS 143-318.11(3) consultation with attorney, (5) acquisition of property, and (6) personnel.

12 CLOSED SESSION

Moved by Fred McCoy, seconded by Jimmy Tate

Motion to go into closed session at 6:22 pm as per NCGS 143-318.11 (3) consultation with attorney, (5) acquisition of property and (6) personnel.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Jimmy Tate	x			
	4	0	0	0

CARRIED.

13 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

The Board returned to open session at 7:14 pm.

13.1 SUP 2022-40: Request for Special Use Permit Revocation

Chair Newton stated it is her understanding there is disagreement among the parties on how to proceed for the Special Use Request Permit Revocation 2022-40. She stated it is not the Board's place to involve themselves in these types of estate decisions by family members. Once the decision on how to proceed by family members and it is decided which family members have legal authority to speak on this matter, it will be more appropriate for the Board to be involved. She asked if anyone present was opposed to having this matter continued until the resolution of the principle participants.

Moved by Jerry Groves, seconded by Fred McCoy

Motion to table Special Use Permit Revocation application 2022-40 for further information.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Wendy Fletcher Hardee				x
Jerry Groves	x			
Jimmy Tate	x			
	4	0	0	1

CARRIED.

13.2 REZONE 2022-37: Zoning Map Amendment of Two Tracts in the Long Creek Township from GB, General Business, to RP, Residential Performance.

Attorney Thurman administered the oath to witnesses signed up to testify.
Chair Newton called the Public Hearing to order.

Planner Brantley stated Elloyd McIntire, applicant on behalf of Grand Oaks Development, is requesting approval of a Zoning Map Amendment to rezone two tracts totaling .97 acres of land from General Business to Residential Performance zoning district. The Property is located south of

Highway 210, approximately 60 feet southeast of the intersection of Pine village Drive and NC Highway 210 in Long creek Township.

Applicant McIntire stated it was originally zoned for office complex but as he is not going to build the complex now he wants to rezone it back to residential.

As no one wished to testify, Chair Newton closed the Public Hearing.

Discussion centered around setbacks, impact to traffic, compliance with future land use plan.

Moved by Jerry Groves, seconded by Jimmy Tate

Motion to approve Zoning Map Amendment 2022-37

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Jimmy Tate	x			
	4	0	0	0

CARRIED.

13.3 SUP 2022-37 - Special Use Permit request for the commercial storage of boats and watercraft outdoors in the Topsail Township.

Attorney Thurman administered the oath to those witnesses signed up to speak.
Chair Newton opened the Public Hearing at 7:27 pm.
Greg Feldman, Staff Planner, said the applicant Robert Batson is requesting approval of a Special Use Permit to allow the storage of boats and watercrafts outdoors. The property is located on Sloop Point Loop Road approximately 2,000 feet southeast of the intersection of Sloop Point Loop Road and US Highway 17 in the Topsail Township. The site is proposed to have twenty-four hour access with combination lock to the entrance. Zoning is General Business.
Public comments

1. Applicant Robert Batson stated he is trying to save the farm and wood land and be able to pay the taxes. He wants to run a trailer storage business for boats, not a dry stack.
2. George Marks, 109 Currant Lane, stated he moved to the location because it was quiet and a nice community. It has been

steadily growing and the traffic is a nightmare at Country Club Drive and Sloop Point with a lot of accidents. He has been in law enforcement for thirty years and this will drive crime to the facility and neighborhood as electronics on boats will be stolen.

3. Ellen Kugel, 105 Currant Lane, stated she received a letter and lives very close to this property. She is concerned about lighting, crime and traffic as new developments are coming to the area. She can sit on the porch and hear screeching brakes, and sirens from accidents. There are already cars coming from the ballfield on Saturdays and Sundays which is the same time people will go boating. She is concerned about amount of water usage and what it will do to the infrastructure and about what else this SUP will allow someone to do with the land.
4. David Key, 17 Indigo Court, said a number of concerns have been addressed. Trailers may not add a lot but if added on to everything else it will have impact. Does it have to be open twenty-four hours? My wife and I survived a multi-use path. You do not have to live close to be impacted. As a musician and therapist he is sensitive to noise. Has any consideration been given to flow of traffic during peak hours?

As no one else wished to testify, Chair Newton closed the Public Hearing.

Board members discussed how the ingress lined up with entrances to the park across the street, lighting for the facility, whether dry storage of boats would be allowed, whether this type of special use would bring more traffic or less than a different type of use, whether this type of use would bring crime to the area and buffering and fencing for the site.

Commissioner Groves said he has a conflict of interest as he and Mr. Marks retired from the Sheriff's office and asked to be recused.

Moved by Jerry Groves, seconded by Fred McCoy

Motion to recuse Commissioner Groves.

	For	**Against**	**Abstained**	**Absent**
Fred McCoy	x			
Jacqueline A. Newton	x			
Wendy Fletcher Hardee				x
Jerry Groves	x			
Jimmy Tate	x			
	4	0	0	1

CARRIED.

Moved by Jimmy Tate, seconded by Fred McCoy

Motion to deny Special Use Permit request from Mr. Robert Batson.

	For	**Against**	**Abstained**	**Absent**
Fred McCoy	x			
Jacqueline A. Newton		x		
Wendy Fletcher Hardee				x
Jerry Groves			x	
Jimmy Tate	x			
	2	1	1	1

CARRIED

13.6 SUP 2022-38: Request for Special Use Permit Revocation

Attorney Thurman gave the oath to those witnesses signed up to testify. Chair Newton opened the Public Hearing.

Planner Brantley stated the applicant Lewis Nunnelee is requesting revocation of a Special Use Permit (10987 and 10987R) to allow a shooting tower approved in 2013 for property he purchased. The tower has been removed, but the new owner does not want to continue that Special Use and a revocation by the Board is needed.

Mr. Nunnelee testified that he purchase the property for recreational use for his family. He wishes to add bedrooms to an existing cabin and cannot due to the Special Use for the shooting tower.

Mr. Robert Keenan, 211 E. Fremont Street, Burgaw, N.C. testified that he lives across the creek from this property and there have been times when stray bullets have come across his property and he has called the police to investigate. He stated he is very much in approval of removing the Special Use for a shooting tower.

As no one else wished to testify, Chair Newton closed the Public Hearing.

Moved by Fred McCoy, seconded by Jimmy Tate

Motion to approve revocation of Special Use Permit 2022-38.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Wendy Fletcher Hardee				x
Jerry Groves	x			
Jimmy Tate	x			
	4	0	0	1

CARRIED.

13.7 SUP 2022-39 - Request for Special Use Permit to allow for the development and operation of a church.

Attorney Thurman delivered the oath to everyone signed up to testify. Chair Newton called the Public Hearing to order.

Planner Feldman stated the applicant, Grace Community Church of Topsail, is seeking to obtain a Special Use Permit to construct a 10,000 square foot church with associated parking, landscaping and stormwater control measures. It would be located immediately north of South Topsail Elementary School. The proposed use is in compliance with the Land Use Plan.

Chair Newton asked if anyone signed up to testify was opposed to the Special Use Permit. As no one expressed opposition, Chair Newton closed the Public Hearing.

Discussion points were whether there is enough room to support parking, traffic impact, how much acreage would be cleared, buffering for neighboring properties.

Moved by Jimmy Tate, seconded by Fred McCoy

Motion to approve Special Use Permit application 2022-39

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

Jerry Groves	x			
Jimmy Tate	x			
	4	0	0	1

CARRIED.

14 ADJOURNMENT

Moved by Fred McCoy, seconded by Jerry Groves

Motion to adjourn.

	For	**Against**	**Abstained**	**Absent**
Fred McCoy	x			
Jacqueline A. Newton	x			
Wendy Fletcher Hardee				x
Jerry Groves	x			
Jimmy Tate	x			
	4	0	0	1

CARRIED.

MINUTES
Board of County Commissioners Meeting
Tuesday, February 21, 2023 4:00 PM
Pender County Public Assembly Room

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

MEMBERS ABSENT:

OTHERS PRESENT: David Andrews, County Manager
Trey Thurman, County Attorney
Nancy Avery, Interim Clerk to the Board
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

1 CALL TO ORDER

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 VACANT COMMISSIONER SEAT

4.1 Appointment of vacant Commissioner seat in District 1 and administration of Oath of Office

Chair Newton read the correspondence received from the Pender GOP dated February 15, 2023, regarding the District 1 commissioner vacancy:
"With the resignation of Dr. Jimmy Tate, the Pender County GOP Executive Committee has reached a recommendation for appointment to the vacant District 1 commissioner seat. We recommend appointing

Brad George to replace Dr. Jimmy Tate representing District 1. To avoid any delays in delays in current Commissioner matters, we strongly recommend moving forward and appointing Mr. George as County Commissioner to District 1 as quickly as this process allows".

Judge Kent Harrell administered the Oath of Office to Commissioner Brad George.

Moved by Fred McCoy, seconded by Wendy Hardee

Motion to appoint Brad George as Commissioner for District 1.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Hardee	x			
	4	0	0	0

CARRIED.

5 ADOPTION OF AGENDA

Moved by Fred McCoy, seconded by Wendy Hardee

Motion to adopt the agenda with one amendment - removal of item 8.1 from the Consent Agenda "Consideration of granting an easement to NCDOT for minor drainage infrastructure and roadway improvements" to the agenda for the March 13, 2023, meeting.

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

CARRIED.

6 PUBLIC INFORMATION

6.1 Presentation of the FY2022 Audit Report

Erica Brown, with Martin, Starnes and Associates CPAs, P.A. stated:

- We issued an unmodified audit opinion or a clean audit,
- There were no material or misleading statements,
- We performed a single audit performance testing four programs,
- A GASB 87 change was implemented regarding reporting of leases,
- The audit was approved by the Local Government Commission (LGC),
- General Fund revenue decreased by 2% or $1.8 million and expenditures increased by 8% or $10 million due to a large FEMA grant not repeated in 2022 and Covid salary revenue not reported in the second year,
- Fund balance increased 21% by $8.8 million. $4 million in proceeds from sale of surplus property including lots in Pender Commerce Park contributed to this,
- Available Fund Balance is $60,331,920 which increased by $12,458,539 from prior year 2021,
- County has about eight months of reserve on hand,
- LGC uses these percentages to compare with other counties. Average in the peer group is 39% and Pender is above the average,
- Enterprise Fund Resource recovery (landfill), the unrestricted net position (working capital) and cash flow for operations increased this year and overall net income increased in current year,
- Utilities fund (all utilities) unrestricted net position increased, cash flow from operations decreased, net income decreased due to water and water treatment plant,
- One key performance indicator was the audit was submitted five months after the deadline. This is our second year doing the audit and the audit the year before was late which impacted our audit. That 2020 audit was issued in August. Our audit was reported the end of January. We are catching up and your Finance Department has hired additional staff to assist.
- There was one statutory violation for budget. This is also a performance indicator. The Rescue District Fund was over budget due to year end accruals that the County could not predict and amend the budget for.
- There is a significant audit adjustment finding. It is a proposed correction that might not have been found without auditing procedures. There is a responsibility letter to the Board along with the Financial Statements that lists these adjustments. They are mainly related to receivables and grants, and leases.
- Positives are the General Fund available fund balance percentage is 69% as compared to peer group of 39%.
- Quick ratio enterprise is well above the 1% minimum.

- There is a stable property tax valuation and collection rate of 96.8 %.
- Tourism Development occupancy tax revenue increased by 34% due to increase in tourism and expenditures decreased 62% due to increase in marketing and advertising expenditures.
- Total fund balance has increased $41,989 over last two years.

6.2 Pender County Bicycle and Pedestrian Plan Update

Long Range Planner Greg Feldman gave an update on the ongoing Bicycle and Pedestrian Plan:

- In collaboration with the Wilmington Metropolitan Planning Organization (WMPO) a consultant is working on this plan in the southern portion of the County.
- It is a WMPO funded project.
- Goal is to understand challenges of bicycling and walking and to obtain input from citizens.
- Adoption goal is June 2023.
- Such a plan does not exist for the County, and it will open the door for future grants.
- There is a survey citizens can take to give their input.

Vice Chair Hardee and Chair Newton encouraged citizens to participate in the survey and give their input.

6.3 Project Manager Work Plan

Buddy Avery, project manager, stated he is a new project manager with the County and gave an overview of projects in the works:

<u>Parks</u>

- Penderlea Community Park - plans are underway for a picnic shelter and restroom.
- Central Pender Park - this is a new 58+ acre park to include restroom, picnic shelter, concession stand, playground, multipurpose fields, walking path, parking lot, lighting.
- Kiwanis Park Phase 4 - this will be 23.8 acres with restroom and picnic facilities, tennis courts, pickleball courts, basketball courts, multi-purpose fields, walking path, parking lot.
- Abbey Nature Preserve - this acreage was deeded to the county via Mungo Homes in coordination with its subdivison. The plan is for a parking lot, re-work of the trail head to the existing nature preserve, nature themed playground, and restroom and picnic facility.

<u>Other projects are:</u>

- Health and Human Services new facility
- Commerce Park Department of Transportation road ownership

- Potential property acquisitions

7 PUBLIC COMMENT

8 CONSENT AGENDA

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

Moved by Fred McCoy, seconded by Jerry Groves

Motion to approve the Consent Agenda

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

CARRIED.

9 APPROVALS AND RESOLUTIONS

9.1 Approval for a Purchase Order to Fairway Ford for a 2022 Ford Escape in the amount of $28,390.

Health Director Moser stated:
The Environmental Health staff for food and lodging inspections needs a replacement vehicle in the middle of the fiscal year. Only two bids were received. We used extra revenue accrued over the year and salary budgeted but not paid due to vacancies.

Moved by Brad George, seconded by Fred McCoy

Motion to approve purchase order to Fairway Ford for 2022 Ford Escape in amount of $28,390.

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

Brad George	x			
	5	0	0	0

CARRIED.

9.2 Approval of Purchase Order and Budget Amendment to Purchase a Truck Capable of Towing 19,200 Pounds for up to $95,000

Utilities Deputy Director Proctor requested approval for a purchase order up to $95,000 to purchase a truck capable of towing 19,200 pounds. The 1989 dump truck we had has broken down and cannot be fixed. We cannot get a state contract price now for this type of vehicle with the way the market is. There is a long wait for these types of vehicles. We are asking for up to
$95,000 to give us a chance to shop and buy when one is found.

Vice Chair Hardee stated this is a good price for this type of vehicle that will have multiple uses and we should move forward with the purchase.

Moved by Wendy Hardee, seconded by Brad George

Motion to approve purchase order and budget amendment to purchase a truck capable of towing 19,200 pounds up to $95,000.

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

CARRIED.

9.3 Approve Contract with Veolia/Utility Service Co. Inc. to Service PCU above ground water tanks and all associated maintenance for 10 year contract, and associated purchase order.

Deputy Utilities Director Proctor stated we have not had a contract in place in a few years for tank maintenance. We reached out to six companies and three responded. We recommend Veolia/Utility Service Co. Inc and are asking the Board for approval of the contract at a cost of $1.6 million over a 10-year period. This is a set number that doesn't vary.
Discussion:

Commissioner George asked if this will include additional new tanks and if so, will that cause a renegotiation of the contract?
Deputy Director Proctor answered we can add new tanks to this contract after the warranty period ends and it will not cause a renegotiation of the contract.

Chair Newton asked to what standard is the water held? Should there be issues with harmful chemicals, can your company clean the tank appropriately?

The representative from Veolia replied yes, we can clean the tanks of those kind of elements. We are regulated by state and federal agencies.

Commissioner Groves asked if the ten-year contract was to keep the price where it is?
Deputy Director Proctor said we did not want a contract for five years because it is easier for a vendor to push off maintenance and it never gets done. It is hard to do that over a ten year period.

9.4 Approval of Purchase Order Increase for Tire Recycling & Disposal Services with Central Carolina Holdings, LLC

Utilities Director Keel said the Board approved a purchase order for FY23 and new 5-year contract with Central Carolina Holdings, LLC on June 20, 2022. The new contract included a significant increase in freight charges due to fuel cost escalations and other related cost increases. As a result, staff was unable to accurately forecast our costs for tire disposal over the entire fiscal year. Now that we are beyond the half-way point of the year, we see that we will need additional funds for this service to complete the fiscal year. The original Purchase Order (PO) was approved for $110,000. Existing PO# 50 needs an additional $55,000 added to ensure that we can continue tire disposal services through the end of FY23. Currently budgeted funds are available to increase purchase order #50 from its original funding account (75-404500). Staff is requesting the Board approve an increase of $55,000 to purchase order #50 for tire disposal service.

Moved by Wendy Hardee, seconded by Fred McCoy

Motion to approve increase in Purchase Order in amount of $55,000 for tire recycling and disposal services with Central Carolina Holdings, LLC. as presented.

	For	Against	Abstained	Absent

Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

9.5 Approval of Budget Amendment and related transfers for the SCIF Grant Projects

Finance Director Blue stated the County received a State Construction and Infrastructure Fund (SCIF) Grant in the amount of $250,000.00 for courthouse renovations and repairs that was previously accepted and budgeted. In December, the contract for the related renovation and repair work was awarded. This agenda item is to review and approve the revisions of the budget and related transfers needed for final reporting for the Courthouse Renovation project to include the SCIF Grant, both for the Courthouse and for the Emergency Management portion - and note for the record that the Award made in December was to Newcomb & Company allocated to the following accounts in the following amounts: 60-407400-6503 $176,278.34 60-407400-6501 $ 44,736.66 $ 221,015.00. This is for accounting purposes only. She requests Board approval of the Budget Amendment and related transfers for the SCIF Grant Projects as presented.

Motion to approve Budget Amendment and related transfers for the SCIF grant projects as presented.

CARRIED.

9.6 Approval of Reimbursement Resolution, Capital Project Ordinance, Budget Amendment and related transfers for the DHHS Building Project

Health Department Director Moser said the Health and Human Services Building, to house Health and Social Services, is underway. The Request for Qualifications for this design-build project was previously awarded to Bobbitt Construction. After working with the Contractor and USDA, we are establishing this project budget and funding sources according to the attached Capital Project Ordinance, along with the initial transfer to fund the Architectural and Engineering Design work form the Health Department restricted portion of the General Fund Balance. The Reimbursement Resolution will allow the County to reimburse initial costs from related loan proceeds. We will also provide a

plan for this project to include timeline and milestone approval requirements. She requested Board approval of the Reimbursement Resolution, Capital Project Ordinance, Budget Amendment and related transfers.

Moved by Brad George, seconded by Wendy Hardee

Motion to approve Reimbursement Resolution, Capital Project Ordinance, Budget Amendment and related transfers as presented.

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

CARRIED.

9.7 Approval of Contract and Purchase order for FY2023 Audit to recommended firm - Martin Starnes & Associates, CPA, P.A.

Finance Director Blue said Finance put out a Request for Proposal (RFP) to audit firms that perform county audits. Staff recommended a very reputable firm in the North Carolina Governmental auditing industry - Martin Starnes & Associates, CPA, P.A. They perform almost a quarter of County audits in North Carolina and have a very respected reputation with the NC Local Government Commission. Since then, many of the firms that were performing this work have removed themselves from the pool of available governmental auditors. At a recent regional meeting of Finance personnel from surrounding local governments, one of the main topics of conversation was finding and keeping a good, qualified audit firm, mentioning Martin Starnes & Associates by name. We are pleased to continue our relationship with them per our initial RFP/Contract, appreciate their efforts in keeping things on track to complete the audit earlier than in many recent years, and look forward to more progress together in the future. This contract is for Martin Starnes & Associates, CPAs, P.A. to complete the FY2023 audit. This expense is budgeted annually in 660-404501. She requested approval of Contract and Purchase order for FY2023 Audit to recommended firm Martin Starnes & Associates.

Moved by Fred McCoy, seconded by Wendy Hardee

Motion to approve contract and purchase order for FY2023 audit to Martin Starnes and Associates as presented.

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

CARRIED.

10 APPOINTMENTS

10.1 Appointment to Nursing Adult Care Homes Board

Interim Clerk Avery requested the Board appoint Susan H. Williford to a new term on the Nursing/Adult Care Homes Board.

Moved by Jerry Groves, seconded by Wendy Hardee

Motion to appoint Susan H. Williford to the Nursing/Adult Care Homes Board.

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

CARRIED.

10.2 Appointments to Parks and Recreation Advisory Board

Interim Clerk Avery requested the Board appoint Tandra Shephard Henderson to a new term and re-appoint Brandi Odom to a second term to the Parks and Recreation Advisory Board.

Moved by Jerry Groves, seconded by Fred McCoy

Motion to appoint Tandra Shepherd Henderson to a three-year term as an at large member and re-appoint Brandi Odom to a three-year term as District 3 member on the Parks and Recreation Advisory Board.

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

CARRIED.

10.3 Appointments to Board of Equalization and Review

Interim Clerk Avery stated the Board of Equalization and Review has four vacancies. The main purpose of the Board is to hear taxpayer appeals. Applications received are:

1. Chip Garman - District 1 - new appointment
1. Kathleen Sumner - District 1 - new appointment
1. Larry Bolick lives -District 5 - new appointment
1. Leslie Green - District 5 - re-appointment for 2nd term

She requested appointment of Chip Garman, Kathleen Sumner and Larry Bolick and re-appointment of Leslie Green to the Board of Equalization.

Moved by Fred McCoy, seconded by Brad George

Motion to appoint Chip Garman, Kathleen Sumner, Larry Bolick, and Leslie Green to the Board of Equalization.

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

CARRIED.

11 BOARD OF HEALTH

11.1 2022 Annual Communicable Disease Report

Health Director Moser gave an update on the 2022 annual communicable disease report as follows:

- Salmonella -the Environmental Health staff stay in compliance with restaurants in the County and are on the road quite a bit.
- There has not been much change in the number of sexually transmitted diseases.
- Chlamydia is the new number one disease.
- There are no new cases of syphilis.
- There are two new cases of HIV.

12 ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGER, & COUNTY COMMISSIONERS

13 CLOSED SESSION (IF APPLICABLE).

Moved by Jerry Groves, seconded by Fred McCoy

Motion to go into closed session as per NCGS -143.318.11(3) attorney client and (5) land acquisition.

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

CARRIED.

14 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

14.1 REZONE 2022-39: Request to rezone one tract in the Topsail Township from the RA, Rural Agriculture to GB, General Business.

Planner Brantley stated the Michael Nadeau, applicant on behalf of Earl Brown, owner, is requesting the approval of a Zoning Map Amendment to rezone one tract totaling approximately 1.85 acres of land from Rural Agriculture zoning district to General Business. The property is located on the west side of Highway 17, approximately 540 feet from the intersection of Whitebridge Road and Highway 17 in the Topsail Township.

Attorney Thurman administered the oath to those wishing to testify.
Chair Newton opened the Public Hearing.

Michael Nadeau, with Creative Commercial Properties, representing the Browns testified that somehow this one single tract still remains as RA on the highway even after multiple rezonings in that area.

Chair Newton closed the Public Hearing as no one else wished to speak.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to rezone this property (case 2022-39) from Rural Agriculture to General Business.

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

CARRIED.

15 PUBLIC COMMENT

15.1 Michael Nadeau stated he is here to ask the Board's help for two County residents, the Taylor. They own a lot that adjoins at Hoover Road near the Hampstead Annex. This property has had two Highway 17 driveway accesses for years. Twenty years ago, DOT widened the intersection, and they lost the second driveway. Last year a traffic plan by DOT removed a connecting easement with another property.

16 CLOSED SESSION

Moved by Fred McCoy, seconded by Jerry Groves

Motion to go into closed session at 7:26 pm as per NCGS 143-318.11(3) attorney client and (5) land acquisition.

	For	Against	Abstained	Absent
Fred McCoy	x			

Jacqueline A. Newton	x			
Jerry Groves	x			
Brad George	x			
Wendy Fletcher-Hardee	x			
	5	0	0	0

CARRIED.

17 ADJOURNMENT

Moved by Fred McCoy, seconded by Jerry Groves

Motion to adjourn 9:10 pm

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

CARRIED.

ANNUAL RETREAT MEETING
MINUTE
Thursday, March 16, 2023 9:00 AM
Hampstead Annex

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

MEMBERS ABSENT:

OTHERS PRESENT: David Andrews, County Manager
Trey Thurman, County Attorney
Nancy Avery, Interim Clerk to the Board
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

1 Breakfast and open discussion
9:00 am - 9:30 am

2 Call to order and Adoption of Agenda
Chair Newton called the retreat to order at 9:30 am.

3 Presentation of County Finances and Debt Analysis
Davenport & Associates

3.1 Ted Cole, with Davenport and Associates presented the Utilities existing debt and financial overview with the following highlights:

- County is paying $1.8 million annually in existing debt for the Utilities Division
- Page 5 is important page in the booklet which is a summary of combined funds
- Operating revenue $10,961,335
- Capacity revenue $2,690,943
- Total revenue is $13,65,652,278

- Operating expenses are $7,102,410
- Debt revenue available for debt service is $6,549,868- this is after operating expenses,
- Debt service is $4,581,598
- County had $6,649,868 to pay debt
- Important to demonstrate there are more dollars available to pay debt than just debt service budgeted
- Surplus of $1.8 million in FY 2022
- Majority of debt is in low interest, long term USDA loans - currently in a high interest rate for loan environment
- No tax revenue to pledge for loan - depends on utility system reserves status
- **CAPITAL IMPROVEMENT PLAN**
- Total projects budgeted FY 2023 $28,730,466
- Over next five years, total expected projects to be funded is $101,248,100
- Sources of funding are system cash, ARPA funding, grants, ASADRA disaster relief loan/grant rom Hurricane Florence at 1.8 % interest with principle forgiveness
- LGC does not like you to borrow for engineering or planning needs
- FY 2024-2028 timeframe - need to decide what type of revenue we need to fund Capital projects
- Building into model base line growth assumption of 7% in revenues using historical data
- Reserves need to be at least 1.25 times debt service coverage
- Assuming 7 % natural revenue growth based on historical data - from current rates, fees and new customers
- No assumption for rate increase
- **GENERAL FUND PRESENTATION**
- County bond rating is Aa2 from Moody's, AA from S&P and two notches away from highest bond rating with Fitch
- FY 2022 revenues were $91,761,732 and expenditures were $79,499,832
- FY 2022 Fund balance - increased by $8,871,158
- Ending Fund Balance $68,436,099
- County Fund Balance policy is that unassigned Fund Balance is equal to at 20% of expenditures
- Unassigned Fund Balance is well above policy requirement
- Ten Year Tax Supported Debt Service of $94,453,452 payout ratio is 75.8%
- County policy establishes minimum 10 year payout ration of 55%
- Debt as percentage of tax base is .9%. County policy is maximum debt to assessed value of tax base of 2.50%.

- Existing Debt Service versus Expenditures for FY2023 is 9.3%. County policy is maximum Debt Service to Expenditures of 15%.
- County has good policies and is in compliance with all of them. There is room for additional debt and stay within compliance with policy.
- Existing debt 2022 - 2037: Schools $87,519,163; County $6,230,699; Debt Service $633,328; Housing $70,263 for total of $94,453,452
- Value of a penny FY 2024 budgeted figure $876,715 at an assumed growth rate of 1.0%.
- Upcoming projects: 1. FY 2024 estimated $28.4 million Human Services Building -eligible for reimbursement for DSS part of the building (state and federal); 2. FY 2025, estimated $44 million Law Enforcement Center/Jail Construction; $178 million school bond referendum -have seven years from the vote to issue the debt. Assumption is FY2025 $111,650,000; FY2027 $28,150,000; FY 2028 $38,200,000. Expect to issue via either bond issuance or USDA - slight difference in interest rate between 4 or 5 %. Bond payout by LGC is 20 years. USDA is 30 years. USDA over longer time will cost more in interest.
- Reviewed borrowing options. Total debt assumptions for both Human Services Building and LEC/Jail project issues $250,400,000 debt. In Capital Market at 20 Years at 5% assumes $385,355,000 total debt. USDA over 30 years at 4% interest assumes $401,465,310 total debt.

Board members discussed various funding options for the new Human Services Building, Law Enforcement Center/Jail Construction and new schools as well as how to fund future operating expenditure increases once facilities are constructed and in use. There was also discussion on how long Fund Balance could be used for expenditure increases before a tax increase was needed and whether that would allow additions to Fund Balance, the fact that taxpayers approved the school bond which means tax increase, and how low can a tax increase be and provide the necessary services.

4 Pender County Schools Update

Dr. Brad Breedlove & staff

4.1 Dr. Breedlove, Pender County School Superintendent and staff, gave a presentation to the board on expected growth in school with the following highlights:

- Current enrollment is 11,000. Averaging 5% increase in enrollment each year. During 202-2022 school year Pender

County saw 5.7% growth rate compared to -3.7% in New Hanover County.

- 87% of school age children in Pender County attend Pender County making it a school of choice over private or charter schools or home schooling.
- There are six schools over capacity.
- More than 50% of schools are over 20 years old with 8 of them are over 30 years old.
- Some needs of the school system are an increase in instructional support personnel for counselors and instructional assistants and for student support there is a need for socail workers and school psychologists.

Board members discussed collaboration ideas, funding availability including the recent opioid settlement, how best to fill the needs of the school system.

5 Review FY2024 to FY 2028 Capital Improvement Projects

5.1 Carolyn Moser, Wes Stewart, Bobbit Construction
Health and Human Services Building and the Animal Shelter

Health Department Director Moser, Social Services Director Stewart and staff gave a presentation to the Board with the following highlights:

- There is $5 million in escrow for the new Health and Human Services Building. This is from Medicaid revenue. Bobbitt Construction was awarded the design-build contract.
- Social Services will have about 65% of the building and will get 40% reimbursement every year to go towards the debt.

Bobbitt Construction reviewed the design of the new facility with the Board. Dental, child support payments and WIC areas will have separate entrances to reduce traffic and increase security in other areas of the building with fewer people coming in and trying to find services. Conference meeting space will be available for other departments to use also. There will be space for a family court courtroom to enable social workers to stay in there office and work until court rather than spending time at the courtroom waiting for their case to come up. Expect completion May of 2026. Proposed budget $24.6 to $28.4 million. Scope additions may need to be added for new Medicaid expansion for 10,000 square foot additional space, full building generator, low voltage conduit and cabling, security and furniture for a total increase in projected budget to $30.4 to $36.3 million.

Animal Shelter

Director Moser stated we have seven staff. We have a vet that comes once or twice a week. We spay and neuter the pets before they are released. The building is concrete built in 1996 with minimal heat and cooling. There are indoor kennels for vicious dogs. Total square footage is 3200.She recommends a new 13,000 square foot facility to meet projected needs through 2040 to be built on old landfill site. Current building is close to a creek and an antiquated septic system. Proposed budget for new site if $6.5 - $7.2 million. State animal inspector lets us get by.

5.2 Sheriff Allen Cutler, Mosely Architects regarding Law Enforcement Center and New Jail
Back Up Radio System to Benefit Multiple Departments

Sheriff Cutler gave a brief presentation to the Board and turned it over to Mr. Mace with Mosely Architects who stated:

- We did the needs assessment for the Health Department and the Sheriff's Department
- The new Law Enforcement Center and jail will have 96,000 square feet; a new sheriff's office, new 911 center, new detention center and 242 beds.
- The schematic design phase and design development phases are complete.
- The project was put on hold for a while and will restart in April 2023. Construction documents phase should be July 2023 with an agency review/approval in September 2023.
- We expect bidding award to be November 2023 and substantial completion in November 2025.
- Probable cost total is $47.9 million.

Withers and Ravenel representatives reviewed the design with the Board. There are concerns about water access from Town of Burgaw for required sprinkler system and capacity. The Sheriff has requested another road ingress and egress for storms and emergency situations that has not been cost out. We could include as a separate item during bid to give you the idea of cost. The design includes a row of inmate housing and a tiered housing area.

Backup radio system
Sheriff Cutler stated:

- This system would be a backup in case the Viper system were to go down and a system that other County departments could use year round.
- During Hurricane Florence, Viper system went down.
- EMS uses a VHF; Fire, Forestry, EM and FM use a VHF 155 radio; Law Enforcement uses a UHF radio channel

- This system would support a back up radio communication for all emergency services in the county, Available channels could be used for Utilities, Facilities and Parks and Recreation.
- This would allow us to reuse existing radios not in use
- Entire project cost is $369,884, less $80,000 in Sheriff's budget for a revised total of $289,884.
- Annual maintenance $15,000

5.3 Emergency Management Tommy Batson
New EOC
Logistics Warehouse
Mobile Command Unit

Emergency Manager Batson stated:

- Currently when we set up a command post, have to use old trailer and old truck plus a generator, and no restroom facilities when they deploy.
- Want the County to purchase Mobile Command Center for emergency situations.
- Replacement cost for current items we use, approximately $1 million.
- New Mobile Command Center would cost $1.7 million.
- Looking for grants for funding. Large scale events, we might get FEMA reimbursement.
- If deployed through the state, we could receive reimburse costs.
- It would be a critical unit to support special operations. It would be used jointly with the EMS and the Sheriff's Department.
- Requesting authorization to explore grant possibilities.

Emergency Operations Center
Emergency Manager Batson said five to ten years out he would like the County to build a new Emergency Operations Center because they have outgrown the current one. Preferably near the Law Enforcement Center. Currently, there are no restroom facilities not located in a secure area of the building.
He also has in his long range plan, a 40,000 square foot warehouse.

6 Adjournment

6.1 The meeting adjourned at 4:12 pm.

MINUTES
Annual Retreat Meeting
Friday, March 17, 2023 4:00 PM
Pender County Public Assembly Room

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

MEMBERS ABSENT: Wendy Fletcher-Hardee

OTHERS PRESENT: David Andrews, County Manager
Trey Thurman, County Attorney
Nancy Avery, Interim Clerk to the Board
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

1 CALL TO ORDER

Manager Andrews called the retreat to order at 9:31 am

Review FY 2024 thru FY 2028 CIP continued

1.1 **Public Utilities** - Kenny Keel

- RO Water Plant update
- Convenience Site(s) improvements
- Warehouse
- Meter Change Outs
- CFPUA Interconnection
- Maple Hill WWTP Upgrade
- Transfer Station Improvements

Reserve Osmosis Water Plant Update

- Currently under negotiations for potential RO plant site
- Due diligence will take approximately 6 months for environmental evaluations, 18 months for design and permitting, 24 months for construction
- Estimated date of operation is Spring 2027

- 3 million gallons per day, expandable to 5 MGD
- Estimated $80 million project
- $48.75 million in funding secured from NCDWI so far. $5 million is 'principal forgiveness" (grant). Remainder is 20 year loan at 0.18% interest.
- Continuing to seek more NCDWI funding, and will apply for USDA funding once site is confirmed and due diligence complete.

PCU Warehouse and Equipment Shelters

- Warehouse is needed to provide staging/storage area for pipes and other materials, office space and locker room for technicians

CFPUA US 421 Interconnection

- This is an interconnection with Cape Fear Public Utility Authority on US 421 to provide emergency water supply for both PCU and CFPUA
- Negotiations occurred in 2022 to allow us to serve commercial/industrial properties currently owned by the county, but located in New Hanover County as part of the Pender Commerce Park.
- Total budget for design FY 23 is $70,000
- Funding is from Water Revenues

Maple Hill Waste Water Treatment Plant (WWTP) upgrade

- The plant does not have office space or indoor plumbing
- It needs an area to perform lab tests, store supplies, office space for the Superintendent and restroom and shower facilities.
- An office trailer is planned to be purchased and installed in FY23
- We are currently performing an engineering study for possible future treatment upgrades. Construction anticipated for FY 25.
- Total estimated cost for the office facility only is $120,000
- Funding is from Water and Sewer revenues

Transfer Station Improvements

- The steel trash cute is rusting and torn
- The concrete floor has severe gouges of concrete missing and exposed resinforcing steel due to excessive loader bucket dragging and chipping
- A bumper will be installed on the bucket of the tractor to ensure chipping o longer ocurs
- These issues were identified in a 2021 Transfer Station Assessment Report, and are required to be addressed by the NC Division of Waste Management

Solid Waste Convenience Sites Improvements

- There are 12 convenience center sites in total: 6 are leased, 5 owned, and 1 with perpetual usage at no cost.

- Initial plans are to move Whitestocking, Willard, and Montague to existing county properties and upgrade Shiloh and Surf City in 2024.
- We are working with GFL to create agreement where they do the relocating and upgrading facilities work, with some minor support from PCU. GFL contract currently ends in June 2024, with a potential contract extension in exchange for the upgrade/relocation work.
- Maximum estimated direct costs of $100,000 to be funded with Solid Waste revenues

The Board discussed the process regarding tire recycling. The ordinance states commercial tire vendors can only dispose at Rocky Point and the Transfer Station. It does not address number of tires. Residents may dispose of 5 tires daily.

The GFL local manager said he worked with the former manager about upgrades to sites during contract renewal negotiation. This never did happen. It was roughly $1.4 million at the time and we requested an 8-year extension to the contract.

Meter Change-Outs

- Entire system meter change-outs would be done by contractor over 3 to 6 months
- Automatic meter-reading antennas would be installed to provide continuous reads, giving lots more information to customers and will reduce leaks.
- Meters need to be changed out due to age and related tuberculation of the meters (build up of iron, calcium, and other minerals) resulting in inaccurate reads.
- Currently reading of meters in personnel intensive and a safety concern.
- Total estimated cost is $9,000,000. Funding will either be USDA loan or cost-sharing agreement with contractor, payments extending over 10-20 years.

Chair Newton asked about the plan to extend water service to the western part of the county along the 421 corridor. Our residential population is not enough to get funding from USDA.

Director Keel said it is in his long range plans. We currently have water to Malpass Corner, but not sewer. Deputy Director Proctor said existing customers on 421 corridor have wells, so it will take new customers to fund this.

1.2 Facilities and Fleet Services - Jeremy Drummond

Director Drummond stated:

The fleet garage cannot meet current demands

- We are outsourcing about 20-25% of work that could be performed in house - FY22 repair and maintenance costs were $350,000.
- Large trucks will not fit inside the garage on the lift, so we cannot service them.
- Fleet is 300+ vehicles with 2 mechanics
- $70,000 savings if we did outsourced work inhouse.
- Facility is 15,000 square feet
- We need room to grow for 4-ton Sheriff vehicles, EOC Command Center vehicles, excavators, tractors, trailers and dump trucks
- Estimated cost for new facility $5.4 million.
- Biggest user is the Sheriff's department.

1.3 Libraries - Allen Phillips-Bell

Director Phillips-Bell stated:

There are two current libraries in the county: one in Hampstead which is 7800 square feet; and the main one in Burgaw at 13,000 square feet.

- He is proposing a new library in Hampstead of 14,000 square feet.
- Estimated cost for new facility in $8.1 million. Available funding and assets is $1.9 million. Net cost is $6.3 million.
- Hampstead does not have enough capacity to handle use. We get frequent requests for study rooms which we do not have.
- Funding sources so far are Topsail Township Friends of the Library $500,000; Edna Kellet bequest in capital reserve fund $159,643; Piedmont Natural Gas easement at existing Hampstead Library site, added to the capital reserve fund $26,840; Assessed value of property existing site $1.2 million.

Discussion centered around whether we would under build at 14,000 square feet and whether the Board had to approve the Request for Qualifications (RFQ) before it went out. Finance Director Blue said the RFQ can be issued without board approval as it would come to the board to approve the vendor. It was also discussed if it is better to expand existing building rather than sell the building and relocate. The project is not currently in the Capital Improvement Project list and this might be a good time to try a design and build.

1.4 Parks and Recreation - Zack White

Staff representative Zach Whitestated:

Central Pender Park Phase I project

- Was approved at the November 7, 2022, Board meeting.
- We were awarded $500,000 Parks and Recreation Trust Fund grant (PARTF).

- Expected completion by October 2025.
- Facility amenities are 4 multipurpose fields, playground, picnic shelter, restroom, concession stand and multi-use path.

Hampstead Kiwanis Park Phase 4 project

- Approved November 7, 2022.
- Awarded $500,000 PARTF grant.
- Expected completion October 2025.
- Amenities are 6 tennis courts, 4 pickleball courts, 2 basketball courts, 2 multi-purpose fields, picnic shelter/restroom, lawn game area and multi-use path extension.

Penderlea Community Park

- Picnic shelter/restroom is in the design/engineering phase and we have $100,000 in the project fund.
- Multi-use path was requested by the community and is in the five year Capital Improvement Plan.

Abbey Nature Preserve

- Budgeted $284,549 in FY 2023
- Funding is budgeted for parking lot relocation, playground, picnic shelter/restroom, etc.
- Waiting on land donation from Mungo Homes per lease agreement.

The Board discussed the best way to move forward with requests from Mungo Homes.

2 ADJOURNMENT

The retreat adjourned at 2:45 pm.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Jessica Hudson
DATE:	April 3, 2023
SUBJECT:	Approval of Tax Releases and Refunds

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

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

Pender County

Request For Board Action

DATE OF MEETING: April 3, 2023

REQUESTED BY: Jessica Hudson, Interim Tax Assessor, Tax Office

SHORT TITLE: Approval of Tax Releases and Refunds

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

RELEASES OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2022	BLADEN COUNTY TAX OFFICE	270511740	103.56	LSTING CRCT
2022	CAROLINA COASTAL RESTORATION & CLEANING	359694952	110.19	SITUS
2020	CAROLINA COASTAL RESTORATION & CLEANING	359820804	168.04	SITUS
2019	CAROLINA COASTAL RESTORATION & CLEANING	359820816	131.81	SITUS
2022	CRAWFORD-LEDBETTER INC	271695012	534.05	SOLD
2022	HARGIS, JAMIE LEIGH	271583988	333.92	SOLD
2022	KUPERUS LLC	270302727	629.34	SOLD
2021	MAVEN ADVANTAGE INC	270693339	145.81	SOLD
2021	MAVEN ADVANTAGE INC	270693369	162.08	SOLD
2021	MAVEN ADVANTAGE INC	270693333	269.19	SOLD
2021	MAVEN ADVANTAGE INC	270693345	153.81	SOLD
2022	STENDER, ALEC ARTHUR JOSEPH	270607551	151.01	MILTRY EXEMPT
2022	STRICKLAND, RYAN KEITH	271584213	320.67	MITLRY EXEMPT
2021	ULYATT, TONI RAE BEITO	270693336	110.72	SOLD
2018	WEHRI, CHRISTOPHER JAMES	270608235	296.74	MILTRY EXEMPT
TOTAL REFUNDS OVER $100			$3,620.94	

RELEASES UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2022	ANGELES, EDWARD C JR	271492011	17.61	SOLD
2021	BRIDGES, CHAD ALAN	269771238	62.01	DESTROYED
2022	BURNS, EDDIE RAY	271695363	13.03	SOLD
2020	CAROLINA COASTAL RESTORATION & CLEANING	359820828	95.83	SITUS
2021	CHAMBLEE, JOEL CHRISTOPHER	362835904	8.67	SITUS
2022	CLINE, SARA JORDAN	361300032	52.82	SITUS
2021	CRAIG, MARGARET BOST	271695255	64.11	DESTROYED
2021	ENGLISH, DONNA LEE	270776214	30.54	DESTROYED
2022	FRANK, PAUL JULIAN	362835892	28.54	SITUS
2020	GAULT, KATHRYN LYNEE	361546540	5.71	SITUS
2021	HARRIS, SANDRA KNOWLES	271159275	5.03	SOLD
2022	HINES, CHARNICE REAVES	270512160	25.38	ADSTD VALUE
2022	INTEGRATED PEST MANAGEMENT	270968329	85.95	SOLD
2021	JOHNSON, AUGUSTA HILL	270775755	10.06	SOLD
2021	JONES, SUMENTHIA BRYANT	272106021	6.59	SOLD
2022	KOWCHEFSKI, JOHN V JR	269771211	27.88	ADJSTD VALUE
2022	LEE, ELWOOD	361439824	56.84	SITUS
2021	OUTEN, JODY TILMAN	270511958	9.80	SOLD
2022	PHELPS, JAMES GREGORY	270975249	84.01	ADJSTD VALUE
2022	RIGGS, RONALD WILLIAM	360664860	16.65	SITUS
2022	SPERLING, ERIK	269771025	55.24	SOLD
2022	TAYLOR, WALTER EARL	271159599	21.36	DESTROYED
2022	WATKINS, JASON DAVID	270974874	72.34	ADJSTD VALUE
2020	WEHRI, CHRISTOPHER JAMES	270608250	9.17	MILTRY EXEMPT

TOTAL REFUNDS UNDER $100 $865.17

TOTAL OF ALL RELEASES NONE

TOTAL OF ALL REFUNDS $4,486.11

Pender County
Approval of Contract for Seven Oaks Management to go to Excel Property Management

TO:	Board of County Commissioners
FROM:	Sue Sava
DATE:	April 3, 2023
SUBJECT:	Approval of Contract for Seven Oaks Management to go to Excel Property Management

SUMMARY:
Currently, Pender County Housing Authority is responsible for 50% of the property management functions for Seven Oaks Apartments, and Excel Property Management does the other 50% behind the scenes (financial and compliance). The Pender County Housing Authority is also responsible for administering the Property's HAP Contract. The attached agreement is for an adjustment to that arrangement so that Excel Property Management will resume 100% of the management functions for Seven Oaks Apartments, as they have done in the past.

As previously discussed, this contract is for the Management functions of Seven Oaks Apartments to be 100% operated by Excel Property Management, and Pender County Housing Authority would only maintain the administration of the HAP Contract as required.

ACTION REQUESTED:
Approval of Contract for Seven Oaks Management to go to Excel Property Management

MANAGEMENT AGREEMENT
for
SEVEN OAKS OF PENDER LLC

This Management Agreement (this "Agreement") is to begin **1st day of May, 2023** between **SEVEN OAKS OF PENDER LLC** ("Owner") and **EXCEL PROPERTY MANAGEMENT, INC.** (the "Managing Agent").

1. Appointment and Acceptance. The Owner appoints the Managing Agent as exclusive agent for the management of the Property described in Section 2 of this Agreement, and the Managing Agent accepts the appointment, subject to the terms and conditions set forth in this Agreement.

2. Description of Property. The Property to be managed by the Managing Agent under this Agreement is a multi-family housing development consisting of the land, buildings and other improvements located in Burgaw, North Carolina. The Property is further described as follows:

   Name: Seven Oaks
   Location: 205 Progress Drive Burgaw, NC 28425
   Number of units: 40

3. Definitions. As used in this Agreement:

   a. "Catastrophic Event" shall mean a natural or man-made disaster that negatively affects the entire Property or multiple units and/or residents similarly and at the same time, or other occurrence which is outside the Principal Parties' control and significantly increases the management work and responsibilities of the Managing Agent, including but not limited to hurricane, tornado, fire, flood, earthquake, act of terrorism, widespread utility outage, national or state emergency, or pandemic.

   b. "Management Plan" is defined in Section 26.

   c. "Mortgage" is an instrument of agreement between the Owner, as mortgagor, and the Mortgagee, creating a lien on the Property as security for the payment of debt.

   d. "Mortgagee" means any holder of the mortgage.

   e. "Principal Parties' means the Owner and the Managing Agent.

4. Marketing. Available rental units will be marketed initially through the marketing plan outlined in the Management Plan, which is considered an attachment to this Agreement. The ongoing marketing will consist of continued communication with local service agencies, churches and businesses using brochures, signs, banners, advertisements, website, and referrals from other waiting lists. The extent that each is used will be dictated by response and utilized accordingly.

5. Resident Selection Objectives

The Managing Agent will endeavor to ensure that the selection process attracts high quality residents and eliminates partiality while achieving the goals and objectives of the Owner. Without limiting the generality of the foregoing, the Managing Agent will:

a. Create an orderly and efficient application procedure designed to ensure full and fair consideration of all applicants.
b. Implement procedures to screen all applicants fairly and equally to ensure the housing of quality residents.
c. Establish reasonable and equitable selection criteria with the goal of obtaining qualified applicants.
d. Implement procedures to determine that each applicant considered for residency meets the requirements of the Low-Income Housing Tax Credit (LIHTC) program.
e. As more fully provided in Sections 23 and 25 hereof, manage the tenant selection process and select tenants in compliance with all governmental laws, statutes, ordinances, rules and regulations including, without limitation, those related to equal housing opportunity.

Marketing expenses will be included in the annual operating budget and will be paid out of the Rental Agency Trust Account as Property expenses.

6. Leasing and Occupancy. The Managing Agent will offer for rent and will rent the dwelling units at the Property. Incident thereto, the following provisions will apply:

a. The Managing Agent will show the premises to prospective residents.

b. The Managing Agent will take and process applications for rentals. If an application is rejected, the applicant will be told the reason for rejection, and the rejected application, with reason for rejection noted thereon, will be kept on file for a period of one year, or such longer period as required under North Carolina law or by the North Carolina Housing Finance Agency. A current waiting list of prospective residents will be maintained.

c. The Managing Agent will prepare all Lease Agreements (a "Lease") on a standard form which has been approved by the Owner, and will execute same as Agent for the Owner.

d. The Owner will furnish the Managing Agent a rent schedule showing the rent structure for units and other charges for facilities and services. Owner will confirm, in writing, acceptance of the rent schedule. The Managing Agent will collect, deposit, and disburse security deposits in accordance with the terms of each resident's Lease. Security deposits will be for the agreed-upon amount between the Owner and Managing Agent, and will be deposited and maintained by the Managing Agent in an interest-bearing account separate from all other accounts and funds, with a bank or other financial institution which has been approved by the Owner. Any interest earned on this account will be transferred into the Rental Agency Trust Account.

7. Collection of Rents and Other Receipts. Owner grants Managing Agent the authority to collect when due all rents, charges, and other amounts receivable on the Owner's behalf in connection with the management and operation of the Property and deposit same into the Rental Agency Trust Account for the benefit of the Owner.

8. Establishing Trust Account(s) and Access to Trust Account(s). The Managing Agent will be responsible for and have full responsibility for establishing bank accounts, to comply with the State Real Estate Commission guidelines and laws. All bank accounts will be established as Trust Accounts, to include, but not be limited to, Rental Agency Trust Account, Security Deposit Trust Account, Replacement Reserve Trust Account, Tax and Insurance Trust Account, and Operating Reserve Trust Account. Through the use of signature cards, authorized representatives of the Managing Agent will be permitted access to any and all funds in the Trust Account(s).

9. Enforcement of Leases. The Managing Agent will use its best efforts to secure full compliance by each resident with the terms of such resident's Lease. Voluntary compliance will be emphasized. However, the Managing Agent may lawfully terminate any tenancy when, in the Managing Agent's judgment, sufficient cause (including but not limited to nonpayment of rent) for such termination exists under the terms of such Lease. For this purpose, the Managing Agent is authorized to consult with legal counsel to be designated by the Owner, to bring actions for eviction, and to execute notices to vacate and judicial pleadings incident to such actions; provided, however, the Managing Agent shall keep the Owner informed of such actions and follow such instructions as the Owner may prescribe for the conduct of such action. Subject to the Owner's approval, attorneys' fees and other necessary costs incurred in connection with such actions will be paid out of the Rental Agency Trust Account as Property expenses.

10. Maintenance and Repair. The Managing Agent will maintain the Property in good repair in accordance with local codes and in a condition at all times acceptable to the Owner, including, but not limited to, cleaning, painting, plumbing, heating and air conditioning, carpentry, electrical, grounds care, and such other maintenance and repair work as may, in the Managing Agent's reasonable discretion, be necessary, subject to any limitations imposed by the Owner in addition to those contained herein. Incident thereto, the following provisions will apply:

    a. Special attention will be given to preventive maintenance and, to the greatest extent feasible, the services of on-site maintenance employees will be utilized.

    b. Subject to the Owner's prior approval, the Managing Agent will contract with qualified independent contractors for the maintenance and repair of heating and air conditioning systems, for extraordinary repairs beyond the capability of on-site maintenance employees, and for any maintenance requiring a licensed contractor, unless on-site maintenance employees have the appropriate license.

    c. The Managing Agent will systematically and promptly receive and investigate all service requests from residents, take such action thereon as may be justified, and will keep records of same in a numerical work order system. Emergency requests will be received and serviced on a twenty-four (24) hour basis. Complaints of a serious nature

and repeated or continuous complaints of any nature will be reported to the Owner after investigation.

d. The Managing Agent is authorized to purchase all materials, equipment, tools, appliances, supplies and services necessary to facilitate proper maintenance and repair.

e. Notwithstanding any of the foregoing provisions, the prior approval of the Owner will be required for any expenditure which exceeds two thousand- five hundred dollars ($2,500) in any one instance for labor, materials or otherwise in connection with the maintenance and repair of the Property, except for recurring expenses within the limits of the operating budget, emergency repairs involving manifest danger to persons or property, and any expenditure required to avoid suspension of any necessary service to the Property. In the latter event, the Managing Agent will inform the Owner of the facts as promptly as possible.

11. Capital Expenditures. The Managing Agent will not make any capital expenditures without the Owner's prior written authorization or as allowed in approved budget.

12. Utilities and Services. In accordance with the operating budget, the Managing Agent will make arrangements for water, electricity, gas, trash disposal, lawn care and pest control and other needed reoccurring services . Subject to the Owner's prior approval, the Managing Agent will make such contracts as may be necessary to secure such utilities and services.

13. Employees. The Managing Agent will utilize a Property Manager and Maintenance Technician, as approved in the Property's operating budget. All on-site personnel will be employees of the Managing Agent, and will be hired, paid, supervised and discharged by the Managing Agent, subject to the following conditions:

a. The Property Manager and Maintenance Technician will have duties of the type usually associated with these positions. The Property Manager will be directly responsible to the Managing Agent's Asset Manager or other officer. The Maintenance Technician will be directly responsible to the Property Manager.

b. The compensation (including payroll related taxes, all benefits, etc.) of all on-site employees of the Property will be as agreed upon in the annual operating budget.

c. The Owner will reimburse or allow payment from funds advanced for operations to the Managing Agent for: (i) all costs associated with the hiring and employment of all on-site employees (including, without limitation, background checks and training) up to One Thousand Dollars ($1,000.00) per on-site employee, (ii) compensation (including payroll related taxes, benefits, etc.) payable to all on-site employees of the Property, for all local, state, and federal taxes and assessments (including, but, not limited to social security taxes, unemployment insurance, and worker's compensation insurance) incident to the employment of such personnel, and (iii) training and travel consistent with a budget previously approved by Owner. Such reimbursements will be paid out of the Rental Agency Trust Account, on a semimonthly basis, and will be treated as Property expenses.

d. The Managing Agent will provide Owner evidence of worker's compensation insurance and employer liability insurance in amounts deemed to be prudent and in compliance with applicable law.

e. All on-site personnel will be employees of the Managing Agent and will be paid and supervised by the Managing Agent. The Managing Agent, for the purposes of such employment, shall be an independent contractor and not an agent or employee of the Owner. The Managing Agent will comply with all federal laws and all laws of the applicable state relating to worker's compensation, employer's liability, income, social security, unemployment insurance and similar taxes, hours of labor, wages, working conditions, immigration and anti-discrimination. All on-site personnel will be hired and discharged by the Managing Agent and will be bonded or covered under Managing Agent's comprehensive crime insurance policy or other similar coverage.

14. Disbursements from the Rental Agency Trust Account.

a. From the funds collected and deposited by the Managing Agent in the Rental Agency Trust Account pursuant to Section 7 above, the Managing Agent will make the following disbursements promptly when due and payable:

i. Reimbursement to the Managing Agent for expenses of on-site personnel as set forth in Section 13.c.

ii. The single aggregate payment required to be made monthly to the Mortgagee by the Owner, including the amount due under the mortgage for principal amortization, interest, mortgage insurance premium, taxes and assessments, fire, and other hazard insurance premiums.

iii. Real and personal property ad valorem taxes.

iv. All sums otherwise due and payable by the Owner as expenses of the Property authorized to be incurred by the Managing Agent under the terms of this Agreement and shown on an approved budget, including compensation payable to the Managing Agent, pursuant to Section 27 below, for its services hereunder.

v. Monthly transfer into the Replacement Reserve and Tax and Insurance accounts.

b. Except for the disbursements mentioned in subsection 14 a. above, funds will be disbursed or transferred from the Rental Agency Trust Account only as the Owner may from time to time direct in writing.

c. In the event the balance in the Rental Agency Trust Account is at any time insufficient to pay disbursements due and payable under subsection a above, the Managing Agent will inform the Owner of that fact and, as long as the shortfalls are not caused by Managing Agent's gross negligence or willful misconduct, the Owner will remit to the Managing Agent, within 15 days of Owner's receipt of such notice, sufficient funds to cover the deficiency. In no event will the Managing Agent be required to use its own funds or comingle Managing Agents funds by deferring monthly management fee, reimbursing property payroll or other miscellaneous expense reimbursements

Managing Agent is due, to pay disbursements due and payable under subsection a. above.

d. Provided that sufficient funds are available in the Rental Agency Trust Account, all bills for expenses, taxes, mortgages, and assessments will be paid promptly so as to assure the Owner benefits from discounts and prevent assessment of late penalties.

15. Budgets. The annual operating budget for the Property will be approved by the Owner. Except as permitted under subsection 14.a above, annual disbursements for each type of operating expenses itemized in the budget will not exceed the amount authorized in the approved budget, except where operating expenses become increased as a proximate cause of a Catastrophic Event. The Managing Agent will prepare a proposed operating budget for each subsequent fiscal year during the term of this Agreement and will submit same to the Owner at least sixty (60) days before the beginning of the fiscal year. The Owner will promptly inform the Managing Agent of any requested changes to be incorporated in the approved budget. The Managing Agent will keep the Owner informed of any anticipated deviation from the receipts or disbursements stated in the approved budget.

16. Records and Reports. In addition to any other provisions of this Agreement, the Managing Agent will have the following responsibilities with respect to records and reports.

a. The Managing Agent will establish and maintain a comprehensive system of records, books, and accounts in a manner satisfactory to the Owner. All records, books, and accounts will be subject to examination at reasonable hours by any authorized representative of the Owner.

b. When required, the Managing Agent will have an audit of the financial records and books prepared by a Certified Public Accountant (CPA) or another person acceptable to the Owner. Compensation for the preparer's services will be paid from the Rental Agency Trust Account as an expense of the Property.

c. The Managing Agent will furnish reasonable and customary information as may be requested by the Owner, from time to time, with respect to the financial, physical, or operational condition of the Property.

d. On or around the fifteenth (20^{th}) day of each month, the Managing Agent will furnish the Owner with an itemized list of all delinquent accounts, a statement of receipts and disbursements during the previous month, and a schedule of accounts receivable and payable.

e. If the rental collections fall below operating expenses for a sustained period of sixty (60) days, the Managing Agent will immediately send written notification of same to the Owner.

f. Except as otherwise provided in this Agreement, all Managing Agent corporate office bookkeeping, clerical, and other management overhead expenses will be borne by the Managing Agent out of its own funds and will not be treated as Property expenses.

g. The Managing Agent will submit all other reasonable, normal and customary reports regarding operation of Property as required by the North Carolina Housing Finance

Agency ("NCHFA"), and, provided that Owner provides the Managing Agent the applicable reporting requirements, as required by Owner's Mortgagee and tax credit equity investor, provided, however, that if Owner's Mortgagee or tax credit equity investor requires a report that is different from reports required by NCHFA and such report not readily available from the software used by Managing Agent, Managing Agent shall not be required to produce such report unless Owner and Managing Agent agree, in writing, to the additional compensation to be paid to Managing Agent for producing such report .

17. Low Income Housing Tax Credit (LIHTC) Program. The Managing Agent acknowledges that the Property was developed under the Low-Income Housing Tax Credit (LIHTC) program of the Internal Revenue Code and regulations promulgated thereunder, including, without limitation, 26 CFR Sections 1-42-1 through 1-42-18, which permits the Owner to receive tax credits. The Managing Agent will take the necessary action to comply fully with the requirements and guidelines of the LIHTC program.

The Owner will notify the Managing Agent, in writing, of specific information regarding the LIHTC program to enable the Managing Agent to properly manage the Property. This information will include, as a minimum, the commitment letters(s), 8609 Low-Income Housing Credit Allocation Certificate(s), which should include the test chosen to qualify the Property, the year the tax credits were allocated, the final LIHTC application, Certificate of Occupancy(s), and documentation on commitments made to equity investors for initial lease up of the Property. The Owner will provide the Managing Agent copies of any correspondence relating to the North Carolina Housing Finance Agency (NCHFA), which monitors the LIHTC program on behalf of the IRS.

Compliance monitoring by the Managing Agent will include NCHFA's Rental Compliance Reporting System (RCRS or other system as designated by NCHFA) to update the database on all project and building information and unit activity. The database will be updated within thirty (30) days of any change in information. Maintenance of RCRS will be the responsibility of EPM's Compliance Department. The Managing Agent will prepare the Annual Owner's Certification and submit to the Owner for signature and submission to NCHFA in a timely manner. The Owner will forward an executed copy of the Annual Owner's Certification to the Managing Agent as supporting documentation. Owner acknowledges that Owner's failure to sign and timely submit the Annual Owner's Certification may result in a Form 8823 being sent to the IRS, which will reflect negatively on both the Owner and Managing Agent. Time is of the essence in submitting said Certification to NCHFA.

Owner shall also be responsible for submitting to NCHFA a copy of the IRS Form 8609(s), with completed and signed Part II and Schedule A filed with the IRS for the first year credits are claimed. A copy of the 8609(s) and Schedule A will be forwarded to the Managing Agent by the Owner.

So long as the Managing Agent is acting in accordance with LIHTC program requirements, as the same have been provided in writing by Owner to the Managing Agent, Owner shall bear all expenses of defending the Managing Agent, and shall otherwise indemnify and hold the Managing Agent harmless from and against any and all damages, claims,

judgments, liability and costs (including, without limitation, attorneys' fees) incurred by Managing Agent in connection with any threatened or filed litigation or other proceeding arising out of any claim made by an applicant or resident against Managing Agent for alleged discrimination in the processing of applications or certifications to comply with LIHTC program requirements.

In the event that the Managing Agent fails to comply in any material respect with LIHTC program requirements regarding tenant leasing requirements and recertification of incomes, which requirements have been provided in writing by Owner to the Managing Agent, the Managing Agent agrees to indemnify and hold Owner harmless from any and all damages, claims, judgments, liability and costs, including, but not limited to recaptured Tax Credits or loss based upon the Owner's failure to receive Tax Credits.

18. Fidelity Bond. The Managing Agent will furnish, at its own expense, a fidelity bond in a principal sum equal to at least three (3) months of the Projects gross cash flow and such bond shall be conditioned to protect the Owner against misappropriation of Project funds by the Managing Agent and its employees. The Owner shall provide a bond of the like kind to cover the on-site employees and it shall be treated as an operating expense of the Property.

19. Bids and Purchases, Discounts, Rebates or Commissions. The Owner and Managing Agent each agrees to use its best efforts to obtain contracts, materials, supplies and services at the lowest possible cost and on the terms most advantageous to the Property and to secure and credit to the Property all discounts, rebates or commissions obtainable with respect to purchases, service contracts and other transactions on behalf of the Property. The Owner and Managing Agent agree that goods and services purchased from individuals or companies having an identity-of-interest with the Owner or Managing Agent will be purchased at costs not in excess of those that would be incurred in making arms-length purchases on the open market.

The Managing Agent will solicit written cost estimates (i.e. bids) from at least three (3) contractors or suppliers for any work item which the Managing Agent estimates will cost $1,000 or more and for any contract or ongoing supply service arrangement which is estimated to exceed $1,000 annually.

The Managing Agent agrees to accept the bid which represents the lowest price, but taking into consideration the bidder's reputation for quality of workmanship or materials and timely performance, and the time frame within which the service or goods are needed. If, in the Managing Agent's professional opinion, circumstances warrant acceptance of a bid higher than the lowest bid, approval of the Owner will be obtained.

For any contract or ongoing supply or service arrangement obtainable for more than one source and estimated to cost less than $1,000, the Managing Agent will solicit verbal or written cost estimates as necessary to assure the Property is obtaining services, supplies and purchases at the lowest possible cost, taking into consideration the bidder's reputation for quality of workmanship or materials and timely performance, and the time frame within which the service or goods are needed. The Managing Agent will make a written record of any verbal estimate obtained. Copies of all required bids and documentation of all other

written or verbal cost comparisons made by the Managing Agent will be made part of the Property records and will be retained for three (3) years from the date the work was completed. This documentation will be subject to inspection by the Owner or his designee; and the Managing Agent agrees to submit such documentation upon request.

No contract for services or supplies will be for a period longer than one (1) year without the written approval of the Owner.

20. Site Management. The Property Manager will maintain a management office on-site and the Property will make no rental charge for this office. Office hours will be established based on the needs of the Property and to be convenient and accessible for residents and applicants.

21. Insurance. The Owner will inform the Managing Agent of insurance to be carried with respect to the Property and its operations, including a list of all entities, including Managing Agent, who should be named in the insurance policy as additional insured, loss payee, or mortgagee. If requested, the Managing Agent will cause such insurance to be placed and kept in effect at all times. The Managing Agent will pay premiums out of the Rental Agency Trust Account, and premiums will be treated as an operating expense. If Owner places insurance on the Property, Managing Agent will be provided an electronic copy of the policy and a Certificate of Insurance issued to all named entities, including Managing Agent. All insurance will be placed with such companies, on such conditions, in such amounts, and with such beneficial interest appearing thereon as is acceptable to the Owner. The Managing Agent will investigate and furnish the Owner with full reports as to all accidents, claims and potential claims for damage relating to the Property, and will cooperate with Owner's insurers in connection therewith.

22. Managing Agent's Insurance. In addition to the fidelity bond required by Section 18, the Managing Agent shall obtain and keep in full force and effect (i) commercial liability insurance, (ii) workers compensation insurance, and (iii) automobile liability insurance, all in amounts in accordance with the insurance requirements.

23. Compliance with Law. The Managing Agent will take such action as may be necessary to assure full compliance with federal, state and municipal laws, ordinances, regulations and orders relative to the leasing, use, operation, repair and maintenance of the Property and with the rules, regulations or orders of the local building inspector, fire department, or other similar body. The Managing Agent will promptly remedy any violation of such law, ordinance, regulations, or order which comes to its attention, all at Owner's expense.

    Nevertheless, the Managing Agent will take no such action as long as the Owner is contesting, or has affirmed its intention to contest, any such order or requirement. The Managing Agent will notify the Owner, in writing and within seventy-two (72) hours from the time of receipt, of all notices or such orders or other requirements.

24. Compliance with Mortgage. The Managing Agent will be responsible for operation of the Property in compliance with all terms and conditions in any mortgage, deed of trust or

other security instrument, and regulatory agreements affecting the Property and of which Managing Agent has knowledge.

25. Nondiscrimination. In the performance of its obligations under this Agreement, the Managing Agent will comply with the provisions of any federal, state, or local law prohibiting discrimination in housing on the grounds of race, color, religion, sex, age, creed, national origin, marital status or handicap, including Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat, 241), Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973 and the Federal Fair Housing Act of 1988.

26. Management Plan. The Managing Agent will prepare a "Management Plan" providing a comprehensive and detailed description of the policies and procedures to be followed in the management of the Property. In many of its provisions, this Agreement briefly defines the nature of the Managing Agent's obligations, with the intention that reference be made to the Management Plan for more detailed policies and procedures. Accordingly, the Owner and Managing Agent will comply with all applicable provisions of the Management Plan, regardless of whether specific reference is made thereto in any particular provision of this Agreement. Such Management Plan will follow required guidelines establish by NCHFA.

27. Managing Agent's Compensation. The Managing Agent will be compensated for its services under this Agreement by monthly fees, earned for the previous month, to be paid out of the Rental Agency Trust Account and treated as Property expenses. Such fees will be payable on the first day of each month. Managing Agent's compensation shall include:

a. Rental Management Fee
Rental management fee equal to $48 per unit. Upon confirming the monthly gross rent potential, the per unit amount will be converted to a percentage. The percentage will be calculated on all gross receipts of the Property; gross receipts to exclude condemnation, insurance loss proceeds, refundable rental deposits from tenants, real estate tax refunds and/or proceeds from the sale or refinancing of the property (i.e., any non-recurring income not attributable to operational income) . The rental management fee will be paid on a monthly basis, based on the gross receipts collected from the prior month.

c. Bookkeeping Fee.

Bookkeeping fee equal to $8.00 per unit, per month, paid on a monthly basis. The bookkeeping fee will commence the first month after the property bank account has been opened.

d. NCHFA Upload Fee. Upload fee equal to $400 annually for uploading the annual financial audit and desk audit to NCHFA through their RCRS system. This fee will be in April of each year.

e. Services Not Covered by Base Management Fee. The following services are not included as part of the base Rental Management Fee above, and shall be subject to the fee schedules as set forth herein:

- Capital projects in excess of $25,000: Managing Agent shall be paid five percent (5%) of the total contract cost if overseeing the improvement;
- Insurance claims in excess of $50,000: Managing Agent shall be paid two percent (2%) of the total claim, if overseeing the claim resolution;
- Due Diligence Fee for additional responsibilities related to the sale of a property, including but not limited to ongoing management fee until final closing of all books and records, will be negotiated separately by the Principal Parties, successors, or assignees prior to beginning Due Diligence period;
- Travel Expenses above and beyond normal, routine visits for property management in order to oversee Capital Projects and Insurance Claims shall be subject to then-prevailing federal government standard mileage rate.

28. Catastrophic Event. The Principal Parties agree that the occurrence of a Catastrophic Event is one beyond the control of either Party and will negatively affect or impair the Property, multiple residents, and the services to be performed by Managing Agent as contemplated herein. Managing Agent will comply with all federal, state, and local directives related to a Catastrophic Event, and will use its best efforts to follow governmental guidelines, recommendations, or protocols regarding same. During and following the occurrence of a Catastrophic Event and its aftermath, Managing Agent cannot guarantee that: operating expenses will be within the approved operating budget; site or corporate staff will be on-site; business will not be disrupted; or that the management office at the Property will be open or staffed or available to residents during business hours. The Principal Parties shall reasonably communicate and collaborate in the management of the Property with respect to a Catastrophic Event, and Owner shall advance or reimburse Managing Agent with necessary funds and resources, or otherwise contract or authorize contracts with vendors to comply with all federal, state, and local requirements related to the Catastrophic Event, and necessary repairs respecting the habitability of the Property for residential tenancy.

29. Indemnification. Owner shall indemnify and hold the Managing Agent harmless to the extent allowable by law from any and all costs, expenses, attorney's fees, suits, liabilities, damages, or claims for damages, including but not limited to those arising out of, or in any way related to mold, any environmental hazard, or any condition related to local or state habitability or minimum housing laws including but not limited to N.C. Gen. Stat. § 42-42, and to whomsoever belonging, including Owner, in any way related to the management of the Property by Managing Agent or by the performance or exercise of any duty, obligation, or authority set forth in this Agreement, or as may subsequently be granted to Managing Agent, or arising out of a tenant's breach of any lease for the Property, except to the extent that such may be the result of gross negligence or willful or intentional misconduct by Managing Agent.

Owner will include, at Owner's cost, the Managing Agent as a named insured on the Property's general liability insurance policy. Except as set forth in this Section and

elsewhere in this Agreement, the Owner will indemnify and hold the Managing Agent harmless against any and all claims made against Managing Agent arising out of the management of the Property.

30. Terms of Agreement. This Agreement will be in effect for a period of twenty-four (24) months, beginning on **May 01, 2023** and ending **April 30, 2025**, continuing thereafter on a month-to-month basis subject; however, to the following conditions:

    a. In the event a petition in bankruptcy is filed by or against either of Owner or the Managing Agent, or in the event either makes an assignment for the benefit of creditors, or an action is filed alleging the insolvency of either, the other party may terminate this Agreement immediately by written notice to the other.

    b. This Agreement is subject to termination by the Owner, for cause, upon thirty (30) days written notice to the Managing Agent. As used herein, "cause" shall mean that Management Agent or any of its employees embezzles or otherwise illegally diverts funds or any material breach or noncompliance with the terms and conditions of this Agreement by Managing Agent.

    c. Either Owner or the Management Agent may terminate this Agreement for any reason upon sixty (60) days written notice to the other party.

31. Obligations upon Termination. Upon termination of this Agreement, for whatever reason, each party will promptly pay to the other, as soon as same is determinable after the effective date of termination, any amount then due to other party under the terms of this Agreement, and, upon such payment(s), neither party shall have any further claim or right against the other, except as expressly provided hereinafter.

    Upon any termination of this Agreement, Managing Agent will, not later than the effective date of termination, deliver to the Owner, as requested by Owner, the original of all Leases, tenant files, and insurance policies, and copies of all books, permits, plans, records, licenses, contract and other documents pertaining to the Property and its operation, all bills of sale or other documents evidencing title or rights of Owner, and any and all records or documents, whether or not enumerated herein, which are necessary or desirable for the ownership and operation of the Property. Managing Agent will assign all unexpired service and supply contracts not in the Owner's name to the Owner or parties designated by the Owner. All personal property of the Owner, whether on the Property or elsewhere, will be delivered intact to the Owner or its representative. The Rental Agency Trust Account provided for in Paragraph 6 hereof will be transferred as directed by the Owner upon final reconciliation of the accounts. The Managing Agent further agrees to do all other things reasonably necessary to cause an orderly transition of the management of the Property without detriment to the rights of the Owner or to the continued management of the Property. The Managing Agent shall be entitled to make and retain copies of any and all documents delivered by the Managing Agent pursuant to this Section 31.

32. Assignment. The Owner will have the right at any time, in its sole discretion, to assign its rights and obligations hereunder to a third party, provided that any such third party enters into a written agreement assuming Owner's obligations hereunder. Managing Agent will

not assign its rights and duties hereunder without the prior written consent of the Owner and any such assignment without the Owner's prior consent will be void and of no effect.

33. Interpretative Provisions. This Agreement shall be governed by and enforced in accordance with the laws of the United States of America and the State in which the Property is located, and the sole and exclusive jurisdiction and venue for any action arising from or related this Agreement shall be the state court located in the County in which the Property is located, and no such action commenced in such court shall be removed to federal court. This Agreement constitutes the entire agreement between the Owner and Managing Agent with respect to the management and operation of the Property, and no modification or change shall be valid, unless made by a written agreement executed by both Owner and the Managing Agent. Captions are inserted only for the purpose of convenient reference, and in no way define, limit or describe the scope of this Agreement or any part hereof. Any reference herein to the singular shall include the plural, and any reference to neuter and any gender shall include the neuter and both genders. Whenever a date or time period specified herein shall fall on a weekend or legal holiday, the date shall be extended to the next business day. Notwithstanding the presumption of law whereby an ambiguity or conflict in provisions shall be construed against the drafter, the Principal Parties hereto hereby agree that although one Principal Party may have generated this Agreement, both Principal Parties have been afforded the opportunity to consult with counsel of its own choosing and each has participated in the drafting of this Agreement. Therefore, such presumption shall not be applied if any provision or term of this Agreement requires judicial interpretation

34. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or void, such provision shall be deemed severable from the remaining provisions of the Contract and shall not be deemed to nullify or affect any other provision hereof. If any such provision is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any item, term or provision contained in this Agreement is determined to be in conflict with any applicable federal, state or local laws, this Agreement shall be interpreted in accordance with applicable federal, state or local laws, and shall in all other respects be interpreted as written.

35. Waiver. The failure of either Principal Party or its assignee or successor to insist in any one or more instances upon the strict and complete performance of any of the covenants, agreements and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition or a waiver the right of such Party to require such performance or to exercise such right or privilege for the same or other breach. No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the Party making the waiver.

36. Agreement Documents. This Agreement consists of the following components:

    A. This instrument, dated February 21, 2023.

B. The Management Plan.

37. Execution; Counterparts. This Agreement has been executed in multiple components, as enumerated in Section 35. This Agreement may be executed in any number of counterparts, each of which will constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any of the other components.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the Principal Parties by their duly authorized officers have executed this Agreement on the date first above written.

SEVEN OAKS OF PENDER, LLC,
a North Carolina limited liability company

By: PENDER COUNTY HOUSING AUTHORITY
Managing Partner of Ownership

BY: _____
TITLE: _____

WITNESS: _____

AGENT: Excel Property Management, Inc.
A North Carolina Corporation

BY: _____

TITLE: PRESIDENT

DATE: _____

WITNESS: _____

Pender County
Appointment of Michael Carlisle & Joseph Hedricks to the Pender EMS & Fire, Inc to the Relief Fund Board of Trustees

TO:	Board of County Commissioners
FROM:	Everett Baysden
DATE:	April 3, 2023
SUBJECT:	Appointment of Michael Carlisle & Joseph Hedricks to the Pender EMS & Fire, Inc to the Relief Fund Board of Trustees

SUMMARY:
Local Relief Fund Board (LRFB) consisting of five members (GS 58-84-30): two members serving at the pleasure of the fire department elected by the membership who are qualified as beneficiaries of the fund; two of whom shall be elected or appointed by the County Commissioners to serve at their pleasure; and one appointed by the Commissioner of Insurance. Michael Carlisle & Joseph Hendrick wish to serve on the Pender EMS & Fire Relief Fund Board.

ACTION REQUESTED:
Appointment of Michael Carlisle & Joseph Hedricks to the Pender EMS & Fire, Inc to the Relief Fund Board of Trustees

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	April 3, 2023
SUBJECT:	Approval of Award to L.R. Thomas & Sons for WTP HSPS construction project, Budget Ordinance Amendment, Associated Purchase Order, and Reimbursement Resolution

SUMMARY:
The Surface Water Plant High Service Pump Station Upgrade project construction was bid on March 7, 2023 with 3 bidders as detailed in the attached recommendation of award letter from CDM Smith. L.R. Thomas & Sons of New Bern was the lowest bidder and is recommended for award.

This project will add another high service pump at the water plant. The high service pumps are used to send treated drinking water from the plant into the distribution system. The addition of this pump will enable the plant to be up-rated by NCDEQ/DWR-Public Water Supply Section from its current 2 MGD (million gallons per day) rating to 4 MGD. During high water demand days, our current 2 MGD rating has already been reached, thus driving the need for this upgrade. In addition to the pump, significant electrical panels and a plant shutdown are included to complete the work.

Initial funding for this project was from utility enterprise fund water operations revenues. Due to the bids being over the allotted funding, additional funds are needed from the utility enterprise fund balance in the amount of $384,320. Also, while we currently do not anticipate seeking outside funding for this project, our financial advisors recommend adopting the attached reimbursement resolution to give us flexibility in that regard.

ACTION REQUESTED:
Approve Resolution of Award to L.R. Thomas & Sons for the Water Plant HSPS construction project for $769,320, Budget Ordinance Amendment, Associated Purchase Order, and Reimbursement Resolution

ATTACHMENTS:

Resolution of Award
Bid recommendation letter from CDM Smith
Budget Ordinance Amendment
Reimbursement Resolution
Agreement & LR Thomas bid (to be signed after contractor execution of agreement docs)

RESOLUTION OF AWARD BY THE PENDER COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Board of Commissioners of Pender County, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the Surface Water Treatment Plant High Service Pump Station Upgrades project, and

WHEREAS, CDM Smith Consulting Engineers have reviewed the bids; and

WHEREAS, L. R. Thomas & Sons was the lowest bidder for the Surface Water Treatment Plant High Service Pump Station Upgrades project, in the total bid amount of $769,320, and

WHEREAS, the Consulting Engineers recommend **AWARD** to the lowest bidder.

NOW, THERE FORE, BE IT RESOLVED that AWARD is made to the lowest bidder in the Total Bid Amount of $769,320.

Name of Contractor	**Amount**
1. L. R. Thomas & Sons	$769,320

Upon motion of _____, seconded by_____, the above **RESOLUTION** was adopted by a majority affirmative vote.

Adopted this the 3rd day of April 2023 at Pender County Administration Building, Board Meeting Room, Burgaw, North Carolina.

_____
Jacqueline Newton
Chair, Pender County Board of Commissioners

Attest:

_____
Nancy Avery
Interim Clerk

5400 Glenwood Avenue, Suite 400
Raleigh, North Carolina 27612
tel: 919 325-3500
fax: 919 781-5730

March 10, 2023

Kenny P. Keel, PE, Director
Pender County Utilities
605 E. Fremont St.
Burgaw, NC 28425

Subject: Pender County Utilities
421 Surface Water Treatment Plant HSPS Upgrades
Engineer's Recommendation of Award

Dear Mr. Keel:

On March 7, 2023, following the advertisement for the 421 Surface Water Treatment Plant High Service Pump Station (HSPS) Upgrades Project, three bids were received by Pender County Utilities. CDM Smith has reviewed these bids and has prepared the enclosed certified bid tabulation for your reference. The Bidders are listed in the bid tabulation based on the low bidder first.

The three bidders on the project are as follows:

Bidder	**Total Base Bid Price**
L.R. Thomas & Sons (New Bern, NC)	$769,320.00
A.C. Schultes of Carolina (Rocky Point, NC)	$787,307.00
The Harper Corporation (Greenville, SC)	$955,000.00

All three bidders acknowledged the receipt of Addendum No. 1 and No. 2. Bid Bonds, Non-Collusive Affidavits, and List of Subcontractors were provided with all three bids.

Based on the information stated above, CDM Smith recommends that Pender County Utilities award a construction contract in the amount of $769,320.00 to L.R. Thomas & Sons for the referenced project.

Should you have any questions about this information, please do not hesitate to contact us.

WATER + ENVIRONMENT + TRANSPORTATION + ENERGY + FACILITIES

Very truly yours,

Charles R. McCall

Chuck McCall
CDM Smith

cc: James Proctor, Pender County Utilities
Tom Hedrick, Pender County Utilities
Jonathan Treadway, CDM Smith
Greg Roy, CDM Smith

Pender County Utilities
421 Surface Water Treatment Plant HSPS Upgrades
Bid Results - March 7, 2023 - 10:00 AM

Bid Item	Description	L.R. Thomas & Sons	A. C. Schultes of Carolina	The Harper Corporation
1	LUMP SUM BID PRICE	$769,320.00	$787,307.00	$955,000.00
GRAND TOTAL BASE BID PRICE		$769,320.00	$787,307.00	$955,000.00

The bids tabulated herein were publicly opened and read aloud at 10:00 am on the 7th day of March, 2023 in the Conference Room in the Pender County Utilities offices in Burgaw, NC and all said bids were accompanied by either a certified check or bidder's bond.

I hereby certify that this bid tabulation was prepared by me or under my supervision.

Charles R. McCall

Charles R. McCall, P.E.
CDM Smith Inc.



03/10/23

Monday, March 20, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 72 - ROCKY POINT TOPSAIL W&S

Division, Program, Project, etc. Surface WTP High Service Pump Upgrade Project

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	069-399000	Water Unappropriated Fund Balance	384320
2	68-399072-6964	Transfer from Fund 72	384320
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	68-407460-6964	Construction	384320
2	069-409068	Transfer to Fund 68	384320
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 768640

Total Expenditures 768640

Budget Amendment Balances when Zero. 0

Prepared By: Kenny Keel

Email kkeel@pendercountync.gov

Reimbursement Resolution for Surface Water Treatment Plant High Service Pump Station Upgrade Project -- authorizing the County to reimburse itself for Project expenditures from later financing proceeds

WHEREAS --

The County intends to undertake a Project (as described below), use its own funds to pay initial Project construction costs, and then possibly reimburse itself from financing proceeds for these expenditures. The Manager has advised the Board that it should adopt this resolution to document the County's plans for reimbursement, in order to comply with certain federal tax rules relating to reimbursement from financing proceeds.

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

1. The Project is construction of County water system improvements, including the construction of a new high service pump, and associated electrical and miscellaneous improvements.

2. The County intends to advance funds for initial Project construction costs, and then reimburse itself from financing proceeds as needed. The expected maximum amount of loans, grants, or other obligations to be issued or contracted for the Project (including allowances for reserves and financing costs) is approximately $970,320. The type of financing for the Project (which is subject to change) is anticipated to be utility enterprise fund revenues, and other sources. These funding sources may be extended in the name of Pender County, Pender County Utilities, Rocky Point Topsail Water and Sewer District, and/or Scott's Hill Water and Sewer District.

3. Funds for the Project construction expenditures may come from the County's utility enterprise fund, or any other fund or account recommended by the Finance Officer.

4. The County intends for the adoption of this resolution to be a declaration of its official intent to reimburse itself from financing proceeds for Project cost expenditures, but the adoption of this resolution does not obligate the County to undertake any financing.

* * * * * * * * * * * * * * * * *

I certify as follows: that the foregoing resolution was properly adopted at a meeting of the Board of Commissioners of Pender County, North Carolina; that this meeting was properly called and held on _April 3_, 2023; that a quorum was present and acting throughout this meeting; and that this resolution has not been modified or amended and remains in full effect as of today.

Dated this ___3rd___ day of __April__, 2023.

[SEAL]

_____
Clerk, Board of Commissioners
Pender County, North Carolina

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All Rights Reserved

SECTION 005214.16 - AGREEMENT

Pender County Utilities

421 Surface Water Treatment Plant
High Service Pump Station Upgrades

THIS AGREEMENT made as of the _____ day of _____ in the year 20__ by and

between _____Pender County, North Carolina_____

acting through its _____Utilities Department_____

hereinafter called OWNER and _____

with legal address and principal place of business at _____
_____ hereinafter called CONTRACTOR. OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 CONTRACTOR shall perform the Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 011000.

ARTICLE 2. ENGINEER

2.1 The Project has been designed by CDM Smith 5400 Glenwood Ave., Suite 400, Raleigh, NC 27612 who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

2.2 CDM Smith has been selected by OWNER to act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Contract Time shall be 365 Calendar Days from the date of Notice to Proceed.

3.2 CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the _____dollars agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the Conditions of the Contract. Applications for Payment will be processed by ENGINEER as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 15.01. of the Conditions of the Contract.

6.2 Prior to Substantial Completion, progress payments will be in an amount equal to 95percent of the value of the Work completed and 95 percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less, in each case, the aggregate of payments previously made.

6.3 Upon Substantial Completion, OWNER will pay an amount sufficient to increase total payments to CONTRACTOR to 99 percent of the Contract Price, less retainages as ENGINEER shall determine, in accordance with Paragraph 15.01. of the Conditions of the Contract.

6.4 Upon final inspection and acceptance of the Work, in accordance with Paragraph 15.06. of the Conditions of the Contract, OWNER will pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER $500 per day for each calendar day of delay until all the Work is complete.

7.2 Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Paragraph 4.05. of the General Conditions.

7.3 Provided, further, that CONTRACTOR shall furnish OWNER the required notification of such delays in accordance with Paragraph 11.06. of the General Conditions.

ARTICLE 8. ASSURANCE

8.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which

were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in Article 5 of the Supplementary Conditions.

8.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in the above paragraph as CONTRACTOR deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.6 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS

9.1 The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:
9.1.1 Invitation To Bid.
9.1.2 Instructions To Bidders.
9.1.3 Bid Form.
9.1.4 This Agreement.
9.1.5 Performance Bond, EJCDC Document C-610, 2013 edition, Payment Bond, EJCDC Document C-615, 2013 edition, and other required Bonds.
9.1.6 General Conditions, EJCDC Document No. C-700, 2013 edition.
9.1.7 Supplementary Conditions Parts I and II.
9.1.8 Specifications (as listed in Table of Contents).
9.1.9 Drawings, numbered [_____] through [_____], inclusive and dated [_____].
9.1.10 Addenda numbers _____ to _____, inclusive.
9.1.11 Any modification, including Change Orders, duly delivered after execution of Agreement.

ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in Article 1 of the Conditions of the Contract shall have the meanings assigned in the Conditions of the Contract.

10.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. In case CONTRACTOR assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to CONTRACTOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

10.3 OWNER and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a Modification.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Four copies each have been delivered to OWNER and one copy each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on _____, 20__.

CONTRACTOR	OWNER
_____	_____
BY	BY
_____	_____
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest	Attest
_____	_____
Address for giving notices	Address for giving notices
_____	_____
_____	_____

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

END OF DOCUMENT 005214.16

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SECTION 003000.2 - BID FORM

PROJECT IDENTIFICATION:
421 Surface Water Treatment Plant
High Service Pump Station Upgrades
Pender County, North Carolina

THIS BID SUBMITTED BY

Name:	L.R Thomas & Sons, Inc.
Address:	1316-B Commerce Drive
	New Bern, NC 28562
Date of Bid:	March 7, 2023

THIS BID IS SUBMITTED TO:
Pender County Utilities
c/o Kenneth Keel, PE
605 East Fremont Street
Burgaw, North Carolina 28425

A. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with OWNER in the form included in the Contract Documents to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

B. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including, without limitation, those dealing with the disposition of payment and performance bonds, and insurance certificates. This bid will remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within ten (10) days after the date of receipt by the BIDDER.

C. In submitting this Bid, Bidder represents, as more fully set forth in the Contract, that:

1. BIDDER has examined copies of all the Contract Documents and of the following addenda, receipt of all which is acknowledged on the bid summary page:

2. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress of performance of the work and has made such independent investigations as BIDDER deems necessary.

3. BIDDER acknowledges that OWNER and DESIGN ENGINEER do not assume responsibility for the accuracy of dimensions or completeness of information and data shown or indicated in the Bidding Documents with respect to existing facilities.

4. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site of the Work (expect underground facilities) and all drawings of physical conditions in or relating to existing surface or subsurface structures, pipelines, and utilities at or contiguous to the site are provided within these Contract Documents. BIDDER acknowledges that the OWNER and DESIGN ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site of Work. BIDDER had obtained and carefully studied (or assumes responsibility for have done

so) all such additional or supplementary examinations investigations, explorations, tests, studies, and data that are necessary to identify and understand conditions (surface, subsurface, and underground facilities) at or contiguous to the site of Work or otherwise which may affect cost, progress, performance, or furnishing the Work or which relate to any aspect of means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. BIDDER waives all rights to claim that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the proper submission of the Bid for the performance and furnishing of the Work in accordance with the Contract Time, Contract Price, and other terms and conditions of the Contract Documents.

5. BIDDER hereby certifies that, if awarded the Contract for construction of the Project, he will take all possible actions to minimize costs to the OWNER which are related to any disruptions in any part of the Work resulting from unforeseeable conditions which may be encountered and work changes or additions which may be made.

6. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, exploration, tests, studies, and data with the Contract Documents.

7. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by DESIGN ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

8. By bidding in response to this invitation, the BIDDER represents that in the preparation and submission of this Bid, said BIDDER did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1).

9. Bid form must be completed in blue or black ink or by typewriter. The Bid price of each item on the form must be stated in both words and numerals. In case of a conflict, words shall take precedence. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

10. BIDDER understands that the award of contract will be made to the qualified, responsible and responsive Bidder with the lowest cost for the Base Bid plus or minus the Alternate Bid Item, if the alternate is selected by the Owner.

11. BIDDER understands that quantities are estimated and are not guaranteed; they are solely for comparing Bids and establishing the total Bid amount. The Contract Price will be modified by Change Order, and final payment will be based on the quantities of work actually furnished and installed by the successful BIDDER.

12. BIDDER shall complete the Work for the prices indicated on the following pages.

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BASE BID

Base Bid for Single Prime Construction of the High Service Pump Station Upgrades, complete as indicated on the Drawings and as specified and including all work.

ITEM DESCRIPTION

1. High Service Pump Station Upgrades including all work on the contract plans and specifications.

   Lump Sum Bid Price Seven hundred sixty nine, Three hundred Twenty Dollars and N/100 ($ 769,320.00)
   (use words) (numerals)

~~**Grand Total Base Bid Price (Total of Items 1 through 2)**~~

~~$_____~~
~~(numerals)~~

~~In words,~~

~~_____~~

~~_____~~

The BIDDER has received, acknowledged, and used the following addenda in completing the Bid. (Initial and Date as appropriate).

Addendum No. 1	3/6/2023	Dated	2/28/23
Addendum No. 2	3/6/2023	Dated	3/3/23
Addendum No. 3		Dated	
Addendum No. 4		Dated	
Addendum No. 5		Dated	

The undersigned BIDDER certifies that they are licensed as a Contractor under the provisions of the Act of North Carolina Legislature, Session 1952 as amended regulating the practice of General Contracting, and that their license number is 2710 (License Number).

The undersigned BIDDER hereby agrees to accept an award of the Contract based on the Total Contract Amount as accepted by the OWNER and as indicated on the Notice of Award.

D. BIDDER agrees that Work shall be completed within the time frame indicated in the Agreement as follow:

   a. All work described herein to be substantially complete (Substantial Completion) within 330 days from the date of Notice to Proceed. All work described herein to be complete (Final Completion), including restoration and all punchlist items within 365 calendar days from the date of Notice to Proceed.

b. The BIDDER acknowledges that time is of the essence in this Contract and that the OWNER will suffer financial loss if the Work is not complete within the time specified in Paragraph D. a and D. b above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. BIDDER also recognizes the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not complete on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER $1,000.00 per calendar day for each day that expires after the time specified in Paragraph D. a, plus any proper time extension, until the Work is finally complete.

E. The following documents are attached to and made part of this bid:

a. Required Bid Security in the form of either a cashier's check or certified check or Bid Bond in the amount of 5% of maximum Bid price.
b. All forms appended to this Bid Form, completed with requested information and supplemental information if required.
c. A photo copy of the Contractor's License.

F. Communications concerning this Bid shall be addressed to:
(CONTRACTOR's Name, Address and Telephone Number, email address)
John G Thomas Jr.
1316-B Commerce Drive, New Bern, NC 28562
252-671-3166
JohnJr@LRThomasAndSons.com

G. The terms used in this Bid which are defined in the General and Supplementary Conditions of the Contract Documents have the meanings assigned to them therein, which are incorporated by reference as if fully set forth herein.

H. An individual contractor is required to furnish his social security number and sole proprietorship, partnership and corporation are required to furnish their employer identification numbers to the Public Works Commission. Please indicate this information on this Bid Form as follows:

Social Security Number: _____

Federal Employer Identification Number: 56-1757260

SUBMITTED ON March ,7, 20 23.

AN INDIVIDUAL

BY _____ (SEAL)
(Individual's Name and Signature)

Doing Business as: _____

North Carolina Contractor Registration Number: _____

Business Address: _____

_____

Phone Number: _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

A PARTNERSHIP

BY _____ (SEAL)
(Firm Name)

_____
(General Partner and Signature)

North Carolina Contractor Registration Number: _____

Business Address: _____

_____

Phone Number: _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

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A CORPORATION

BY L.R. Thomas & Sons Inc. (SEAL)
(Corporation Name)
North Carolina
(State of Incorporation)
BY John G. Thomas, Sr., President
(Name and Title of Person Authorized to Sign and Signature)

(Corporate Seal)

ATTEST: Lisa D. Thomas, Secretary
(Secretary or Assistant Secretary and Signature)

North Carolina Contractor Registration Number: 2710

Business Address: 1316-B Commerce Drive. New Bern, NC 28562

Phone Number: 252-288-4967

Subscribed and sworn to before me this 6th day of March 2023.

NOTARY PUBLIC

LISA D THOMAS Notary Public Craven County NORTH CAROLINA

My Commission Expires: 2-24-2024

A JOINT VENTURE

BY
(Name and Signature)
North Carolina Contractor Registration Number:

Business Address:

Phone Number:

BY
(Name and Signature)
North Carolina Contractor Registration Number:

Business Address:

Phone Number:

Subscribed and sworn to before me this _____ day of _____ 20____.

NOTARY PUBLIC

My Commission Expires:_____

(Each joint venturer must sign. The name of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

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List of Subcontractors

In compliance with the Instructions to Bidders and the Supplementary Conditions, the undersigned submits the following names of Subcontractors to be used in performing the Work.

The Bidder certifies that all Subcontractors listed are eligible to perform the Work and that all Subcontractors performing more than five percent of the work are listed. Subcontractors must be listed for the trades of General Construction, Electrical, and Instrumentation.

Subcontractor's Work	Subcontractor's Name
Electrician	Wilson Rhodes Electrical Contractors Inc.
SCADA	Piedmont Automation
The RB Group Inc.	Underground Utilities

NOTE: This form shall be submitted with Bid.

Bidder's Signature

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BID BOND

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General Statutes.

This Bond is Executed on March 7, 20 23.

The name of the PRINCIPAL is L.R. Thomas & Sons, Inc.

1316-B Commerce Dr., New Bern, NC 28562

The name of the SURETY is Westfield Insurance Company

P. O. Box 5001, Westfield Center, OH 44251-5001

Pender County Utilities is the OWNER

The amount of the Bond is Five Percent of Amount Bid

(Dollars) ($ 5% of Bid)

KNOW ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

421 SURFACE WATER TREATMENT PLANT
HIGH SERVICE PUMP STATION UPGRADES

NOW, THEREFORE

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein state.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by any extension of time within the OWNER may accept such Bid; and said surety does hereby waive notice of any such extension.

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IN WITNESS WHEREOF, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

Liga D. Thomas
(Principal Secretary)
(SEAL)

L.R. Thomas & Sons, Inc.
Principal

BY: John G. Thomas, Sr., President (3)

1316-B Commerce Dr.
(Address)
New Bern, NC 28562

Liga D. Thomas
Witness as to Principal

1316-B Commerce Dr.
(Address)

New Bern, NC 28562

Westfield Insurance Company
Surety

P. O. Box 5001, Westfield Center, OH 44251-5001
(Address)

Brett Branton, Attorney-in-Fact

ATTEST:

N.C. Resident Agent Tyler Turnbull
(SEAL)

Michele Miller
Witness as to Surety Michele Miller

11405 N. Community House Rd., Suite 280
(Address)

Charlotte, NC 28277

(1) Correct name of contractor
(2) A Corporation, a Partnership or an Individual, as the case may be
(3) If contractor is a Partnership, all partners should execute bond

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/21/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **3211032 05**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
TYLER TURNBULL, SCOTT PELIN, MATTHEW ROSE, DELLA CASE, BEVERLY IVEY, BRETT BRANTON, JOINTLY OR SEVERALLY

of **CHARLOTTE** and State of **NC** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**- - - -

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BID BOND

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General Statutes.

This Bond is Executed on _____, 20_____.

The name of the PRINCIPAL is _____

_____

The name of the SURETY is _____

_____

Pender County Utilities is the OWNER

The amount of the Bond is _____

_____ (Dollars) ($_____)

KNOW ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

421 SURFACE WATER TREATMENT PLANT
HIGH SERVICE PUMP STATION UPGRADES

NOW, THEREFORE

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein state.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by any extension of time within the OWNER may accept such Bid; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

_____ _____
(Principal Secretary) Principal
(SEAL)

BY: _____(3)

_____
(Address)
_____

_____ _____
Witness as to Principal Surety

_____ _____
(Address) (Address)

_____ _____

ATTEST:

_____
N.C. Resident Agent
(SEAL)

_____
Witness as to Surety

_____
(Address)

_____

(1) Correct name of contractor
(2) A Corporation, a Partnership or an Individual, as the case may be
(3) If contractor is a Partnership, all partners should execute bond

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POWER OF ATTORNEY
(Attach)

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CONTRACTOR'S CERTIFICATES
AFFIDAVIT OF ORGANIZATION AND AUTHORITY
SWORN STATEMENT

STATE OF North Carolina)

COUNTY OF Craven)

John G. Thomas Sr. being the first duly sworn on oath deposes and says that the Bidder on the attached Bid Form is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

1. CORPORATION
The bidder is a corporation organized and existing under the laws of the State of North Carolina and its President is John G. Thomas Sr., and its Secretary is Lisa D. Thomas, and does have a corporate seal. The President is authorized to sign construction Contract and Bids for the company by action of its Board of Directors taken 11/21/1991, a certified copy of which is hereto attached.

2. PARTNERSHIP
The Bidder is a Partnership consisting of _____ and _____, partners doing business under the name of _____.

3. SOLE TRADER
The Bidder is an individual and if operating under a trade name, such trade name is as follows:
_____

4. ADDRESS
The business address of the Bidder is as follows:
1316-B Commerce Drive
New Bern, NC 28562

Its phone number is 252-288-4967.

L.R. Thomas & Sons, Inc.
Bidder

By: John G. Thomas Sr. President

Subscribed and sworn before me this 6th day of March, 2023.

Lisa D. Thomas
Notary Public

County Craven

My Commission Expires: 2-24-2024

LISA D THOMAS
Notary Public
Craven
County
NORTH CAROLINA

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EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous of the nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract understanding, a notice to be provided, advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Section of this Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further OWNER Contracts.

e. The Contractor will include the provisions of the section in every subcontract or purchase order unless exempted by rules, regulations or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

(Use the following form for signatures by a CORPORATION):

L.R. Thomas & Sons, Inc.
Corporate Name

ATTEST: _____ BY: _____
(Assistant) Secretary Vice-President

(CORPORATE SEAL)

(Use the following form for signatures by an INDIVIDUAL):

BY: _____(Seal)

WITNESS:

_____

(THE ACKNOWLEDGEMENT OF THE ABOVE SIGNATURE MUST BE NOTARIZED USING THE FORM ON THE FOLLOWING PAGE)

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ACKNOWLEDGEMENT

(See the following form for acknowledgment signature by a Corporation):

NORTH CAROLINA (Enter correct State and County if different than shown)

Craven COUNTY

I, Christopher L. Howe, A Notary Public in and for the aforesaid State and County, certify that Lisa D. Thomas personally appeared before me this day and acknowledged that he is (Asst.) Secretary of L.R. Thomas & Sons Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President, sealed with its corporate seal, and attested by himself as its (Asst.) Secretary.

WITNESS my hand and notarial seal this March day of 6, 2023.

Christopher L. Howe
Notary Public

My commission expires November 6 2027.
(SEAL)

CHRISTOPHER L HOWE Notary Public Craven County NORTH CAROLINA

(Use the following form for acknowledgement signature by a partnership or an individual.)

NORTH CAROLINA (Enter correct State and County if different than shown)

_____ COUNTY

I, the undersigned Notary Public, do hereby certify that _____, personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this _____ day of _____, 20_____.

_____
Notary Public

My commission expires _____
(SEAL)

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NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto named, their agents, employees or servants will not discriminate in any manner on the basis of age, handicap, race, color, creed, sexual orientation or national origin with reference to the subject matter of this Contract, no matter how remote.

This provision being incorporated for the benefit of Pender County and its residents may be enforced as set out in said ordinances, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by reference to the subject matter of this Contract.

(Use the following form for signatures by a CORPORATION):

L.R. Thomas & Sons, Inc.
Corporate Name

ATTEST: Lisa D. Thomas
(Assistant) Secretary

BY: _____
~~(Vice)~~ President

Lisa D. Thomas
(Printed Name)

John G. Thomas, Sr.
(Printed Name)

(Corporate Seal)

(Use the following form for signatures by an INDIVIDUAL)

BY: _____

_____
(Printed Name)

WITNESS:

_____

_____
(Printed Name)

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CERTIFICATION REGARDING DEBARMENT,
PROPOSED DEBARMENT, AND OTHER MATTERS
(This certification must be completed with respect to any offer with a value of $100,000 or more.)

1. The offeror certifies, to the best of its knowledge and belief, that it or any of its principals:

   a. Are ___ are not ✓, presently debarred or proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency;

   b. Have___ have not ✓, within the 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local_ contract or subcontract; violation of federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

   c. Are ___ are not ✓ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) above;

   d. Have ___ have not ✓ within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in conjunction with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

   e. Are ___ are not ✓ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (d) above.

2. The offeror has ___ has not ✓, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.

3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and other persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

4. The offeror must provide immediate written notice to the OWNER if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18 U.S.C.

6. The certification in e.1 and e.2 of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to Pender County, the OWNER may terminate the contract resulting from this solicitation for default.

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(Use the following form for signatures by a CORPORATION):

L.R. Thomas & Sons, Inc.
Corporate Name

ATTEST:

Lisa D. Thomas
~~(Assistant)~~ Secretary

BY:
~~(Vice)~~ President

Lisa D. Thomas
(Printed Name)

John G. Thomas, Sr.
(Printed Name)

(Corporate Seal)

(Use the following form for signatures by an INDIVIDUAL)

BY:_____

_____
(Printed Name)

WITNESS:

_____

_____
(Printed Name)

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NON-COLLUSIVE AFFIDAVIT

State of North Carolina)

County of Craven)

John G. Thomas, Sr. Being first duly sworn, deposes and says that:

(1) He is the President of
(Owner, Partner, Officer, Representative or Agent)
L.R. Thomas & Sons, Inc. The BIDDER that has submitted the attached BID;

(2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such Bid;

(3) Such BID is genuine and is not a collusive or sham BID;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to fix the price or prices in the attached BID or of any other BIDDER, or to fix any overhead, profit, cost elements of the BID price or the BID price of any other BIDDER, or secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Pender County, or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

BY: _____

ITS President
(Title)

Subscribed and sworn before me this 6th day of March 2023.

Lisa D. Thomas My Commission expires 2-24-2024.
(Notary Public)

END OF SECTION

LISA D THOMAS
Notary Public
Craven
County
NORTH CAROLINA

Expiration Date
12/31/2023

License No.
2710

North Carolina

Licensing Board for General Contractors

This is to Certify That:

L.R. Thomas & Sons, Inc.

New Bern, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Unclassified

until

December 31, 2023

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2023

This certificate may not be altered.

LICENSING BOARD FOR GENERAL CONTRACTORS * NORTH CAROLINA * MAY 20. 1775

Lisa Piercy
Chairman

C. Frank Wiesner
Secretary-Treasurer

BY-LAWS
of
L.R. Thomas & Sons, Inc.

ARTICLE I.

Offices

Section 1. Principal office: The principal office of the corporation shall be located at 1916 S. Glenburnie Rd., New Bern, N.C. 28563, Craven County County, North Carolina.

Section 2. Registered office: The registered office of the corporation required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office.

Section 3. Other offices: The corporation may have offices at such other places, either within or without the State of North Carolina, as the Board of Directors may designate or as the affairs of the corporation may require from time to time.

ARTICLE II.
Meetings of Shareholders

Section 1. Place of meetings: All meetings of shareholders shall be held at the principal office of the corporation, or at such other place, either within or without the State of North Carolina, as shall be designated on the notice of the meeting or agreed upon by a majority of the shareholders entitled to vote thereat.

Section 2. Annual meetings: The annual meeting of shareholders shall be held at 7:30 o'clock, P.M., on the First monday in February of each year for the purpose of electing directors of the corporation and for the transaction of such other business as may be properly brought before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

Section 3. Substitute annual meeting: If the annual meeting shall not be held on the day designated by these bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 4 of this Article II. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 4. Special meetings: Special meetings of the shareholders may be called at any time by the President, Secretary or Board of Directors of the corporation, or by any shareholder pursuant to the written request of the holders of not less than one-tenth of all the shares entitled to vote at the meeting.

Section 5. Notice of Meetings: Written or printed notice stating the time and place of the meeting shall be delivered not less than ten nor more than fifty days before the date of any shareholders' meeting, either personally or by mail, by or at the direction of the President, the Secretary, or other person calling the meeting, to each shareholder of record entitled to vote at such meeting; provided that such notice must be given not less than twenty days before the date of any meeting at which merger or consolidation is to be considered. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his address as it appears on the record of shareholders of the corporation, with postage thereof prepaid.

In the case of a special meeting, the notice of meeting shall specifically state the purpose or purposes for which the meeting is called; but, in the case of an annual or substitute annual meeting, the notice of meeting need not specifically state the business to be transacted thereat unless such a statement is required by the provisions of the North Carolina Business Corporation Act.

When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty days in any one adjournment, it is not necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

Section 6. Voting lists: At least ten days before each meeting of shareholders the Secretary of the corporation shall prepare an alphabetical list of the shareholders entitled to vote at such meeting or any adjournment thereof, with the address of and number of shares held by each, which list shall be kept on file at the registered office of the corporation for a period of ten days prior to such meeting, and shall be subject to inspection by any shareholder at any time during the usual business hours. This list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection by any shareholder during the whole time of the meeting.

Section 7. Quorum: A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders, except that at a substitute annual meeting of shareholders the number of shares there represented either in person or by proxy, even though less than a majority, shall constitute a quorum for the purpose of such meeting.

The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders

to leave less than a quorum.

In the absence of a quorum at the opening of any meeting of shareholders, such meeting may be adjourned from time to time by a vote of the majority of the shares voting on the motion to adjourn; and at any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the original meeting.

Section 8. Proxies: Shares may be voted either in person or by one or more agents authorized by a written proxy executed by the shareholder or by his duly authorized attorney in fact. A proxy is not valid after the expiration of eleven months from the date of its execution, unless the person executing it specifies therein the length of time for which it is to continue in force, or limits its use to a particular meeting, but no proxy shall be valid after ten years from the date of its execution.

Section 9. Voting of Shares: Subject to the provisions of Section 4 of Article III, each outstanding share entitled to vote shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

Except in the election of directors as governed by the provisions of Section 3 of Article III, the vote of a majority of the shares voted on any matter at a meeting of shareholders at which a quorum is present shall be the act of the shareholders on that matter, unless the vote of a greater number is required by law or by the charter or bylaws of this corporation.

Shares of its own stock owned by the corporation, directly or indirectly, through a subsidiary corporation or otherwise, shall not be voted and shall not be counted in determining the total number of shares entitled to vote, except that shares held in a fiduciary capacity may be voted and shall be counted to the extent provided by law.

Section 10. Informal action by shareholders. Any action which may be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the Secretary of the corporation to be kept as part of the corporate records.

ARTICLE III.
Board of Directors

Section 1. General powers: The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2. Number, term and qualifications: The number of directors constituting the Board of Directors shall be One. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor shall have

been elected and qualified.

Section 3. Election of directors: Except as provided in Section 6 of this Article III, the directors shall be elected at the annual meeting of shareholders; and those persons who receive the highest number of votes shall be deemed to have been elected. If any shareholder so demands, the election of directors shall be by ballot.

Section 4. Removal: Any director may be removed at any time with or without cause by a vote of the shareholders holding a majority of the outstanding shares entitled to vote at an election of directors. However, unless the entire Board is removed, an individual director shall not be removed when the number of shares voting against the proposal for removal would be sufficient to elect a director if such shares could be voted cumulatively at an annual election. If any directors are so removed, new directors may be elected at the same meeting.

Section 5. Vacancies: Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors even though less than a quorum, or by the sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the authorized number of directors shall be filled only by election at an annual meeting or at a special meeting of shareholders called for that purpose.

Section 6. Chairman of the Board: There may be a Chairman of the Board of Directors elected by the directors from their number at any meeting of the Board. The Chairman shall preside at all meetings of the Board of Directors and perform such other duties as may be directed by the Board.

Section 7. Compensation: The Board of Directors may compensate directors for their services as such and may provide for the payment of any or all expenses incurred by directors in attending regular and special meetings of the Board.

ARTICLE IV.
Meetings of Directors

Section 1. Regular meetings: A regular meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of shareholders. In addition, the Board of Directors may provide, by resolution, the time and place, either within or without the State of North Carolina, for the holding of additional regular meetings.

Section 2. Special meetings: Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. Such a meeting may be held either within or without the State of North Carolina, as fixed by the person or persons calling the meeting.

Section 3. Notice of meetings: Regular meetings of the Board of Directors may be held without notice. The person or persons calling a special meeting of the Board of Directors shall, at least two days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called.

Section 4. Waiver of notice: Any director may waive notice of any meeting. The attendance by a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Quorum: A majority of the number of directors fixed by these bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 6. Manner of acting: Except as otherwise provided in these bylaws, the act of the majority of the directors present shall be the act of the Board of Directors.

Section 7. Presumption of assent: A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 8. Informal action by directors: Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 9. Committees of the Board: The Board of Directors, by resolution adopted by a majority of the number of directors fixed by these bylaws, may designate three or more directors to constitute an Executive Committee and other committees, each of which, to the extent authorized by law and provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the corporation. The designation of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility of liability imposed upon it or him by law.

ARTICLE V.
Officers

Section 1. Officers of the corporation: The officers of the corporation shall consist of a President, a Secretary, a Treasurer and such Vice-Presidents, Assistant Secretaries, Assistant Treasurers, and other officers as the Board of Directors may from time to time elect. Any two or more offices may be held by the same person, but no officer may act in more than one capacity where action of two or more officers is required.

Section 2. Election and term: The officers of the corporation shall be elected by the Board of Directors and each officer shall hold office until his death, resignation, retirement, removal, disqualification or his successor shall have been elected and qualified.

Section 3. Compensation of officers: The compensation of all officers of the corporation shall be fixed by the Board of Directors and no officer shall serve the corporation in any other capacity and receive compensation therefor unless such additional compensation be authorized by the Board of Directors.

Section 4. Removal: Any officer or agent elected or appointed by the Board of Directors may be removed by the Board whenever in its judgment the best interests of the corporation will be served thereby; but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5. Bonds: The Board of Directors may by resolution require any officer, agent, or employee of the corporation to give bond to the corporation, with sufficient sureties, conditioned on the faithful performance of the duties of his respective office or position, and to comply with such other conditions as may from time to time be required by the Board of Directors.

Section 6. President: The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise the control of all the business and affairs of the corporation. He shall, when present, preside at all meetings of the shareholders. He shall sign with the Secretary, an Assistant Secretary, or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general he shall perform all duties incident to the office
of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 7. Vice-Presidents: In the absence of the President or in the event of his death, inability or refusal to act, the Vice-Presidents in the order of their length of service as Vice-Presidents, unless otherwise determined by the Board of directors, shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President, may sign, with the Secretary or an Assistant Secretary, certificates for shares of the corporation; and shall perform such other duties as from time to time may be assigned to him by the President or Board of Directors.

Section 8. Secretary: The Secretary shall: (a) keep the minutes of the meetings of shareholders, of the Board of Directors and of all Executive Committees in one or more books provided for that purpose; (b) see that all notices are fully given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under seal is duly authorized; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President or a Vice-President, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; (g) keep or cause to be kept in the State of North Carolina at the corporation's registered office or principal place of business a record of the corporation's shareholders, giving the names and addressed of all shareholders and the number and class of shares held by each, and prepare or cause to be prepared voting lists prior to each meeting of shareholders as required by law; and (h) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

Section 9. Assistant Secretaries: In the absence of the Secretary or in the event of his death, inability or refusal to act, the Assistant Secretaries in the order of their length of service as Assistant Secretary, unless otherwise determined by the Board of Directors, shall perform the duties of the Secretary, and when so acting shall have all the powers of and be subject to all the restrictions upon the Secretary. They shall perform such other duties as may be assigned to them by the Secretary, by the President, or by the Board of Directors. Any Assistant Secretary may sign, with the President or a Vice-President, certificates for shares of the corporation.

Section 10. Treasurer: The Treasurer shall have custody of all funds and securities belonging to the corporation and shall receive, deposit or disburse the same under the direction of the Board of Directors. He shall keep full and accurate accounts of the finances of the corporation in books especially provided for that purpose; and he shall cause a true statement of its assets and liabilities as of the close of each fiscal year and of the results of its operations and of changes in surplus for such fiscal year, all in reasonable detail, to be made and filed at the registered or principal office of the corporation within four months after the end of such fiscal year. The statement so filed shall be kept available for inspection by any shareholder for a period of ten

years; and the treasurer shall mail or otherwise deliver a copy of the latest such statement to any shareholder upon his written request therefor. The Treasurer, in general shall perform all duties incident to his office and such other duties as may be assigned to him from time to time by the President or by the Board of Directors.

Section 11. Assistant Treasurers: In the absence of the Treasurer or in the event of his death, inability or refusal to act, the Assistant Treasurers in the order of their length of service as Assistant Treasurer, unless otherwise determined by the Board of Directors, shall perform the duties of the Treasurer, and when so acting shall have all the powers of and be subject to all the restrictions upon the Treasurer. They shall perform such other duties as may be assigned to them by the Treasurer, by the President, or by the Board of Directors.

ARTICLE VI.
Contracts, Loans, Checks and Deposits

Section 1. Contracts: The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Loans: No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks and Drafts: All checks, drafts or other orders for the payment of money, issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from to time to time be determined by resolution of the Board of Directors.

Section 4. Deposits: All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such depositories as the Board of Directors may select.

ARTICLE VII.
Certificates for Shares and Their Transfer

Section 1. Certificates for Shares: Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors. The corporation shall issue and deliver to each shareholder certificates representing all fully paid shares owned by him. Certificates shall be signed by the President or a Vice-President and by the Secretary or Treasurer of an Assistant Secretary or an Assistant Treasurer. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number and class of shares and the date of

issue, shall be entered on the stock transfer books of the corporation.

Section 2. Transfer of Shares: Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary, and on surrender for cancellation of the certificate for such shares.

Section 3. Lost Certificate: The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the corporation claimed to have been lost or destroyed, upon receipt of an affidavit of such fact from the person claiming the certificate of stock to have been lost or destroyed. When authorizing such issue of a new certificate, the Board of Directors shall require that the owner of such lost or destroyed certificate, or his legal representative, give the corporation a bond in such sum as the Board may direct as indemnity against any claim that may be made against the corporation with respect to the certificate claimed to have been lost or destroyed, except where the Board of Directors by resolution finds that in the judgment of the directors the circumstances justify omission of a bond.

Section 4. Closing Transfer Books and Fixing Record Date: For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may provide that the stock
transfer books shall be closed for a stated period but not to exceed, in any case, fifty days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten days immediately preceding such meeting.

In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such record date in any case to be not more than fifty days and, in case of a meeting of shareholders, not less than ten days immediately preceding the date of which the particular action, requiring such determination of shareholders, is to be taken.

If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders.

When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply

to any adjournment thereof except where the determination has been made through the closing of the stock transfer books and the stated period of closing has expired.

Section 5. Holder of record: The corporation may treat as absolute owner of shares the person in whose name the shares stand of record on its books just as if that person had full competency, capacity and authority to exercise all rights of ownership irrespective of any knowledge or notice to the contrary or any description indicating a representative, pledge or other fiduciary relation or any reference to any other instrument or to the rights of any other person appearing upon its record or upon the share of any other person appearing upon its record or upon the share certificate except that any person furnishing to the corporation proof of his appointment as a fiduciary shall be treated as if he were a holder of record of its shares.

ARTICLE VIII
General Provisions

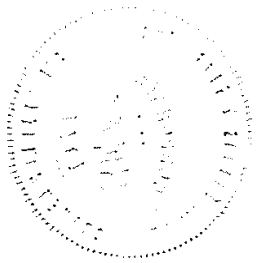
Section 1. Dividends: The Board of Directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in cash, property, or its own shares pursuant to law and subject to the provisions of its charter.

Section 2. Seal: The corporate seal of the corporation shall consist of two concentric circles between which is the name of the corporation and in the center of which is inscribed SEAL; and such seal, as impressed on the margin hereof, is hereby adopted as the corporate seal of the corporation.

Section 3. Waiver of Notice: Whenever any notice is required to be given to any shareholder or director by law, by the charter or by these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 4. Indemnification: Any person who at any time serves or has served as a director, officer, employee or agent of
the corporation, or in such capacity at the request of the corporation for any other corporation, partnership, joint venture, trust or other enterprise, shall have the right to be indemnified by the corporation to the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the corporation, seeking to hold him liable by reason of the fact that he is or was acting in such capacity, and (b) reasonable payments made by him in satisfaction of any judgment, money decree, fine, penalty or settlement for which he may have become liable in any such action, suit or proceeding.

The Board of Directors of the corporation shall take all such action as may be



necessary and appropriate to authorize the corporation to pay the indemnification required by this bylaw, including without limitation, the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity due him and giving notice to, and obtaining approval by, the shareholders of the corporation.

Any person who at any time after the adoption of this bylaw served or has served in any of the aforesaid capacities for or on behalf of the corporation shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this bylaw.

Section 5. Fiscal year: The fiscal year of the corporation shall be fixed by the Board of Directors.

Section 6. Amendments: Except as otherwise provided herein, these bylaws may be amended or repealed and new bylaws may be adopted by the affirmative vote of a majority of the directors adopted by the affirmative vote of a majority of the directors then holding office at any regular or special meeting of the Board of Directors.

The Board of Directors shall have no power to adopt a bylaw: (1) prescribing quorum or voting requirements for action by shareholders or directors different from those prescribed by law; (2) increasing or decreasing the number of directors; or (3) classifying and staggering the election of directors.

No bylaw adopted or amended by the shareholders shall be amended or repealed by the Board of Directors, except to the extent that such bylaw expressly authorizes its amendment or repeal by the Board of Directors.

CONSENT OF DIRECTOR
OF
L.R. THOMAS & SONS, INC.
TO ACTION WITHOUT MEETING

I, the undersigned, being the sole director of L.R. Thomas & Sons, Inc., hereby adopt the following resolutions by signing my written consent thereto, and by the execution of these minutes, hereby do waive any and all formalities of meeting including but not limited to notice, time, date, place and purpose of said meeting.

FURTHER, the director of the corporation executes these consent minutes for the purpose of evidencing the organizational meeting of the board of directors.

ADOPTION OF BYLAWS

RESOLVED, that the Bylaws which have been inserted into the Minute Book of the corporation be, and they hereby are, adopted as the Bylaws of the corporation.

ELECTION OF OFFICERS

RESOLVED, that the following be, and they hereby are, elected as officers of the corporation to serve as such until their successors shall have been duly elected and qualified:

John C. Thomas	President
John G. Thomas	Secretary-Treas.

BANKING RESOLUTIONS

Checking

RESOLVED, that First Citizens Bank and Trust Company, New Bern, North Carolina, be, and it hereby is, designated as a depository for the funds of the corporation, that a checking account be opened and maintained in the name of the corporation with said institution, and that funds so deposited may be withdrawn upon a check, draft or other order for payment of funds of this corporation on deposit in said account, provided that such checks, drafts or other orders drawn against said funds shall be signed by:

John C. Thomas

RESOLVED FURTHER, that the foregoing resolution shall continue in full force and effect until rescinded or modified by a resolution of the board of directors or the corporation and a certified copy of such resolution shall have been filed with said institution.

RESOLVED FURTHER, that the Secretary be, and hereby is, authorized and directed to certify to the said institution the

foregoing resolution and that the provisions thereof are in conformity with the Charter and Bylaws of the corporation.

FISCAL YEAR

RESOLVED, that until further order of the board of directors of this corporation the fiscal year of the corporation shall end on the last day of December of each year commencing with the year 1991.

CORPORATE SEAL

RESOLVED, that the corporate Seal, an impression of which is affixed in the margin hereof, be and the same hereby is, adopted as the seal of the corporation.

STOCK CERTIFICATE

RESOLVED, that the form of common stock certificate, a copy of which is appended to these minutes, and upon the face of which the legend in substantially the following form: "This certificate is the form of common stock certificate approved by the board of directors by action effective the 21st day of November 1991," be, and the same hereby is, adopted and approved as and for the form of common stock certificate of this corporation.

PLAN TO OFFER SMALL BUSINESS STOCK

RESOLVED, that the following plan to issue "Section 1244 Stock" pursuant to the terms and conditions of the Internal Revenue Code, as amended, be, and the same hereby is, adopted by the corporation:

(a) This plan shall become effective November 21, 1991.

(b) The corporation is authorized to offer and issue 100,000 shares of common stock at par value of $1.00 per share.

(c) Common stock only shall be issued pursuant to this plan and only for money or other property, and not for stock or securities.

(d) Such other action is authorized and directed to be taken by the corporation as may be necessary to qualify the stock offered and issued under this plan as "Section 1244 Stock" as such term is defined in the Internal Revenue Code, as amended, and the regulations issued pursuant thereto.

RESOLVED, FURTHER, that the officers of the corporation be, and they hereby are, authorized to offer common shares of the corporation from time to time for sale pursuant to the foregoing plan to such persons and upon such terms and conditions as they may

Duke 2

LITHO IN U.S.A.

This certificate is the form of common stock certificate approved by the board of directors by action effective the 21st day of November, 1991.



NUMBER

SHARES

L.R. THOMAS & SONS

INCORPORATED UNDER THE LAWS OF THE STATE OF NORTH CAROLINA

AUTHORIZED CAPITAL STOCK $100,000.00

PAR VALUE $1.00 PER SHARE

SPECIMEN ONLY FOR YOUR RECORDS

This Certifies that _____ is the registered holder of _____ Shares

of the Capital Stock of L.R. THOMAS & SONS

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this _____ day of _____ A.D. 19__

SPECIMEN ONLY FOR YOUR RECORDS

_____ PRESIDENT

SPECIMEN ONLY FOR YOUR RECORDS

Duke 2

CAROLINA MARKING DEVICES, INC.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	— as tenants in common	UNIF GIFT MIN ACT—.....Custodian..... (Cust) (Minor) under Uniform Gifts to Minors Act..... (State)
TEN ENT	— as tenants by the entireties	
JT TEN	— as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used though not in the above list.

*For value received,*_____ *hereby sell, assign and transfer unto*

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE

_____

_____

_____ *Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint*_____

_____

Attorney to transfer the said shares on the books of the within-named Corporation with full power of substitution in the premises.

*Dated,*_____

_____

In presence of

_____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATEVER.

deem to be in the best interests of the corporation.

ISSUANCE OF SHARES

WHEREAS, a plan to offer Small Business Stock pursuant to the provisions of Section 1244 of the Internal Revenue Code heretofore has been adopted by the corporation; and,

WHEREAS, offers have been made under the aforesaid plan and John C. Thomas has delivered to the board a letter containing a proposal whereby he would purchase 100 shares of common stock of the corporation in exchange for $100.00, said letter being attached to these minutes and specifically incorporated herein by reference; and,

WHEREAS, the board of directors has reviewed the foregoing proposal and is of the opinion that to accept such proposal is in the best interest of the corporation.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that upon the proper conveyance of certain assets as specified in the proposal letter, the proper officers of the corporation be, and they hereby are, authorized and directed to issue common shares of the corporation at a par value of $1.00 per share in exchange for $100.00, in such denominations as each shareholder shall direct as follows:

Shareholder	Number of Shares
John C. Thomas	100

ATTORNEYS

RESOLVED, that the law firm of Lee, Hancock, Lasitter and King, be, and it hereby is, retained as legal counsel for the corporation.

BUSINESS OF THE CORPORATION

RESOLVED, that the officers of the corporation be, and they hereby are, authorized and directed to do and perform all acts and things necessary or appropriate to commence and carry on all of the business that the corporation was formed to conduct together with any other directly, indirectly, horizontally or vertically related business venture or enterprise as set out in the corporate Charter.

This action is effective as of the 21st day of November 1991.

John C. Thomas

John C. Thomas

Consent of Directors
of
L.R. Thomas & Sons, Inc.
To Action Without Meeting

The undersigned, being the director of L.R. Thomas & Sons, Inc., hereby adopts the following resolutions by signing his written consent thereto, and by the execution of these minutes, hereby waives any and all formalities of meeting, including but not limited to notice, time, date, place and purpose of said meeting.

FURTHER, the undersigned acknowledges that these minutes and the actions taken herein are in lieu of the annual meeting.

ELECTION OF OFFICERS

WHEREAS, the board of directors of the corporation desires to elect officers of the corporation to serve as such until their successors shall have been duly elected and qualified.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the following persons be, and they hereby are, elected as officers of the corporation to serve as such until their successors shall have been duly elected and qualified:

John G. Thomas, Sr.	President
Lisa D. Thomas,	Secretary/Treasurer
John G. Thomas, Jr.	Vice President
Taylor W. Thomas	Vice President

RATIFICATION

WHEREAS, the board of directors has reviewed the operation of the corporation and the actions of the officers of the corporation over the previous year and desire to approve, ratify and confirm same.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the operation of the corporation and the legal actions of the officers over the previous year be, and they hereby are, approved, ratified and confirmed.

RESOLVED FURTHER, that the officers of the corporation be, and they hereby are, commended for their efforts on behalf of the corporation during the previous fiscal year, said efforts having been in the best interest of the corporation and in accordance with good business purposes and practices.

This action is effective as of the 1st day of February 2020.

John G. Thomas, Director

CONSENT OF SHAREHOLDERS AND DIRECTORS
OF
L.R. THOMAS & SONS, INC.
TO ACTION WITHOUT MEETING

The undersigned, being the sole shareholder of L.R. Thomas & Sons, Inc., hereby does adopt the following resolutions by signing my written consent thereto, and by the execution of these minutes, hereby does waive any and all formalities of meeting, including but not limited to notice, time, date, place and purpose of said meeting.

ELECTION OF DIRECTORS

WHEREAS, the shareholder of the corporation desires to elect directors of the corporation to serve as such until their successors shall have duly elected and qualified.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the following person be, and he hereby is, elected as director of the corporation to serve as such until his successor shall be been duly elected and qualified:

John G. Thomas, Sr.

RATIFICATION

WHEREAS, the shareholders of the corporation have reviewed the operation of the corporation and the actions of the board of directors of the corporation over the previous year and desire to approve, ratify and confirm same.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the operation of the corporation and the actions of the board of directors over the previous year be, and they hereby are, approved, ratified and confirmed.

RESOLVED FURTHER, that the Balance Sheet and Profit and Loss Statement of the Corporation for the fiscal year 2019 be and they are hereby approved.

RESOLVED FURTHER, that the board of directors be, and it hereby is, commended for its efforts on behalf of the corporation during the previous fiscal year, said efforts having been in the best interest of the corporation and in accordance with good business purposes and practices.

This action is effective the 1st day of February 2020.

John G. Thomas, Shareholder

Consent of Directors and Shareholders
of
L.R. Thomas & Sons, Inc.
To Action Without Meeting

The undersigned, being the directors and shareholders of L.R. Thomas & Sons, Inc., hereby adopts the following resolutions by signing their written consent thereto, and by the execution of these minutes, hereby waives any and all formalities of meeting, including but not limited to notice, time, date, place and purpose of said meeting.

WHEREAS, John G. Thomas, Sr., as President of the Corporation and Sole Director herby adapts the BY-LAWS of L.R. Thomas & Sons, Inc., Article III Section 2 to read as follows:

> Section 2. Number, term and qualifications: The number of directors constituting the Board of Directors shall be Two. Each director shall hold office until his/her death, resignation, retirement, removal, disqualification or his/her successor shall have been elected and qualified.

BE IT RESOLVED, THAT ARTICLE IIII SECTION 2 reads as follows: Section 2. Number, term and qualifications: The number of directors constituting the Board of Directors shall be Two. Each director shall hold office until his/her death, resignation, retirement, removal, disqualification or his/her successor shall have been elected and qualified.

WHERAS, it is desired that Lisa D. Thomas, be elected to serve as Director on the Board of Directors for L.R. Thomas & Sons, Inc.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the following persons be, and hereby are, elected as directors of the corporation to serve as such until their successor shall be duly elected and qualified:

John G. Thomas, Sr.
Lisa D. Thomas

RESOLVED FURTHER, that the Corporation is authorized to issue John G. Thomas, Sr., an additional THREE HUNDRED AND NINETY shares of the Capital Stock of L.R. Thomas & Sons; and that the President and Secretary are directed to issue the aforesaid shares and record the issuance in the stock record book of the corporation.

RESOLVED FURTHER, that the Corporation is authorized to issue to Lisa D. Thomas, FIVE HUNDRED AND TEN shares of the Capital Stock of L.R. Thomas & Sons; and that the President and Secretary are directed to issue the aforesaid shares and record the issuance in the stock record book of the corporation.

RATIFICATION

WHEREAS, the shareholders of the corporation have reviewed the operation of the

corporation and the actions of the board of directors of the corporation over the previous year and desire to approve, ratify and confirm same.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the operation of the corporation and the actions of the board of directors over the previous year be, and they hereby are, approved, ratified and confirmed.

RESOLVED FURTHER, that the Balance Sheet and Profit and Loss Statement of the Corporation for the fiscal year 2020 be and they are hereby approved.

RESOLVED FURTHER, that the board of directors be, and it hereby is, commended for its efforts on behalf of the corporation during the previous fiscal year, said efforts having been in the best interest of the corporation and in accordance with good business purposes and practices.

This action is effective as of the 1st day of January 2021.

John G. Thomas, Director and Shareholder

Lisa D. Thomas, Director and Shareholder

Pender County
Approval of Budget Amendment to Increase Fuel Sales & Purchases for Remainder of FY2023

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	April 3, 2023
SUBJECT:	Approval of Budget Amendment to Increase Fuel Sales & Purchases for Remainder of FY2023

SUMMARY:
Please consider approval of the attached Budget Amendment to increase Fuel Sales & Purchases to last for the County Fuel Depots for the remainder of FY2023. This is Fuel purchased by the County and sold to the County as well as all other County Agencies. Fuel prices have been higher this year than anticipated. Much of this fuel cost will be billed and paid for by the outside agencies as well.

ACTION REQUESTED:
Approval of Budget Amendment to Increase Fuel Sales & Purchases for Remainder of FY2023

Monday, March 20, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 53 - FUEL DEPOT

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	53-332200	Sales-Outside Agencies	80000.00
2	53-332100	Sales of Fuel	175000.00
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	53-403101	Fuel Depot-Burgaw	115000
2	53-403102	Fuel Depot-Hampstead	65000
3	53-403103	Fuel Depot-Rocky Point	75000
4			
5			
6			
7			
8			
9			
10			

Total Revenues 255000

Total Expenditures 255000

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email mblue@pendercountync.gov

Pender County
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2259-60-8304-0000 - Off of Asa Lane, Long Creek

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	April 3, 2023
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2259-60-8304-0000 - Off of Asa Lane, Long Creek

SUMMARY:
Please consider attached documentation of bid for surplus property - Parcel 2259-60-8304-0000 - Off of Asa Lane, Long Creek. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

The $65,001 bid for this parcel from Jehey Walker can be accepted by the County and authorize County Manager's Office to begin closing process. The current tax value for this property is listed at $25,000. The County acquired through tax foreclosure in 1970. This is a 5 acre wooded residential lot.

Other options are to reject all bids and maintain possession, or reject all bids and re-auction.

ACTION REQUESTED:
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2259-60-8304-0000 - Off of Asa Lane, Long Creek

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

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

Auction results for sale of real property

3/6/2023

Dear Commissioners,

For your consideration is the results of the auction for parcel number 2295-60-8304-0000 located off Asa Lane in Long Creek Township. Jehey Walker was the highest bidder at $65,001. The tax value in GIS is $25,000. After talking to Jehey Walker, her plans are to develop it for residential purposes. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager



PIN: 2295-60-8304-0000
Owner: PENDER COUNTY
P O BOX 366
BURGAW, NC 28425
Deed Ref: 429/356
Property Address:
Description: OFF S/S RD 1406

Sale Price:
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 590294
Township: LONG CREEK
Subdivision:
Tax Codes: G01 F25 R40

Acres: 5
Land Value: $25,000
Building Value: $0
Total value: $25,000
Deferred Value: $0
Exempt Amount: 25000
PCL Class: EX-1
Heated Sq Feet:

Pender County

1:2,256
0 0.015 0.03 0.06 mi
0 0.025 0.05 0.1 km
1 inch = 188 feet
12/31/1969

Pender County
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2259-92-5101-0000 - Off of McAllister Road, Columbia

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	April 3, 2023
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2259-92-5101-0000 - Off of McAllister Road, Columbia

SUMMARY:
Please consider attached documentation of bid for surplus property - Parcel 2259-92-5101-0000 - Off of McAllister Road, Columbia. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

The $32,000 bid for this parcel from Huiqiao Zhoa can be accepted by the County and authorize County Manager's Office to begin closing process. The current tax value for this property is listed at $28,000. The County acquired through tax foreclosure in 2021. This is a 7 acre wooded residential lot with no legal easement.

Other options are to reject all bids and maintain possession, or reject all bids and re-auction.

ACTION REQUESTED:
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2259-92-5101-0000 - Off of McAllister Road, Columbia

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

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

Auction results for sale of real property

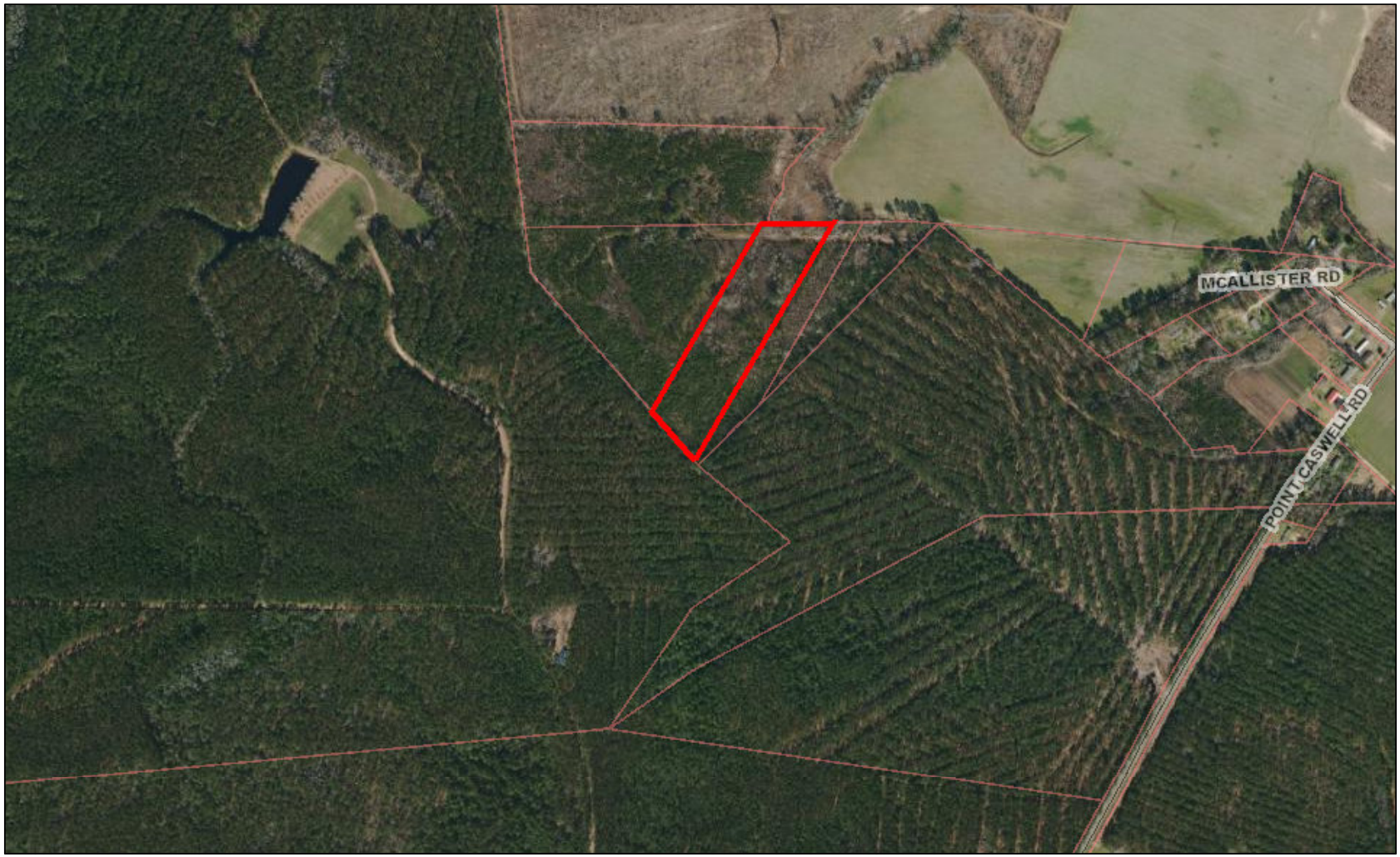
3/6/2023

Dear Commissioners,

For your consideration is the results of the auction for parcel number 2259-92-5101-0000 located off McAllister Rd. in Columbia Township. Huiqiao Zhoa was the highest bidder at $32,000. The tax value in GIS is $28,000. After talking to Huiqiao Zhoa, her plans are to develop it for residential purposes. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager



PIN: 2259-92-5101-0000
Owner: PENDER COUNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4744/1107

Property Address:

Description: OFF W/S 1128 3/4 M S OF 1207

Sale Price: $22,500
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 1011130
Township: COLUMBIA
Subdivision:
Tax Codes: G01 F28 R40

Acres: 7
Land Value: $28,000
Building Value: $0
Total value: $28,000
Deferred Value: $0
Exempt Amount: 28000
PCL Class: R
Heated Sq Feet:

Pender County

1:7,415

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

1 inch = 618 feet

03/09/2021

N W E S

Pender County
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2350-15-2730-0000 - At 3340 Halfway Branch School Road, Columbia

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	April 3, 2023
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2350-15-2730-0000 - At 3340 Halfway Branch School Road, Columbia

SUMMARY:
Please consider attached documentation of bid for surplus property - parcel number Parcel 2350-15-2730-0000 - At 3340 Halfway Branch School Road, Columbia. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

The $12,800 bid for this parcel from Gordon Beckhart can be accepted by the County and authorize County Manager's Office to begin closing process. The current tax value for this property is listed at $12,125. The County acquired through tax foreclosure in 2016. This is a 1.2 acre cleared residential lot on Halfway Branch School Road.

Other options are to reject all bids and maintain possession, or reject all bids and re-auction.

ACTION REQUESTED:
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2350-15-2730-0000 - At 3340 Halfway Branch School Road, Columbia

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

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

Auction results for sale of real property

3/6/2023

Dear Commissioners,

For your consideration is the results of the auction for parcel number 2350-15-2730-0000 located at 3340 Halfway Branch School Rd. in Columbia Township. Gordon Beckhart was the highest bidder at $12,800. The tax value in GIS is $12,125. After talking to Gordon Beckhart, his plans are to develop it for residential purposes. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager



PIN: 2350-15-2730-0000
Owner: PENDER CNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4631/0573

Property Address: 3340 HALFWAY BRANCH SCHOOL RD
Description: SEE 93 CVD 259

Sale Price: $7,500
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 972890
Township: COLUMBIA
Subdivision:
Tax Codes: G01 F26 R40 S64

Acres: 0.97
Land Value: $74,205
Building Value: $33,073
Total value: $107,278
Deferred Value: $0
Exempt Amount: 107278
PCL Class: EX-1
Heated Sq Feet: 1288

Pender County

1:1,069

0 0.0075 0.015 0.03 mi
0 0.0125 0.025 0.05 km

1 inch = 89 feet

10/25/2016

N
W E
S

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

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	April 3, 2023
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3224-46-2015-0000 - At 600 Cheshire Road, Rocky Point

SUMMARY:
Please consider attached documentation of bid for surplus property - parcel number Parcel 3224-46-2015-0000 - At 600 Cheshire Road, Rocky Point. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

The $12,100 bid for this parcel from Neo Santiago can be accepted by the County and authorize County Manager's Office to begin closing process. The current tax value for this property is listed at $11,500. The County acquired through tax foreclosure in 2019. This is a 0.46 acre wooded residential lot on Cheshire Road.

Other options are to reject all bids and maintain possession, or reject all bids and re-auction.

ACTION REQUESTED:
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3224-46-2015-0000 - At 600 Cheshire Road, Rocky Point

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

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

Auction results for sale of real property

3/6/2023

Dear Commissioners,

For your consideration is the results of the auction for parcel number 3224-46-2015-0000 located at 600 Cheshire Rd. in Rocky Point Township. Neo Santiago was the highest bidder at $12,100. The tax value in GIS is $11,500. After talking to Neo Santiago, his plans are to develop it for residential purposes. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager



PIN: 3224-46-2015-0000
Owner: PENDER COUNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4683/275

Property Address: 600 CHESHIRE RD
Description: 0.46 AC OFF 1426

Sale Price: $6,500
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 1001539
Township: ROCKY POINT
Subdivision:
Tax Codes: G01 F25 R40

Acres: 0.46
Land Value: $28,400
Building Value: $18,197
Total value: $46,597
Deferred Value: $0
Exempt Amount: 46597
PCL Class: E
Heated Sq Feet: 480

Pender County

1:743

0 0.005 0.01 0.02 mi

0 0.0075 0.015 0.03 km

1 inch = 62 feet

04/17/2019

N W E S

Pender County
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3320-82-9153-0000 - At 208 Burgaw Creek Loop, Burgaw

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	April 3, 2023
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3320-82-9153-0000 - At 208 Burgaw Creek Loop, Burgaw

SUMMARY:
Please consider attached documentation of bid for surplus property - Parcel 3320-82-9153-0000 - At 208 Burgaw Creek Loop, Burgaw. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

The $8,200 bid for this parcel from LaToya Bogan can be accepted by the County and authorize County Manager's Office to begin closing process. The current tax value for this property is listed at $2,500. The County acquired through tax foreclosure in 2018. This is a 0.3 acre cleared residential lot on Burgaw Creek Loop Road.

Other options are to reject all bids and maintain possession, or reject all bids and re-auction.

ACTION REQUESTED:
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3320-82-9153-0000 - At 208 Burgaw Creek Loop, Burgaw

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

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

Auction results for sale of real property

3/6/2023

Dear Commissioners,

For your consideration is the results of the auction for parcel number 3320-82-9153-0000 located at 208 Burgaw Creek in Burgaw Township. LaToya Bogan was the highest bidder at $8,200. The tax value in GIS is $2,500. After talking to LaToya Bogan, her plans are to develop it for residential purposes. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager



PIN:	3320-82-9153-0000
Owner:	PENDER CNTY
	PO BOX 5
	BURGAW, NC 28425
Deed Ref:	4657/1650
Property Address:	208 BURGAW CREEK LOOP RD
Description:	N/S 1508 2MI E/BURGAW

Sale Price:	$4,500
Sale Date:	LAST_SALE_DATE
Plat:	NOPLAT
Account No:	978484
Township:	BURGAW
Subdivision:	
Tax Codes:	G01 F21 R40

Acres:	0.5
Land Value:	$2,500
Building Value:	$4,062
Total value:	$6,562
Deferred Value:	$0
Exempt Amount:	6562
PCL Class:	E
Heated Sq Feet:	602

Pender County

1:557

0 0.004 0.008 0.016 mi

0 0.005 0.01 0.02 km

1 inch = 46 feet

01/10/2018

N W E S

Pender County
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3392-538565-0000 - At 960 Lee Road, Holly Ridge

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	April 3, 2023
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3392-538565-0000 - At 960 Lee Road, Holly Ridge

SUMMARY:
Please consider attached documentation of bid for surplus property - parcel number Parcel 3392-53-8565-0000 - At 960 Lee Road, Holly Ridge. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

The $7,700 bid for this parcel from Gordon Beckhart can be accepted by the County and authorize County Manager's Office to begin closing process. The current tax value for this property is listed at $7,062. The County acquired through tax foreclosure in 2009. This is a 0.23 acre wooded residential lot on Lee Road. Structure has little to no value.

Other options are to reject all bids and maintain possession, or reject all bids and re-auction.

ACTION REQUESTED:
Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3392-538565-0000 - At 960 Lee Road, Holly Ridge

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

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

Auction results for sale of real property

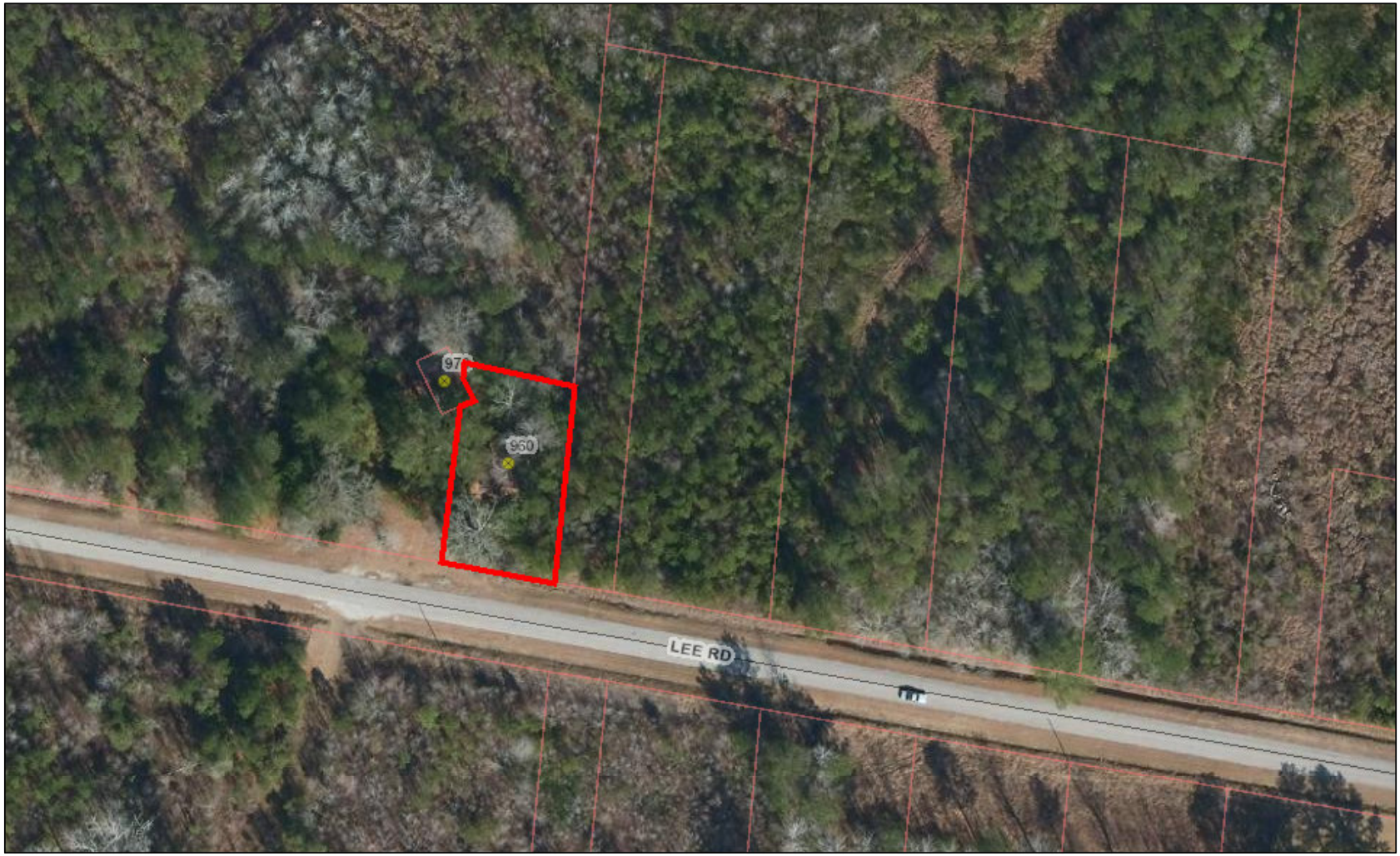
3/6/2023

Dear Commissioners,

For your consideration is the results of the auction for parcel number 3392-53-8565-0000 located at 960 Lee Rd. in Holly Ridge Township. Gordon Beckhart was the highest bidder at $7,700. The tax value in GIS is $7,062. After talking to Gordon Beckhart, his plans are to develop it for residential purposes. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager



PIN:	3392-53-8565-0000
Owner:	PENDER COUNTY
	PO BOX 67
	BURGAW, NC 28425
Deed Ref:	3604/244
Property Address:	960 LEE RD
Description:	.23 ACRE SR 1532 N/S

Sale Price:	$6,000
Sale Date:	LAST_SALE_DATE
Plat:	NOPLAT
Account No:	844261
Township:	HOLLY
Subdivision:	
Tax Codes:	G01 F23 R40 S64

Acres:	0.23
Land Value:	$49
Building Value:	$10,549
Total value:	$10,598
Deferred Value:	$0
Exempt Amount:	10598
PCL Class:	EX-1
Heated Sq Feet:	848

Pender County

1:1,116

0 0.0075 0.015 0.03 mi

0 0.0125 0.025 0.05 km

1 inch = 93 feet

04/05/2009

N W E S

Pender County
Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Parcel 3393-74-8900-0000 on Rock Road, Maple Hill

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	April 3, 2023
SUBJECT:	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Parcel 3393-74-8900-0000 on Rock Road, Maple Hill

SUMMARY:
Please consider attached documentation of bid for surplus property - Parcel 3393-74-8900-0000 located on Road Road in Maple Hill.

It is recommended that the $6,300 bid from Jean Parker be accepted by the County and the upset bid process to begin as of April 3, 2023. The attached letter indicates the details of the bid and upset bid process for this property. The tax value for this property is listed at $6,300. This is a 0.63 acre wooded residential lot acquired through tax foreclosure in 2018.

ACTION REQUESTED:
Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Parcel 3393-74-8900-0000 on Rock Road, Maple Hill

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

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

Letter of recommendation for sale of real property

3/1/2023

Dear Commissioners,

For your consideration is an upset bid process for parcel number 3393-74-8900-0000 located on Rock Rd in Maple Hill that we acquired on 01/11/2018 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.63 acres that. The estimated tax value of the parcel is $6,300.00 in GIS. Mrs. Jean Parker has placed a bid offer of $6,300.00.

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

Sincerely,

Andy Devane

Asset Manager

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

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

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (parcel number 3393-74-8900-0000) as a surplus asset that will be sold as is thru the upset bid process after board approval.

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

THEREFORE, BE IT RESOLVED:

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

Adopted at a _____ meeting on

_____ 2023

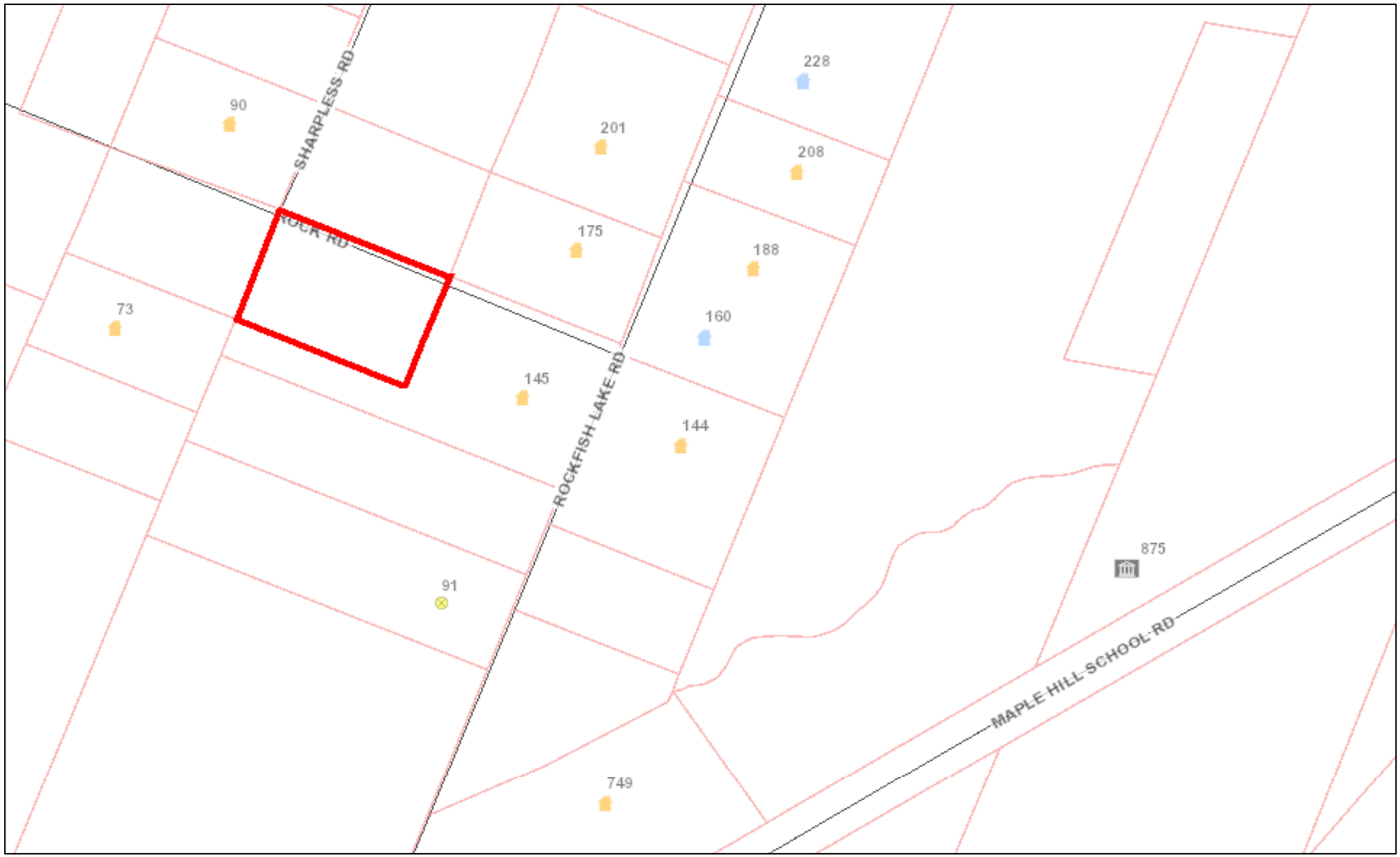
_____

Pender County Authorized Representative

ATTEST:

_____

County Clerk



PIN: 3393-74-8900-0000
Owner: PENDER CNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4657/1652
Property Address:
Description: LTS 9, 10 & 22

Sale Price: $8,000
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 978485
Township: HOLLY
Subdivision:
Tax Codes: G01 F23 R40

Acres: 0.63
Land Value: $6,300
Building Value: $0
Total value: $6,300
Deferred Value: $0
Exempt Amount: 6300
PCL Class: E
Heated Sq Feet:

Pender County

1:1,867
0 0.0125 0.025 0.05 mi
0 0.02 0.04 0.08 km

1 inch = 156 feet

1/11/2018

Pender County
Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Parcel 3393-84-1762-0000 at 144 Rockfish Road, Maple Hill

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	April 3, 2023
SUBJECT:	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Parcel 3393-84-1762-0000 at 144 Rockfish Road, Maple Hill

SUMMARY:
Please consider attached documentation of bid for surplus property - Parcel 3393-84-1762-0000 at 144 Rockfish Road, Maple Hill.

It is recommended that the $37,089 bid from Raymond Arrington be accepted by the County and the upset bid process to begin as of April 3, 2023. The attached letter indicates the details of the bid and upset bid process for this property. The current tax value for this property is listed at $37,089. This is a 1 acre wooded residential lot with dilapidated house structure acquired through tax foreclosure in 2019.

ACTION REQUESTED:
Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Parcel 3393-84-1762-0000 at 144 Rockfish Road, Maple Hill

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

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

Letter of recommendation for sale of real property

3/1/2023

Dear Commissioners,

For your consideration is an upset bid process for parcel number 3393-84-1762-0000 located at 144 Rockfish Lake Rd in Maple Hill that we acquired on 04/18/2019 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.63 acres that. The estimated tax value of the parcel is $37,089.00 in GIS. Mr. Raymond Arrington has placed a bid offer of $37,089.00.

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

Sincerely,

Andy Devane

Asset Manager

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

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

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (parcel number 3393-84-1762-0000) as a surplus asset that will be sold as is thru the upset bid process after board approval.

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

THEREFORE, BE IT RESOLVED:

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

Adopted at a _____ meeting on

_____ 2023

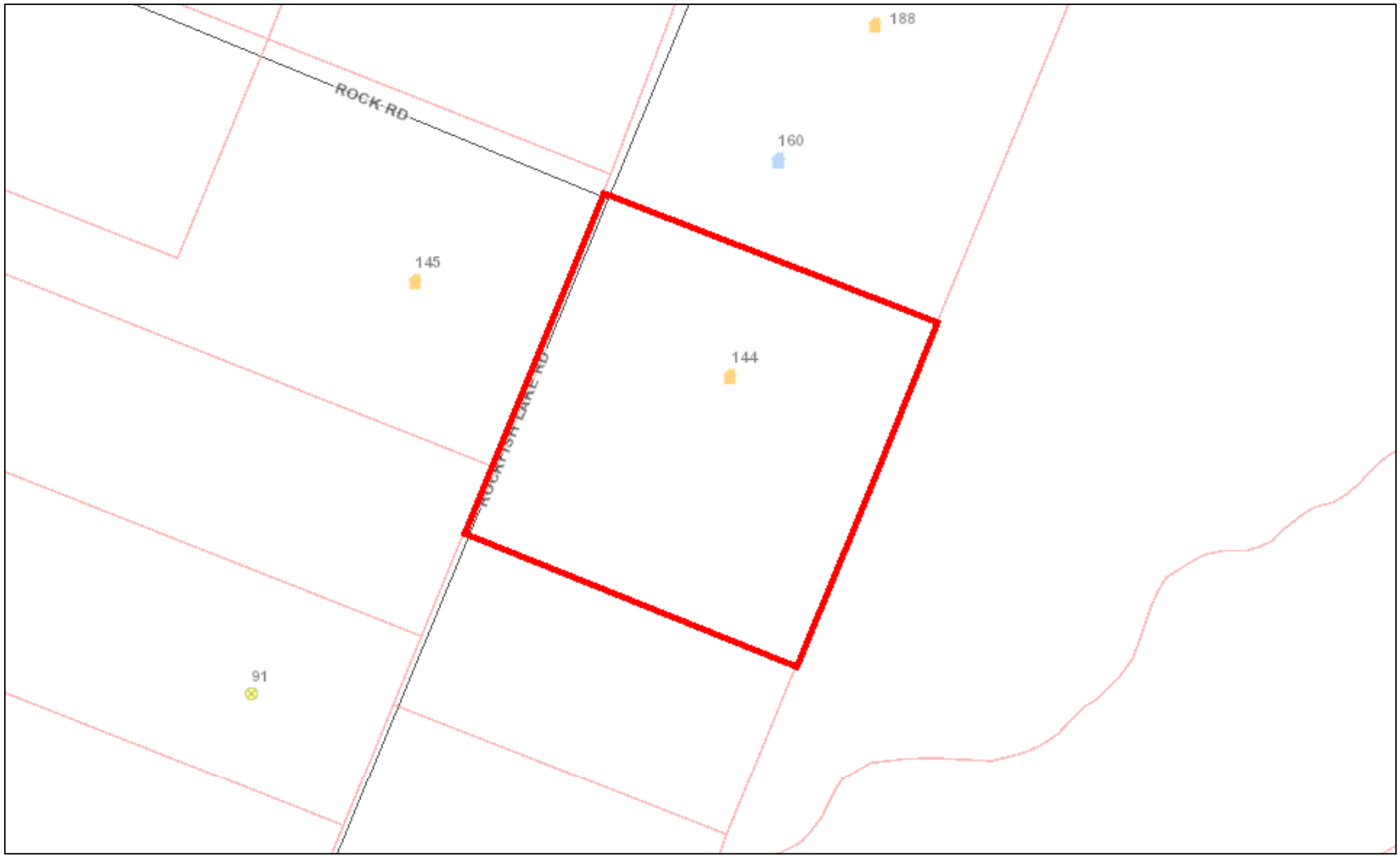
_____

Pender County Authorized Representative

ATTEST:

_____

County Clerk



PIN: 3393-84-1762-0000
Owner: PENDER COUNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4683/277

Property Address: 144 ROCKFISH LAKE RD
Description: LTS 5 AND 6 SEC 1

Sale Price:
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 1001541
Township: HOLLY
Subdivision:
Tax Codes: G01 F23 R40 S64

Acres: 1
Land Value:
Building Value:
Total value:
Deferred Value:
Exempt Amount: 130445
PCL Class: E
Heated Sq Feet: 1245

Pender County

1:933

0 0.005 0.01 0.02 mi

0 0.01 0.02 0.04 km

1 inch = 78 feet

4/18/2019

N W E S

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Buddy Avery
DATE:	April 3, 2023
SUBJECT:	Courthouse Space Needs Assessment - RFQ#230209-243

SUMMARY:
Pender County put out an RFQ soliciting Statements of Qualifications from professional consulting firms to conduct a space needs assessment of our court facilities, related offices and associated storage needs. Pender County Government is statutorily responsible for providing appropriate facilities for court facilities and related functions: Judicial Chambers, District Court, Superior Court (monthly), Clerk of Court, Public Defender's Office, District Attorney' Office, as well as administrative offices and records storage. Responding firms must show a strong background in the planning of government facilities, including judicial facilities. The County is seeking a firm whose combination of qualified experience and personnel will provide timely, cost-effective, and professional planning services.

Staff published a Request for Proposals on February 9, 2023
Schedule
A. RFP Issued February 9, 2023
B. Submittals due March 2, 2023, by 2:00 PM
C. Present to Commissioners March 13, 2023
D. Award Notification March 14, 2023
E. Completion Date - 120 days after executed contract

Staff received Statements of Qualifications that were reviewed and scored by a selection committee. Selection Committee was made up of staff from County Finance and County Manager Office. The selection committee evaluated each proposal based on the criteria outlined in the RFQ.

The county is recommending to the Board to approve negotiations first with Moseley Architects, followed by Fentress Inc. If necessary, in accordance with GS 1443-64.31. If terms can be reached with either firm within the budget, the County recommends the

Board to approve a purchase order to initiate the study. These funds will be paid from 660-404500 Non-departmental Contracted Services.

ACTION REQUESTED:
Authorization to Negotiate and Subsequent Purchase Order for Professional Services related to Courthouse Space Needs Assessment - RFQ#230209-243

REQUEST FOR QUALIFICATIONS

Professional Consultant to Conduct Space Needs Assessment

RFQ # 230209-243
February 9, 2023

Questions Due: February 17, 2023 by 2pm

Proposals Due: March 2, 2023 by 2pm

Issued by:
Trisha Newton, Purchasing Manager, Pender County Finance
PO Box 1578, Burgaw, NC 28425
910-259-1281, purchasing@pendercountync.gov

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Purpose

Pender County is soliciting Statements of Qualifications from professional consulting firms to conduct a space needs assessment of our court facilities, related offices and associated storage needs. Responding firms must show a strong background in the planning of government facilities, including judicial facilities. The County is seeking a firm whose combination of qualified experience and personnel will provide timely, cost-effective, and professional planning services.

Schedule

The following outlines the anticipated timeline related to the Request for Qualifications, award of contract, and delivery/presentation of work products related to this RFQ. County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

RFQ Issued	February 9, 2023
Questions on RFQ Due	February 17, 2023 by 2pm to purchasing@pendercountync.gov
Statements of Qualifications Due	March 2, 2023 by 2pm to purchasing@pendercountync.gov There will not be a formal opening.
Interviews with Short List Firms (if needed)	March 3, 2023, times TBA
Recommendation to Board of Commissioners	March 6, 2023
Notification of Award of Contract	March 7, 2023
Price Negotiation and Contract Development	March 6-10, 2023
Review of Scope and Project Kick Off	March 13-16, 2023
Completion Date	120 days after executed contract

Background

Pender County Government is statutorily responsible for providing appropriate facilities for court facilities and related functions: Judicial Chambers, District Court, Superior Court (monthly), Clerk of Court, Public Defender's Office, District Attorney' Office, as well as administrative offices and records storage. The Pender County Courts currently utilize the following spaces dedicated to court operations, administration and storage including:

- Pender County Courthouse, 100 S Wright St, Burgaw – approx. 27,090 sq ft
- Frances Dawson Basden Judicial Annex, 100 Dickerson St, Burgaw – approx. 6,000 sq ft
- Biberstein House, 102 S Walker St, Burgaw – approx. 1,040 sq ft
- Records Storage Space, leased, Burgaw – approx. 1,900 sq ft
- Newly Purchased Offices, 301 S McNeil St, Burgaw – approx. 1,900 sq ft

Scope of Services

Pender County seeks a package from professional consultant firms to provide all services necessary to complete the assigned project. The consultant shall take the lead project management role. The scope of work associated with completing this project includes, but is not limited to, the following:

- Review and assess the condition of the current court facilities, including the identification of both physical and operational issues that do not meet modern standards.
- Conduct interviews with relevant staff to gather information about current use of the spaces and future needs, potential growth in staffing and storage needs, etc.
- Create a comprehensive plan for space allocation that will address the needs for the next 15-20 years. The plan must lay out the most efficient, effective and functional plan for space needed by staff for the services provided.
- Provide recommendations for future space requirements of the court system that address court rooms, , meeting spaces, staff work spaces, restrooms, storage, both employee and public parking, and other needs discovered during the assessment.
- Provide recommendations for future space requirements for the courts records storage and general storage, including security, protection from fire and flood damage, work spaces for staff reviewing records, and other needs discovered during the assessment.
- Provide recommendations on optimal location of these facilities.
- Provide recommendations on renovating existing facilities versus building new facilities.
- Provide recommendation on maintaining existing facilities.
- Provide estimated timeframes for making recommended transitions.
- Provide high level budget estimates for planning purposes.

The assessment should culminate in a written report of findings related to current and future needs of the Court System in Pender County. This report will be addressed to the Board of County Commissioners, bearing in mind the other stakeholders in the outcome of this assessment, from County Management to Judicial System Officials, and the citizens of Pender County.

The **anticipated completion date for the project is 120 days from the execution of the contract or sooner.** Any concerns with or exceptions to this date should be noted in the firm's response and an alternative timeline must be included. Responses with an alternative expedited time line should include a detailed project schedule and methodology. Responses with reasonable expedited time lines will be rated favorably.

Qualification Criteria

To be considered for this project the firm must meet minimum requirements set forth below to be included in the statement of qualifications. The successful firm must demonstrate a high level of competence in the subject matter areas along with a demonstrated ability to provide high quality services on time and within budget. The selected firm should have a proven ability to work effectively with public agencies and other stakeholders.

Qualification statements should include, at minimum, the following:

Firm Information

Include information about the firm's size, history, office locations, and service offerings.

- Include number of years the firm has been in business.
- Include number of years the firm has been in business under its present business name.
- List the point of contact and contact information.
- Include a copy of all applicable licenses.

Project Approach

Include a comment/response to each of the following:

- Provide a brief statement of your understanding of the project.
- Provide a probable timeline for surveying and site planning.
- Demonstrate surveying capabilities.

Experience

Detail your firm's experience in environmental assessment and surveying, The following list of items should be included in the SOQ:

- Similar projects:
  - o Name, location, and brief description of the project
  - o Photographs and/or drawings of the design.
  - o Name, address, and telephone number of the Owner (indicate contact person).

Key Personnel Resumes

- Demonstrate qualifications of your key staff.
- A proposed project organization chart and resumes of key individuals included in your team. Indicate what elements of the work your firm intends to self-perform or subcontract. person).

Per Unit Pricing

List billable fee categories and the corresponding per unit or fixed pricing to the extent allowable under N.C. G.S. 143-63.31.

References

Provide at least three (3) references who can vouch for the quality of services provided by your firm on similar projects.

Questions

Any questions on this RFQ should be submitted purchasing@pendercountync.gov no later than February 17, 2023 at 2pm. Both the questions and corresponding answers will be published in the form of an Addendum.

Statement Of Qualifications

Qualification packages should be prepared simply and economically and bound in a single volume whenever practical. All data, materials, and documentation shall be available in a clear, concise form. Pender County does not expect, nor will any more favorable consideration be given to submittals with fancy covers or binding, color photographs, sample plans, non-pertinent information on other accomplishments of the firm which have no direct bearing on these projects, resumes of individuals who will not be engaged in the work, or pages of other nonrelated project materials. ***Brevity will be appreciated***. Submittals shall be limited to 50 pages, double sided 8 ½ x 11, minimum 12 point font. Covers and Dividers do not count in the 50 page total. All interested and qualified firms are requested to submit their statement of qualifications no later than 2 pm on March 2, 2023. If not submitted by email, an electronic file of the SOQ must be included.

Statement of Qualifications should be submitted as follows:

- By Mail: PO Box 1578, Burgaw, NC 28425
- By Courier: 805 S. Walker Street, Burgaw, NC 28425
- By email: purchasing@pendercountync.gov

By submitting a response to this Request for Qualifications, the responding firm represents that it has read and understands the Scope of Work and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the contract work.

Responses may be modified or withdrawn by the responding firm any time prior to the deadline. Modified and withdrawn responses may be resubmitted so long as they are received no later than March 2, 2023 at 2 pm.

The County is not responsible for packages lost or misdirected by the US Postal Service or other courier. No late responses will be considered and shall be returned to the responding firm unopened.

Responding firms are responsible for monitoring the Pender County website at www.pendercountync.gov for any Addenda.

Pender County encourages all qualified businesses, including DBE, Minority, and Women owned and operated businesses to respond to this RFQ.

Payment

Payment Terms will be Net 30. Invoices shall be submitted promptly upon completion of billable work. The County will not pay deposits or payments prior to work being completed. Firms are invited to complete the form at https://form.jotform.com/201494663893163 to set up ACH payments.

Costs Incurred by Submission

The submitting firm will be responsible for all costs associated with the submission of their respective statement of qualifications. The County will not be responsible for the reimbursement of any costs associated with this submission. Submissions will become property of Pender County and will become "public record".

Proprietary Information

All Statements of Qualifications received are considered public record and available for public inspection. According to General Statutes 132 - 1.2, trade secrets or proprietary information contained in a response may be kept confidential if, at the time the SOQ is submitted, the information is designated as proprietary information and it is requested the information be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the individual responding to the RFQ while attempting to maximize the availability of information to the public.

Authority

A person authorized to bind the responding to the provisions of this RFQ must sign the Statement of Qualifications, as well as the contract of the awarded firm.

Provisions

The County reserves the right to amend, at any time, any part of this RFQ by posting updates to the county website and to change any of the scheduled dates, including the SOQ due date. All changes will become part of this RFQ and will be incorporated into the agreement entered between the County and the Proposer.

Conflict of Interest

All parties (including subconsultants) must maintain compliance with conflicts of interest guidelines that meet or exceed those required under 2 C.F.R. § 200.318(c)(1) for all projects funded in part or whole with federal or State financial assistance (direct or reimbursed). In addition to the prohibition against self-benefiting from a public contract under N.C. G.S. 14-234, no officer, employee, elected official, governing body member, or agent of Pender County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal or State award if he or she has a real or perceived conflict of interest. A real or perceived conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from award of a contract: the officer, employee, elected official, governing body member, or agent involved in the selection, award, or administration of a contract; as well as any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of these parties. Any such conflict shall be disclosed in writing and included with the Proposal. Contractors that are related to County personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding/responding or accepting award of County contracts. Accepting gifts and favors from vendors and contractors is prohibited under N.C. G.S. 133-32, additionally officers, employees, elected officials, governing body members, and agents of Pender County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Violating this policy will result in disciplinary action for the employee and termination of the contract and violating firms/persons may not be eligible for future contract awards.

Evaluation & Selection Process

Statements of Qualifications will be evaluated on qualifications and other criteria listed below. Pender County anticipates phone interview(s) with the selected firm prior to official award of contract.

Selection criteria will be based on the following factors:

- Demonstrated competency/experience related to scope of services requested
- Proposed approach and methodology for conducting the requested assessment
- The firm's demonstrated ability to carry out similar projects on time and within budget
- The firm's availability and commitment to meet the project timeline and proposed schedule
- Prior work experience and performance with Pender County
- References

References may be contacted along with other evaluations Pender County feels necessary to accurately determine the criteria listed above in the selection criteria. Scoring and ranking of the submissions will be based on the criteria above. **Pender County reserves the right to interview firms who are being considered. In addition, Pender County reserves the right to reject all submissions.**

Interviews will be conducted on March 3, 2023. Responding firms should save the date for a potential interview.

This RFQ will result in a contract for services provided to Pender County. The contracting firm shall provide the County with a sample contract which can be revised by the County's legal department. The contract shall provide a termination clause in which the County reserves the right to terminate the contract immediately with cause or with ninety days prior written notice without cause.

Pender County Terms and Conditions

In entering a Contract with Pender County North Carolina (the "County), your company (the "Vendor"), acknowledges and agrees to abide by the Terms and Conditions set forth below, which shall supersede any conflicting terms and conditions.

1. COUNTY RIGHT TO CANCEL OR RESCIND – The County reserves the right to cancel or otherwise rescind a Purchase Order based on the County's best interest.

2. PURCHASE ORDER REQUIRED – The County will not be responsible for any equipment, supplies, and/or services delivered without a Purchase Order and assumes no obligation for products or services shipped or delivered in excess of the quantity ordered. Any unauthorized products or services are subject to the County's rejection and shall be returned at the Vendor's expense.

3. VENDOR FAILURE TO DELIVER – In the event of Vendor's failure to deliver as and when specified, or to perform as and when specified, the County reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Vendor agrees that the County may return part of any shipment so made and may charge Vendor with any loss expense sustained as a result of such failure to deliver or perform.

4. CHANGES – If Vendor refuses to accept a purchase order exactly as written, Vendor will return it at once with explanation. Any changes to a Purchase Order will be considered a 'Change Order' and requires the written acceptance of both parties to become effective. This will include product or service substitutions, cost changes, and delivery schedule changes.

5. INVOICES – Vendor will deliver invoices to the County at the address or electronically at website shown on the face of the Purchase Order. Vendor will send separate invoices for each purchase order number and invoices must be itemized in accordance with the items listed on the Purchase Order.

6. PRICE – The itemized price listed for products and services on the Vendor invoice must match that specified on the Purchase Order. No boxing, packing, cartage, or shipping charges will be allowed by the County unless specifically authorized on the face of this Purchase Order. Any cash discount period to County will date from County's receipt of the invoice or from the date of the receipt of goods, whichever is later.

7. TAXES – Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder and shall indemnify and save harmless the County from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor is required to list all applicable taxes as separate lines on the face of the invoice. Pender County is not exempt from sales tax.

8. DELIVERY/TITLE – Unless otherwise agreed, delivery shall be f.o.b. point of destination and title shall pass to County upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by County shall be the responsibility of Vendor.

9. RIGHT OF INSPECTION AND REJECTION – Equipment, supplies, and services supplied by Vendor shall be received subject to the County's inspection and approval either during manufacturing or delivery (with prior arrangement), or within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Vendor's expense. No material or equipment returned to Vendor as defective shall be replaced except upon the County's formal authorization.

10. ASSIGNMENT – Neither a Purchase Order nor any interest therein nor shall any claim arising hereunder be transferred or assigned by Vendor without the prior written consent of the County. Vendor may transfer or assign the benefits of this agreement, in whole or in part, including without limitation the County's warranty, without the approval of County.

11. WARRANTY/PERFORMANCE – Vendor warrants that the products and services furnished pursuant to this Purchase Order shall: (a) comply with all federal, state and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this purchase order and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material or fabrication.

12. INDEMIFICATION - INFRINGEMENT – Vendor will defend, indemnify, and save the County harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.

13. INDEMNIFICATION – DAMAGES – If any product provided hereunder is defective in any respect whatsoever, Vendor will defend, indemnify, and save County harmless from all loss, damages, costs, fees, and expenses incurred by reason of such defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.

14. INDEMNIFICATION – CONSEQUENCES OF ACTIONS - If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the County from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that may result in whole or in part from the performance thereof.

15. USE OF COUNTY NAME OR LOGO – Vendor agrees not to release any advertising or other materials using the County's trademark, quoting the opinion of any County employee, or implying in any way that the County indorses Vendor or its products or services.

16. FEDERAL OR STATE STATUTE – Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation has or does occur, Vendor will indemnify and save the County harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation.

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

18. INSURANCE – Vendor shall secure, before delivery of any goods or services hereunder, Commercial General Liability insurance in an amount not less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate, or $1,000,000 bodily injury and property damage combined single limits each occurrence/ aggregate, with the County as additional insured. Vendor shall produce an insurance certificate evidencing such coverage upon request by the County.

19. STRICT COMPLIANCE – The County may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing.

20. MATERIAL SAFETY DATA SHEETS – Current Material Safety Data Sheets, when applicable to the order, shall be provided by Vendor in accordance with all regulations.

21. NON-APPROPRIATION – Any resulting contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

22. VENUE FOR LEGAL ACTIONS – This purchase order is governed by North Carolina law without regard to its conflicts of law principles. Any legal actions arising from this purchase order shall be brought in Pender County, North Carolina.

-END-

Pender County Purchasing Bid Tabulation

RFQ for Courthouse Space Needs Assessment

	Points	Moseley	Comments	Fentress	Comments
Firm Information					
Yrs in business	5	5	54	5	35
Yrs at present location	5	5	19	5	35
Listed Contact	5	5		5	
Included License	5	5	NC	3	not NC
Project Approach					
Statement of Understanding	10	8		10	very detailed metrics
Provided Timeline	5	5		5	
Surveying Capability	5	5		5	
Experience					
Similar projects	15	15	9 out of 10 recent NC	12	1 out of 4 NC, Court Specialty
Key Personnel					
Listed Qualifications	10	10		10	
Organizational Chart and resumes	5	5		5	
Unit Pricing	5	4		5	lower rates
References					
1	5	5		5	
2	5	5		5	
3	5	5		5	
Statement of Qualifications					
Tailored Response	5	5	Tailored to Pender/NC Courts	3	Tailored to Court Specialty
Brevity	5	5		5	
Total	**100**	**97**		**93**	

MOSELEY ARCHITECTS

PROPOSAL FOR

Pender County

Professional Consultant to Conduct Space Needs Assessment

RFQ # 230209-243

March 2, 2023

Moseley Architects
911 N. West Street, Suite 205
Raleigh, NC 27603

Dan Mace, AIA
dmace@moseleyarchitects.com
(919) 840-0091

MOSELEYARCHITECTS

911 North West Street
Suite 205
Raleigh, NC 27603
P: (919) 840-0091

March 2, 2023

Ms. Trisha Newton, Purchasing Manager
Pender County
805 S. Walker Street
Burgaw NC 28425

Dear Ms. Newton and Members of the Selection Committee,

Moseley Architects is excited about this opportunity to continue partnering with Pender County as you prepare to renovate, expand, or construct a new courthouse facility. We are passionate about court and justice facility design and consider it a privilege to design these spaces for judges, law enforcement personnel, and citizens.

As you consider a partner for this important judicial space needs assessment, the following attributes distinguish our team:

- **Local Expertise**—We are currently serving Pender County on the design of your new law enforcement and detention center, which was preceded by a needs assessment. During this time, we forged strong relationships with your staff and decision-makers and became well-versed in your methodologies and working processes.
- **Vast Experience with Court Facility Projects**—We have provided design, construction contract administration, and consulting services for more than 145 judicial facilities in the last 15 years, including over 65 facility studies, space needs analyses, master plans, and consultations. This experience equips us with the knowledge necessary for the successful design of facilities to accommodate judicial operations.
- **In-House Resources**—Our staff comprises architects and engineers; security systems designers;energy analysts; interior designers; and construction contract administrators who specialize in planning for judicial facilities. This unified management of disciplines promotes safer, timely, and cost-conscious design results.
- **North Carolina Focus**—We have successfully served nearly 70 local, state, and federal government clients in North Carolina on planning and design projects that total over 6,100,000 square feet, including Pender County and your direct neighbors in Bladen, Duplin, New Hanover, and Sampson counties. As a result, we have a thorough knowledge of local conditions, codes, and regulations in the state.

We welcome an opportunity to meet with you to discuss your courthouse space needs assessment in detail. For more information, please contact me at (919) 840-0091 or at dmace@moseleyarchitects.com.

Sincerely,

Daniel R. Macé, AIA
Managing Principal

1 Firm Information

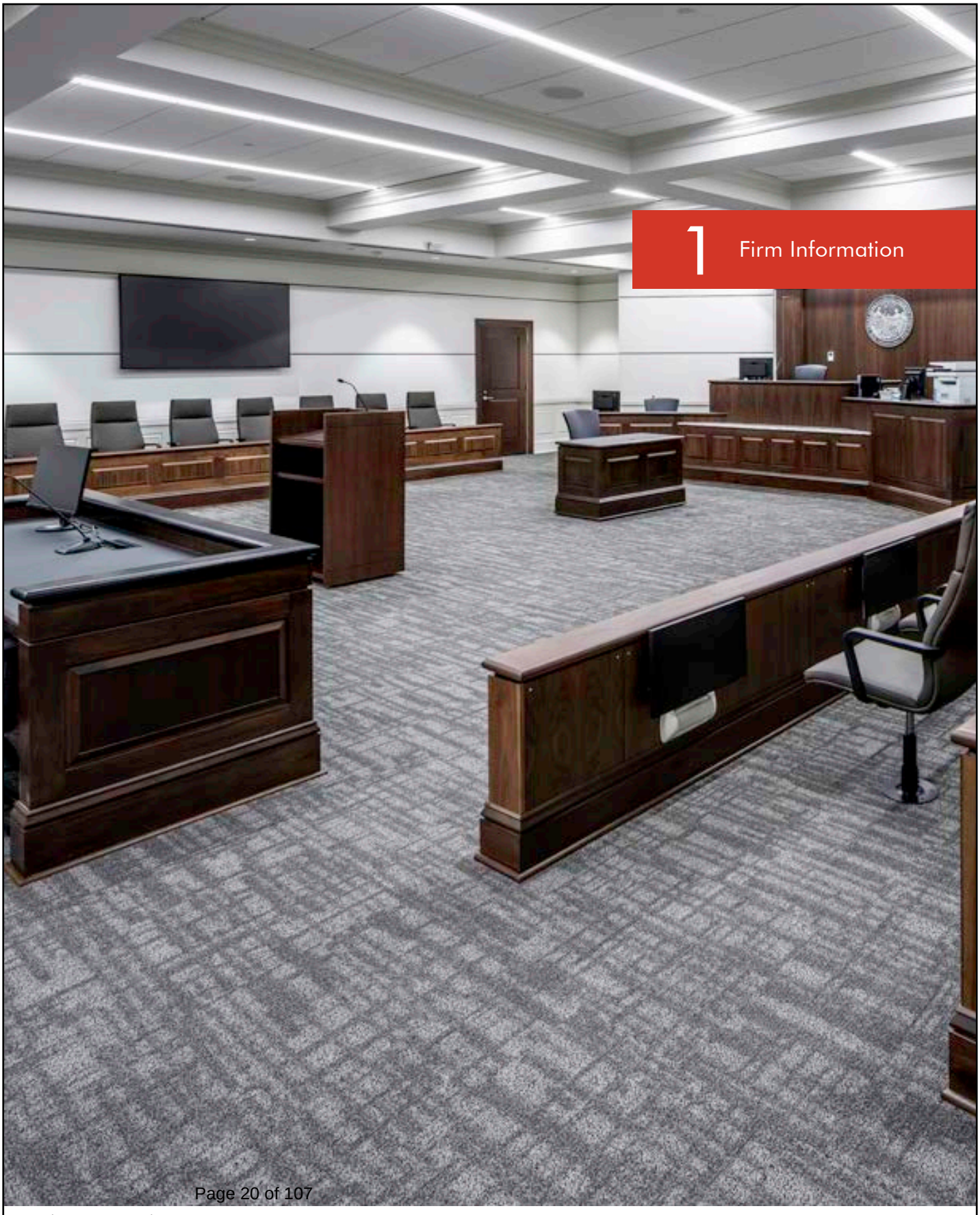
2 Project Approach

3 Experience

4 Key Personnel Resumes

5 Per Unit Pricing

6 References



1 Firm Information

Lincoln County Courthouse







FIRM INFORMATION

Firm History

Founded in 1969, Moseley Architects is one of the Southeast's most trusted public sector architecture and engineering firms, offering exceptional expertise and service to local governments for court facilities and their related functions.

For 54 years, we have earned a reputation for quality, reliability, and responsiveness among more than 200 local government clients, including Pender County. *Building Design & Construction* recently ranked our firm fourth among justice facility architectural and engineering firms in the nation.

Judicial Facility Expertise

In the last 15 years, we have provided professional services for over 145 court facility projects. Our experience includes:

- 66 facility studies, space needs analyses, master plans, needs assessments, and consultations
- 61 facility renovations and expansions
- 20 new facilities

This experience provides our team with a strong understanding of the unique issues critically important to successful courthouse planning and design—knowledge that will directly benefit Pender County in achieving its goal of determining if the historic courthouse, constructed in 1936, should be renovated and expanded, or if a new court facility should be constructed.

Firm Size

Our firm comprises over 300 in-house staff, including architects; mechanical, electrical, plumbing engineers; structural engineers; interior designers; security systems designers; sustainability planners; and construction contract administrators who specialize in judicial facilities. Our integrated structure

"The folks at Moseley have been great. They have been fantastic. They had a needs assessment interview where each stakeholder in the process met with them. We went through what we did, what our personnel looked like, what our responsibilities are, what we thought we needed going forward. They were able to take our concerns and our needs and put those on paper. It has been a win-win for all of us."

– Honorable Quentin Sumner
Nash County Superior Court Judge
(Nash County's historic courthouse renovation and expansion pictured)



ABOVE Begun as a study of the historic courthouse, the new Lincoln County Courthouse is North Carolina's most recently constructed court facility.

allows us to offer a more cohesive and streamlined service. This close collaboration, in combination with unified management of all building design disciplines, promotes well-coordinated, higher quality results.

Office Locations
Moseley Architects will serve Pender County from our Raleigh and Charlotte offices.

- Charlotte, NC
- Raleigh, NC
- Fairfax, VA
- Harrisonburg, VA
- Richmond, VA
- Roanoke, VA
- Virginia Beach, VA
- Warrenton, VA
- Baltimore, MD
- Charleston, SC

Number of Years Firm Has Been in Business
54

Number of Years Firm Has Been in Business Under Present Business Name
19

Point of Contact
Dan Mace, AIA
Tel: (919) 840-0091
Email: Dmace@moseleyarchitects.com

Copy of All Applicable Licenses
Our applicable licenses can be found on the following pages.

The North Carolina Board of Architecture

certifies that

Moseley Architects P.C.

is registered and authorized to practice
Architecture in the State of North Carolina.

In testimony whereof this certificate has been issued
by the authority of this Board.

Registration number: 50149
Initial registration: 5/19/1977
Expires on: 12/31/2023

Executive Director

NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS
4601 Six Forks Rd Suite 310
Raleigh, North Carolina 27609

Moseley Architects P.C.
3200 Norfolk Street
Richmond, VA 23230

This is to Certify that:

Moseley Architects P.C. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice ***engineering*** under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

This authorization must be renewed annually, and **expires on June 30, 2023**

License No. : C-3469

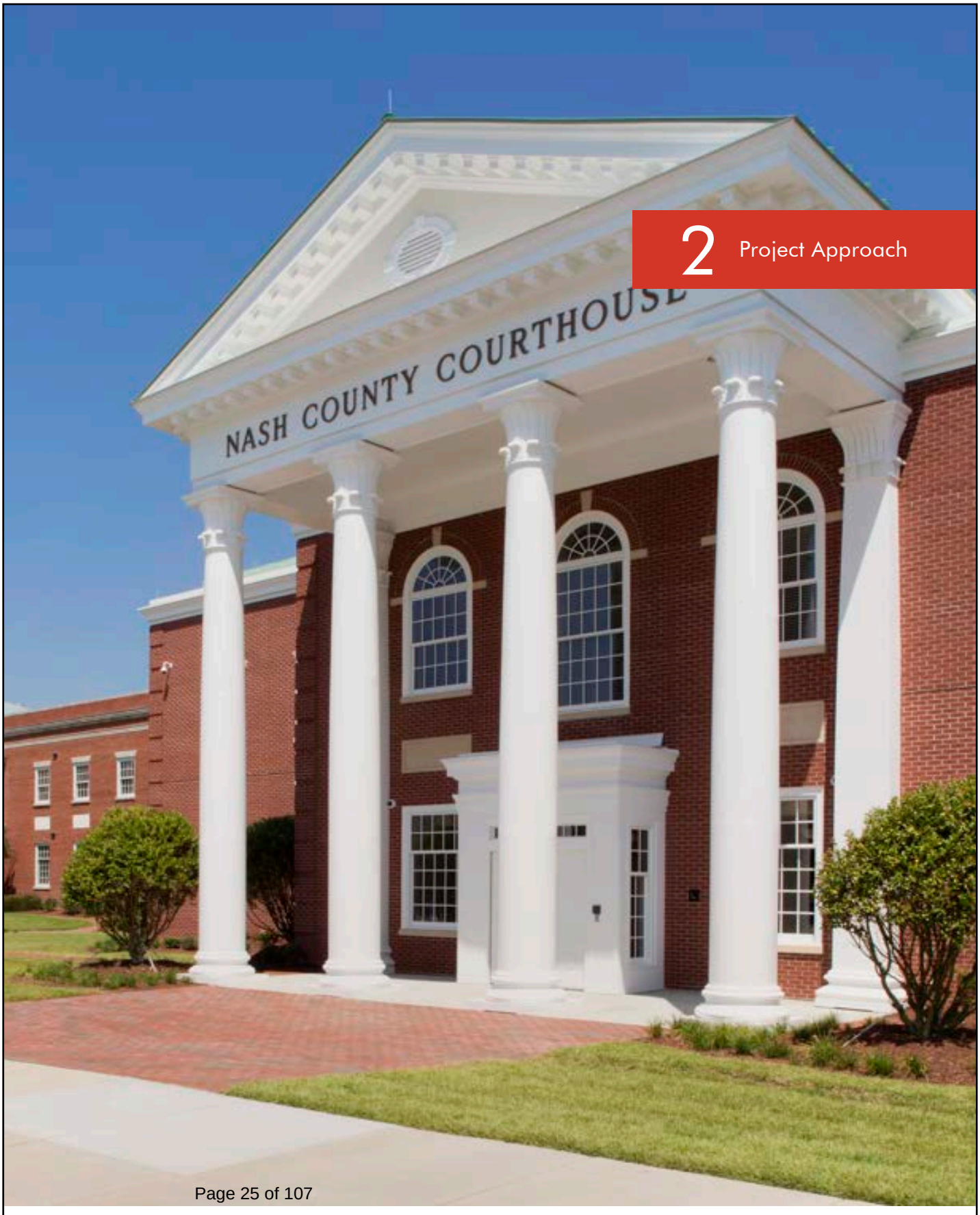
THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

Executive Director

POST IN PLACE OF BUSINESS

Issued 06/07/2022

Telephone	FAX	EMAIL Address	WEB Site
(919) 791-2000	(919) 791-2012	ncbels@ncbels.org	www.ncbels.org



2 Project Approach







ABOVE Moseley Architects completed the study that preceded the New Hanover County Division of Juvenile Justice court facility in neighboring Wilmington.

PROJECT UNDERSTANDING

Pender County is one of North Carolina's fastest growing counties. When the courthouse was constructed in the 1930s, the population was 16,000. The population now exceeds 62,000 residents, while the courthouse is still the primary building providing court services.

Challenges

Through the years, the facility has been renovated, and the county has utilized other municipal and leased facilities. None of these spaces were designed for court functions, and, in some cases, they are not secure.

Inadequate Spaces

We understand the existing 33,000-square-foot historic courthouse has not been able to efficiently provide adequate spaces for judicial function since the 1980s. The annex does not allow proper separation of space between the judge's bench, the clerk, and the witness stand.

Safety Issues

Safety issues include having only one entrance and exit in a makeshift courtroom, jeopardizing emergency egress. The weight of records storage puts too much stress on the historic facility. Additional problems include mold and water intrusion, caused in part by damage from past hurricanes.

Expanding Workforce and Functions

We further understand the North Carolina legislature has appropriated funds to create new positions for the county's public defender's office, which creates a need for additional court spaces that will be housed adjacent to the courthouse.

Exploring Solutions

Moseley Architects has developed highly successful techniques for assisting clients in identifying solutions to problems similar to those Pender County now faces as it seeks spaces to consolidate court facilities and related functions, including your judicial chambers, district court, monthly superior



ABOVE Moseley Architects recently partnered with Johnston County on a comprehensive study of its county-owned and leased facilities, including administration, finance, the board meeting room, register of deeds, tax department, and child support, which are located in the historic courthouse.

court, clerk of court, public defender's office, district attorney's office, as well as administrative offices and records storage.

In partnership with the County and representatives from the judicial system, our team will guide the space needs assessment, creating a comprehensive plan for space allocations of your court facilities, addressing your needs for the next 20 years. We will provide the information and tools required to make sound decisions about how to effectively utilize, renovate, or build a new court facility.

Careful analysis of alternatives, knowledgeable investigation of possibilities, and thorough preliminary planning set the stage for effective facility solutions. Through master planning, feasibility studies, option development, and evaluations, we provide information to support sound decision making and to serve as a reference for the coordinated implementation of facility plans over time.

Project Organization

- Establish County/architect communication procedures.
- Identify County stakeholders, including judges, clerks of court, commissioners, sheriff, office administrators, and members of the district attorney's and public defender's office.
- Review project approach and establish County/architect communication procedures.
- Review and refine overall project objectives (e.g., planning horizons, priorities, implementation).
- Determine sources of required data and information.
- Review project approach, schedule, and key issues at kickoff meeting with project stakeholders.

Data Collection and Analysis

- Assemble information on existing space, facilities, and land holdings; review building documentation and observe conditions on-site



ABOVE Begun as a study, Moseley Architects is currently designing Cleveland County's new justice complex, which will include a courthouse, law enforcement center, and detention center.

to include parking, storage, security, and privacy. This will include identifying both physical and operational issues that do not meet modern standards.

- Document key conditions.
- Field measure buildings as required.
- Assemble information on quantity, location, and physical condition of parking.
- Review County facility infrastructure (HVAC, electrical, structural, etc., including capacities, physical condition, and any improvements planned by the County). Analyze re-purpose potential.
- Determine/document existing space allocations.
- Conduct public input meeting(s) as desired by the County.
- Identify potential sites for expansion and/or a new facility or facilities.
- Distribute customized court facility space questionnaires to County stakeholders from the judicial system.
- Research court caseload history; develop and document future projections.

Space Needs Assessment

- Review completed space questionnaires.
- Schedule interviews with stakeholders to determine space needs and functional requirements of the court system.
- Interview stakeholders in their current court locations to learn about current use of the spaces and future needs, potential growth in staffing, and storage needs, etc.
- Evaluate internal circulation patterns and security issues.
- Prioritize needs (e.g., urgent, long term, etc.).
- Determine existing and projected staff levels and allocations, functional relationships and adjacency needs, frequency and type of public contact, required support space, etc.
- Identify current and future technology requirements in consultation with staff.
- Recommend detailed space standards based on the County's needs and goals and applicable codes.
- Document assembled data; review data with appropriate stakeholders; refine and finalize based on feedback.

Program of Space Requirements

- Determine and document space needs in detail for progressive planning horizons (e.g., 5, 10, 20 years).
- Submit draft space requirements to the County and court stakeholders for review.
- Incorporate County and finalize space needs.







- Review completed space needs with County decision-makers.
- Submit preliminary report.

Evaluation of Alternatives

- Analyze facility capacity relative to documented needs (available building area site vs. required space, etc.).
- Develop and review alternative facility concepts, identifying proposed modifications including reallocation, renovation, and restoration of existing space in the historic facility, proposed building additions, and new building construction, to meet identified needs.
- Document each alternative in graphic and written format.
- Develop high level budget estimates and estimated phasing time frame outlines for each alternative.
- Evaluate relative advantages and disadvantages of alternatives.
- Assemble information into draft report and review with the County.
- Conduct public presentation(s) and discussion(s) as desired by the County.
- Assist the County in selecting and refining preferred concepts; finalize phasing/sequencing of plan in accordance with needs priority.

"I simply cannot say enough about the positive and professional manner in which the Moseley team has worked with us. My congratulations to the [York County] Council for their excellent selection of the architect for this [family court] project and the Moss Justice Center."

— Kevin Brackett
Solicitor, 16th Judicial Circuit
(York County Family Court pictured)



Final Report

- Prepare final report of findings to the County Manager, including complete documentation of approved plan with alternatives studies, documentation of data, recommendations, and planning process. This report will include:
  - a comprehensive plan for space allocation that will address the needs of the judicial system for the next 15-20 years. The plan will provide an efficient, effective and functional plan for space needed by staff for the services provided;
  - recommendations for future space requirements of the court system that address court rooms, meeting spaces, staff work spaces, restrooms, storage, both employee and public parking, and other needs discovered during the assessment;
  - recommendations for future space requirements for the courts records storage and general storage, including security, protection from fire and flood damage, work spaces for staff reviewing records, and other needs discovered during the assessment; and
  - recommendations on optimal location of these facilities.
- Based on feedback from the county manager, present to staff and board of county commissioners, judicial system officials, and citizens of Pender County in a public meeting.

Our approach has successfully delivered numerous conceptual planning studies for each aspect of the judicial system. This success is highly contingent upon the locality's involvement through the process, from the project kickoff meeting through the final presentation.

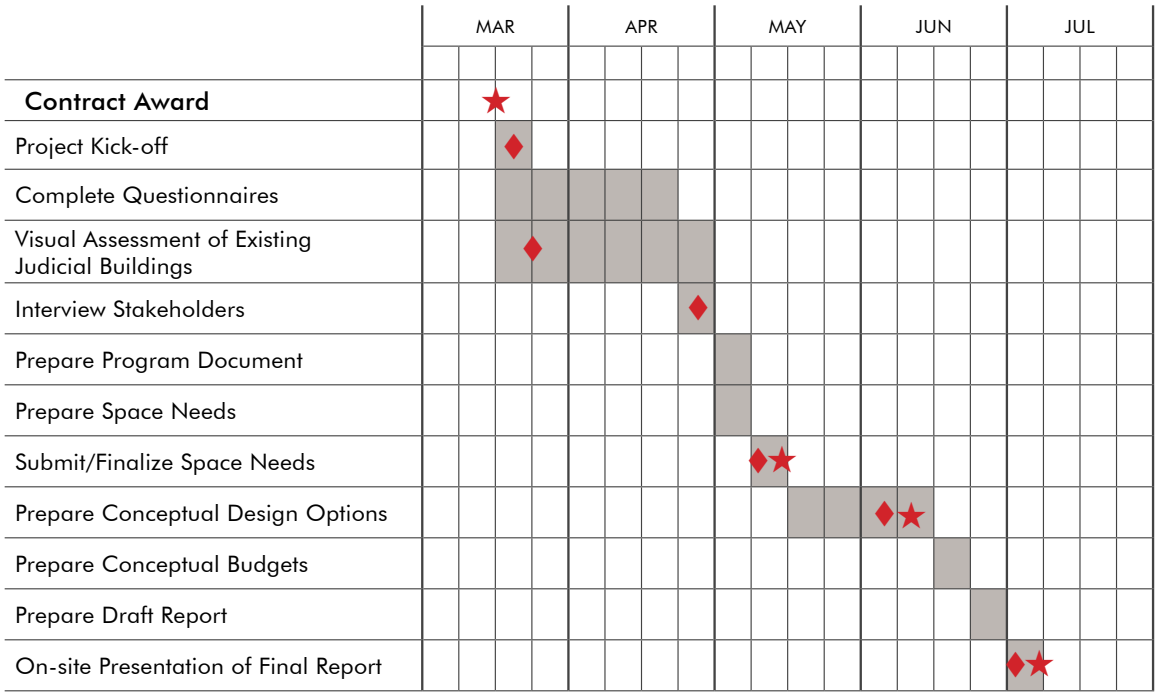
When needs exceed budgets, we can assist you in prioritizing project goals to identify where financial resources should be focused. We can also develop a strategy for phasing facility construction to make it more affordable.

"Moseley Architects' team has done an outstanding job of understanding our needs and fostering a design process that addressed our concerns. Although this project has been complex, their professionals' expertise and interpersonal skills have helped us navigate critical decisions while maintaining consensus among stakeholders."

— Richard Smith
Moore County Capital Projects Manager
(Moore County's new courthouse and existing courthouse renovation pictured)

PROBABLE TIMELINE

The following schedule can be refined and tailored to meet the County's specific scheduling requirements.



★ Indicates County approval

♦ Indicates in-person meetings (as permitted)

Availability

Our team of professionals and support staff are immediately available to serve Pender County. We have the workforce to meet your expectations and provide the required space needs assessment services that meet your timeline and proposed schedule.



3 Experience

New Hanover County Division of Juvenile Justice Court Facility







New Hanover Division of Juvenile Justice Court Study and Design
Wilmington, North Carolina

Moseley Architects assisted New Hanover County in developing options for its juvenile court facility in response to the Juvenile Justice Reinvestment Act that went into effect in 2019. We initially performed a needs assessment and feasibility study of the juvenile services building, which provided the county with the most viable options of either renovating and expanding the facility or building a new dedicated juvenile courts facility. Ultimately, the county elected to demolish the building and construct a new dedicated juvenile justice facility on the site.

The three-story facility includes spaces for two juvenile courtrooms, clerk of court, community justice services, juvenile justice, inmate holding, and district attorney, as well as spaces for the North Carolina Department of Public Safety court counselors.

Client
New Hanover County

Size
38,785 SF

Completion Date
2021

Owner Contact
Kevin Caison
Facilities Project Manager
200 Division Drive
Wilmington, NC 28401
(910) 798-4338

"It's light, it's inviting and I hope they'll find their experience here, one that will change their life and will transform them as much as this building has transformed our work space."
— Chief District Court Judge J. Corpening







Cleveland County Justice Complex Study and Design
Shelby, North Carolina

Moseley Architects is currently partnering with Cleveland County to design a new justice campus that realizes the county's long-term plan for a consolidated court, law enforcement, and detention facility. Prior to design, Moseley Architects collaborated with the county with several needs assessments of the facilities.

The project will comprise a 151,000-square-foot courthouse; a 38,00-square-foot sheriff's office; a 140,000-square-foot detention center with 460 beds; and parking areas.

The court facility will include spaces for superior court, district court, district attorney, adult probation, juvenile probation, clerk of court, a public lobby, security office, and building support.

Client
Cleveland County

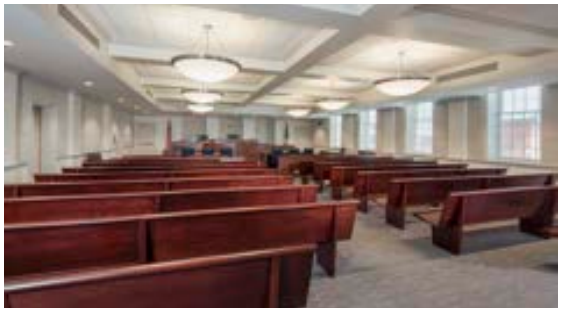
Size
329,000 SF

Completion Date
2026

Owner Contact
Kerri Melton
Assistant County Manager
311 E. Marion Street
Shelby, NC 28151
(704) 484-4816

"It's well planned and well funded. The county will end up with a project the community can be proud of."
– Brian Epley
Former County Manager







Nash County Historic Courthouse Renovation and Addition
Nashville, North Carolina

This expansion of the county's historic courthouse provides additional space for the superior court, district court, clerk of court, the district attorney, and sheriff's office administration. The entire courthouse now comprises over 101,100 square feet.

The project includes a 37,700-square-foot expansion with approximately 4,300 square feet of unfinished shell space. A portion of the shell space was designed for a future courtroom. Areas vacated by the move into the expansion were renovated. The clerk of court and sheriff's office will expand into these vacated spaces. The expansion features an underground tunnel connection to the existing jail for efficient transportation of prisoners to the courtrooms.

"I love the way that you have blended the old and the new here."
— Honorable Paul Newby
State Supreme Court Chief Justice

Client
Nash County

Size
37,700 SF Addition
12,315 SF Renovation

Completion Date
2018

Owner Contact
Jonathan Boone, PE
County Engineer and Public Utilities and Facilities Director
120 W. Washington Street, Suite 2004
Nashville, NC 27856
(252) 462-2613



Transylvania Courts Studies
Brevard, North Carolina

The historic Transylvania County Courthouse, constructed in 1881, is no longer able to provide adequate spaces for judicial functions. Moseley Architects provided three separate courthouse studies that include new construction as well as renovations and additions to the historic courthouse. Juvenile court services have also been included in our studies.

Our 2008 study provided a county court facility space needs assessment and programming study for a new facility to be built adjacent to the public safety facility.

In 2013, we completed a study to expand the existing historic courthouse in downtown Brevard to add courtrooms, secure prisoner transfer and courtroom access, and ancillary spaces for court operations.

In 2014, we updated the original 2008 study to include a new courthouse. The purpose of the study was to determine the most viable location and design to address the critical justice functions for the county going forward regarding cost, security and safety, and future growth needs.

Most recently, in 2023, we have updated our cost estimates for the new facility on the public safety facility site.

Client
Transylvania County

Completion Dates
2008-2023

Owner Contact
Jaime Laughter, County Manager
101 S. Broad Street
Brevard, NC 28712
(828) 884-3194







Lincoln County Courthouse Study and New Courthouse
Lincolnton, North Carolina

Moseley Architects was selected to assist Lincoln County in developing options for its court system functions, which were housed in a historic courthouse. The historic facility was no longer able to provide adequate spaces and security, and did not have adequate handicap-accessibility and parking spaces. We performed a needs assessment and feasibility study, which included options for building a new facility, renovating, or adding to the existing historic courthouse. The county elected to construct a new facility.

We were subsequently retained to provide full design and construction contract administration services for the new 104,000-square-foot facility. The four-story building is intended to meet the court's projected needs for the next 20 years. It encompasses seven courtrooms for district and superior courts, a magistrate courtroom, clerk of court offices, district attorney offices, guardian ad litem offices, and inmate court holding. A secure vehicle sallyport for inmate transport and enclosed, secure judge parking are also provided.

Client
Lincoln County

Size
104,000 SF

Completion Date
2022

Owner Contact
John Henry, Purchasing Agent
353 N. Generals Boulevard
Lincolnton, NC 28092
(704) 736-8478

"Lincoln County began working with Dan Mace and his team in 2017 when they were selected to design the new Lincoln County Courthouse. Their quality and knowledge are among the best."
– John Henry
Purchasing Agent



Moore County Courthouse and Existing Courthouse Renovation
Carthage, North Carolina

This new courthouse will replace the county's existing court facility, which was constructed in the 1970s. It will include six courtrooms, spaces for the clerk of court, guardian ad litem, and inmate holding. The new building will be located on the same site as the existing courthouse and will be connected with an elevated bridge.

The existing courthouse will be renovated for probation and parole offices, district attorney, jury assembly, grand jury, and other related court functions. A new veneer will be applied to match the new courthouse.

The project also creates an urban plaza that will serve as a central gathering space for courts personnel and be shared with the Town of Carthage. It will be bounded by the historic courthouse, the existing courthouse, new courthouse, and the register of deeds building.

Client
Moore County

Size
124,000 SF New Construction
48,000 SF Renovation

Completion Date
2022

Owner Contact
Richard Smith
Capital Project Manager
One Courthouse Square
Carthage, NC 28327
(910) 947-6363

"Moseley Architects' team has done an outstanding job of understanding our needs and fostering a design process that addressed our concerns. Their professionals' expertise and interpersonal skills have helped us navigate critical decisions while maintaining consensus among stakeholders."
– Richard Smith, Capital Project Manager



Caldwell County Courts Space Needs Assessment
Lenoir, North Carolina

Moseley Architects is currently collaborating with Caldwell County on a needs assessment of its existing courthouse, which was constructed in 1905. Growth in and around the county has increased the caseload and overall use of the historic facility. Our team is reviewing building operations to improve safety and efficiency, while also expanding the facility to accommodate growing needs.

Client
Caldwell County

Completion Date
2023

Owner Contact
Jimmy Harrison
Deputy County Manager
905 West Avenue, NW
Lenoir, NC 28645
(828) 757-1300







Rockingham County Judicial Center Master Plan and Design
Reidsville, North Carolina

Begun as a master plan to address needed space and inefficient conditions at the historic courthouse and justice system spaces, this project addresses the county's jail, law enforcement, and court functions. The facility houses the county's jail, law enforcement, and court functions. The three-story courthouse serves as the site's focal point to which the law enforcement and detention center connect.

The courts portion of the facility is home to one superior court, four district courts, and the register of deeds, clerk of court, district attorney, department of corrections, and the day resource center. Each courtroom has an entry airlock to improve acoustics and minimize distractions from the public corridor. Attorney meeting rooms directly off of these vestibules facilitate private attorney/client interaction.

The facility was the first justice complex in the eastern United States to achieve LEED Gold certification.

Client
Rockingham County

Size
176,457 SF

Completion Date
2011

Owner Contact
Lance Metzler, County Manager
371 NC Highway 65
Reidsville, NC 27320
(336) 342-8101

"Rockingham County used Moseley Architects to design our courthouse, detention, and law enforcement center, a public safety answering point facility, and two EMS facilities. I can tell you that my experience with Moseley was extremely pleasant. They did a great job with us and were always conscious of the budget."
— Lance Metzler
County Manager



Craven County Judicial Center Study and Design
New Bern, North Carolina

Moseley Architects evaluated the county's judicial and detention needs, validated a previously determined population projection, and subsequently provided full planning, design, and site selection services for the new justice complex.

Completed in 2009, the Craven County Judicial Center houses several building functions, including a 300-seat district courtroom and a smaller magistrate's courtroom that can also double as a small superior courtroom.

The project also provides offices for the sheriff's staff, detectives, crime scene investigation, jail administration, and patrol division. The detention center was built to house 300 beds with a core designed for 600 beds.

Client
Craven County

Size
109,182 SF

Completion Date
2009

Owner Contact
Steve Creel, Facilities Director
308 New Street
New Bern, NC 28560
(252) 636-6613

"We were impressed with the design, efficiency, and rather practical approach to design, and the attention given to trying to keep cost down initially as well as operationally."

— Harold Blizzard
Former County Manager







Moss Justice Center Expansion and New Parking Deck
York, South Carolina

This expansive multi-phased project encompassed several initiatives, including a judicial and law enforcement facility expansion, a new 300-car parking deck, and renovations that included a new main entrance lobby and security upgrades.

The project features new criminal courtrooms as well as plea, magistrate, and DUI courtrooms. An expanded jury assembly suite and a new, secure staff entry from the parking deck are provided. Offices of the solicitor, public defender, clerk of court, and probation received significant space upgrades including new carpeting, furniture, and light fixtures.

The courts building received a new facade with emphasis on natural light and security.

Law enforcement spaces accommodate administration, investigations, criminal investigation division, patrol, narcotics, and victim advocacy. Public spaces for record identification services and sex offender registry, and a new training classroom and public lobby upgrades are also included.

Client
York County

Size
103,780 SF Exp.; 87,000 SF Ren.

Completion Date
2020

Owner Contact
David Hudspeth
County Manager
6 South Congress Street
York, SC 29745
(803) 684-8511

"The Moss Justice Center's challenging schedule has required intricate coordination with all associated parties. By providing the owner transparency with all construction aspects, the project has progressed successfully and is under budget and on schedule. This allows the county to fully concentrate on the day-to-day needs of its citizens."
— Jay Gaither, Project Manager, Cumming



4 Key Personnel Resumes

Historic Washington County Courthouse Expansion

Pender County

Moseley Architects

Dan Mace	*Managing Principal*
Todd Davis	*Justice Planning and Development*
Bryan Payne	*Project Manager*
John Edmund	*Security Systems Analyst*
Melissa Almond	*Interiors Planner*
Justin Carlson	*Mechanical and Plumbing Engineering Analyst*
William Cary	*Electrical Engineering Analyst*
Steven Cooke	*Structural Engineering Analyst*
Bryna Dunn	*Energy Efficiency Analyst*
Steve Nally	*Constructability Analyst*

WithersRavenel

Joe Byrd	*Civil Engineer*
Owen Gidlow	*Surveyor*

Dan Mace, AIA

Managing Principal
Moseley Architects



Dan will serve as your primary contact and will collaborate with Pender County to establish the overall scope, program, schedule, and budget for your courthouse space needs study. As the team leader, he reviews all documents prior to submittal, monitors production schedules, manages contracts, prepares planning programs and phasing strategies, and oversees cost estimates as needed. Dan has dedicated his career of nearly four decades to providing innovative planning and design services for government entities. This encompasses the design of over 8,300,000 square feet in architecture for public sector clients.

Education
Master of Architecture, 1987

Bachelor of Architecture, 1984

Registrations
Architect: NC, KS, SC, TN, VA

LEED Accredited Professional

National Council of Architectural Registration Board

Affiliations
American Institute of Architects

AIA Committee on Architecture for Justice

National Sheriff's Association

American Jail Association

NC Sheriff's Association

NC Jail Administrator's Association

NC Association of County Commissioners

NC City & County Management Association

NC League of Municipalities

Relevant Projects

- Pender County Law Enforcement Complex Study and Design
- Burke County Master Facility Plan and Space Needs Assessment
- Cleveland County Justice Center Study and Design
- Craven County Justice Center Master Study and Design
- Davie County Comprehensive Master Facility Plan and Space Needs Assessment (including courthouse)
- Graham County Justice Center
- Halifax County Court Services Building Renovation
- Hamblen County Justice Center Study and Design
- Hampton County Historic Courthouse Renovation and Addition
- Lee County Court Facilities Study
- Lincoln County Courthouse Study and Design
- Macon County Comprehensive Master Facility Plan and Space Needs Assessment (including courthouse)
- Marion County Family Court Building Study and Renovation
- Moore County Courthouse and Court Facilities Renovation
- Nash County Historic Courthouse Renovation and Expansion
- New Hanover County Juvenile Courts Study and Design
- Rockingham County Justice Center Master Plan and Design
- Transylvania County Courthouse Studies
- York County Family Court
- York County Moss Justice Center Renovation and Expansion

Todd Davis, CJE, NCCE

Justice Planning and Development
Moseley Architects



Certifications

Certified Jail Executive

Criminal Justice Instructor Certificate

Advanced Certificate in Detention from the North Carolina Sheriff's Education and Training Standards Commission

National Institute for Jail Operations Certified Accreditation Auditor

National Certified Correctional Executive

Affiliations

National Institute of Jail Operations, Jail Training Advisory Council

National Sheriff's Association

NC Sheriff's Association

NC Association of County Commissioners

NC City & County Management Association

Recognition

NIJO Executive Director's Award, 2021

Todd is a specialist in justice facility planning, risk management, and operations. He provides in needs assessment and feasibility studies; staffing and operations planning and budgeting services; activation and transition consulting services; and contracted services reviews. A former major with the Alamance County sheriff's department, he collaborates with our architectural team to shape design options.

Relevant Projects

- Pender County Law Enforcement and Detention Center Study
- Cleveland County Courts Study
- Cleveland County Justice Complex
- Davie County Comprehensive Facilities Study (including courthouse)
- Graham County Justice Center
- Halifax County Court Services Building Renovation
- Hamblen County Justice Center Study and New Justice Center
- Lincoln County Courthouse Study and New Courthouse
- Loudon County Criminal Justice Needs Assessment and Feasibility Study
- Macon County Comprehensive Facilities Study (including detention center)
- Macon County Comprehensive Facilities Study (including courthouse)
- Moore County Courthouse and Court Facilities Renovation
- Nash County Courthouse Expansion
- York County Moss Justice Center Renovation and Expansion
- Bladen County Law Enforcement Center
- Town of Elon Municipal Building and Police Station Study
- Town of Gibsonville Police Department Needs Assessment
- Granville County Law Enforcement Center
- Johnston County Public Safety Complex
- Polk County Law Enforcement Center
- City of Washington Combined Police and Fire Station Study
- Yancey County Public Safety Facility

Bryan Payne, Associate AIA, CDT

Project Manager
Moseley Architects



Education
Associate of Applied Science, Architectural Technology, 1994

Certification
Construction Documents Technologist

Affiliations
American Institute of Architects

American Correctional Association

Bryan will coordinate project developments on a day-to-day basis and facilitate effective communication between Moseley Architects, Pender County, and all members of the project team. He will lead your space needs assessment through key schedule milestones, monitoring schedule, quality, and budget in order to fulfill your goals.

Relevant Projects

- Pender County Law Enforcement and Detention Center
- Cleveland County Courts Study
- Cleveland County Justice Complex
- Hamblen County Justice Center
- Lincoln County Courthouse
- Macon County Master Facility Plan and Needs Assessment (including courthouse)
- New Hanover County Division of Juvenile Justice Facility
- Cleveland County 911 Center
- Cleveland County Detention Center Expansion Study
- Davidson County Jail Study Update and New Detention Center
- Duplin County Detention Center
- Lincoln County Academy and Medical Arts Renovation
- Lincoln County Detention Center Expansion
- Lincoln County Emergency Services Facility
- Lincoln County Detention Center Expansion
- Marion County Detention Center Expansion
- Nash County Detention Center Expansion Study
- Nash County Detention Center Expansion
- Wake County City-County Bureau of Investigation DNA Lab Renovation
- Wake County Sheriff's Simunitions Center Study
- Wayne County Existing Jail Study and Replacement Jail
- Wayne County Replacement Jail

John Edmund

Security Systems Analyst
Moseley Architects



John collaborates with owners to assess the needs of the project and makes recommendations on ways to improve the security via electronics hardware or other means as needed. He has overseen the planning, design, and integration of security systems on dozens of judicial facility projects that have included access control, intercom and audio, locking controls, video management systems, intrusion alarms, lighting control, and integrated group control systems.

Relevant Projects

- Pender County Law Enforcement and Detention Center
- Augusta County Courts Complex
- Historic Juvenile and Domestic Relations Courts Facility Renovation and Addition, Albemarle County and City of Charlottesville
- Cleveland County Justice Complex
- Davie County Master Facility Plan and Needs Assessment (including courthouse)
- Graham County Justice Center
- Hamblen County Justice Center Study and Design
- King George County Courthouse
- Lincoln County Courthouse Study and New Courthouse
- Macon County Master Facility Plan and Needs Assessment (including courthouse)
- Moore County Courthouse and Court Facilities Renovation
- Nash County Courthouse Renovation and Expansion
- New Hanover County Division of Juvenile Justice Facility
- City of Petersburg Juvenile and Domestic Relations Courthouse Renovation
- Powhatan County Courthouse Sallyport Addition
- City of Richmond Manchester Courts CCTV and Card Reader Upgrades
- Spotsylvania County Judicial Center Renovation and Addition Feasibility Study and Phase I Design
- Washington County Courthouse Expansion
- York County Moss Justice Center Renovation and Expansion

Training
AMAG Symmetry

GE Cimplicity

Indusoft Web Studio

Rockwell Automation

Affiliation
American Jail Association

Melissa Almond, NCIDQ

Interiors Planner
Moseley Architects



Education
Bachelor of Science,
Interior Design, 2005

Registrations
National Council for Interior Design Qualification

LEED Accredited Professional

Affiliation
International Interior Design Association

Melissa has been with Moseley Architects for more than 15 years, during which time she has been dedicated to local government planning and design. She will collaborate with Pender County and project team to assess the functionality and efficiency of the existing spaces, as well as provide guidance for spatial modifications, furniture layouts, products, and materials and finishes.

Relevant Projects

- Pender County Law Enforcement and Detention Center
- Cleveland County Justice Facility
- Craven County Judicial Center
- Hamblen County Justice Center
- Davie County Detention Center
- Hanover County District Courthouse Adaptive Reuse
- Henderson County Court Services Facility Adaptive Re-use
- Lincoln County Courthouse
- Marion County Mary E. Buchan Family Court Center Renovation
- New Hanover County Division of Juvenile Justice Court Facility
- Washington County Courthouse Expansion
- Duplin County Detention Center
- Dorchester County Detention Center
- Granville County Law Enforcement Center
- Guilford County Detention Center Expansion
- Harnett County Law Enforcement Center
- Henderson County Law Enforcement Center
- Johnston County Detention Center
- Johnston County Public Safety Facility
- Mecklenburg County Arrest Processing Center Renovation
- Orange County Detention Center
- Polk County Law Enforcement Center
- Sumter County Law Enforcement Center
- City of Washington Police Station

Justin Carlson, PE

Mechanical and Plumbing Engineering Analyst
Moseley Architects



Education
Master of Science, Mechanical Engineering, 1999

Bachelor of Science, Mechanical Engineering, 1994

Registrations
Engineer: NC, FL, GA, SC

LEED Accredited Professional

National Council of Examiners for Engineering and Surveying

Justin has over 25 years of experience in mechanical engineering, including calculating HVAC loads, designing mechanical systems, conducting life cycle cost analyses, and producing construction documents and specifications. He also surveys and assesses existing mechanical systems. Justin is committed to creating facilities that are energy efficient, employing a number of strategies to reach this goal, including eliminating unnecessary first cost and energy waste. Justin will facilitate additional HVAC supply if required by the recommended security electronics systems.

Relevant Projects

- Cleveland County Courthouse Study
- Cleveland County Justice Complex
- Davie County Comprehensive Master Facility Plan and Space Needs Assessment (including courthouse)
- Granville County Law Enforcement Center
- King George County Courthouse
- Lee County Court Facilities Renovations and Needs Assessment
- Macon County Comprehensive Master Facility Plan and Space Needs Assessment (including courthouse)
- Moore County Courthouse and Existing Courthouse Renovation
- Nash County Courthouse Renovation and Expansion
- New Hanover County Division of Juvenile Justice Facility
- Polk County Law Enforcement Center
- Washington County Courthouse Expansion
- York County Family Court
- Davidson County Detention Center
- Davie County Detention Center
- Iredell County Detention Center Expansion
- Johnston County Detention Center
- Johnston County Public Safety Facility
- Lincoln County Emergency Services Facility
- Lincoln County Detention Center Expansion

William Cary, PE

Electrical Engineering Analyst
Moseley Architects



Education
Bachelor of Science, Electrical Engineering Technology, 1983

Associate of Science, Electronics Technology, 1981

Registrations
Engineer: NC, SC, VA

William's qualifications include site investigation, power systems design, communication systems design, lighting design, emergency power systems, and fire alarm system design. He produces drawings, specifications, and system schematics for complicated design tasks, such as layouts of electrical rooms and power riser diagrams. He executes calculations, using engineering formulas and skills for lighting and power distribution. William also researches design options and documents findings for the project manager.

Relevant Projects

- Pender County Law Enforcement and Detention Center
- Burke County Master Facility Plan and Space Needs Assessment (including courthouse)
- Caldwell County Courts Space Needs Assessment
- Cleveland County Courthouse Study
- Cleveland County Justice Complex
- Davie County Comprehensive Master Facility Plan and Space Needs Assessment (including courthouse))
- Hamblen County Justice Center
- Henrico County Magistrate's Office Renovation
- Lincoln County Courthouse Study and New Courthouse
- Macon County Comprehensive Master Facility Plan and Space Needs Assessment (including courthouse)
- Moore County Courthouse and Court Facility Renovation
- Powhatan County Sallyport Addition to Historic Courthouse
- Scott County Courthouse Space Needs Assessment
- Shenandoah District Courts Building
- Smyth County Courthouse Expansion
- Washington County Courthouse Expansion
- City of Winchester-Frederick County Joint Judicial Center Improvements
- York County Family Court
- York County Moss Justice Center Renovation and Addition

Steven Cooke, PE

Structural Engineering Analyst
Moseley Architects



Education
Bachelor of Science, Civil Engineering, 2003

Registrations
Engineer: SC, GA, NC, WA

National Council of Examiners for Engineering & Surveying

LEED Accredited Professional

Affiliations
American Institute of Steel Construction

American Society of Civil Engineers

Steven evaluates existing facilities for expansion and renovation potential from a structural perspective. He will determine the appropriate structural support system for your project and then calculate the gravity and lateral forces that it will need to withstand during their use. He will then analyze these forces and use them to provide the correctly sized beams, columns, foundations, and lateral system to provide for an efficiently sized structural system.

Relevant Projects

- Pender County Social Services, Law Enforcement, Detention, and E-911 Study
- Cleveland County Justice Complex
- Hamblen County Justice Center
- Hanover County Courts Building
- City of Fredericksburg Courts Facility
- Henderson County Court Services Renovation
- Lincoln County Courthouse
- Marion County Mary E. Buchan Family Court Center Renovation
- Moore County Courthouse and Court Facilities Renovation
- New Hanover County Juvenile Courts Facility
- Scott County Courthouse Space Needs Assessment and Facilities Master Plan
- York County Moss Justice Center Renovation and Expansion
- York County Family Court
- Bladen County Law Enforcement Center
- Colleton County Law Enforcement Center
- Davie County Detention Center
- Granville County Law Enforcement Center
- Henderson County Law Enforcement Center
- Johnston County Public Safety Complex
- Mitchell County Law Enforcement Center Renovation
- Polk County Law Enforcement Center
- Sumter County Law Enforcement Center

Bryna Dunn, AICP, LEED Fellow

Energy Efficiency Analyst
Moseley Architects



Bryna focuses exclusively on advancing the implementation and effectiveness of environmentally responsible design principles. She works directly with clients to develop project goals, life-cycle economic-payback analyses, and appropriate communications about the high performance accomplishments and pursuit of Leadership in Energy and Environmental Design.

Relevant Projects

- Albemarle County and City of Charlottesville Juvenile and Domestic Relations Court Expansion and Renovation
- City of Colonial Heights New Courthouse Bridging Documents—LEED Silver
- City of Fredericksburg General District and Circuit Court Building
- Hanover County Courts Building
- Isle of Wight County Young–Laine Courts Facility—LEED Silver
- Prince William County Judicial Center Addition
- City of Richmond John Marshall Courts Building Expansion
- Rockingham County Judicial Center—LEED Gold
- Shenandoah County District Courts—LEED Certified
- Spotsylvania County Circuit Court Building
- Charlotte–Mecklenburg Police Department–Independence Division Station—LEED Silver
- Chesterfield County Smith-Wagner Building Renovation and Addition—LEED Certified
- Fairfax County McLean District Governmental Center and Police Station Renovation and Addition—LEED Gold
- Rockingham Youth Development Center, North Carolina Department of Public Safety
- Raleigh Law Enforcement Training Center—LEED Silver
- Transylvania County Jail and Public Safety Facility—LEED Silver
- Camp Lejeune MCIEAST Regional Brig, United States Navy—LEED Gold
- Camp Lejeune French Creek Mess Hall, United States Navy—LEED Platinum

Education
Master of Environmental Planning, 1997

Bachelor of Biology and Environmental Science, 1993

Certification
Executive Education in Sustainability Leadership, Harvard University, 2014

Registrations
American Institute of Certified Planners Certified

Green Classroom Professional

Guiding Principles Compliance Professional

LEED Fellow

Affiliations
American Institute of Architects, Associate Member

American Institute of Certified Planners

American Planning Association

Steve Nally

Constructability Analyst
Moseley Architects



Registrations
Green Classroom Professional

LEED Accredited Professional

Affiliation
American Institute of Architects, associate member

Steve will lead the constructability analysis and any subsequent construction contract administration efforts for our team. His 35 years of experience in the construction industry will provide our team with a reliable cost benefit analysis of your site and building conditions.

Relevant Projects

- Cleveland County Justice Facility
- Craven County Judicial Center
- Hamblen County Justice Center
- Lee County Historic Courthouse and Fireplace Building Renovations
- Lincoln County Courthouse
- Moore County Courthouse and Court Facilities Renovation
- Nash County Courthouse Renovation and Addition
- New Hanover County Division of Juvenile Justice Court Facility
- Rockingham County Judicial Center
- Washington County Courthouse Expansion
- York County Family Court
- York County Moss Justice Center Renovation and Expansion
- Bladen County Law Enforcement Center
- Charlotte-Mecklenburg Police Department - Independence Station
- Colleton County Law Enforcement Center
- Davie County Detention Center
- Edgefield County Law Enforcement Center
- Granville County Law Enforcement Center
- Iredell County Detention Center Expansion
- Johnston County Detention Center
- Johnston County Public Safety Facility
- Lincoln County Emergency Services Center
- Nash County Detention Center Renovation and Addition
- Polk County Law Enforcement Center
- City of Raleigh Law Enforcement Training Center



ABOVE Moseley Architects and WithersRavenel are currently collaborating on the Pender County Law Enforcement and Detention Center.

CONSULTANTS

WithersRavenel–Civil Engineer and Land Surveyor

219 Station Road, Suite 101, Wilmington, NC 28405

Founded in 1983, WithersRavenel serves an array of clients through innovative and cost-effective engineering solutions. The firm specializes in site planning and design, cost-benefit analyses, value engineering, and construction contract administration services. In addition, the firm has the expertise to provide water, wastewater, and stormwater infrastructure design; stormwater management plans; grading plans; sedimentation and erosion control plans; transportation planning and design; surveying; and a full suite of environmental due diligence services that meet local and state regulations.

WithersRavenel has served Pender County since 2005 on upgrades to your GIS and 911 services, including annual maintenance, and is currently partnering with Moseley Architects on your new law enforcement and detention Center.

The firm has also recently collaborated with Moseley Architects on the Caldwell County Courthouse space needs assessment, Cleveland County Justice Complex, Graham County Justice Center, Moore County Courthouse and existing courthouse renovation, and New Hanover County Division of Juvenile Justice facility, as well as local government projects in Duplin, Macon, Mitchell, Surry, and Yancey counties, and the City of Washington.

Surveying Capabilities

Each engineering design project is built upon a foundation of geomatics, including land surveying, geographic information systems (GIS), remote sensing, and subsurface utility engineering. WithersRavenel provides efficient, accurate, and reliable geomatics services. Automated digital data collection in the field, combined with fully integrated workstations in the office, provides both speed and accuracy in each project the firm delivers.

Joe Boyd, PE

Civil Engineer
WithersRavenel



Education
Bachelor of Science, Civil Engineering, 2005

Registration
Engineer: NC, SC

Affiliations
Town of Belville Planning Board, Vice Chairman, 2009–Present

Wilmington Urban Area Metropolitan Planning Organization Bicycle and Pedestrian Committee, 2014–Present

Joe is a civil engineer with experience in site design, municipal water distribution and treatment systems, wastewater collection and treatment systems, stormwater treatment devices, and construction management. His expertise includes the design of water mains, water booster pumping stations, and elevated water tanks. He also has experience in the design of sewer mains, submersible and above-grade sewage pump stations, and the creation and calibration of large models of water distribution systems and sewage collection systems, including alternative wastewater designs.

Relevant Projects

- Pender County Law Enforcement and Detention Center*
- New Hanover County Juvenile Courts*
- New Hanover County Emergency Logistics Center and Backup Emergency Operations Center*
- City of Washington Police Station*
- Pender County Correctional Institute Gatehouse, North Carolina Department of Public Safety
- Southwater Village Development, Pender County
- Town of Carolina Beach State Park Wastewater Evaluation
- City of Cleveland Amity Hill Pump Station Replacement
- City of Clinton Water and Wastewater Study
- Town of La Grange Well Design, Funding, and Construction
- Town of Maple Hill Wastewater Collection and Treatment System
- Morehead City Wood Chip Facility, North Carolina State Ports Authority
- City of Wilmington The Cape Wastewater Treatment Plant Improvements, Wilmington
- City of Wilmington North Carolina Ports
- Beau Coast Phases 1 and II, Beaufort
- Belville Commons, Belville
- Two Eleven Midway, Brunswick County

*Partnered with Moseley Architects

Owen Gidlow, PLS

Surveyor
WithersRavenel



Education
Associate of Arts, 1981

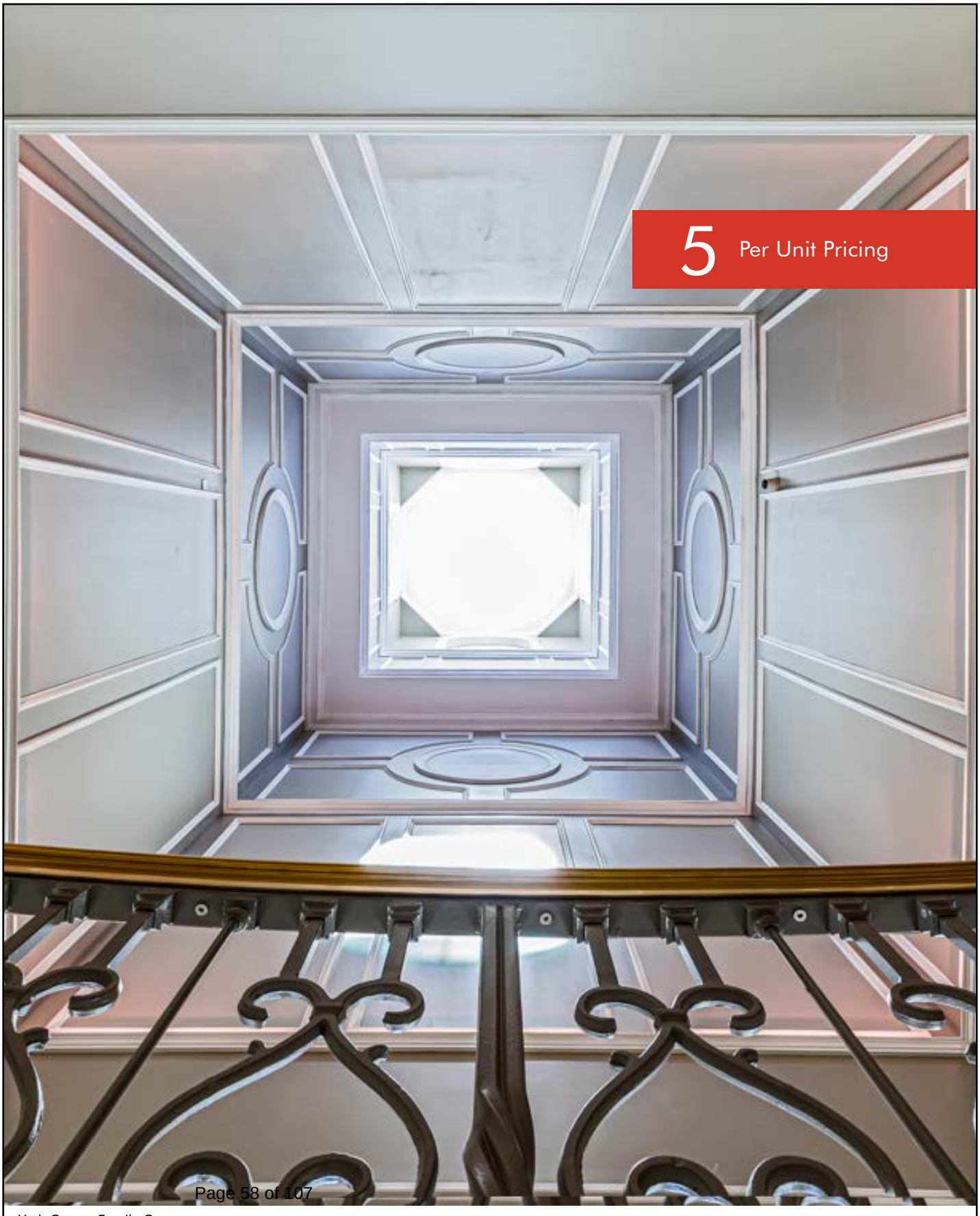
Registration
Professional Land Surveyor: NC

Owen has directed and performed each aspect of field survey tasks using conventional, robotic, laser, and GPS survey equipment. He has used post-processing and associated mapping software, including NCDOT-required MicroStation and GEOPAK, McDonnell Douglas Vax Station, AutoCadd Softdesk, Carlson, Hewlett Packard, Board Drafting and "Long Hand" processing and mapping of survey data. He is certified in OSHA 40 Hour Hazwoper and Eight-hour refresher classes.

Relevant Projects

- Pender County Law Enforcement and Detention Center*
- Pender County Correctional Institute Gatehouse Americans with Disabilities Act, North Carolina Department of Public Safety
- Town of Burgaw Courthouse Avenue Improvements
- Cape Fear Public Utility Authority On-Call Water Distribution and Sewer Collection Professional Services
- Craven County Survey Services
- Craven County Industrial Park Water and Sewer Expansion
- Castle Hayne Water and Sewer Expansion, Wilmington
- Boundary and Wetlands, Belville
- Certified Surveys and Elevation Certificates for Individual Clients, Brunswick County Beaches
- Town of Leland Jackeys Creek Survey Services

*Partnered with Moseley Architects



5 Per Unit Pricing

York County Family Court



ABOVE Moseley Architects is currently partnering with Pender County on your new law enforcement and detention center, which began as a study in 2011. During this time, we have formed strong relationships with your staff and decision makers, and we understand your methodologies and working processes.

Moseley Architects' Billing Rates
January 1–December 31, 2023

Architecture	
Principal	$249
Senior Project Manager	$228
Project Manager	$179
Architect	$171
Project Designer	$113

Mechanical, Electrical, and Plumbing Engineering	
Engineering Director	$249
Senior Engineer	$200
Engineer/Designer	$163
Intern Technician	$113

Structural Engineering	
Engineering Director	$249
Senior Engineer	$179
Engineer/Designer	$149
Intern Technician	$113

Sustainability Planning	
Sustainability Planning Director	$200
Energy Analyst	$167



Sustainability Coordinator	$149
Security Systems Planning	
Security Design Specialist	$215
Interior Design	
Interior Designer Director	$200
Senior Interior Designer	$134
Project Interior Designer	$113
Construction Contract Administration	
Construction Contract Administrator	$171
Justice	
Justice Planner	$249
Specification Writing	
Specification Writer	$171
Administration and Marketing	
Administration	$79

"The professionals at Moseley Architects do an outstanding job of understanding our needs and fostering a design process in which we felt our concerns were addressed. Their expertise and interpersonal skills enable them to be strong leaders who effectively facilitate the complex design and construction administration process."

– Dr. John Crumpton
Former Lee County Manager
(Lee County's historic register of deeds office renovation pictured)

6 References



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Cleveland County Courthouse



ABOVE Prior to our design of the new Cleveland County Justice Complex, Moseley Architects completed numerous studies of its judicial facility needs.

CLIENT REFERENCES

Our clients consistently report that we deliver services that exceed their expectations. We encourage the Pender County to contact the following individuals to inquire how they would rate our experience, technical capabilities, and qualifications. We value the relationships with our clients who, like you, have the responsibility of providing excellent services to their communities.

New Hanover County Division of Juvenile Justice Court Facility Study and Design
Hon. J.H. Corpening II, Chief District Judge
5th Judicial District, New Hanover and Pender Counties
(910) 772-6612

Kevin Caison, Facilities Project Manager
200 Division Drive
Wilmington, NC (910) 798-4338
(910) 798-4338 | Kcaison@nhcgov.com

Lincoln County Courthouse Study and Design
John Henry, Purchasing Agent
353 N. Generals Boulevard
Lincolnton, NC 28092
(704) 736-8478 | Jhenry@lincolncounty.org

Cleveland County Justice Complex Study and Design
Kinsley Craig, Superior Court Trial Court Coordinator
100 Justice Place
Shelby, NC 28150
(704) 476-7816

Kerri Melton, Assistant County Manager
311 E. Marion Street
Shelby, NC 28151
(704) 484-4816
Kerri.melton@clevelandcounty.com

Moore County Courthouse and Existing Courthouse Renovation
Richard Smith, Capital Project Manager
One Courthouse Square
Carthage, NC 28327
(910) 947-6363 | Rsmith@moorecountync.gov

QUENTIN T. SUMNER
SENIOR RESIDENT SUPERIOR COURT JUDGE
Post Office Box 1215
Rocky Mount, N.C. 27802-1215
Telephone (919) 459-4707

3 February 2021

Moseley Architects
3200 Norfolk Street
Richmond, VA 23230

RE: Letter of Recommendation

To whom it may concern:

I am writing to share my thoughts on our experience in working with the Moseley Architects team on our recent courthouse expansion project. Our relationship with the firm began with the planning and needs assessment process and extended through design and construction. Immediately from our first contact with them they impressed us with their enthusiasm and commitment to ensuring our existing and future needs were addressed.

We especially appreciated their focus on quality, collaboration, and their eagerness to design a solution that focused on our unique needs. I feel compelled to note that the design needed to consider the historical aspects of our existing courthouse. The Moseley Architects team rose to the challenge of designing a solution that was respectful, creative, cost-effective, and blended seamlessly with our existing building.

The Moseley Architects team worked extremely well with our various groups of project stakeholders. In addition, they were professional, knowledgeable, and trustworthy throughout the entire project, and I felt confident they had our best interests in mind. Furthermore, I enjoyed working with them on our courthouse expansion and renovation project. I would not hesitate in recommending them to other counties or municipalities who need a court-focused architect.

Sincerely,

QUENTIN T. SUMNER

QTS/

NOT PRINTED AT GOVERNMENT EXPENSE

NEW HANOVER COUNTY

PROPERTY MANAGEMENT

200 Division Drive, Wilmington, NC 28401

P: (910) 798-4330 | F: (910) 798-7830 | NHCgov.com

Sara Warmuth, Director

January 20, 2022

To Whom It May Concern,

New Hanover County has an outstanding relationship with Moseley Architects. We have worked with the firm since 2017 on projects that include a study of our juvenile justice court facility, design of the juvenile court facility, and design of our new emergency logistics center. New Hanover County has found the firm to be committed to customer service, offers a wide range of in-house design professionals, and has the ability to manage the design process to meet our expectations.

The professionals at Moseley Architects do an outstanding job of understanding their client's needs and maximizing the collaborative spirit through the design workshop process. Their expertise and interpersonal skills enable them to be strong leaders who effectively facilitate the complex design and construction contract administration process. Moseley Architect's process brings together diverse views and organizes them into a cohesive vision for the community and future needs.

Looking beyond scope, schedule, and budget, Moseley Architects is a firm you can count on for professionalism, honesty, and integrity. They are trusted partners and advisors in the development of our government facilities. In my opinion, Moseley Architects has provided New Hanover County with an unmatched level of experience and professionalism in design and construction contract administration. I would be proud to recommend the firm to any local government.

Sincerely,

Kevin Caison

Kevin Caison, NHC Facilities Project Manager

J. Wayne Vest
County Manager

Janet Parris
Assistant County Manager

Tami Golden
Internal Auditor

Mary Phillips
Administrative Assistant

County of Moore
Administration

February 1, 2022

RE: **Letter of Reference for Mosley Architects**

Richard Smith – Capital Projects Manager County of Moore NC

To whom it may concern:

In 2017, we made the first steps in realizing a monumental goal that had been discussed for at least a decade — a new courthouse and a renovation of our existing courthouse. The success of a project of this size, scope, and significance hinges on finding the right partner for the job. We selected Moseley Architects for their extensive experience designing judicial facilities in the Southeast, their wide range of in-house design services, and their ability to manage the design process to meet our expectations.

We are extremely happy with Moseley Architects' customer service and the quality of their work. The uptown site's small size presented a considerable challenge, but they designed a modern courthouse and urban plaza that made the most of the limited land. Connecting to the existing operating courthouse creates significant phasing and coordination issues, and Moseley has successfully addressed these – all while staying within our allocated budgetary funding.

Moseley Architects' team has done an outstanding job of understanding our needs and fostering a design process that addressed our concerns. Although this project has been complex, their professionals' expertise and interpersonal skills have helped us navigate critical decisions while maintaining consensus among stakeholders.

Over the last five years, Moseley Architects has proven to be a partner we can count on for professionalism, honesty, and integrity. I would be proud to recommend them to other public sector clients.

Kind Regards:

Richard Smith – CPM
County of Moore NC

P. O. Box 905, Carthage, NC 28327 - Telephone: (910) 947-6363 –Fax: (910) 947-1874

LINCOLN COUNTY FACILITIES MANAGEMENT
JOHN HENRY, FACILITIES MANAGEMENT DIRECTOR

January 6, 2022

Letter of Recommendation – Moseley Architects, 6210 Ardrey Kell Rd., Suite 425 Charlotte, NC 28277

To Whom It May Concern:

Lincoln County began working with Dan Mace and his team at Moseley Architects in 2017 when they were selected to design the new Lincoln County Courthouse. Due the partnership that was developed during the courthouse design and Moseley's qualification, they were selected to design Lincoln County's Emergency Services Center and as Design-Build partner with Barnhill Contracting Company for the Academy/Med Arts Renovation project. They have shown the utmost integrity and professionalism on all County projects. Their quality and knowledge are among the best.

Lincoln County will continue to contract with Dan Mace and his team at Moseley Architects on future projects.

If further information is required, please contact me.

Regards,

John Henry

o. 704-736-8478 jhenry@lincolncounty.org P.O. Box 738 | LINCOLNTON NC 28093
353 N. GENERALS BLVD | LINCOLNTON NC 28092

31 January 2022

Moseley Architects
911 North West Street, Suite 205
Raleigh, N.C. 27603

RE: Letter of Recommendation

To whom it may concern:

Lee County has partnered with Moseley Architects on the recent Historic Courthouse and Fireplace Building Renovations. We selected Moseley Architects due to their extensive experience designing public facilities and in particular complex renovation projects, committed customer service, wide range of in-house design professionals, and ability to manage the design process to meet our expectations.

We were extremely happy with the service and design the Moseley Architects team provided. The professionals at Moseley Architects do an outstanding job of understanding our needs and fostering a design process in which we felt our concerns were addressed. Their expertise and interpersonal skills enable them to be strong leaders who effectively facilitate the complex design and construction administration process. Overall, our team and community are pleased with the process and the project outcome.

Moseley Architects is a firm you can count on for professionalism, honesty, and integrity. I am pleased to recommend Moseley Architects for your next project.

Sincerely,

Dr. John Crumpton
County Manager

Fentress
INCORPORATED
945 Sunset Valley Drive
Sykesville, Maryland, USA
www.fentress.com

PENDER COUNTY, NC
SPACE NEEDS ASSESSMENT



Fentress
INCORPORATED
Facility Planning and Analytics

Pender County, NC Finance Department
Attn: Trisha Newton
Purchasing Manager
P.O. Box 1578
Burgaw, NC 28425

March 2, 2023

Dear Ms. Newton,

On behalf of Fentress Incorporated, I am pleased to present this proposal for the Pender County Space Needs Assessment.

As a courthouse planning firm, we have evaluated and assessed over 1,000 federal, state, and local court facilities across the United States. Our courthouse needs assessment services have resulted in a best practices award for innovation in real property management from the U.S. General Services Administration as well as a merit award from the American Planning Association.

We would like to assist the county by applying our court planning knowledge and proven best practices to assessing the Pender County court facilities, related offices, and associated storage needs. Our mission is to work with you to develop a realistic plan for the court facilities that meets the county's 20-year needs and is both functional and secure. We have a demonstrated ability to provide high-profile needs assessment services for courts on time and within budget.

We appreciate the opportunity to offer our services for this important effort. Thank you for considering our proposal.

Regards,

Keith Fentress
President

CONTENTS

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1. FIRM INFORMATION

Since its inception in 1988, Fentress Incorporated has been an innovative real property consulting firm specializing in courthouse needs assessments and planning. Headquartered in Sykesville, Maryland, we are a small business comprised of 11 individuals with skills in the areas of project management, on-site meeting facilitation, architecture, analytics, strategic planning, and statistics - all skills that are critical to a successful courthouse planning effort. We have operated under the same business name and organizational structure for the past 35 years.

Fentress has helped its clients develop award-winning facility planning and programming practices. Fentress assisted the Administrative Office of the U.S. Courts in developing a long-range facility planning program, which won a best practices award for innovation in real property management from the U.S. General Services Administration (GSA). According to the GSA, the program "communicates the courts' needs for space and facilities to GSA in a way that results in the best value to the taxpayer." More recently, in 2017, the program also won a merit award from the American Planning Association.

As courthouse planning consultants, Fentress provides county administrators, courthouse occupants, and architectural firms with a clear understanding of specific courthouse space requirements. Our knowledge of courthouse design standards, adjacencies, technology, and security enables our clients to effectively plan for space that enhances their operations. Our services help our clients accurately identify and justify space needs for both new facilities and renovation projects.

Fentress is proposing a set of needs assessment services for Pender County that is designed to engage all stakeholders from the beginning of the analysis through the project's completion. Through the blend of input provided by members of the Pender County Court System and other stakeholders, and a thorough study of the trends and data unique to the court, the Fentress team will deliver a comprehensive needs analysis. This analysis will provide the county with critical information to address existing deficiencies, expand or improve upon current operational efficiencies, make recommendations for whether the court system should renovate existing facilities or build new facilities, and plan effectively for growth.

We maintain a library of over 500 performance metrics for courthouses, which enables us to objectively assess the functionality of an existing courthouse and quantify the improvement that could be gained by pursuing facility projects. Utilizing our innovative Courthouse Operations Realtime Evaluation (CORE) tool, we measure court functionality, security, building condition, space standards, and technology. This helps our clients objectively understand their courthouse deficiencies and determine the most cost-effective strategies for improving existing space. Our courthouse planning efforts have resulted in our clients being able to justify a collective need for over $4.1 billion in court project funding.

Courts throughout the nation face many challenges related to a shifting population base, increases in caseload, complexities in workload, and changing logistical space needs resulting from an increase in hybrid work that could have an impact on courthouse operations. While many of these issues are prevalent in courts throughout the nation, each project is unique in the challenges it faces. The community's rich history, location, culture, and the court's operational practices must be taken into consideration when assessing the current facilities and developing plans for the future.

1.1 Contact Information and Applicable Licenses

Keith Fentress, President of Fentress Incorporated, is the contact person for this project. His contact information follows:

945 Sunset Valley Drive
Sykesville, MD 21784
Phone: 888-329-0040
Email: Keith.Fentress@fentress.com

Matt Hemphill, the project manager on this project, is a Registered Architect and a current member of the American Institute of Architects.


DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

21 0080500

License Type
Registered Architect

MATTHEW HEMPHILL
2636 BIRNEY AVENUE
SCRANTON, PA 18505

License Status
Active

Initial License Date
06/05/2001

License Number
RA015008X

Expiration Date
06/30/2023

Commissioner of Professional and Occupational Affairs

Signature

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 PA.C.S.S. 4911

2. PROJECT APPROACH

The services provided below reflect our recommended approach to the work effort, subject to input from Pender County management officials. The work performed would evaluate court space in the Pender County Courthouse, Frances Dawson Basden Judicial Annex, Biberstein House, records storage space, and the newly purchased offices on South McNeil St. The evaluation will include their ability to meet both current and 20-year projected needs for the following stakeholders (as described in the Request for Qualifications), and any ancillary spaces:

- Judicial Chambers
- District Court
- Superior Court (monthly)
- Clerk of Court
- Public Defender's Office
- District Attorney's Office
- Administrative Offices
- Records Storage

These services are based upon our proven approach and extensive experience helping courts develop comprehensive facility space needs assessments and plan for future growth. Our unique blend of qualitative and quantitative analysis, our understanding of the interagency and public interaction required in courthouse facilities, and our architectural insight gleaned from our work on similar projects for over 30 years makes us a valuable partner for this project. Our methodologies are easily adapted to best suit the needs and culture of Pender County.

2.1 Project Start Up and Planning

Step 1: Project Kick-Off (Videoconference)

One of the guiding principles of this effort will be the involvement of key stakeholders throughout the entire process. It is critical that these stakeholders be identified up front and provide input via group interviews, individual interview sessions, and other meetings. The following activities will be conducted prior to and during the project kick-off phase:

a. **Meeting with Key County and Court Leadership –** Hold an initial on-site meeting with key county and court leadership representatives to verify the project stakeholders, identify a core group that will move forward during the project as the primary team members responsible for planning decisions (Courthouse Planning Team), discuss the goals for the project, and identify specific objectives for successful project completion. The meeting will also include discussions of potential challenges to completing the needs assessment, communication plans, and the proposed project schedule, including assumptions and constraints.

b. **Kickoff Meeting -** This meeting will begin with an overview of the project goals, proposed schedule, communications plan, and potential risks identified during the kick-off meeting with key county and court leadership. This meeting will also provide an opportunity for key stakeholders to identify the most critical issues affecting their existing operations and projected workload, ask questions, and clarify expectations regarding roles, responsibilities, and project scope.

   Following the discussion of the overall project goals, the Fentress team will discuss the data needs required from the key stakeholders. For example, our typical data request includes:

   i. Current and historical workload data
   ii. Current and historical personnel counts
   iii. Organization charts for each court and related component
   iv. Information on operational practices, including security
   v. Floor plans and assignment drawings
   vi. Documentation of ongoing space projects

2.2 Evaluate Existing Trends and Produce Preliminary Forecasts

STEP 2: Data Analysis

Fentress will use the data gathered from the stakeholders, along with original research, to analyze the trends impacting the Pender County Court System. The goal is to work with the Pender County Courts to identify the most critical data points that will affect their projected workload. For example, demographics (including population variables), economics, law enforcement initiatives, personnel, and existing space could all influence the trajectory of the court's workload. The data analysis will be shared with the Courthouse Planning Team during the on-site planning session discussed in Step 3. PowerPoint materials will be prepared in advance of the on-site planning session and utilized to facilitate discussions with each stakeholder group as required. All trends will be forecasted for 20 years and presented in five-year increments. Depending on the information provided by Pender County and the stakeholders, the data analysis could include the following information:

a. **Demographic and Economic Analysis –** Data on the demographic and economic patterns impacting the county. Such trends include the population growth rate by age, ethnicity, and other population cohorts. The economic analysis will include the major industry types in the county and employment by industry. The demographic and economic trends will be forecasted to predict changes in the county that may impact demand on the courts. Figures 1 through 3 show some examples of how demographic and economic data are typically displayed using our analysis tools.

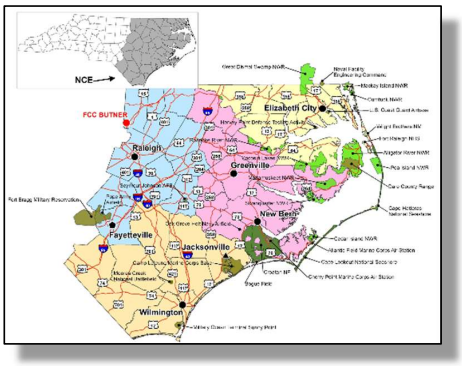


Figure 1. Geographic map of the planning area

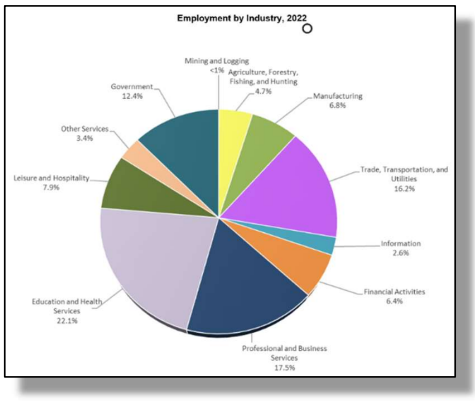


Figure 2. Economic trends for the planning area

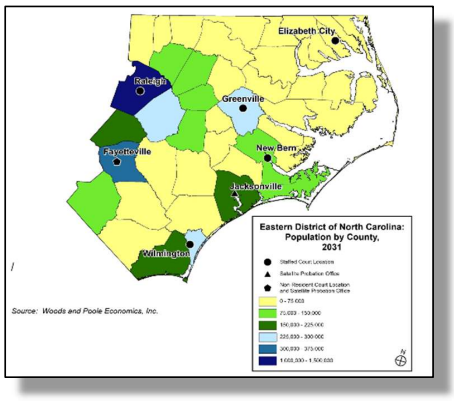


Figure 3. Projected population growth map

b. **Workload Forecasts –** Workload data obtained via the kick-off meeting and through independent research will be analyzed and used in combination with population and economic trends to forecast each workload series. Fentress will select the statistical techniques based on the overall trend and quantity of available data. Each data series will be forecasted using several different statistical methods. The results will then be peer-reviewed by Fentress court analysts to select the forecast that appears to be the most reasonable for each workload type. **Fentress prepares over 10,000 workload and personnel forecasts annually for courts.** Figures 4 and 5 show sample workload forecasts and trends generated from our forecasting database and models.

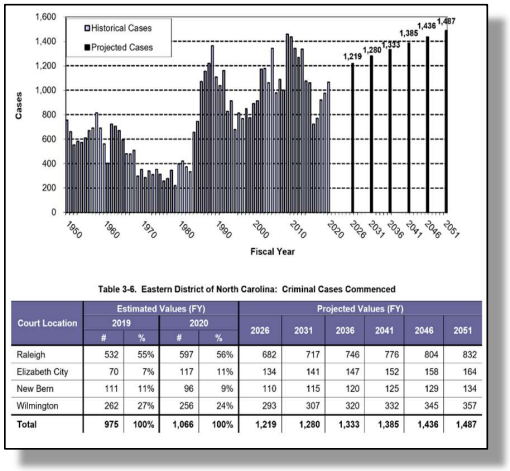


Table 3-6. Eastern District of North Carolina: Criminal Cases Commenced

Court Location	Estimated Values (FY) 2019 #	2019 %	2020 #	2020 %	Projected Values (FY) 2026	2031	2036	2041	2046	2051
Raleigh	532	55%	597	56%	682	717	746	776	804	832
Elizabeth City	70	7%	117	11%	134	141	147	152	158	164
New Bern	111	11%	96	9%	110	115	120	125	129	134
Wilmington	262	27%	256	24%	293	307	320	332	345	357
Total	**975**	**100%**	**1,066**	**100%**	**1,219**	**1,280**	**1,333**	**1,385**	**1,436**	**1,487**

Figure 4. Sample workload trends



Figure 5. Sample workload trends generated from Fentress' forecasting models

c. **Judge and Personnel Forecasts –** Judge and personnel data will be analyzed for trends and will be used in conjunction with the workload forecasts to develop projections for judges and personnel for each court and related component. The forecasting techniques will depend upon available historical data but will include ratio analysis and time-series analysis. Figure 6 shows an example of a personnel forecast we completed for a needs assessment project similar to Pender County.

	Existing 2021	2025	2030	2035	% Growth 2021-2035
JUDGES AND RELATED STAFF					
Assignment Judge	1	1	1	1	-
Judgeship – Law Division	5	5	5	5	-
Judgeship – Chancery Division	2	2	2	2	-
Judgeship – Special Civil Division	1	1	1	1	-
SUBTOTAL	9	9	9	9	-
Secretary	9	9	9	9	-
Law Clerk	9	9	9	9	-
SUBTOTAL	18	18	18	18	-
LAW AND CHANCERY					
Supervisor	2	2	2	2	-
Case Processing	21	21	21	21	-
Support Staff Supervisor	1	1	1	1	-
SUBTOTAL	24	24	24	24	-
SPECIAL CIVIL					
Division Manager	1	1	1	1	-
Assistant Division Manager	1	1	1	1	-
Supervisor	3	3	3	3	-
Case Processing	21	21	21	21	-
SUBTOTAL	26	26	26	26	-
TOTAL STAFF	77	77	77	77	-

Figure 6. Sample personnel forecast

d. **Current Space Quantities –** If provided with the floor plans and housing data, a listing of space occupied by each court and related component in the current facility will be developed and used as a baseline for comparison to the space needs requirements. Figure 7 is an example of an existing space summary for another county court project where we were able to provide them with their existing utilization rate per employee based upon their current space. This was later used as a data point to evaluate the space savings gained by the improvement strategies.

SUMMARY OF EXISTING SPACE

	Component	GSF	UTILIZATION RATE (USF/pp)
1	Courtrooms	17,917	N/A
2	Judges	4,298	479
3	Clerk of Court	7,641	209
4	Prosecuting Attorney	6,721	245
5	Drug Court	718	461
6	Information Technology	1,640	295
7	Sheriff - Courthouse Only	0	97
	COURT COMPONENTS SUBTOTAL	38,935	**251**
8	Assessor	2,548	140
9	Auditor	860	287
10	Collector	2,138	165
11	County Clerk	3,418	356
12	County Clerk - HR		
13	County Commission	2,100	320
14	Recorder of Deeds	2,460	393
15	Treasurer	705	228
16	Shared Services	0	N/A
	COUNTY ADMINISTRATION SUBTOTAL	14,229	**308**
	COURT AND COUNTY COMBINED SUBTOTAL	53,164	**422**

Figure 7. Sample existing space summary

STEP 3: Planning Session (On-Site #1)

The on-site planning session is broken into two segments: a) a facilitated planning session with the entire Courthouse Planning Team, and b) individual meetings with each component planned to be housed in the court facilities.

a. **Courthouse Planning Team Meeting -** Following the discussion of overall project goals, the Fentress team will facilitate a session on the trends found during our data analysis. We have found great benefit in assembling the full Courthouse Planning Team to perform an initial review of trends. The workload and plans of one court component often impact other components, and a rich dialogue occurs through a facilitated session that includes reactions to the analyses and forecasts. During the session, the Fentress project manager will ask a series of questions to glean planning assumptions based on the experience and knowledge of the Courthouse Planning Team members. This session typically focuses on trends likely to impact operations in the future. Such trends may include external influences (such as legislative changes, enforcement strategies, political leadership, industry regulations, economic variables, demographics, and technology shifts), and internal influences (such as time to trial benchmarks, case management, use of Evidence-Based Decision Making, and space-sharing initiatives).

b. **Individual Component Meetings -** Building upon the full Courthouse Planning Team meeting, individual meetings will be held with each component for a deeper dive into the trends that impact their specific operations. The sessions will also include a review of the organizational chart for each component, unique operational practices, current space deficiencies, storage needs, and ongoing or planned space projects.

STEP 4: Existing Court Facilities Assessment (On-Site #1)

Concurrent with the on-site planning session, the Fentress architect will conduct a general assessment of the existing facilities and each component's space to determine the current condition of the facilities, including the identification of physical and operational issues that do not meet modern standards. Assuming much of the fragmentation of court operations stems from the functional inefficiencies found in the Pender County Courthouse, we will use our unique Courthouse Operations Realtime Evaluation (CORE) tool to evaluate the courthouse. Fentress maintains a library of over 500 courthouse performance factors and accompanying metrics, a subset of which will be used during the CORE assessment. These CORE factors will be used to objectively identify deficiencies on the criteria of space standards (compliance with best practices and/or design guidelines), functionality (how well the building supports operations), security, building condition, and the use of space-saving technologies. Approximately 200 to 300 factors will be used and tailored as needed to specifically assess the components housed within the courthouse. The CORE tool can also be adjusted as necessary to include any applicable North Carolina facility standards. The facilities will be scored on a scale of 0 to 100, with a score of 100 representing an ideal courthouse with respect to the evaluation criteria. Throughout the tour, the Fentress team will take photographs, annotate available floor plans, and record information relevant to the performance metrics. The baseline data generated by the CORE tool has proven to be beneficial in the decision-making process and in the prioritization of projects moving forward.

Figures 8 and 9 show an example list of factors to be assessed, along with examples of a good office space layout, a dangerous security situation, and an inadequate courtroom layout, respectively.



Figure 8. Sample space assessment areas

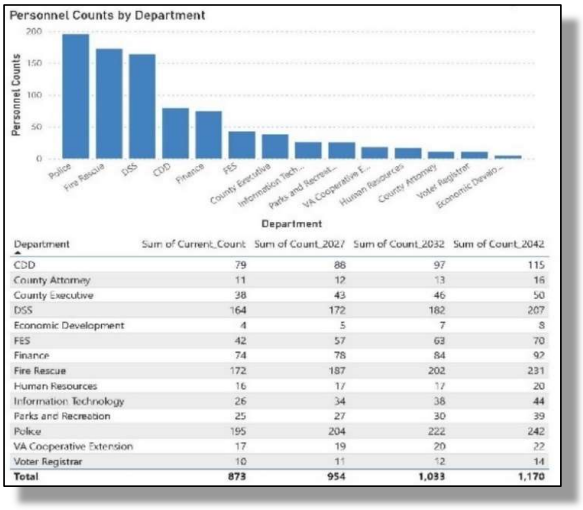
Space Functionality	Trial Courtrooms (Jury)	The required number of trial courtrooms is present to accommodate the court.	Yes					No	N/A	N/A
Space Functionality	Trial Courtrooms (Jury)	Trial courtrooms are appropriately located relative to judges' chambers.	All courtrooms are appropriately located	Almost all (75% or more) courtrooms are appropriately located	Most (50%-74%) courtrooms are appropriately located	Some (25%-49%) courtrooms are appropriately located	Few (less than 25%) courtrooms are appropriately located	No courtrooms are appropriately located	N/A	C
Space Functionality	Trial Courtrooms (Jury)	Trial courtrooms are appropriately located relative to public access.	All courtrooms are appropriately located	Almost all (75% or more) courtrooms are appropriately located	Most (50%-74%) courtrooms are appropriately located	Some (25%-49%) courtrooms are appropriately located	Few (less than 25%) courtrooms are appropriately located	No courtrooms are appropriately located	N/A	A
Space Functionality	Resident Judges Chambers	The required number of resident judges' chambers are provided in the court facility to accommodate each resident judge	Each judge has a dedicated chambers	Almost all (75% or more) judges have a dedicated chambers	Most (50-75%) judges have a dedicated chambers	Some (25-50%) judges have a dedicated chambers	Few (less than 25%) judges have a dedicated chambers	No judges have a dedicated chambers	N/A	A
Security	Resident Judges Chambers	Restricted circulation is provided from the judges' building entrance to each resident judge's chambers	All chambers have restricted circulation	Almost all (75% or more) chambers have restricted circulation	Most (50%-74%) chambers have restricted circulation	Some (25%-49%) chambers have restricted circulation	Few (less than 25%) chambers have restricted circulation	No chambers have restricted circulation	N/A	F
Security	Resident Judges Chambers	Restricted circulation is provided from each resident judge's chambers to the courtroom(s)	All chambers have restricted circulation	Almost all (75% or more) chambers have restricted circulation	Most (50%-74%) chambers have restricted circulation	Some (25%-49%) chambers have restricted circulation	Few (less than 25%) chambers have restricted circulation	No chambers have restricted circulation	N/A	F
Space Standards	Jury Assembly	The courthouse contains a dedicated jury assembly area	Yes					No	N/A	A
Space Functionality	Jury Assembly	The jury assembly area is located convenient to public access for prospective jurors	Yes					No	N/A	F
Space Standards	Jury Assembly	The size of the jury assembly orientation room is adequate to handle the volume of potential jurors	Yes					No	N/A	F
Space Standards	Jury Assembly	The jury assembly area contains the design guide/best practice recommended support spaces including (1. a lounge; 2. service unit; 3. dedicated toilet rooms; 4. vending area)	The jury assembly area contains all (4 of 4 items) of the design guide/best practice recommendations	The jury assembly area contains most (3 of 4 items) of the design guide/best practice recommendations	The jury assembly area contains some (2 of 4 items) of the design guide/best practice recommendations	The jury assembly area contains few (1 of 4 items) of the design guide/best practice recommendations	The jury assembly area contains none of the design guide/best practice recommendations		N/A	B
Building Condition	Jury Assembly	The jury assembly area is in good repair (e.g., no water damage, water leaks, mold, damaged millwork, etc.)	Yes					No	N/A	F
Security	Court Clerk's Office	The public intake counter has break- or ballistic-resistant glazing	Yes					No	N/A	F
Space Functionality	Court Clerk's Office	There is a dedicated transaction area at the public counter for cashier services	Yes					No	N/A	F
Space Functionality	Court Clerk's Office	The number of office areas and workstations accommodates the current staff	Yes					No	N/A	A
Space Standards	District Attorney	If the staffed DA's office is not located in the courthouse, a trial preparation area is provided in the courthouse	Yes					No	N/A	A
Space Functionality	District Attorney	If present, the trial preparation area is located sufficiently distant from the PD	Yes					No	N/A	N/A
Security	Restricted Access	Restricted parking is provided for judges.	Interior restricted parking is provided for all judges	Interior and/or exterior restricted parking is provided for all judges	Interior or exterior restricted parking is provided for some judges	Interior or exterior restricted parking is not provided for all judges			N/A	A
Security	Exterior	There are adequate perimeter security provisions in place to protect the court facility.	All sides of the building have adequate perimeter security	Three sides of the building have adequate perimeter security	Two sides of the building have adequate perimeter security	One side of the building has adequate perimeter security	No sides of the building have adequate perimeter security		N/A	A

Figure 9. Sample CORE tool assessment factors

STEP 5: Workload and Personnel Analysis and Court Facilities Assessment Results

Using the information gathered during the on-site planning session and court facilities assessment, Fentress will revise the initial forecasts generated during the data analysis phase of the project as needed to include updated facts and figures, a summary of workload trends, revised projections for workload and staffing (including unfunded but projected positions), and will identify the deficiencies in the existing court facilities.

The Fentress team will document any additional input or refinements to the assumptions and will revise the findings as needed for the final Needs Assessment document. Prior to finalizing the workload analysis, we will review the information pertaining to demographics, economics, workload, personnel, and space, as well as the revised workload and staffing forecasts with the Courthouse Planning Team. Incorporating the expertise of the Courthouse Planning Team into the forecasts provides more rigor to the forecasting process. The numbers alone do not always tell the full story, and the insights of the Courthouse Planning Team members are critical to producing forecasts that reflect the anticipated trends of the court. Figures 10 and 11 illustrate examples of recent workload and personnel analysis.



Department	Sum of Current_Count	Sum of Count_2027	Sum of Count_2032	Sum of Count_2042
CDD	79	88	97	115
County Attorney	11	12	13	16
County Executive	38	43	46	50
DSS	164	172	182	207
Economic Development	4	5	7	8
FES	42	57	63	70
Finance	74	78	84	92
Fire Rescue	172	187	202	231
Human Resources	16	17	17	20
Information Technology	26	34	38	44
Parks and Recreation	25	27	30	39
Police	195	204	222	242
VA Cooperative Extension	17	19	20	22
Voter Registrar	10	11	12	14
Total	**873**	**954**	**1,033**	**1,170**

Figure 10. Workload and personnel analysis

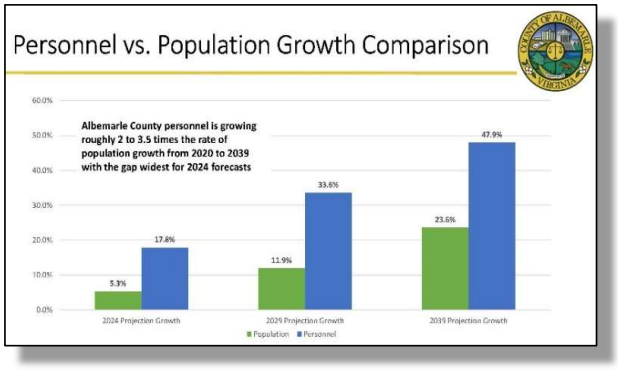


Figure 11. Workload and personnel analysis

We will also present the CORE scoring results for the court facilities, including the overall scores and the individual scores for each criterion. Figure 12 shows an example of how the dashboard information generated by the CORE tool will provide the Courthouse Planning Team the ability to quickly evaluate both the level of functionality of the courthouse in each of the main criteria areas and the specific areas within each criterion where the courthouse is most deficient. The CORE tool automatically generates a baseline score that can be used for comparison as improvement strategies are developed and the solutions scored. We have found this to be an effective way to quantify and objectively prioritize improvement strategies as the project moves forward.

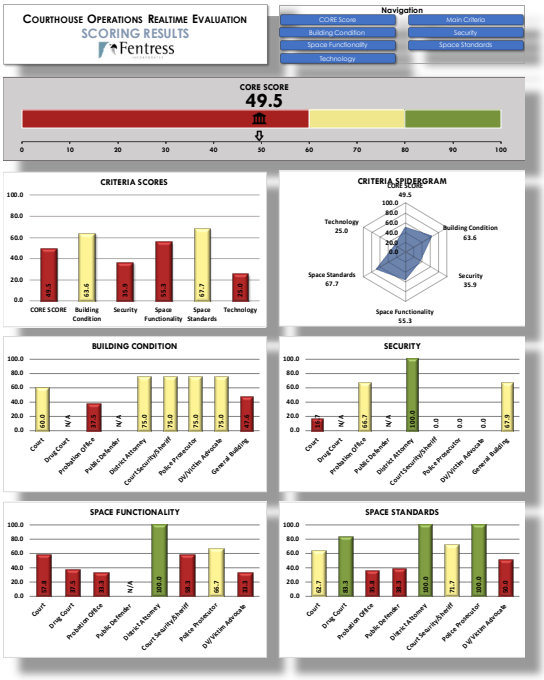


Figure 12. CORE dashboard

2.3 Identify 20-Year Projected Space Needs

STEP 6: Program of Requirements (On-Site #3)

After validation of the workload analysis, Fentress will again meet with representatives from each component to discuss potential solutions to their current space deficiencies and to begin developing the Program of Requirements (POR) to meet the court's projected 20-year space needs, as requested in the RFQ.

The POR will detail the current space occupied by each component and the future space needed for the court facilities. It will provide a detailed space breakout for each component, such as the courtroom sets, chambers, courthouse security and prisoner holding areas (if applicable), Clerk of Court, Public Defender's Office, District Attorney's Office, and other areas such as administrative offices and records storage. It will also include a detailed list of spaces within each component, the usable square footage of each space, an overall departmental gross square footage, and any comments or assumptions that are made to support the programming effort. For example, recommendations could include where fire and/or flood protection would be required for sensitive record storage. An overall building gross square footage will then be generated by applying industry standard multiplying factors for building support (MEP, building storage, etc.) and circulation to the POR. The information will be circulated to the Court Planning

Team for review and feedback, and a revised POR that incorporates the comments will be produced.

In addition to specific requirements, such as number and sizes of courtrooms, offices, and support areas, issues will be discussed during the interview sessions that could impact the POR, such as space-saving methodologies that have proven to be successful in other locations throughout the nation. Some of the operational changes and space reduction initiatives the Fentress team has identified through our courthouse planning efforts include:

a. **Relocating Non-Critical Functions -** To provide sufficient space in the courthouse, at times we have recommended relocating non-critical functions from the courthouse to provide space for urgently needed expansion. Determining which components to relocate depends on the workflow within the courthouse, culture of the court, and the amount of space required by functions remaining in the courthouse. Such moves can compromise organizational efficiency by not having the court family located in one facility or complex, so a thoughtful analysis must be conducted when identifying potential moves.

b. **Sharing Courtrooms –** Courtroom sharing is a practice many courts utilize when there is limited space. Sometimes, this practice is temporary until a new courtroom can be constructed, and other times it is a permanent solution. The Fentress team maintains a courtroom sharing model that we developed to calculate the number of courtrooms needed based on the number of current and projected judges by type. Anticipated workload factors are also considered when projecting courtroom needs.

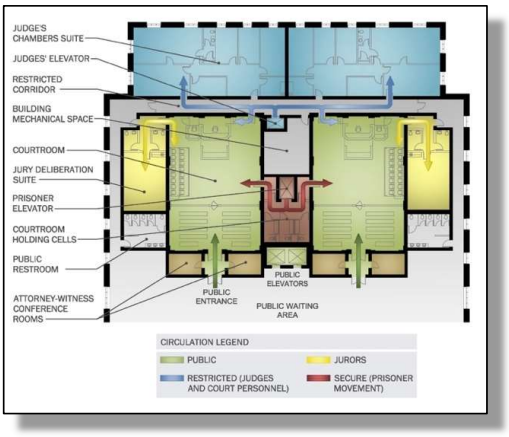


Figure 13. Typical courtroom set

c. **Collegial Chambers -** Consolidating judges' chambers on a floor or throughout a building into a single area with shared support services and staff is another operational practice being implemented by many courts. However, judges should still move from the collegial chambers area to a courtroom through restricted circulation. Figure 13 shows an example of a typical courtroom set that utilizes the judges' restricted circulation to shared courtrooms.

d. **Reducing Filing and Storage Areas -** Reducing the physical space used to store active and inactive files through scanning/imaging and electronic filing and case management systems is a practice that many courts have implemented with some degree of success.

e. **Shared Administrative Services -** Consolidating administrative services between court components eliminates the need for duplicate staff. Administrative services that lend themselves to sharing among components include human resources management, budget/finance, and information technology.

f. **Moving to Agile or Hybrid Office Layout -** Many traditional offices are being reconfigured into an agile or hybrid office layout that is designed to be flexible and support the mission of court components through a mix of spaces supporting both focused and collaborative work. Such offices typically have shared workstations and a mix of collaboration rooms of various sizes. If properly planned, such layouts can reduce space, improve collaboration, and promote productivity. Agile arrangements can also support a hybrid workforce, which is a growing trend in the wake of the COVID-19 pandemic. The Fentress team has had success with planning agile layouts in both clerk's offices and probation offices (especially when probation and parole officers are frequently "in the field" visiting clientele, thus leaving offices vacant). Fentress is also aware of the limitations and concerns regarding agile environments and works with courts to determine the appropriate blend of open and closed spaces for a particular court component or organization. Fentress has also worked on standards for hybrid courtrooms that use technology to reduce in-person proceedings and reduce courtroom space. Figure 14 illustrates examples of how Fentress has utilized collaborative areas to reduce space demands in other courthouses.



Figure 14. Collaborative space examples

g. **Overall Impact of Technology –** Technologies to improve court operations are becoming more widespread and cost-effective and can enable fewer staff to efficiently complete more work. We have worked with courts to save space by recommending automated jury assembly processes, reducing queues in the clerk's office by providing more self-service terminals and other queueing technologies, and programming facilities to improve the efficiency of the docket and utilization of courtrooms to support differentiated case management systems.

h. **Flexible Courtrooms -** Courtrooms that have flexible and movable fixtures can be adapted to accommodate different types of proceedings. We have planned for courtrooms with flexible well areas and removable jury boxes. In addition, especially in courtrooms that have unique needs, we have recommended expanding the back wall to allow for more spectator seating by incorporating the anteroom and attorney conference rooms. Figure 15 shows a flexible courtroom with moveable rear wall.



Figure 15. Flexible courtroom with moveable rear wall

i. **Shared Jury Deliberation Rooms -** Though the typical arrangement is one jury deliberation room per trial courtroom, we have worked with courts to save space by incorporating fewer jury deliberation rooms than trial courtrooms (i.e., 4:3 and 2:1 arrangements). Having a more centralized location for jury deliberation can have operational, security, and space-saving benefits. Rarely are all jury deliberation rooms needed in a courthouse at one time. However, the courthouse must be planned to ensure that operations are able to be conducted efficiently when at maximum capacity with multiple jury trails at a time, and circulation patterns must be carefully planned to ensure the safety and security of all jurors and court participants.

j. **Reduction of Library Space -** Courthouse libraries have been dramatically reducing space over the past decade due to electronic resources. Many courts have opted for smaller reference collections and shared chambers collections that reduce the need for space. The trade-off is that more computer terminals are needed in libraries today than in the past; however, these terminals occupy substantially less space than needed for stacks. Figure 16 shows how electronics were integrated into a shared library space used for research.

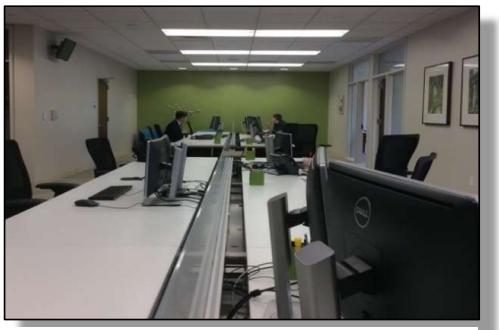


Figure 16. Shared library space with integrated electronics

k. **Security –** Another way to maximize space is by building security into the architecture of the courthouse. The Fentress team has been involved in several projects where security has been integrated into the building design in innovative ways while still enhancing security. This saves space and is less intimidating to the public. This is especially important when queuing space is limited or for specialized courts.

l. **Other Operational Practices –** The follow-up sessions will also explore other initiatives and best practices related to business hours, secured and public parking, utilization studies, mediation, alternative court practices (such as drug reentry courts, community corrections, and mental health court), and other issues that may arise during the individual sessions and other meetings. For a county court project in Maryland, Fentress studied courtroom utilization, the court's caseload management system, assignment of cases by workload tracks, and restrictions on the number of continuances granted. Based on the results of the study, a "one size fits all" courtroom concept was recommended for the county's new annex to allow for maximum flexibility in case assignment.

2.4 Recommendations

STEP 7: Improvement Strategies/Schematic Design (On-Site #3)

The information from the workload analysis and POR will then be used to develop potential improvement strategies for presentation to the Courthouse Planning Team. An improvement strategy is a project, or sequence of projects, and operational changes aimed at optimizing the space in the court facilities. The strategies will consider the possibility of renovations within the existing facilities, relocation of existing tenants either within the facilities or to alternate space, or potential new construction if deemed necessary. The improvement strategies will address courtrooms, chambers, staff workspaces, meeting spaces, prisoner spaces, employee and public parking, and any other needs identified during the assessment. Improvement strategies that address records storage and general storage, including security, protection from fire and flood damage, work spaces for staff reviewing records, and other needs identified during the assessment will also be provided. Figures 17 through 19 illustrate three different improvement strategies Fentress developed for courthouse projects.

The examples illustrate concept design solutions for renovations within the exiting courthouse (Figure 17), an addition to an existing courthouse (Figure 18), and a new courthouse solution (Figure 19). The improvement strategies developed for the Pender County court facilities could include a combination of these types of strategies and could suggest a phased approach to satisfy the needs over the 20-year planning period.

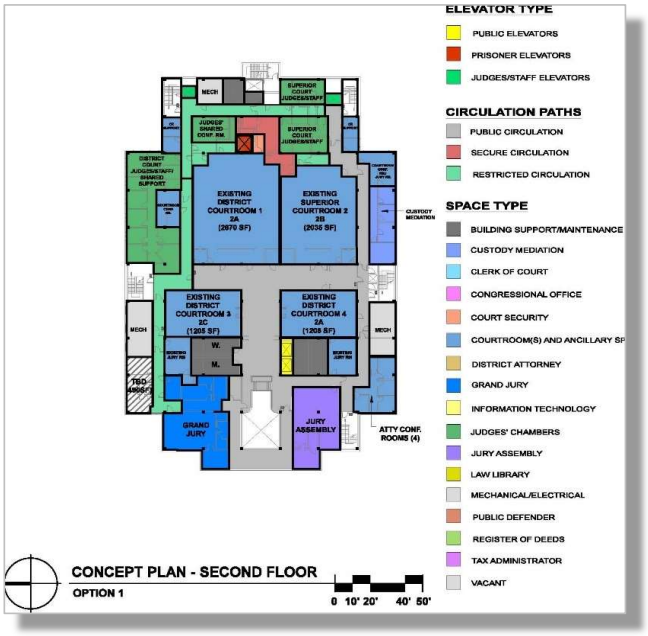


Figure 17. Improvement strategy – Courthouse Renovation

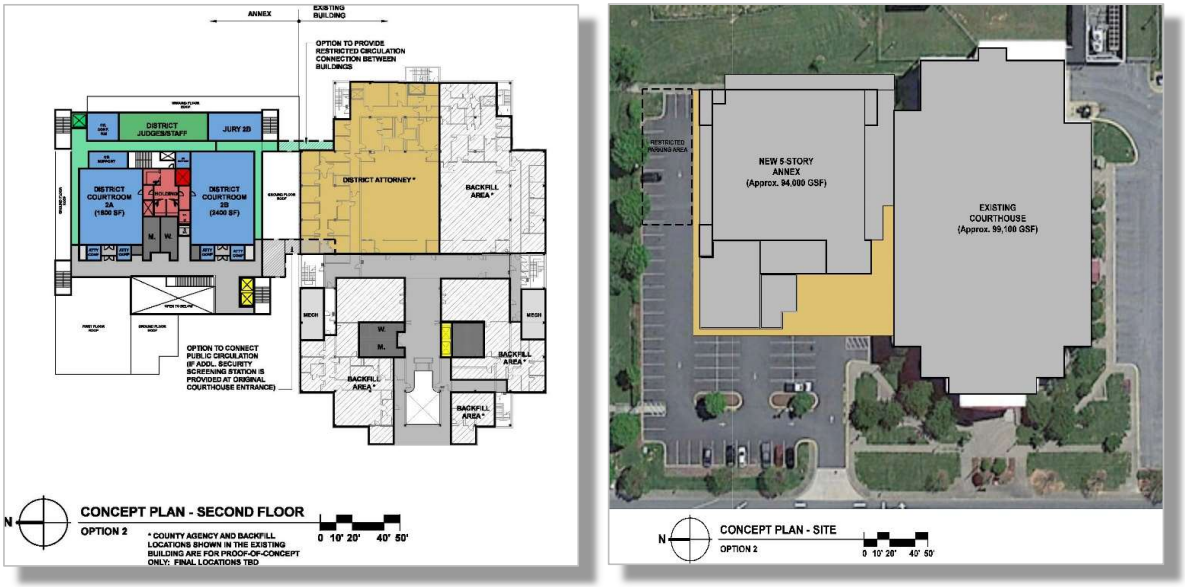


Figure 18. Improvement strategy – Courthouse Addition



Figure 19. Improvement strategy – New Courthouse

STEP 8: Gap Analysis

Using the existing court facilities CORE scores as a baseline, improvement strategy options can also be scored to determine which will yield the greatest benefit for the facilities. This is commonly referred to as a gap analysis.

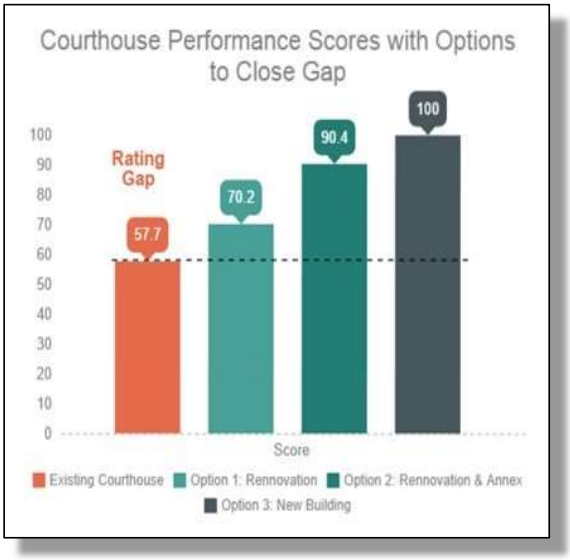


Figure 20. Sample gap analysis

A gap analysis represents the difference between the CORE score for a court facility and an ideal courthouse, which has a CORE score of 100, and can be utilized to identify space projects and operational changes that may best fill the gap. Figure 20 graphically displays how a gap analysis is used to show how much benefit each improvement strategy option may have on a facility. We will discuss each alternative with the full Courthouse Planning Team and will meet with each component separately, as needed, to gather detailed feedback and suggested revisions. After these discussions, the recommendation(s) deemed most viable by the Courthouse Planning Team will be identified as the recommended strategy.

Our team will also make recommendations on maintaining existing facilities and will provide timeframes for implementing the most viable improvement strategy.

2.5 Budget Cost Estimates

STEP 9: Estimated Costs for Improvement Strategies

The Fentress team will prepare high-level cost estimates for each of the improvement strategies deemed viable by the Courthouse Planning Team. Costs will be developed using rough order of magnitude (ROM) estimates based on regional cost and/or real estate data. The cost estimate would represent an estimated cost of construction (ECC) using cost per square foot benchmarks. The cost estimates are inherently general in scope and are provided as a decision tool to compare various options and are not meant to be for final budgeting purposes. Once the cost estimate has been developed for each improvement strategy, it could be combined with the gap analysis to calculate a cost-effectiveness score. The purpose of the cost-effectiveness analysis is to assist the county in determining which strategy results in the greatest gain in the court facilities CORE score for the most reasonable cost. Guidance would be provided on the best value solution for the court facilities.

2.6 Needs Assessment Report

STEP 10: Final Needs Assessment Report

The results of the full analysis, including the trends contained in the workload analysis, results of the existing courthouse assessment, operational efficiency review, POR, final recommendations, and cost estimates will be drafted into a final needs assessment report that details the current and future needs of the Court System in Pender County. The Fentress team will work with the Courthouse Planning Team to review and revise the business case contained in this report to reflect the most critical feedback gathered during the process. This report will highlight the information that could be used as the basis for funding requests. The report will consider human capital and other resources, process changes, and facility needs in a unified approach that seeks to maximize the use of the existing court facilities and to plan as efficiently and responsibly for potential future needs as possible. Although the report will be formally addressed to the Board of County Commissioners, we also understand that other stakeholders in the outcome of the assessment, including County Management, Judicial System Officials, and the citizens of Pender County will have a clear interest in the report findings.

2.7 Project Timeline

Following is a preliminary project schedule for the Pender County Court Facilities Space Needs Assessment. The schedule below is based upon our experience developing Needs Assessments of similar size and scope and is dependent upon the actual final Scope of Work as negotiated with the Pender County Courthouse Planning Team. We have completed projects similar in size and scope in approximately 95-100 business days.

Figure 21. Preliminary proposed project schedule

Pender County Courthouse Space Needs Assessment
Mar-23

PROJECT STEPS	DURATION
STEP 1. CONDUCT KICK-OFF MEETINGS	Month #1
STEP 2. DATA ANALYSIS	
STEP 3. FACILITATE ON-SITE PLANNING SESSION (On-site #1)	
STEP 4. CONDUCT COURTHOUSE ASESSMENT UTILIZING CORE TOOL (On-site #1)	
STEP 5. UPDATE/FINALIZE RESULTS OF WORKLOAD ANALYSIS AND COURTHOUSE ASSESSMENT	Month #2
STEP 6. DEVELOP PROGRAM OF REQUIREMENTS (On-site #2)	
STEP 7. DEVELOP IMPROVEMENT STRATEGIES/SCHEMATIC DESIGN (On-site #3)	Month #3
STEP 8. PERFORM GAP ANALYSIS	
STEP 9. DEVELOP ESTIMATED COSTS FOR IMPROVEMENT STRATEGIES	
STEP 10. PRODUCE FINAL NEEDS ASSESSMENT REPORT	Month #4
PROJECT COMPLETION	
TOTAL PROJECT DURATION APPROX. 4 MONTHS	

3. EXPERIENCE

Henderson County Judicial Center
Hendersonville, NC



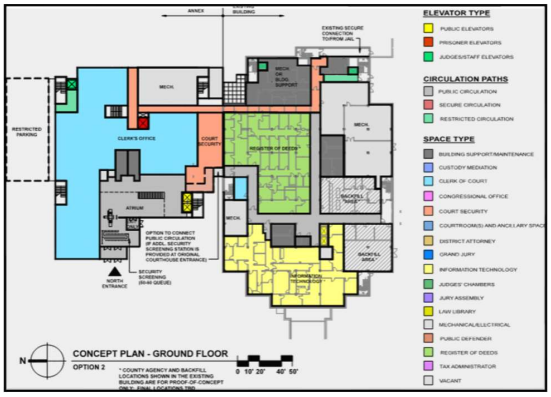
Reference:
Amy Brantley
Assistant County Manager, Henderson County, NC
Phone Number - 828.697.4809
Email - brantley@hendersoncountync.gov

In 2021, Fentress completed a space needs assessment of the Henderson County Courts in Hendersonville, North Carolina. The assessment included focus groups and interviews with subject matter experts from the court and all county tenants housed within the facility, as well as independent research on regional demographics and a comprehensive architectural evaluation. During the focus groups and interviews, workload, staffing, and space trends were identified, and projections for future needs were discussed. Fentress used this input as well as the conclusions drawn from research and analysis to develop workload, staffing, and space projections for the court and related components 30 years into the future.

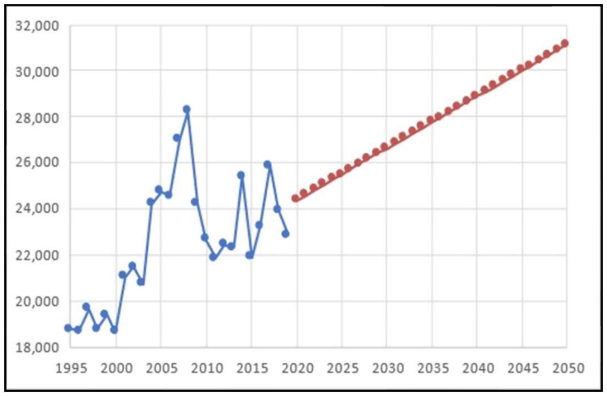
The existing facility was assessed utilizing our proprietary Courthouse Operations Realtime Evaluation (CORE) tool. The assessment covered six key areas: space standards, space functionality, security, building condition, building systems, and technology. The baseline data generated by the CORE tool helped identify areas of need, and the results of the CORE tool evaluation were combined with the results of the group and individual sessions, along with the supplemental research and analysis, to develop and evaluate design alternatives for a renovation, annex, or new courthouse project.

Three strategies were selected to move forward for further consideration. Fentress presented the results of the full study to the County Board of Commissioners in January 2021. The results were very well received and set the stage for the next phase of planning to consider how to incorporate the adjacent jail into the county planning effort.

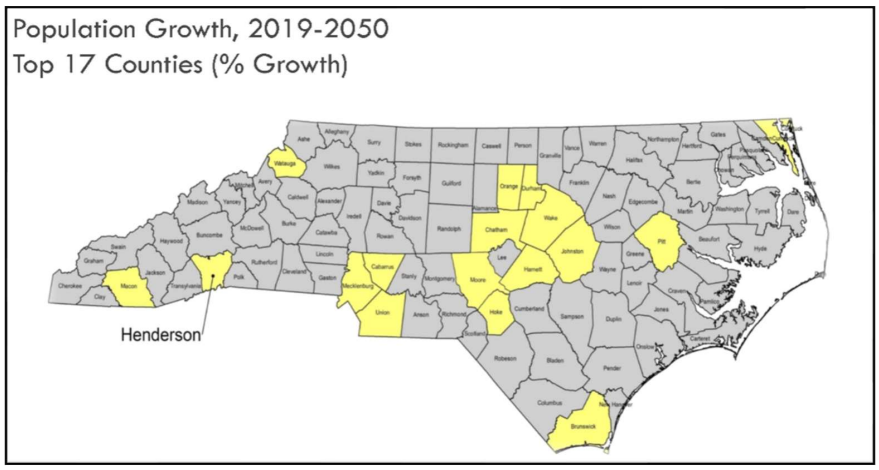
Fentress is currently part of a team that was recently awarded a contract to design the new consolidated Henderson County Judicial Center. The project will provide a new courthouse annex as recommended in the needs assessment and an expanded detention center.



Concept Plan



Criminal Caseload



Projected Population, 2019-2050

"It was a privilege to work with [Fentress] throughout the project. I was impressed by their thoughtful approach to a project that had several stakeholders, a wide variety of requirements, and existing, and often competing, visions for space in the facility. Their professionalism, sincere interest, and commitment to the project was obvious. They integrated well with all staff involved, and quickly became part of the team. The Space Needs Assessment, when formally presented to the Board of Commissioners by [Fentress], supplied all the information requested. However, it went further than that, by using data to drive the process, rather than speculation and unsubstantiated "needs." It provided the Board with the ability to make well informed decisions and gave some options for them to consider as they decide how to advance those decisions going forward."

Amy Brantley, Assistant County Manager

Albemarle County and City of Charlottesville Courts Charlottesville, VA:

Photo, floor plans, and diagram courtesy of Fentress Architects



Fentress Inc. served as the court planner on the Fentress Architects (FA) design team for a court complex addition and renovation project. (Despite the shared name, the two firms are not affiliated). The need for larger and modern court space has been documented for over a decade through a series of studies identifying numerous spatial, operational, and security-related deficiencies with the existing facilities, which date back as far as 1762.

Reference:

Blake Aplanalp, Chief, Facilities Planning and Construction
Albemarle County
Phone Number – 434.872.4501 x 3244
Email – babplanalp@albermarle.org

FA was awarded the project by Albemarle County in March 2020. In partnership with the City of Charlottesville, the county initiated the two-phase project, which encompasses multiple sites within Charlottesville's historic Court Square.

As court planner, Fentress Inc. led the space needs assessment portion of the project, which began in July 2020 and involved developing two separate Program of Requirements (POR) documents - one for Phase I and one for Phase II. Fentress Inc. analyzed data and documents from previous planning studies, collected recent data on caseload, personnel, demographics, and law enforcement trends, and conducted statistical trend analysis to validate and evaluate forecasts included in the prior studies. Where necessary, we developed new forecasts for caseload, judgeships, and court unit personnel. Fentress Inc. facilitated a series of virtual stakeholder workshops to gather feedback on the forecasts, as

well as first-hand observations on court trends, operations, and staffing. The result was an updated set of caseload and staffing forecasts for all tenants included in Phases I and II of the project.

With the updated forecasts as a reference point, Fentress Inc. facilitated an in-person site visit focused on current and projected space needs, including tours of existing space and stakeholder meetings to gather feedback on key POR elements (e.g., space standards, security provisions, and adjacencies). Detailed discussions addressed courtrooms, chambers, private offices, workstations, jury deliberation, storage, parking, detention, common areas, and building support. The result was two POR documents that detailed the space requirements for the General District and Circuit Courts which would be housed in separate buildings. The PORs were reviewed collaboratively with the design team, owner, and stakeholders and subsequently finalized in January 2021.



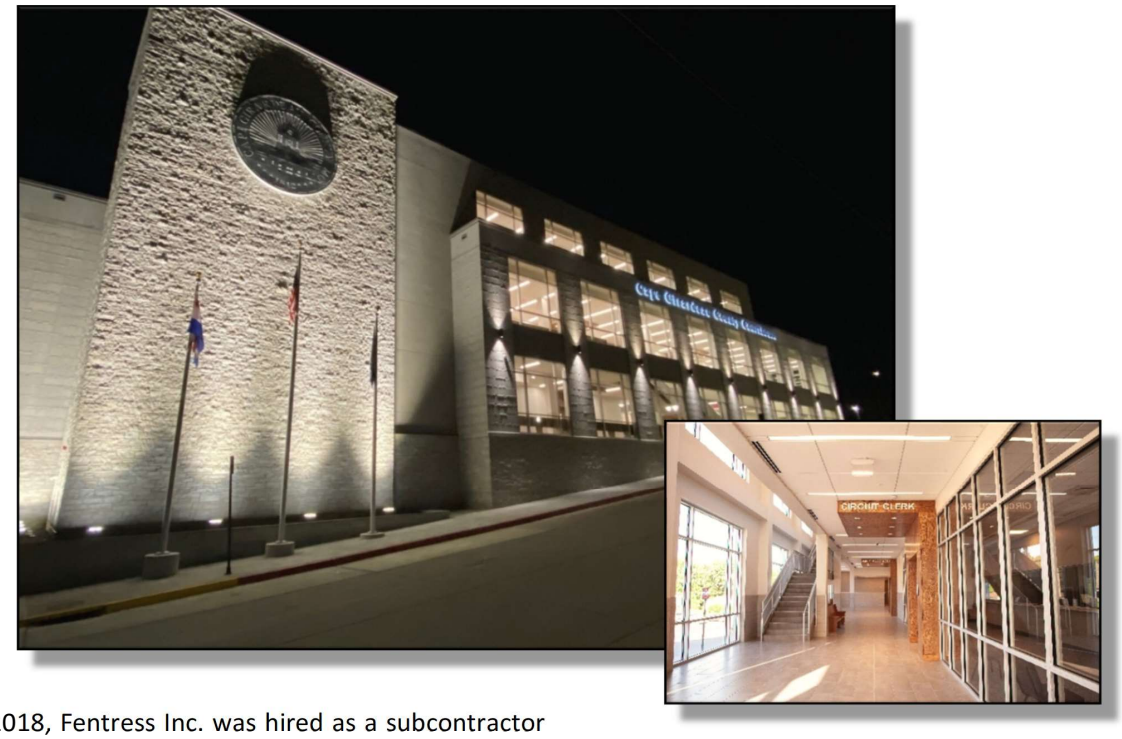
Concept Plan

			RIGHT-SIZE RECOMMENDATIONS			
Space ID	Staff/Space Type	Room Type	Recommended Unit NSF	Recommended QTY	Recommended Total NSF	Comments/Assumptions
	Courtrooms					
2.01	Circuit Trial Courtroom (Existing)	COURTROOM	1,590	1	**1,590**	Existing SF; courtroom has 12 juror capacity in the Jeffersonian style; possibly move spectator rail to increase spectator capacity
2.02	Circuit Trial Courtroom (New)	COURTROOM	2,000	1	**2,000**	16 jurors in Jeffersonian style with writing surface; min. 36' wide; min. 40 spectators
	Subtotal			2	***3,590***	
	Courtroom Support Spaces					
2.03	Courtroom Vestibule/Soundlock	COURTROOM	64	2	**128**	1 per courtroom; accessible from public circulation
2.04	Attorney Conference Rm.	CONFERENCE	90	4	**360**	2 per courtroom; accessible from public circulation or soundlock; can accommodate 4 people
2.05	Jury Deliberation Vestibule	CONFERENCE	50	2	**100**	
2.06	Jury Deliberation Rm. (Existing Courtroom)	CONFERENCE	250	1	**250**	12 jurors; min 14'-0" wide
2.07	Jury Deliberation Rm. (New Courtroom)	CONFERENCE	350	1	**350**	16 jurors; room will also be used for grand jury
2.08	Jury Deliberation Toilet Rm.	TOILET RM	60	4	**240**	2 per jury room
2.09	Jury Kitchenette	KITCHENETTE	25	2	**50**	Additional SF within deliberation room; provide 5'-0"LF of counter w/sink, base and wall cabinets w/microwave; undercounter refrigerator
2.10	Equipment Storage/AV Closet	STORAGE	50	2	**100**	
2.11	Staff Toilet Rooms	TOILET RM	50	4	**200**	For court staff use on each courtroom floor; two per floor; locate within restricted circulation
2.12	Judges' Office/Robing Room	OFFICE	275	2	**550**	Adjacent to courtroom; for use by judge (or visiting judge) during proceedings for work area, robing, and/or off-bench conference; includes dedicated toilet room
	Subtotal				***2,328***	
	Prisoner Areas (Courtroom floor(s) only)					
2.13	Prisoner Elevator Vestibule	SECURE CORRIDOR	64	1	**64**	1 per courtroom holding cell area between each pair of courtrooms
2.14	Holding Vestibule/Staging	SECURE CORRIDOR	80	1	**80**	1 per courtroom holding cell area between each pair of courtrooms
2.15	Soundlock	SECURE CORRIDOR	60	2	**120**	Between holding cell area and ea. courtroom
2.16	Holding Cell (Single)	HOLDING1	70	2	**140**	2-3 per courtroom holding cell area between each pair of courtrooms; wet cells
2.17	Prisoner/Atty Interview Room	INTERVIEW	60	1	**60**	Locate with direct access from holding area for prisoner, and public circulation for attorney; provide secure screen between prisoner and attorney
	Subtotal				***464***	
	TOTAL NSF				**6,382**	
			25% department grossing factor		1,596	
	TOTAL DGSF				**7,978**	

Sample POR sheet for Circuit Court Courtrooms and Ancillary Spaces

Cape Girardeau County Courthouse
Jackson, MO

Photos courtesy of Cape Girardeau County



In 2018, Fentress Inc. was hired as a subcontractor to Navigate Building Solutions, Inc., a construction management firm located in St. Louis, MO, to assist with a design-build effort for a new courthouse in Cape Girardeau County, MO. The county planned to consolidate operations that were fragmented among several buildings located in different cities into one courthouse facility located in Jackson, MO. The goals of the project included evaluating a prior space needs assessment and developing a revised space needs report, which resulted in a Program of Requirements (POR) and concept design for a new courthouse that would connect directly to the existing sheriff's office and county jail.

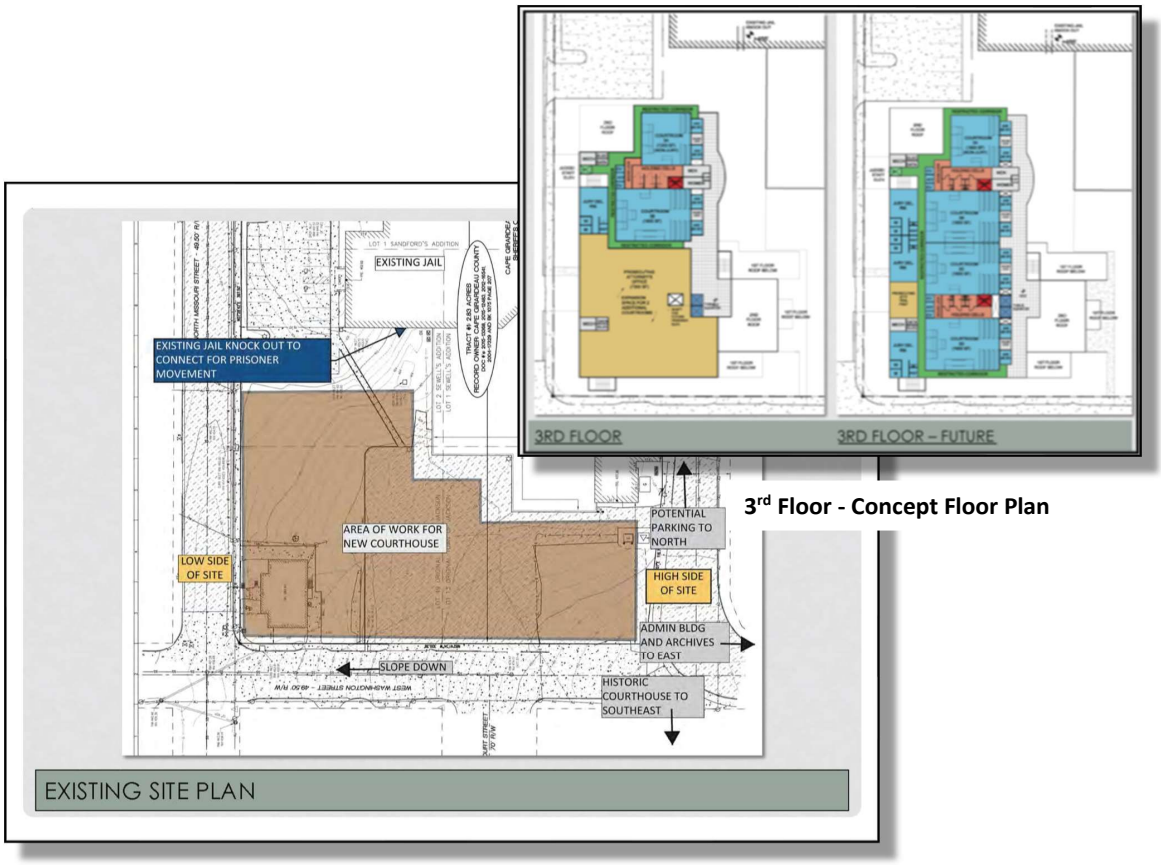
Reference:

Charles Herbst, County Commissioner
Cape Girardeau County
Phone Number – 573.204.2499
Email – cherbst@capecounty.us

Based upon the results of the planning and programming effort, Fentress Inc. provided an overall courthouse master plan that included a conceptual layout of the existing site, the primary adjacencies within the courthouse, and a plan for safe and secure prisoner movement from the county jail through the new courthouse. The POR and master plan were then used by the design-build team during project development.

During the design-build competition, Fentress Inc. developed a schematic design evaluation tool to score the designs provided by each competitor. The tool contained criteria to ensure an integrated design evaluation, including the criteria of adhering to the POR, image and aesthetics, functionality, building operations, security, space standards, and court technology. The results of the evaluation tool were used by the county commissioners to select the team that had proposed the best value design for the county.

Construction of the new courthouse was completed in the spring of 2020.



3rd Floor - Concept Floor Plan

Site Plan/Jail Connection Analysis

"We were very pleased with the process…."
Charlie Herbst, County Commissioner, Cape Girardeau County

Ocean County Justice Complex
Toms River, NJ

Rendering and floor plans courtesy of CCH Architects



Fentress Inc. is serving as the court planner on the Clarke Caton Hintz (CCH) design team for a courthouse annex and consolidation project. Ocean County and New Jersey State court functions currently occupy portions of the Ocean County Justice Complex in Toms River, NJ, as well as eight additional satellite buildings in the city. The county plans on constructing a new multi-story annex to the Justice Complex (which also includes an attached Department of Corrections prison) to consolidate these occupants and their associated functions and improve prisoner movement throughout the court complex.

Reference:
Steven Molyneux
Operations Division Manager
Ocean County Courts
Phone Number – 732.504.0700 x64330
Email – steven.molyneux@njcourts.gov

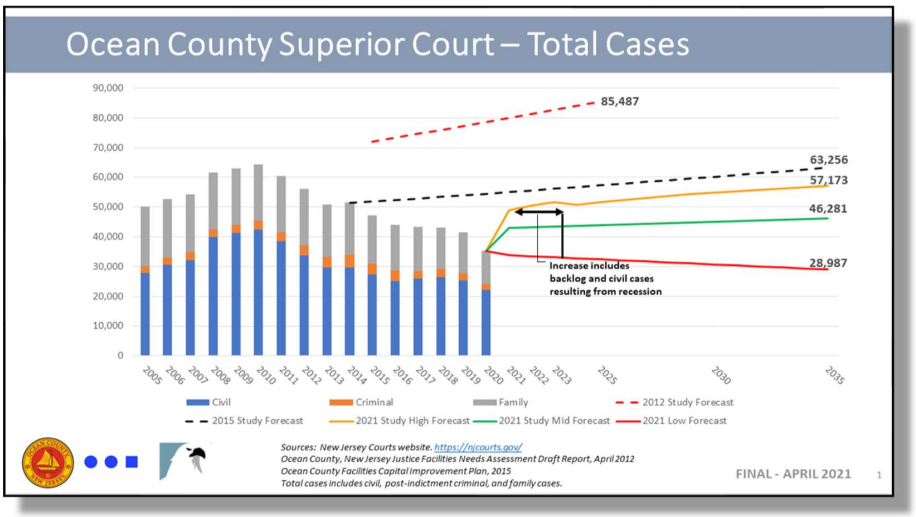
As the court planner, Fentress led the team's workload analysis efforts by analyzing workload and personnel data provided in two prior studies. We collected recent data on caseload, personnel, demographics, and law enforcement trends, and conducted statistical trend analysis to validate and evaluate forecasts included in the prior studies. Fentress developed new forecasts as needed for caseload, judges, and court and related-component personnel and validated the projections via stakeholder workshops. The result was an updated set of caseload and staffing forecasts for all court tenants included in the project.

We met with representatives from each component to discuss potential solutions to address their deficiencies and began developing a detailed Program of Requirements (POR) to meet the court's projected 30-year space needs. The information was circulated to the Ocean County Court Planning Team for review and feedback, and a finalized POR that incorporated the comments was produced.

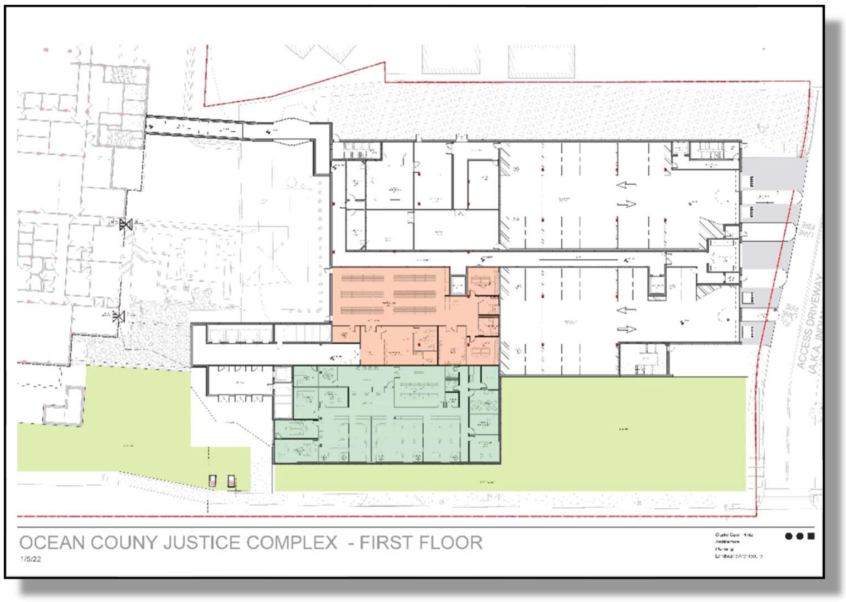
The CCH-Fentress Inc. team successfully collaborated during the concept and schematic design phases to provide Ocean County with a courthouse project that implements best practices in courthouse design and meets the operational and security goals of a modern courthouse.

The highlights of our approach include:

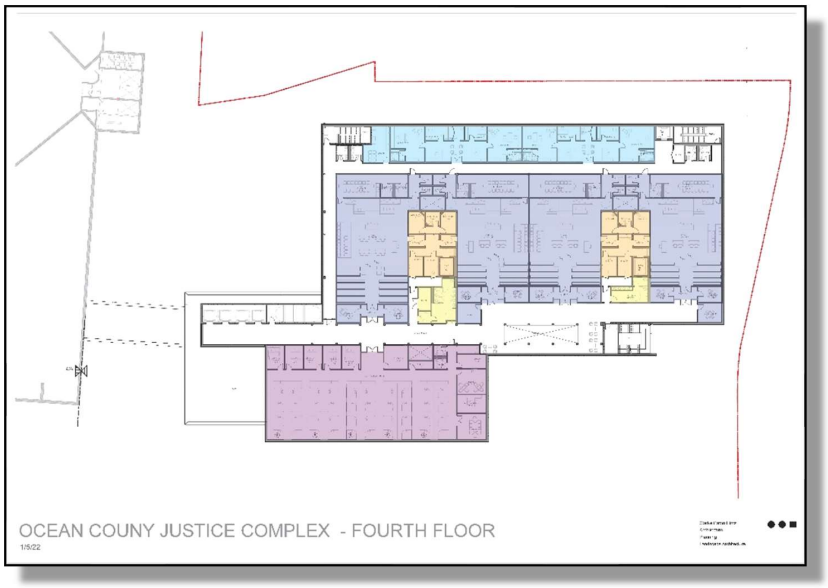
- Using analytical methods to validate the existing workload, judge, and personnel forecasts driving the space needs of the court complex
- Ensuring that the project included well-planned and fully integrated court security and prisoner movement based on best practices in court planning
- Applying best practices in courthouse planning and design to ensure that the project provided cost-effective solutions for meeting the long-term needs of the courts, including:
    - Consolidation of court services that were fragmented throughout the complex
    - Connection to the existing Department of Corrections for secure and timely prisoner movement
    - Combining a mix of courtroom sizes to most effectively accommodate the court's varying caseload
- Assisted the CCH team in redefining and justifying the project needs to enhance court operations and to reduce security risks



Caseload Analysis



Concept Plan: First Floor Connection to Existing Jail



Concept Plan: Typical Courtroom Floor Plan

4. KEY PERSONNEL RESUMES

Fentress Incorporated is comprised of experienced personnel skilled at conducting operational and facility needs assessments, producing Programs of Requirements (POR), and developing portfolio management programs for state and local courts and government agencies. For the Pender County project, Fentress is pleased to offer the services of an experienced team comprised of a senior court planner, a senior court architect serving as project manager, and a court analyst. The senior court planner, Keith Fentress, has successfully worked on courthouse needs assessment and planning projects throughout the nation for over 35 years. Our senior court architect, Matt Hemphill has over 18 years of experience in courthouse needs assessment projects. Brian Bankert is a data scientist with extensive experience working on courthouse needs assessment projects and will serve as our court analyst. All of our team members are self-starters with a high attention to detail, accuracy, and thoroughness. We intend for Fentress to perform all of the work described in the RFQ.

Following are resumes which present the experience of the key staff members who would be assigned to the Pender County Space Needs Assessment project.



MATT HEMPHILL, AIA
SENIOR COURT ARCHITECT/PROJECT MANAGER

Mr. Hemphill is an experienced Registered Architect and is knowledgeable in both the design and assessment of court facilities. Mr. Hemphill joined Fentress in 2005 as a senior planner and assessment architect. His expert knowledge of design and construction planning, management, and operations of courthouses and their interface with security has enabled him to assess the occupants' needs and identify building conditions and functional issues that affect overall building performance. Mr. Hemphill also has extensive experience leading the concept and schematic design phases of courthouse projects.

Mr. Hemphill has been involved in developing space planning tools and creating uniform design standards for courthouse projects. As the lead architect for Fentress' facility assessment and planning efforts, Mr. Hemphill conducts physical assessments of facilities, documents existing operational and security deficiencies, develops current and future space programming alternatives, and produces master planning strategies for improvements to operations.

EDUCATION

B. Architecture, The Catholic University of America, Washington, DC; 1992

B.S. in Architecture, The Catholic University of America, Washington, DC; 1991

PROFESSIONAL AFFILIATIONS

Registered Architect

Federal Real Property Association

American Institute of Architects

RELATED PROJECTS

- U.S. Courts Asset Management Planning Program – planned over 200 courthouses nationwide, including Asheville, Charlotte, Hendersonville, Fayetteville, Greensboro, Raleigh, Statesville, and Wilmington, North Carolina
- Henderson County District and Superior Courts, North Carolina
- Supreme Court of Virginia and the Virginia Court of Appeals, Virginia
- Ocean County Justice Complex, New Jersey
- Hampden County Hall of Justice, Massachusetts
- City of Richmond Consolidated Courts Building, Virginia
- Albemarle County and City of Charlottesville General District and Circuit Courts, Virginia
- City of Lubbock Municipal Court, Texas
- Cape Girardeau County Circuit Court, Missouri
- District of Columbia Superior Court, Washington DC
- Lynn District Court, Massachusetts
- Franklin County Circuit Court, Illinois
- Howard County Circuit Court, Maryland
- Brownsville Community Justice Center, New York



KEITH FENTRESS
SENIOR COURT PLANNER

Mr. Fentress has an extensive history of providing court and justice consulting services, including performing needs assessments, space programming, and policy studies for judicial systems. Since founding Fentress in 1988, he has worked as a consultant to the federal judiciary to assist in developing and implementing its award-winning courthouse planning process. He has also led project efforts for federal, state, and local courts around the country. Mr. Fentress has provided needs assessment, space planning, and space programming services for over 1,000 federal, state, and local court facilities.

As a recognized court and justice consulting expert, Mr. Fentress understands the role space programming plays in developing a successful design, which, in turn, shapes the administration of justice. He has spoken at national court conferences in both the U.S. and Australia.

Mr. Fentress is skilled in facilitating court planning sessions and presenting planning results. He has conducted hundreds of facilitated sessions and has presented court planning results to court managers, city and county executives, and legislative bodies, including the U.S. Congress.

EDUCATION

Ph.D. Candidate, Public Administration and Policy Analysis, Virginia Polytechnic Institute and State University

M.A., Political Science, concentration in Public Administration, Virginia Polytechnic Institute and State University; 1987

B.A., Political Science, Virginia Polytechnic Institute and State University; 1985

PROFESSIONAL AFFILIATIONS

Federal Real Property Association

National Association of Court Managers

Certification in Crime Prevention Through Environmental Design

RELATED PROJECTS

- U.S. Courts Long-Range Facilities Planning Program – planned 580 courthouses plus over 400 additional facilities for court and related components, including all federal court facilities in North Carolina
- Ocean County Justice Complex, New Jersey
- Yakima County Circuit and District Court, Washington
- Augusta County Circuit Court, Virginia
- Toledo Municipal Court, Ohio
- Montgomery County Circuit Court, Maryland
- Cape Girardeau County Circuit Court, Missouri
- District of Columbia Superior Court, Washington DC
- Howard County Circuit Court, Maryland
- Baltimore County Circuit Court, Maryland
- Third Judicial District Court, New Mexico
- Brownsville Community Justice Center, New York
- Flagler County Circuit Court, Florida



BRIAN BANKERT
COURT ANALYST

Mr. Bankert is an insightful and highly experienced statistical analyst with a wide range of skills and abilities across multiple industries and organizations. He conducts research, analyzes data, and performs statistical and other quantitative analyses to support the business case needs for space and facilities.

Mr. Bankert is an excellent problem solver adept at learning complex real-world processes and creating models that accurately reflect those processes. He has expertise in numerous computer software programs to support quantitative and qualitative analytical methods.

Mr. Bankert has worked on both court and justice projects, including national programs that have helped analyze and predict resource needs. He is an expert at quickly identifying the information needed to achieve project objectives.

EDUCATION

M.A. Economics, University of Maryland, College Park, Maryland; 1999

B.S., Mathematics and Economics, Towson University, Towson, Maryland; 1996

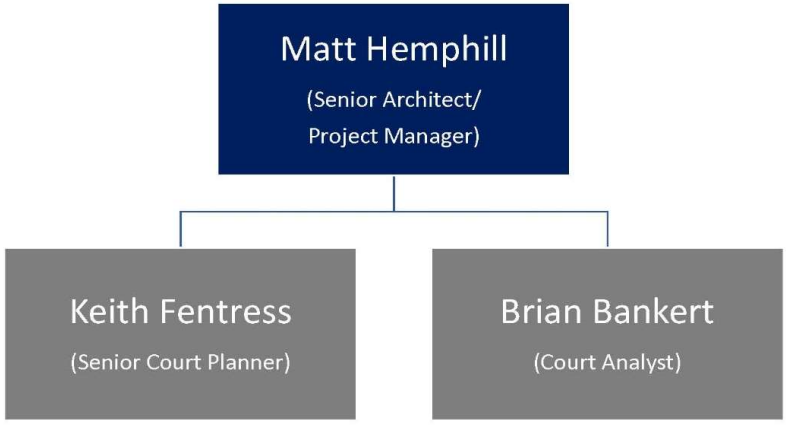
PROFESSIONAL AFFILIATIONS

Federal Real Property Association

RELATED PROJECTS

- U.S. Courts Caseload and Personnel Forecasting – produced over 10,000 forecasts annually for federal court space planning needs
- U.S. Courts Growth Model Analysis – performed cluster analysis on federal courts to develop 10 "growth models" using a Kohonen Neural Network across many court-related variables
- Hampden County Hall of Justice, Massachusetts - conducted court trends and needs analysis
- City of Richmond Consolidated Courts Building, Virginia - conducted court trends and needs analysis
- Supreme Court of Virginia and the Virginia Court of Appeals, Virginia – conducted court trends and needs analysis
- Lynn District Court, Massachusetts - conducted trends and needs analysis
- Fulton County Justice Complex, Georgia - performed workload and personnel analysis
- Albemarle County Workplace Planning – produced projections of county personnel for 12 departments to determine space requirements. In phase two, Mr. Bankert will be working with the County to determine hybrid office space arrangements
- U.S. Marshals Service – conducted analysis for the U.S. Marshals Service's personnel budget model
- U.S. Department of Justice and U.S. Immigration and Customs Enforcement – developed Monte Carlo simulation models for determining detention bed space needs

Following is an organizational chart displaying the proposed project team.



5. PER UNIT PRICING

The labor categories with hourly rates for the services described in this proposal are listed below:

Senior Court Planner (Keith Fentress):	$150/hour
Senior Court Architect (Matt Hemphill):	$135/hour
Court Analyst (Brian Bankert)	$115/hour

6. REFERENCES

In addition to the refences listed in the Experience section above, the following references can attest to the quality of the services provided by Fentress on projects similar to the Pender County Space Needs Assessment.

Steve White, Studio Director and Principal
Fentress Architects
Phone Number – 202.464.2452
Email – white@fentressarchitects.com

Scott Schilt, AICP, Senior Program Manager, Trial Courts
State of Massachusetts: Division of Capital Asset Management & Maintenance
Phone Number – 857.329.3731
Email – scott.schilt@state.ma.us

Michael Hanrahan, AIA, Principal
Clarke Caton Hintz
Phone Number - 609.883.8383
Email - mhanrahan@cchnj.com

Pender County
Consideration of Purchase Order to Bost Tune-up & Argo ATV Sales LLC in the amount of $33,579.01

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	April 3, 2023
SUBJECT:	Consideration of Purchase Order to Bost Tune-up & Argo ATV Sales LLC in the amount of $33,579.01

SUMMARY:
Pender County is working on improving drainage and reducing the impact of future flood events through the implementation of our Drainage Improvement Program. Staff is currently implementing the Streamflow Rehabilitation Assistance Program (StRAP) project that involves debris removal from three creeks in the County and is fully funded through State grant money. To improve the efficiency and effectiveness of this program, staff is requesting to use $33,579.01 in grant funding to purchase an Argo all-terrain vehicle.

The Argo will allow staff to access areas that are currently inaccessible, or are challenging to access via boat or by walking. This improved access will allow staff to more quickly respond to citizen complaints regarding drainage issues, improve the inspection process of waterways that are being cleared of debris, and increase efficiency in assessing waterways that need drainage improvement work. This purchase is fully reimbursable through grant-funding and will require no County contribution.

The applicable budget line is 60-404500-6471.

ACTION REQUESTED:
Consideration of approving a purchase order in the amount of $33,579.01 to Bost Tune-up & Argo ATV Sales LLC.

ATTACHMENTS:
1. Three Argo Quotes
2. Budget Ordinance Amendment

Bost Tune-up & Argo ATV Sales LLC
6540 Hwy 152 East
Rockwell, NC 28138

NAME / ADDRESS

PENDER COUNTY
BRUGAW, NC 28425

Estimate

DATE	ESTIMATE ...
1/19/2023	1185

PROJECT

DESCRIPTION	QTY	COST	TOTAL
8X8 ARGO AURORA 950 SX , THIS IS A 950 SX 8X8 2022 YEAR MODEL NEW, EQUIPPED WITH A 40 HP AIR COOLED EFI ENGINE, ADMIRAL TRANSMISSION WITH APS STEERING, 50 AMP CHARGING SYSTEM, FULL SKID PLATE, AXLE BEARING EXTENSION, BILGE PUMP, 25X12X9 TIRES ON OFFSET BEADLOCK RIMS, TUNDRA IN COLOR, AND HOOD COOLING FAN.	1	28,349.01	28,349.01T
RUBBER TRACK KIT AVENGER	1	4,437.00	4,437.00T
WIRELESS REMOTE CONTROL FOR WINCH	1	265.00	265.00T
MUD FLAPS	0		0.00T
WINCH, ACC VRX35-S	1	949.00	949.00T
FREIGHT FROM CANADA TO BOST ARGO	1	1,100.00	1,100.00T
COMMERCIAL DISCOUNT	1	-2,500.00	-2,500.00T
BRUSHGUARD ACC		479.00	479.00T
THIS ESTIMATE WILL BE GOOD FOR 30 DAYS OR UNTIL VEHICLE IS SOLD			
DELIVERY FROM ROCKWELL, NC TO BURG, NC 320 MILES AND FUEL	1	500.00	500.00T
NC SALES TAX		7.00%	2,350.53

Where ever we go, We Argo

TOTAL $35,929.54

Phone #	Fax #	E-mail	Web Site
704-279-5736	704-279-8593	bostatv@gmail.com	www.atvargo.com

Performance Automotive Group Inc.
607 Warsaw Rd.
Clinton, NC 28328

Contact: Gary Shaffer
(910) 789-7682
gshaffer@performancecdjr.com

Quote - Unit Detail

Quote Prepared For
Daniel Adams
Pender County NC
dadams@pendercountync.gov

1/24/2023

Vechicles

QTY	MAKE	MODEL - Description	Unit Price
1	**ARGO**	**2022 AURORA 950 SX 8X8** VIN: 2DG8FBB03NNA47739 Color: BLACK	**$ 29,799.00**
1	825-50-1-NE	ACC, TRACK, 8X8 RUBBER - NO EXT	$ 4,049.95
1	900-0036	BRUSH GUARD ACC	$ 489.95
1	900-0048	WINCH ACC, VRX35-S	$ 949.95
1	90288	WINCH REMOTE CONTROL	$ 238.95
1	625-10	ACC, MUD FLAP	$ 64.95
		ACCESSORY INSTALLATION	$ 1,200.00
		*GOV/FLEET DISCOUNT	$ (2,000.00)

Vehicle Total	$	34,792.75
Estimated Sales Tax	$	2,435.49
(-) Down Payment	$	-
Total Due	**$**	**37,228.24**

TO WAIVE SALES TAX - E-595E AGREEMENT CERTIFICATE MUST BE PRESENTED OR ON FILE

Vehicle quote is valid for in-stock 2022 Aurora model only. Accessory prices based on new orders.

SHANK'S LAWN EQUIPMENT
Phone 717-375-4455
Toll Free 888-375-4455
Fax 717-375-4558
info@ShanksLawn.com
www.ShanksLawn.com

WORK ORDER/QUOTE 356704

4900 Molly Pitcher Hwy.
Chambersburg, PA 17202-8198
US RT. 11 at Marion
I-81 Exit 10

Bill To	Ship To
Pender County 805 S Walker St Daniel Adams BURGAW, NC 28425	Same as Billing address

Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
398879	Emmons Garner			(910) 512-8712	Estimate	

Counter Person	Sales Person	Date Printed	Reference	Email Address	Department
22	22	01/27/23	356704	dadams@pendercountync.gov	RETAIL Sales

Part Number	Line	Description	Ordered	B/O'd	Shipped	List	Net Each	Amount
958-88-ne	ARGP	ACC, RUBBER TRACKS NO EXT	1		1	$3,869.95	$3,794.09	$3,794.09
625-10	ARGP	ACC, MUD FLAP	1		1	$59.95	$58.77	$58.77
900-0048	ARGP	WINCH ACC, VRX35 S	1		1	$1,129.95	$1,107.80	$1,107.80
622-137	ARGP	ACC, WARN WINCH REMOTE WIRLESS	1		1	$343.10	$343.10	$343.10
900-0036	ARGP	BRUSH GUARD ACC	1		1	$469.95	$469.95	$469.95

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
22Aurora950SX8x8	AGQW	Aurora 950 SX 8x8	1		1	$28,349.00	$27,446.24	$27,446.24

Description	Line	Reference	Quantity	Net Each	Amount
Freight		shipping to zip code 28425	1	$600.00	$600.00

Note

I certify, under the penalties of perjury, that merchandise described on this invoice and affidavit will ship by a 3rd party carrier to a delivery destination outside the State of Pennsylvania and thus is not subject to Pennsylvania sales tax. As the purchaser, I understand that if there is sales tax, use tax, or any other registration fee or any tax liability of any kind on this merchandise, it is to be reported by the purchaser and paid directly to the Tax Commission of the purchaser's state of North Carolina and the purchaser assumes any and all liability for said action or lack thereof.

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Signed X _____ Date ___/___/____

Print Name_____

Public Notary Signature and Seal Below

Sub Total	$33,219.95
Miscellaneous	$600.00
Labor	$0.00

Tax Type	Tax Rate	Tax Amount
Out of State	0.0000%	$0.00
	Sales Tax Total	$0.00

Grand Total	$33,819.95

No returns or service warranties without a receipt. There are no returns on equipment, special order or electrical parts. A 15% restocking fee is charged on all other parts returns. Parts returns accepted up to 10 days from invoice date.

Notes:		Customer acknowledges receipt thereof:

Wednesday, July 20, 2022

Pender County Budget Ordinance Amendment

Date Wednesday, July 20, 2022

Board Meeting Date (If Applicable) Monday, August 15, 2022

Fiscal Year FY 2022-2023

Fund 60 - CIP

Division, Program, Project, etc. Hazard Mitigation

Department 653 - PLANNING DEPARTMENT

Purpose of Request
County received grant funding for debris removal work.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-348366-6471	NC Dept of Ag & Con Serv Grant	$357,888.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-404500-6471	Contracted Services	$357,888.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 357888

Total Expenditures 357888

Budget Amendment Balances when Zero. 0

Prepared By: Daniel Adams

Email dadams@pendercountync.gov

Pender County
ABC Board

TO:	BOCC
FROM:	
DATE:	April 3, 2023
SUBJECT:	ABC Board

SUMMARY:
Presentation

Pender County
Tourism Development Board
Appointment

TO:	BOCC
FROM:	Nancy Avery
DATE:	April 3, 2023
SUBJECT:	Board appointment

SUMMARY:
The District 1 representative, Chuck Strickland, resigned from the Tourism Development Authority (TDA) board due to work scheduling. He served for 9.5 years.

Applicant Lori Chaney-Hastings has applied for this position in District 1. This will be her first appointment to this board. Her referral comes from the TDA chair.

ACTION REQUESTED:
Appoint applicant Lori Chaney-Hastings as the District 1 representation on the TDA board.

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION					
Last Name: Chaney - Hastings	First: Lori	M.I.	Date: 03-16-2023		
Physical Address: 1009 S. Shore Drive			Apartment/Unit #		
City: Surf City	State: NC		ZIP: 28445		
Mailing Address (if different from above)					
City	State		ZIP		
Home Phone: 540.273.3096	Work Phone: same		E-mail Address 1: lcchaney64@gmail.com		
Fax Number			E-mail Address 2		
Board Interest(s): My interest is a Surf City Rep for Pender County Tourism Board.					
How long have you been a resident of Pender County? 7 years as a full time resident.					

EDUCATION							
High School: Marion High School				Location: Marion, Indiana			
From: 1979	To: 1982	Did you graduate?	YES ☒ X	NO ☐			
College: Michigan State Univ				Location: East Lansing, MI			
From: 1984	To: 1988	Did you graduate?	YES ☒ X	NO ☐	Degree: BA in EL EM		
Other: Ball State University and Troy State Univ				Location: Muncie, IN and Troy, AL			
From: 92 - 95 2004-2005	To:	Did you graduate?	YES ☒ X	NO ☐	Degree: MA Ed - Special Education MA Ed - Ed Tech		

EMPLOYMENT HISTORY			
Current Employment	Curriculum Associates	Job Title	Director of Sales - Mid Atlantic
Responsibilities	Oversee sales for a team of 10 sales rep		
Previous Employment	Creative Learning System	Job Title	VP of Sales
Previous Employment	Great Minds	Job Title	Director of Sales
Previous Employment		Job Title	

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Current Secretary for Paddle 4 Troops. I have been on this Board since 2018.
Past memberships include Rotary Club, Sunday School Teacher, Girl Scout Leader, Tech Advisory Board - Stafford County Public Schools

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?		
YES ☐	NO ☒	If yes, explain (including length of service).

State reasons why you feel qualified for this appointment(s):

My desire to serve on the Pender County Tourism Board as a representative for Surf City comes from my love of my community and county and the desire to share that love with others. I want to help build our amazing Pender County brand that supports tourism in a way that it is economically, environmentally, and socially sustainable for our community.

MILITARY SERVICE

Branch N/A	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐	NO ☒	If yes, explain.

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

YES ☐	NO ☒	If yes, list family member name(s) and position/board or committee(s).

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

I was a teacher for 20 years and during that time I would coach (often in sports I knew nothing about) just to make certain kids had the opportunity to participate in the sports (coaching paid less than $200 per season so it wasn't about the $.) I started a running club for young girls to create community and support mental and physical health (long before Girls on the Run). As technology was growing in schools, I created a Tech Team that consisted of students that could act as mentors to older teachers and help in their classes where these teachers were hesitant. The greater value of this tech team was my tech team was developing leadership skills that would prepare them for middle school and community involvement.
Overall, I have longed believed that we all have a civic duty to support the community where we live. I was raised with the belief that if you see a need and have the skills to fulfill that need, step up and do so.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature Lisa Cheney	Date 3/16/2023