Pender County

Agenda

Board of County Commissioners Meeting
Tuesday, January 17, 2023 @ 4:00 PM
Hampstead Annex Auditorium
805 S. Walker Street, Burgaw, NC

			Presenter	Page
1.	CALL TO ORDER			
2.	INVOCATION			
3.	PLEDGE OF ALLEGIANCE			
4.	ADOPTION OF AGENDA			
5.	PUBLIC HEARING			
	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 Adult Services transportation	Logenbach	5 - 22
	5.2.	Resolution authorization to submit for grants for public transportation Resolution authorization to submit for grants for public transportation	Logenbach	23 - 41
6.	PUBLIC INFORMATION			
	6.1.	Presentation from NCORR staff regarding the Strategic Buyout Program in Pender County by Maggie Battaglin, NCORR Director of Mitigation	Adams & Battaglin	
	6.2.	NC Military Business Center Overview by Olivia Chavez Carroll, Business Development Professional at Cape Fear Community College	Carroll	
	6.3.	2020 Canetuck (CTK) Phase 1 status update by Kris Ward, Director of Business Development FOCUS Broadband	Ward	
	6.4.	Proclamation Year of the Trail Proclamation Year of the Trail	Proctor	43
7.	PUBLIC COMMENT			
8.	CONSENT AGENDA			
	8.1.	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2022-2023: $1,137 Family Planning additional funding 01.03.2023	Moser	45 - 51
	8.2.	Approval of Budget Amendment to Decrease Health Department Revenues and Expenditures for Fiscal Year 2022-2023: $678 TB Control decrease 01.03.2023	Moser	53 - 57
	8.3.	Approval of BOA for Grant funding from NCEM for the 2023 PENSAR Swamp Stomp BOA Swamp Stomp	Blue and Batson	59 - 60

	8.4.	Clerk to the Board appointment Resolution clerk to the Board appointment	Andrews	61 - 62
9.	APPROVALS AND RESOLUTIONS			
	9.1.	Approve changes to Animal Control Ordinance Animal Ordinance Changes	Moser and Cutler	63 - 78
	9.2.	Renewal of lease for 102 W. Fremont Street Renewal of lease for 102 W. Fremont Street Lease Renewal _ 102 WF _ Pender County	Vann	79 - 111
	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 Resolution for purchase order for USDA Environmental Assessment	Moser	113 - 160
	9.4.	Approval of Interlocal Agreement Regarding LCFWASA Raw Water Pipeline System Improvements ILA_LCFWASA_RawWaterPipelineImprovements	Keel	161 - 192
10.	DISCUSSION			
11.	APPOINTMENTS			
	11.1.	Two applicants for appointment to Voluntary Agricultural District Board Jared Johnson Gina Marasco -has served two terms J. Johnson app	Andrews	193 - 194
	11.2.	Renewal of four members of the Planning Board whose terms are expiring: Consideration of Reappointment of Planning Board Members	Andrews	195 - 204
	11.3.	Reappointment of two members of Board of Adjustment Board of Adjustment reappointments Max Kipfer Application Jeffrey Snider Application	Andrews	205 - 212
	11.4.	Appointment of Jerry Groves to serve on the Board of Equalization Appointment of Jerry Groves to serve on the Board of Equalization		213
	11.5.	Renewal of Tamara Savage's term on the Novant Health Pender Medical Center Board Renewal of Tamara Savage's term on the Novant Health Pender Medical Center Board	Andrews	215
	11.6.	Appointment for Tourism Development Authority Appointment to TDA	Andrews	217
12.	MAPLE HILL WATER AND SEWER DISTRICT			
13.	ROCKY POINT WATER AND SEWER DISTRICT			
14.	SCOTTS HILL WATER AND SEWER DISTRICT			
15.	MOORES CREEK WATER AND SEWER DISTRICT			

16. CENTRAL PENDER WATER AND SEWER DISTRICT

17. PENDER COUNTY BOARD OF HEALTH

18. SOCIAL SERVICES BOARD

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

20. CLOSED SESSION (IF APPLICABLE).

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

21.1.	REZONE 2022-37: Zoning Map Amendment of Two Tracts in the Long Creek Township from GB, General Business, to RP, Residential Performance. REZONE 2022-37	Brantley	219 - 248
21.2.	SUP 2022-37 - Special Use Permit request for the commercial storage of boats and watercraft outdoors in the Topsail Township. SUP 2022-37	Brantley	249 - 264
21.3.	SUP 2022-38: Request for Special Use Permit Revocation SUP 2022-38	Brantley	265 - 312
21.4.	SUP 2022-39 - Request for Special Use Permit to allow for the development and operation of a church. SUP 2022-39	Brantley	313 - 353
21.5.	SUP 2022-40: Request for Special Use Permit Revocation SUP 2022-40	Brantley	355 - 390

22. ADJOURNMENT

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2024 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, (*Legal Name of Applicant*) __Pender County for Pender Adult Services, Inc. (PAS-TRAN) ____ hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (*Authorized Official's Title*)* _____ of (*Name of Applicant's Governing Body*) _____ is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (*Certifying Official's Name*)* _____ (*Certifying Official's Title)* _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (*Name of Applicant's Governing Board*) _____ duly held on the _____ day of _____, _____.

_____

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me
(*date*) _____

Affix Notary Seal Here

_____

Notary Public *

_____

_____

Printed Name and Address

My commission expires
(*date*) _____

PUBLIC HEARING NOTICE
Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

This is to inform the public that a public hearing will be held on the proposed Pender Adult Services (PAS-TRAN) Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than Jan 30, 2023. The public hearing will be held on Jan 17, 2023 at 4pm before the (*governing board*) Pender County Board of Commisiioners.

Those interested in attending the public hearing and needing either auxiliary aids and services under the Americans with Disabilities Act (ADA) or a language translator should contact Jim Longenbach on or before Jan 16, 2023, at telephone number 910-259-9119 or via email at jlongenbach@penderpas.com.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Pender County as well as provides transportation options and services for the communities within this service area. These services are currently provided using Transit Vans. Services are rendered by Pender Adult Services (PAS-TRAN).

The total estimated amount requested for the period ***July 1, 2023 through June 30, 2024.***

NOTE: Local share amount is subject to State funding availability.

Project	Total Amount	Local Share	
Administrative	**$ 216,439**	**$ 32,466**	**(15%)**
Operating (5311)	**$**	**$**	**(50%)**
Capital (Vehicles & Other)	**$ 96,000**	**$ 9,600**	**(10%)**
5310 Operating	**$ 180,000**	**$ 90,000**	**(50%)**
Other _____	**$**	**$**	**(%)**
TOTAL PROJECT	**$ 402,439**	**$ 42,066**	

Total Funding Request 402,439 **Total Local Share 42,066**

$90,000 5310 match to come from ROAP Fudning

This application may be inspected at 901 S Walker St Burgaw NC 28425 from 9 am to 5pm. Written comments should be directed to jlongenbach@penderpas.com before Jan 16,2023.

End of Notice

Note: **AN ORIGINAL COPY** of the published Public Hearing Notice must be attached to a signed Affidavit of Publication. **Both the Public Hearing Notice and the Affidavit of Publication** must be submitted with the grant application.

PUBLIC HEARING OUTREACH

APPLICANT: Pender Adult Services, Inc. (PAS-TRAN)

Provide a detailed description of public hearing outreach efforts by the applicant to inform the public **ESPECIALLY MINORITY, WOMEN, ELDERLY, DISABLED, LIMITED ENGLISH PROFICIENCY- (LEP) AND LOW INCOME INDIVIDUALS** about the scheduled public hearing and the opportunity to comment on the proposed Community Transportation grant application. Outreach may include efforts such as distribution of information on vehicles, at human service agencies, at local community events, at public events, local organization, etc.

Click on gray box and begin typing the *detailed* description.

Important – A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

APPLICANT: **Pender Adult Services, Inc. (PAS-TRAN)**

DATE: **1/17/2023**

PLACE: **Hampstead Annex**

TIME: **4:00 PM**

How many BOARD MEMBERS attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys

☐ *(Attached)*

☐ *(Offered at Public Hearing but none completed)*

I, the undersigned, representing *(Legal Name of Applicant)* **Pender Adult Services, Inc. (PAS-TRAN)** do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

☐ *(NO public comments)*

☐ *(Public Comments were made and meeting minutes will be submitted after board approval)*

The estimated date for board approval of meeting minutes is: _____

_____
Signature or Clerk to the Board

_____
Printed Name and Title

_____
Date

Affix Seal Here

Voluntary Title VI Public Involvement

Title VI of the Civil Rights Act of 1964 requires the North Carolina Department of Transportation (NC DOT) to gather statistical data regarding participants and beneficiaries of the agency's federal-aid programs and activities. NC DOT collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population impacted by a proposed project.

NC DOT wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested to participate in this meeting. This form is a public document used to collect data, only.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact the NCDOT Title VI Program at telephone number 919.508.1808 or email at titlevi@ncdot.gov.

Project Name:		Date:
Meeting Location:		
Name (please print)		Gender: ☐ Male ☐ Female
General ethnic identification categories (check one)		
☐ Caucasian	☐ Hispanic American	☐ American Indian/Alaskan Native
☐ African American	☐ Asian/Pacific Islander	Other: _____
Color:		National Origin:

After completing this form, please fold and place it inside the designated box on the registration table.

Thank you for your cooperation.

Important – A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

APPLICANT: **Pender Adult Services, Inc. (PAS-TRAN)**

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During the Public Hearing

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Project Name:		Date:
Meeting Location:		
Name (please print)		Gender: ☐ Male ☐ Female
General ethnic identification categories (check one)		
☐ Caucasian	☐ Hispanic American	☐ American Indian/Alaskan Native
☐ African American	☐ Asian/Pacific Islander	Other: _____
Color:		National Origin:

After completing this form, please fold and place it inside the designated box on the registration table.

Thank you for your cooperation.

FY 2024 LOCAL SHARE CERTIFICATION FOR FUNDING

Pender Adult Services, Inc (PAS-TRAN)
(Legal Name of Applicant)

Requested Funding Amounts

Project	Total Amount	Local Share**
5311 Administrative	$ **216,439**	$ **32,466** (15%)
5311 Operating (No State Match)	$ _____	$ _____ (50%)
5310 Operating (No State Match)	$ **90,000**	$ **90,000** (50%)
5307 Operating	$ _____	$ _____ (50%)
5307 Planning	$ _____	$ _____ (10%)
Combined Capital	$ **96,000**	$ **9,600** (10%)
Mobility Management	$ _____	$ _____ (50%)
5310 Capital Purchase of Service	$ _____	$ _____ (10%)
_____	$ _____	$ _____ (__%)
_____	$ _____	$ _____ (__%)
_____	$ _____	$ _____ (__%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	$ **402,439**	$ **42,066 requested**
90,000 comes from ROAP Funding		
	Total Funding Requests	**Total Local Share**

****NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

The Local Share is available from the following sources:

Source of Funds	Apply to Grant	Amount
_____	_____	$ _____
_____	_____	$ _____
_____	_____	$ _____
_____	_____	$ _____
_____	_____	$ _____

____ ____ $ ____

FY 2024 Local Share Certificate (page 2)

_____	_____	$ _____
_____	_____	$ _____
TOTAL		$ _____

**** Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing *(Legal Name of Applicant)* **Pender County for Pender Adult Services Inc. (PAS-TRAN)** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2024 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2023**, which has a period of performance of July 1, 2023 – June 30, 2024.

_____
Signature of Authorized Official

_____
Type Name and Title of Authorized Official

_____
Date

REQUEST FOR BOARD ACTION

ITEM NO._____

DATE OF MEETING: January 17, 2023

REQUESTED BY: Wesley B. Davis, Executive Director and James R. Longenbach, Transportation Director, Pender Adult Services Transportation (PAS-TRAN)

SHORT TITLE: Public Hearing and Resolution Approving Grant Application 5310-Enhanced Mobility of Senior's and Individuals with Disabilities Program Operated by Pender Adult Services for FY 2021-2022: $180,000.

BACKGROUND: Pender Adult Services (PAS) acts as Transportation Coordinator for Pender County. They provide transportation around Pender and to select destinations in New Hanover and Duplin Counties. Patrons of this service will pay a minimum $.50 each trip (request on and off van) for their transportation to the senior center and $3.00 each trip to other approved destinations.

This year PAS is requesting $180,000 from NC Department of Transportation, requiring a local match of $90,000. **This local match will come from the Rural Operating Assistance Program (ROAP) and is in agreement with guidelines from NC Department of Transportation**. This service is to be provided for the benefit of seniors age 65 and older and/ or have a disability, for residents and area visitors in Pender County. PAS will be subsidizing the cost of this program from their operating budget. Fares will be charged to allow a reduced amount of subsidy. As of FY18, NCDOT is not allowing fares to be a primary source of local match funds Fuel costs has impacted Pender Adult Services directly.

Funds for the local match are budgeted through NC Department of Transportation ROAP. A public hearing is requested to be held.

SPECIFIC ACTION REQUESTED: The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of $90,000 for the Program Grant in the amount of $180,000 for FY 2024 and approve the submission of the Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant Application by Pender Adult Services, Inc.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

_____
Initial

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that

Authorization is approved for Pender Adult Services to submit a grant application to the NC Department of Transportation in support of state funding for the 5310-Enhanced Mobility of seniors and Individuals with Disabilities Program in Fiscal Year 2022. The Chairman/County Manager is authorized to execute any documentation necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS

YEA VOTES: _____ _____ _____ _____ _____

_____ _____
J. David Williams, Chairman Date

_____ _____
ATTEST Date

REQUEST FOR BOARD ACTION

ITEM NO. ___

DATE OF MEETING: January 17, 2023

REQUESTED BY: Wesley B. Davis, Executive Director and James R. Longenbach, Transportation Director for Pender Adult Services Transportation (PAS-TRAN)

SHORT TITLE: Public Hearing and Resolution Approving Grant Applications and Authorizing Local Share for 5311-Community Transportation Program- ADMIN; Operated by Pender Adult Services for FY 2021-2022: $216,439. Local Share $32,466.

BACKGROUND: Pender Adult Services (PAS) acts as Transportation Coordinator for Pender County. They provide transportation around Pender County and to additional destinations such as Duplin and New Hanover Counties. Patrons of this service pay $3 each way for their transportation within the County and $8 each way for transportation outside of Pender County.

This year PAS is requesting $216,439 from NC Department of Transportation, requiring a local match of $32,466. The administrative portion provides for the Transportation Director salary, the Transportation Director Assistant's salary, driver services and supplies, vehicle insurance, marketing materials, employee training, postage, and computer supplies, etc.

This service is required, by law, to be provided for the benefit of Department of Social Services clients. In addition, **it is available to all residents of Pender County**. PAS subsidizes the cost of this program by approximately $58,000 annually from their operating budget; however, the fares have allowed them to reduce the amount of subsidy. As of FY18, NCDOT is not allowing fares to be a primary source of local match funds. Fuel costs have impacted this program directly.

Funds for the local match are budgeted under 681-461920 Community Transportation Program. NC Department of Transportation requires that a public hearing be held prior to authorizing this action.

SPECIFIC ACTION REQUESTED: The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of the Community Transportation Program Administrative Grant in the amount of $32,466 for FY 2024 and approve the submission of the CTP Grant Application by Pender Adult Services, Inc.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

_____
Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that

authorization is approved for Pender Adult Services to submit a grant application to the NC Department of Transportation in support of state funding for the Community Transportation Administrative Program and the local share of $32,466 will be budgeted in Fiscal Year 2024 under 681-461920, Community Transportation Program. The Chairman/County Manager is authorized to execute any documentation necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS

YEA VOTES: Williams_____ _____ _____ _____ _____

_____ _____
J. David Williams, Chairman Date

_____ _____
ATTEST Date

Pender County
Resolution authorization to submit for grants for public transporation

TO:	BOCC
FROM:	Jim Logenback
DATE:	January 17, 2023
SUBJECT:	Resolution authorization to submit for grants for public transportation

SUMMARY:
Resolution assures and certifies that the County will provide required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2024 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, (*Legal Name of Applicant*) __Pender County for Pender Adult Services, Inc. (PAS-TRAN) ____ hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (*Authorized Official's Title*)* _____ of (*Name of Applicant's Governing Body*) _____ is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (*Certifying Official's Name*)* _____ (*Certifying Official's Title)* _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (*Name of Applicant's Governing Board*) _____ duly held on the _____ day of _____, _____.

_____

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me
(*date*) _____

Affix Notary Seal Here

_____

Notary Public *

_____

_____

Printed Name and Address

My commission expires
(*date*) _____

PUBLIC HEARING NOTICE
Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

This is to inform the public that a public hearing will be held on the proposed Pender Adult Services (PAS-TRAN) Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than Jan 30, 2023. The public hearing will be held on Jan 17, 2023 at 4pm before the (*governing board*) Pender County Board of Commisiioners**.**

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The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Pender County as well as provides transportation options and services for the communities within this service area. These services are currently provided using Transit Vans. Services are rendered by Pender Adult Services (PAS-TRAN).

The total estimated amount requested for the period ***July 1, 2023 through June 30, 2024.***

NOTE: Local share amount is subject to State funding availability.

Project	Total Amount	Local Share	
Administrative	**$ 216,439**	**$ 32,466**	**(15%)**
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5310 Operating	**$ 180,000**	**$ 90,000**	**(50%)**
Other _____	**$**	**$**	**(%)**
TOTAL PROJECT	**$ 402,439**	**$ 42,066**	

Total Funding Request 402,439 **Total Local Share 42,066**

$90,000 5310 match to come from ROAP Fudning

This application may be inspected at 901 S Walker St Burgaw NC 28425 from 9 am to 5pm. Written comments should be directed to jlongenbach@penderpas.com before Jan 16,2023.

End of Notice

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PUBLIC HEARING OUTREACH

APPLICANT: Pender Adult Services, Inc. (PAS-TRAN)

Provide a detailed description of public hearing outreach efforts by the applicant to inform the public **ESPECIALLY MINORITY, WOMEN, ELDERLY, DISABLED, LIMITED ENGLISH PROFICIENCY- (LEP) AND LOW INCOME INDIVIDUALS** about the scheduled public hearing and the opportunity to comment on the proposed Community Transportation grant application. Outreach may include efforts such as distribution of information on vehicles, at human service agencies, at local community events, at public events, local organization, etc.

Click on gray box and begin typing the *detailed* description.

Important – A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

APPLICANT: **Pender Adult Services, Inc. (PAS-TRAN)**

DATE: **1/17/2023**

PLACE: **Hampstead Annex**

TIME: **4:00 PM**

How many BOARD MEMBERS attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys

☐ *(Attached)*

☐ *(Offered at Public Hearing but none completed)*

I, the undersigned, representing *(Legal Name of Applicant)* **Pender Adult Services, Inc. (PAS-TRAN)** do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

☐ *(NO public comments)*

☐ *(Public Comments were made and meeting minutes will be submitted after board approval)*

The estimated date for board approval of meeting minutes is: _____

_____
Signature or Clerk to the Board

_____
Printed Name and Title

_____
Date

Affix Seal Here

Voluntary Title VI Public Involvement

Title VI of the Civil Rights Act of 1964 requires the North Carolina Department of Transportation (NC DOT) to gather statistical data regarding participants and beneficiaries of the agency's federal-aid programs and activities. NC DOT collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population impacted by a proposed project.

NC DOT wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested to participate in this meeting. This form is a public document used to collect data, only.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact the NCDOT Title VI Program at telephone number 919.508.1808 or email at titlevi@ncdot.gov.

Project Name:		Date:
Meeting Location:		
Name (please print)		Gender: ☐ Male ☐ Female
General ethnic identification categories (check one)		
☐ Caucasian	☐ Hispanic American	☐ American Indian/Alaskan Native
☐ African American	☐ Asian/Pacific Islander	Other: _____
Color:		National Origin:

After completing this form, please fold and place it inside the designated box on the registration table.

Thank you for your cooperation.

Important – A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

APPLICANT: **Pender Adult Services, Inc. (PAS-TRAN)**

DATE: **1/17/2023**

PLACE: **Hampstead Annex**

TIME: **4:00 PM**

How many BOARD MEMBERS attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys

☐ *(Attached)*

☐ *(Offered at Public Hearing but none completed)*

I, the undersigned, representing *(Legal Name of Applicant)* **Pender Adult Services, Inc. (PAS-TRAN)** do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

☐ *(NO public comments)*

☐ *(Public Comments were made and meeting minutes will be submitted after board approval)*

The estimated date for board approval of meeting minutes is: _____

_____
Signature or Clerk to the Board

_____
Printed Name and Title

_____
Date

Affix Seal Here

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Project Name:		Date:
Meeting Location:		
Name (please print)		Gender: ☐ Male ☐ Female
General ethnic identification categories (check one)		
☐ Caucasian	☐ Hispanic American	☐ American Indian/Alaskan Native
☐ African American	☐ Asian/Pacific Islander	Other: _____
Color:		National Origin:

After completing this form, please fold and place it inside the designated box on the registration table.

Thank you for your cooperation.

FY 2024 LOCAL SHARE CERTIFICATION FOR FUNDING

Pender Adult Services, Inc (PAS-TRAN)
(Legal Name of Applicant)

Requested Funding Amounts

Project	Total Amount	Local Share**
5311 Administrative	$ **216,439**	$ **32,466** (15%)
5311 Operating (No State Match)	$ _____	$ _____ (50%)
5310 Operating (No State Match)	$ **90,000**	$ **90,000** (50%)
5307 Operating	$ _____	$ _____ (50%)
5307 Planning	$ _____	$ _____ (10%)
Combined Capital	$ **96,000**	$ **9,600** (10%)
Mobility Management	$ _____	$ _____ (50%)
5310 Capital Purchase of Service	$ _____	$ _____ (10%)
_____	$ _____	$ _____ (__%)
_____	$ _____	$ _____ (__%)
_____	$ _____	$ _____ (__%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	$ **402,439**	$ **42,066 requested**
90,000 comes from ROAP Funding		
	Total Funding Requests	**Total Local Share**

****NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

The Local Share is available from the following sources:

Source of Funds	Apply to Grant	Amount
_____	_____	$ _____
_____	_____	$ _____
_____	_____	$ _____
_____	_____	$ _____
_____	_____	$ _____

_____ _____ $ _____

FY 2024 Local Share Certificate (page 2)

_____	_____	$ _____
_____	_____	$ _____
TOTAL		$ _____

**** Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing *(Legal Name of Applicant)* **Pender County for Pender Adult Services Inc. (PAS-TRAN)** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2024 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2023**, which has a period of performance of July 1, 2023 – June 30, 2024.

_____
Signature of Authorized Official

_____
Type Name and Title of Authorized Official

_____
Date

REQUEST FOR BOARD ACTION

ITEM NO._____

DATE OF MEETING: January 17, 2023

REQUESTED BY: Wesley B. Davis, Executive Director and James R. Longenbach, Transportation Director, Pender Adult Services Transportation (PAS-TRAN)

SHORT TITLE: Public Hearing and Resolution Approving Grant Application 5310-Enhanced Mobility of Senior's and Individuals with Disabilities Program Operated by Pender Adult Services for FY 2021-2022: $180,000.

BACKGROUND: Pender Adult Services (PAS) acts as Transportation Coordinator for Pender County. They provide transportation around Pender and to select destinations in New Hanover and Duplin Counties. Patrons of this service will pay a minimum $.50 each trip (request on and off van) for their transportation to the senior center and $3.00 each trip to other approved destinations.

This year PAS is requesting $180,000 from NC Department of Transportation, requiring a local match of $90,000. **This local match will come from the Rural Operating Assistance Program (ROAP) and is in agreement with guidelines from NC Department of Transportation**. This service is to be provided for the benefit of seniors age 65 and older and/ or have a disability, for residents and area visitors in Pender County. PAS will be subsidizing the cost of this program from their operating budget. Fares will be charged to allow a reduced amount of subsidy. As of FY18, NCDOT is not allowing fares to be a primary source of local match funds Fuel costs has impacted Pender Adult Services directly.

Funds for the local match are budgeted through NC Department of Transportation ROAP. A public hearing is requested to be held.

SPECIFIC ACTION REQUESTED: The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of $90,000 for the Program Grant in the amount of $180,000 for FY 2024 and approve the submission of the Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant Application by Pender Adult Services, Inc.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

_____
Initial

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that

Authorization is approved for Pender Adult Services to submit a grant application to the NC Department of Transportation in support of state funding for the 5310-Enhanced Mobility of seniors and Individuals with Disabilities Program in Fiscal Year 2022. The Chairman/County Manager is authorized to execute any documentation necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS

YEA VOTES: _____ _____ _____ _____ _____

_____ _____
J. David Williams, Chairman Date

_____ _____
ATTEST Date

REQUEST FOR BOARD ACTION

ITEM NO. ___

DATE OF MEETING: January 17, 2023

REQUESTED BY: Wesley B. Davis, Executive Director and James R. Longenbach, Transportation Director for Pender Adult Services Transportation (PAS-TRAN)

SHORT TITLE: Public Hearing and Resolution Approving Grant Applications and Authorizing Local Share for 5311-Community Transportation Program- ADMIN; Operated by Pender Adult Services for FY 2021-2022: $216,439. Local Share $32,466.

BACKGROUND: Pender Adult Services (PAS) acts as Transportation Coordinator for Pender County. They provide transportation around Pender County and to additional destinations such as Duplin and New Hanover Counties. Patrons of this service pay $3 each way for their transportation within the County and $8 each way for transportation outside of Pender County.

This year PAS is requesting $216,439 from NC Department of Transportation, requiring a local match of $32,466. The administrative portion provides for the Transportation Director salary, the Transportation Director Assistant's salary, driver services and supplies, vehicle insurance, marketing materials, employee training, postage, and computer supplies, etc.

This service is required, by law, to be provided for the benefit of Department of Social Services clients. In addition, **it is available to all residents of Pender County**. PAS subsidizes the cost of this program by approximately $58,000 annually from their operating budget; however, the fares have allowed them to reduce the amount of subsidy. As of FY18, NCDOT is not allowing fares to be a primary source of local match funds. Fuel costs have impacted this program directly.

Funds for the local match are budgeted under 681-461920 Community Transportation Program. NC Department of Transportation requires that a public hearing be held prior to authorizing this action.

SPECIFIC ACTION REQUESTED: The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of the Community Transportation Program Administrative Grant in the amount of $32,466 for FY 2024 and approve the submission of the CTP Grant Application by Pender Adult Services, Inc.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

_____
Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that

authorization is approved for Pender Adult Services to submit a grant application to the NC Department of Transportation in support of state funding for the Community Transportation Administrative Program and the local share of $32,466 will be budgeted in Fiscal Year 2024 under 681-461920, Community Transportation Program. The Chairman/County Manager is authorized to execute any documentation necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS

YEA VOTES: Williams_____ _____ _____ _____ _____

_____ _____
J. David Williams, Chairman Date

_____ _____
ATTEST Date

Pender County Proclamation

TO:	BOCC
FROM:	Tammy Proctor
DATE:	January 17, 2023
SUBJECT:	Proclamation Year of the Trail

Pender County
Request for Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	January 17, 2023
SUBJECT:	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2022-2023: $1,137

SUMMARY:
The Women, Infant, and Community Wellness/Reproductive Health Branch has allocated an additional $1,137 in funds for the Family Planning Program. The additional funding is available only through March 31, 2023. The funds are to provide family planning services.

ACTION REQUESTED:
To approve the budget amendment to increase Health Department Revenues and Expenditures for Fiscal Year 2022-2023 in the amount of $1,137.

Division of Public Health
Agreement Addendum
FY 22-23

Pender County Health Department **Local Health Department Legal Name**	Women, Infant, and Community Wellness / Reproductive Health Branch **DPH Section / Branch Name**
151 Family Planning **Activity Number and Description**	Joseph Scott, 919-707-5696 joseph.scott@dhhs.nc.gov **DPH Program Contact** (name, phone number, and email)
06/01/2022 – 05/31/2023 **Service Period**	**DPH Program Signature** **Date** (only required for a negotiable Agreement Addendum)
07/01/2022 – 06/30/2023 **Payment Period**	

☐ Original Agreement Addendum
☒ Agreement Addendum Revision # **1**

I. Background:
No change.

II. Purpose:
This Agreement Addendum Revision #1 increases Title X funding to enable the Local Health Department to purchase family planning methods to provide to clients seeking family planning services. These additional funds are available only through March 31, 2023.

III. Scope of Work and Deliverables:
As of January 1, 2023, this Agreement Addendum Revision #1 ***adds Paragraph 8****, as follows:*

8. The Local Health Department shall purchase family planning methods based on the needs of their community, in order to have all family planning methods on hand to distribute as needed.

IV. Performance Measures / Reporting Requirements:
No change.

V. Performance Monitoring and Quality Assurance:
No change.

VI. Funding Guidelines or Restrictions:
As of January 1, 2023, this Agreement Addendum Revision #1 ***adds Paragraph 3****, as follows:*

3. The additional funds provided with this Revision are available only through March 31, 2023.

Health Director Signature (use blue ink or verifiable digital signature) Date

LHD to complete: [For DPH to contact in case follow-up information is needed.]	LHD program contact name: _____ Phone and email address: _____

Signature on this page signifies you have read and accepted all pages of this document. Template rev. August 2021

FY23 - FAS federal award supplement

Activity Nbr + Name: **151** **Family Planning**

FAS Nbr + Reason: **7** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

CFDA Nbr + Name: **93.217** Family Planning Services

IDC rate: n/a FAIN: **FPHPA006555** Is award R&D?: no Fed awd's total amt: $ 7,800,000

Fed award project description: North Carolina Statewide Family Planning Program

Fed awd date + awarding agency: 05-31-22 HHS, Office of the Secretary

Subrecipient	Subrecipient UEI	Subrecipient DUNS	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	MBM7W225N3W8	965194483	$ 2,569	$ 122,441
Albemarle	WAAVS51PNMK3	130537822	$ 6,847	$ 328,156
Alexander	XVEEJSNY7UX9	030495105	$ 986	$ 49,881
Anson	PK8UYTSNJCC3	847163029	$ 973	$ 51,653
Appalachian	CD7BFHB8W539	780131541	$ 3,116	$ 138,812
Beaufort	RN1SXFD4LXN6	091567776	$ 1,126	$ 63,224
Bladen	TLCTJWDJH1H9	084171628	$ 1,039	$ 52,350
Brunswick	MJBMXLN9NJT5	091571349	$ 1,458	$ 78,231
Buncombe	W5TCDKMLHE69	879203560	$ 2,954	$ 169,307
Burke	G855APCNL591	883321205	$ 1,451	$ 80,609
Cabarrus	RXDXNEJKJFU7	143408289	$ 2,081	$ 102,704
Caldwell	HL4FGNJNGE97	948113402	$ 1,507	$ 80,047
Carteret	UC6WJ2MQMJS8	058735804	$ 3,518	$ 134,328
Caswell	JDJ7Y7CGYC86	077846053	$ 863	$ 44,116
Catawba	GYUNA9W1NFM1	083677138	$ 2,149	$ 105,003
Chatham	KE57QE2GV5F1	131356607	$ 1,165	$ 57,604
Cherokee	DCEGK6HA11M5	130705072	$ 837	$ 39,665
Clay	HYKLQVNWLXK7	145058231	$ 695	$ 30,975
Cleveland	UWMUYMPVL483	879924850	$ 1,872	$ 101,678
Columbus	V1UAJ4L87WQ7	040040016	$ 1,176	$ 59,123
Craven	LTZ2U8LZQ214	091564294	$ 2,067	$ 118,997
Cumberland	HALND8WJ3GW4	123914376	$ 4,423	$ 270,283
Dare	ELV6JGB11QK6	082358631	$ 864	$ 38,225
Davidson	C9P5MDJC7KY7	077839744	$ 1,891	$ 101,870
Davie	L8WBGLHZV239	076526651	$ 934	$ 46,066
Duplin	KZN4GK5262K3	095124798	$ 1,440	$ 77,168
Durham	LJ5BA6U2HLM7	088564075	$ 3,567	$ 199,718
Edgecombe	MAN4LX44AD17	093125375	$ 1,445	$ 99,704
Foothills	NGTEF2MQ8LL4	782359004	$ 3,056	$ 160,946
Forsyth	V6BGVQ67YPY5	105316439	$ 4,315	$ 232,354
Franklin	FFKTRQCNN143	084168632	$ 1,180	$ 56,629
Gaston	QKY9R8A8D5J6	071062186	$ 3,299	$ 166,378
Graham	L8MAVKQJTYN7	020952383	$ 696	$ 29,984
Granville-Vance	MGQJKK22EJB3	063347626	$ 2,174	$ 113,190
Greene	VCU5LD71N9U3	091564591	$ 899	$ 48,095
Guilford	YBEQWGFJPMJ3	071563613	$ 6,245	$ 448,866
Halifax	MRL8MYNJJ3Y5	014305957	$ 1,770	$ 105,553
Harnett	JBDCD9V41BX7	091565986	$ 1,699	$ 88,559
Haywood	DQHZEVAV95G5	070620232	$ 1,203	$ 62,472
Henderson	TG5AR81JLFQ5	085021470	$ 1,417	$ 68,491
Hoke	C1GWSADARX51	091563643	$ 1,188	$ 60,103
Hyde	T2RSYN36NN64	832526243	$ 682	$ 32,821
Iredell	XTNRLKJLA4S9	074504507	$ 1,869	$ 104,762

FY23 - FAS federal award supplement

Activity Nbr + Name: **151** **Family Planning**

FAS Nbr + Reason: **7** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

CFDA Nbr + Name: **93.217** Family Planning Services

IDC rate: n/a FAIN: **FPHPA006555** Is award R&D?: no Fed awd's total amt: $ 7,800,000

Fed award project description: North Carolina Statewide Family Planning Program

Fed awd date + awarding agency: 05-31-22 HHS, Office of the Secretary

Subrecipient	Subrecipient UEI	Subrecipient DUNS	Federal funds from grant listed above	Total federal funds for entire Activity
Jackson	X7YWWY6ZP574	019728518	$ 1,204	$ 72,212
Johnston	SYGAGEFDHYR7	097599104	$ 1,987	$ 101,272
Jones	HE3NNNUE27M7	095116935	$ 708	$ 34,973
Lee	F6A8UC99JWJ5	067439703	$ 1,129	$ 61,501
Lenoir	QKUFL37VPGH6	042789748	$ 1,297	$ 83,251
Lincoln	UGGQGSSKBGJ5	086869336	$ 1,435	$ 64,013
Macon	LLPJBC6N2LL3	070626825	$ 877	$ 40,632
Madison	YQ96F8BJYTJ9	831052873	$ 833	$ 41,520
MTW	ZKK5GNRNBBY6	087204173	$ 2,520	$ 136,381
Mecklenburg	EZ15XL6BMM68	074498353	$ 8,592	$ 537,888
Montgomery	E78ZAJM3BFL3	025384603	$ 916	$ 42,086
Moore	HFNSK95FS7Z8	050988146	$ 1,340	$ 82,449
Nash	NF58K566HQM7	050425677	$ 1,791	$ 103,954
New Hanover	F7TLT2GMEJE1	040029563	$ 2,706	$ 140,105
Northampton	CRA2KCAL8BA4	097594477	$ 885	$ 48,957
Onslow	EGE7NBXW5JS6	172663270	$ 2,817	$ 166,400
Orange	GFFMCW9XDA53	091575191	$ 2,362	$ 117,463
Pamlico	FT59QFEAU344	097600456	$ 731	$ 37,782
Pender	T11BE678U9P5	100955413	$ 1,137	$ 62,751
Person	FQ8LFJGMABJ4	091563718	$ 1,032	$ 58,640
Pitt	VZNPMCLFT5R6	080889694	$ 3,027	$ 153,428
Polk	QZ6BZPGLX4Y9	079067930		
Randolph	T3BUM1CVS9N5	027873132	$ 1,979	$ 116,012
Richmond	Q63FZNTJM3M4	070621339	$ 1,053	$ 60,671
Robeson	LKBEJQFLAAK5	082367871	$ 2,436	$ 151,575
Rockingham	KGCCCHJJZZ43	077847143	$ 1,369	$ 82,146
Rowan	GCB7UCV96NW6	074494014	$ 2,024	$ 120,925
Sampson	WRT9CSK1KJY5	825573975	$ 1,358	$ 71,395
Scotland	FNVTCUQGCHM5	091564146	$ 1,049	$ 62,803
Stanly	U86MZUYPL7C5	131060829	$ 1,106	$ 56,266
Stokes	W41TRA3NUNS1	085442705	$ 1,053	$ 58,244
Surry	FMWCTM24C9J8	077821858	$ 1,221	$ 55,120
Swain	TAE3M92L4QR4	146437553	$ 815	$ 39,818
Toe River	JUA6GAUQ9UM1	113345201	$ 2,343	$ 84,874
Transylvania	W51VGHGM8945	030494215	$ 857	$ 43,284
Union	LHMKBD4AGRJ5	079051637	$ 2,060	$ 105,749
Wake	FTJ2WJPLWMJ3	019625961	$ 6,574	$ 352,644
Warren	TLNAU5CNHSU5	030239953	$ 862	$ 46,091
Wayne	DACFHCLQKMS1	040036170	$ 2,135	$ 120,929
Wilkes	M14KKHY2NNR3	067439950	$ 1,129	$ 60,163
Wilson	ME2DJHMYWG55	075585695	$ 1,635	$ 95,209
Yadkin	PLCDT7JFA8B1	089910624	$ 911	$ 42,118
Yancey	M4SJK9AKVEZ8			$ 28,895

WicGridPrint

DPH-Aid-To-Counties For Fiscal Year: 22/23 Budgetary Estimate Number : 2

Activity 151 / Service Period / Payment Period	AA	13A1 5151 T2 06/01-05/31 07/01-06/30	Total Allocated	13A1 5151 T2 07/01-05/31 08/01-06/30	Total Allocated	13A1 5735 00 06/01-05/31 07/01-06/30	Total Allocated	13A1 5735 00 07/01-05/31 08/01-06/30	Total Allocated	13A1 5735 AP 06/01-05/31 07/01-06/30	Total Allocated	13A1 5735 AP 10/01-05/31 11/01-06/30	Total Allocated	13A1 5735 AP 02/01-05/31 03/01-06/30	Total Allocated	13A1 5735 AP 07/01-05/31 08/01-06/30	Total Allocated	13A1 5900 FP 06/01-03/31 07/01-04/30	Total Allocated	13A1 5900 FP 04/01-05/31 05/01-06/30	Total Allocated	13A1 5900 FP 07/01-03/31 08/01-04/30	Total Allocated	13A1 6021 FR 06/01-05/31 07/01-06/30	Total Allocated	13A1 6021 FR 07/01-05/31 08/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance	*	1	0	$17,146.00	0	$0.00	0	$36,025.00	0	$0.00	0	$4,163.00	0	$4,163.00	0	$4,290.00	0	$0.00	2,569	$83,791.00	0	$11,726.00	0	$0.00	0	$17,532.00	0	$0.00	2,569	181,405
D1 Albemarle	*	1	0	$27,474.00	0	$0.00	0	$168,896.00	0	$0.00	0	$22,633.00	0	$22,633.00	0	$23,318.00	0	$0.00	6,847	$223,386.00	0	$31,260.00	0	$0.00	0	$46,733.00	0	$0.00	6,847	563,180
02 Alexander	*	1	0	$3,489.00	0	$0.00	0	$18,397.00	0	$0.00	0	$5,052.00	0	$5,052.00	0	$5,206.00	0	$0.00	986	$32,175.00	0	$4,502.00	0	$0.00	0	$6,731.00	0	$0.00	986	81,570
04 Anson	*	1	0	$6,155.00	0	$0.00	0	$33,217.00	0	$0.00	0	$4,833.00	0	$4,833.00	0	$4,979.00	0	$0.00	973	$31,718.00	0	$4,439.00	0	$0.00	0	$6,636.00	0	$0.00	973	97,783
D2 Appalachian	*	1	0	$5,251.00	0	$0.00	0	$23,526.00	0	$0.00	0	$8,433.00	0	$8,433.00	0	$8,690.00	0	$0.00	3,116	$101,620.00	0	$14,221.00	0	$0.00	0	$21,260.00	0	$0.00	3,116	194,552
05 Beaufort	*	1	0	$8,195.00	0	$0.00	0	$41,440.00	0	$0.00	0	$6,961.00	0	$6,961.00	0	$7,173.00	0	$0.00	1,126	$36,712.00	0	$5,137.00	0	$0.00	0	$7,681.00	0	$0.00	1,126	121,386
06 Bladen	*	1	0	$7,094.00	0	$0.00	0	$19,538.00	0	$0.00	0	$3,226.00	0	$3,226.00	0	$3,323.00	0	$0.00	1,039	$33,890.00	0	$4,742.00	0	$0.00	0	$7,090.00	0	$0.00	1,039	83,168
07 Brunswick	*	1	0	$10,687.00	0	$0.00	0	$34,456.00	0	$0.00	0	$6,867.00	0	$6,867.00	0	$7,076.00	0	$0.00	1,458	$47,541.00	0	$6,653.00	0	$0.00	0	$9,947.00	0	$0.00	1,458	131,552
08 Buncombe	*	1	0	$27,155.00	0	$0.00	0	$71,602.00	0	$0.00	0	$16,953.00	0	$16,953.00	0	$17,468.00	0	$0.00	2,954	$101,091.00	0	$8,752.00	0	$0.00	0	$13,086.00	0	$0.00	2,954	276,014
09 Burke	*	1	0	$12,594.00	0	$0.00	0	$40,485.00	0	$0.00	0	$7,294.00	0	$7,294.00	0	$7,516.00	0	$0.00	1,451	$47,313.00	0	$6,621.00	0	$0.00	0	$9,899.00	0	$0.00	1,451	140,467
10 Cabarrus	*	1	0	$16,476.00	0	$0.00	0	$24,095.00	0	$0.00	0	$3,918.00	0	$3,918.00	0	$4,036.00	0	$0.00	2,081	$67,866.00	0	$9,497.00	0	$0.00	0	$14,200.00	0	$0.00	2,081	146,067
11 Caldwell	*	1	0	$10,724.00	0	$0.00	0	$60,572.00	0	$0.00	0	$6,808.00	0	$6,808.00	0	$7,013.00	0	$0.00	1,507	$49,151.00	0	$6,878.00	0	$0.00	0	$10,283.00	0	$0.00	1,507	159,744
12 Carteret	*	1	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	3,518	$114,752.00	0	$16,058.00	0	$0.00	0	$24,010.00	0	$0.00	3,518	158,338
13 Caswell	*	1	0	$3,035.00	0	$0.00	0	$10,923.00	0	$0.00	0	$4,702.00	0	$4,702.00	0	$4,843.00	0	$0.00	863	$28,140.00	0	$3,938.00	0	$0.00	0	$5,887.00	0	$0.00	863	67,033
18 Catawba	*	1	0	$19,732.00	0	$0.00	0	$4,622.00	0	$0.00	0	$1,871.00	0	$1,871.00	0	$1,926.00	0	$0.00	2,149	$70,077.00	0	$9,806.00	0	$0.00	0	$14,662.00	0	$0.00	2,149	126,716
19 Chatham	*	1	0	$5,986.00	0	$0.00	0	$20,641.00	0	$0.00	0	$4,125.00	0	$4,125.00	0	$4,251.00	0	$0.00	1,165	$37,990.00	0	$5,316.00	0	$0.00	0	$7,948.00	0	$0.00	1,165	91,551
20 Cherokee	*	1	0	$1,898.00	0	$0.00	0	$13,276.00	0	$0.00	0	$3,348.00	0	$3,348.00	0	$3,450.00	0	$0.00	837	$27,313.00	0	$3,822.00	0	$0.00	0	$5,714.00	0	$0.00	837	63,004
22 Clay	*	1	0	$534.00	0	$0.00	0	$15,317.00	0	$0.00	0	$2,255.00	0	$2,255.00	0	$2,323.00	0	$0.00	695	$22,669.00	0	$3,172.00	0	$0.00	0	$4,742.00	0	$0.00	695	53,962
23 Cleveland	*	1	0	$16,589.00	0	$0.00	0	$54,132.00	0	$0.00	0	$7,674.00	0	$7,674.00	0	$8,113.00	0	$0.00	1,872	$61,059.00	0	$8,544.00	0	$0.00	0	$12,775.00	0	$0.00	1,872	178,812
24 Columbus	*	1	0	$12,039.00	0	$0.00	0	$8,848.00	0	$0.00	0	$1,287.00	0	$1,287.00	0	$1,305.00	0	$0.00	1,176	$38,349.00	0	$5,366.00	0	$0.00	0	$8,023.00	0	$0.00	1,176	75,640
25 Craven	*	1	0	$16,489.00	0	$0.00	0	$63,385.00	0	$0.00	0	$13,634.00	0	$13,634.00	0	$14,047.00	0	$0.00	2,067	$67,401.00	0	$9,432.00	0	$0.00	0	$14,102.00	0	$0.00	2,067	214,191
26 Cumberland	*	1	0	$63,562.00	0	$0.00	0	$93,722.00	0	$0.00	0	$21,866.00	0	$21,866.00	0	$22,528.00	0	$0.00	4,423	$144,252.00	0	$20,186.00	0	$0.00	0	$30,183.00	0	$0.00	4,423	422,588
28 Dare	*	1	0	$2,759.00	0	$0.00	0	$6,482.00	0	$0.00	0	$1,434.00	0	$1,434.00	0	$1,478.00	0	$0.00	864	$28,184.00	0	$3,944.00	0	$0.00	0	$5,896.00	0	$0.00	864	52,466
29 Davidson	*	1	0	$20,735.00	0	$0.00	0	$19,441.00	0	$0.00	0	$5,170.00	0	$5,170.00	0	$5,328.00	0	$0.00	1,891	$61,661.00	0	$8,629.00	0	$0.00	0	$12,901.00	0	$0.00	1,891	140,926
30 Davie	*	1	0	$2,894.00	0	$0.00	0	$19,488.00	0	$0.00	0	$4,339.00	0	$4,339.00	0	$4,469.00	0	$0.00	934	$30,464.00	0	$4,263.00	0	$0.00	0	$6,373.00	0	$0.00	934	77,563
31 Duplin	*	1	0	$11,897.00	0	$0.00	0	$16,579.00	0	$0.00	0	$5,948.00	0	$5,948.00	0	$6,127.00	0	$0.00	1,440	$46,961.00	0	$6,572.00	0	$0.00	0	$9,825.00	0	$0.00	1,440	111,297
32 Durham	*	1	0	$44,404.00	0	$0.00	0	$30,849.00	0	$0.00	0	$11,051.00	0	$11,051.00	0	$11,386.00	0	$0.00	3,567	$121,851.00	0	$10,662.00	0	$0.00	0	$15,941.00	0	$0.00	3,567	260,862
33 Edgecombe	*	1	0	$21,187.00	0	$0.00	0	$85,427.00	0	$0.00	0	$13,484.00	0	$13,484.00	0	$13,894.00	0	$0.00	1,445	$47,128.00	0	$6,595.00	0	$0.00	0	$9,860.00	0	$0.00	1,445	212,504
D7 Foothills	*	1	0	$17,229.00	0	$0.00	0	$53,452.00	0	$0.00	0	$15,620.00	0	$15,620.00	0	$16,094.00	0	$0.00	3,056	$99,666.00	0	$13,948.00	0	$0.00	0	$20,851.00	0	$0.00	3,056	255,536
34 Forsyth	*	1	0	$49,737.00	0	$0.00	0	$51,258.00	0	$0.00	0	$10,319.00	0	$10,319.00	0	$10,632.00	0	$0.00	4,315	$149,825.00	0	$10,609.00	0	$0.00	0	$15,862.00	0	$0.00	4,315	312,876
35 Franklin	*	1	0	$7,981.00	0	$0.00	0	$12,707.00	0	$0.00	0	$2,080.00	0	$2,080.00	0	$2,143.00	0	$0.00	1,180	$38,481.00	0	$5,385.00	0	$0.00	0	$8,051.00	0	$0.00	1,180	80,088
36 Gaston	*	1	0	$34,500.00	0	$0.00	0	$13,521.00	0	$0.00	0	$3,430.00	0	$3,430.00	0	$3,535.00	0	$0.00	3,299	$107,584.00	0	$15,055.00	0	$0.00	0	$22,511.00	0	$0.00	3,299	206,865
38 Graham	*	1	0	$782.00	0	$0.00	0	$4,171.00	0	$0.00	0	$1,512.00	0	$1,512.00	0	$1,558.00	0	$0.00	696	$22,710.00	0	$3,178.00	0	$0.00	0	$4,751.00	0	$0.00	696	40,870
D3 Gran-Vance	*	1	0	$18,753.00	0	$0.00	0	$39,998.00	0	$0.00	0	$6,594.00	0	$6,594.00	0	$6,794.00	0	$0.00	2,174	$70,921.00	0	$9,924.00	0	$0.00	0	$14,838.00	0	$0.00	2,174	176,590
40 Greene	*	1	0	$3,756.00	0	$0.00	0	$28,617.00	0	$0.00	0	$5,780.00	0	$5,780.00	0	$5,954.00	0	$0.00	899	$29,329.00	0	$4,104.00	0	$0.00	0	$8,136.00	0	$0.00	899	90,355
41 Guilford	*	2	0	$69,646.00	0	$0.00	0	$212,341.00	0	$0.00	0	$23,546.00	0	$23,546.00	0	$24,259.00	0	$0.00	6,245	$312,769.00	0	$19,436.00	0	$0.00	0	$29,061.00	0	$0.00	6,245	720,849
42 Halifax	*	1	0	$14,871.00	0	$0.00	0	$67,764.00	0	$0.00	0	$13,349.00	0	$13,349.00	0	$13,753.00	0	$0.00	1,770	$57,281.00	0	$8,517.00	0	$0.00	0	$13,241.00	0	$0.00	1,770	200,895
43 Harnett	*	1	0	$16,283.00	0	$0.00	0	$12,014.00	0	$0.00	0	$4,316.00	0	$4,316.00	0	$4,448.00	0	$0.00	1,699	$55,427.00	0	$7,756.00	0	$0.00	0	$11,597.00	0	$0.00	1,699	117,776
44 Haywood	*	1	0	$4,924.00	0	$0.00	0	$48,004.00	0	$0.00	0	$6,709.00	0	$6,709.00	0	$6,913.00	0	$0.00	1,203	$39,236.00	0	$5,491.00	0	$0.00	0	$8,209.00	0	$0.00	1,203	127,398
45 Henderson	*	1	0	$8,165.00	0	$0.00	0	$8,352.00	0	$0.00	0	$3,600.00	0	$3,600.00	0	$3,710.00	0	$0.00	1,417	$46,209.00	0	$6,466.00	0	$0.00	0	$9,668.00	0	$0.00	1,417	91,187
47 Hoke	*	1	0	$8,986.00	0	$0.00	0	$7,709.00	0	$0.00	0	$3,326.00	0	$3,326.00	0	$3,426.00	0	$0.00	1,188	$38,749.00	0	$5,422.00	0	$0.00	0	$8,107.00	0	$0.00	1,188	80,239
48 Hyde	*	1	0	$966.00	0	$0.00	0	$22,786.00	0	$0.00	0	$3,356.00	0	$3,356.00	0	$3,459.00	0	$0.00	682	$22,248.00	0	$3,113.00	0	$0.00	0	$4,654.00	0	$0.00	682	64,620
49 Iredell	*	1	0	$18,579.00	0	$0.00	0	$23,867.00	0	$0.00	0	$8,555.00	0	$8,555.00	0	$8,813.00	0	$0.00	1,869	$60,970.00	0	$8,532.00	0	$0.00	0	$12,757.00	0	$0.00	1,869	152,497
50 Jackson	*	1	0	$3,859.00	0	$0.00	0	$81,156.00	0	$0.00	0	$12,920.00	0	$12,920.00	0	$13,311.00	0	$0.00	1,204	$39,281.00	0	$5,497.00	0	$0.00	0	$8,218.00	0	$0.00	1,204	158,366
51 Johnston	*	1	0	$18,254.00	0	$0.00	0	$20,666.00	0	$0.00	0	$4,131.00	0	$4,131.00	0	$4,255.00	0	$0.00	1,987	$64,811.00	0	$9,069.00	0	$0.00	0	$13,560.00	0	$0.00	1,987	140,864
52 Jones	*	1	0	$1,459.00	0	$0.00	0	$8,659.00	0	$0.00	0	$3,732.00	0	$3,732.00	0	$3,846.00	0	$0.00	708	$23,109.00	0	$3,234.00	0	$0.00	0	$4,834.00	0	$0.00	708	53,313
53 Lee	*	1	0	$9,782.00	0	$0.00	0	$31,450.00	0	$0.00	0	$4,979.00	0	$4,979.00	0	$5,130.00	0	$0.00	1,129	$36,817.00	0	$5,152.00	0	$0.00	0	$7,703.00	0	$0.00	1,129	107,121
54 Lenoir	*	1	0	$14,800.00	0	$0.00	0	$54,652.00	0	$0.00	0	$10,943.00	0	$10,943.00	0	$11,273.00	0	$0.00	1,297	$42,289.00	0	$5,918.00	0	$0.00	0	$8,847.00	0	$0.00	1,297	160,962
55 Lincoln	*	1	0	$6,411.00	0	$0.00	0	$2,031.00	0	$0.00	0	$465.00	0	$465.00	0	$479.00	0	$0.00	1,435	$46,372.00	0	$6,990.00	0	$0.00	0	$7,958.00	0	$0.00	1,435	74,606
56 Macon	*	1	0	$2,482.00	0	$0.00	0	$7,506.00	0	$0.00	0	$2,704.00	0	$2,704.00	0	$2,787.00	0	$0.00	877	$28,589.00	0	$4,001.00	0	$0.00	0	$5,981.00	0	$0.00	877	57,631
57 Madison	*	1	0	$1,643.00	0	$0.00	0	$19,008.00	0	$0.00	0	$4,663.00	0	$4,663.00	0	$4,805.00	0	$0.00	833	$27,167.00	0	$3,802.00	0	$0.00	0	$5,683.00	0	$0.00	833	72,267
D4 M-T-W	*	1	0	$11,364.00	0	$0.00	0	$83,584.00	0	$0.00	0	$16,655.00	0	$16,655.00	0	$17,160.00	0	$0.00	2,520	$82,162.00	0	$11,497.00	0	$0.00	0	$17,188.00	0	$0.00	2,520	258,785
60 Mecklenburg	*	1	0	$113,405.00	0	$0.00	0	$276,746.00	0	$0.00	0	$55,696.00	0	$55,696.00	0	$57,383.00	0	$0.00	8,592	$289,236.00	0	$39,218.00	0	$0.00	0	$58,639.00	0	$0.00	8,592	945,811
62 Montgomery	*	1	0	$3,452.00	0	$0.00	0	$5,760.00	0	$0.00	0	$958.00	0	$958.00	0	$987.00	0	$0.00	916	$29,878.00	0	$4,181.00	0	$0.00	0	$6,251.00	0	$0.00	916	55,341
63 Moore	*	1	0	$10,933.00	0	$0.00	0	$57,381.00	0	$0.00	0	$11,748.00	0	$11,748.00	0	$12,103.00	0	$0.00	1,340	$43,717.00	0	$6,118.00	0	$0.00	0	$9,146.00	0	$0.00	1,340	164,234
64 Nash	*	1	0	$17,987.00	0	$0.00	0	$41,210.00	0	$0.00	0	$10,157.00	0	$10,157.00	0	$10,466.00	0	$0.00	1,791	$58,414.00	0	$8,174.00	0	$0.00	0	$12,222.00	0	$0.00	1,791	170,578
65 New Hanover	*	1	0	$23,751.00	0	$0.00	0	$37,752.00	0	$0.00	0	$7,535.00	0	$7,535.00	0	$7,764.00	0	$0.00	2,706	$91,134.00	0	$9,466.00	0	$0.00	0	$11,561.00	0	$0.00	2,706	199,304
66 Northampton	*	1	0	$5,071.00	0	$0.00	0	$56,649.00	0	$0.00	0	$5,829.00	0	$5,829.00	0	$6,004.00	0	$0.00	885	$28,870.00	0	$4,040.00	0	$0.00	0	$6,040.00	0	$0.00	885	119,217
67 Onslow	*	1	0	$20,735.00	0	$0.00	0	$63,999.00	0	$0.00	0	$22,012.00	0	$22,012.00	0	$22,679.00	0	$0.00	2,817	$91,877.00	0	$12,857.00	0	$0.00	0	$19,224.00	0	$0.00	2,817	298,212
68 Orange	*	1	0	$10,194.00	0	$0.00	0	$57,534.00	0	$0.00	0	$9,858.00	0	$9,858.00	0	$10,158.00	0	$0.00	2,362	$77,053.00	0	$10,783.00	0	$0.00	0	$16,122.00	0	$0.00	2,362	203,922
69 Pamlico	*	1	0	$1,703.00	0	$0.00	0	$30,020.00	0	$0.00	0	$4,710.00	0	$4,710.00	0	$4,852.00	0	$0.00	731	$23,855.00	0	$3,338.00	0	$0.00	0	$4,990.00	0	$0.00	731	78,909
71 Pender	*	1	0	$5,990.00	0	$0.00	0	$13,743.00	0	$0.00	0	$7,719.00	0	$7,719.00	0	$7,952.00	0	$0.00	1,137	$37,071.00	0	$5,188.00	0	$0.00	0	$7,756.00	0	$0.00	1,137	94,275
73 Person	*	1	0	$5,928.00	0	$0.00	0	$18,449.00	0	$0.00	0	$7,684.00	0	$7,684.00	0	$7,917.00	0	$0.00	1,032	$33,664.00	0	$4,711.00	0	$0.00	0	$7,043.00	0	$0.00	1,032	94,112
74 Pitt	*	1	0	$24,421.00	0	$0.00	0	$69,833.00	0	$0.00	0	$7,769.00	0	$7,769.00	0	$8,003.00	0	$0.00	3,027	$98,715.00	0	$13,814.00	0	$0.00	0	$20,655.00	0	$0.00	3,027	254,006
75 Polk				$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
76 Randolph	*	1	0	$16,389.00	0	$0.00	0	$57,881.00	0	$0.00	0	$13,908.00	0	$13,908.00	0	$14,331.00	0	$0.00	1,979	$64,631.00	0	$9,030.00	0	$0.00	0	$13,502.00	0	$0.00	1,979	205,459
77 Richmond	*	1	0	$11,858.00	0	$0.00	0	$32,027.00	0	$0.00	0	$4,976.00	0	$4,976.00	0	$5,127.00	0	$0.00	1,053	$34,338.00	0	$4,805.00	0	$0.00	0	$7,184.00	0	$0.00	1,053	106,344
78 Robeson	*	1	0	$37,219.00	0	$0.00	0	$62,275.00	0	$0.00	0	$12,342.00	0	$12,342.00	0	$12,715.00	0	$0.00	2,436	$79,435.00	0	$11,116.00	0	$0.00	0	$16,620.00	0	$0.00	2,436	246,500
79 Rockingham	*	1	0	$13,463.00	0	$0.00	0	$80,632.00	0	$0.00	0	$9,478.00	0	$9,478.00	0	$9,765.00	0	$0.00	1,369	$44,656.00	0	$6,249.00	0	$0.00	0	$9,343.00	0	$0.00	1,369	184,429
80 Rowan	*	1	0	$21,127.00	0	$0.00	0	$47,010.00	0	$0.00	0	$13,005.00	0	$13,005.00	0	$13,400.00	0	$0.00	2,024	$66,016.00	0	$9,238.00	0	$0.00	0	$13,813.00	0	$0.00	2,024	198,638
82 Sampson	*	1	0	$10,922.00	0	$0.00	0	$36,713.00	0	$0.00	0	$4,974.00	0	$4,974.00	0	$5,125.00	0	$0.00	1,358	$44,302.00	0	$6,200.00	0	$0.00	0	$9,269.00	0	$0.00	1,358	123,837
83 Scotland	*	1	0	$10,685.00	0	$0.00	0	$43,039.00	0	$0.00	0	$6,849.00	0	$6,849.00	0	$7,056.00	0	$0.00	1,049	$34,221.00	0	$4,789.00	0	$0.00	0	$7,159.00	0	$0.00	1,049	121,896
84 Stanly	*	1	0	$8,228.00	0	$0.00	0	$9,320.00	0	$0.00	0	$3,352.00	0	$3,352.00	0	$3,455.00	0	$0.00	1,106	$36,078.00	0	$5,049.00	0	$0.00	0	$7,548.00	0	$0.00	1,106	77,488
85 Stokes	*	1	0	$4,220.00	0	$0.00	0	$40,018.00	0	$0.00	0	$7,987.00	0	$7,987.00	0	$8,228.00	0	$0.00	1,053	$34,337.00	0	$4,805.00	0	$0.00	0	$7,184.00	0	$0.00	1,053	115,819
86 Surry	*	1	0	$8,494.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1,221	$39,831.00	0	$5,574.00	0	$0.00	0	$8,333.00	0	$0.00	1,221	63,453
87 Swain	*	1	0	$2,745.00	0	$0.00	0	$29,809.00	0	$0.00	0	$3,436.00	0	$3,436.00	0	$3,539.00	0	$0.00	815	$26,590.00	0	$3,721.00	0	$0.00	0	$5,563.00	0	$0.00	815	70,654

86 Toe River	*	1	0	$2,554.00	0	$0.00	0	$17,678.00	0	$0.00	0	$8,927.00	0	$8,927.00	0	$9,198.00	0	$0.00	2,343	$56,599.00	0	$7,920.00	0	$0.00	0	$11,840.00	0	$0.00	2,343	125,986
88 Transylvania	*	1	0	$3,035.00	0	$0.00	0	$26,606.00	0	$0.00	0	$4,355.00	0	$4,355.00	0	$4,488.00	0	$0.00	857	$27,940.00	0	$3,910.00	0	$0.00	0	$5,845.00	0	$0.00	857	81,391
90 Union	*	1	0	$16,141.00	0	$0.00	0	$19,924.00	0	$0.00	0	$6,335.00	0	$6,335.00	0	$6,527.00	0	$0.00	2,060	$87,178.00	0	$9,401.00	0	$0.00	0	$14,056.00	0	$0.00	2,060	147,957
92 Wake	*	1	0	$72,098.00	0	$0.00	0	$117,060.00	0	$0.00	0	$17,072.00	0	$17,072.00	0	$17,591.00	0	$0.00	6,574	$214,407.00	0	$30,004.00	0	$0.00	0	$44,863.00	0	$0.00	6,574	536,741
93 Warren	*	1	0	$3,395.00	0	$0.00	0	$34,229.00	0	$0.00	0	$5,645.00	0	$5,645.00	0	$5,815.00	0	$0.00	862	$28,125.00	0	$3,936.00	0	$0.00	0	$5,884.00	0	$0.00	862	93,536
96 Wayne	*	1	0	$22,048.00	0	$0.00	0	$27,967.00	0	$0.00	0	$10,022.00	0	$10,022.00	0	$10,326.00	0	$0.00	2,135	$69,647.00	0	$9,746.00	0	$0.00	0	$14,572.00	0	$0.00	2,135	176,485
97 Wilkes	*	1	0	$6,841.00	0	$0.00	0	$42,230.00	0	$0.00	0	$5,905.00	0	$5,905.00	0	$6,082.00	0	$0.00	1,129	$36,818.00	0	$5,152.00	0	$0.00	0	$7,703.00	0	$0.00	1,129	117,765
98 Wilson	*	1	0	$19,584.00	0	$0.00	0	$39,612.00	0	$0.00	0	$7,625.00	0	$7,625.00	0	$7,855.00	0	$0.00	1,635	$53,326.00	0	$7,462.00	0	$0.00	0	$11,157.00	0	$0.00	1,635	155,881
99 Yadkin	*	1	0	$4,025.00	0	$0.00	0	$8,675.00	0	$0.00	0	$1,917.00	0	$1,917.00	0	$1,975.00	0	$0.00	911	$29,705.00	0	$4,157.00	0	$0.00	0	$6,211.00	0	$0.00	911	59,394
00 Yancey			0	$0.00	0	$894.00	0	$0.00	0	$6,189.00	0	$0.00	0	$3,126.00	0	$3,220.00	0	$3,126.00	0	$0.00	0	$2,773.00	0	$19,816.00	0	$0.00	0	$4,146.00	0	43,290
Totals			0	1,284,106	0	894	0	3,431,337	0	6,189	0	672,576	0	675,702	0	696,180	0	3,126	160,000	5,329,173	0	699,752	0	19,816	0	1,034,584	0	4,146	160,000	14,017,581

Sign and Date - DPH Program Administrator DocuSigned by: Kristen Carroll 11/29/22 | 12:47 PM EST	Sign and Date - DPH Section Chief DocuSigned by: Sarah Dozier 11/29/22 | 12:54 PM EST
Sign and Date - DPH Budget Office – ATC Coordinator 11/29/22	Sign and Date - DPH Budget Officer 278214A8375A4B7... S. Rosdal 12/2/2022

PW

Tuesday, January 3, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 900051 - WOMEN'S HEALTH

Division, Program, Project, etc. Family Planning & Women's Health

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900051-375008	Women's Health ATC	1137.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900051-404600	Medical Expenses	1137.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 1137

Total Expenditures 1137

Budget Amendment Balances when Zero. 0

Prepared By: Donna Ramos

Email dramos@pendercountync.gov

Pender County
Request for Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	January 17, 2023
SUBJECT:	Approval of Budget Amendment to Decrease Health Department Revenues and Expenditures for Fiscal Year 2022-2023: $678

SUMMARY:
The Epidemiology and Communicable Disease Branch has decrease funding to the TB Control Program in amount of $678. Due to the increase in operational expenses from a NC mandated salary increase under the 2023 NC's TB Elimination and Laboratory Project grant, the costs cannot be absorbed within the budget. Minimal reductions were made at the Local Health Department level.

ACTION REQUESTED:
To approve the budget amendment to decrease Health Department Revenues and Expenditures for Fiscal Year 2022-2023 in the amount of $678

Division of Public Health
Agreement Addendum
FY 22-23

Pender County Health Department **Local Health Department Legal Name**	Epidemiology / Communicable Disease **DPH Section / Branch Name**
551 TB Control **Activity Number and Description**	Daniela Ingram, 919-755-3182 daniela.ingram@dhhs.nc.gov **DPH Program Contact** (name, phone number, and email)
06/01/2022 – 05/31/2023 **Service Period**	**DPH Program Signature** **Date** (only required for a negotiable Agreement Addendum)
07/01/2022 – 06/30/2023 **Payment Period**	

☐ Original Agreement Addendum
☒ Agreement Addendum Revision # **2**

I. Background:
No change.

II. Purpose:
Due to a North Carolina mandated legislative salary increase, the Communicable Disease Branch is required to increase operational expenses in the 2023 "NC's TB Elimination and Laboratory Project" grant. 100% of all grant funds received are allocated and the mandated increase cannot be absorbed elsewhere within the budget. For this reason, minimal reductions are being made at the Local Health Department level. This Agreement Addendum Revision #2 is effective January 1, 2023.

III. Scope of Work and Deliverables:
No change.

IV. Performance Measures / Reporting Requirements:
No change.

V. Performance Monitoring and Quality Assurance:
No change.

VI. Funding Guidelines or Restrictions:
No change.

Health Director Signature (use blue ink or verifiable digital signature) Date

LHD to complete:
[For DPH to contact in case follow-up information is needed.]
LHD program contact name: _____
Phone and email address: _____

Signature on this page signifies you have read and accepted all pages of this document. Template rev. August 2021

DPH-Aid-To-Counties For Fiscal Year: 22/23 Budgetary Estimate Number : 3

Activity 551		AA	1460 2720 NF	Total Allocated	1460 2720 NF	Total Allocated	1460 2720 NF	Total Allocated	1460 4551 00	Total Allocated	1460 4551 00	Total Allocated	1460 4554 00	Total Allocated	1460 4554 00	Total Allocated	1460 UK77 NF	Total Allocated	Proposed Total	New Total
Service Period			06/01-12/31		01/01-05/31		07/01-12/31		06/01-05/31		07/01-05/31		06/01-05/31		07/01-05/31		11/01-12/31			
Payment Period			07/01-01/31		02/01-06/30		08/01-01/31		07/01-06/30		08/01-06/30		07/01-06/30		08/01-06/30		12/01-01/31			
01 Alamance			0	$29.00	0	$21.00	0	$0.00	0	$30,395.00	0	$0.00	0	$787.00	0	$0.00	0	$1,474.00	0	32,706
D1 Albemarle			0	$29.00	0	$21.00	0	$0.00	0	$80,137.00	0	$0.00	0	$5,801.00	0	$0.00	0	$1,738.00	0	87,726
02 Alexander			0	$29.00	0	$21.00	0	$0.00	0	$2,411.00	0	$0.00	0	$540.00	0	$0.00	0	$0.00	0	3,001
04 Anson			0	$29.00	0	$21.00	0	$0.00	0	$2,511.00	0	$0.00	0	$540.00	0	$0.00	0	$0.00	0	3,101
D2 Appalachian			0	$29.00	0	$21.00	0	$0.00	0	$2,791.00	0	$0.00	0	$1,619.00	0	$0.00	0	$3,053.00	0	7,513
07 Beaufort			0	$29.00	0	$21.00	0	$0.00	0	$23,945.00	0	$0.00	0	$1,776.00	0	$0.00	0	$1,263.00	0	27,034
09 Bladen			0	$29.00	0	$21.00	0	$0.00	0	$20,432.00	0	$0.00	0	$1,529.00	0	$0.00	0	$0.00	0	22,011
10 Brunswick			0	$29.00	0	$21.00	0	$0.00	0	$3,066.00	0	$0.00	0	$1,529.00	0	$0.00	0	$1,369.00	0	6,014
11 Buncombe			0	$29.00	0	$21.00	0	$0.00	0	$31,159.00	0	$0.00	0	$1,776.00	0	$0.00	0	$14,012.00	0	46,997
12 Burke			0	$29.00	0	$21.00	0	$0.00	0	$17,954.00	0	$0.00	0	$787.00	0	$0.00	0	$1,263.00	0	20,054
13 Cabarrus			0	$29.00	0	$21.00	0	$0.00	0	$3,862.00	0	$0.00	0	$1,282.00	0	$0.00	0	$2,422.00	0	7,616
14 Caldwell			0	$29.00	0	$21.00	0	$0.00	0	$3,189.00	0	$0.00	0	$787.00	0	$0.00	0	$0.00	0	4,026
16 Carteret			0	$29.00	0	$21.00	0	$0.00	0	$10,964.00	0	$0.00	0	$1,529.00	0	$0.00	0	$0.00	0	12,543
17 Caswell			0	$29.00	0	$21.00	0	$0.00	0	$1,659.00	0	$0.00	0	$540.00	0	$0.00	0	$1,105.00	0	3,354
18 Catawba			0	$29.00	0	$21.00	0	$0.00	0	$24,139.00	0	$0.00	0	$787.00	0	$0.00	0	$1,211.00	0	26,187
19 Chatham			0	$29.00	0	$21.00	0	$0.00	0	$9,148.00	0	$0.00	0	$540.00	0	$0.00	0	$0.00	0	9,738
20 Cherokee			0	$29.00	0	$21.00	0	$0.00	0	$1,140.00	0	$0.00	0	$540.00	0	$0.00	0	$0.00	0	1,730
22 Clay			0	$29.00	0	$21.00	0	$0.00	0	$670.00	0	$0.00	0	$540.00	0	$0.00	0	$0.00	0	1,260
23 Cleveland			0	$29.00	0	$21.00	0	$0.00	0	$19,568.00	0	$0.00	0	$1,529.00	0	$0.00	0	$1,632.00	0	22,779
24 Columbus			0	$29.00	0	$21.00	0	$0.00	0	$30,318.00	0	$0.00	0	$1,529.00	0	$0.00	0	$0.00	0	31,897
25 Craven			0	$29.00	0	$21.00	0	$0.00	0	$31,587.00	0	$0.00	0	$2,023.00	0	$0.00	0	$1,158.00	0	34,818
26 Cumberland	*	2	0	$12,168.00	-605	$9,370.00	0	$0.00	0	$85,122.00	0	$0.00	0	$4,969.00	0	$0.00	0	$2,738.00	-605	113,762
28 Dare			0	$29.00	0	$21.00	0	$0.00	0	$1,539.00	0	$0.00	0	$540.00	0	$0.00	0	$2,001.00	0	4,130
29 Davidson			0	$29.00	0	$21.00	0	$0.00	0	$29,899.00	0	$0.00	0	$787.00	0	$0.00	0	$1,211.00	0	31,947
30 Davie			0	$29.00	0	$21.00	0	$0.00	0	$1,542.00	0	$0.00	0	$540.00	0	$0.00	0	$0.00	0	2,132
31 Duplin	*	2	0	$12,168.00	-612	$9,370.00	0	$0.00	0	$32,526.00	0	$0.00	0	$2,023.00	0	$0.00	0	$1,053.00	-612	56,528
32 Durham	*	2	0	$14,963.00	-737	$11,367.00	0	$0.00	0	$80,281.00	0	$0.00	0	$4,767.00	0	$0.00	0	$2,422.00	-737	113,063
33 Edgecombe	*	1	0	$12,168.00	-477	$9,370.00	0	$0.00	0	$50,992.00	0	$0.00	0	$2,968.00	0	$0.00	0	$0.00	-477	75,021
D7 Foothills			0	$29.00	0	$21.00	0	$0.00	0	$8,602.00	0	$0.00	0	$1,079.00	0	$0.00	0	$0.00	0	9,731
34 Forsyth	*	2	0	$15,020.00	-738	$11,407.00	0	$0.00	0	$51,557.00	0	$0.00	0	$2,968.00	0	$0.00	0	$2,001.00	-738	82,215
35 Franklin			0	$29.00	0	$21.00	0	$0.00	0	$14,184.00	0	$0.00	0	$1,034.00	0	$0.00	0	$1,527.00	0	16,795
36 Gaston			0	$29.00	0	$21.00	0	$0.00	0	$29,833.00	0	$0.00	0	$1,529.00	0	$0.00	0	$1,579.00	0	32,991
38 Graham			0	$29.00	0	$21.00	0	$0.00	0	$720.00	0	$0.00	0	$540.00	0	$0.00	0	$0.00	0	1,310
D3 Gran-Vance			0	$29.00	0	$21.00	0	$0.00	0	$21,894.00	0	$0.00	0	$2,069.00	0	$0.00	0	$0.00	0	24,013
40 Greene			0	$29.00	0	$21.00	0	$0.00	0	$3,578.00	0	$0.00	0	$1,529.00	0	$0.00	0	$0.00	0	5,157
41 Guilford	*	2	0	$14,991.00	-642	$11,387.00	0	$0.00	0	$80,643.00	0	$0.00	0	$5,576.00	0	$0.00	0	$4,898.00	-642	116,853
42 Halifax	*	2	0	$12,168.00	-678	$9,370.00	0	$0.00	0	$66,352.00	0	$0.00	0	$2,518.00	0	$0.00	0	$1,053.00	-678	90,783
43 Harnett			0	$29.00	0	$21.00	0	$0.00	0	$31,226.00	0	$0.00	0	$2,743.00	0	$0.00	0	$0.00	0	34,019
44 Haywood			0	$29.00	0	$21.00	0	$0.00	0	$2,186.00	0	$0.00	0	$540.00	0	$0.00	0	$1,369.00	0	4,145
45 Henderson			0	$29.00	0	$21.00	0	$0.00	0	$11,722.00	0	$0.00	0	$540.00	0	$0.00	0	$3,265.00	0	15,577
47 Hoke			0	$29.00	0	$21.00	0	$0.00	0	$12,000.00	0	$0.00	0	$1,282.00	0	$0.00	0	$1,421.00	0	14,753
48 Hyde			0	$29.00	0	$21.00	0	$0.00	0	$1,026.00	0	$0.00	0	$540.00	0	$0.00	0	$1,158.00	0	2,774
49 Iredell			0	$29.00	0	$21.00	0	$0.00	0	$20,873.00	0	$0.00	0	$787.00	0	$0.00	0	$2,580.00	0	24,290
50 Jackson			0	$29.00	0	$21.00	0	$0.00	0	$2,348.00	0	$0.00	0	$540.00	0	$0.00	0	$1,105.00	0	4,043
51 Johnston	*	2	0	$12,168.00	-613	$9,370.00	0	$0.00	0	$64,810.00	0	$0.00	0	$4,093.00	0	$0.00	0	$1,685.00	-613	91,513
52 Jones			0	$29.00	0	$21.00	0	$0.00	0	$2,540.00	0	$0.00	0	$787.00	0	$0.00	0	$0.00	0	3,377

53 Lee			0	$29.00	0	$21.00	0	$0.00	0	$8,509.00	0	$0.00	0	$1,529.00	0	$0.00	0	$1,421.00	0	11,509
54 Lenoir	*	2	0	$14,991.00	-738	$11,387.00	0	$0.00	0	$48,622.00	0	$0.00	0	$3,643.00	0	$0.00	0	$1,053.00	-738	78,958
55 Lincoln			0	$29.00	0	$21.00	0	$0.00	0	$1,825.00	0	$0.00	0	$787.00	0	$0.00	0	$1,685.00	0	4,347
56 Macon			0	$29.00	0	$21.00	0	$0.00	0	$1,580.00	0	$0.00	0	$540.00	0	$0.00	0	$1,163.00	0	3,333
57 Madison			0	$29.00	0	$21.00	0	$0.00	0	$1,574.00	0	$0.00	0	$540.00	0	$0.00	0	$0.00	0	2,164
D4 M-T-W			0	$29.00	0	$21.00	0	$0.00	0	$42,684.00	0	$0.00	0	$2,114.00	0	$0.00	0	$0.00	0	44,848
60 Mecklenburg	*	2	0	$20,744.00	-727	$15,496.00	0	$0.00	0	$158,218.00	0	$0.00	0	$15,086.00	0	$0.00	0	$24,285.00	-727	233,102
62 Montgomery	*	1	0	$14,991.00	-738	$11,387.00	0	$0.00	0	$5,295.00	0	$0.00	0	$1,034.00	0	$0.00	0	$0.00	-738	31,969
63 Moore			0	$29.00	0	$21.00	0	$0.00	0	$19,612.00	0	$0.00	0	$1,282.00	0	$0.00	0	$1,527.00	0	22,471
64 Nash	*	2	0	$12,168.00	-610	$9,370.00	0	$0.00	0	$51,290.00	0	$0.00	0	$2,518.00	0	$0.00	0	$1,105.00	-610	75,841
65 New Hanover	*	2	0	$14,991.00	-621	$11,387.00	0	$0.00	0	$38,061.00	0	$0.00	0	$2,271.00	0	$0.00	0	$3,055.00	-621	69,144
66 Northampton			0	$29.00	0	$21.00	0	$0.00	0	$30,475.00	0	$0.00	0	$1,282.00	0	$0.00	0	$0.00	0	31,807
67 Onslow	*	2	0	$12,168.00	-678	$9,370.00	0	$0.00	0	$38,051.00	0	$0.00	0	$2,024.00	0	$0.00	0	$1,632.00	-678	62,567
68 Orange			0	$29.00	0	$21.00	0	$0.00	0	$12,995.00	0	$0.00	0	$1,776.00	0	$0.00	0	$2,738.00	0	17,559
69 Pamlico			0	$29.00	0	$21.00	0	$0.00	0	$2,113.00	0	$0.00	0	$540.00	0	$0.00	0	$0.00	0	2,703
71 Pender	*	2	0	$12,168.00	-678	$9,370.00	0	$0.00	0	$5,459.00	0	$0.00	0	$1,034.00	0	$0.00	0	$1,263.00	-678	28,616
73 Person			0	$29.00	0	$21.00	0	$0.00	0	$8,718.00	0	$0.00	0	$540.00	0	$0.00	0	$1,158.00	0	10,466
74 Pitt	*	2	0	$14,991.00	-642	$11,387.00	0	$0.00	0	$11,980.00	0	$0.00	0	$6,589.00	0	$0.00	0	$1,421.00	-642	45,726
75 Polk			0	$29.00	0	$21.00	0	$0.00	0	$4,300.00	0	$0.00	0	$540.00	0	$0.00	0	$1,316.00	0	6,206
76 Randolph			0	$29.00	0	$21.00	0	$0.00	0	$11,575.00	0	$0.00	0	$787.00	0	$0.00	0	$1,158.00	0	13,570
77 Richmond	*	1	0	$12,168.00	-678	$9,370.00	0	$0.00	0	$16,654.00	0	$0.00	0	$1,282.00	0	$0.00	0	$0.00	-678	38,796
78 Robeson	*	1	0	$12,168.00	-678	$9,370.00	0	$0.00	0	$64,110.00	0	$0.00	0	$4,093.00	0	$0.00	0	$0.00	-678	89,063
79 Rockingham			0	$29.00	0	$21.00	0	$0.00	0	$15,116.00	0	$0.00	0	$787.00	0	$0.00	0	$1,158.00	0	17,111
80 Rowan			0	$29.00	0	$21.00	0	$0.00	0	$17,128.00	0	$0.00	0	$1,282.00	0	$0.00	0	$1,053.00	0	19,513
82 Sampson	*	1	0	$14,991.00	-738	$11,387.00	0	$0.00	0	$60,163.00	0	$0.00	0	$2,271.00	0	$0.00	0	$0.00	-738	88,074
83 Scotland			0	$29.00	0	$21.00	0	$0.00	0	$13,023.00	0	$0.00	0	$1,529.00	0	$0.00	0	$1,211.00	0	15,813
84 Stanly			0	$29.00	0	$21.00	0	$0.00	0	$2,871.00	0	$0.00	0	$1,034.00	0	$0.00	0	$1,263.00	0	5,218
85 Stokes			0	$29.00	0	$21.00	0	$0.00	0	$1,575.00	0	$0.00	0	$540.00	0	$0.00	0	$0.00	0	2,165
86 Surry			0	$29.00	0	$21.00	0	$0.00	0	$2,193.00	0	$0.00	0	$540.00	0	$0.00	0	$0.00	0	2,783
87 Swain			0	$29.00	0	$21.00	0	$0.00	0	$1,720.00	0	$0.00	0	$540.00	0	$0.00	0	$0.00	0	2,310
D6 Toe River			0	$18.00	0	$13.00	0	$0.00	0	$1,914.00	0	$0.00	0	$1,028.00	0	$0.00	0	$1,158.00	0	4,131
88 Transylvania			0	$29.00	0	$21.00	0	$0.00	0	$1,660.00	0	$0.00	0	$540.00	0	$0.00	0	$1,158.00	0	3,408
90 Union			0	$29.00	0	$21.00	0	$0.00	0	$3,810.00	0	$0.00	0	$1,033.00	0	$0.00	0	$10,851.00	0	15,744
92 Wake	*	2	0	$20,744.00	-858	$15,496.00	0	$0.00	0	$94,866.00	0	$0.00	0	$8,005.00	0	$0.00	0	$23,073.00	-858	161,326
93 Warren			0	$29.00	0	$21.00	0	$0.00	0	$2,946.00	0	$0.00	0	$540.00	0	$0.00	0	$0.00	0	3,536
96 Wayne	*	2	0	$12,168.00	-593	$9,370.00	0	$0.00	0	$54,408.00	0	$0.00	0	$4,093.00	0	$0.00	0	$1,053.00	-593	80,499
97 Wilkes			0	$29.00	0	$21.00	0	$0.00	0	$2,765.00	0	$0.00	0	$540.00	0	$0.00	0	$0.00	0	3,355
98 Wilson	*	1	0	$12,168.00	-678	$9,370.00	0	$0.00	0	$59,408.00	0	$0.00	0	$3,643.00	0	$0.00	0	$0.00	-678	83,911
99 Yadkin			0	$29.00	0	$21.00	0	$0.00	0	$1,102.00	0	$0.00	0	$540.00	0	$0.00	0	$0.00	0	1,692
00 Yancey			0	$0.00	0	$8.00	0	$11.00	0	$0.00	0	$1,100.00	0	$0.00	0	$591.00	0	$0.00	0	1,710
Totals			0	309,249	-14,757	235,851	0	11	0	1,979,408	0	1,100	0	155,914	0	591	0	152,724	-14,757	2,820,091

Sign and Date - DPH Program Administrator: 11-28-22	Sign and Date - DPH Section Chief: 11-29-22
Sign and Date - DPH Budget Office – ATC Coordinator: Sarah Huffman 11/29/22	Sign and Date - DPH Budget Officer: S. Mondal 11/29/2022

Tuesday, January 3, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 900052 - COMM DISEASE/TB/AIDS

Division, Program, Project, etc. Communicable Disease Program / TB Control

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900052-375022	TB Control - ATC	-678.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900052-404600	Medical Expenses	-678.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues -678

Total Expenditures -678

Budget Amendment Balances when Zero. 0

Prepared By: Donna Ramos

Email dramos@pendercountync.gov

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

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	January 17, 2023
SUBJECT:	Approval of BOA for Grant funding from NCEM for the 2023 PENSAR Swamp Stomp

SUMMARY:
As approved at the last BOCC meeting on January 3rd, 2023, NCEM has awarded Pender County and Pender EMS Fire Grant funding for a full scale exercise. The 2023 PENSAR Swamp Stomp will be a full-scale Wilderness Search and Rescue Exercise that is to take place January 19-23, 2023, in the vicinity of the West Gate of the Holly Shelter Game Land in Pender County. The grant is for the amount up to $11,509.56 This grant is to cover Food, Food Related, Office supplies/Printer Ink, Fuel, Handwashing station/Porta-Johns.
Revenue Code: 525003-348801
Expense Code: 525003-404500

The attached budget amendment will adjust for this.

ACTION REQUESTED:
Approval of BOA for Grant funding from NCEM for the 2023 PENSAR Swamp Stomp

Thursday, January 5, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 525 - EMERGENCY MANAGEMENT

Division, Program, Project, etc. Swamp Stomp Grant

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	525003-348801	NC EMER MGMT GRANT	11,510
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	525003-404500	CONTRACTED SERVICES	11,510
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 11510

Total Expenditures 11510

Budget Amendment Balances when Zero. 0

Prepared By: Meg Blue

Email mblue@pendercountync.gov

Pender County
Resolution appointing Clerk to the Board

TO:	BOCC
FROM:	David Andrews
DATE:	January 17, 2023
SUBJECT:	Clerk to the Board appointment

SUMMARY:
Resolution appointing County Manager Andrews as Clerk to the Board with authority to appoint assistant(s) as deemed necessary.

Resolution to appoint County Manager David Andrews as Clerk to the Pender County Board of Commissioners

WHEREAS, County Manager David Andrews has been serving as the interim Clerk to the Board;

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that County Manager David Andrews is appointed as Clerk to the Board with the authority to appoint assistant(s) as he deems necessary.

Adopted this the 17th day of January 2023

_____
Jacquelin A Newton, Chairwoman

ATTEST: _____
Clerk to the Board

Pender County
Request for Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	January 17, 2023
SUBJECT:	Approve changes to Animal Control Ordinance

SUMMARY:
The Health Department and Sheriff's Office is requesting the Board of County Commissioners review and approve the proposed ordinance changes regarding animal welfare. (changes in red)

ACTION REQUESTED:
To approve changes to Animal Control Ordinance

Chapter 6 - ANIMALS

ARTICLE I. - IN GENERAL

Sec. 6-1. - Purpose.

The purpose of this chapter is to:

(1) Protect the public health, safety and welfare of the residents of the county from dangerous animals under authority of G.S. 153A-131.

(2) Prevent cruelty to animals pursuant to G.S. 153A-127.

(3) Provide for sheltering animals under authority of G.S. 153A-442 and G.S. 130A, Art. 6, Part 6 (G.S. 130A-184 et seq.), Rabies; and

(4) Protect animals and the public from the threat of rabies (hydrophobia) under authority of general statutes relating to rabies contained in public health law and G.S. Ch. 67.

(Code 1992, § 3-1; Ord. of 5-16-1994)

Sec. 6-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal shelter means any premises operated or designated by the county, by contract or otherwise, as the repository for impounded dogs, cats and other domestic animals impounded pursuant to this chapter.

At large. Any animal shall be deemed "at large" when it is off the property of its owner, off of leased property of its owner, or off of property for which the owner has permission for the animal to be on and is not under the restraint of the owner or his designee.

Dangerous animal means any animal that has demonstrated a fierce or dangerous propensity or tendency to threaten, attack or endanger any person.

Dangerous dog.

(1) The term "dangerous dog" means a dog that:

a. Without provocation, has killed or inflicted severe injury on a person.

b. Is determined by the person or board designated by the county or municipal authority responsible for animal control to be potentially dangerous because the dog has engaged in one or more of the behaviors listed in the potentially dangerous dog definition of this section; or

c. Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.

(2) Exceptions. No dog shall be considered dangerous under this definition if, at the time of the threat, injury, attack or damage:

a. The person attacked was committing a willful trespass upon the premises of the animal's owner.

b. The person attacked was teasing, tormenting, abusing or assaulting the dog, or has in the past teased, tormented, abused or assaulted the dog.

c. The person attacked was committing or attempting to commit a crime.

d. The dog attacked or injured a pet or domesticated animal in defense of an attack by another animal, or if the dog was protecting or defending its young.

e. The dog was being used by a law enforcement officer to carry out the law enforcement officer's official duties, or security company personnel to carry out duties of the security company; or

f. The dog was being used in a lawful hunt.

Exposed to rabies. An animal has been exposed to rabies (hydrophobia) within the meaning of this chapter if it has been exposed to any animal known or suspected to have been infected with rabies. For the purpose of this definition, an exposure can be both a bite and a non-bite.

(1) The term "bite" means any penetration of the skin by the teeth of a rabid or potentially rabid animal.

(2) The term "non-bite exposures" includes:

a. Open wound exposure: introduction of saliva or nerve tissue (i.e., cerebrospinal fluid, brain or spinal cord) from a rabid or potentially rabid animal into an open wound or open break in the skin; this includes scratches where introduction of saliva or nervous tissue cannot be ruled out.

b. Mucous membrane exposure: introduction of saliva or nerve tissue (i.e., cerebrospinal fluid, brain or spinal cord) from a rabid or potentially rabid animal onto any mucous membrane (eyes, nose, mouth).

c. Bats and other exposures: any interaction with a rabid or potentially rabid animal where a bite, open wound or mucous membrane exposure cannot be definitively ruled out and for which there is a reasonable suspicion or probability of exposure including:

1. Direct physical contact with a bat when a bite or scratch cannot be ruled out.

2. A bat found in the room with a sleeping person.

3. A bat found in a room with an unattended child.

4. A bat found in a room with an intoxicated or mentally compromised person; or

5. A bat found in close proximity to an unattended child outdoors.

Inherently dangerous wild animals.

(1) The term "inherently dangerous wild animals" applies to the following animals which are inherently dangerous to persons or property and which include, but are not limited to: all felines, other than the domestic house cats (including, but not limited to lions, tigers and leopards), nonhuman primates, bears, wolves, reptiles that are venomous or weigh 25 pounds or more (excluding all turtles), and other non-domesticated carnivores. Not included in this definition are: emus, llamas, ostriches, alpacas and pack animals (as defined in this chapter).

(2) In order to properly administer the provisions of this chapter, the board may add to or remove from the classification of inherently dangerous wild animal any bird, mammal, reptile, aquatic and amphibious forms, or other members of the animal kingdom. Additions to or deletions from the animals regulated herein may be made only if the board determines, after receiving evidence, that such animals because of habit, mode of life or natural instinct are either capable or incapable of being domesticated, require the exercise of art, force or skill to keep them safely in subjection, and would or would not create a reasonable likelihood of hazard to the public.

Kennel means any facility which houses, for compensation, domestic animals, including, but not limited to, dealers, breeders, veterinarians or pet shops.

Neutered or spayed animal means any male or female animal that has been permanently rendered incapable of reproduction, regardless of method.

Nuisance means an animal or group of animals considered to be a nuisance if it:

(1) Interferes with, molests, or attacks persons or other animals.

(2) Chases, snaps at, harasses, or impedes pedestrians, bicyclists, or vehicles.

(3) Due to its actions, it has been demonstrated to be dangerous to the public health, safety or welfare.

(4) Is diseased and dangerous to the public health; or

(5) Does not have a valid rabies vaccination tag.

Owner means any person, group of persons, firm, partnership or corporation having a controlling property interest in any animal, or persons responsible for the care, custody and control of any animal. In the event that the owner or keeper of an animal is a minor, the parent or guardian of such minor shall be held accountable for noncompliance with this chapter. Keeping or feeding an animal for more than 48 hours shall constitute prima facie evidence that a person has the care, custody and control of such animal.

Pack animal means a working animal used by humans as means of transporting materials by attaching them so their weight bears on the animal's back. The term "pack animal" includes but is not limited to elephants, camels, yak, reindeer, goats, llama, and domesticated Equidae (horse family).

Potentially dangerous dog means a dog that the person or board designated by the county or municipal authority responsible for animal control determines to have:

(1) Inflicted a bite on a person that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization.

(2) Killed or inflicted severe injury upon a domestic animal or livestock when not on the owner's real property; or

(3) Approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.

Restraint. Any animal is under restraint within the meaning of this chapter if it:

(1) Is controlled by means of a chain, leash, electronic device, or other tether.

(2) Is within or on a vehicle driven or under the control of the owner or his agent.

(3) Is locked within a secure enclosure and cannot exit without assistance.

(4) Is locked within the dwelling or outbuildings of the owner and cannot exit without assistance; or

(5) Is under voice control.

(Code 1992, § 3-2; Ord. of 5-16-1994; Ord. of 12-15-1997; Ord. of 6-7-2010; Ord. of 5-6-2013; Ord. of 1-4-2016)

Sec. 6-3. - Establishment of the animal control program.

The county animal control program is hereby created and shall be housed in the county sheriff's office. The county sheriff shall be responsible for the administration of the program and shall utilize such employees as are funded by the county board of commissioners as necessary and feasible to administer the program.

(Code 1992, § 3-3; Ord. of 5-16-1994)

Sec. 6-4. - Sheriff.

The sheriff shall direct such employees as are assigned to the animal control program in its administration. In the performance of their animal control duties, employees shall have all the powers,

authority and immunity granted under this chapter and the laws of the state in enforcing this chapter and state animal control laws, including, but not limited to, rabies, and other laws regulating the care, treatment, control and impoundment of animals. The sheriff shall collaborate with the county health director in administering the provisions of this chapter and state laws governing rabies control and the responsibilities of the health director for such as provided therein.

(Code 1992, § 3-4; Ord. of 5-16-1994)

Sec. 6-5. - Employees' duties.

(a) The employees of the animal control program shall:

(1) Have the responsibility, along with law enforcement officers, to enforce all laws of the state and all ordinances of the county pertaining to animals and shall cooperate with all law enforcement officers within the county in fulfilling that duty.

(2) Enforce and carry out all laws of the state and all ordinances of the county pertaining to rabies control in collaboration with the health director.

(3) Be responsible for the investigation of all reported animal bites, for the quarantine of any dog, cat or ferret involved and suspected of having rabies for a period of not less than ten days, and for reporting to the health director as soon as practicable the occurrence of any such animal bite. Employees shall monitor the condition of any quarantined animal on a daily basis. Any animal, other than a dog, cat or ferret, determined to have symptoms of rabies shall be destroyed and tested.

(4) Be responsible for the seizure and impoundment, where deemed necessary, of any dog or other animal in the county subject to seizure or impoundment under this chapter or state law.

(5) Investigate cruelty or abuse with regard to animals; animals must have adequate food, water and shelter as observed by the investigating animal control officer or local law enforcement officer.

(6) Keep or cause to be kept accurate and detailed records of:

a. Seizure, impoundment, and disposition of all animals coming into the animal control program.

b. Bite cases, violations and complaints, and investigation of same; and

c. All monies belonging to the sheriff's department or county which were derived from fees, penalties, sales of animals, or other sources.

(b) Animal control officers shall be empowered to issue criminal citations and civil notices of violation of this chapter, or state animal control laws.

(Code 1992, § 3-5; Ord. of 5-16-1994; Ord. of 1-4-2016)

Sec. 6-6. - At large; exemption for hunting, training.

It shall be unlawful for any owner or keeper of a dog or cat to allow it to run at large in the county. Hunting dogs shall be exempt from the provisions of this section, while engaged in hunting or training, as long as they are under the supervision of the owner or keeper.

(Code 1992, § 3-6; Ord. of 12-15-1997; Ord. of 1-4-2016)

Sec. 6-7. - Identification tag.

It shall be unlawful for a dog owner to own a dog that is not fitted with an ID tag displaying the owner's name and phone number on the collar of the dog. The ID tag shall be worn at all times and shall serve as prima facie evidence of ownership of a dog. Violation of this section shall be a Class 3 misdemeanor punishable by a fine of no less than $50.00 and not more than $500.00.

(Code 1992, § 3-7; Ord. of 6-7-2010)

Sec. 6-8. - Unlawful removal or destruction of identification articles.

It shall be unlawful to remove or destroy any identifying articles including collars, tattoos, tags, microchips or any other article used to prove ownership of a dog. Violation of this section shall be a Class 3 misdemeanor punishable by a fine of no less than $50.00 and not more than $500.00.

(Code 1992, § 3-8; Ord. of 6-7-2010)

~~Secs. 6-9—6-34. - Reserved.~~ Secs. 6-11—6-34 - Reserved

Sec. 6-9. – Proper shelter

No person owning or responsible for any animal shall fail to provide the animal with proper shelter, protection from the weather or clean conditions as prescribed in the Ordinance.

(a) Outdoor Standards. Minimum outdoor standards of shelter shall be as follows:

(1) When sunlight is likely to cause heat exhaustion of an animal tied or confined outside, sufficient shade by natural or artificial means shall be provided to protect the animal from direct sunlight.

(2) Adequate shelter shall be provided if an animal is tied or confined unattended outdoors. Adequate shelter means an enclosure of at least three sides, a floor, and a roof. The enclosure shall be dry, ventilated and must have sufficient room for the animal(s) to move freely and to lie down comfortably. These areas must be well drained and not subject to flooding or continuously wet or muddy conditions including excrement and other waste materials.

The following shall not constitute adequate shelter:

- Housed inside vehicles,
- Under vehicles,
- Inside metal barrels placed in direct sunlight during the summer,
- Inside cardboard boxes,
- Transport cages or airline crates

(b) Confinement Prohibited. No animal may be confined in a building, enclosure, car, boat, vehicle, or vessel of any kind when extreme heat or extreme cold will be harmful to its health.

Sec. 6-10. – Humane Animal Tethering

Animals that are tethered shall be in accordance with this ordinance.

1. Tethered animals must have continuous access to water, adequate shelter and natural or artificial shade.
2. The tether must swivel on both ends.
3. Animals under 4 months in age shall not be tethered.
4. Tethers shall be attached to a flat, buckle-type collar or a harness. Improper collars shall include but are not limited to a slip chain, choker chain, prong collar, martingale or any type of neck restraints that adjusts with pressure in a manner that can choke an animal.
5. The weight of the tether cannot exceed approximately ten percent (10%) of the dog's body weight unless required to prevent breakage and endangerment to public safety.
6. The tether must be a minimum of ten (10) feet in length.
7. The tether must be a commercial animal tether or made of a material that will not cause injury to the animal. Uncoated cables must be inspected regularly for fraying and replaced if the cable is frayed.
8. The tether must allow the animal a reasonable, unobstructed range of motion so the animal is not strangled, entangled, or injured.
9. Pully systems, runners, running lines or trolly systems must be of reasonable length and no more than seven (7) feet above the ground.
10. Only one (1) animal can be attached to a single tether.
11. Animals shall be tethered in a manner that would bring them no closer than three (3) feet of another animal and no closer than ten (10) feet of a property line.

Proposed Owner Violations for Adequate Shelter and Humane Tethering

Adequate shelter violations

The owner will be given a three (3) day compliance period to bring shelter up to ordinance standards. If the owner fails to comply, the owner will be issued a $50.00 civil citation and given an additional three (3) days to comply. Failure to comply shall result in the impoundment of the animal(s) at the end of day six (6). If after impoundment, the owner still fails to comply, the animal(s) shall become the property of Pender County after a 72 hour hold at the shelter.

NOTE: If extraordinary circumstances occur, such as an animal suffering or if its life is in jeopardy, Animal Control Officers can require immediate corrective measures or impound the animal(s).

Humane tethering violations

The owner will be given three (3) day compliance period to obtain and install tethering equipment according to ordinance standards. If the owner fails to comply, the owner will be issued a $50.00 civil citation and given an additional three (3) days to comply. Failure to comply shall result in the impoundment of the animal(s) at the end of day six (6). If after impoundment, the owner still fails to comply, the animal(s) shall become the property of Pender County after a 72 hour hold at the shelter.

NOTE: If extraordinary circumstances occur, such as an animal suffering or if its life is in jeopardy, Animal Control Officers can require immediate corrective measures or impound the animal(s).

ARTICLE II. - DANGEROUS DOGS

Sec. 6-35. - Determination of dangerous dogs; exception; violation.

(a) It shall be unlawful for any owner or other person to possess or harbor a dangerous dog, as defined in this chapter, within the county.

(b) Determination of potentially dangerous dog.

(1) The sheriff or his designee shall be responsible for determining a dog to be a potentially dangerous dog.

(2) The county animal shelter board shall serve as the appellate board to the determination of a potentially dangerous dog by the sheriff.

(3) The potentially dangerous dog determination process and appeals will be followed pursuant to G.S. 67-4.1(c).

(4) All dogs determined to be potentially dangerous dogs are considered dangerous dogs for the purpose of this section (G.S. 67-4.1(a)).

(c) Exception. A dog determined to be a dangerous dog may be kept within the county subject to each of the following requirements:

(1) Such dogs shall be kept, secured and restrained while on the real property of the person owning, keeping or harboring it in the following ways:

a. In a building with doors, windows and other exits securely fastened shut.

b. While outside the residence/building, the dog will be securely kept in a locked enclosure which has secured sides, top and bottom and is constructed out of materials and in a manner, which will preclude escape by the dog and prevent entry of small children; or

c. While outside the building or enclosure described above, securely leashed with a leash no longer than four feet in length in the hands of and under the control of a responsible and competent person capable of such control and muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.

(2) No person owning, keeping or harboring such a dog shall remove such a dog from the real property of such person except to bring such dog to a veterinarian or to the animal shelter, to remove such dog permanently from the territorial jurisdiction of this chapter, or to provide bona fide exercise necessary for the dog's continued good health. In the event of such removal, such dog shall be securely restrained or enclosed as set forth above for dogs being maintained outside buildings.

(3) Such dog shall be sterilized within 30 days of the date the dog was declared dangerous by the sheriff or if the declaration by the sheriff is timely appealed, then such sterilization shall occur within 30 days of the date the appeals board determines the dog is dangerous.

(4) Signage. Any owner of a dangerous dog shall erect a sign (two feet by two feet) on the enclosure housing of said dog or posted in a conspicuous location in the front yard if the dog is being housed inside a residence which shall read:

BEWARE OF DOG
THIS DOG IS DANGEROUS
STAY AWAY!

(5) If the owner of a dangerous dog transfers ownership or possession of the dangerous dog to another person (as defined in G.S. 12-3(6)), the owner shall provide written notice to the authority that made the determination under this article, stating the name and address of the new owner or possessor of the dog; and the person taking ownership or possession of the dog. Such notice shall specify the dog's dangerous behavior and the authority's determination.

(d) Violation of this section is a Class 3 misdemeanor.

(Code 1992, § 3-9; Ord. of 1-4-2016)

Secs. 6-36—6-58. – Reserved

ARTICLE III. - RABIES CONTROL

Sec. 6-59. - Compliance with state rabies laws; supplemental to state rabies laws.

(a) It shall be unlawful for any animal owner or other person to fail to comply with the state laws relating to the control of rabies.

(b) It is the purpose of this article to supplement the state laws by providing a procedure for the enforcement of state laws relating to rabies control, in addition to the criminal penalties provided by state law.

(Code 1992, § 3-10; Ord. of 5-16-1994)

Sec. 6-60. - Vaccination of dogs, cats and other pets.

(a) It shall be unlawful for an owner or keeper to fail to provide current vaccination against rabies (hydrophobia) for any dog, cat or ferret four months of age or older. Should it be deemed necessary by the health director or the board of health that other pets be vaccinated in order to prevent a threatened epidemic or to control an existing epidemic, it shall be unlawful for an owner or keeper to fail to provide current vaccination against rabies for that pet.

(b) A rabies vaccination shall be deemed "current" if the vaccination has been given which was appropriate for the species and the vaccination has not expired according to guidelines of the commission for health services of the state.

(c) All rabies vaccines administered by certified rabies vaccinators employed by the county shall be paid for at a rate set by the county board of commissioners unless it is part of a free rabies clinic sponsored by the county or another outside entity.

(Code 1992, § 3-11; Ord. of 5-16-1994; Ord. of 6-7-2010; Ord. of 1-4-2016)

Sec. 6-61. - Vaccination tag and certificate.

(a) There shall be issued to the owner or keeper of the dog, cat or ferret vaccinated a rabies tag, stamped with a number and the year for which issued, and a rabies vaccination certificate.

(b) It shall be unlawful for any dog owner or keeper to fail to provide the dog with a collar or harness to which a current rabies tag issued under this section is securely attached. Cats and ferrets shall be exempt from wearing rabies vaccination tags.

(c) In addition to all other penalties as prescribed by law, a dog, cat or ferret is subject to impoundment in accordance with the provisions of this chapter if the dog, cat or ferret is found not to be wearing a currently valid rabies tag.

(d) It shall be unlawful for any person to use for any animal a rabies vaccination tag issued for an animal other than the one using the tag.

(e) All dogs, cats or ferrets shipped or otherwise brought into this county, except for exhibition purposes where the dogs, cats or ferrets are confined and not permitted to run at large, shall be securely confined and vaccinated within one week after entry, and shall remain confined for two additional weeks after vaccination unless accompanied by a certificate issued by a licensed veterinarian showing that such dog, cat or ferret is apparently free from rabies and has not been exposed to rabies or that such dog, cat or ferret has received a proper dose of rabies vaccine as evidenced by a current rabies vaccination tag or certificate.

(Code 1992, § 3-12; Ord. of 5-16-1994; Ord. of 1-4-2016)

Sec. 6-62. - Notice to health director when person bitten; confinement of animal.

(a) When a person has been bitten by an animal having rabies or suspected of having rabies, it shall be the duty of such person, or his parent or guardian if such person is a minor, and the person owning such animal or having the same in his possession or under his control, to notify the health director, or person duly authorized by the health director, immediately, and give their names and addresses; and the owner or person having a dog or cat in his possession or under his control shall immediately securely confine it for ten days at the expense of the owner in such place as may be designated by the health director. Animals other than dogs or cats having rabies or suspected of having rabies shall be euthanized and tested, unless the health director authorizes the animal to be kept indoors in an enclosed pen, or outside in an enclosed pen with one-half-inch mesh hardware cloth, in such a way as to preclude all animal contact for a period of six months from the date of exposure. It shall be the duty of every physician, after his first professional attendance upon a person bitten by any animal having rabies or suspected of having rabies, to report to the health director the name, age and sex of the person so bitten, and the precise location of the bite wound, within 24 hours after first having knowledge that the person was bitten. If the owner of, or a person who has in his possession or under his control, an animal having rabies or suspected of having rabies refuses to confine the animal as required by this chapter or by G.S. 130A-184 et seq., the health director may order seizure of the animal.

(b) Law enforcement agencies investigating animal bites shall report such bites immediately to the health director or person duly authorized by the health director and give the names and addresses of persons bitten and the owner of the animal. Animals confined per subsection (a) of this section shall not be released from confinement except by permission from the health director prior to the ten-day mandatory confinement.

(c) Animals confined per subsection (a) of this section shall be confined at the expense of the owner or keeper.

(d) In cases of bites by an animal whose owner or keeper is not known, the animal shall be kept for the supervised confinement period required by this chapter at the animal shelter or euthanized and tested at the discretion of the health director.

(e) Badly wounded, diseased, or suffering animals which are suspected of having rabies may be humanely destroyed immediately and the head forwarded to the laboratory section of the state division of public health for examination.

(Code 1992, § 3-13; Ord. of 5-16-1994)

Sec. 6-63. - Destruction or confinement of animal bitten by a known rabid animal.

Animals not vaccinated against rabies which are bitten by a known rabid animal shall be immediately destroyed, unless the owner or keeper agrees to strict isolation of the animal at a facility approved by the local health director for a period up to six months, and under reasonable conditions imposed by the local health director.

(Code 1992, § 3-14; Ord. of 5-16-1994; Ord. of 1-4-2016)

Sec. 6-64. - Area-wide emergency quarantine.

(a) When reports indicate a positive diagnosis of rabies to the extent that lives of persons are endangered, the health director may declare an area-wide quarantine for such period as deemed necessary. Upon the invoking of such emergency quarantine, no dog or cat may be taken or shipped from the county without written permission of the health director. During such quarantine, the sheriff, law enforcement officers, or persons duly authorized by the sheriff may seize and impound any dog or cat found running at large in the county. During the quarantine period, the health director shall be

empowered to collaborate with the sheriff to provide for a program of mass immunization by the establishment of temporary emergency rabies vaccination facilities strategically located throughout the county.

(b) In the event there are additional positive cases of rabies occurring during the period of quarantine, such period of quarantine may be extended at the discretion of the health director.

(Code 1992, § 3-15; Ord. of 5-16-1994)

Sec. 6-65. - Postmortem diagnosis.

(a) If an animal dies while under observation for rabies, the head of such animal shall be submitted to the laboratory section of the state division of health services for rabies diagnosis.

(b) The carcass of any animal suspected of dying of rabies shall be surrendered to the sheriff's department. The head of such animal shall be shipped to the laboratory section of the state division of public health for rabies diagnosis.

(Code 1992, § 3-16; Ord. of 5-16-1994)

Sec. 6-66. - Unlawful killing or releasing of certain animals.

It shall be unlawful for any person to kill or release any animal under observation for rabies, or any animal under observation for biting a human, or to remove such animal from the county without written permission from the health director, provided that a licensed veterinarian or the health director, or persons duly authorized by the health director, may authorize any such animal to be killed for rabies diagnosis.

(Code 1992, § 3-17; Ord. of 5-16-1994)

Sec. 6-67. - Failure to surrender animal for confinement or destruction.

It shall be unlawful for any person to fail or refuse to surrender any animal for confinement or destruction as required in this chapter when demand is made therefor by the health director or sheriff.

(Code 1992, § 3-18; Ord. of 5-16-1994)

Secs. 6-68—6-92. - Reserved.

ARTICLE IV. - IMPOUNDMENT

Sec. 6-93. - Conditions for impoundment.

(a) Any animal which constitutes a nuisance as defined by this chapter or is not wearing a currently valid rabies vaccination tag or is alleged to be in violation of this chapter or subject to seizure or impoundment under state law or this chapter, may, in the discretion of the sheriff or his designee, be seized, impounded, and confined in a humane manner in an animal shelter.

(b) Impoundment of such an animal shall not relieve the owner or keeper thereof from any penalty which may be imposed for violation of this chapter.

(Code 1992, § 3-19; Ord. of 5-16-1994)

Sec. 6-94. - Notice to owner or keeper.

(a) Upon impounding an animal, notice of such impoundment shall be posted for a minimum of 72 hours on a site designated by the health department, beginning with the time the animal enters the animal shelter, or until the animal is disposed of. Reasonable effort shall be made to identify the owner or keeper and inform such owner or keeper of the conditions whereby the animal may be redeemed. Shelter staff will scan each animal for a microchip as soon as the animal is impounded or within 24 hours of impoundment.

(b) The owner of any animal seized pursuant to a search warrant will have 14 days to claim the animal or the animal's ownership will be forfeited to animal control.

(Code 1992, § 3-20; Ord. of 5-16-1994; Ord. of 1-4-2016)

Sec. 6-95. - Redemption by owner or keeper generally.

(a) The owner or keeper of an animal impounded under this chapter may redeem the animal and regain possession thereof within 72 hours after notice of impoundment is posted as required by this chapter and complying with all applicable provisions of this chapter by paying any applicable fees as determined by the board of county commissioners.

(b) No animal owner or keeper may be permitted to adopt his own animal under the provisions of this chapter, but he must comply with the provisions of this chapter in order to reclaim an animal that has been impounded pursuant to state law or this chapter.

(c) A hunting dog wearing a valid rabies vaccination tag may not be impounded under this chapter for being at large while training or engaged in a hunt. Provided, however, that the dog and the owner or keeper of such hunting dog are otherwise in compliance with the provisions of this chapter and that the impoundment occurred during a lawful wildlife hunting season or training of the dog out of season and the use of hunting dogs is permitted for such season or training. No such animal may be released if it is impounded under the rabies provisions of this chapter or state law, or has been found to be a dangerous dog under this chapter.

(Code 1992, § 3-21; Ord. of 5-16-1994)

Sec. 6-96. - Adoption or disposition of unredeemed animal.

(a) If an impounded animal is not redeemed by the owner or keeper within a period of not less than 72 hours of impoundment, as established by general statute, it shall become the property of the animal shelter and offered for adoption to a responsible adult who is willing to comply with this chapter and with policies promulgated by the board of county commissioners, or such animal may be humanely euthanized.

(b) No animal which has been impounded by reason of its being a stray, unclaimed by its owner or keeper, shall be allowed to be adopted from the animal shelter during a period of emergency rabies quarantine invoked pursuant to this chapter, except by special authorization of the health director.

(Code 1992, § 3-22; Ord. of 5-16-1994; Ord. of 1-4-2016)

Sec. 6-97. - Vaccination of sheltered animals.

All animals adopted or redeemed will be vaccinated prior to release if over 12 weeks of age unless proof of rabies is provided.

(Code 1992, § 3-23; Ord. of 1-4-2016)

Sec. 6-98. - Immediate placement for adoption or destruction of owner-surrendered animals.

(a) Any animal surrendered by its owner to the animal shelter division of the health department or animal control division of the sheriff's office may be immediately placed for adoption or humanely destroyed when:

(1) The owner affirmatively represents in writing that he is in fact the legal owner of such animal.

(2) The owner directs in writing that the animal be placed for adoption or humanely destroyed.

(3) The owner agrees that he will indemnify and hold the health department and sheriff's office harmless from any loss or damage it may sustain, including attorneys' fees, by reason of the destruction or placement for adoption of such animal; and

(4) The owner transfers ownership of such animal to the health department and sheriff's office and releases the health department and sheriff's office from any and all future claims with respect to the animal.

(b) Upon receiving such assurances, the health department and sheriff's office may rely on the same and place such animal for adoption, or destroy such animal, as it sees fit.

(Code 1992, § 3-24; Ord. of 5-16-1994; Ord. of 1-4-2016)

Sec. 6-99. - Handling of stray animals by the public.

It shall be unlawful for any person, without the consent of the owner or keeper, knowingly and intentionally to harbor, keep in possession by confinement or otherwise, any animal that does not belong to him. Any person in possession of a stray animal shall contact the county animal control within 24 hours to arrange for impoundment. If the person possessing or harboring does not want the animal taken to the shelter, he must provide a clear photo and description of the animal, along with the location the animal is being held, to the county animal shelter within 24 hours. They are required to hold the animal for seven consecutive days and must provide proof they have made reasonable attempts to locate the owner.

(Code 1992, § 3-25; Ord. of 1-4-2016)

Sec. 6-100. - Destruction of wounded, diseased, or unweaned animals.

Notwithstanding any other provision of this chapter, any animal seized and impounded which is badly wounded, diseased (not a rabies suspect), or not weaned and has no identification shall be destroyed immediately in a humane manner. If the animal has identification, the sheriff's office and/or health department shall attempt to notify the owner or keeper before disposing of such animal. If the owner or keeper cannot be reached readily, and the animal is suffering, the sheriff's office and/or health department may destroy the animal at its discretion in a humane manner.

(Code 1992, § 3-26; Ord. of 5-16-1994; Ord. of 1-4-2016)

Sec. 6-101. - Destruction of animals which cannot be seized by reasonable means.

Notwithstanding any other provision of this chapter, an animal which cannot be seized by reasonable means may be humanely destroyed by order of the sheriff or person duly authorized by the sheriff.

(Code 1992, § 3-27; Ord. of 5-16-1994)

Secs. 6-102—6-130. - Reserved.

ARTICLE V. - INHERENTLY DANGEROUS WILD ANIMALS

Sec. 6-131. - Prohibited.

(a) It shall be unlawful for any owner or other person to possess or harbor an inherently dangerous wild animal, as defined in this chapter, within the county.

(b) Exemptions. The following exemptions shall apply:

(1) Zoos (as defined by NAICS 712130) shall be exempt from this section but must comply with other applicable county ordinances and policies.

(2) Circuses, fairs, and other temporary events (as defined in the UDO, appendix 1 of this Code) that include the use of inherently dangerous wild animals exempt from this section but must comply with other applicable county ordinances and policies.

(Code 1992, § 3-28; Ord. of 5-6-2013; Ord. of 1-4-2016)

Secs. 6-132—6-160. - Reserved.

ARTICLE VI. - ENFORCEMENT

Sec. 6-161. - Interference with enforcement.

It shall be unlawful for any person to interfere with, hinder or molest the employees of the health department or animal control officers or persons duly authorized by this chapter, or seek to release any animal in the custody of such persons, except as otherwise specifically provided.

(Code 1992, § 3-29; Ord. of 5-16-1994; Ord. of 1-4-2016)

Sec. 6-162. - Penalty for violation.

(a) The violation of any provision of this chapter shall be a Class 3 misdemeanor punishable by a fine of no less than $50.00 and no more than $500.00, and any person convicted of such violation shall be punished as provided in G.S. 14-4. Each day's violation of this chapter is a separate offense. Payment of a fine imposed in criminal proceedings pursuant to this subsection does not relieve a person of his liability for taxes or fees imposed by this chapter.

(b) In addition, enforcement of this chapter may be by appropriate equitable remedy, injunction or order of abatement issuing from a court of competent jurisdiction pursuant to G.S. 153A-123(d) and (e).

(c) In addition to and not in lieu of the criminal penalties and other sanctions provided in this chapter, a violation of this chapter may also subject the offender to the civil penalties hereinafter set forth:

(1) Upon observing a violation, the animal control officer may issue a warning notice for first violation or may issue a civil citation.

(2) Such citation shall:

a. State upon its face that a civil penalty in the amount of $50.00 has been imposed and shall specify the specific violation charged.

b. Inform the alleged offender that failure to pay civil penalty may result in issuance of a criminal citation for misdemeanor for violation of this article.

c. Inform the alleged offender that they may answer the notice by mailing such notice and stated penalty to the sheriff at the mailing address provided or may request a hearing before the sheriff to contest the civil penalty.

(3) The sheriff is authorized to accept such payments in full and final settlement of the claim or rights of action which the county may have to enforce such penalty by civil action in the nature of debt. Acceptance of such penalty shall be deemed a full and final release of any and all such claims, or rights of action arising out of such contended violation.

(4) The notice of violation referred to herein may be delivered to the person violating the provisions of this chapter in person or may be mailed to such person at his last known address.

(5) All penalties paid to the sheriff or as may be recovered on a civil action in the nature of debt as herein provided shall be paid into the general fund of the county.

(Code 1992, § 3-30; Ord. of 5-16-1994; Ord. of 12-15-1997; Ord. of 6-7-2010; Ord. of 1-4-2016)

Pender County
Renewal of lease for 102 W. Fremont Street

TO:	BOCC
FROM:	Allen Vann
DATE:	January 17, 2023
SUBJECT:	Renewal of lease for 102 W. Fremont Street

SUMMARY:
Many of the Pender County Clerk of Court's records are stored in this building. Therefore, this lease had to be renewed while next steps for their storage are considered. Renewal is effective February 1, 2023, at cost of $3,100 per month.

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF PENDER

THIS LEASE AGREEMENT (this "Lease"), is made and entered into this the _____ day of January 2022 (the "Effective Date"), by and between **Burgaw Now, LLC,** a North Carolina limited liability company (hereinafter referred to as the "Landlord") and **Pender County,** a North Carolina government agency (hereinafter referred to as the "Tenant");

WITNESSETH:

THAT for and in consideration of the mutual agreements of the parties, including the rental agreed to be paid by Tenant to Landlord, Landlord hereby leases to Tenant, and Tenant leases and rents from Landlord the following described premises on the terms and conditions hereinafter set forth, to wit:

1. **BASIC LEASE TERMS**. For the purposes of this Lease, the following terms shall have the meanings set forth below:

(a) Building. The building ("Building") constructed on that certain tract of land (the "Land") described in Exhibit "A" attached hereto and being a two (2) story building consisting of approximately 3,880 total square feet +/- and designated as 102 N. Fremont Street, Burgaw, North Carolina.

(b) Leased Premises or Premises. The first floor of the Building containing 1,940 square feet +/- which includes additional access through rear door.

(c) Lease Term. Twelve (12) months, beginning on February 1, 2022, and ending midnight, January 31, 2023. Landlord agrees to allow Tenant to occupy the Lease Premises on the Effective Date without the payment of rent provided all the other terms and conditions of the Lease are adhered to by Tenant.

(d) Commencement Date(s). The "Lease Commencement Date" shall be the Effective Date. The "Rent Commencement Date" shall be February 1, 2022.

(e) Base Rent or Fixed Minimum Rent. Base Rent or Fixed Minimum Rent for shall be Three Thousand and no/100 ($3,000.00) Dollars per month.

(f) Additional Rent. Additional Rent shall include those charges as designated as such in this Lease. If applicable, certain sums consisting of Additional Rent shall be estimated by the Landlord and provided to Tenant on or before the date Additional Rent begins. Such amounts shall thereafter be adjusted at the end of each Lease Year per the terms of the Lease.

(g) Rent. Rent shall mean Base Rent, Additional Rent, Percentage Rent and all other amounts to be paid by Tenant to Landlord under the Lease.

(h) Permitted Use. The Premises shall be used only for the operation of the Pender County Courthouse and the storage of records, and for no other purposes whatsoever without Landlord's prior written consent, which shall not be unreasonably withheld.

(i) Lease Month. The first "Lease Month" shall commence on the February 1, 2022, notwithstanding Tenant's earlier occupancy as described in section 1(c) above and shall expire on the last day of the month immediately preceding the first anniversary of the Rent Commencement Date if such Commencement Date is the first day of the calendar month.

(j) Option to Renew Lease. Provided that Tenant is not in default of its obligations under this Lease, Tenant shall have the option ("Option") during the term of this Lease to renew the Lease for another twelve (12) month term, if exercised in accordance with Section 4 of this Lease.

2. **LEASED PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the first floor of the Building containing 1,940 +/- square feet which includes additional access through rear door, and the same being part of 102 W. Fremont Street, Burgaw, North Carolina, PIN 3229-32-1899-0000 and 3229-32-1982-0000.

3. **TENANT'S ACCEPTANCE OF PREMISES.** Landlord represents and warrants to Tenant that Landlord will maintain and replace the roof of the Building as necessary, except for those repairs or maintenance caused by Tenant's negligence or the negligence of any of its agents, employees or customers, or other persons using the Building with Tenant's consent, in a manner and employing a method to the extent reasonably possible that will not interfere Tenant's business operations at the Premises. Excepting this representation and warranty, neither the Landlord nor its agents have made any representations with respect to the Premises, the building of which the Premises is a part, the land upon which it is erected, the Landlord's operations, expected tenants on other property in proximity to the Premises or the Tenant's business within the Leased Premises (including, without limitation, any representations regarding the success of Tenant's business) except as expressly set forth herein or as may be agreed to, in writing, by both parties, and no rights, easements, or licenses are acquired by the Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Tenant accepts the same "AS IS WHERE IS", that all obligations imposed upon Landlord under this Lease relating to the condition and delivery thereof by Landlord have been fully performed and that the Premises were in good condition at the time possession was taken, except such items as may be agreed upon herein or otherwise in writing, by both parties prior to entry.

4. **TERM; RENEWAL OPTION.** The Lease Term shall commence on

February 1, 2022. The parties hereto acknowledge that certain obligations under various paragraphs of this Lease, and specifically Tenant's right to entry and occupancy upon the Effective Date, may commence prior to the February 1, 2022 and the parties agree to be bound by the terms of this Lease as of the Effective Date. Provided this Lease is still in full force and effect and there is no event of default by Tenant under the Lease, Tenant shall have the right and option to renew the Lease for one (1) additional twelve (12) month term (the "Renewal Term" respectively) on the same terms and conditions set forth in this Lease. Monthly Base Rent during the Renewal Term shall be Three Thousand One Hundred and no/100 ($3,100.00) per month plus Additional Rent as defined herein.

Tenant shall exercise the relevant right and option to renew the Lease Term by giving Landlord written notice thereof no less than thirty (30) days prior to the expiration of then-applicable term of the Lease.

5. USE AND COMPLIANCE WITH LAWS.

A. Tenant's Compliance with Applicable Laws. Tenant may use and occupy the Leased Premises only for the permitted use specified in Section 1 above and for no other purpose without Landlord's prior written consent. Tenant shall comply with all applicable laws, regulations, rules, ordinances, and directives of the Federal, State, municipal and county authorities as well as all judicial orders and the requirements of any Board of Fire Underwriters having jurisdiction over Tenant and the Leased Premises (or any other body exercising similar functions) as are in effect during the Lease Term, including without limitation, those relating to hazardous materials or substances, and occupational safety and health, and, at Tenant's sole cost and expense, shall perform any act or obligation arising from or as is necessary to achieve such compliance provided that such compliance is Tenant's legal obligation to undertake and is not a result of an act of Landlord, another tenant or third party over which Tenant has no control. Tenant shall make no use of the Premises (i) in violation of any governmental laws, rules or regulations, Declarations or any private restrictive covenants which apply to the Leased Premises, (ii) which constitutes a nuisance, or (iii) which results in the cancellation of or substantial increase in the premium of any hazard insurance policy insuring the Leased Premises or any other portion of the Building; provided that Tenant's use of the Lease Premises as is customary for a family style restaurant shall be deemed not to violate this covenant (ii). Furthermore, Tenant shall maintain at all times during this Lease any and all licenses, permits or other authorizations required by any governmental authority or agency for Tenant's occupancy or operations at the Leased Premises.

B. Landlord's Obligations. Landlord will not initiate or endorse any governmental regulation, ordinance or law or establish any private restrictive covenant which would adversely affect Tenant's lawful use and enjoyment of the Leased Premises as may be warranted by Landlord herein

C. Notice of Violations. To the extent actually known by Tenant, Tenant shall promptly notify Landlord of any violation of any applicable law which is alleged to

have been committed on the Leased Premises and shall forward to Landlord copies of any written communications, complaints, citations or other notices relating to the condition of the Leased Premises or compliance with applicable laws (an "Action Notice"). Tenant promptly shall respond to any Action Notice, cure any known violation of applicable laws and properly respond to any legal action commenced against Tenant or the Leased Premises to the reasonable satisfaction of Landlord. Prior to undertaking same, however, Tenant shall propose to Landlord its intended course of action and proceed only with Landlord's approval of same, which shall not be unreasonably withheld, conditioned or delayed, but shall not be deemed to be Landlord's guarantee that such action is appropriate nor impose any liability on same for Landlord.

D. **Americans with Disabilities Act.** In amplification of Tenant's obligations under Section 5(A) above and not in limitation thereof, Tenant shall be fully responsible for compliance with the Americans With Disabilities Act of 1990, as amended from time to time (the "ADA"), or any similar federal, state or local statute, law or ordinance ("Other Disability Laws"), and for all alterations required to be made to the Leased Premises due to changes in or regulations under the ADA or Other Disability Laws, or judicial interpretations of the requirements of the ADA or Other Disability Laws all as may occur after Commencement of this Lease, or changes in Tenant's use of the Leased Premises or in the nature of Tenant's conduct of business at the Leased Premises (including, but not limited to, any changes in use or business conduct arising out of a sublease or assignment or resulting in the Leased Premises being deemed a "place of public accommodation" under the ADA) or Alterations made by Tenant. If the Common Areas must be modified or any other action relating to the Common Areas must be undertaken to comply with the ADA or Other Disability Laws because of (i) any special or unique use or activity in the Leased Premises other than as set out in Section 1 (i), or (ii) the performance of any Alterations within the Leased Premises, the responsibility for such modification or action (including the payment of all costs incurred in connection therewith) shall be the responsibility of Tenant. Landlord represents and warrants that Leased Premises will comply with the ADA and Other Disability Laws effective upon the Commencement Date.

E. **Hazardous Substances.**

(1) Properties built before 1978 may contain lead based paint, asbestos and other materials which may pose a health risk if not taken care of properly. The Lease Premises was built before 1978 and as such it may contain one (1) or more of the aforementioned substances. Landlord represents and warrants to Tenant that Landlord has owned the Property for less than thirty (30) days and to the best of its knowledge (i) there are no Hazardous Substances in the Building (ii) there has not been any release or threatened release of any Hazardous Substances, (iii) neither Landlord nor any of its other tenants has used, stored, generated or disposed of any Hazardous Substances in the Building (except to the extent the operations of Landlord or other tenants involve the use, storage or generation of Hazardous Substances, in which event Landlord shall not be in default hereunder so long as Landlord or such other

tenants complied, and continue to comply, with the requirements of all applicable Environmental Laws), and (iv) the Building is in compliance with all federal, state and local environmental laws, ordinances, rules and regulations (collectively, "Environmental Laws"). Landlord shall be liable for the removal of, and performance of any remedial work required in connection with, any Hazardous Substances located, discharged, leaked or emitted on, in, above or under the Building prior to the Commencement Date and also for any Hazardous Substances located, discharged, leaked or emitted onto, on, in, above, under or around the Building as a result of any act and/or omission of Landlord or its agents, employees, contractors or licensees before the Commencement Date. Landlord shall indemnify, defend and hold Tenant and its employees, contractors, agents, officers, directors, assigns and successors and their affiliates harmless from any and all claims, losses, costs, actual damages, fines, judgments, penalties and expenses (including, without limitation, reasonable attorneys', consultant and expert fees) incurred in connection with the aforementioned actions and in connection with any representation of Landlord made in this Lease regarding Hazardous Substances being materially false at the time such representation was made. Tenant shall have the right to terminate this Lease in the event of a release or threatened release of any Hazardous Substances caused by the activities of Landlord.

(2) During the Lease Term, Tenant shall not use, store, generate or dispose of any Hazardous Substances, or permit the use, storage, generation or disposal of any Hazardous Substances by its employees, agents, contractors, licensees or subtenants, in, on, above or below any part of the Building other than is legally allowed and necessary or appropriate for Permitted Use; provided, however, that for any Hazardous Substances legally allowed and necessary or appropriate for the Permitted Use of the Leased Premises, Tenant shall store and dispose of such Hazardous Substances in accordance with all applicable laws. Tenant shall indemnify, defend and hold Landlord and its employees, contractors, agents, officers, members, assigns and successors and their affiliates harmless from any and all claims, losses, costs, actual damages, fines, judgments, penalties and expenses (including, without limitation, reasonable attorneys', consultant and expert fees) arising during or after the Lease Term as a result of any use, storage, generation or disposal of Hazardous Substances in or on the Building in violation of applicable Environmental Laws by Tenant or its employees, agents, contractors, licensees or subtenants during the Lease Term. As used herein, "Hazardous Substance" means (i) any substance which is toxic, ignitable, reactive or corrosive and which is regulated by any local government, the State of North Carolina, or the United States government; (ii) any and all materials or substances which are defined as "hazardous waste," "extremely hazardous waste" or a

"hazardous substance" pursuant to state, federal or local governmental law; and (iii) polychlorobiphenyls ("PCB's") and petroleum. "Hazardous Substance" does not mean lead based paint, asbestos and other materials which were commonly used in construction prior to 1978.

(3) The provisions contained in this Section 5(E) shall survive the expiration or sooner termination of this Lease.

6. RENT AND OTHER CHARGES.

A. Payment of Base Rent. From and after the Commencement Date, Tenant shall pay to Landlord monthly Base Rent for the Lease Term according to the following schedule:

Lease Month	Monthly Rental	Lease Month	Monthly Rental
1	$3,000.00	7	$3,000.00
2	$3,000.00	8	$3,000.00
3	$3,000.00	9	$3,000.00
4	$3,000.00	10	$3,000.00
5	$3,000.00	11	$3,000.00
6	$3,000.00	12	$3,000.00

Base Rent shall be payable in twelve (12) equal monthly installments, each due in advance to the Landlord at the address specified in Section 31(A) on the first day of each and every month during the Lease Term. Rent for any partial month shall be prorated for the number of days in the month for which such Rent is due. All Rent and any other sums due Landlord under this Lease shall be paid without notice or demand and without set-off, deduction, defense, counterclaim or abatement of any kind, except as otherwise expressly provided herein.

Monthly Base Rent during the Renewal Term shall be increased to Three Thousand One Hundred and no/100 ($3,100.00) per month plus Additional Rent as defined herein.

B. Additional Rent. From and after the Commencement Date, Tenant shall pay to Landlord Additional Rent without set-off, deduction, defense, counterclaim or abatement of any kind, those charges designated as Additional Rent in this Lease in equal monthly installments in advance on or before the first day of the month for which said amounts are due (or in any lump sum if so provided under this Lease); however, if the Lease Term shall commence on a day other than the first day of the calendar month, the Rent for the portions of a month at the beginning of the Lease Term shall be prorated and paid in advance on or before the Commencement Date. The payment of such late charge shall be in addition to whatever remedies are available to Landlord pursuant to this Lease or at law or in equity as a result of such late payment.

C. Late Payment and Application of Receipts Received From Tenant. If Tenant fails to pay any installments of Rent on or before the 10th day of the month when such payment is due, a late charge shall be imposed in the amount equal to five percent (5.00%) of the payment (but in no event greater than the maximum amount permitted by law). The payment of such late charge shall be in addition to whatever remedies are available to Landlord pursuant to this Lease or at law or in equity as a result of such late payment. Landlord, acting in its sole discretion, shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligation of Tenant to Landlord regardless of the instructions of Tenant as to application of any sum whether such instructions are endorsed upon Tenant's check or otherwise, unless otherwise agreed upon by both parties in writing. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. The acceptance by Landlord of a check or checks drawn by anyone other than Tenant shall in no way affect Tenant's liability hereunder nor shall it be deemed an approval of any assignment of this Lease by Tenant.

D. Utilities. All utilities shall be in the name of Landlord and Tenant shall reimburse Landlord for Utilities by paying to Landlord, beginning on the Commencement Date, and on the first day of each calendar month during the term hereof, an amount equal to all the Utilities used by Tenant for the Premises. Upon receipt of bills, statements or other evidence of Utilities due, Landlord shall pay or cause to be paid the Utilities. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of Utilities paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment, as applicable, as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the Utility reimbursements paid hereunder except as provided in this paragraph.

Excepting Landlord's obligations under Section 18.A. herein or otherwise as specifically set forth herein, Landlord shall not be liable to Tenant for any failure, modification, or interruption of any utility service whatsoever, including, by way of example rather than by limitation, any such failure, modification or interruption which either (i) arises out of an Act of God or (ii) is required by any federal or other law or regulation relating to the furnishing or consumption of energy or the temperature of buildings, or any other applicable law unless the failure results from Landlord's negligence or intentional conduct.

E. Personal Property Taxes. Tenant shall pay all taxes and assessments due with respect to Tenant's personal property or any improvements to the Premises.

7. EVENTS OF DEFAULT AND REMEDIES.

A. Default by Tenant. The occurrence of any of the following shall be a default by Tenant, and each shall constitute an "Event of Default" hereunder without notice from Landlord unless expressly required herein:

(1) Tenant shall fail to pay Rent on its due date or shall fail to make any other payment when required pursuant to this Lease (regardless of whether or not any legal or formal demand has been made therefor) if such failure is not cured within ten (10) days after written notice thereof has been given to Tenant;

(2) Tenant shall violate or fail to perform any of the terms, conditions, covenants or agreements herein made by Tenant (if such failure is not cured within thirty (30) days after written notice thereof has been given to Tenant, unless the provision herein specifies a shorter cure period after written notice of the failure (provided that such 30-day notice and cure period shall be decreased or dispensed with, as reasonably required, in cases of emergency or in circumstances where such failure will result in a default by Landlord under other leases of space in the Building); provided, however, that if the nature of Tenant's obligation is such that more than thirty (30) days are required for performance, then Tenant shall not be in default if Tenant commences performance within the thirty (30) days period and thereafter diligently prosecutes the same to completion;

(3) Tenant becomes insolvent or unable to pay its debts as they become due, or Tenant notifies Landlord that it anticipates either condition, or Tenant shall be adjudicated a bankrupt or file a voluntary petition in any bankruptcy or insolvency proceeding, or Tenant notifies Landlord that it intends to file such a petition, or if any involuntary petition in any bankruptcy or insolvency proceeding shall be filed against Tenant and not discharged by Tenant within sixty (60) days from the date of filing, or if Tenant or any creditor of Tenant notifies Landlord that it knows of or expects such a petition to be filed;

(4) Tenant shall make or consent to an assignment for the benefit of creditors or a common law composition of creditors, without the prior written consent of Landlord;

(5) A receiver or trustee shall be appointed for Tenant's leasehold interest in the Leased Premises or for all or substantially all of Tenant's assets; and/or

(6) Tenant shall make a transfer in fraud of creditors.

B. Remedies. Upon the occurrence of any Event of Default, Landlord shall have the right to pursue anyone or more of the following rights and remedies without further notice or demand of any kind to Tenant or any other person, except as required by applicable state law:

(1) Landlord may terminate this Lease and Tenant's right to possession of the Leased Premises and reenter the Leased Premises, take

possession thereof and remove all persons therefrom, without being liable for prosecution or any claim of damages therefor, following which Tenant shall have no further claim thereon or hereunder. Upon any such termination, Landlord shall be entitled to the following as damages, in addition to its other remedies set forth herein and/or permitted by law: (i) any unpaid Rent, including interest thereon which is due and owing at the time of such termination; plus (ii) that Rent, including interest thereon, which would have been earned after termination until the time of judgment; plus (iii) an amount equal to the Rent for the balance of what otherwise would have been the Lease Term had the same not been terminated; plus (iv) any other amount necessary to compensate Landlord for all of the damages caused by Tenant's failure to perform its obligations under this Lease, including, without limitation, the reasonable costs of restoring the Leased Premises to its condition when Tenant first leased the Premises, ordinary wear and tear excepted, brokerage fees, reasonable attorneys' fees, loss and damage due to the failure of Tenant to maintain and/or repair the Leased Premises as required hereunder and/or due to the inability of Landlord to relet the Leased Premises on satisfactory terms or otherwise, using commercially reasonable efforts to do so.

(2) Without terminating this Lease and the obligations of Tenant hereunder, Landlord may terminate Tenant's right of possession of the Leased Premises and reenter the Leased Premises and occupy the whole or any part thereof and take possession thereof and remove all persons therefrom, without being liable for prosecution or any claim of damages therefor;

(3) Even though Landlord may have reentered the Leased Premises without terminating this Lease, in accordance with subsection (2) above, Landlord may elect thereafter to terminate this Lease;

(4) Without terminating this Lease and the obligations of Tenant hereunder, Landlord may enter upon the Leased Premises and do whatever Tenant is obligated to do under the terms of this Lease and take possession thereof and remove all persons therefrom, without being liable for prosecution or any claim of damages therefor and Tenant agrees to reimburse Landlord on demand for any reasonable expense which Landlord may incur in effecting compliance with Tenant's obligations under this Lease and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action;

(5) Without terminating this Lease and the obligations of Tenant hereunder, Landlord may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems property, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, with Landlord taking commercially reasonable efforts to

mitigate damages, as provided in Section C(3) below. Tenant shall be entitled to a credit for all rental income received by Landlord (if any) in the reletting of the Leased Premises, although said credit shall not in any event result in a payment or payments to Tenant if the amount received by Landlord in connection with such reletting exceeds the amount owed by Tenant hereunder. Notwithstanding anything to the contrary, Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages.

(6) Landlord may exercise all other remedies and seek all damages available to Landlord at law or in equity, including without limitation injunctive relief of all varieties. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof. Tenant acknowledges and understands that Landlord's acceptance of partial rental will not waive Tenant's breach of this Lease or limit Landlord's rights against Tenant hereunder.

C. General Provisions Regarding Landlord's Remedies.

(1) Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer, eviction or summary ejectment statutes of the State of North Carolina and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of, or at any time subsequent to, the serving of such notice and such election is evidenced by a written notice to Tenant) be deemed to be a termination of this Lease.

(2) The rights and remedies given to Landlord in this Section 7 shall be cumulative and are in addition to all other rights or remedies which Landlord may have under laws in force when the default occurs.

(3) In the event Landlord elects to repossess the Leased Premises without terminating the Lease, Landlord shall take any such steps required by law to mitigate its damages and relet the Leased Premises or any part thereof for such Rent and upon such terms as Landlord deems appropriate in its reasonable discretion (the "Mitigating Rent") with the right to make alterations and improvements to the Leased Premises required by any new tenant as to place the Leased Premises in a rentable condition comparable to the condition of the Premises upon Tenant's first occupancy. If an amount equal to the full Rent which would have been paid by Tenant hereunder, plus the expenses incurred by Landlord in connection with such reletting, including without limitation, costs of cleaning, painting, repairing or refitting the Leased Premises, advertising, broker fees, municipal fees and legal fees for preparation and negotiation of the replacement lease (the "Relet Charges"), shall not be realized by Landlord in connection with such reletting, Tenant shall

remain liable for all damages sustained by Landlord, including without limitation, any deficiency between the Mitigating Rent and the Rent and Relet Charges.

(4) Except as may be required by law, Landlord shall have no obligation or duty to relet or attempt to relet the Leased Premises, and Landlord's failure to relet the Leased Premises shall not release or affect Tenant's liability hereunder. Without in any way limiting the foregoing, Landlord shall have no obligation to relet the Leased Premises or any portion thereof in preference or priority to any other space Landlord may have available for rent in the Building or the Project, and, if Landlord does rent the Leased Premises or any portion thereof, it shall do so to further its own interest and shall not act as agent for Tenant with regard to any economic interest which Tenant may otherwise claim with respect to the Leased Premises unless Landlord, by supplemental written agreement, is contracted by Tenant to do so.

(5) In the event Landlord elects to re-enter or take possession of the Leased Premises after Tenant's default, Tenant hereby waives notice of such re-entry or repossession and of Landlord's intent to re-enter or retake possession. Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, expel or remove Tenant and any other person who may be occupying said Premises or any part thereof.

(6) This Section 7 shall be enforceable to the maximum extent not prohibited by applicable law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion. To the extent any provision of applicable law requires some action by Landlord to evidence or effect the termination of this Lease, or to evidence the termination of Tenant's right of occupancy, Tenant and Landlord hereby agree that notice, in writing only and delivered in accordance with Section 31(A) herein, shall be sufficient to evidence and effect the termination therein provided for.

(7) Landlord shall have the right, with or without terminating this Lease, to re-enter the Leased Premises and remove all persons and property from the Leased Premises without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer and without incurring any liability for any damage resulting therefrom, Tenant hereby waiving any right to claim damage for such reentry and expulsion, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law. All property removed by Landlord may be stored in a public warehouse or elsewhere at the cost of and for the amount of Tenant in a commercially reasonable manner and in accordance with the requirements of applicable law, and Landlord shall have no liability whatsoever to Tenant therefor, including without limitation liability for trespass or conversion. No re-entry or taking

possession of the Leased Premises by Landlord pursuant to this Section 7 shall be construed as an acceptance of a surrender of the Leased Premises or an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction and Tenant's liability under this Lease shall continue until the Lease Term and any exercised renewal option would have expired and such termination not occurred.

(8) Landlord may sell at a commercially reasonable public or private sale, all or any part of Tenant's property recovered by Landlord in accordance with the foregoing section with or without having such property at sale. At any such sale, Landlord or its assigns may purchase unless otherwise prohibited by law. The proceeds from any such disposition, less any and all expenses (including legal fees) connected with the taking of possession, holding and selling of Tenant's property, first shall be paid from the proceeds realized on such sale and the balance applied to amounts due to Landlord hereunder. Any surplus shall be paid to Tenant or as otherwise required by law, and Tenant shall remain responsible for any deficiencies. In connection herewith, Landlord shall have any and all of the remedies afforded to secured parties under the provisions of the Uniform Commercial Code, as codified in North Carolina.

D. Right of Landlord to Cure Tenant's Default. Whenever Tenant defaults in the making of any payment required hereunder or in the doing of any act herein required to be made or done by Tenant, then Landlord, with prior notice to Tenant at least thirty (30) days in advance, may make such payment or do such act on Tenant's behalf but shall not be required to do so, provided that Tenant does not cure the default within such thirty (30) day period. All costs incurred by Landlord to satisfy Tenant's obligations, including without limitation payment of any penalty or fine which may be imposed as a result of Tenant's failure or violation, shall be paid by Tenant as Additional Rent within ten (10) business days of Landlord's demand for reimbursement (unless otherwise expressly provided herein), after which time interest shall be applied at the Stipulated Rate (hereinafter defined). The making of such payment or the taking of such action by Landlord shall not operate to cure or waive such default by Tenant nor prevent Landlord from exercising any other remedy available to Landlord.

E. Remedies. In the event of any default by Tenant, and in addition to any specific remedies otherwise set forth in this Lease, Landlord shall have any and all remedies allowed by law or equity upon Tenant's default including but not limited to termination of the Lease, money damages, injunction, and off set.

8. END OF TERM, HOLDING OVER AND ATTORNEYS' FEES. Upon the expiration of the Lease Term or other termination of this Lease, Tenant shall quit and surrender to Landlord the Leased Premises, broom clean, in good order and condition, ordinary wear and tear excepted, and Tenant shall remove from the Leased Premises all of its property. If Tenant shall hold over after the expiration of the term or other termination of this Lease, such holding over shall not be deemed to be a renewal or extension of this Lease, but shall be deemed to create a tenancy-at-will and by such

holding over Tenant shall be deemed to have agreed to be bound by all of the terms and conditions of this Lease except those as to the term hereof and except that during such tenancy-at-will, Tenant shall pay, in addition to any Additional Rent due under this Lease, Base Rent as the same may have been increased at that rate equal to one hundred fifteen percent (115.0%) of that provided for in the foregoing Section 6. Tenant will be liable to Landlord for any and all damages suffered or incurred by Landlord, directly or indirectly, arising out of or resulting from Tenant's failure to vacate the Leased Premises in accordance with terms of this Lease if such holding over shall last more than thirty (30) days. If any Rent or other sum owing under this Lease is collected by or through an attorney-at-law, Tenant agrees to pay Landlord's reasonable attorneys' fees in connection with such collection actions.

9. ASSIGNMENT AND SUBLETTING. Tenant may not transfer, mortgage, encumber, assign, or sublease all or part of the Leased Premises without Landlord's prior written consent. Landlord's consent to any assignment or sublease shall not be unreasonably withheld or unduly delayed. Notwithstanding anything in the foregoing to the contrary, no sublease or assignment shall relieve Tenant of its obligations under this Lease.

A. Standard for Consent. The Landlord's consent shall not be considered unreasonably withheld if: (i) the proposed subtenant's or assignee's financial responsibility does not meet the same criteria Landlord uses to select comparable tenants, (ii) the proposed subtenant's or assignee's business is not suitable for the Building considering the business of the other tenants and the Building's prestige, or (iii) the proposed use is inconsistent with the use permitted by this Lease.

B. Procedure. In those cases in which Landlord's consent to an assignment or a sublease is required, Tenant must provide Landlord in writing, prior to entering into any such assignment or sublease: (i) the name and address of the proposed subtenant or assignee, (ii) the nature of the business that the proposed subtenant or assignee will operate in the Leased Premises, (iii) the terms of the proposed sublease or assignment, and (iv) sufficient financial information to enable the Landlord to evaluate the proposed subtenant or assignee and guarantor(s). Regardless of whether any assignment or sublease requires Landlord consent, however, Tenant shall deliver to Landlord, for its records, all such information for any tenant or subtenant taking space at the Leased Premises promptly after such tenant enters.

Tenant shall pay to Landlord as Additional Rent, any and all costs and expenses and other costs, overhead and attorney's fees incurred by Landlord in connection with any proposed assignment or subletting in an amount not to exceed one thousand ($1,000.00) dollars with payment being due on the earlier of Landlord the Landlord's decision of approval or denial of the proposed sublease or assignment; or, the expiration of thirty (30) day period provided below. Tenant shall also be responsible for all brokerage commissions and fees and similar charges relating to any sublease or assignment and shall indemnify and hold Landlord harmless from and against any and all claims, costs, expenses and liabilities incurred by Landlord relating to the same.

Landlord, within thirty (30) days after receiving the information required under

this section, shall give notice to Tenant of the approval or denial of the proposed sublease or assignment. If Landlord denies consent, it must explain the reasons for the denial. If Landlord does not give notice within the thirty (30) day period, then Tenant may sublease or assign part or all of the Leased Premises upon the terms Tenant provided pursuant to the requirements of this section.

C. **Conditions.** Except as set forth above, subleases and assignments by Tenant are also subject to the following conditions: (i) the terms of this Lease, (ii) the term shall not extend beyond the Lease Term, (iii) Tenant shall remain liable for all Lease obligations, and (iv) consent to one sublease or assignment does not waive the consent requirement for future assignments or subleases. No permitted assignment or sublease shall be valid and no assignee or sublessee shall take possession of the Leased Premises assigned or sublet unless, within ten (10) days after the execution thereof, Tenant shall deliver to Landlord a duly executed duplicate original of such assignment or sublease in form satisfactory to Landlord which provides that (i) the assignee or sublessee assumes Tenant's obligations for the payment of Rent and for the full and faithful observance and performance of the covenants, terms and conditions contained herein, and (ii) that said assignee or sublessee will, at Landlord's election, attorn directly to Landlord in the event Tenant's Lease is terminated for any reason. Said duplicate original of the instrument of assignment or sublease shall be accompanied by a certification evidencing approval by the board of directors of Tenant and such assignee or subtenant, if either is a corporation, which resolution authorizes the signatories to such instrument of assignment or sublease to execute same in the name and on behalf of the corporation executing same.

10. ALTERATIONS BY TENANT. Tenant shall make no structural, electrical, plumbing or mechanical alterations, additions or improvements to the Leased Premises without the prior written consent of Landlord; except that Tenant may, without obtaining Landlord's consent, make alterations or improvements (a) if the alterations or improvements do not adversely affect the structural elements or mechanical systems of the Building, do not exceed seven hundred fifty and no/100 Dollars ($750.00) in cost (excluding the cost of equipment, machinery, personal property, or other items installed by Tenant [collectively, "Tenant's Property"]) and do not violate applicable Laws or (b) if the alterations or improvements are required by law. All structural, electrical, plumbing or mechanical alterations, additions and improvements made by, for, or at the direction of Tenant shall, when made, except for Tenant's Property, become the property of Landlord and shall remain upon, and be surrendered with, the Leased Premises as a part thereof at the expiration or earlier termination of this Lease. Upon the expiration or any earlier termination of this Lease, Tenant shall promptly reimburse Landlord for any expense or cost incurred by Landlord in restoring the Leased Premises to the condition in which the Leased Premises were at the time Tenant completed Tenant's Work, ordinary wear and tear, fire and other casualty not caused by Tenant, and additions and improvements to the Leased Premises consented to in writing by Landlord excepted. Notwithstanding the above, Landlord's consent shall not be required for the movement of equipment workstations, computers, telephones and any standard equipment in the Leased Premises or for painting and other nonstructural decoration.

In the event that, upon receiving the required consent from Landlord, Tenant constructs any structural, electrical, plumbing or mechanical improvements to the Leased Premises, then those improvements must be constructed (a) using, at least, finishes which are standard to the Building and according to plans and specifications and using only contractors and subcontractors approved by Landlord in advance, which approval shall not be unreasonably withheld, conditioned or delayed, (b) in compliance with all applicable laws, ordinances, rules, building codes, and regulations of Federal, State, municipal and county authorities, including without limitation, the procurement of a building permit, and (c) in a diligent, good and workmanlike manner. Tenant, or Tenant's contractor, shall obtain a Builders' Risk Insurance Policy in such amount as is reasonably requested by Landlord, naming Landlord as an additional insured and providing that it will not be canceled without giving Landlord at least fifteen (15) days prior written notice thereof. Any mechanical or electrical work and penetration of floors must be performed by contractors and subcontractors who are reasonably acceptable to Landlord. Upon completion of Tenant's Work, or if there are structural alterations after Tenant completes Tenant's Work, Tenant must furnish Landlord with a complete set of as-built plans and specifications for the same. Tenant will not permit, and to the extent allowed by law, will indemnify Landlord and hold it harmless from, any mechanic's or materialmen's liens against the Leased Premises, in connection with any such alterations or improvements.

11. PROPERTY OF TENANT. Notwithstanding anything in this Lease to the contrary, all property placed on the Leased Premises by, at the direction of, or with the consent of, the Tenant, its employees, agents, licensees or invitees, shall be at the risk of the Tenant or the owner thereof, and Landlord shall not be liable for any loss of or damage to said property unless the loss or damage directly and wholly results from Landlord's or its employees, agents, licensees or invitees' gross negligence or intentional misconduct.

12. LANDLORD'S RIGHT OF ENTRY. Provided (i) any such entry does not unreasonably interfere with Tenant's business operations therein; (ii) Landlord provides reasonable notice of not less than twenty-four (24) hours (except in cases of emergency); and, (iii) Landlord is accompanied by the Pender County Clerk of Superior Court or her representative, Landlord shall have the right to enter, and to grant licenses to enter, the Leased Premises at any reasonable time and for such lengths of time as is reasonably necessary for the following purposes: (a) to inspect the Leased Premises; (b) to show the Leased Premises to prospective tenants within the last six (6) months of the Lease Term; (c) to show the Lease Premises to prospective purchasers; (d) to make alterations or repairs to the Leased Premises or to the Building; (e) for any purpose which Landlord shall deem reasonable and necessary for the operation and maintenance of the Building; (f) to remove from the Leased Premises placards, signs, fixtures, alterations or other items in violation of this Lease; or (g) to abate any condition which constitutes a violation of law, governmental regulation or any covenant or condition of this Lease. No such entry by Landlord shall in any manner affect Tenant's obligations and covenants under this Lease, and no such entry shall in and of itself, without proof of negligence on the part of Landlord, render Landlord liable for any loss of or damage to the property or business of Tenant. Landlord may advertise the Leased Premises (i) "For Rent" at any time after one hundred-twenty (120) days prior to the expiration of the

Lease Term and (ii) "For Sale" throughout the Lease Term. Notwithstanding the forgoing, Landlord's right of entry is expressly conditioned on

13. INDEMNIFICATION. Tenant agrees, to the extent allowed by law, and subject to the following paragraph to indemnify and hold Landlord, and any successor to Landlord, harmless, against and from any claim, demand, action, proceeding, suit, liability, loss, judgment, expense (including reasonable attorneys' fees) and damages of any kind or nature whatsoever by or on behalf of any person, firm or corporation that Tenant is legally obligated to pay arising by reason of injury to person or property occurring on the Leased Premises or the Building occasioned in whole or in part by any negligence (to the extent of such negligence) or intentional misconduct on the part of Tenant or any employee, agent, assignee or subtenant of Tenant, or by reason of the unlawful use by Tenant, or any tenants, licensees, invitees, agents, servants and employees of Tenant, of the Leased Premises or by reason of any breach, violation or non-performance of any covenant in this Lease on the part of Tenant to be observed or performed. Tenant agrees to pay Landlord promptly for all damage (other than normal wear and tear and casualty covered by Landlord's insurance) to the Building, the Leased Premises or the apparatus and appurtenances thereto caused by Tenant, its employees, agents, guests, servants and visitors, and Tenant agrees in any event to reimburse and compensate Landlord as Additional Rent within five (5) days of rendition of any statement to Tenant by Landlord for expenditures made by Landlord or for fines sustained or incurred by Landlord due to non-performance or noncompliance with or breach or failure to observe any term, covenant or condition of this Lease upon Tenant's part to be kept, observed, complied with or performed.

Subject to the preceding paragraph, Landlord agrees to indemnify, and hold Tenant harmless against and from any claim, demand, action, proceeding, suit, liability, loss, judgment, expense (including reasonable attorneys' fees) and damages of any kind or nature whatsoever by or on behalf of any persons, firm, or corporation arising by reason of injury to person or property occurring at the Building or the Leased Premises occasioned in whole or in part by any gross negligence or intentional misconduct of the Landlord or any employee, contractor, servant or agent of Landlord as well as any loss or damage resulting by reason of any breach, violation or non-performance of any covenant in this Lease upon Landlord's part to be observed or performed.

Subject to the preceding paragraph, Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any tenant or other occupant of the Building or by any owner or occupant of adjoining or contiguous property.

14. TAXES. Landlord shall pay when due all real estate taxes and assessments of any kind or nature which are now or may hereafter be imposed upon the demised premises; and the Tenant shall pay when due all taxes and assessments of any kind or nature imposed or assessed upon fixtures, equipment, merchandise or other property installed in or brought onto the demised premises by or for Tenant.

15. INSURANCE AND INSURANCE RATES.

A. Insurance.

Throughout the Term of this Lease, Tenant at its sole cost and expense shall keep or cause to be kept for the mutual benefit of Landlord and Tenant, public liability and property damage insurance with combined single limit coverage of at least TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) (with appropriate cross-liability endorsements so showing), which policies insure against all liability of Tenant, Tenant's authorized representatives, and anyone for whom Tenant is responsible, arising out of and in connection with Tenant's use of the Premises or the Building, and which shall insure Tenant's performance of the indemnity provisions contained herein. Tenant shall also insure its personal property and fixtures located in the Premises and any improvements made by Tenant for their full reasonable insurable value, and Tenant shall neither have, nor make, any claim against Landlord for any loss or damage to the same, regardless of the cause thereof.

Anything in this Lease to the contrary notwithstanding, Landlord hereby releases and waives unto Tenant, its successors and assigns, and Tenant hereby releases and waives unto Landlord, its successors and assigns, all rights to claim damages for any injury, loss, cost or damage to persons or to the Premises or Building or any other casualty, as long as the amount of which injury, loss, cost or damage has been paid either to Landlord, Tenant, or any other person, firm or corporation, under the terms of any fire, extended coverage, public liability or other policy of insurance, to the extent such releases or waivers are permitted under applicable law. All policies of insurance carried or maintained pursuant to this Lease shall contain, or be endorsed to contain, a provision whereby the insurer waives all rights of subrogation against either Tenant or Landlord.

Tenant assumes all risk of damage or loss to its property or injury or death to persons in, on, or about the Premises, from all causes except those for which the law imposes liability on Landlord regardless of any attempted waiver thereof, and Tenant hereby waives such claims in respect thereof against Landlord. The provisions of this paragraph shall survive the termination of this Lease.

Landlord shall keep the Building insured against damage and destruction by fire, earthquake, vandalism, and other perils in the amount of the full replacement cost of the Building, as the value may exist from time to time.

Tenant shall keep its personal property and trade fixtures in the Premises and Building insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and fixtures. Tenant shall also keep any non-Building-standard improvements made to the Premises at Tenant's request insured to the same degree as Tenant's personal property. Tenant shall maintain rent or business interruption insurance for period and in amounts satisfactory to the Landlord.

In the event of Tenant's failure, in whole or in part, at any time during the Term hereof, to obtain insurance required to be carried by Tenant under the provisions hereof or to provide such evidence hereof in timely fashion, Landlord shall have the right (but

shall not be obligated) to procure such insurance and Tenant shall pay to Landlord the costs and expenses thereof. Tenant hereby waives any claim or right or action which it may have against Landlord for any loss or damage covered by such insurance.

B. Waiver of Subrogation. Notwithstanding anything contained in this Lease to the contrary, Landlord and Tenant each hereby waive any and all rights of recovery against the other party, directly or by way of subrogation or otherwise, and against officers, partners, directors, employees, agents, and representatives of the other party, for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant; provided, however, that this release shall be applied and in force and effect, only to the extent that such release shall be lawful at the time and in the event that such release shall not adversely affect or impair said policies or prejudice the right of the waiving party to recover thereunder and then only to the extent of the insurance proceeds payable under such policies.

C. Risks. Tenant and Landlord shall not do or cause to be done, or permit on the Leased Premises or in the Building, anything deemed to increase the hazard of damage or destruction by fire or other cause; and except a for Permitted Use, Tenant shall not use the Leased Premises, or the Building, in any manner which will cause an increase in the premium rate for any insurance in effect on the Building or a part thereof. If, because of anything done, caused to be done, permitted or omitted by Tenant or its agents, servants or employees, the premium rate for any kind of insurance in effect on the Building or any part thereof shall be raised, Landlord shall give Tenant thirty (30) days notice to cure, if Tenant does not cure within such period, Tenant shall pay Landlord on demand the amount of any such increase in premium which Landlord shall pay for such insurance due solely to Tenant's actions.

16. FIRE OR OTHER CASUALTY.

A. Standards for Termination.

In the event the Premises are damaged by any peril covered by standard policies of fire and extended coverage insurance, the damage shall, except as hereinafter provided, promptly be repaired by Landlord, at Landlord's expense but, that in no event shall Landlord be required to repair or replace Tenant's stock-in-trade, trade fixtures, furniture, furnishings, equipment or personal property, which shall be the obligation of Tenant to replace to at least equal condition immediately prior to such damage. In the event (a) the Premises are damaged to the extent of seventy-five percent (75.00%) or more of the cost of replacement of the Premises, Landlord may elect either to repair or rebuild the Premises or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the event causing the damage. Notwithstanding the foregoing, in the event that the Premises is damaged and the cost of replacement is less than seventy-five percent (75.00%) of the cost of replacement of the Premises, Landlord shall nevertheless be required to restore the Premises provided that Tenant advises Landlord of its intent to exercise the subsequent Option Term within thirty (30) days following the occurrence of the damage to the Premises. If the casualty, repairing, or rebuilding shall render the Premises untenantable, in whole or in

part, a proportionate abatement of the Rent shall be allowed until the date Landlord completes the repairs or rebuilding. If the casualty, repairing, or rebuilding shall render more than fifty percent (50.00%) of the Premises untenantable for more than one hundred twenty (120) days, Tenant shall have the option, in its sole discretion, to terminate this Lease by giving Landlord written notice of such termination. If there is a casualty in the Building, but there is no damage to the Premises such that Tenant cannot recover under Tenant's casualty and business loss insurance, Landlord may not terminate the Lease unless Landlord pays Tenant's relocation expenses and reimburses Tenant for the cost of fitting out the new space comparably to the Premises.

In the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Leased Premises, Building or Land requires that any insurance proceeds be paid to it, and the payment of such insurance proceeds reasonably deprives Landlord of the funds necessary to restore or rebuild the Building or the Leased Premises, then subject to the Landlord's obligation to Landlord's obligations to relocate Tenant and pay for Tenant's costs to fit out its new space if Tenant cannot collect insurance proceeds, Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such person, whereupon this Lease shall end on the date of such damage as if the date of such damage were the date originally fixed in this Lease for the expiration of the term.

In the event of any damage or destruction to the Building or the Leased Premises by any peril covered by the provisions of this Section 16, Tenant shall, upon notice from Landlord, remove forthwith at its sole cost and expense, all or such portion of the property belonging to the Tenant or its licensees from all of the Building, the Leased Premises, or such portion as Landlord shall request.

17. **EMINENT DOMAIN.** If more than twenty-five percent (25.00%) of the floor area of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, then either party hereto shall have the right to terminate this Lease effective on the date physical possession is taken by the condemning authority or private purchaser. If less than twenty-five percent (25.00%) of the floor area of the Leased Premises is taken for any public or quasi-public use in said manner, this Lease shall not terminate. However, in the event any portion of the Leased Premises is taken and this Lease is not terminated, the rental specified herein shall be reduced during the unexpired term of this Lease in proportion to the area of the Leased Premises so taken and the reduction shall be effective on the date physical possession is taken by the condemning authority or private purchaser. Any election to terminate this Lease following condemnation shall be evidenced only by written notice of termination delivered to the other party not later than fifteen (15) days after the date on which physical possession is taken by the condemning authority or private purchaser and shall be deemed effective as of the date of said taking. If, however, this Lease is not terminated following a partial condemnation, Landlord shall promptly make all necessary repairs or alterations to the Building and Leased Premises which are required to make the Building usable by Tenant subsequent to such taking.

All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) whether for the whole or part of the Leased Premises, shall be the property of the Landlord whether such award is compensation for damages to Landlord's or Tenant's interest, provided Landlord shall have no interest in any award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property within the Leased Premises, relocation expenses or other losses to which Tenant is entitled by law if a separate award for such items is made to Tenant.

18. REPAIRS AND MAINTENANCE.

A. Repairs and Maintenance by Landlord. Landlord will maintain, repair and keep in a state of good condition the roof, exterior walls, structural columns, roof penetrations and structural floors which collectively enclose the Building but excepting any work done by Tenant, and all doors, door frames, storefronts, windows and glass; provided, however, that if any such repair is required by reason of Tenant's negligence or the negligence of any of its agents, employees or customers, or other persons using the Building with Tenant's consent, express or implied, Tenant shall be solely responsible for the repair and Landlord shall not be liable to Tenant, except as expressly provided in this Lease, for any damage or inconvenience resulting therefrom. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach or Tenant's agents, employees, invitees, assignees, or customers breach of the provisions of this Section 18.

B. Repairs and Maintenance by Tenant. To the limits of liability set forth in this Section and in accordance with the scopes of responsibility and other limitations of Section 18.A. above and otherwise herein, Tenant shall at its sole cost and expense maintain in good order and repair the Lease Premises and the Building, and all interior and exterior elements of the Building and/or Lease Premises, including all interior mechanical, plumbing, electrical, and HVAC systems. In addition to the above and any other provisions in this Lease which obligation Tenant to perform maintenance, repair and replacement duties relative to the Lease Premises and/or Building Tenant shall have the following maintenance repair and replacement responsibilities:

(1) Tenant shall supply its own janitorial services, remove any and all waste and rubbish produced by Tenant in the course of its operations on the Leased Premises, and keep the Leased Premises in a clean, sanitary, orderly and safe condition to the reasonable satisfaction of Landlord and in accordance with any rules or regulations from time to time in effect during the Lease Terms, Tenant shall care for the grounds around the Building and Lease Premises, including the mowing of grass, care of shrubs and landscaping and shall not commit or allow waste to be committed on any portion of the Lease Premises.

(2) Tenant shall keep the interior of the Premises in good repair, heating, ventilating, air conditioning ("**HVAC**") and other mechanical installations and shall maintain and repair all doors (exterior and interior) and all plate glass and window glass,

effecting all such repairs and replacements at its own expense and employing materials and labor of a kind and quality equal to the original installations. If Tenant fails to replace or repair equipment or other installations in or about the Premises as above provided, then immediately after advising Tenant in writing as to the necessity therefor, Landlord may accomplish the required work and add the cost thereof to the next due rental installment(s), but Tenant shall not be liable to the Landlord for any failure to fulfill the obligations of this Section 17 until such time as the Tenant shall be notified, as aforesaid, in writing of the requirements therefor. Tenant, at its sole cost and expense, agrees to keep in force a standard maintenance agreement on all HVAC equipment and to provide a copy of such maintenance agreement to Landlord. The agreement shall require a semiannual inspection of such equipment and the ducts within any such system and Tenant will furnish Landlord with semiannual certifications by the inspection company that such equipment is in good repair. Any repairs or replacement required to be made to such HVAC equipment shall be done or made only by such persons or corporations as have been approved in advance by Landlord. Tenant shall also be responsible for the installation and maintenance of all applicable fire extinguishers, life safety equipment and related equipment required by applicable law and for the periodic maintenance and servicing of same consistent with applicable laws, regulations and manufacturer's recommendations.

(3) Tenant shall, at Tenant's own cost and expense, except for casualty for which Landlord has insurance coverage, repair or replace any damage done to the Common Areas, the Building, or any part thereof (including the Lease Premises and any exterior doors and windows) caused by caused by Tenant or Tenant's agents, employees, invitees, or visitors, and such repairs shall restore the damaged area to as good of a condition as existed prior to such damage and shall be effected in compliance with all applicable laws; provided, however, that if, within a reasonable period following written notice from Landlord of the need for such repairs or replacements, Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make the repairs or replacements, and Tenant shall pay the cost thereof to Landlord on demand as Additional Rent.

19. QUIET ENJOYMENT. Landlord agrees that Tenant, on paying the Rent and performing all the terms and conditions of this Lease, shall quietly have, hold and enjoy the Leased Premises for the term aforesaid.

20. SIGNAGE; BRANDING. Subject to any local zoning or building ordinances, Tenant shall be allowed to mount a sign on the Lease Premises near the entrance of the Building and/or on the Lease Premises at Tenant's expense subject to

prior consent and approval of the Landlord which shall not be unreasonably withheld. Landlord must approve the size, appearance and location of all signage, which approval will not be unreasonably withheld, conditioned or delayed.

21. INTEREST. Any payment due from Tenant to Landlord, except for Base Rent received when the same is due, shall bear interest from such date due until paid, at an annual rate of ten percent (10.00%); provided, however, in no event shall the interest rate exceed the maximum rate of interest proscribed by law. Payment of such interest shall not excuse or cure any default by Tenant. In addition, Tenant shall pay all costs and attorneys' fees incurred by Landlord in collection of such amounts.

22. FINANCING PROVISIONS.

A. Subordination, Attornment and Non-Disturbance. This Lease shall be subject and subordinate to the lien of any mortgages or deeds of trust (including all advances thereunder, renewals, replacements, modifications, supplements, consolidations, and extensions thereof) in any amount or amounts whatsoever now or hereafter placed on or against or affecting the Building or any part thereof, or Landlord's interest or estate therein, without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. Tenant shall, upon request by Landlord, execute a document which confirms all or any of its rights under this Lease is subject and subordinate to any and all mortgages and deeds of trust now existing or hereafter placed on the Building; provided, however, that Tenant's obligation to enter into any such subordination agreement shall be conditioned upon the receipt by Tenant of a non-disturbance agreement in form and content reasonably acceptable to Tenant which provides that Tenant will not be disturbed in the use or enjoyment of the Leased Premises so long as it is not in default hereunder. Tenant agrees that, provided Landlord or its successor or assign is not in default hereunder, this Lease shall remain in full force and effect notwithstanding any default or foreclosure under any such mortgage or deed of trust and that, subject to receipt of a non-disturbance agreement reasonably acceptable to it, it will attorn to the mortgagee, trustee or beneficiary of such mortgage or deed of trust, and the successor or assign of any of them, and to the purchaser or assignee under any foreclosure. Tenant will, upon request by Landlord, execute and deliver to Landlord, or to any other person designated by Landlord, any instrument or instruments, including but not limited to such subordination, attornment and nondisturbance agreements as may be required by the beneficiary in any deed of trust on the Building to give effect to the provisions of this section and shall execute and deliver to Landlord such amendments to this Lease as may be required by a proposed beneficiary in a deed of trust on the Building; except any amendment of the provisions of this Lease relating to the amount of rent, the purposes for which the Leased Premises may be used, the size and location of the Leased Premises, the duration of the term, the Commencement Date, or the improvements to be made by Landlord to the Leased Premises prior to the delivery of possession or any other modification which materially decreases Tenant's rights or increases Tenant's obligations hereunder. In no event shall this Lease, or any of Landlord's rights and remedies hereunder, be subject or subordinate to any Lien, chattel mortgage or other encumbrance against Tenant's interest in the leasehold created by this Lease or encumbering any property of Tenant located in or about the Leased Premises, it being

expressly understood and agreed that nothing contained in this Lease shall expressly or implicitly obligate Landlord to subordinate or waive any of Landlord's rights under this Lease or under the laws of the jurisdiction in which the Building is located.

B. Landlord's Financing. If Landlord's mortgagee or lender requires modification of this Lease, Tenant agrees to execute and deliver to Landlord the agreements required by Landlord's mortgagee or lender to effect such lease modifications, except any modification of the provisions of this Lease relating to the amount of rent, the purposes for which the Leased Premises may be used, the size and location of the Leased Premises, the duration of the term, the Commencement Date, or the improvements to be made by Landlord to the Leased Premises prior to the delivery of possession or any other modification which decreases Tenant's rights or increases Tenant's obligations hereunder. Any such modifications must be approved by Tenant's attorney, consent or approval of such modifications shall not be unreasonably delayed, conditioned or denied. Landlord shall pay Tenant's attorney review fees in an amount not to exceed one thousand ($1,000.00) dollars. Subject to the foregoing, in the event Tenant fails or refuses to execute and deliver such modification within thirty (30) days after such request is made by Landlord, such failure or refusal shall be deemed a default and breach of this Lease by Tenant, and Landlord shall have the right to exercise the remedies set forth herein.

C. Estoppel Certificate. Tenant shall, from time to time upon request of Landlord, execute and deliver to Landlord certificates of estoppel stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified and stating the modifications. Such certificates shall also state the amount of Rent then in effect, the dates to which such Rent has been paid, the amount of any security deposit, if one has been paid, any default in Landlord's performance claimed by Tenant, and any other matters which a mortgagee or purchaser requesting the estoppel reasonably requires.

23. SPECIFIC PERFORMANCE. With respect to any provision of this Lease which provides, in effect, that Landlord shall not unreasonably withhold or unreasonably delay any consent or any approval, Tenant, in no event, shall be entitled to make, nor shall Tenant make, any claim for, and Tenant hereby waives any claim for money damages; nor shall Tenant claim any money damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval; but Tenant's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performance, or injunction or declaratory judgment.

24. WAIVER. The failure of Landlord or Tenant to insist in anyone or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision, agreement or option. A receipt and acceptance by Landlord of rent or any other payment, or the acceptance of performance of anything required by this Lease to be performed, with knowledge of the breach of any term, covenant, condition, provision or agreement of this Lease, shall not be deemed a waiver of such breach, nor

shall any such acceptance of rent in a lesser amount than is herein provided for (regardless of any endorsement on any check, or any statement in any letter accompanying any payment of rent) operate or be construed either as an accord and satisfaction or in any manner other than as a payment on account of the earliest rent then unpaid by Tenant, and no waiver by Landlord or Tenant of any term, covenant, condition, provision or agreement of this Lease shall be deemed to have been made unless expressed in writing and signed by the party to be charged.

25. WITHHOLDING OF LANDLORD'S CONSENT. Where Tenant is required to obtain the consent of Landlord to do any act, or to refrain from the performance of any act, Tenant agrees that if Tenant is in default with respect to any material term, condition, covenant or provision of this Lease, then Landlord shall be deemed to have acted reasonably in withholding its consent if said consent is, in fact, withheld.

26. LIABILITY OF LANDLORD. Tenant agrees that it shall look solely to the estate and property of Landlord in the Lease Premises and the Rents and profits from the Lease Premises for collection of any judgment or other remedies available to Tenant which require the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions to be observed or performed, or both, by Landlord in accordance with the terms of this Lease. If the Landlord shall be more than one person or entity, the obligations of the Landlord arising out of any default or breach by Landlord shall be joint and several. No other property or assets of Landlord shall be subject to levy, execution or other procedure for the satisfaction of Tenant's remedies. Nothing in this section shall be construed as a bar to any injunctive remedy available to the Tenant.

27. FORCE MAJEURE. Neither party shall be required to perform any covenant or obligation in this Lease, or be liable in damages to the other party, so long as the performance or nonperformance of the covenant or obligation is delayed, caused or prevented by an act of God, by force majeure or by the other party ("force majeure") provided however, that the foregoing shall not apply to or excuse the payment of Rent or any other sum of money owing under this Lease. An "act of God" or "force majeure" is defined for purposes of this Lease as strikes, lockouts, sitdowns, material or labor restrictions by any governmental authority, unusual transportation delays, riots, terrorism, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections, and/or any other cause not reasonably within the control of Landlord or Tenant, as the case may be, or which by the exercise of due diligence Landlord or Tenant, as the case may be, is unable wholly or in part, to prevent or overcome.

28. ATTORNEYS' FEES. In the event any action or proceeding is brought by Landlord to enforce Tenant's obligations under this Lease, or by Tenant to enforce Landlord's obligations under this Lease, the Landlord or Tenant, as the case may be, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses in such action or proceeding, including without limitation the costs of any discovery, mediation, arbitration and appeal. Tenant and Landlord shall also indemnify, protect,

defend and hold each other harmless from all actual, out-of-pocket costs, expenses, demands and liability Tenant or Landlord, as the case may be, may incur if either becomes, or is made a party to, any claim or action (a) instituted by the other party against any third party, or by any third party against the other party, or by or against any person holding any interest under or using the Leased Premises by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material allegedly furnished to or for Tenant or Landlord or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or Landlord or such other person; or (d) necessary to protect Landlord's or Tenant's interest under this Lease or the Leased Premises in a bankruptcy proceeding or other proceeding. Tenant or Landlord, as the case may be, shall defend the other against any such claim or action at their own expense with counsel reasonably acceptable to the other or, at the party's election, Tenant or Landlord shall reimburse the other for all legal fees or actual, out-of-pocket costs Tenant or Landlord reasonably incurs in any such claim or action. Wherever in this Lease the reference to attorneys' fees or attorneys' costs shall occur, the same may include fees billed by law clerks, paralegals and other persons not admitted to the Bar but employed by, and performing services under, the supervision of an attorney. The provisions of this section shall survive the expiration or earlier termination of this Lease.

29. SUBORDINATION TO MATTERS OF RECORD. This Lease and all rights hereunder are subject and subordinate to all use restrictions and matters of record affecting the Premises from time to time. Tenant shall at all times comply with the terms of any use restrictions, Declarations and other matters of record.

30. ABANDONMENT. If Tenant shall abandon the Lease Premises or be disposed by process of law, any personal property belonging to Tenant and left of the Premises, at the option of the Landlord, shall be deemed abandoned and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing the same and restoring the Lease Premises.

31. MISCELLANEOUS TERMS.

A. Notices. Any notice required or permitted under this Agreement shall be in writing and delivered either (i) personally, (ii) via email followed by United States Mail, postage prepaid; (iii) via certified mail with return receipt requested; (iv) by FedEx, UPS or other nationally recognized, overnight courier; or, (v) upon confirmed receipt by telecopy. All notices given as provided for herein, other than by way of certified mail, shall be deemed effective upon personal delivery, the next business day after delivery to the overnight courier service or upon being emailed to the email address specified, as applicable. Notice given by way of certified mail shall be deemed effective upon receipt by the addressee. Any notice sent by email, overnight courier, telecopy or personal delivery and delivered after 5:00 P.M. eastern standard time shall be deemed received on the next business day. The addresses for notices are as follows; however, either party may, by written notice, change its address for the purpose of future notices:

(a) If to Tenant, to:

Pender County
Attn: Randell Woodruff, County Manager
805 S. Walker Street
Burgaw, NC 28425
Email: cmcewen@pendercountync.gov

(b) If to Landlord, to: Burgaw Now, LLC
Attn: Richard Johnson
7601 Masonboro Sound Road
Wilmington, NC 28409
Email: richard@cajo.com

(c) With a copy, to: Yow, Fox & Mannen, LLP
P.O. Box 479
Wilmington, North Carolina 28402
Attn: Jerry A. Mannen, Jr., Esq.
Email: jmannen@yfmlaw.com

Either party may change the address to which money due or notices shall be sent by giving the other party written notice of such change of address.

B. Heirs and Assigns. The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective successors, heirs, legal representatives and assigns. It is understood and agreed, however, that the term "Landlord," as used in this Lease, means only the owner of the Leased Premises from time to time, so that in the event of any sale or sales of said property or of any lease thereof, the Landlord named herein shall be and hereby is entirely freed and relieved of all subsequent covenants and obligations of Landlord hereunder.

C. Integration and Binding Effect. The entire agreement, intent and understanding between Landlord and Tenant is contained in the provisions of this Lease; and any stipulations, representations, promises or agreements, written or oral, made prior to or contemporaneously with this Lease shall have no legal or equitable effect unless reduced to writing herein. This Lease shall be governed by and construed pursuant to the laws of the State of North Carolina.

D. Additional Instruments. The parties agree to execute and deliver any instruments in writing which are both reasonable and necessary to carry out any agreement, terms, condition or assurance in this Lease whenever occasion shall arise and reasonable request for such instrument shall be made.

E. Memorandum of Lease. Contemporaneously with the execution of this Lease, or at any time or from time-to-time hereafter, at the request of either Landlord or Tenant, the parties will execute a memorandum of lease in recordable form and either party may record such memorandum in the office of the Register of Deeds for New

Hanover County, North Carolina at the requesting party's expense.

F. **Counterparts; Exhibits**. This Lease may be executed in counterparts, all of which taken together, shall be deemed one original. All exhibits referred to in this Lease are attached hereto and incorporated herein by reference.

G. **Amendment and Modification.** This Lease embodies the full agreement of the parties and supersedes any and all prior understandings or commitments concerning the subject matter of this Lease. Any modification or amendment must be in writing and signed by both parties.

H. **Time of Essence**. Time is of the essence in the performance of the provisions of this Lease.

I. **Commissions**. Landlord and Tenant represent and warrant that they have had no discussions, negotiations and/or other dealings with any real estate broker or agent in connection with this Lease. Neither Landlord nor Tenant knows of any real estate broker or agent who is or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any claim, demand, action, proceeding, suit, liability, loss, judgment, expense (including attorneys' fees) and damages with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

J. **Authority of Parties**. Each party warrants that it is authorized to enter into this Lease, that the person signing on its behalf is duly authorized to execute the Lease, and that no other signatures are necessary.

K. **Severability**. If a court of competent jurisdiction holds any provision of this Lease to be contrary to law or void as against public policy or otherwise, such provision shall either be modified to conform to law or be considered severable, with the remaining provisions continuing in full force and effect.

L. **Captions**. All captions and headings referred to in this Lease are for convenience only and should not be used to interpret the meaning of any Lease provisions. When the masculine, feminine or neutral form of a word appears in this Lease, that word should be construed to include men, women and other entities to which it applies.

M. **Business Days**. Any reference to "business days" herein shall mean any day which is not a Saturday or Sunday or a "normal business holiday." Any reference to "normal business holidays" shall be all holidays designated by the Federal government (or if any such holiday falls on a weekend day, the applicable normal business holiday, for purposes of this definition, shall be the weekday designated by Tenant).

N. **Execution of Lease by Landlord.** The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or

option for, the Leased Premises and this document becomes effective and binding only upon the execution and delivery hereof by Landlord and by Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord or Landlord's agent, or their successors, and Tenant, and no act or omission of any employee or other agent of Landlord shall alter, change or modify any of the provisions hereof.

O. Pre-Audit Requirement. This Lease is subject to pre-audit in the manner required by the Local Government Budget and Fiscal Control Act

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first written above.

LANDLORD:
Burgaw Now, LLC

Name: Richard Johnson
Title: Member/Manager

TENANT:
Pender County, a North Carolina Government agency

Name: Chad McEwen
Title: County Manager

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

Margaret C. Blue
Name: Margaret C. Blue
Title: Finance Director

[Notary Attestation Follows]

EXHIBIT "A"
The Land

Tract One: BEGINNING at a stone in the western line of Wright Street, said stone being 70 feet northward from the intersection of the western line of Wright Street with the northern line of Freemont Street, the northeast corner of the former Bank of Pender lot, running thence South 73-30 West 25 feet with the line of the Bank of Pender to a stake, the northwest corner of the Bank of Pender lot, thence South 16-30 East 70 feet with the line of the Bank of Pender to the northern line of Freemont Street, and thence South 73-30 West 56.5 feet to the corner of the store lot owned (now or formerly) by the children of Mrs. Mattie Turner, deceased, said point being the BEGINNING, and running thence North 16-30 West 71.35 feet, thence North 73-30 E 26.5 feet, thence South 16-30 East 71.35 feet to the northern line of Freemont Street, and thence South 73-30 West 26.5 feet with the northern line of Freemont Street to the BEGINNING.

Tract Two: BEGINNING at a point that is located the following courses and distance from the intersection of the northern right-of-way line of Freemont Street with the western right-of-way line of Wright Street, South 73-30 West 54.5 feet and North 16-30 West 71.35 feet to the BEGINNING, and running thence, (1) South 73-30 West 26.5 feet to a spike on the outside edge of a masonry wall, thence (2) North 16-30 West 6.75 feet with the Charles T. Pullen line, thence (3) North 73-30 East 26.5 feet, and thence (4) South 16-30 East 6.75 feet to the BEGINNING.

TOGETHER WITH and easement for ingress, egress, and regress to and from the above described two tracts over that certain property located in the Town of Burgaw, Pender County, North Carolina adjacent to and west of the western right-of-way line of Wright Street described as follows:

BEGINNING at a point in the western right-of-way line of Wright Street, located North 16 degrees 30 minutes 00 seconds west 70.00 feet from the point of intersection of the northern right-of-way line of Freemont Street with the western right-of-way line of Wright Street, and running thence (1) South 73 degrees 30 minutes 00 seconds West 25.00 feet, thence (2) North 16 degrees 30 minutes 00 seconds West 1.35 feet, thence (3) South 73 degrees 30 minutes 00 seconds West 29.50 feet to a spike, thence (4) North 16 degrees 30 minutes 00 seconds West 6.75 feet, thence (5) North 73 degrees 30 minutes 00 seconds East 81 feet to the western right-of-way line of Wright Street, and thence (6) South 16 degrees 30 minutes 00 seconds East 8.10 feet with said line to the BEGINNING, as surveyed during December 1990.

SUBJECT TO an easement reserved to Karen Harding for ingress, egress, and regress to and from the property described in the deed recorded in Book 3683, at Page 289 of the Registry of Pender County, North Carolina over Tract Two above.

Being the same property obtained by Landlord in Book 4683 at Page 2685 of the Pender County Registry and being tax parcel numbers 3229-32-1899-0000 and 3229-32-1982-0000.

EXHIBIT "A1"
The Lease Premises

The first floor of the Building situated on the Land containing 1,940 square feet +/- which includes additional access through rear door.

January 6, 2023

Nancy Avery, Interim County Clerk
Pender County
805 S. Walker Street
Burgaw, NC 28425

Per Section 4 of the lease between Burgaw Now, LLC and Pender County, dated January 22, 2022 for the space at 102 W. Fremont Street, Burgaw, and in receipt of your request dated December 23, 2022, we will extend your lease terms for one more year, from February 1, 2023 through January 31, 2024.

4. TERM; RENEWAL OPTION. *The lease term shall commence on February 1, 2022. The parties hereto acknowledge that certain obligations under various paragraphs of this Lease Tenant's right to entry and occupancy upon the Effective Date, may commence prior to the February 1, 2022 Date. Provided this Lease is still in full force and effect and there is no event of default by Tenant under the Lease, Tenant shall have the right and option to renew the Lease for one (1) additional twelve (12) month term (the "Renewal Term" respectively) on the same terms and conditions set forth in this Lease. Monthly Base Rent during the Renewal Term shall be Three Thousand One Hundred and no/100 ($3,100.00) per month plus Additional Rent as defined herein. Tenant shall exercise the relevant right and option to renew the Lease Term by giving Landlord written notice thereof no less than thirty (30) days prior to the expiration of then-applicable term of the lease.*

1. *(f) Additional Rent. Additional Rent shall include those charges as designated as such in this lease. If applicable, certain sums consisting of Additional Rent shall be estimated by the Landlord and provided to Tenant on or before the date Additional Rent begins. Such amounts shall thereafter be adjusted at the end of each Lease Year per the terms of the lease.*

Sincerely,

Dawn Nicole Johnson
Operations Manager
Burgaw Now

Pender County
Resolution to Request Approval for Cape Fear Engineering to conduct USDA Environmental Assessment

TO:	BOCC
FROM:	Carolyn Moser
DATE:	January 17, 2023
SUBJECT:	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

SUMMARY:
Carry over item from January 3, 2023, meeting to change Purchase Order amount from $55,000 to $51,000 per Commissioners' request.

Pender County
Request for Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	January 2, 2023
SUBJECT:	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

SUMMARY:
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 for the future Health and Human Services Building.

No New County Dollars Requested.

RFQ Responses received from:
1. Cape Fear Engineering
2. Catlin Engineers and Scientists
3. ECS Southeast, LLP
4. S&ME

Expenditure: 100 - 404500 $35,200
900 - 404500 $19,800

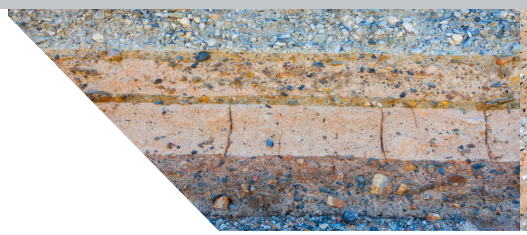
ACTION REQUESTED:
Request BOCC to approve Cape Fear Engineering to conduct USDA Environmental Assessment and Geotechnical Engineering Services and approve purchase order in the amount of $55,000.

REQUEST FOR QUALIFICATIONS (RFQ # 221025-236)

USDA Site Assessment and Geotechnical Engineering Services for the Pender County Health and Human Services Building

DECEMBER 5, 2022

PENDER COUNTY NC



CAPE FEAR ENGINEERING

PENDER COUNTY, NORTH CAROLINA
ATTN: TRISHA NEWTON

December 5, 2022

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

RE: Request for Qualifications — USDA Site Assessment and Geotechnical Engineering Services for the Pender County Health and Human Services Building

Dear Trisha Newton,

Cape Fear Engineering, Inc. (CFE) is excited to present our proposal for the Pender County Health and Human Services Building project. CFE has assembled a local team with significant qualifications, specialized experience, regulatory expertise, and a solid record of success in performing the technical services and tasks required for this project.

By selecting CFE, Pender County will benefit from our proven project management skills and efficiency in delivering quality projects on time and within budget.

CFE is an independent, properly licensed to practice engineering firm in the State of North Carolina (NC License #C-1621) and is properly registered with the Office of the Secretary of State. CFE meets and exceeds the insurance criteria for this project.

CFPUA can expect the following by teaming with CFE:

- ✓ **CAPACITY AND AVAILABILITY TO COMPLETE THE JOB ON TIME.**
  We have key staff ready to begin work on this project immediately.
- ✓ **EXCEPTIONAL LEVEL OF RESPONSE AND SERVICE.**
  CFE is local to the area with an on-site USACE accredited lab.
- ✓ **A VETERAN TEAM WITH VAST RELEVANT EXPERIENCE.**
  Pender County can trust that our team of Professional Engineers, Geologist, Scientists, and Construction Material Testing Specialists are highly qualified to perform the services needed to successfully acquire USDA funding.

We appreciate Pender County's consideration of our proposal and look forward to supporting Pender County on this important project. Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,

Matt Haley, PE
Project Manager
Vice-President, Director of Engineering

POINT OF CONTACT

Matt Haley, PE
P: 910-383-1044
F: 910-383-1045
Matt.Haley@CapeFearEngineering.com

FIRM BIO

Since 1997, Cape Fear Engineering's (CFE) priority has been to deliver exceptional geotechnical engineering, environmental consulting, civil engineering, surveying and architectural designs in our local North Carolina region. Our company philosophy and mission is to remain a small business in order to ensure that our clients receive personal attention throughout a project's life span, whether it is a small single lot survey to commercial or municipal multi-phased Design/ Build projects. Cape Fear Engineering is registered with the State of North Carolina (C-1621).

CFE has proven experience with providing geotechnical evaluations, environmental site assessments and investigations in support of our full civil engineering designs that include complete land surveying tasks, design and permitting services for water distribution systems, sanitary sewer collection systems, stormwater management systems, sedimentation and erosion control plans, and roadway projects and improvements. In addition CFE offers project management, construction administration, construction inspections, survey layouts, and land planning services.

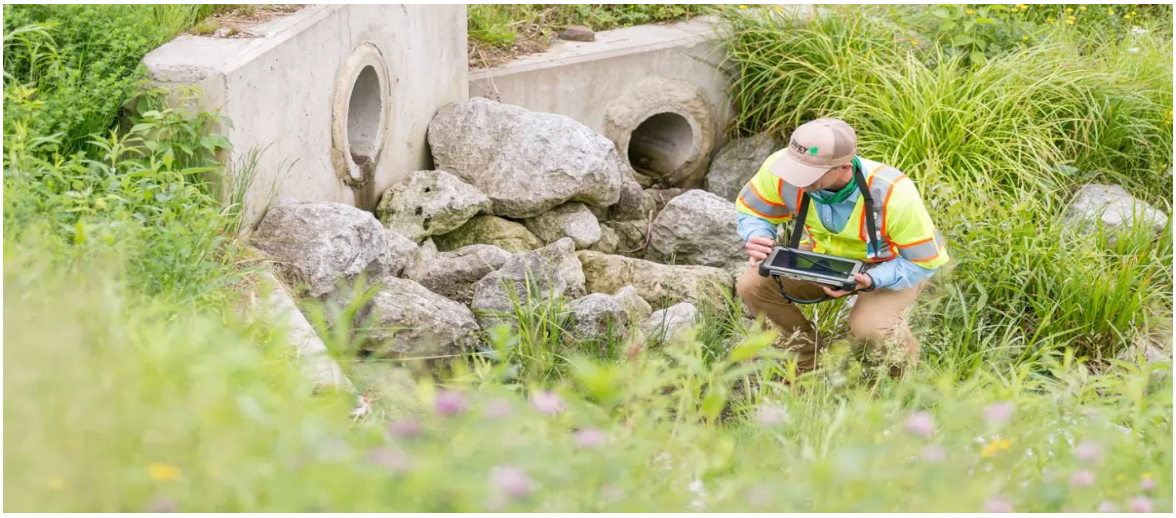
Our talented staff, comprised of Professional Engineers, Professional Geologist, Professional Land Surveyors, Registered Architects, construction inspectors, lab technicians, designers, project managers, and administrative personnel, are committed to providing reliable, high quality services. In collaboration with CFE's subconsultants, we believe that our CFE team is our strongest asset and we bring the best professionals and staff to each project with the goal of having every client become a satisfied repeat client.

SUBCONTRACTOR BIO

Davey Resource Group (DRG) provides a full range of environmental services. Previously known as Land Management Group, the firm specializes in Section 404 and coastal wetland delineation and mapping, NEPA (National Environmental Policy Act) documentation and compliance, Section 404/401 permitting, Coastal Zone Management Act permitting, natural resource inventories, soils and geological investigations, and compensatory mitigation projects throughout the Carolinas. Projects routinely involve alternatives analyses, cumulative effects analyses, resource agency and stakeholder coordination, habitat assessments and technical report writing.

The DRG interdisciplinary staff of wetland scientists, licensed soil scientists, and professional geologists allow for detailed site assessments, report documentation, and design solutions in a responsive manner to meet client project objectives and timetables. Over the years, DRG has contracted with various municipal, state, federal and private entities for USDA funding opportunities, comprehensive environmental assessments, consultations and Section 404/401 and NC CAMA permitting.

Their extensive knowledge federal grant programs and federal/state permitting requirements and their experience with regulatory staff helps to facilitate the delineation and permit review process required for a majority of public works, land development, and compensatory mitigation projects. In July 2018, Land Management Group was acquired by Davey Resource Group, Inc. (DRG) a full-service environmental firm within the Davey Tree Expert Company (founded in 1880). The combined resources of LMG and DRG allow their firm to provide more comprehensive and responsive services to their clients.



PROJECT UNDERSTANDING AND APPROACH

Cape Fear Engineering has a decades long history of successful relationship with our subconsultant, the Land Management Group, now known as The Davey Resource Group providing Environmental Services in Pender County. Our Team understands that Pender County Government is seeking qualifications from a firm to conduct a USDA Environmental Site Assessment and Geotechnical Engineering Services related to the site for the new Pender Country Health and Human Services Facility. The CFE Team has a successful history providing these services associated with the USDA Grant application process, and the Team is knowledgeable with the site parcel PIN Numbers of 3229-60-0564-0000, 3229-60-0024-0000, and 3228-59-9798-0000 adjacent to Progress Dr., Burgaw, North Carolina.

Our Team has completed numerous environmental assessments that conform to the USDA designation: E1527-13.

We understand the importance of the assessments as Pender County is seeking funding for the project through USDA.

I. ENVIRONMENTAL ASSESSMENT(EA) AND DUE DILLIGENCE

- The CFE Team will meet with County Staff for a final scoping meeting prior to completing an Environmental Assessment conforming to the USDA E1527-13 as set forth in the RFQ. CFE will complete and submit the USDA Environmental Scoping Application adhering to the Environmental Documentation Checklist provided in Exhibit A of the RFQ.
- CFE will also provide scoping documents such as: photographs of the Site, site location map, USGS topographic map, and soil survey map as requested in the application.
- A review process of the application by the USDA will take place for approximately 45 days (review process time is not guaranteed). During this time, CFE, on behalf of Pender County, will correspond with various state agencies on the proposed project to answer any questions they have regarding the environmental impacts of the project that pertain to the application.

PROJECT UNDERSTANDING AND APPROACH

II. PHASE I ENVIRONMENTAL ASSESSMENT

- CFE will conduct a Phase I Environmental Assessment in accordance with the American Society for Testing and Materials (ASTM) E-1527-13: Standard Practice for Environmental Site Assessments.
- Depending on the results of the Phase I, i.e., if it is determined that the presence of petroleum or hazardous materials may have impacted the Site in the past, a Phase II Environmental Assessment may be required.
- Based on initial Environmental Evaluation and following the submission of the USDA Grant Application the CFE Team can provide guidance to the client on remaining NEPA requirements and the potential for pursuit of the available Categorical Exclusions.

"They (CFE) are thorough, prompt, and professional and have been great to work with. They provide communications that are clear, concise and timely and have an **OUTSTANDING ABILITY TO GET THE JOB DONE ON SCHEDULE AND ON BUDGET**."

Timothy Owens | Town Manager
Town of Wrightsville Beach

PROJECT UNDERSTANDING AND APPROACH

CFE's scope of services for the geotechnical engineering portion of this project consists of:

I. GEOTECHNICAL SUBSURFACE INVESTIGATION

- Allowable soil bearing pressure assuming shallow foundations and recommended foundation system
- Recommendations for on or off site fill soils assuming a minimum of 3'-4' of fill at the building pad
- Recommendations for design of building or site retaining walls.
- Seismic site class and seismic requirements, including potential for liquefaction.
- Assuming a maximum 35' x 35' bays, estimated total column loads of 220 kips and minimum column loads of 55 kips
- Provide recommendations for 1" maximum total settlement and ½" maximum differential settlement given these column loads
- Maximum wall footing loads should be 2000 to 3000 plf.
- Minimum of 8 borings under the anticipated building footprint (4 @ 30' depth and 4 @ 60' depth)
- Minimum of 7 borings (x 10' min depth) in parking/drives
- Minimum of 2 borings (x 15' min depth) in the stormwater pond
- Pavement design recommendations based off geotechnical findings
- Determine seasonal high water table in the area next to the existing pond and in the stormwater pond

GENERAL FIRM EXPERIENCE

CFE has provided similar services stated in the Request for Qualifications, for various municipalities, agencies and other related parties including: Cape Fear Public Utility Authority, City of Wilmington, New Hanover County, Onslow County, Brunswick County, Brunswick Regional Water and Sewer, Town of Leland, Town of Belville, Duke Energy, Wrightsville Beach, Kure Beach, and other nearby municipalities and federal installations. This gives CFE optimal experience to provide the County with a seamless project execution.

PAST PERFORMANCE & RELEVANT EXPERIENCE

Bertie County Waterfront 'Tall Glass of Water Park'

Cape Fear Engineering provided the Civil Engineering, in conjunction with Vines Architecture for the Tall Glass of Water Park in Bertie County, NC. Cape Fear Engineering was engaged directly by Bertie County supplying the advanced documents in support of the County's efforts to secure grant funding. These documents were prepared for the Part F grant application and included boundary, topographic and wetland surveying, Environmental Services and Geotechnical Engineering for developing the design elements for Roadways, Stormwater Management, Photovoltaic Power, Septic Fields Parking Areas and Signage.

PROJECT DESCRIPTION:

- The Bertie County Waterfront Park project was a top priority for the Board of Commissioners for providing a public education and recreation area that included water access for all citizens.
- The Park is funded using grant funding from the NC Parks and Recreation Trust Fund.
- The site is 147 acres located at the confluence of the Chowan River and the Albemarle Sound that includes extraordinary 2200 linear feet of shoreline.
- Recreation activities include swimming, kayaking, hiking and primitive camping.
- Facilities include restrooms, showers, sheltered picnic tables.
- Educational areas include Shoreline Restoration and Archaeological Excavations of historic sites.

CLIENT REFERENCES/CONTACTS:

Robin Payne, Project Facilitator
252-588-2318 | Robin.Payne@bertie.nc.gov

Victor Vines, Principal
704-614-1297 | vvines@vinesarc.com

PAST PERFORMANCE & RELEVANT EXPERIENCE

Tracks 1 and 18 Railroad Upgrades – Contract C-1214(W)
NC State Ports Authority (NCSPA)

The Cape Fear Engineering (CFE) team provided Existing Conditions Design and Topographic Survey, Civil Engineering, Railway Design, and Overall Designer of Record and Project Management for this project for the North Carolina Port Authority in Wilmington, North Carolina. Challenges of this project included providing the forward documents needed for the coordination with multiple government entities and owner representatives in effort to secure the grant funding required.

PROJECT DESCRIPTION:

- Project was part of North Carolina Department of Transportation (NCDOT) Grant and multi-party partnership between NCDOT, NC Ports (Owner), and Wilmington Terminal Rail Road (User) and subsidiary of Genesee Wyoming Rail Road.
- Remove and replace approximately 4,000 LF of existing railroad tracks, ties, and three switches / turnouts for a very specific construction sequence consisting of four total construction phases was included in the design to maximize usable rail car storage during construction and minimize overall track outage time.

CLIENT REFERENCE/CONTACT:

Barry Addertion, PE, Project Manager
910-251-5676 | Barry.Addertion@ncports.com

PAST PERFORMANCE & RELEVANT EXPERIENCE

Onslow Water and Sewer Authority Laboratory Expansion Project

Cape Fear Engineering performed the Subsurface Investigation and provided Geotechnical Engineering guidance for a Laboratory Expansion for ONWASA in Jacksonville, NC. The new building consisted of steel framing and roof members with various exterior wall finishes and a concrete slab-on-grade. Fill operations were anticipated to range from 1 to 2 feet to establish finish floor elevation for the new addition. The maximum column and wall loads associated with the new building were expected to not exceed 50 kips and 2 to 3 kips per linear foot, respectively.

PROJECT DESCRIPTION:

- CFE delivered recommendations for suitable foundation types based on bearing pressures for the soils encountered as related to type of building proposed.
- CFE provided specifications for material suitability subgrade preparations and options for placement of fill and compaction.
- Provided a detailed summary of the observed subsurface soil and groundwater conditions.
- CFE provided guidance for pavement designs.
- Design preparation assistance was provided for other Construction Considerations.

CLIENT REFERENCE/CONTACT:

Scott McConnell, RA, Project Manager
919-781-8582 | smcconnell@smithsinnett.com

PAST PERFORMANCE & RELEVANT EXPERIENCE

Onslow County Animal Services Renovation and Addition

Cape Fear Engineering performed the Subsurface Investigation and provided the Geotechnical Engineering for the project consisting of a renovation to an existing 7500 square foot building and construction of a new 6700 square foot pre-engineered metal building with an aluminum connection canopy. The work also included access drives, parking lot, sidewalks, curb and gutter, underground utilities, and other infrastructure components. The maximum column and wall loads associated with the new building are not expected to exceed 50 kips and 2 to 3 kips per linear foot, respectively. Fill operations are anticipated to range from 3 to 4 feet to establish finish floor elevation for the new addition.

PROJECT DESCRIPTION:

- CFE delivered recommendations for suitable foundation types based on bearing pressures for the soils encountered as related to type of building proposed.
- CFE provided specifications for material suitability subgrade preparations and options for placement of fill and compaction.
- Provided a detailed summary of the observed subsurface soil and groundwater conditions.
- CFE provided guidance for pavement designs.
- Design preparation assistance was provided for other Construction Considerations.

CLIENT REFERENCE/CONTACT:

Scott McConnell, RA, Project Manager
919-781-8582 | smcconnell@smithsinnett.com

PAST PERFORMANCE & RELEVANT EXPERIENCE

Pender County Central Water & Sewer District Water System Expansion

On behalf of Pender County Utilities, Davey Resource Group (formerly LMG) performed environmental services related to the water system expansion of the Central Water & Sewer District (CWSD). Staff delineated 404 wetlands, streams, and public trust waters within the CWSD corridor (totaling 41 miles). Staff prepared data forms and site maps documenting our findings and met the US Army Corps of Engineers (USACE) & NC Division of Coastal Management (DCM) representatives on site to review the wetland and waters lines. Both agencies subsequently approved the delineation. Because of requested funding from the US Department of Agriculture Rural Development, DRG staff worked with the project engineers to prepare Environmental Assessment document for the district. This report was submitted to the USDA and a Finding of No Significant Impact (FONSI) was issued. DRG then applied for and obtained a Nationwide 12 Permit, 401 Water Quality Certification, and CAMA General Permit from the regulatory agencies for temporary wetland impacts associated with the water line installation.

CLIENT REFERENCE/CONTACT:

Ray Cox, Project Manager - Highfill Infrastructure Engineering
910-233-8095 | rcox@hiepc.com

PAST PERFORMANCE & RELEVANT EXPERIENCE

Pender County Moore's Creek Water & Sewer District Water System Expansion

DRG (formerly LMG) performed a wetland delineation within the Moore's Creek District Water System corridor (totaling 29 miles) and obtained approval of the delineation from the USACE and DCM. In coordination with the project engineer, staff prepared an Environmental Assessment for the project. This report was submitted to the USDA and a Finding of No Significant Impact (FONSI) was issued. DRG then applied for and obtained a Nationwide 12 Permit, 401 Water Quality Certification, and CAMA General Permit from the regulatory agencies for temporary wetland impacts associated with the project.

CLIENT REFERENCE/CONTACT:

Ray Cox, Project Manager - Highfill Infrastructure Engineering
910-233-8095 | rcox@hiepc.com

QUALIFICATIONS OF PERSONNEL

ORGANIZATIONAL CHART

PENDER COUNTY NC

Drew Daymond
Professional Geologist
CFE

Glenn Hohmeier, PE
Geotechnical Engineer
CFE

Michael Raup, PE
Geotechnical Support
CFE

Pete Worth
Construction Materials Testing
CFE

Kimberlee Williams
Environmental Scientist
DRG

Corey Novak
Professional Wetland Scientist
DRG

(3) Professional Engineers	(7) Design Technicians
(4) Professional Land Surveyors	(12) Survey Technicians
(2) Registered Architect	(2) Inspectors
(6) Engineering Interns	(2) Project Managers
(10) Geotechnical Technicians	(5) Administrative Staff

RESUMES OF PERSONNEL

YEARS OF EXPERIENCE

5

ACTIVE REGISTRATIONS

Professional Geologist
NC #2796
TN # 6077

EDUCATION

MS, Geology, Auburn University, Auburn, AL

PROFESSIONAL AFFILIATIONS

OSHA 40-hour HASWOPER; Hazardous Waste Management and Shipping for Environmental Professionals; CSX/Norfolk Southern Roadway Worker Training; Canadian National FRA 214 Railroad Workplace Safety

DREW DAYMOND

PROFESSIONAL GEOLOGIST

Drew joined Cape Fear Engineering in May 2022 after moving to North Carolina from Nashville, TN. Prior to stating his professional career in Nashville, Drew graduated from Auburn University with a Bachelors and Masters of Science in Geology. With five years of environmental consulting experience, Drew has helped clients all over the country with Phase I and Phase II Environmental Site Assessments, Indoor Air Quality Assessments, Soil and Groundwater Site Characterization and Remediation, Groundwater and Surface Water Monitoring, Underground Storage Tanks (USTs) closures and assessments, Hydrogeologic Investigations, Geophysical Studies, and Waste Characteristic and Disposal.

RELEVANT EXPERIENCE

PHASE I ENVIRONMENTAL ASSESSMENT, GOODLETTSVILLE, TN | 2021

Identify potential environmental risks to a former gasoline service center and current auto service center prior to the closure of a real estate transaction such as current or historic operations that are known or suspected to have used hazardous substances or petroleum products during operations. Tasks included site visit to property for field observations, a review of federal land state databases, review of historical records, and interviews with former and present property owners and adjacent property owners, and report preparation.

PHASE II ENVIRONMENTAL ASSESSMENT, LAVERGNE, TN | 2021

Identify potential environmental risks that were identified in a Phase I ESA. Advanced several soil borings in various locations which were subsequently logged characterized and sampled. Also installed temporary monitoring wells for groundwater sampling to better characterize shallow aquifer impact.

SUBSURFACE INVESTIGATION, VALDOSTA, GA | 2021

Lead project geologist on a hydrogeological investigation performed at an active Class I Landfill in Nashville, Tennessee. Tasks included designing and implementing investigation work plan, directing drilling activities, interpretation of subsurface conditions, and author of hydrogeological report. Work was directly involved with Tennessee Department of Solid Waste Management (TDSWM).

RESUMES OF PERSONNEL

YEARS OF EXPERIENCE

32

ACTIVE REGISTRATIONS

Professional Engineer
NC #33529
VA #36735
FL #52663

Certified General Contractor
FL #CGC024677

EDUCATION

BS, , Construction Engineering, Florida International University, Florida

PROFESSIONAL AFFILIATIONS

Society of American Military Engineers (Coastal Carolina Post, Cape Fear Post, & Fort Bragg Post)

GLENN HOHMEIER, PE

GEOTECHNICAL ENGINEER

For over 30-plus years, Glenn has been involved in all aspects of material testing, design recommendations and reviews geotechnical investigations, existing conditions assessments, and soil analysis.

Glenn has been instrumental in a wide range of projects from initial conception including earthwork stabilization, foundation and pavement design, and materials testing, to lay out of job budgets and schedules, technical review and quality assurance for a wide variety of construction materials testing and geotechnical engineering projects.

RELEVANT EXPERIENCE

CONSOLIDATED HUMAN SERVICES BUILDING | JACKSONVILLE, NC | 2019

The project included a multi-story office building within the City of Jacksonville. Provided construction materials testing and special inspection services, including earthwork, deep foundations, foundation reinforcement, concrete, CMU reinforcement, mortar and grout, structural steel welding, high-strength bolting and steel frame, and seismic analysis for mechanical and electrical component installation.

ONSLOW COUNTY ANIMAL SHELTER | JACKSONVILLE, NC | 2020

A single story addition to the existing animal shelter within the City of Jacksonville. Performed Subsurface Investigation and full Geotechnical Engineering for the design team as well as construction materials testing services, including earthwork and shallow foundation inspections, concrete and CMU mortar and grout inspections.

ONWASA LABORATORY EXPANSION

A single story building to expand testing laboratory for the Onslow Water and Sewer Authority. Performed Subsurface Investigation and full Geotechnical Engineering for the design team as well as construction materials testing services, including earthwork and shallow foundation inspections, concrete and CMU mortar and grout inspections.

MAJOR RENOVATIONS, 20 BUILDINGS, G500S, SOI QUADS | CAMP LEJEUENE, NC | 2021

Design-Build (DB) project to renovate and repair 16-Barracks and other buildings damaged by Hurricane Florence at the Camp Geiger School of Infantry. Site work included new mechanical buildings, ADA/ ABA sidewalk upgrades, drainage improvements, and utility upgrades.

RESUMES OF PERSONNEL

YEARS OF EXPERIENCE

8

ACTIVE REGISTRATIONS

Professional Engineer
NC #045271

EDUCATION

MS, MS Civil Engineering, University of Tennessee, Knoxville, TN

BS, Civil Engineering, University of Tennessee, Knoxville, TN

MICHAEL RAUP, PE

GEOTECHNICAL ENGINEER

After graduating with a Master's in Civil Engineering in 2013, Michael has been involved in all aspects of civil engineering and geotechnical investigations and testing including slope stability analysis, liquefaction, settlement, advanced soil laboratory classifications, concrete laboratory testing, rock coring, foundation analysis/ recommendations, drilled shaft analysis, driven steel pile analysis, and construction observations for a wide range of projects. These projects include NCDOT, Duke Energy, Department of Deference, commercial/ industrial sectors. I n addition to geotechnical investigations and testing, he has vast experience with AutoCAD, field coordination, project management, project coordination, and cost estimation for geotechnical related projects. Michael's eye for detail, communication, and organization skills enables him to ensure his projects are carried out as efficiently as possible.

RELEVANT EXPERIENCE

HADNOT POINT FACILITIES REPAIR | CAMP LEJEUNE, NC | 2021

Design-Build (DB) project to renovate and repair Bldgs. 320, 519, 1707 and associated temporary trailers and demo of B521 that were damaged by Hurricane Florence within the historic area of Hadnot Point. Managed drilling operation during Subsurface Investigations and performed laboratory analyses in advance of Geotechnical Reporting.

REPAIR COMMUNICATIONS ROOM B1129 | SHAW AFB, SC | 2020-2022

Design-Build (DB) project to renovate existing communication building B1129. Managed drilling operation field sampling during Subsurface Investigations and performed laboratory analyses in advance of Geotechnical Reporting.

CONSTRUCT AIR OPERATIONS CENTER (AOC) WAREHOUSE | SHAW AFB, SC | 2020-2022

Design-Build (DB) project to construct new 11,605 sf warehouse with standing seam metal roof, PEMB with split face masonry construction, and deep space saver racking system. Managed drilling operation field sampling during Subsurface Investigations and performed laboratory analyses in advance of Geotechnical Reporting.

RESUMES OF PERSONNEL

YEARS OF EXPERIENCE

22

ACTIVE REGISTRATIONS

ACI, US Field Testing Technician-Grade I #NV9999

ICC, Certified Special Inspector, US #5258840-86

NICET, US # 105370 soils, concrete, asphalt, lab, construction

Humboldt/Troxler, Radiation Safety/ Transportation/Operation #1228

EDUCATION

BA, Environmental Science, University of North Carolina at Wilmington, North Carolina

PROFESSIONAL TRAINING

Duke BNP Access Training, 2020

Duke Powersafe Training, 2020

OSHA 30 Hour, 2019

MASCO, 2019

Corning Wilmington Site Safety, 2019

PETE WORTH

CONSTRUCTION MATERIALS TESTING

Pete has over two decades of experience in construction materials testing, project management, and quality control/quality assurance. He serves as the lead technician with materials and geotechnical testing experience. Additionally, as the owner's representative, Peter has been responsible for multiple testing services, as well as assisting the Engineer/Architect/Owner in their special inspection procedures. In support of environmental services, Peter has also performed groundwater and soil sampling for monitoring events at industrial sites and at petroleum terminals.

RELEVANT EXPERIENCE

DUKE ENERGY, WEATHERSPOON, DUKE ENERGY, INC., WILMINGTON, NC | 2019

Responsible for performing construction materials testing including strength of concrete and soil density testing.

DUKE ENERGY, SUTTON ENERGY COMPLEX, DUKE ENERGY, INC., WILMINGTON, NC | 2018 - 2019

Responsible for performing construction materials testing including strength of concrete and soil density testing.

DUKE ENERGY, BRUNSWICK NUCLEAR PLANT INC., SOUTHPORT, NC | 2010 - 2020

Responsible for performing construction materials testing including strength of concrete testing.

BOVIS LEND LEASE, INC. ONSLOW MEMORIAL HOSPITAL EMERGENCY & SURGICAL SERVICES PAVILION CONSTRUCTION MATERIALS TESTING, BOVIS LEND LEASE, INC., JACKSONVILLE, NC | 2006 - 2007

Responsible for performing construction materials testing including soil compaction and strength of concrete materials testing services for construction of single-story, 72,140-SF emergency and surgical services pavilion at regional hospital as part of facility expansion program. Construction materials testing services for construction of single-story, 72,140-SF emergency and surgical services pavilion at regional hospital as part of facility expansion program.

RESUMES OF PERSONNEL

KIMBERLEE C. WILLIAMS

ENVIRONMENTAL SCIENTIST

Ms. Williams received a Master of Environmental Management with a concentration in conservation biology from Duke University in 1999. Her responsibilities at Davey Resource Group (DRG) includes the preparation of Section 404/401 & CAMA permit applications; preparation of environmental assessment documents; biological and habitat assessments, endangered species surveys, and mitigation site planting plans and monitoring. She has 23 years of experience in Section 404/401 permit preparation and submission; preparation of environmental assessment and biological assessment documents in compliance with NEPA/SEPA guidelines for tidal and non-tidal habitats; T&E identification, and wetland mitigation planning and monitoring.

YEARS OF EXPERIENCE

23

ACTIVE REGISTRATIONS

North Carolina Plant Professional (NCAN)

EDUCATION

Duke University, Nicholas School of the Environment Master of Environmental Management, 1999

James Madison University

Bachelor of Science Degree in Biology, 1994

PROFESSIONAL TRAINING

Carolina Vegetation Survey (CVS) vegetation monitoring and surveying protocol training

RELEVANT EXPERIENCE

CENTRAL WATER & SEWER DISTRICT WATER SYSTEM EXPANSION PENDER COUNTY, NC

On behalf of Pender County Utilities, Land Management Group (now known as DRG) staff delineated 404 wetlands, streams, and public trust waters within the Central District Water System corridor (totaling 41 miles). Staff prepared data forms and site maps and met the US Army Corps of Engineers (USACE) & NC Division of Coastal Management (DCM) representatives on site to review the wetland and waters lines. Both agencies subsequently approved the delineation. Because of requested funding from the US Department of Agriculture Rural Development, Ms. Williams worked with the project engineers to prepare Environmental Assessment document for the district. This report was submitted to the USDA and a Finding of No Significant Impact (FONSI) was issued. Ms. Williams then applied for and obtained a Nationwide 12 Permit, 401 Water Quality Certification, and CAMA General Permit from the regulatory agencies for temporary wetland impacts associated with the water line installation.

MOORE'S CREEK WATER & SEWER DISTRICT WATER SYSTEM EXPANSION | PENDER COUNTY, NC

LMG (now known as DRG) staff delineated 404 wetlands, streams, and public trust waters within the Moore's Creek District Water System corridor (totaling 29 miles) and obtained approval of the delineation from the USACE and DCM. Ms. Williams and the project engineers prepared an Environmental Assessment for the project. This report was submitted to the USDA and a Finding of No Significant Impact (FONSI) was issued. Ms. Williams then applied for and obtained a Nationwide 12 Permit, 401 Water Quality Certification, and CAMA General Permit from the regulatory agencies for temporary wetland impacts associated with the project.

RESUMES OF PERSONNEL

COREY S. NOVAK

PROFESSIONAL WETLAND SCIENTIST

Mr. Novak holds a Master of Science from the University of North Carolina at Wilmington with an emphasis on benthic invertebrates. He is a Professional Wetland Scientist and also received NC WAM (Wetlands Assessment Method) and NC SAM (Stream Assessment Method) Certifications offered through the NC Division of Water Resources. Mr. Novak is responsible for numerous freshwater and coastal wetland delineation projects and stream assessments. He has been the project manager for several large municipal projects, including site characterization, agency negotiations, strategic planning, professional presentation of findings, and GIS mapping. He regularly coordinates with US Army Corps of Engineers, NC Division of Water Resources, and NC Division of Coastal Management personnel to obtain confirmation of wetland and stream boundaries. Mr. Novak also assists with Section 404/401 permitting for various government and private projects.

YEARS OF EXPERIENCE

18

ACTIVE REGISTRATIONS

Professional Wetland Scientist # 2783

EDUCATION

Duke University of North Carolina at Wilmington, 2011
Master of Science, Biology

University of North Carolina at Wilmington, 1998
Bachelor of Arts, Psychology

PROFESSIONAL TRAINING

North Carolina Wetland Assessment Method (NC WAM)

North Carolina Stream Assessment Method (NC SAM)

North Carolina State University, Stream Restoration Institute (2006)

"Taxonomy and Pollution Ecology of Aquatic Insects" class

RELEVANT EXPERIENCE

PENDER COUNTY WATERLINES | PENDER COUNTY, NC

LMG (now known as Davey Resource Group) delineated wetlands and Public Trust Waters within this 70-mile corridor and performed Section 404/401 and CAMA permitting for site development. Mr. Novak assisted in the site delineation, US Army Corps of Engineers (USACE) data package preparation, and site meetings within the USACE, NC Division of Water Resources, and NC Division of Coastal Management to obtain approval of the delineation. Because of requested funding from the US Department of Agriculture Rural Development, staff worked with the project engineers to prepare Environmental Assessment documents for both districts. Findings of No Significant Impact (FONSI) were issued. LMG then applied for and obtained Nationwide 12 Permits, 401 Water Quality Certifications, and CAMA General Permits from the regulatory agencies for temporary wetland impacts associated with the water line installation.

SCOTTS HILL WATER LINE | PENDER COUNTY, NC

Mr. Novak delineated wetlands within a 110,000 LF water line corridor using the 1987 US Army Corps of Engineers (USACE) Manual three-parameter methodology and Regional Supplement.. He prepared the required documentation and met with the USACE to obtain approval of the wetland line. LMG staff applied for and obtained a Nationwide 12 Permit and 401 Water Quality Certification for temporary wetland impacts associated with the water line installation.

SUBCONTRACTOR QUALIFICATIONS

With over 25 local offices and a national footprint, Davey Resource Group offers a wide and growing variety of consulting services, including: wetlands and stream studies, environmental design and ecosystem restoration, stormwater management and compliance, urban and community forestry, their proprietary TreeKeeper inventory management software, and invasive species management.

They understand the complex ecosystems, resource challenges, and regulatory concerns that impact the success of any environmental project. No matter the location—dense city core or a remote rural site—they leverage their creativity and expertise to deliver reliable, turn-key ecological consulting services. DRG combines the latest technologies with time-tested techniques to provide high-quality results in a timely and professional manner.

In addition, they work closely with other members of project development teams that can include land planners, engineers, and surveyors. Certain proposed projects can also require the preparation of Environmental Assessments or Environmental Impact Statements as required SEPA and NEPA documentation. These documents detail potential impacts to a wide range of environmental concerns including 404 and coastal wetlands, water quality, fisheries, cultural resources, endangered species, and many others. DRG routinely prepares these environmental documents incorporating a wide range of investigations necessary to evaluate the significance of any project impacts to the various facets of the environment.

QUALIFICATIONS

DRG provides services in the following disciplines:

- Section 404 and Coastal Zone Management Wetland Delineations
- NEPA/SEPA Environmental Assessments
- Section 404/401 and Coastal Zone Management Permitting
- Endangered Species and Ecological Studies
- Soils Mapping, Soil Characterization and Wastewater and Stormwater Suitability Studies
- Phase I and II Environmental Site Assessments/Due Diligence Studies
    - Water Quality and Benthic Macroinvertebrate Sampling/Monitoring
    - Coastal Habitat Mapping and Sampling
    - Shallow Groundwater and Hydrology Studies
- Ecosystem Restoration Services (including full -delivery wetland and stream mitigation)

DOCUMENTATION, CERTIFICATION, & ACCREDITATION

CFE's Materials Testing laboratory is **USACE certified** and is equipped with the latest state of the art equipment which has been calibrated in accordance with standard procedures. We are in compliance with **AASHTO quality standards** and are **ASTM certified**.

MTC
MATERIALS TESTING CENTER

USACE CERTIFICATE
OF
LABORATORY VALIDATION

ERDC

Cape Fear Engineering
151 Poole Road; Suite 100
Belville, NC,
Glenn Hohmeier, PE
(910) 383-1044

has demonstrated, by abbreviated audit of its AASHTO accreditation, or by inspection of required records, equipment, procedures, facilities, and/or final reports, its proficiency to perform testing of construction materials, as established by the quality standards of AASHTO R 18 guidance and the requirements of the applicable ASTM standards.

THIS USACE CERTIFICATE OF LABORATORY VALIDATION IS ACCURATE AS OF ITS DATE AND TIME OF GENERATION:
16 APR 2021 AT 14:51 HOURS

ALL METHODS LISTED ON THIS CERTIFICATE OF VALIDATION WILL EXPIRE ON 02/26/2023

PLEASE CONFIRM THE CURRENT VALIDATION STATUS OF THIS LABORATORY USING THE SEARCH FEATURE ON OUR PUBLIC WEBSITE: https://mtc.erdc.dren.mil

Chad A. Gartrell, PE, Director
USACE Materials Testing Center
Vicksburg, Mississippi, USA

STAFFING LEVEL AND ALLOCATING RESOURCES

Due of the depth of CFE's professional resources and vast experience working on projects of diverse size and geographical location, our team is able to efficiently act on new tasks without impacting active projects.

The CFE Team understands the importance of being able to maintain design and construction schedules throughout a project's life cycle and has the capacity and expertise to handle the work load. CFE has the necessary staff and qualifications to meet all budgets and time constraints while exceeding client expectations.

CURRENT AND ANTICIPATED WORKLOAD

CFE typically maintains a backlog of work related to ongoing and known future projects. At this time we do not have any large projects that would prevent our ability to provide adequate resources to this project.

All team members routinely work on multiple projects simultaneously with existing staff. Additional task orders will be added to work schedules and assigned adequate personnel to accomplish the task in a timely manner. All team members currently have excess capacity for additional projects without adding staff.

COST SHEET

Environmental Site Assessment

SCOPE OF SERVICES

ENVIRONMENTAL ASSESSMENT (EA) AND DUE DILLIGENCE

The CFE team will meet with County Staff for a final scoping meeting prior to completing an Environmental Assessment conforming to the USDA E1527-13 as set forth in the RFQ. CFE will complete and submit the USDA Environmental Scoping Application adhering to the Environmental Documentation Checklist provided in Exhibit A of the RFQ.

I. Environmental Scoping Application

1. CFE will complete and submit the request for environmental scoping application with the State Environmental Review Clearinghouse and NCHPO Environmental Review Branch on behalf of Pender County.
2. CFE will also provide photographs of the Site, county map with site location, USGS topographic Quad map, and soil survey map as requested in the application.
3. A review process of the application by the USDA will take place for approximately 45 days (review process time is not guaranteed). During this time, CFE, on behalf of Pender County, will correspond with various state agencies on the proposed project to answer any questions they have regarding the project and application.

II. Phase I Environmental Assessment

1. CFE will conduct a Phase I Environmental Assessment in accordance with the American Society for Testing and Materials (ASTM) E-1527-13: Standard Practice for Environmental Site Assessments.

COST SHEET

Environmental Site Assessment

III. Additional Guidance

1. Based on initial Environmental Evaluation and following the submission of the USDA Grant Application the CFE Team will meet with County Staff to provide guidance to the client on the remaining NEPA requirements and the potential for pursuit of the available Categorical Exclusions

CLARIFICATIONS / ADDITIONAL SERVICES

Cape Fear Engineering, Inc.'s scope of work is detailed above. Any scope item not listed above is not included in this proposal. This cost assumes that a Phase II Environmental Assessment will not be required. Actual costs will be incurred on a time-and-materials basis in accordance with CFE's standard hourly rates. Services requested and agreed to by the Client which are outside of the specific scope of work noted above will also be performed based on CFE's standard hourly rates.

Printing for permitting is included. Permit fees are not included.

FEE PROPOSAL

We propose to provide the items listed in the Scope of Services based on the following fee structure. Our fee is based on CFE completing all items listed in our scope.

I. Environmental Scoping Application, Application preparation and submittal, correspondence with and response to multiple state agencies following application submittal by USDA, Habitat Assessment, and Wetland Impact Assessment	**$14,500.00**
II. Phase I Environmental Assessment	**$ 2,500.00**
III. Additional Guidance	**$ 750. 00**
Total:	**$17,750.00**

COST SHEET

Geotechnical Engineering

SCOPE OF SERVICES

I. Contact the local (One Call – underground utility locating service) prior to beginning our field work to locate underground utilities in the work area.

II. Advance 10, 15, 30, and 60-foot deep Standard Penetration Test (SPT) borings within the proposed new building footprint, parking areas and stormwater BMP facility.

The SPT borings will be performed with the use of a power drill rig, using rotary mud drilling procedures. The soil samples will be obtained with a split spoon sampler in general accordance with ASTM methods.

- Building footprint include 4 bores @ 30ft depth and 4 bores @ 60ft depth
- Parking areas and access drives include up to 7 bores @ 10ft depth
- Stormwater SCM include 2 bores @ 15ft depth

III. Perform laboratory soil classification testing on select soil samples collected from the SPT borings to determine the soils moisture content, No. 200 wash, particle size distribution, and plasticity characteristics (Atterberg Limits).

IV. The data collected will be evaluated and utilized to provide earthwork, foundation, pavement design, seismic site class and potential for liquefaction, SHWT determination and other geotechnical considerations. An engineering report will be prepared presenting the available data, soil boring logs, evaluations, and design recommendations.

V. The following recommendations will be provided for the project's design engineer of record:

- Soil bearing pressure
- Design of retaining walls at building or for the site
- Seismic site class and seismic requirements, including potential for liquefaction
- Maximum settlement and maximum differential settlement
- Pavement design
- Seasonal High Water Table (SHWT) determination and groundwater conditions

COST SHEET CONTINUED

Geotechnical Engineering

CLARIFICATIONS / ADDITIONAL SERVICES

1. Cape Fear Engineering, Inc.'s (CFE) scope of work is detailed above. Any scope items not listed above is not included in this proposal. Services requested and agreed to by the Client which are outside of the specific scope of work noted above will be performed at an agreed upon price before the work begins.
2. Re-designs as may be required by out of sequence Client / Owner-generated scope changes or to reduce project scope and cost after the documents are substantially complete, are additional services.

SCHEDULE

Cape Fear Engineering can start work on the project immediately. The full report will be completed no later than February 20, 2023 per the RFQ requirement.

FEE PROPOSAL

We propose to provide our services based on the following estimated amount:

Geotechnical Engineering Services **$33,260.00**

Proposal amount is based on approximately $20/ft for the proposed 460 vertical feet of bores per RFQ requirements

If required additional borings will be performed @ $2500/day

CAPE FEAR ENGINEERING

151 POOLE ROAD, SUITE 100
LELAND, NC 28451
P: 910-383-1044
F: 910-383-1045

WWW.CAPEFEARENGINEERING.COM

REQUEST FOR QUALIFICATIONS

USDA Site Assessment and Geotechnical Engineering Services

for the Pender County Health and Human Services Building

RFQ # 221025-236

Issued: October November 2, 2022

Questions Due: November 16, 2022 by 10am

Responses Due: December 5, 2022 by 12pm

Issued By:
Pender County, North Carolina
PO Box 1578
805 South Walker Street
Burgaw, North Carolina 28425

GENERAL INFORMATION

Pursuant to N.C. Stat. Sec. G.S. 143-64.31, Pender County Government is seeking qualifications from a firm to conduct a USDA Environmental Site Assessment and Geotechnical Engineering Services related to the site for the new Pender County Health and Human Services Building. In doing so, Pender County waives the Mini-Brooks Act and therefore also requests a proposal for pricing of the services as outlined in subsequent sections.

Pender County Government will be accepting sealed responses from experienced firms interested in providing a USDA Environmental Site Assessment and Geotechnical Services no later than December 5, 2022 at 12:00 pm. There will not be a public bid opening.

Questions about this RFQ shall be directed to Trisha Newton, Purchasing Manager, purchasing@pendercountync.gov and must be received no later than 10am on November 16, 2022. Answers to questions will be provided via an addendum as soon as possible thereafter, no later than November 18, 2022. Firms who intend to respond to this RFQ, may provide an email address for updates as a curtesy. However, responding firms are ultimately responsible for monitoring the Pender County Website at https://www.pendercountync.gov/public-notices/open-rfps-and-bids/ for Addenda.

PROJECT DESCRIPTION

Pender County is proposing the construction of a two-story building for the Health Department and the Department of Social Services. The site parcel PIN Numbers are 3229-60-0564-0000, 3229-60-0024-0000, and 3228-59-9798-0000 with road frontage adjacent to Progress Dr., Burgaw, North Carolina.

SCOPE OF SERVICES

ENVIRONMENTAL ASSESSMENT (EA)

Selected firm will complete an environmental assessment that must conform to the requirements of United States Department of Agriculture (USDA) Designation: E1527-13, as Pender County is seeking funding for the project through USDA. Therefore, the completed report should be in a format acceptable to the USDA of the EA.

Environmental Scoping Documents include the following attachments in their respective order:

a. Photo of the site
b. County map with site noted in red (describe location of the property)
c. USGS topo map-(subject property in red)
d. Soil survey map- (site highlighted and circled in red)

The USDA Environmental Study should follow the Environmental Documentation Checklist (See Exhibit A).

GEOTECHNICAL ENGINEERING

Comprehensive Geotechnical Engineering Services shall include the soil sampling, testing, and analysis that will be necessary to determine the suitability of the site for the proposed construction. The tasks associated with the geotechnical work should include the following paragraphs.

A full report shall be completed no later than February 20, 2023. The intent is that borings will be performed as soon as possible after award of the contract.

Subsurface investigations must also include:

- Layout/Utility Clearance - Coordinate the required "NC 811" notification and drilling efforts.
- Test Borings - Subcontract with a drilling contractor to drill the proposed borings as located on the proposed boring plan. Boring depths shall be determined by the Geotechnical Engineer as required to provide a comprehensive report containing final foundation design recommendations. The boring operations shall include the cost to restore the areas impacted by the boring activities to their pre-existing condition. Borings shall be backfilled with the spoils. An engineer or geologist shall be on-site to observe all test borings. In addition to the requested borings, the response shall also include a unit rate per day for additional borings that may be required in the future.
- Conduct shear wave velocity testing for the purpose of determining the most advantageous seismic site classification.
- Permits/Coordination -The response shall cover the preparation of any permit applications with respect to the borings.
- Material Testing - Conduct material testing and inspections to properly identify and determine the properties of the subsurface soils.

Geotechnical Report:

The Scope shall include preparation of a geotechnical report that includes the following:

- *Subsurface Conditions* - Provide a detailed summary of the observed subsurface soil and groundwater conditions.
- *Soil Suitability* - Conduct a qualitative evaluation of the site soils with regard to their suitability as a bearing stratum based upon your review of the Standard Penetration Test data, material testing, and a physical examination of the soil.
- *Foundation Types* - Provide recommendations regarding suitable foundation types for the soils encountered and structure type presented, including recommendations for foundation drainage and slab on grade design. Provide reviews of contract documents to verify conformance with geotechnical design intent. Foundation design is not to be included in this scope of services.

- *Site recommendations* - Provide recommendations for the following: pavement design, suitability of onsite material for re-use as fills, methods for preparation of subgrade, placement of fills and compaction options.
- *Bearing Pressures* - Determine the allowable bearing pressures for the anticipated bearing stratum.
- *Lateral Earth Pressure* - Determine the appropriate lateral earth pressure for any below grade structures.
- *Seismic Design Criteria* - Identify the seismic soil profile coefficient.
- *Construction Considerations* - Provide commentary concerning recommendations and observations as related to construction and other geotechnical aspects of the proposed project to assist with preparation of design.

Geotechnical contractor is responsible for immediately patching all pavement and grasses upon completion of the borings each day.

ADDITIONAL REQUIREMENTS

GENERAL
The response should address each of the following:

1. The general experience of the firm, and consultants if any.
2. Past performance and relevant experience. Provide names, addresses and telephone numbers of clients.
3. The staffing level and ability to provide appropriate resources to this project.
4. Qualifications of personnel performing each of the above noted services should be provided. The team may include primary and secondary field technicians, field engineers, and staff engineers.
5. Resumes of all team members are requested. Present the qualifications of the individual and include applicable project names, size, approximate cost, clients, and clients' telephone numbers. The firm's field and engineering personnel will be evaluated based on years of experience with similar projects, experience with local subsurface conditions, accreditation of personnel, and client references.
6. Identify and present the qualifications of other firms that may be providing subcontract services to the responding firm for testing or inspections.
7. The firm should also provide documentation, certification or other accreditation by CCRL, Corps of Engineers, WACEL, VDOT or other similar organization of their laboratory's ability to perform the required testing.
8. Current and anticipated workload.
9. Provide separate cost sheet for Environmental Site Assessment and Geotechnical Engineering services, including total cost of services and breakdown. Include cost per foot of soil borings and total estimated length of borings.
10. Exhibit B, Signature Sheet

SUBMISSION REQUIREMENTS

Responding firms shall submit one (1) electronic and three (3) hard copies of their response in a sealed envelope labeled on the outside with "PENDER COUNTY HEALTH AND HUMAN SERVICES BLDG – USDA Environmental Site assessment and Geotechnical Engineering Services – RFQ # 221025-236" and delivered as follows:

By US Postal Service to:	*By Courier/UPS/FedEx or in person:*
Pender County	Pender County
Attn: Trisha Newton	Attn: Trisha Newton
PO Box 1578	805 S. Walker St.,
Burgaw, NC 28425	Burgaw, NC 28425

The Signature Sheet, Exhibit B, must accompany any response(s) submitted and shall be signed by an authorized representative of the Offeror(s). If the Offeror(s) is a business or corporation, the Offeror(s) must print the name and title of the individual executing the response. All information requested must be submitted. Failure to submit all information required may result in a lowered evaluation of the response.

All erasures, interpolations, and other changes in the bid shall be signed or initialed by the Offeror(s).

By submitting a response to this Request for Qualifications, the Offeror(s) 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. The failure or omission of any Offeror(s) to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site shall in no way relieve any Offeror(s) from any obligations with respect to its bid or to the contract.

Responses may be modified or withdrawn by the Offeror(s) any time prior to the deadline. Modified and withdrawn responses may be resubmitted so long as they are received no later than December 5, 2022 at 12pm.

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 Offeror(s) unopened.

EVALUATION AND SELECTION

Responses received by the due date/time will be evaluated based on price and the following criteria: qualifications, experience, credentials, availability, key personnel, performance data, and client references. Interviews or presentations may be requested by the County.

Pender County reserves the right to reject any and all responses, to waive technicalities, informalities, or irregularities, to request clarification, and to accept any response deemed to be in the best interest of the County.

In addition, Pender County reserves the right to request additional information from respondents to this RFQ, to make any changes necessary to ensure this RFQ is consistent with local, federal, and state procurement procedures, and to elect to negotiate fees or other contract issues with the selected Offeror(s) before recommending execution of a contract(s).

CONTRACT AWARD SCHEDULE

The evaluation of responses shall be performed in a timely manner and notification of award is anticipated to occur on or before December 12, 2022.

GENERAL TERMS AND CONDITIONS:

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 Statement of Qualifications. 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.

ADDENDA/CHANGES
Any additions, deletions, modifications or changes made to this RFQ shall be processed as an addendum and posted on the Pender County Website. Firms are required to monitor www.pendercountync.gov for addenda.

PROPRIETARY INFORMATION
All responses received are considered public record and available for public inspection as required by General Statutes 132 - 1.2. Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary. Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner. This right of privacy will be construed as narrowly as possible to protect the interests of the individual responding to the RFQ while attempting to maximize the availability of information to the public.

MINORITY BUSINESSES
Pender County encourages all businesses, including DBE, minority, and women-owned businesses to respond to all Request for Qualifications.

AWARD/CONTRACT TIME
No part of this solicitation is to be considered part of a contract nor are any provisions contained herein to be binding of Pender County. Award shall be made to the responsible firm whose qualifications and proposal are determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in the RFQ. The County wishes to enter into an agreement with one firm which will be responsible for the work associated with this RFQ.

CONTRACT DOCUMENT
The successful firm will be required to enter into a contract with Pender County. A sample contract shall be provided by the firm to the County either with submission of their response or as soon as possible thereafter.

SUBCONSULTANTS
If any subconsultants will be used for the various projects, the successful firm shall provide to the Finance Director a list of names of any of the intended subconsultants, their applicable license number(s) and a description of the work to be done by each subconsultant.

The successful firm shall not substitute other subconsultants without the written consent of the County.

The successful firm shall be responsible for all services performed by a subcontractor as though they had been performed by the successful firm. Responsibilities include, but are not limited to, compliance with applicable licensing regulations.

If at any time the County determines that any subcontractor is incompetent or undesirable, the County shall notify the successful firm accordingly, and the successful firm shall take immediate steps for cancellation of the subcontract and replacement.

Nothing contained in any contract resulting from this RFQ shall create any contractual relationship between any subcontractor and the County of Pender.

It shall be the successful firms' responsibility to ensure that all terms of the primary contract with Pender County are incorporated into all subcontracts.

INSURANCE

The selected firm shall purchase and maintain in force, at its own expense, such insurance as will protect the firm and the County, to include general liability insurance coverage, professional liability (E&O), automobile and worker's comp (as applicable), from claims which may arise out of or result from the firm's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, and the general public from any and all claims for injury and damage resulting by any actions on the part of the firm or its forces as enumerated above. Terms and Limits should be reasonably associated with the contract.

The selected firm shall furnish a copy of an original Certificate of Insurance, naming Pender County as an additional insured within 10 days of notice of contract award.. Should any of the policies be canceled before the expiration date, the issuing company will provide thirty (30) days written notice to the certificate holder. The firm shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Pender County Finance Director and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering any agreement to sublet any part of the work to be completed under this contract.

INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless the County for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Contractor to indemnify Pender County to the extent permitted under North Carolina law.

VENUE FOR LEGAL ACTIONS
By responding to this RFQ, all parties agree to be governed by North Carolina law without regard to its conflicts of law principles. Any legal actions arising from this RFQ process or resulting contract shall be brought in Pender County, North Carolina.

AVAILABILITY OF FUNDS
Any resulting contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

NON-EXCLUSIVE CONTRACT
Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected firm. A contract of award shall not restrict the County from acquiring similar, equal, or like goods and/or services from other sources.

-END-

ENVIRONMENTAL DOCUMENTATION CHECKLIST

PROJECT: _____ **PROGRAM:** _____ **DATE:** _____

LOAN AMOUNT:_____

GRANT AMOUNT:_____ _____

MORTGAGE SECURITY SOURCE: _____

Please fill in the blank in front of each item with either a X, a Yes (or Y), N/A (for not applicable), or N/R (for no response)

(a) **Rural Development Forms**

(1) **Categorical Exclusion/Environmental Assessment**

____ RD Form 1970-1
____ Letter of Acceptance of Environmental Reports/Environmental Assessments from Environmental Staff to Processing/Approval Official
____ Letter of Recommendation of Finding of No Significant Impact from Environmental Staff to Approval Official
____ Finding of No Significant Impact

(2) **Environmental Impact Statement**

____ Record of Decision
____ Memorandum of Understanding with Applicants

(b) **Public Notice Documentation**

(1) **Categorical Exclusion/Environmental Assessment**

____ Preliminary/Final Notices for Conversion of Important Resource(s)
____ Letter to Applicant to Publish a Public Notice Announcing the Availability of an Environmental Assessment
____ Public Notice Announcing the Availability of an Environmental Assessment (May Also Contain Language for Potential Impacts to Important Resources), with Publisher's Affidavit

____ Letter to Applicant to Publish Public Notice Announcing the Availability of a Finding of No Significant Impact
____ Public Notice Announcing the Availability of a Finding of No Significant Impact (May Also Contain Language for Potential Impacts to Important Resources), with Publisher's Affidavit

(2) **Environmental Impact Statement**

____ Public Notice of Intent to Prepare an Environmental Impact Statement and Hold Public Scoping Meetings
____ Public Notice Announcing the Availability (and Public Meeting, If Appropriate) of the Draft Environmental Impact Statement
____ Public Notice Announcing the Availability of the Final Environmental Impact Statement (May Also Contain Language for Potential Impacts to Important Resources)
____ Public Notice Announcing the Availability of the Record of Decision (May Also Contain Language for Potential Impacts to Important Resources)

(c) **Supporting Documentation**

(1) **Project Maps and Photos**
_____Project Map
_____Location Map
_____Topographic Map
_____Aerial Photos
_____Ground-level Photos

(2) **Formally Classified Land**
____ Request for Review Letter Sent to Agency(ies)
____ National Park Service Review Letter
____ Bureau of Land Management Review Letter
____ National Oceanic and Atmospheric Administration Review Letter
____ Forest Service Review Letter
____ Fish and Wildlife Service Review Letter
____ Other: _____

(3) **Important Farmland**
____ Request for Review Letter Sent to NRCS
____ NRCS Review Letter with AD-1006, "Farmland Conversion Impact Rating," or NRCS-CPA-106, "Farmland Conversion Impact Rating for Corridor Type Projects"

____ NRCS Web Soil Survey Important Farmland Map with Project Marked
____ NRCS Review Letter/Email
____ Letter/Email Returning Completed AD-1006 to NRCS

(4) **Floodplains**
____ Request for Review Letter Sent to Expert Agency(ies)
____ FEMA Maps with Project Marked
____ FEMA Form 86-0-32, “Standard Flood Hazard Determination Form”
____ Private Party Notice for Floodplains
____ FEMA Form 86-0-33, “Elevation Certificate”
____ 8-Step Alternatives Analysis
____ Other: _____

(5) **Wetlands**
____ Request for Review Letter Sent to Expert Agency(ies)
____ Soil Survey Hydric Soils Map with Project Marked
____ National Wetland Inventory Map with Project Marked
____ Army Corps of Engineers Review Letter
____Wetlands Delineation According to Army Corps of Engineers Standards
____ Other: _____

(6) **Historic Properties**
____ Other: _____

Section 106
(i) **Consultation with SHPO**
____ Section 110(k) of NHPA Notice to Applicant
____ Letter or Form Initiating Consultation with the SHPO
____ Letter of Response from SHPO to Consultation Request (If Not a Concurrence Letter)
____ RD’s Letter to SHPO with Finding of No Historic Properties Affected or No Adverse Effect
____SHPO Concurrence Letter
____ Historical Database Documentation
____ Archaeological Survey Report
____ Historic Properties Study

(ii) **Consultation with Tribe(s)**
____ Applicant Tribal Notification and Invitation for Tribal Engagement
____ Agency Invitation for Tribal Consultation (If Sent in Addition to the Above)

____ Agency Invitation for Initiating Government-to-Government Tribal Consultation
____ THPO/Tribal Official Consultation Response Letter
____ RD's Letter to THPO/Tribal Official with Finding of No Historic Properties Affected or No Adverse Effect
____ THPO/Tribal Official Concurrence Letter

(iii) **Adverse Effect**
____ Form to Submit Notice of Adverse Effect and Draft Section 106 Agreement for National Office Review
____ Memorandum of Agreement
____ Notification and Invitation to Advisory Council on Historic Preservation

(7) **Biological Resources**
____ Request for Review Letter Sent to Expert Agency(ies)
____ State Environmental Agency(ies) Review Letter(s)
____ Letter/Email to FWS/NMFS for Designation of Non-Federal Representative for Consultation
____ Informal Consultation Request Letter to FWS
____ FWS/NMFS Review Letter
____ FWS IPAC Report
____ RD's Section 7 Finding
____ FWS/NMFS Concurrence Letter
____ Letter to USFWS/NMFS for Formal Consultation
____ Geological Survey Review Letter
____ Forest Service Review Letter
____ Bureau of Land Management Review Letter
____ Other: _____

(8) **Water Quality, Coastal Resources, Air Quality, Transportation, Noise, Scenic Rivers, etc.**
____ Request for Review Letter Sent to Expert Agency(ies)
____ State Environmental Agency Review Letter(s) (If More than One State Environmental Agency Is Contacted)
____ EPA Review Letter, if in Sole Source Aquifer Area
____ Agency Letter if Coastal Barrier (FWS) or Wild & Scenic River (FWS, NPS)
____ Consistency Determination Documentation
____ State or County Transportation Department Review Letter
____ Regional or County Planning Commission Review Letter
____ State or Local Health Department Review Letter
____ Other: _____
____ Notice of Violation

____ Agreed Order
____ Long-term Control Plan

(9) **Socio-Economic Issues**
____ Form RD 2006-38, “Civil Rights Impact Analysis Certification”
____ Environmental Justice Maps

(10) **Environmental Due Diligence**
_____Signed and Dated Narrative of Site Visit by RD, If Required
____ Transaction Screen Questionnaire (TSQ)
____ Phase I Environmental Site Assessment
____ Phase II Environmental Site Assessment
____ Certificate of Decontamination

(11) **Intergovernmental Review**
_____Intergovernmental Review Request to SPOC/Clearinghouse
_____Intergovernmental Review Response from SPOC/Clearinghouse
_____Local Government Review Letter

EXHIBIT B: SIGNATURE SHEET

My signature certifies that the response and proposal as submitted complies with all Terms and Conditions as set forth in the Request for Qualifications (RFQ).

I hereby certify that I am authorized to sign as a Representative for the Offeror:

NAME OF OFFEROR:_____

ADDRESS:_____

ADDRESS:_____

FED ID NO:_____

SIGNATURE:_____

NAME (print clearly):_____

TITLE:_____

TELEPHONE:_____

E-MAIL:_____

DATE:_____

REQUEST FOR QUALIFICATIONS

USDA Site Assessment and Geotechnical Engineering Services

for the Pender County Health and Human Services Building

RFQ # 221025-236

ADDENDUM 1

Issued: October November 10, 2022

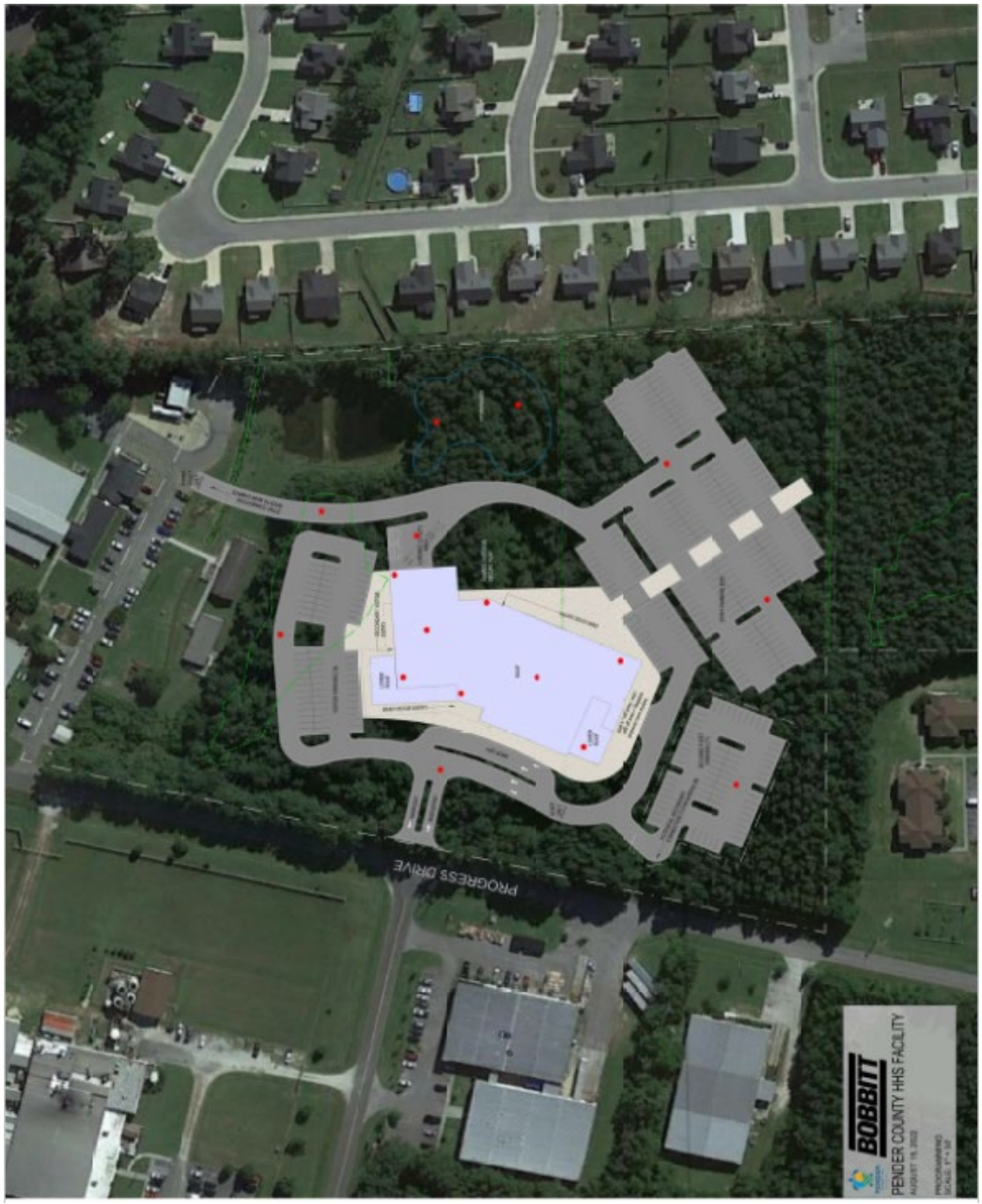
Questions Due: November 16, 2022 by 10am

Responses Due: December 5, 2022 by 12pm

Issued By:
Pender County, North Carolina
PO Box 1578
805 South Walker Street
Burgaw, North Carolina 28425

Addendum 1 is being issued to provide soil boring locations and soils report requirements.

This Addendum provides the requested soil boring locations are denoted by the red dots overlaid on the site map below.



Soils report must address the following:

- Allowable soil bearing pressure assuming shallow foundations and recommended foundation system
- Recommendations for on or off site fill soils assuming a minimum of 3'-4' of fill at the building pad.
- Recommendations for design of building or site retaining walls.
- Seismic site class and seismic requirements, including potential for liquefaction.
- Assuming a maximum 35' x 35' bays, estimated total column loads of 220 kips and minimum column loads of 55 kips
- Provide recommendations for 1" maximum total settlement and ½" maximum differential settlement given these column loads
- Maximum wall footing loads should be 2000 to 3000 plf.
- Minimum of 8 borings under the anticipated building footprint (4 @ 30' depth and 4 @ 60' depth)
- Minimum of 7 borings (x 10' min depth) in parking/drives
- Minimum of 2 borings (x 15' min depth) in the stormwater pond
- Pavement design recommendations based off geotechnical findings
- Determine seasonably high water table in the area next to the existing pond and in the stormwater pond.

NOTICE: *The Request for Qualifications (RFQ) is modified as set forth in this Addendum. The original RFQ Documents remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFQ. Respondent shall take this Addendum into consideration when preparing and submitting its response.*

– END –

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	James Proctor
DATE:	January 17, 2023
SUBJECT:	Approval of Interlocal Agreement Regarding LCFWASA Raw Water Pipeline System Improvements

SUMMARY:
Lower Cape Fear Water and Sewer Authority (LCFWASA) is the entity that provides raw water from the Cape Fear River to the Pender County Surface Water Plant (as well as Brunswick County's plant, CFPUA's plant, and two industries on US 421). This proposed interlocal agreement (ILA) has been drafted by the LCFWASA partners to establish responsibilities of the partners for construction of a parallel 48" raw water pipeline.

On October 3, 2022, the Board approved a Capital Project Ordinance and Budget Ordinance Amendment to fund our participation in the project ($1.53 million cost share). At that time, the partners were working on this interlocal agreement, and it is now ready to be adopted. CFPUA and LCFWASA approved the ILA in December, and Brunswick County is proceeding with approval as well. The document is still noted as a "draft", so there may be some very minor adjustments made to it prior to its signature by the Chair or County Manager.

Project Background:
LCFWASA recently completed a 54" parallel pipeline from the Cape Fear River source at Lock & Dam # 1 in Riegelwood to the raw water ground storage tank at the Brunswick County water plant for additional capacity as well as redundancy. A single 48" raw water pipe runs from that location across the Cape Fear River to the Pender County Surface Water Plant, the industries on 421, and to CFPUA. This pipeline had a major break in late 2021 which jeopardized the water supply of Pender and New Hanover Counties. LCFWASA and its partners then began discussing a project to parallel the 48" pipeline from Brunswick to CFPUA.

LCFWASA received a $23.5 million special appropriation towards this project from the NC General Assembly in 2022. The actual construction project requires an additional

$11.7 million in funding, which is coming from CFPUA, Pender County (as approved October 3, 2022 by PC), and the two industrial users along highway 421, who directly benefit from this parallel line (in keeping with past precedent). This project has the advantage of providing Pender County with full raw water redundancy to our water plant.

ACTION REQUESTED:
Approve Interlocal Agreement Regarding Raw Water Pipeline System Improvements

ATTACHMENTS:
Draft Interlocal Agreement Regarding Raw Water Pipeline System Improvements
Map of planned 48" parallel raw water main construction

STATE OF NORTH CAROLINA

COUNTIES OF NEW HANOVER, PENDER, & BRUNSWICK

INTERLOCAL AGREEMENT REGARDING RAW WATER PIPELINE SYSTEM IMPROVEMENTS

THIS INTERLOCAL AGREEMENT (hereinafter, "Agreement") is entered into and made effective as of this _____ day of _____, 2022, by and between LOWER CAPE FEAR WATER & SEWER AUTHORITY (hereinafter, "LCFWASA"), a water and sewer authority organized under North Carolina General Statute Chapter 162A; CAPE FEAR PUBLIC UTILITY AUTHORITY (hereinafter, "CFPUA"), a water and sewer authority organized under North Carolina General Statute Chapter 162A; BRUNSWICK COUNTY, a political subdivision of the State of North Carolina (hereinafter, "Brunswick"); and PENDER COUNTY, a political subdivision of the State of North Carolina (hereinafter, "Pender"), collectively hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, LCFWASA and CFPUA own existing raw water transmission mains and raw water systems running from intake sites in Bladen County to New Hanover County, North Carolina;

WHEREAS, all parties hereto confirm that it is beneficial to have additional raw water capacity and redundancy to support regional growth and the wellbeing of the parties' customers; and

WHEREAS, the parties have previously collaborated on projects to provide additional raw water capacity and redundancy to support regional growth and the wellbeing of the parties' customers; and

WHEREAS, certain parties purchase raw water from LCFWASA; and

WHEREAS, LCFWASA received $23.5 million from the Coronavirus State Fiscal Recovery Fund ("State Fiscal Recovery Fund") (S.L. 2021-180), established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("ARPA"); and

WHEREAS, LCFWASA intends to use the monies received from the State Fiscal Recovery Fund to enter into agreements to design and construct approximately 36,200 linear feet of pipe and related infrastructure ("System Improvements") to parallel the existing raw water line from the current termination point of redundant infrastructure near the 3 million gallon ground storage tank located at Brunswick County's Northwest Water Treatment Plant at the 54"/48" interconnection through the 6.86 miles of unparalleled infrastructure within LCFWASA-owned easements and connect with the existing 48" transmission main near the existing 48"X36" tee near the interconnected Pender County supply main in New Hanover County (the "Project"); and

WHEREAS, the Parties recognize the mutual benefits to their citizens, customers, and the public from additional raw water capacity and redundancy to support regional growth and public wellbeing; and

WHEREAS, LCFWASA, CFPUA, Brunswick, and Pender Counties previously entered into a Memorandum of Understanding establishing the maximum safe yield and allowable total water withdrawal amount available for allocation among the Parties; and

WHEREAS, the Parties are entering into this Agreement to memorialize their respective duties, responsibilities, and entitlements regarding the design, construction, scheduling, funding, operation, maintenance, use, and ownership of the Project; and

WHEREAS Project costs in excess of $23.5 million associated with the System Improvements will be budgeted among benefited Parties based on capacity allocation; and

WHEREAS, this Interlocal Agreement is entered into pursuant to Article 20, Part 1 of North Carolina General Statutes Chapter 160A and N.C. Gen. Stat. §153A-278.

NOW, THEREFORE, in consideration of the promises, mutual goals, and objectives set forth herein, and the mutual benefits resulting therefrom, the Parties agree as follows:

I. Purpose.

This Agreement establishes the framework for funding, design, construction, maintenance, operation, and ownership of the progressive design build services and System Improvements required to parallel the existing LCFWASA 48" raw water line from the current termination point of redundant infrastructure near the 3 million gallon ground tank located at Brunswick County's Northwest Water Treatment Plant, through approximately 6.86 miles of the last ten miles of unparalleled infrastructure within easements owned and maintained by LCFWASA and connect with the existing 48" transmission main near the existing 48"X36" tee near the interconnected Pender County raw water supply main in New Hanover County (the "Project").

II. Term.

This Agreement shall become effective upon the date of final authorization and execution by all Parties and shall remain in effect until ownership of the System Improvements is transferred to LCFWASA.

III. Capacity Allocation

A. The Parties acknowledge and reaffirm that, per notice provided on January 25, 2012, by Director Thomas A. Reeder, the North Carolina Division of Environmental Quality ("NCDEQ") Division of Water Resources (DWR) established an allowable total water withdrawal amount of 106 million gallons per day from the Cape Fear River during low flow periods just upstream of Lock and Dam #1 in East Arcadia, Bladen County. From this notice, maximum safe yield allocation of the served agencies is as follows:

Agency	Amount (mgd)
Brunswick County	50
CFPUA	48 (38 in LCFWASA system) (10 in CFPUA system)
Pender County	6
LCFWASA	2
Total	**106**

B. As previously memorialized in Interlocal agreement titled "Regarding Raw Water Pipeline Design, Construction and Ownership" dated July 8, 2019, the parties reaffirm that if

NCDEQ revises the allowable total water withdrawal amount (also identified herein as the maximum safe yield) in the future, the safe yield allocation for each agency will be adjusted proportionately.

C. The Parties acknowledge that this Agreement does not adjust the allocations of either capacity or cost within the components of the LCFWASA system constructed under the Interlocal Agreement titled "Regarding Raw Water Pipeline Design, Construction and Ownership" dated July 8, 2019.

D. If any agency purchases additional capacity from another agency, the allocation for those agencies will be adjusted accordingly.

IV. Funding

A. State Fiscal Recovery Fund /ARPA Funding. LCFWASA will provide $23.5 million in State Fiscal Recovery Fund /ARPA funding for the completion of the Project and, therefore, is not subject to the provisions contained herein relating to Cost Share of Project costs or Reallocation. The $23.5 million of State Fiscal Recovery Fund /ARPA funding to be provided by LCFWASA will be expended in full toward the completion of the Project prior to any Cost Share payment by any other party to this Agreement.

B. Cost Share

1. The agencies below shall share fees and expenses associated with Project costs that exceed the LCFWASA State Fiscal Recovery Fund /ARPA funding of $23.5 million, based upon on the pro-rata redundant capacity allocation made available by the project according to the chart below:

Agency	Initial Funding Structure (MGD)	Initial Funding Structure (%)	Cost Share (Dollars)
Brunswick	0	0	0
CFPUA	38	0.826	$9,670,000
Pender	6	0.130	$1,521,000
421 Industries	2	0.0435	$509,000
Total	**46**		**$11,700,000**

2. The total Cost Share amount among the Parties is based upon an estimated cost with contingency. If the final project costs exceed the estimated cost and contingency, each party will return to their respective governing body to recommend proportional increased contributions.

3. CFPUA shall receive the invoices from any contractor and/or consulting services associated with the Project. CFPUA will share each invoice with the Parties and promptly invoice the Parties for amounts due and owing on each Party's allocated funding obligation. Each Party shall pay to CFPUA its pro-rata share associated with each invoice within thirty (30) days of CFPUA's issuance of the invoice.

DRAFT

C. 421 Industries

1. The 421 Industries are two industrial users along US Highway 421 who will directly benefit from the Project but that are not a party to this Agreement. Separate agreement(s) with LCFWASA will be executed to secure the individual cost share funding from the private entities.

2. LCFWASA shall guarantee the Cost Share portion for the 421 Industries until such time as the agreement(s) with the 421 Industries are executed.

D. Funding Reallocation

1. Pender Option. Under separate agreement titled "Memorandum of Understanding Regarding Capacity and Cost Allocation for Raw Water Pipeline" dated February 11, 2019, upon completion of the System Improvements identified within the Interlocal agreement titled "Regarding Raw Water Pipeline Design, Construction and Ownership" dated July 8, 2019, Brunswick will provide 5 MGD of its 50 MGD allowable total water withdrawal amount (or pro-rated said amount if the total of 106 MGD is adjusted up or down) as a raw water capacity purchase option to Pender. As noted within that separate agreement, Pender shall provide a notification by Resolution adopted by the Pender County Board of Commissioners to Brunswick of its decision to exercise this option by July 1, 2028.

2. Upon Pender exercising this option, the Cost Share of this Agreement for each party shall be reallocated as follows:

Agency	Pender Option Funding Structure (MGD)	Initial Funding Structure (%)	Cost Share (Dollars)
Brunswick County	0	0	0
CFPUA	48	0.79	9,243,000
Pender County	11	0.18	2,106,000
421 Industries	2	0.03	351,000
Total	**61**		**$11,700,000**

3. Upon reallocation, Pender agrees to reimburse CFPUA and LCFWASA, for all costs associated with the purchased capacity, which will be 5% of the Project costs that exceed the LCFWASA State Fiscal Recovery Fund /ARPA funding contribution, currently estimated to be $11,700,000. Project costs include, but are not limited to, the cost of capital, financing, engineering, land, and legal costs. Pender shall provide full lump sum payment to CFPUA and LCFWASA for that amount of capacity up to 5 MGD, secured in exercising its options under separate agreement titled "Memorandum of Understanding Regarding Capacity and Cost Allocation for Raw Water Pipeline" dated February 11, 2019. Reimbursement from Pender for exercising of its purchase option is currently estimated to be $585,000. Division of the reimbursement between CFPUA and LCFWASA shall be proportional to revised Cost Share.

4. If any agency withdraws before award of a contract to complete the engineering design and construct the Project by LCFWASA, the remaining fees and expenses for the System Improvements will be divided among the remaining Parties in an amount equal to each pro rata capacity allocation among the Parties and consistent with the capacities set forth in Article III. Said agency shall be liable for all costs incurred through the date of withdrawal of the Project including but not limited to any costs associated with construction contract claims.

5. If any agency withdraws after award of a contract to complete 100 percent engineering design and construction of the Project by LCFWASA, the remaining fees and expenses for the System Improvements will be divided among the Parties in an amount equal to each pro rata capacity allocation among the` Parties consistent with the capacities set forth in Article III. Said agency shall be liable for all costs incurred through completion of the Project including but not limited to any costs associated with construction contract claims.

V. Project Contract

A. Project Contract

1. The System Improvements are those defined in the plans and specifications submitted by the selected design-build firm ("Contractor") and approved by LCFWASA for the Project. LCFWASA shall bid the Project according to North Carolina law and LCFWASA's purchasing policy. The bid process shall result in a progressive Design-Build contract for the design and construction of approximately 36,200 linear feet of pipe and related infrastructure to parallel the existing raw water line from the current termination point of the 54-inch raw water line at Brunswick Northside Water Treatment Plant at the 54-inch/48-inch interconnection, in alignment with currently unparalleled infrastructure within LCFWASA-owned easements to a termination point at or near the Pender County raw water supply interconnection in New Hanover County. LCFWASA, CFPUA, and Pender shall have the right to review and approve the bids and Scope of Work to ensure that the bid is within amounts budgeted by the Parties.

2. The Project will be bid, awarded, and entered as a LCFWASA contract.

3. LCFWASA will begin the advertising and selection of the progressive design-build firm after final execution of this Agreement. The Design-Build Contract(s) shall be owned by, and in the name of, LCFWASA (the "Contract").

4. CFPUA shall have overall management responsibility of the Contract, subject to regular cooperation and consultation with LCFWASA and representatives of all Parties.

B. Design Phase. The design phase of the Project will be funded as set forth in Article IV, "Funding," and managed by CFPUA. All Parties will serve as equal partners during in the design phase and at design progress meetings for the Project. Brunswick, LCFWASA, CFPUA, and Pender shall have the right to comment on Design and Scope of Work to ensure final design is in keeping with industry accepted standards and specifications.

C. Construction Phase. The construction phase of the Project will be funded as set forth in Article IV, "Funding," and managed by CFPUA. Construction bid results and professional and other services contracts, including but not limited to administration, will be presented to the Parties for review and approval prior to award.

VI. LCFWASA Responsibilities

A. Ownership of System Improvements. LCFWASA shall be the owner of the System Improvements. In consideration for their respective contributions, CFPUA and Pender shall have perpetual rights for the use and benefit of the constructed System Improvements and the water allocations set forth in Article III, "Capacity Allocation." Nothing contained herein shall prevent CFPUA, Pender, or Brunswick from selling all or a portion of their water allocation.

B. Operation and Maintenance. LCFWASA will be responsible for operation, maintenance, and repair of the System Improvements once constructed.

C. Real Estate. Prior to commencement of the construction work on the Project, LCFWASA shall obtain all permanent easements, temporary easements, and/or licenses necessary to accommodate and permit the performance of the Project work. LCFWASA shall consult with CFPUA and Pender County on all matters related to any condemnation proceeding undertaken. In the event that LCFWASA is required to obtain additional permanent easements, temporary easements, and/or licenses necessary to accommodate and permit the performance of the Project work, all costs, fees and expenses associated with obtaining any such additional permanent easements, temporary easements and/or licenses shall be shared among the Parties based upon the cost share percentage chart set forth in Section IV.B.1, or if applicable, the reallocated cost share percentage chart set forth in Section IV.D.2.

D. LCFWASA will be responsible for securing and/or executing such agreements and instruments as necessary to memorialize in the land records their respective ownership interests in any properties.

E. Permits. Prior to commencement of the construction work on the Project, LCFWASA and/or the Contractor shall obtain and secure all permits, approvals, authorizations, licenses, certificates, encroachments, and consents from all public and governmental authorities which are necessary for the performance and completion of the Project.

F. ARPA Compliance. LCFWASA shall comply with the requirements of the Coronavirus State Fiscal Recovery Fund ("State Fiscal Recovery Fund") (S.L. 2021-180), established pursuant to Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2, all conditions of Sections 602 and 603 of the Social Security Act, guidance issued by Treasury regarding the foregoing, and the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the Uniform Guidance), 2 CFR 1, Chapter II, Part 200, et al. Attached hereto and incorporated herein as Exhibit A to this Agreement is the Coronavirus State and Local Fiscal Recovery Funds Addendum.

VII. CFPUA Responsibilities

A. Project Management. Upon execution of this Agreement, CFPUA shall serve as the Project Manager, authorized to act on LCFWASA's behalf with respect to the Project.

B. Administration and Inspection of the Work. Upon award of the Contract, CFPUA shall be responsible for the construction administration, inspection, and materials testing required for the Project. LCFWASA, CFPUA, and Pender shall have the right to inspect all work at any time during construction. Monthly Progress meetings will be conducted at 235 Government Center Drive with the Contractor and all parties will be invited to attend. Submittals, RFI's, Progress Schedule, and Pay Applications will be reviewed and approved by the Contractor and CFPUA. Work Change Directives (WCD) and Change Orders to the Contract shall be reviewed by the Owner's Advisor and CFPUA. CFPUA and Owner's Advisor shall make a recommendation for the change of Project's Scope of Work to LCFWASA and Pender and receive approval from LCFWASA, CFPUA, and Pender before approving additional scope and/or cost to the Contract. Upon completion of construction, CFPUA shall provide as-built construction drawings to all Parties (digital and one set of drawings).

C. Prompt Payment. To pay its proportionate share of Project costs in a timely manner to LCFWASA upon notice and invoice of the same.

D. Prompt Review. To promptly provide comment on Design and Scope of Work to ensure final design is in keeping with industry accepted standards and specifications.

VIII. PENDER Responsibilities

A. Prompt Payment. To pay its proportionate share of Project costs in a timely manner to LCFWASA upon notice and invoice of the same.

B. Prompt Review. To promptly provide comment on Design and Scope of Work to ensure final design is in keeping with industry accepted standards and specifications.

IX. Project Costs.

A. Design Costs. The Parties will pay all design costs associated with design, for the System Improvements as set forth in Article IV, "Funding."

B. Construction Project Costs. Construction Project Costs include construction costs, construction engineering administration, observation and inspection fees, and costs associated with quality assurance testing. Final construction costs will be based on actual installed quantities. To the extent that any work conditions require mitigation or other work, the Parties will determine the responsibility for such costs in good faith, using commercially reasonable judgment, and as set forth in Article IV, "Funding."

C. Project Management Fee**.** CFPUA will assign a project manager to provide project management and administration services necessary through final completion of construction associated with the System Improvements. LCFWASA and Pender agree to reimburse to CFPUA direct project management cost within 60 days of award of a construction contract after being invoiced by CFPUA. Each party's share is based on its pro-rata allocation and a CFPUA Senior Project Manager annual salary including benefits of $156,304.35 for a period of thirty months $390,760.87, as follows:

Agency	Allocation (%)	Cost Share (Dollars)
Brunswick	0	0
LCFWASA	0.04	15,630.41
Pender	0.13	50,798.91

D. Owner's Advisor. LCFWASA may select an Owner's Advisor to provide administrative services and to which it may assign any of its duties and responsibilities under the Agreement.

E. Construction claims. Any claims for this Project shall be considered a Project Cost and included in the Construction Project Costs as defined herein.

F. Invoicing and Reimbursement. CFPUA shall require the contractor to submit monthly invoices for completed work in accordance with the Contract. Upon verification of completed units of work by CFPUA, progress payments to the contractor or other vendors will be issued. CFPUA will invoice the Parties for their portion of completed Project costs. Copies of all approved Contract pay requests, invoices and other Project Cost documentation will be provided with each invoice to document completed work. The Parties shall submit to CFPUA their portion of completed Project Costs within thirty (30) days of the receipt thereof. Actual Project Costs shall be proportionally shared by the Parties as set forth in Article IV, "Funding."

X. Termination and Suspension.

A. This Agreement shall terminate upon contractor's final completion, engineer's certification and owners acceptance of the infrastructure improvements under the Project; provided however, those provisions contained herein which are necessarily intended to have perpetual effect shall be deemed to survive the termination date.

B. Termination for Cause. Any party may terminate this Agreement for cause if another party materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice describing the breach in reasonable detail.

C. Non-Appropriation. In the case of non-appropriation by the governing board of any Party, then this Agreement shall automatically expire without penalty to any party.

D. Cancellation. Should LCFWASA, CFPUA, and/or Pender elect not to proceed with construction of the System Improvements after execution of this Agreement and prior to award of the 100 percent design and construction contract to the design builder, said party or parties shall be liable for all costs incurred through the date of cancellation of the Project by the other parties including but not limited to any costs associated with construction contract claims.

XI. General Provisions.

A. Mutual Cooperation. The Parties agree to mutually cooperate to meet their mutual goals and objectives as set forth herein and, specifically, in achieving completion of the Project.

B. Dispute Resolution. In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction.

C. Enforcement. It is recognized that the Parties' remedies at law may not be adequate in the event of a breach of this Agreement. Accordingly, specific performance of this Agreement is a proper remedy in the event of a breach or default.

D. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement, or condition.

E. Applicable Law. All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Agreement shall be New Hanover County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Southern Division.

F. No Waiver of Sovereign or Governmental Immunity. Nothing in this Agreement shall be construed to mandate purchase of insurance by any Party to this Agreement; or to in any other way waive any Party's defense of sovereign or governmental immunity to any cause of action alleged or brought against a Party if otherwise available as a matter of law.

G. No Waiver of Qualified Immunity. No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution or implementation of this Agreement, or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

H. Notices**.** Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement. Any communication under this Agreement will be sufficiently given and deemed given when delivered by hand, by confirmed electronic mail, by Federal Express or similar express delivery service, or on the date shown on a certified mail delivery receipt, when addressed as follows:

If to LCFWASA: Lower Cape Fear Water and Sewer Authority (LCFWASA)
Tim Holloman, Executive Director
1107 New Pointe Blvd., Suite 17
Leland, NC 28451

With a copy to:	Matthew A. Nichols, General Counsel LCFWASA Law Office of Matthew A. Nichols 3205 Randall Parkway, Suite 104 Wilmington, NC 28403
If to CFPUA:	Cape Fear Public Utility Authority (CFPUA) Kenneth Waldroup, Executive Director 235 Government Center Drive Wilmington, NC 28403
With a copy to:	Linda Miles, General Counsel CFPUA 235 Government Center Drive Wilmington, NC 28403
If to Pender County:	County Manager Pender County 805 S. Walker Street Burgaw, NC 28425
With a copy to:	County Attorney Pender County 805 S. Walker Street Burgaw, NC 28425
If to Brunswick County:	County Manager Brunswick County 30 Government Center Drive NE Bolivia, NC 28422
With a copy to:	County Attorney Brunswick County 30 Government Center Drive NE Bolivia, NC 28422

Any addressee may designate additional or different addresses for communications by notice given under this Section to the other party.

I. Severability. If any section, subsection, paragraph, sentence, clause phrase or portion of this is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions hereof.

J. Amendments**.** This Agreement constitutes the entire agreement between the Parties with respect to its general subject matter. This Agreement may not be changed except by subsequent written agreement, consented to and duly executed by all Parties.

DRAFT

K. Assignments; Binding Effect. No party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other party. Subject to the specific provisions of this Agreement, this Agreement will be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

L. Time. Time is of the essence for this Agreement and each of its provisions.

M. No Third-Party Beneficiaries. There are no entities which are, or which are intended as, third-party beneficiaries of this Agreement.

N. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.

O. Complete Agreement; Exhibits. This Agreement is the complete and exclusive understanding and agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior agreements, understandings, and communications, oral or written, between the Parties regarding the subject matter of this Agreement. Specifically referenced in this Agreement are the following Exhibits:

- **Exhibit A: Coronavirus State and Local Fiscal Recovery Funds Addendum**

In cases of conflict between this Agreement and any of the above attachments, the terms of this Agreement shall prevail.

[**REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES FOLLOW**]

DRAFT

IN WITNESS WHEREOF, the Boards or Council of the respective parties have approved this Agreement and have caused it to be signed by the Chairperson or Mayor and attested to by the Secretary or Clerk, as of the year and day first written above.

This, the _____ day _____, 2022.

CAPE FEAR PUBLIC UTILITY AUTHORITY

(SEAL) By: _____

_____, Chairperson

ATTEST:

_____
Secretary

This instrument has been pre-audited in the manner required by the Local Government Budget

and Fiscal Control Act this the ____ day of _____, 2022.

_____
Authority Finance Officer

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally appeared before me this day and acknowledged that he is the Secretary of the CAPE FEAR PUBLIC UTILITY AUTHORITY, a North Carolina body politic and corporate, and that by authority duly given and as the act of the Authority, the foregoing instrument was signed in its name by its Chairperson, sealed with its corporate seal and attested by its Secretary.

WITNESS my hand and notarial seal, this _____ day of _____, 2022.

_____
Notary Public

My Commission Expires:

_____ (Seal)

LOWER CAPE FEAR WATER AND SEWER AUTHORITY

(SEAL) By: _____

_____, Chairperson

ATTEST:

_____
Secretary

This instrument has been pre-audited in the manner required by the Local Government Budget

and Fiscal Control Act this the ____ day of _____, 2022.

_____
Authority Finance Officer

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally appeared before me this day and acknowledged that he is the Secretary of the LOWER CAPE FEAR WATER AND SEWER AUTHORITY, a North Carolina body politic and corporate, and that by authority duly given and as the act of the Authority, the foregoing instrument was signed in its name by its Chairperson, sealed with its corporate seal and attested by its Secretary.

WITNESS my hand and notarial seal, this _____ day of _____, 2022.

_____
Notary Public

My Commission Expires:

_____ (Seal)

DRAFT

PENDER COUNTY

(COUNTY SEAL) By: _____

_____, Manager

ATTEST:

_____
County Clerk

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

_____
County Finance Officer

DRAFT

BRUNSWICK COUNTY

(COUNTY SEAL) By: _____

_____, Manager

ATTEST:

_____
County Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the ____ day of _____, 2022.

_____
County Finance Officer

DRAFT

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this "Addendum") is entered into by and between LOWER CAPE FEAR WATER & SEWER AUTHORITY (hereinafter, "LCFWASA"), a water and sewer authority organized under North Carolina General Statute Chapter 162A; CAPE FEAR PUBLIC UTILITY AUTHORITY (hereinafter, "CFPUA"), a water and sewer authority organized under North Carolina General Statute Chapter 162A; BRUNSWICK COUNTY, a political subdivision of the State of North Carolina (hereinafter, "Brunswick"); and PENDER COUNTY, a political subdivision of the State of North Carolina (hereinafter, "Pender"), collectively hereinafter referred to as the "Parties," and forms an integral part of the Agreement (as defined in Section I hereof).

RECITALS

WHEREAS, LCFWASA has received as a Recipient a payment from the Coronavirus State Fiscal Recovery Fund ("State Fiscal Recovery Fund") or Coronavirus Local Fiscal Recovery Fund ("Local Fiscal Recovery Fund" and, together with the State Fiscal Recovery Fund, the "Fiscal Recovery Funds") established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("ARPA"); and

WHEREAS, LCFWASA intends to pay, in part or in whole, for the cost of the Agreement (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, LCFWASA must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury ("Treasury") governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the "Regulatory Requirements"); and

WHEREAS, pursuant to the Regulatory Requirements, LCFWASA must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, LCFWASA must include within the Agreement applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, LCFWASA shall not enter into the Agreement, the Contract or make any distributions of funds to the Contractor using monies from the Fiscal Recovery Funds absent Contractor's agreement and adherence to each term and condition contained herein.

NOW THEREFORE, LCFWASA, in consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, agrees as follows:

I. Definitions

A. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.

1. "Agreement" shall mean the INTERLOCAL AGREEMENT REGARDING RAW WATER PIPELINE SYSTEM IMPROVEMENTS between LCFWASA, CFPUA, Brunswick County, and Pender County, to which this Addendum is attached and incorporated in full.

2. "ARPA" shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.

3. "Administering Agency" shall have the meaning specified in 41 C.F.R. § 60-1.3.

4. "Applicant" shall mean LCFWASA and in the alternative have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.").

5. "Construction Work" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.").

6. "Contract" shall mean the legal instrument by which LCFWASA as a Recipient shall purchase from a Contractor such services needed to carry out the Project under the federal award that is the subject of the Agreement, and of which this Addendum constitutes an integral part.

7. "Contractor" for purposes of this Addendum shall mean the entity selected as contractor and has received a Contract from LCFWASA under the terms of the Agreement.

8. "Federally Assisted Construction Contract" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.").

9. "Government" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he government of the United States of America.").

10. "Laborer" or "Mechanic" shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: ("The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.").

11. "LCFWASA" shall have the meaning indicated in the preamble to this Addendum.

12. "Recipient" shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.

13. "Subcontract" shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.

14. "Subcontractor" shall mean an entity that receives a Subcontract.

15. "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

II. Equal Employment Opportunity

A. As the Contract is a Federally Assisted Construction Contract exceeding $10,000, during the performance of this Contract, any Contractor selected shall be subject to the following conditions:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed, and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Since the parties to the Agreement are local government agencies, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

9. LCFWASA agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractor and any Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.

10. LCFWASA further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, LCFWASA agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

III. Copeland "Anti-Kickback" Act

A. The Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland ''Anti- Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ''Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. LCFWASA shall report all suspected or reported violations to Treasury.

IV. Davis-Bacon Act

A. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Davis-Bacon Act, as amended (40 U.S.C. 3141–3148).When required by Federal program legislation, all prime construction contracts in excess of $2,000 must comply with the Davis-

Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction'').

V. Contract Work Hours and Safety Standards Act

A. *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. *Violation; Liability for Unpaid Wages; Liquidated Damages*. In the event of any violation of the clause set forth in Section V.A. (*Overtime Requirements*), above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section V.A. (*Overtime Requirements*), above, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section V.A. (*Overtime Requirements*), above.

C. *Withholding for Unpaid Wages and Liquidated Damages*. LCFWASA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section V.B. (*Violation; Liability for Unpaid Wages; Liquidated Damages*) of this section.

D. *Subcontracts*. The Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections V.A. through V.D. and a clause requiring Subcontractors to include these clauses in any lower-Tier Subcontracts. Contractor shall be responsible for compliance by any first-Tier Subcontractor or lower-Tier Subcontractor with the clauses set forth in Sections V.A. through V.D.

E. *Payroll and Records*. Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for

inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

F. *Exceptions*. None of the requirements of Section V of this Addendum shall apply if the Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than $100,000.

VI. Rights to Inventions Made Under a Contract or Agreement

A. The Government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

B. Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

C. Unless prohibited by North Carolina law, upon request by the Government, LCFWASA will require the Contractor to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.

D. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

VII. Clean Air Act and Federal Water Pollution Control Act

A. *Clean Air Act*. LCFWASA agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The selected Contractor shall report each violation to LCFWASA and LCFWASA will, in turn, report each violation as required to Treasury and the appropriate Environmental Protection Agency Regional Office. The Contractor shall include these requirements in each Subcontract exceeding $150,000 financed, in whole or in part, with federal assistance provided by Treasury.

B. *Federal Water Pollution Control Act.* LCFWASA agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The selected Contractor shall report each violation to LCFWASA and

LCFWASA will, in turn, report each violation as required to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. The Contractor shall include these requirements in each Subcontract exceeding $150,000 financed, in whole or in part, with federal assistance provided by Treasury.

VIII. Debarment and Suspension

A. Due to its receipt of Fiscal Recovery Funds, LCFWASA is a participant in a non-procurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, the Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to $25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).

B. If this Contract is a covered transaction as set forth in Section VIII.A., above, Contractor shall certify as of the date of execution of the Contract that Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and any affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) the Contract shall be void, (2) LCFWASA shall not make any payments of federal financial assistance to Contractor, and (3) LCFWASA shall have no obligations to Contractor under the Contract.

C. The Contractor must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters. This certification is a material representation of fact relied upon by LCFWASA, and all liability arising from an erroneous representation shall be borne solely by the Contractor.

D. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to LCFWASA, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

IX. Byrd Anti-Lobbying Amendment

A. The Contractor shall certify to LCFWASA, and shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The selected Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non–federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the LCFWASA, which will, in turn, forward the certification(s) to Treasury. Contractor shall cause the language of this Section IX.A. to be included in all Subcontracts. This certification is a

material representation of fact upon which LCFWASA has relied when entering into the Contract, and all liability arising from an erroneous representation shall be borne solely by the Contractor.

B. Any Contractor that bids or applies for a contract exceeding $100,000 (including the Contract, if applicable) also must file with LCFWASA the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

C. Any Subcontractor to the Contract with a Subcontract (at any Tier) exceeding $100,000 shall file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

X. Procurement of Recovered Materials

A. Section X.B. shall apply if (1) the Contract involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds $10,000 or (2) the total value of such designated items acquired during LCFWASA's preceding fiscal year exceeded $10,000.

B. All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XI. Domestic Preferences for Procurements

A. For purposes of this Section XI, the terms below are defined as follows:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.

2. "Manufactured Products" means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

B. As applicable, and to the extent consistent with law, LCFWASA and the selected Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other Manufactured Products. The Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.

XII. Solicitation of Minority and Women-Owned Business Enterprises

A. If the selected Contractor intends to let any Subcontracts, LCFWASA shall require that the Contractor (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

B. For the purposes of Section XII.A., an entity shall qualify (1) as a "minority business" or "women's business enterprise" if it is currently certified as a North Carolina "historically underutilized business" under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

XIII. Access to Records

A. LCFWASA, the selected Contractor, and the parties to the Agreement will provide the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigations. Any of the foregoing parties may reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

B. LCFWASA agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Agreement and/or Contract.

XIV. Conflicts of Interest; Gifts and Favors

A. LCFWASA will use Fiscal Recovery Funds to pay for the cost of this Contract and (2) the expenditure of Fiscal Recovery Funds is governed by the LCFWASA Conflict of Interest Policy, any Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C.G.S. §§14-234(a)(1) and -234.3(a)).

B. The selected Contractor shall certify to LCFWASA that as of the date of execution of the Contract, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of LCFWASA or any party to the Agreement involved in the selection, award, or administration of the Contract (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Contractor. Should the Contractor obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date thereof, Contractor shall promptly disclose the same to LCFWASA in writing.

C. The selected Contractor shall certify to LCFWASA that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of LCFWASA. Should the Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date thereof, Contractor shall promptly disclose the same to LCFWASA in writing.

XV. Assurances of Compliance with Title VI of the Civil Rights Act of 1964

A. The selected Contractor and any Subcontractor, or the successor, transferee, or assignee of the Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq*.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq*., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

XVI. Other Non-Discrimination Statutes

A. LCFWASA is bound by and agrees, to the extent applicable to the selected Contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:

1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq*.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

XVII. Miscellaneous

A. *Increasing Seat Belt Use in the United States*. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), LCFWASA shall encourage the selected Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

B. *Reducing Text Messaging While Driving*. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), LCFWASA shall encourage the selected Contractor to adopt and enforce policies that ban text messaging while driving.

XVIII. Conflicts and Interpretation

A. To the extent that any portion of this Addendum conflicts with any term or condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

LOWER CAPE FEAR WATER & SEWER AUTHORITY:

By: _____

Name: _____

Title: _____

DRAFT

DRAFT

ATTACHMENT 1
TO
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM
APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

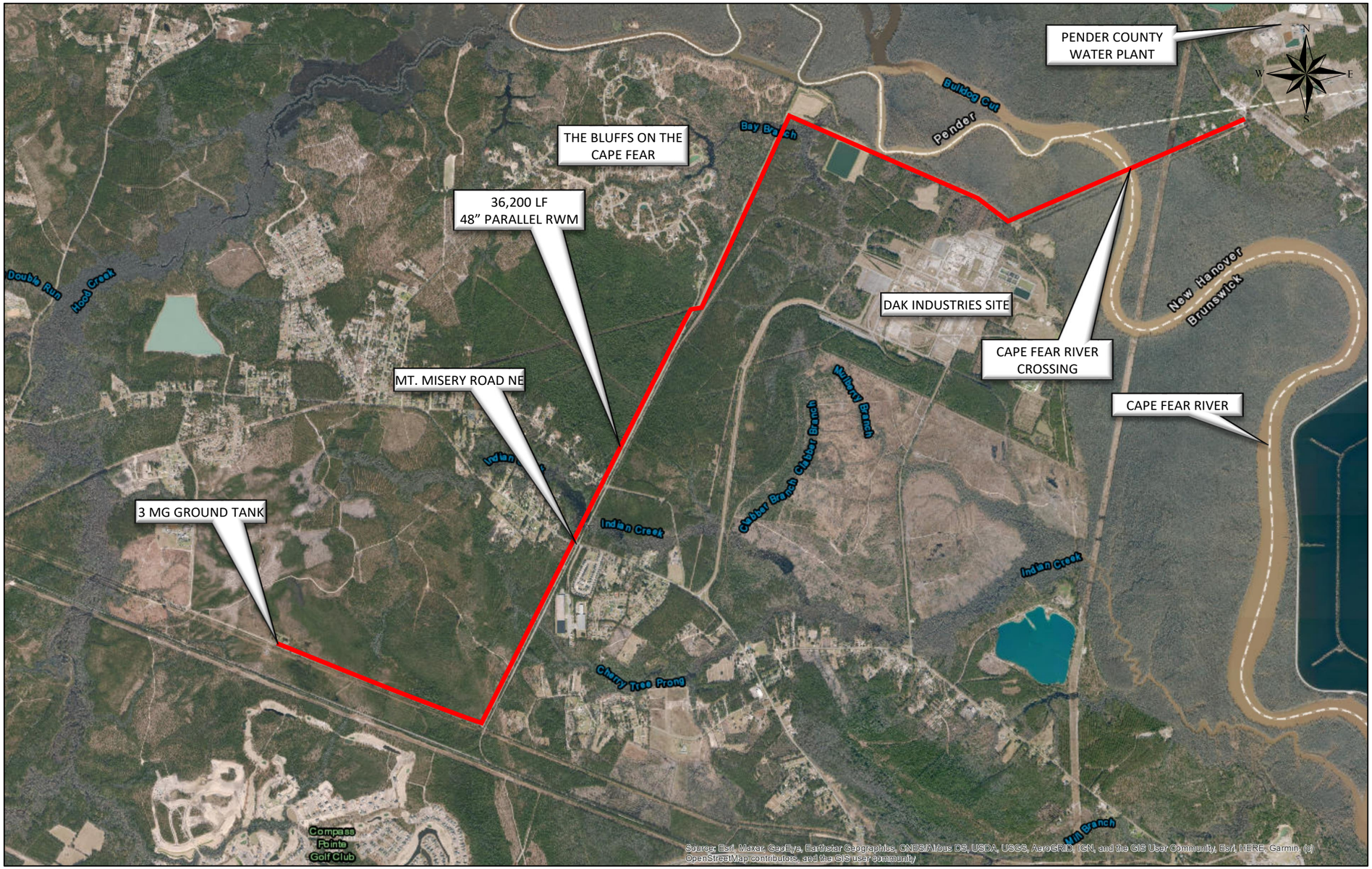
The Contractor, _____, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

DRAFT



McKIM&CREED
ENGINEERS SURVEYORS PLANNERS

LOWER CAPE FEAR WATER & SEWER AUTHORITY

OPTION 2
CONSTRUCT 48-INCH RWM BEGINNING AT 3 MG
RAW TANK TO PENDER VAULT

EXHIBIT 2

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 Johnson	First Jared	M.I. L	Date 12/20/22
Physical Address 401 N Whitehouse Avenue		Apartment/Unit #	
City Atkinson	State NC	ZIP 28421	
Mailing Address (if different from above) PO Box 1008			
City Burgaw	State NC	ZIP 28425	
Home Phone 910-604-0978	Work Phone	E-mail Address 1 jleejohnson12@icloud.com	
Fax Number		E-mail Address 2	
Board Interest(s) Voluntary Agricultural District Board			
How long have you been a resident of Pender County? 33 Years			

EDUCATION								
High School Harrells Christian Academy					Location Harrells, NC			
From	2003	To	2007	Did you graduate?	YES ☑	NO ☐		
College	North Carolina State University				Location Raleigh, NC			
From	2007	To	2011	Did you graduate?	YES ☑	NO ☐	Degree BS- Ag Business Management	
Other					Location			
From		To		Did you graduate?	YES ☐	NO ☐	Degree	

EMPLOYMENT HISTORY		
Current Employment	Farmer/ Real Estate Appraiser	Job Title
Responsibilities		
Previous Employment		Job Title
Previous Employment		Job Title
Previous Employment		Job Title

COMMUNITY INVOLVEMENT
Please list current and past membership in civic or other organizations and offices held:

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).
✔		I previously served on the Pender County Voluntary Agricultural District Board for several years.

State reasons why you feel qualified for this appointment(s):

My work experience and knowledge of real estate and agriculture make me qualified for this appointment.

MILITARY SERVICE

Branch	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.

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	Date
Jared L Johnson	12/20/22

Submit Form by Email

Pender County
Consideration of Reappointment of Planning Board Members

TO:	Board of County Commissioners
FROM:	Justin Brantley
DATE:	January 17, 2023
SUBJECT:	Consideration of Reappointment of Planning Board Members

SUMMARY:
The County Clerk advertises vacancies on boards, commissions, committees, task forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply of their own free will.

Delva Jordan has served two terms on the Planning Board representing the Business position and is seeking reappointment. Mr. Jordan was recently reappointed as the Chairman of the Planning Board. Mr. Jordan's application is attached for the Board's review. If approved, this appointment will be for three years, with term to expire January 31, 2026.

Damien Buchanan has served one term on the Planning Board representing the At-large position and is seeking reappointment. Mr. Buchanan was recently reappointed as the Vice-Chairman of the Planning Board. Mr. Buchanan's application is attached for the Board's review. If approved, this appointment will be for three years, with term to expire January 31, 2026.

Jeffrey Pitts has served one term on the Planning Board representing the Professional position and is seeking reappointment. Mr. Pitts's application is attached for the Board's review. If approved, this appointment will be for three years, with term to expire January 31, 2026.

Jeff Beaudoin has served one term on the Planning Board representing the Technical position and is seeking reappointment. Mr. Beaudoin's application is attached for the Board's review. If approved, this appointment will be for three years, with term to expire January 31, 2026.

ACTION REQUESTED:
The Board is requested to consider approving four reappointments to the Pender County
Planning Board.

ATTACHMENTS:
1. Delva Jordan Application
2. Damien Buchanan
3. Jeffrey Pitts
4. Jeff Beaudoin

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 JORDAN Jr	First DELVA	M.I. J	Date 01-04-2023
Physical Address 6290 Stag Park Rd		Apartment/Unit #	
City Burgaw	State N.C.	ZIP 28425	
Mailing Address (if different from above)			
City	State	ZIP	
Home Phone 910 259 5218	Work Phone 910 231 9501	E-mail Address 1 jordandelva@aol.com	
Fax Number		E-mail Address 2	
Board Interest(s) Planning			
How long have you been a resident of Pender County? 58 ~~years~~ Years			

EDUCATION

High School Pender High				Location Burgaw NC		
From 1980	To 1983	Did you graduate?		YES ☑	NO ☐	
College UNCW				Location Wilmington NC		
From 1983	To 1985	Did you graduate?		YES ☐	NO ☑	Degree
Other				Location		
From	To	Did you graduate?		YES ☐	NO ☐	Degree

EMPLOYMENT HISTORY

Current Employment	Self Employed	Job Title	owner/operator
Responsibilities	Roofing Contractor/General Contractor		
Previous Employment		Job Title	
Previous Employment		Job Title	
Previous Employment		Job Title	

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Chairman Pender Co Planning Board

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). Planning Board 6 years

State reasons why you feel qualified for this appointment(s):

Experience and love of Pender Co. and its Residents

MILITARY SERVICE

Branch	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.

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	Date Jan 4 2023

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: BUCHANAN	First: DAMIEN	M.I.: V	Date: 01-04-2023
Physical Address: 449 ATKINSON POINT RD.		Apartment/Unit #:	
City: SURF CITY	State: NC	ZIP: 28445	
Mailing Address (if different from above):			
City:	State:	ZIP:	
Home Phone: 910.338.7779	Work Phone:	E-mail Address 1: DAMIEN@CADENCEREALTY.COM	
Fax Number:	E-mail Address 2:		
Board Interest(s): PENDER COUNTY PLANNING BOARD			
How long have you been a resident of Pender County? 3-4 YEARS			

EDUCATION

High School: JEFFERSON FOREST HIGH		Location: FOREST VA	
From: 92	To: '98	Did you graduate? YES ✓ NO ☐	
College: HAMPDEN SYDNEY COLLEGE		Location: HAMPDEN-SYDNEY VA	
From: 98	To: '02	Did you graduate? YES ✓ NO ☐	Degree: BA HISTORY
Other: UNCW		Location: WILMINGTON NC	
From: 04	To: '06	Did you graduate? YES ✓ NO ☐	Degree: MBA

EMPLOYMENT HISTORY

Current Employment	CADENCE REALTY CORP	Job Title: REAL ESTATE BROKER
Responsibilities		
Previous Employment	NHRMC HOME CARE (PENDER)	Job Title: ACCOUNT EXECUTIVE
Previous Employment		Job Title
Previous Employment		Job Title

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

PENDER COUNTY PLANNING BOARD - CURRENT
SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION - PENDER REP.
SURF CITY BEAUTIFICATION & ENHANCEMENT COMMITTEE
TOPSAIL BASEBALL CLUB BOARD MEMBER & LITTLE LEAGUE COACH
CAPE FEAR REALTOR PAST MEMBER - GOVT AFFAIRS COMMITTEE
PAST MEMBER - NEW HANOVER CO NON-COUNTY AGENCY FUNDING COMMITTEE - NHC BOARD

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES ☑	NO ☐	If yes, explain (including length of service).
		Pender County Planning Board - 3 years. Current. Vice Chair Southeastern Economic Development Commission. Current Surf City Beautification & Enhancement Committee. Current NHC ~~County~~ Non County Agency Funding Committee - Past

State reasons why you feel qualified for this appointment(s):

- Current Manager
- Real Estate Development, Construction, Planning Experience
- Strong Understanding of Real Estate/Land Use Concepts & Best Practices & Trends.

MILITARY SERVICE

Branch	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.

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	Date
[signature]	1/4/23

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 Pitts	First Jeffrey	M.I W	Date 01-04-2023
Physical Address 2015 Oyster Catcher Dr		Apartment/Unit #	
City Hampstead	State NC	ZIP 28443	
Mailing Address (if different from above)			
City	State	ZIP	
Home Phone	Work Phone 910-619-0196	E-mail Address 1 iwp0296@gmail.com	
Fax Number		E-mail Address 2	
Board Interest(s) Planning Board			
How long have you been a resident of Pender County? 18 years			

EDUCATION							
High School	Hoggard HS				Location	Wilmington NC	
From	94	To	98	Did you graduate?	YES ☑	NO ☐	
College	UNCW				Location		
From	98	To	00	Did you graduate?	YES ☐	NO ☑	Degree
Other					Location		
From		To		Did you graduate?	YES ☐	NO ☐	Degree

EMPLOYMENT HISTORY			
Current Employment	Self Employed	Job Title	Building Contractor
Responsibilities	Manage building & Developement projects		
Previous Employment		Job Title	
Previous Employment		Job Title	
Previous Employment		Job Title	

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Planning Board 2020 - Present

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). Planning Board 2020 - Present

State reasons why you feel qualified for this appointment(s):

Building / Developing Experience
3 years planning board

MILITARY SERVICE

Branch —	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.

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	Date 1/4/2023

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: Beaudoin	First: Jeff	M.I.: J	Date: 01-04-2023
Physical Address: 104 Olde point Loop		Apartment/Unit #:	
City: Hampstead	State: NC	ZIP: 28443	
Mailing Address (if different from above): P.O. Box 538			
City: Hampstead	State: NC	ZIP: 28443	
Home Phone: 910-547-3781	Work Phone: 910-547-3781	E-mail Address 1: JJBeaudoin@msn.com	
Fax Number:		E-mail Address 2:	
Board Interest(s):			
How long have you been a resident of Pender County? 14+ years			

EDUCATION

High School: RHAM High School				Location: Hebron CT		
From: —	To: 1985	Did you graduate?	YES ☒	NO ☐		
College: University of CT				Location: Storrs CT.		
From: 1986	To: 1990	Did you graduate?	YES ☒	NO ☐	Degree: Finance, Real Estate	
Other:				Location:		
From:	To:	Did you graduate?	YES ☐	NO ☐	Degree:	

EMPLOYMENT HISTORY

Current Employment	Avaya	Job Title	Customer Success Director
Responsibilities	Manage all Strategic Accounts.		
Previous Employment	SAP	Job Title	Global Support Director
Previous Employment	Bank of Boston	Job Title	Commercial Lender
Previous Employment		Job Title	

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

- Coach youth soccer, Basketball T-ball (YMCA)
- Donated lighting for Kiwanis Park.

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). (1) – Planning Board. (2) – Community Impact Realty NOW Profit – Director. (3) President of Brunderee Property owners (past)

State reasons why you feel qualified for this appointment(s):

- I bring a technology and finance background
- I have also developed multiple parcels of land within Pender County.

MILITARY SERVICE

Branch	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.

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	Date 1/4/22

Pender County
Reappointment of two members of Board of Adjustment

TO:	BOCC
FROM:	Justin Brantley
DATE:	January 17, 2023
SUBJECT:	Reappointment of two members of Board of Adjustment

SUMMARY:
Two currently serving members of the Board of Adjustment have terms expiring In January 2023 and both have indicated an interest in serving again.
No other applications were received for the positions.
1. Max Kipfer was appointed 1/4/2021 and has served one term. He is District 1.
2. Jeffrey Snider is an alternate and was appointed 1/4/2021 and has served one term.
Both have submitted applications to serve another term.

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION			
Last Name Kipfer	First Max	M.I. R.	Date 12-29-2022
Physical Address 460A N. Anderson Blvd		Apartment/Unit #	
City Topsail Beach	State NC	ZIP 28445	
Mailing Address (if different from above)			
City	State	ZIP	
Home Phone (703) 395-2070	Work Phone	E-mail Address 1 maxkipfer@gmail.com	
Fax Number		E-mail Address 2	
Board Interest(s) BOA			
How long have you been a resident of Pender County? 5			

EDUCATION							
High School Dundee HS					Location Dundee		IL
From	1972	To	1975	Did you graduate?	YES ☑	NO ☐	Diploma
College	Valparaiso Universary				Location Valparaiso		IN
From	1975	To	1979	Did you graduate?	YES ☑	NO ☐	Degree Bachelors Degree
Other					Location		
From		To		Did you graduate?	YES ☐	NO ☐	Degree

EMPLOYMENT HISTORY			
Current Employment	Hotwire Communications	Job Title	Executive - Consumer Insight
Responsibilities	Track, measure & report on consumer feedback. Advise and implement policy and procedural changes to ...		
Previous Employment	Connexion Technologies	Job Title	EVP - Client Relations
Previous Employment	Maxco, LLC	Job Title	Consultant
Previous Employment	Benchmark Communications	Job Title	COO

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:
-Crane Point HOA, Hampstead, NC - 3 years HOA Board Member.
-Bunn Lake, NC POA - 12 years. 6 as president, 1 as VP, 5 as Treasurer.
-Loudoun County, VA - Commissioner Economic Development Board.
-Loudoun County, VA - Loudoun Education Foundation President.
-Leesburg, VA - Rotarian
Leesburg, VA - President YMCA Board, Member YMCA Board Metropolitan Washington, DC.
-Washington DC. Founder and President, FOCUS National trade association fiber optic industry....

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?		
YES ☑	NO ☐	If yes, explain (including length of service). Pender County Board of Adjustment - 2 years as Board Chair

State reasons why you feel qualified for this appointment(s):

In addition to my extensive career in which I was very involved with county/municipal officials and staff, I have been serving on the Pender County Board of Adjustment for 2 years. I have been Chairman since my first meeting.

MILITARY SERVICE

Branch None	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 very much enjoy serving my community and giving back where I can. I have enjoyed the last two years on the BOA. My fellow board members re-elected me as Chair for a 3rd year pending my reappointment.

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	Date

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 Kipfer	First Max	M.I. R.	Date 12-29-2022
Physical Address 460A N. Anderson Blvd		Apartment/Unit #	
City Topsail Beach	State NC	ZIP 28445	
Mailing Address (if different from above)			
City	State	ZIP	
Home Phone (703) 395-2070	Work Phone	E-mail Address 1 maxkipfer@gmail.com	
Fax Number		E-mail Address 2	
Board Interest(s) BOA			
How long have you been a resident of Pender County? 5			

EDUCATION							
High School Dundee HS					Location Dundee		IL
From	1972	To	1975	Did you graduate?	YES ☑	NO ☐	Diploma
College	Valparaiso Universary				Location Valparaiso		IN
From	1975	To	1979	Did you graduate?	YES ☑	NO ☐	Degree Bachelors Degree
Other					Location		
From		To		Did you graduate?	YES ☐	NO ☐	Degree

EMPLOYMENT HISTORY			
Current Employment	Hotwire Communications	Job Title	Executive - Consumer Insight
Responsibilities	Track, measure & report on consumer feedback. Advise and implement policy and procedural changes to ...		
Previous Employment	Connexion Technologies	Job Title	EVP - Client Relations
Previous Employment	Maxco, LLC	Job Title	Consultant
Previous Employment	Benchmark Communications	Job Title	COO

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:
-Crane Point HOA, Hampstead, NC - 3 years HOA Board Member.
-Bunn Lake, NC POA - 12 years. 6 as president, 1 as VP, 5 as Treasurer.
-Loudoun County, VA - Commissioner Economic Development Board.
-Loudoun County, VA - Loudoun Education Foundation President.
-Leesburg, VA - Rotarian
Leesburg, VA - President YMCA Board, Member YMCA Board Metropolitan Washington, DC.
-Washington DC. Founder and President, FOCUS National trade association fiber optic industry....

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?		
YES ☑	NO ☐	If yes, explain (including length of service). Pender County Board of Adjustment - 2 years as Board Chair

State reasons why you feel qualified for this appointment(s):

In addition to my extensive career in which I was very involved with county/municipal officials and staff, I have been serving on the Pender County Board of Adjustment for 2 years. I have been Chairman since my first meeting.

MILITARY SERVICE

Branch None	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 very much enjoy serving my community and giving back where I can. I have enjoyed the last two years on the BOA. My fellow board members re-elected me as Chair for a 3rd year pending my reappointment.

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	Date

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: SNIDER	First: JEFFREY	M.I.: L	Date: 12-29-2022
Physical Address: 319 PELICAN WALK		Apartment/Unit #:	
City: HAMPSTEAD	State: NC	ZIP: 28443	
Mailing Address (if different from above):			
City:	State:	ZIP:	
Home Phone: 5407614634	Work Phone:	E-mail Address 1: SNIDERJ5@YAHOO.COM	
Fax Number:		E-mail Address 2: SNIDERJ50@GMAIL.COM	
Board Interest(s): BOARD OF ADJUSTMENT			
How long have you been a resident of Pender County? 9 YRS			

EDUCATION

High School: MARION HIGH				Location: MARION, VA		
From: 66	To: 70	Did you graduate?	YES ☒	NO ☐		
College: UNIV OF RICHMOND				Location: RICHMOND, VA		
From: 70	To: 74	Did you graduate?	YES ☒	NO ☐	Degree: BS	
Other: UNIV OF ABERDEEN				Location: ABERDEEN, SCOTLAND		
From: 1970	To: 1970	Did you graduate?	YES ☐	NO ☒	Degree: SUMMER SESSION	

EMPLOYMENT HISTORY

Current Employment	RETIRED	Job Title	
Responsibilities			
Previous Employment	DIAL CORP	Job Title	SR. ACC'T BUSINESS MGR
Previous Employment	VA DEPT OF TAXATION	Job Title	INVESTIGATOR
Previous Employment		Job Title	

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

VOLUNTEER:
SHARE THE TABLE SURF CITY 4 YRS
WILSON CENTER CFCC 5 YRS
GOOD SHEPHERD CTR 2 YRS

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).
X		BOARD OF ADJUSTMENT 2 YRS

State reasons why you feel qualified for this appointment(s):

2 YRS EXPERIENCE BOARD OF Adjustment

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.
	X	

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).
X		BOARD OF Adjustment - SELF

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

CURRENT MEMBER BOARD OF ADJUSTMENT 2 YRS

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	Date
	12/29/22

Pender County
Appointment of Jerry Groves to serve on the Board of Equalization

TO:	BOCC
FROM:	David Andrews
DATE:	January 17, 2023
SUBJECT:	Appointment of Jerry Groves to serve on the Board of Equalization

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

TO:	BOCC
FROM:	David Andrews
DATE:	January 17, 2023
SUBJECT:	Renewal of Tamara Savage's term on the Novant Health Pender Medical Center Board

SUMMARY:
Ms. Savage has served two terms on the board. Her term expired December 31, 2022.

Pender County
Appointment for Tourism Development Authority

TO:	BOCC
FROM:	Tammy Proctor
DATE:	January 17, 2023
SUBJECT:	Appointment for Tourism Development Authority

SUMMARY:
To fill a vacancy for District 3. Dara Cook is with Vacasa and is interested in serving on the TDA.

Pender County
REZONE 2022-37

TO:	Board of Commissioners
FROM:	Justin Brantley
DATE:	January 17, 2023
SUBJECT:	REZONE 2022-37: Zoning Map Amendment of Two Tracts in the Long Creek Township from GB, General Business, to RP, Residential Performance.

SUMMARY:
Elloyd McIntire, applicant, on behalf of Grand Oaks Development, is requesting the approval of a Zoning Map Amendment to rezone two tracts totaling approximately .97 acres of land from GB, General Business zoning district to the RP, Residential Performance zoning district. The subject property is located south of NC Highway 210, approximately 60 feet southeast of the intersection of Pine Village Drive and NC Highway 210 in the Long Creek Township.

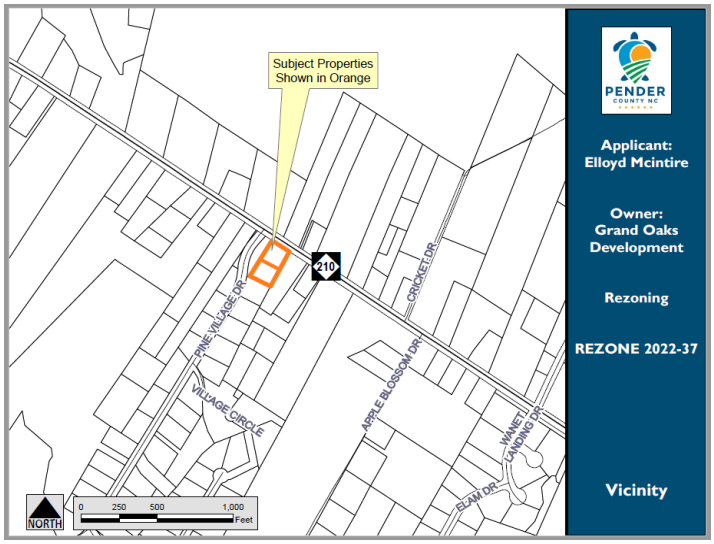
ACTION REQUESTED:
To hold a public hearing and consider the Zoning Map Amendment request

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Legal Description
5. Parcel Map
6. UDO - Table of Permitted Uses
7. Board Action Form

STAFF REPORT FOR REZONE 2022-37
ZONING MAP AMENDMENT APPLICATION

APPLICATION SUMMARY	
Case Number	REZONE 2022-37
Hearing Dates	November 1, 2022, Planning Board January 17, 2023, Board of Commissioners
Applicant	Elloyd McIntire
Property Owner(s)	Grand Oaks Development
Parcel Identification Numbers	3214-09-5485-0000 and 3214-09-5323-0000
Acreage	0.97
Township	Long Creek
Pender 2.0 Future Land Use Category	Low Density Residential

REZONING PROPOSAL
Elloyd McIntire, applicant, on behalf of Grand Oaks Development, is requesting the approval of a Zoning Map Amendment to rezone two tracts totaling approximately .97 acres of land from GB, General Business zoning district to the RP, Residential Performance zoning district.
LOCATION
The subject property is located south of NC Highway 210, approximately 60 feet southeast of the intersection of Pine Village Drive and NC Highway 210 in the Long Creek Township.



REZONING PROPOSAL

The applicant is proposing to rezone two lots that total approximately 0.97 acres from the GB, General Business zoning district to the RP, Residential Performance zoning district. The Residential Performance District allows for a variety of residential uses and densities with limited commercial activities as well as agritourism. Existing or new agricultural and farm uses shall be allowed on undeveloped land prior to development.

Because this is a general use rezoning, a conceptual plan is not included within the application. If approved, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the RP, Residential Performance zoning district. However, any future development of the site must comply with the standards of the RP, Residential Performance zoning district and is subject to review and approval by the Technical Review Committee (TRC) to ensure compliance with all applicable local, State, and Federal regulations.

Dimensional Requirements
As this is a general use rezoning, the standard setbacks in the RP, Residential Performance zoning district apply and are outlined in the table below. The dimensional standards are proposed to apply uniformly to all buildings and uses on the subject properties.

Minimum Setback (Residential Performance)	
Front	30’
Side	10’
Rear	25’
Corner	15’
Max. Height	35’
Structure Separation	30’

The minimum lot size in this district is 15,000 square feet, and the subject properties are compliant with this standard.

Allowable Uses
Because this is a general use rezoning, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the RP, Residential Performance zoning district. The table below provides a general list of typical developments permitted in the RP, Residential Performance zoning district. A comprehensive list of all uses from Section 5.2.3 of the UDO is included in Attachment 1.

	RA, Rural Agriculture
Residential Uses	≈ 7 uses by-right (Detached -Conventional, Attached: Duplex, Accessory Dwelling Unit, Manufactured home) ≈ 1 use w/ SUP (Cottage Occupation)
Commercial Uses	≈ 16 uses by-right (Solid Waste Collection Public, Public Administration, Bona fide Farm Purpose, Public Parks, etc.) ≈ 33 uses w/ SUP (Borrow Pit Sand Mining, Other electric Power Generation, Artisan Manufacturing, Food and Beverage Stores, Postal Service, Real Estate and Rental and Leasing, etc)

TRANSPORTATION INFRASTRUCTURE

Access

The subject properties have direct access to NC HWY 210 via a private right-of-way and access easement. NC HWY 210 is a NCDOT maintained Minor Arterial Road based on the WMPO Functional Classification Map.

Traffic
Traffic Impact Analyses (TIA) are not required for general use rezonings since a site-specific development plan is not required to be included as part of the application package. The UDO requires a Traffic Impact Analysis (TIA) to be completed when a development generates 100 trips in the morning or evening peak hours or over 1,000 trips per day. If approved and developed in the future, estimated trip generation data will be required during the review of any site-specific development plan to determine if a TIA is required.

NCDOT Average Annual Daily Traffic (AADT) – 2020[1]

WMPO Roadway Capacities - 2020[2]

Road	Location	Volume	Capacity	V/C
NC HWY 210	Between McIntyre Church Rd and Little Kelly Rd[2]	4600	20943	.22

OTHER INFRASTRUCTURE

Utilities
Public water is available through Pender County Utilities (PCU) on this section of NC HWY 210. The method of water and wastewater will be determined when a site-specific development plan is submitted for review.

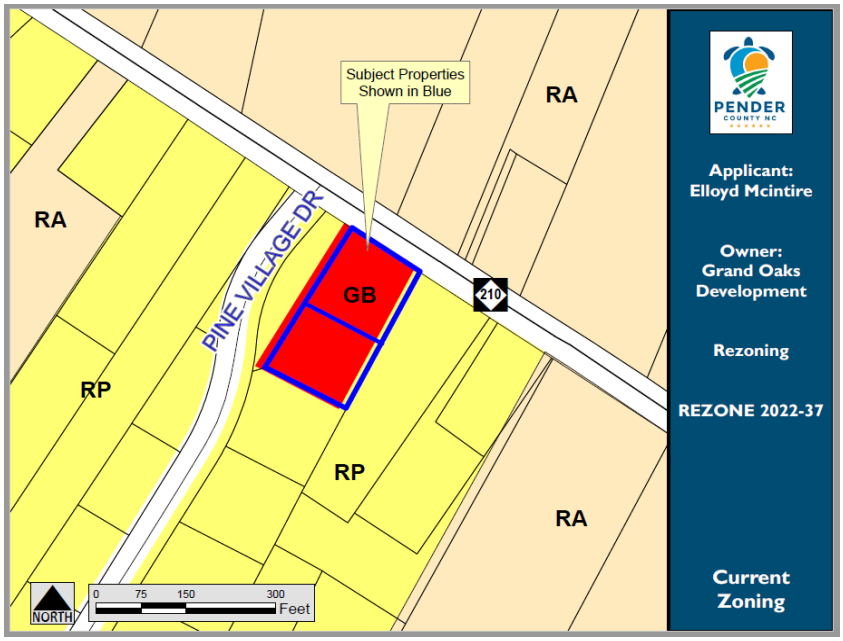
Schools
There is no development proposal associated with this general use rezoning, so no specific impacts to the school system are known at this time.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas[1].
Wetlands	The subject property does not contain any wetlands[2, 3].
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

EVALUATION

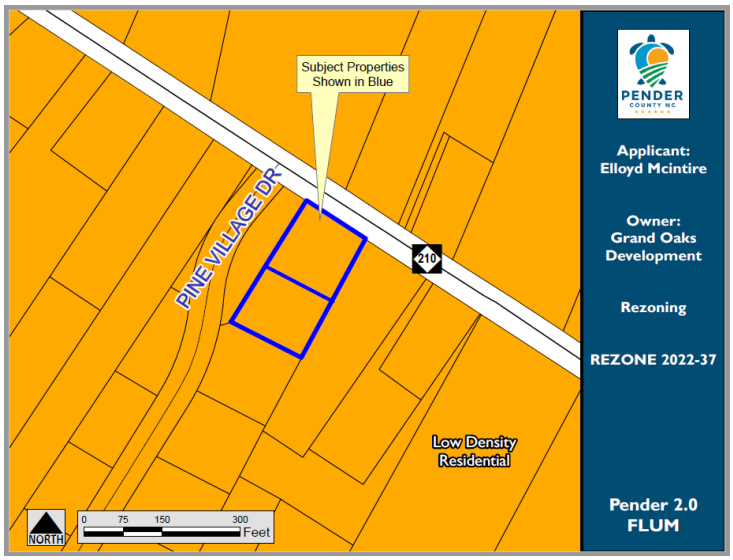
Below: Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential, Agricultural	RA, Rural Agricultural
East	Vacant, Residential	RP, Residential Performance RA, Rural Agricultural
South	Residential	RP, Residential Performance
West	Residential	RP, Residential Performance RA, Rural Agricultural

Surrounding Zoning

The subject property is currently within the GB, General Business zoning district. Properties immediately adjacent to the subject properties are currently zoned RP, Residential Performance and RA, Rural Agricultural as indicated by the table above.



Pender 2.0 Comprehensive Land Use Plan Compliance: The subject property is located within the Low-Density Residential Future Land Use Classification within the Pender 2.0 Comprehensive Land Use Plan and as shown in the Future Land Use Map to the left. The Low-Density Residential future land use category is located on the fringe of medium density residential uses and within existing single-family neighborhoods. These areas are typically established single-family neighborhoods with a low-density residential development pattern. Within the Low-Density Residential future land use category, development density is two dwelling units an acre or less. Desired uses are detached single-family dwellings, duplexes and townhomes when included as part of a master planned community, as well as recreation, parks, and open space. Inappropriate uses include non-residential development, attached single-family dwellings, multi-family residential uses as well as commercial and industrial uses as are large institutions and other significant traffic generators.

The proposed zoning district, Residential Performance, is found to be consistent with the Low-Density Residential future land use classification which identifies a desired development density of two dwelling units an acre or less. The two lots associated with this request total approximately .97 acres and are located within the Oak Ridge subdivision. While the Residential Performance zoning district allows up to three dwelling units per acre, due to the size of the lots in question it is likely that they will only accommodate one home per lot if developed residentially. Staff further finds that this request is consistent with the surrounding zoning as well as the surrounding uses in the area.

In addition to consistency with the Future Land Use Map, the proposal was found to be consistent with the following policy within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.V: Residential Development:** The County supports a range of housing types and development at appropriate densities and locations that are compatible with their surroundings and are in accordance with the future land use map.

Unified Development Ordinance Compliance: Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. These standards include evaluating proposals against whether adequate public facilities/services (i.e. water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.3.5 Approval Criteria for Rezoning

The reviewing bodies (Planning Board and Board of Commissioners) shall consider the following matters in deciding a rezoning proposal, in addition to any other considerations as detailed in the specific rezoning application type:

A. Whether the entire range of uses permitted by the proposed change would be appropriate to the area concerned, including that the proposed rezoning not:
   1. be detrimental to the natural environment,
   2. adversely affect the health, safety, or welfare of residents or workers in the area,
   3. be detrimental to the use or development of adjacent property,
   4. materially or adversely affect the character of the general neighborhood, and
   5. be reasonable as it relates to the public interest.

B. Whether adequate public facilities/services (i.e.- water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change;

C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan, CAMA Land Use Plan, and any other adopted land use document.

RECOMMENDATION

Planning Staff is submitting the proposal for Board of Commissioners consideration. The proposed Zoning Map Amendment is consistent with the Future Land Use Map and one policy within the Pender 2.0 Comprehensive Land Use Plan.

The proposed RP, Residential Performance zoning district rezoning request is consistent with the Pender 2.0 Comprehensive Land Use Plan, Future Land Use Map, and the allowable uses within the requested zoning district are compatible with the surrounding area. Therefore, Planning staff respectfully recommends approval of the Zoning Map Amendment as detailed in this report.

BOARD OF COMMISSIONERS ACTION NEEDED:

TO APPROVE: Motion to approve the Zoning Map Amendment and to make a finding that the approval is consistent with the following policy in the Pender 2.0 Comprehensive Land Use Plan:

- **5.1.V: Residential Development**

The proposed rezoning is consistent with the Low Density Residential Future Land Use classification in the Pender 2.0 Comprehensive Land Use Plan.

TO DENY: Motion to deny the Zoning Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING]…

PLANNING BOARD ACTION FOR GENERAL USE REZONING

MOTION	SECONDED
Buchanan	Pitts

APPROVED	DENIED	UNANIMOUS
Yes		Yes

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
Yes	Yes	Absent	Yes	Yes	Yes	Yes

Pender County
Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Zoning Map Amendment Submission (Rezoning)

Applications will be considered for review by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

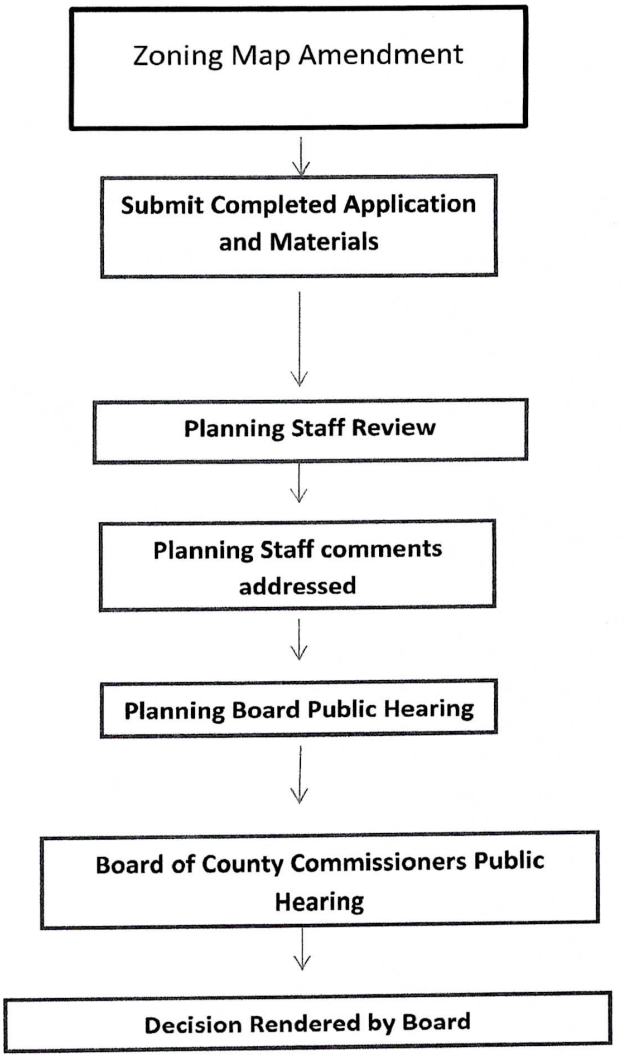
1. ✓ **Pre-submittal Meeting**
   Date of Meeting 8-17-2022
2. ✓ **Signed Application**
3. ✓ **Payment**
   $500 for the first 5 acres; $10/ acre thereafter up to 1,000 acres; $5 per acre thereafter
4. ✓ **Requested Revision Boundary Map**
   Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of this Ordinance. An illustration containing a metes and bounds description is required.
4. ✓ **Narrative**
   A description and/or statement of the present and proposed land use classification and stating why the request is being made and any information that is pertinent to the case.
5. ✓ **Digital Submission**
   For all documents submitted in paper copy, bring a digital copy with paper submission.
6. ✓ **Adjacent Property List**
   A list of names and addresses, of the owners of all properties located within 500-feet of the perimeter of the project bounds as obtained from the county tax listings and tax abstract, of the property under consideration for project parcel.
7. ✓ **Adjacent Property Envelopes**
   The applicant shall provide a set of business envelopes addressed to each person of the owners of all the properties located within 500-feet of the perimeter of the project bounds, accompanied with the amount of postage required for first class postage.

I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant Elloyd E. McIntire Date 8-31-2022

Printed Name ELLOYD E. MCINTIRE

Staff Initials:	
Date:	


Zoning Map Amendment
Submit Completed Application and Materials
Planning Staff Review
Planning Staff comments addressed
Planning Board Public Hearing
Board of County Commissioners Public Hearing
Decision Rendered by Board

Zoning Map Amendment Specific Requirements

1. **Application Submittal**
   - Application
   - Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of this Ordinance. An illustration containing a metes and bounds description is required.
   - All zoning requirements shall be met within the boundaries of the area being rezoned. If all of the requirements cannot be met on the site being rezoned, the rezoning shall be expanded to include all property necessary to meet zoning requirements.
   - Must show substantial compliance with the goals and policies of the Comprehensive Land Use Plan.
   - The rezoning application must contain a description and/or statement of the present and proposed zoning regulation or district boundary, and the name(s) and address(es) of the owner(s) of the property involved as required by General Statute.
   - The applicant shall provide an accurate legal description or a map drawn to scale showing the property boundaries that are to be rezoned, in sufficient detail for the rezoning to be located on the Official Zoning Map.

2. **Planning Board and Board of Commissioners Review Criteria (per Section 3.3.8)**
   A. Whether the range of uses permitted by the proposed change would be appropriate to the area concerned (including not being detrimental to the natural environment, not adversely affecting the health or safety of residents or workers in the area, not being detrimental to the use or development of adjacent property, and not materially or adversely affecting the character of the general neighborhood);
   B. Whether adequate public facilities/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change;
   C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan and CAMA Land Use Plan or any other adopted land use document.
   D. Whether the proposed amendment is reasonable as it relates to the public interest.

Pender County
Planning and Community Development

Planning Division
805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

GENERAL USE REZONING

GENERAL

1. An applicant shall be required to schedule a pre-submittal meeting with the Administrator at least thirty (30) days prior to submission of an application.

2. Amendments to the Zoning Map, also called a Rezoning, shall be made in accordance with the provisions of the Pender County UDO and shall follow the review process as shown in Figure 1 at the end of Section 3.4.

3. The County Commissioners shall approve or deny amendments to the Zoning Map of Pender County, as may be required from time to time.

4. Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of the UDO. An illustration containing a metes and bounds description is required.

5. All zoning requirements shall be met within the boundaries of the area being rezoned. If all of the requirements cannot be met on the site being rezoned, the rezoning shall be expanded to include all property necessary to meet zoning requirements.

6. Must show substantial compliance with the goals and policies of the Comprehensive Land Use Plan and other adopted plans.

APPROVAL STANDARDS

1. Whether the range of uses permitted by the proposed change would be appropriate to the area concerned (including not being detrimental to the natural environment, not adversely affecting the health or safety of residents or workers in the area, not being detrimental to the use or development of adjacent property, and not materially or adversely affecting the character of the general neighborhood).

2. Whether adequate public facilities/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change.

3. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan and CAMA Land Use Plan or any other adopted land use document.

4. Whether the proposed amendment is reasonable as it relates to the public interest.

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	ZMA REZONE-2022-37	**Date**	9/2/2022
Application Fee	$ $500.00	**Invoice**	00028398
Pre-Application Conference	8-17-2022	**Hearing Date**	PB: 11/1/2022 BOCC: 12/5/2022

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	ELLOYD E. MCINTIRE	**Owner's Name:**	SAME
Applicant's Address:	309 PINE VILLAGE DR.	**Owner's Address:**	
City, State, & Zip	ROCKY POINT NC	**City, State, & Zip**	
Phone Number:	910-675-9337 / 675-3383	**Phone Number:**	
Email Address:	emcintyre2@ec.rr.com	**Email Address:**	
Legal relationship of applicant to landowner:	SAME		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3219-09-5323-0000 3214-09-5485-0000	**Total property acreage:**	0.51 0.46 0.97 AC
Current Zoning District:	GB	**Proposed Zoning District:**	RP
Project Address:	124 PINE VILLAGE DR - ROCKY POINT NC 28457		
Description of Project Location:	LOTS 1 + 2 AT THE ENTRANCE OF PINE VILLAGE + HWY NC 210		

SECTION 3: SIGNATURES			
Applicant's Signature	Elloyd E. McIntire	**Date:**	8-31-2022
Applicant's Name Printed	ELLOYD E. MCINTIRE	**Date:**	8-31-2022
Owner's Signature	SAME AS ABOVE	**Date:**	8-31-2022
Owner's Name Printed		**Date:**	

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda

Rezoning/Zoning Map Amendment Checklist

☑	Signed application form
☑	Application fee
☑	A list of names and addresses, as obtained from the county tax listings and tax abstract, all adjacent property owners, including property owners directly across any road or road easement, and owners of the property under consideration for rezoning.
☑	Two (2) business size envelopes legibly addressed with **first class** postage for each of the adjacent and abutting property owners on the above list.
☑	Accurate legal description or a map drawn to scale showing the property boundaries to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map.
☑	18 (11"x17") map copies to be distributed to the Planning Board
☑	20 (11"x17") map copies to be distributed to the Board of Commissioners
☑	Digital (.pdf) submission of all application materials
☑	A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case. If the owner and applicant are different, the letter must be signed by both parties.

Office Use Only

☐	**ZMA Fees:** (*$500.00 for first 5 acres; $10/acre thereafter up to 1,000 acres; $5/acre thereafter*)	**Total Fee Calculation: $**

Attachments Included with Application: (Please include # of copies)

CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N

Payment Method:	**Cash :** ☐ $_____	**Credit Card:** ☐ Master Card ☐ Visa	**Check:** ☐ Check # _____

Application received by:	CDH	**Date:**	9/1/2022
Application completeness approved by:	CDH	**Date:**	9/2/2022

Dates scheduled for public hearing:
☐ **Planning Board:**
☐ **Board of Commissioners:**

RETURN COMPLETED APPLICATION TO:
Pender County Planning & Community Development
805 South Walker Street
P.O. Box 1519
Burgaw, NC 28425

Pender County Zoning

Narrative

Date: 29 August 2022

To: Pender County Zoning & Commissioners

Mr. Chairman & Members of the Board

My name is Elloyd E. Mcintire, I Am the Developer of the Grand Oaks Development Sub-Divisions, I am here tonight for the purpose of requesting a zoning change of lots 1 & 2 at the entrance of Hwy NC 210 and Pine village Drive from GB to RP. In 2008 I had those lots approved for the Grand Oaks Development Co. Office Complex. Due to the Downturn in 2008, I was unable to build the new offices at that time because, I had Started Development of the Oak Ridge II Section of Grand Oaks, and I had to use the funds that I had for the offices to complete the Oak Ridge II Section. As A result of the time period from 2008 until the time that I was able to sell the lots in the Oak Ridge II Section, which was in 2020 and 2021. Too much time have passed between 2008 and now that I no

longer need those two lots for the office space because, I have my office at the Grand Oaks Golf Driving Range now. Those two lots were residual from 1981 until 1998 so, I am just requesting your permission to change the zoning back to residual, I have Combine the two lots into one to use as a family home building lot. I thank you in advance.

Elloyd E. McIntire

Elloyd E. McIntire

Grand Oaks Developer

Legal Description for Recombination of Lots 1 and 2, Pine Village of Grand Oaks
For Grand Oaks Development Company, LLC

Located in Long Creek Township, Pender County, North Carolina

Beginning at a point in the center line of NC Highway 210 (60 foot wide public right of way), said point located at the northwestern corner of Lot 1, Pine Village of Grand Oaks as recorded in Map Book 36 at Page 110, Pender County Registry. Said point also located South 51 degrees 33 minutes 30 seconds East – 77.27 feet from the center line intersection of Pine Village Drive (60 foot wide public right of way) and NC Highway 210. Running thence from said point of beginning, continuing with the center line of NC Highway 210, South 51 degrees 33 minutes 30 seconds East – 141.90 feet to a point; thence along the eastern line of Lot 1 and 2, Pine Village of Grand Oaks, South 32 degrees 00 minutes 00 seconds West – 300.00 feet (passing over iron rods at 30.19 feet and 172.20 feet) to an iron rod, the southeastern corner of Lot 2; thence, along the southern line of Lot 2, North 57 degrees 59 minutes 58 seconds West – 161.40 feet to an iron rod, the southwestern corner of Lot 2; thence, with the western line of Lots 1 and 2, North 35 minutes 41 seconds 35 minutes East – 316.58 feet (passing over iron rods at 128.07 feet and 286.55 feet) to the point of beginning, containing 42,358 square feet, more or less, after exclusion of the right of way of NC Highway 210, as claimed by NC Department of Transportation.

Together with a 30 foot wide access easement, as shown on Map Book 36 at Page 110, Pender County Registry – located along and west of the western line of Lots 1 and 2.

All bearings are in angular relation to Magnetic North (MB 36, Pg 110) and all distances are horizontal field measurements.

Elizabeth F Smith

NORTH CAROLINA PROFESSIONAL SEAL L-5195 LAND SURVEYOR ELIZABETH F. SMITH

8/30/22

STATE OF NORTH CAROLINA PENDER COUNTY

I, Amy Everett, REVIEW OFFICER of Pender County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Amy Everett 8/30/22
Review Officer Date

STATE OF NORTH CAROLINA PENDER COUNTY

Filed for registration on the:

Doc No: 20106950
Recorded: 08/30/2022 01:55:26 PM
Fee Amt: $21.00 Page 1 of 1

Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 70 PG 114 - 114 (1)

Slide No._____.

By

SURVEY REFERENCE:

A PART OF DEED BOOK 2892 AT PAGE 255, LOTS 1 & 2, MAP BOOK 36 AT PAGE 110, PENDER COUNTY REGISTRY

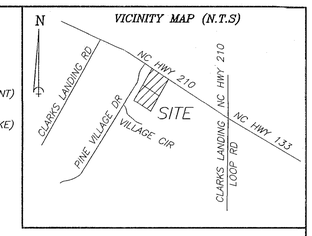
NOTES:

1. FEMA FLOOD MAP INFORMATION: PENDER COUNTY FLOOD INSURANCE RATE MAP: MAP No.: 3720321400J FLOOD ZONE: X MAP EFFECTIVE DATE: FEBRUARY 16, 2007.
2. CORNERS ARE MARKED AS NOTED ON MAP.
3. ALL BEARINGS ARE MAGNETIC (MB 36, PG 110).
4. ALL DISTANCES ARE HORIZONTAL FIELD MEASUREMENTS.
5. AREA COMPUTED BY THE COORDINATE METHOD.
6. MAP DRAWN FROM EXISTING MAPS AND DEEDS OF RECORD, PENDER COUNTY REGISTRY.

LEGEND:

- EIR (EXISTING/FOUND IRON ROD)
- EIP (EXISTING/FOUND IRON PIPE)
- IPS (IRON PIPE SET)
- EIS (EXISTING/FOUND IRON STAKE)
- IRS (IRON ROD SET)
- CMS (CONCRETE MONUMENT SET)
- ECM (EXISTING/FOUND CONC MONUMENT)
- NCGS GRID MONUMENT
- ERRS (EXISTING/FOUND RAILROAD SPIKE)
- RRSS (RAILROAD SPIKE SET)
- N&C (NAIL AND CAP FOUND)
- PK\MAG (PK OR MAG NAIL SET)
- EPK (EXISTING/FOUND PK NAIL)
- EOA (EXISTING/FOUND OLD AXLE)
- PROPERTY LINE
- NON-SURVEYED LINE
- EASEMENT LINE

VICINITY MAP (N.T.S)

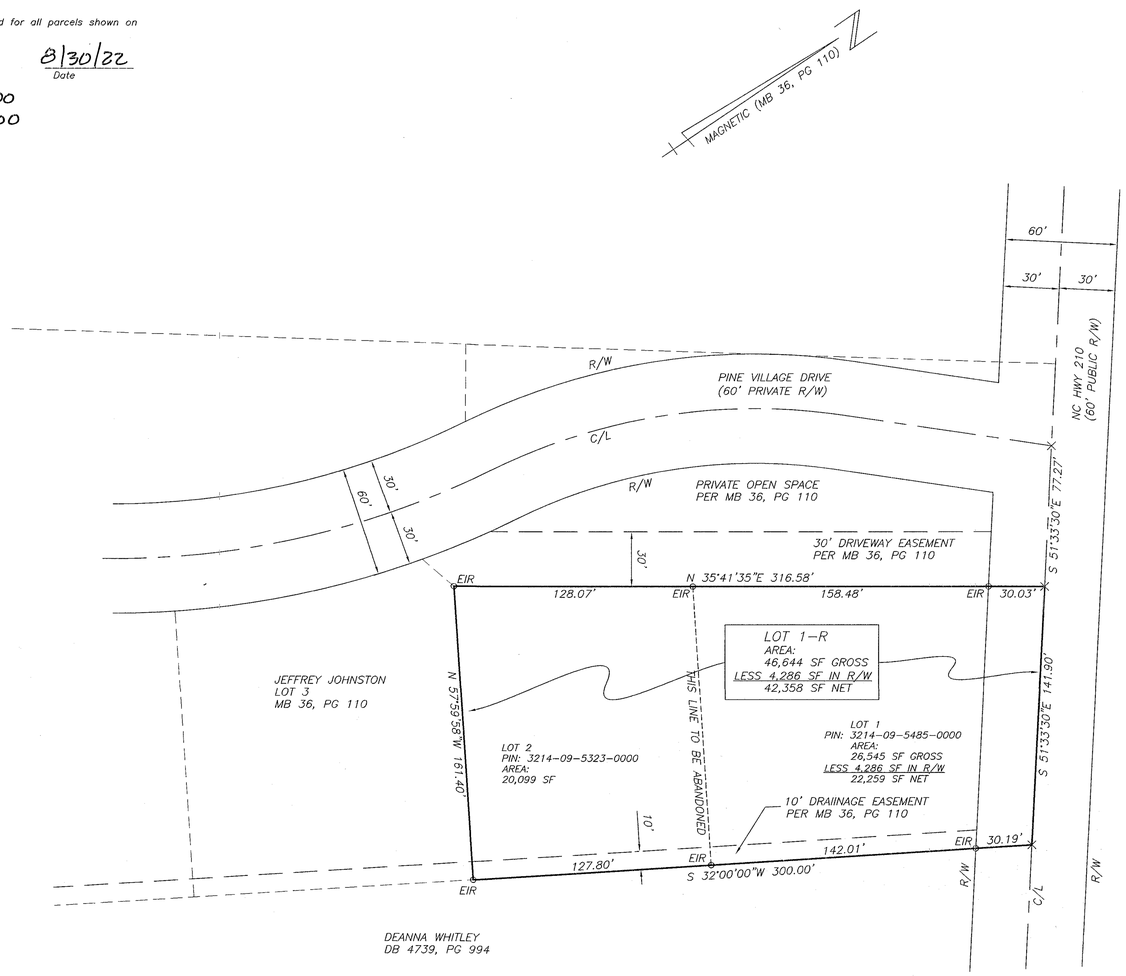


Parcel Identifier Certificate

Parcel Identifiers have been issued for all parcels shown on this plat.

Amy Everett 8/30/22
Tax Supervisor Date

3214-09-5323-0000
3214-09-5485-0000



All new access easements shown or designated on this plat, include the transfer of an easement to Pender County, its employees and agents for access for emergency personnel (police, fire & rescue) and Pender County and its employees for administration of all Pender County Ordinances.

All new access easements shown or designated on this plat, include the transfer of an easement to public entities and public utilities for the purpose of installation and maintenance of water, sewer, electric and communication lines.

Exempt Subdivision
Pender County
D.S.
Office of Planning
Date 8/30/2022

OWNER:

GRAND OAKS DEVELOPMENT COMPANY, LLC
124 PINE VILLAGE DRIVE
ROCKY POINT NC 28457

The subdivision shown on this plat does not contain Special Flood Hazard Areas and is not located in a Floodway as delineated by the Federal Emergency Management Agency.

The subdivision shown on this plat does not contain Areas of Environmental Concern as delineated by the North Carolina Coastal Resources Commission.

Witness my original signature, registration number and seal this 30th day of August, AD, 2022.

Elizabeth F. Smith
Elizabeth F. Smith
Professional Land Surveyor
NC License No. L-5195

NORTH CAROLINA PROFESSIONAL SEAL L-5195 LAND SURVEYOR ELIZABETH F. SMITH

I, Elizabeth F. Smith, Professional Land Surveyor L-5195, state that this plat is a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision and is therefore not subject to subdivision regulation.(RECOMBINATION OF EXISTING PARCELS)

Elizabeth F. Smith
Elizabeth F. Smith
Professional Land Surveyor
NC License No. L-5195

NORTH CAROLINA PROFESSIONAL SEAL L-5195 LAND SURVEYOR ELIZABETH F. SMITH 8/30/22

CERTIFICATE OF SURVEY AND ACCURACY (G.S. 47-30)

I, Elizabeth F. Smith, PLS, certify that this plat was drawn under my supervision from an actual survey made under my supervision from information found in Pender County Registry, as noted hereon, that the ratio of precision as calculated is 1:10,000+; that the boundaries not surveyed are shown as dashed lines as noted; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original Signature, License Number, and Seal, the 30th day of August, AD, 2022.

Elizabeth F. Smith
Elizabeth F. Smith
Professional Land Surveyor
NC License No. L-5195

NORTH CAROLINA PROFESSIONAL SEAL L-5195 LAND SURVEYOR ELIZABETH F. SMITH

ELIZABETH F. SMITH, PLS
ROBERT H. GOSLEE & ASSOCIATES, PA
LAND SURVEYORS - LAND PLANNERS
317 E. MURRAY ST. / P.O. BOX 133
WALLACE, NORTH CAROLINA 28466
NC CORPORATE LICENSE No. C-1167
910-285-4210
Email: davis@gosleesurveying.com

MAP OF RECOMBINATION
FOR

GRAND OAKS DEVELOPMENT COMPANY, LLC

OF LOTS 1 & 2, PINE VILLAGE OF GRAND OAKS

LONG CREEK TOWNSHIP - PENDER COUNTY - NORTH CAROLINA
SCALE: 1" = 50' AUGUST 23, 2022

50 0 50 100 150
GRAPHIC SCALE - FEET

FILE No. PJ-13-07-RECOMB-LOTS 1-2

MB 70 PG 114

TABLE OF PERMITTED USES											
P=Permitted Use D=Permitted w/ Use Standards S=Special Use Approval Required SD=Special Use Approval Required w/ Additional Standards PM=Permitted in conjunction w/ the MDP process											
Use Category Specific Use Type		Residential				Mixed Use	Commercial		Industrial		Special Purpose
		Zoning Districts									
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
RESIDENTIAL											
SFD: Detached-Conventional		P	P	P	P	P					
SFD: Detached Zero Lot Line				P		P					
SFD-Attached: Duplex		P	P	P		P					
SFD-Attached: Multiplex				P		P					
SFD-Townhouse (5+ attached)				P		P					
Multifamily (condominium/apartment)				P		P					
Upper Story Residential						P	P	P			
Accessory Dwelling Unit		D	D	P		D					
Accessory Dwelling Unit on Non Residential Principal Uses		D				D			P	P	
Manufactured Home		P	D		P						
Manufactured Home Park					PMD						
ACCESSORY USES AND STRUCTURES											
Accessory Structures		P	P	P	P	P	P	P	P	P	
Cottage Occupations		SD	SD	SD		SD	SD				
Home Occupation		D	D	D	D	D	D				
Agritourism Activities on active farms		D	D	D	D	D	D	D	D	D	D
Sector 21: MINING, QUARRYING, OIL AND GAS EXTRACTION											
Nonmetallic Mineral Mining & Quarrying	2123	S								S	
Except: 212392 Phosphate Rock Mining											
Except: 212321 Borrow Pit Sand Mining			PMDS			PMD					
Sector 22: UTILITIES											
Fossil Fuel Electric Power Generation	221112									S	
Other Electric Power Generation	221119	S	S			S			P	P	
Electric Bulk Power Transmission & Control	221121	S	S	S	S	S	S	S	P	P	
Natural Gas Distribution Except Transmission Lines	221210									P	
Water Supply Facilities*	221310		S			PM				P	

Sewage Treatment Facilities*	221320		S	PMD/S		PMD/S				P	
Except: Sewage Lift Stations*		SD	SD	PMD/S	PMD/S	PMD/S	D	D	D	D	
*County Owned or County Service District Provided Systems=P											

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 23: CONSTRUCTION											
Construction of Buildings	236						D		P	P	
Heavy and Civil Engineering Construction	237						D		P	P	
Specialty Trade Contractors	238						D		P	P	
Sectors 31-33 MANUFACTURING											
Artisan Manufacturing		S	S			P	P		P		
Food Manufacturing	311									P	
Beverage and Tobacco Product Manufacturing	312									P	
Textile Mills	313									P	
Textile Product Mills	314									P	
Apparel Manufacturing	315									P	
Wood Product Manufacturing	321								P	P	
Truss Manufacturing	321214						S		P	P	
Prefabricated Wood Building Manufacturing	321992						S		P	P	
Prefabricated Metal Building and Component Manufacturing	332311						S		P	P	
Paper Manufacturing	322									S	
Converted Paper Product Manufacturing	3222									P	
Printing and Related Support Activities	323								P	P	
Petroleum and Coal Products Manufacturing	324									S	
Synthetic Dye and Pigment Manufacturing	32513									P	
Other Basic Organic Chemical Manufacturing	32519									P	
Resin, Synthetic Rubber & Artificial Synthetic Fibers and Filaments Manufacturing	3252									P	
Pharmaceutical Manufacturing	3254								P	P	
Paint, Coating and Adhesive Manufacturing	3255									P	

Soap, Cleaning Compound and Toilet Preparation Manufacturing	3256									P	
Other Chemical Product and Preparation Manufacturing										P	
Except: 32592 Explosive Manufacturing											
Plastics and Rubber Products Manufacturing	326									P	
Clay Product and Refractory Manufacturing	3271									P	
Ready-Mix Concrete Manufacturing	32732									P	
Concrete Pipe, Brick, & Block Manufacturing	32733									P	

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 31-33 MANUFACTURING											
Other Concrete Product Manufacturing	32739									P	
Gypsum Product Manufacturing	32742									P	
Fabricated Product Manufacturing	332									P	
Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing	3327								P	P	
Machinery Manufacturing	333									P	
Computer & Electronic Product Manufacturing	334								P	P	
Electrical Equipment, Appliance, & Component Manufacturing	335									P	
Transportation Equipment Manufacturing	336									P	
Furniture and Related Product Manufacturing	337								P	P	
Miscellaneous Manufacturing	339								P	P	
Sector 42 WHOLESALE TRADE											
Wholesale Trade	42	S							P	P	
Sectors 44-45 RETAIL TRADE											

Motor Vehicle and Parts Dealers	441	S					P		P		
Furniture and Home Furnishings Stores	442						P		P		
Electronics and Appliance Stores	443	S				P	P		P		
Building Material, Garden Equipment & Supplies Dealers	444	S					P		P	P	
Food and Beverage Stores	445	S	S			P	P		P		
Health and Personal Care Stores	446	S	S			P	P	P	P		
Gasoline Stations	447	S				P	P		P		
Clothing and Clothing Accessories Stores	448	S				P	P		P		
Sporting Goods, Hobby, Book, and Music Stores	451					P	P		P		
Miscellaneous Store Retailers	453	S				P	P				
Non store Retailers	454	S				P	P		P		
Liquefied Petroleum Gas Dealers	454312									P	
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Air Transportation	481								P	P	
Rail Transportation	482								P	P	
Truck Transportation	484								P	P	
Transit and Ground Passenger Transportation	485								P	P	
Interurban and Rural Bus Transportation	4852						P		P	P	
Taxi and Limousine Service	4853						P		P	P	
School and Employee Bus Transportation	4854								P	P	
Charter Bus Industry	4855								P	P	
Support Activities for Transportation	4881								P	P	
Support Activities for Road Transportation	4884	S					P		P	P	
Postal Services	491110	S	S			P	P	P			
Couriers and Messengers	492						P	P	P	P	
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**

Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Warehousing and Storage	493	S							P	P	
Sector 51: INFORMATION											
Information	51					P	P	P	P	P	
Finance and Insurance	52	S	S			P	P	P	P	P	
Sector 53: REAL ESTATE AND RENTAL AND LEASING											
Real Estate and Rental and Leasing	53	S	S			P	P	P	P	P	
Commercial and Industrial Machinery and Equipment Rental and Leasing	5324								P	P	
Sector 54: PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES											
Professional, Scientific, & Technical Services	54	S	S			P	P	P	P	P	
Sector 55: MANAGEMENT OF COMPANIES AND ENTERPRISES											
Management of Companies and Enterprises	55	S	S			P	P	P	P	P	
Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES											
Administrative and Support Services	561	S				P	P	P	P	P	
Solid Waste Collection Public	562111	P	P	P	P	P	P	P	P	P	
Solid Waste Collection Private	562111									S	
Solid Waste Landfill	562212									S	
Solid Waste Combustors and Incinerators	562213									S	
Other Nonhazardous Waste Treatment and Disposal	562219	S					S		S	S	
Remediation Services	562910									S	
Materials Recovery Facilities	562920									S	
All Other Waste Management Facilities	56299									S	
Sector 61: EDUCATIONAL SERVICES											
Educational Services	611	P	S			P	P	P			

Business Schools, Computer & Management Training	6114	S				P		P	P		
Technical and Trade Schools	6115	S				P	P	P	P	P	
Other Schools and Instruction	6116	S				P	P	P	P		
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Ambulatory Health Care Services	621					P	P	P			
Except: Outpatient Mental Health and Substance Abuse Centers	62142						P	S			
Hospitals	622	S				P	P	P			
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Except: Psychiatric and Substance Abuse Hospitals	6222							S			
Except: Outpatient Mental Health and Substance Abuse Hospitals	62142						S	S			
Nursing and Residential Care Facilities	623	S	S			P	P	P			
Except: Residential Mental Retardation, Mental Health & Substance Abuse Facilities	6232	S						S			
Social Assistance	624	S				P	P	P			
Vocational Rehabilitation Services	6243						P	P	P	P	
Sector 71: ARTS, ENTERTAINMENT, AND RECREATION											
Performing Arts Companies	7111	S				P	P				
Spectator Sports	7112	S					P		P		
Promoters of Performing Arts, Sports and Similar Events	7113	S				S	S				
Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	7114					P	P	P			
Museums, Historical Sites and Similar Institutions	712	S				P	P	P			
Amusement and Theme Parks	713110	S				S	S				
Amusement Arcades	713120						P				

Golf Courses and Country Clubs	713910	S	PM			P					
Fitness & Recreational Sports Centers	713940	S				P	P	P	P		
Bowling Centers	71395					P	P	P	P		
All Other Amusement & Recreation Industries	71399	S				P	P		P		
Aviation Clubs, Recreational	713990	S	S			P	P		P		
Canoeing, Recreational	713990	S	S			P	P		P		
Fishing Clubs, Recreational	713990	S	S			P	P		P		
Flying Clubs, Recreational	713990	S	S			P	P		P		
Guide Services (i.e. Fishing, Hunting, Tourist)	713990	S	S			P	P		P		
Horse Riding, Recreational	713990	P	S								
Outdoor Shooting Ranges	713990	S									
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 72: ACCOMMODATIONS AND FOOD SERVICES											
Hotels and Motels	72111					P	D	D			
Bed and Breakfast Inns	721191	S	S		S	P	P				
All Other Traveler Accommodation	721199	S	S		S	P	P				
RV Parks and Recreational Camps	7212	SD					SD				
Recreational and Vacation Camps	721214	S									S
Rooming and Boarding Houses	721310	S				P	P				
Full Service Restaurants	7221	S				P	P	P	P	P	
Limited Service Eating Places	7222	S				P	P	P	P	P	
Special Food Services	7223	S				P	P	P	P	P	
Drinking Places (Alcoholic Beverages)	7224	S				P	P				
Sector 81: OTHER SERVICES, EXCEPT PUBLIC ADMINISTRATION											
Automotive Repair and Maintenance	8111	S					P		P	P	
Electronic and Precision Equipment Repair and Maintenance	8112	S					P	P	P	P	

Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	8113								P	P	
Personal and Household Goods Repair and Maintenance	8114	S				P	P	P	P	P	
Personal Care Services	8121	P	S			P	P	P	P		
Funeral Homes and Funeral Services	81221	S					P	P	P	P	
Cemeteries and Crematories Except: Private Cemetery	81222	S	S			S	S	S	S	S	
Coin Operated Laundries and Drycleaners	812310	P				P	P				
Dry-cleaning and Laundry Services	812320	S				P	P		P	P	
Linen & Uniform Supply	81233								P	P	
Other Personal Services	8129	S				P	P	P	P		
Pet Care Services	812910	D					D		D	D	
Religious Organizations	8131	P	S			P	P	P	P		
Grant making and Giving Services	8132					P	P	P	P		
Social Advocacy Organizations	8133					P	P	P	P		
Civic and Social Organizations	813410	S	S			P	P	P			
Business, Professional, Labor, Political and Similar Organizations	8139					P	P	P	P		
Public Administration	92	P	P	P	P	P	P	P	P	P	
			Zoning Districts								
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
MISCELLANEOUS USES											
Adult and Sexually Oriented Businesses									S	S	
Adult Retail									S	S	
Bona fide Farm Purposes		D	D	D	D	D	D	D	D	D	D
Child Care Center		P	S			S	P	P			
Community Boating Facility		SD	SD	SD	SD	SD					
Community Boating Facility in conjunction with a Master Development Plan		SD	PMD	PMD	PMD	PMD					
Disaster Volunteer Housing		D	D	D	D	D	D	D	D	D	

Family Care Home		D	D	D	D	D					
Family Child Care Home		P	P			P	P	P			
Industrial Park										SD	
Marina (Commercial)		SD	PMD			PMD					
Portable Storage Containers		D	D	D	D	D	D	D	D	D	
Private Cemetery less than 6,000 sq. ft.		D	D				D	D	D		
Private Cemetery 6,000 sq. ft. and larger		S	S				S	S	S		
Public Parks		P	P	P	P	P	P	P	P	P	
Private Residential Boating Facility		D	D	D	D	D					
Salvage Operations		S								D	
Storage of Merchandise, Materials or Equipment On Site Inside or Outside An Enclosed Building, Excluding Salvage		S							P	P	
Storage of boats and watercraft outdoors or on dry stack structures							S				
Sweepstakes Center							SD		SD	SD	
Telecommunication Facilities		SD	SD			SD	SD	SD	SD	SD	
Telecommunication Facilities – Public Safety		SD	SD			SD	SD	SD	SD	SD	
Temporary Manufactured Homes		P	P			P					
Temporary Modular/Manufactured Offices						P	P	P	P	P	
Temporary Fruit & Vegetable Stands		P	P								
Temporary Buildings for Construction or Development		D	D	D	D	D	D	D	D	D	
Temporary Events		D					D	D	D	D	

5.3 USES WITH STANDARDS

5.3.1 General

A. These standards shall only apply to those districts and uses where the "S", "PM" or "D" is designated on the use table in Section 5.2.3. In addition to these standards the use shall be permitted in compliance with the general development standards of the underlying

REQUEST FOR BOARD ACTION

ITEM NO. REZONE 2022-37

DATE OF MEETING: January 17, 2023

REQUESTED BY: Justin Bratley, Interim Director – Land Use, Planning & Community Development

SHORT TITLE: Resolution Requesting Approval of a Zoning Map Amendment from the GB, General Business zoning district to the RP, Residential Performance zoning district.

BACKGROUND: Elloyd McIntire, applicant, on behalf of Grand Oaks Development, is requesting the approval of a Zoning Map Amendment to rezone two tracts totaling approximately .97 acres of land from GB, General Business zoning district to the RP, Residential Performance zoning district.

SPECIFIC ACTION REQUESTED: To hold a public hearing and consider the approval of a Zoning Map Amendment from the GB, General Business zoning district to the RP, Residential Performance zoning district.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

On January 17, 2023, the Pender County Board of Commissioners (approved, modified, denied) a Zoning Map Amendment, as described herein. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS_____

YEA VOTES: Tate ___ McCoy ___ Groves ___ Newton ___ Fletcher-Hardee___

_____ _____
Jacqueline A. Newton, Chairwoman Date

_____ _____
ATTEST Date
Clerk to Board,

County Seal:

Pender County
SUP 2022-37

TO:	Board of Commissioners
FROM:	Greg Feldman
DATE:	January 17, 2023
SUBJECT:	SUP 2022-37 - Special Use Permit request for the commercial storage of boats and watercraft outdoors in the Topsail Township.

SUMMARY:
Robert Batson, applicant, on behalf of Batson Construction Inc, owner, is requesting the approval of a Special Use Permit to allow the storage of boats and watercrafts outdoors. The use is proposed on 3 acres within the GB, General Business Zoning district within a larger tract that is approximately 41.38 acres. The subject 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 and may be further identified by PIN 4204-92-0474-0000.

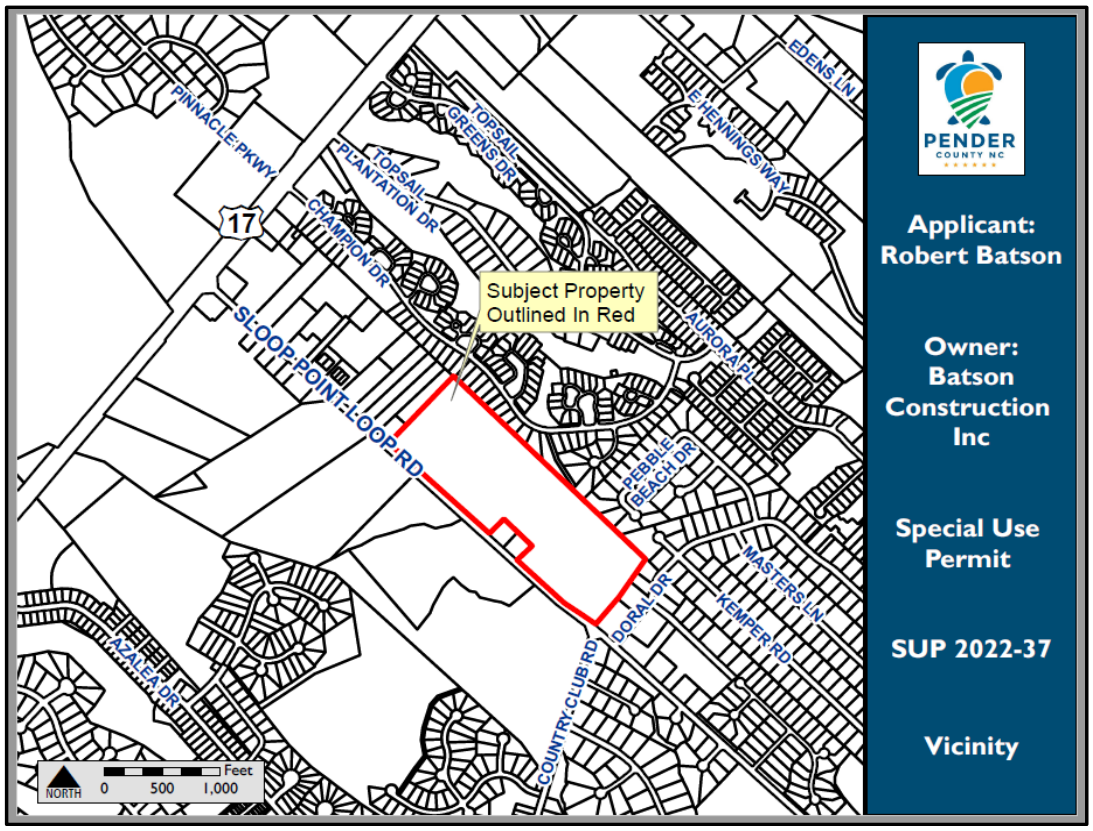
ACTION REQUESTED:
To hold a public hearing and consider the Special Use Permit request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Site Plan
5. Board Action Form

STAFF REPORT FOR SUP 2022-37
SPECIAL USE PERMIT APPLICATION

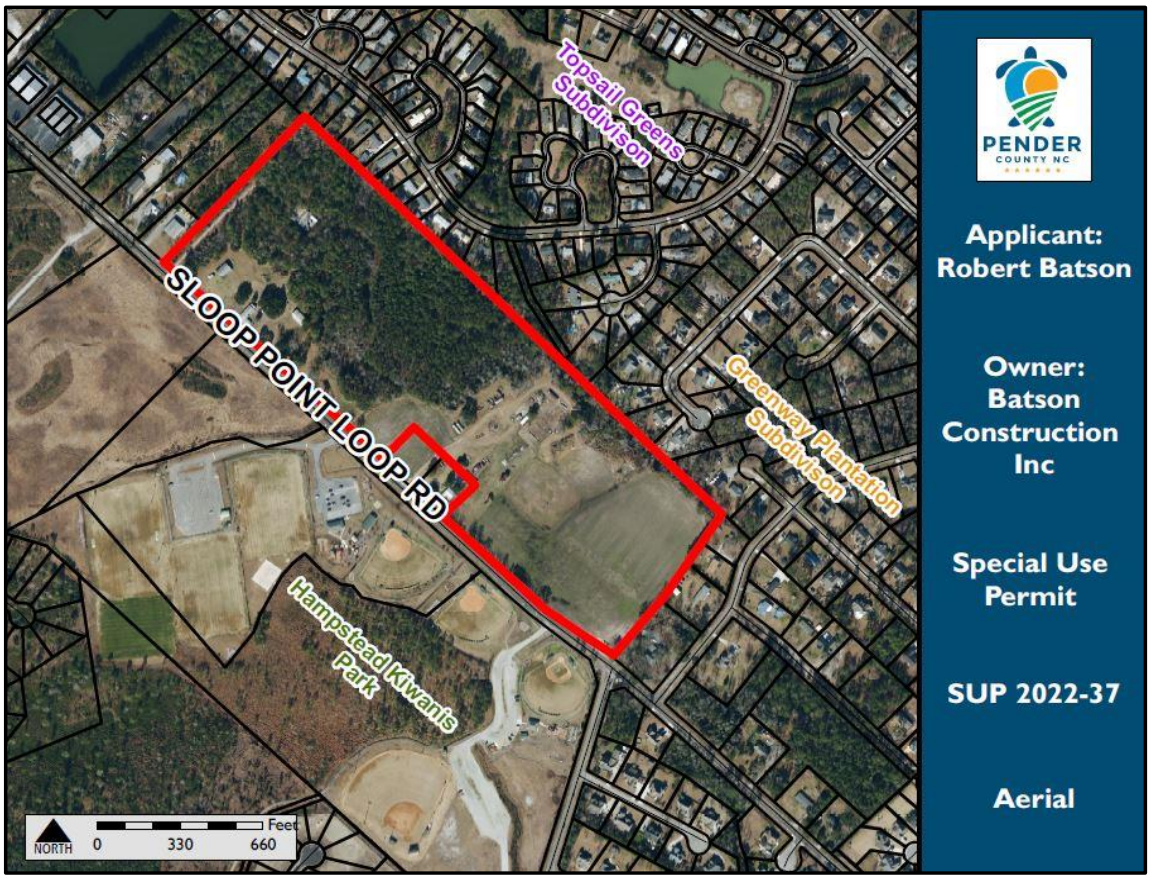
APPLICATION SUMMARY	
Case Number	SUP 2022-37
Hearing Date	January 17, 2023 Board of County Commissioners
Applicant	Robert Batson
Property Owners	Batson Construction Inc
Parcel Identification Number	4204-92-0474-0000
Acreage	41.38
Township	Topsail
Zoning District	GB, General Business
Pender 2.0 Future Land Use Category	Neighborhood Mixed Use

SPECIAL USE PERMIT PROPOSAL
Robert Batson, applicant, on behalf of Batson Construction Inc, owner, is requesting the approval of a Special Use Permit to allow the storage of boats and watercrafts outdoors. The use is proposed on 3 acres within the GB, General Business Zoning district within a larger tract that is approximately 41.38 acres.
LOCATION
The subject 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 and may be further identified by PIN 4204-92-0474-0000.



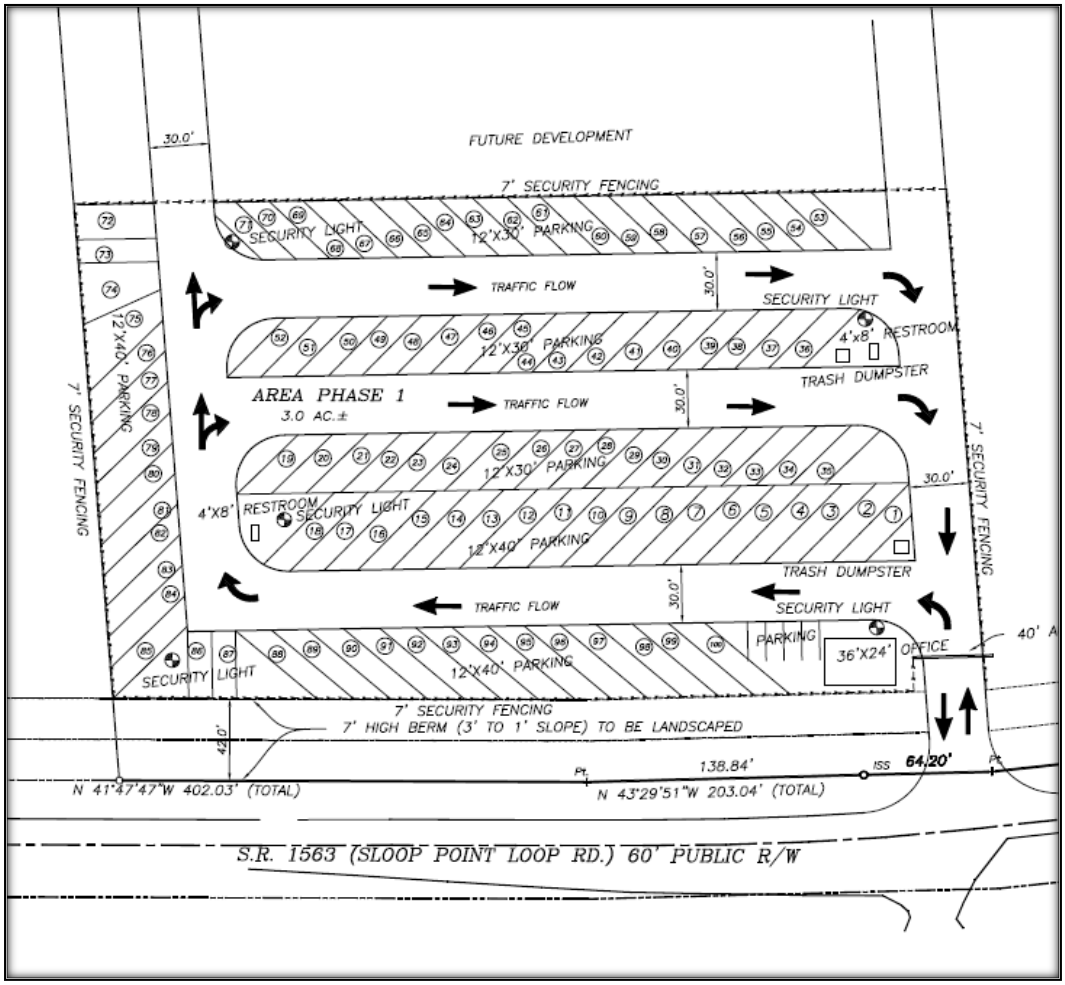
SPECIAL USE PERMIT PROPOSAL

The applicant is seeking to obtain a Special Use Permit in order to place an approximately 3-acre gravel storage facility with approximately 100 storage spaces with future phases on the property. The subject property is in the GB, General Business, zoning district. The applicant is proposing to use the storage facility for the storage of boats and boat trailers in conjunction with the storage of campers, R.V.'s, and trailers as a secondary use.



According to the applicant's submitted letter the purpose for the storage facility is to store campers, R.V.'s, boats, and trailers. The property is to be open to the public to store boats and trailers due to smaller lot sizes and H.O.A. requirements. The site would offer adequate area for storage of large personal property. The applicant has stated in the submittal letter, that the storage yard will supply electric, water, lighting, and security for the renters of the spaces. The entrance gate for the property will have a combination lock, that can be accessed at all times.

Below: Applicant's Site Plan



Hours of Operation
According to the applicant, the customers of the storage facility will have 24-hour access.

Access
The site is accessed using Sloop Point Loop Rd. The applicant will be required to obtain a driveway permit through NCDOT to access the proposed use.

Traffic

A Traffic Impact Analysis (TIA) is not anticipated as the proposed use is estimated to generate less than 100 trips in the morning and evening peak hours and less than 1,000 trips per day. Any road improvements will be to NCDOT standards.

NCDOT Average Annual Daily Traffic (AADT)

Road	Location	Volume	Capacity	V/C
Sloop Point Loop Rd	Between US-17 and Country Club Dr	5900 (NCDOT AADT 2020)	10978	.54

[1]*Information based off* ***NCDOT Average Annual Daily Traffic (AADT) 2020***
[2]*Information for Capacity is planned capacity*

Because a Traffic Impact Analysis is not required to be completed at this time that analyzes roadway impacts as a result of the development, the volume to capacity ratio for Sloop Point Loop Rd near the subject site has been provided. This ratio is based on average daily trips and the design characteristics of a given roadway, which can provide a general idea of the function of such roadway. Based upon the available volume to capacity data, Sloop Point Loop Rd in this area has the capacity to handle anticipated traffic volume increases associated with the proposed use.

Landscaping and Buffers
Developments in commercial districts are required to provide specific buffers along the certain parcel boundaries on the subject property. As proposed, the subject site will be required to meet the landscaping and buffering standards outlined in the table below. If approved, landscaping and buffering will be evaluated when a site-specific development plan is submitted. Given the size of the property and the size of the development the buffers are subject to change in accordance with Section 8.2.2, Location Exception.

Required Buffers	
Buffer Type	**Location of Buffer**
Type A	Along South property line (front)
Type C	Along East property line (right side)
Type C	Along North property line (rear)
Type B	Along West property (left side)

Signage
There is no proposed signage at this time. Any proposed signage shall be required to be in conformance with the standards of the Unified Development Ordinance.

Utilities
According to the applicant, the property will require water and power for this use. However, if this Special Use Permit is approved, all proposed utility systems are subject to review and approval by all required review agencies.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas[1].

Wetlands	Portions of the subject property may contain wetlands[2,3]. No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

EVALUATION

Basis for Granting SUP

Approval and revocation procedures for Special Use Permits are located in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance.

Zoning and Existing Land Use in Area

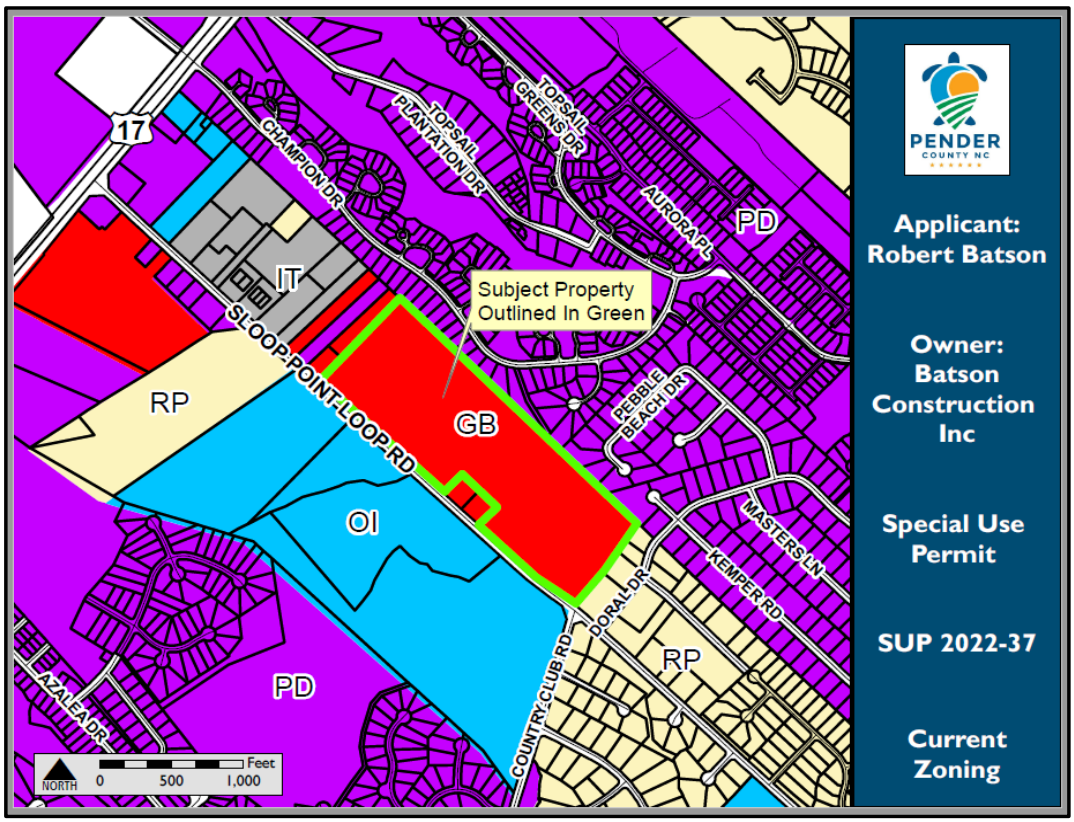
Most of the subject property is wooded with the exception of a dwelling, two accessory structures and cell tower. Surrounding land uses include commercial towards US Highway 17, recreational across Sloop Point Loop Road in the form of Hampstead Kiwanis Park, and residential uses north and east of the subject property.

CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential	PD, Planned Development
East	Residential	RP, Residential Performance & PD, Planned Development
South	Residential, Recreation	RP, Residential Performance & O&I, Office and Institutional, PD, Planned Development
West	Undeveloped, Commercial	RP, Residential Performance, GB, General Business & PD, Planned Development

Unified Development Ordinance Compliance

The Pender County Unified Development Ordinance (UDO) defines Miscellaneous Uses in the GB, General Business zoning district. The use, as proposed, is classified as the Storage of boats and watercraft outdoors or on dry stack storage which is allowable through Special Use Permit approval.

Below: Zoning Map of the Are

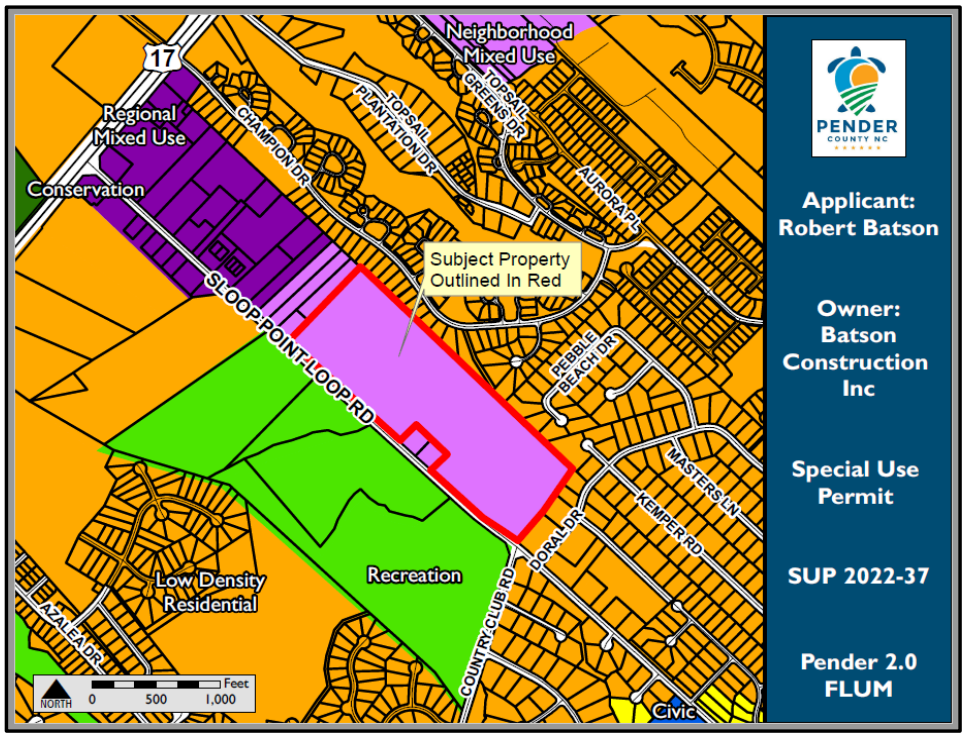


		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
MISCELLANEOUS USES											
Storage of boats and watercraft outdoors or on dry stack storage							**S**				

Prior to issuance of final zoning approval, a site development plan must be submitted and approved in accordance with all applicable provisions of the Pender County Unified Development Ordinance. The site development plan shall be reviewed by members of the Pender County Technical Review Committee (TRC). Furthermore, the proposal is subject to all other applicable federal, state, and local permits and approvals.

Pender 2.0 Comprehensive Land Use Plan Compliance

The subject property is classified as Neighborhood Mixed Use in the Pender 2.0 Comprehensive Land Use Plan's Future Land Use Map. These areas allow for a transition between more intense commercial, office and residential development to lower density residential neighborhoods. The neighborhood mixed use category is primarily dedicated to non-residential uses that provide services, entertainment, and amenities to residents within a three-mile radius. Land use and development within this category is closely coordinated with existing and planned roadway transportation networks, while encouraging bicycle and pedestrian access. This future land use category should be composed of a mixture of integrated commercial, office, institutional, and single-family residential uses. This future land use classification is not intended to be solely reserved for mixed use developments. Single use developments that contribute toward an integrated land use pattern of appropriate commercial, office, civic, and medium density residential uses are encouraged.



The proposed use is not consistent with the Neighborhood Mixed Use future land use category. The Pender 2.0 Comprehensive Land Use Plan states that establishments requiring large surface parking in excess of 20,000 square feet, low density residential use, industrial use and storage facilities are inappropriate uses in the Neighborhood Mixed Use district. Appropriate uses include neighborhood-scale retail, restaurant, and office establishments; religious and educational institutions; and higher-density single-family residences – attached and detached. Large-scale or intense commercial establishments, multi-family development, and industrial operations are not appropriate. Building footprints are generally limited to 15,000 square feet in size or smaller. These areas should be served by water and sewer infrastructure. Development density within this category allows for up to 10 units per acre for residential development.

While the proposal conflicts with the Future Land Use Map (FLUM), the request was found to be consistent with policies 5.1.D and 5.1.K support the request as the proposed use is intended to provide a needed service in an area experiencing significant growth.

> **Policy 5.1.D: Focused Growth and Development:** The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.
>
> **Policy 5.1.K: Commercial Development:** The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.

The proposed SUP is supported by the above policy because it has the potential to provide a needed service to residential developments in the vicinity with H.O.A. restrictions on storage and having minimal impacts to existing traffic.

PROPOSED CONDITIONS

Conditions to Consider in Issuing a Special Use Permit for this Project

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The obligations imposed by this permit will be the responsibility of the property owner and shall continue in effect for the duration of this permit.
3. The applicant shall meet all other local, state, and federal regulations.
4. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in the pursuit of revocation actions pursuant to N.C.G.S. 160D-403(f), if not corrected within 30 days of receipt of the notice of violation.
5. Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant.
6. The applicant shall provide a seven foot (7') high vegetated berm along Sloop Point Loop Road in front of the project area.
7. Any expansion of the proposed site will require a revision to the Special Use Permit as approved by the Board of County Commissioners.

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	**Date**	
Application Fee	$	**Receipt No.**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Batson Robert	**Owner's Name:**	Same
Applicant's Address:	471 Sloop Point Loop RD	**Owner's Address:**	"
City, State, & Zip	Hampstead, NC 28443	**City, State, & Zip**	"
Phone Number:	910-620-5085	**Phone Number:**	"
Email Address:		**Email Address:**	"
Legal relationship of applicant to land owner:	Owner		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	4204-92-0474-0000	**Total property acreage:**	41.38
Zoning Classification:	GB	**Acreage to be disturbed:**	
Project Address :	Same	**NAICS Code:**	
Description of Project Location:	Batson Farm / DOT SR 1563		
Describe activities to be undertaken on project site:	Boat, Trailer + RV storage		

SECTION 3: SIGNATURES			
Applicant's Signature	Robert Batson	**Date:**	10-31-22
Owner's Signature	Same	**Date:**	10-31-22

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

PROPOSED SPECIAL USE PERMIT
FOR
ROBERT BATSON

TAX PIN #4204-92-0474-0000

THE SUBJECT PROPERTY WHICH IS LOCATED AT THE NORTH WESTERN CORNER OF THE INTERSECTION OF S.R. 1563 (SLOOP POINT LOOP ROAD) & S.R. 1565 (COUNTRY CLUB ROAD)

THIS IS THE IDEAL LOCATION FOR CAMPER / R.V. / BOAT & TRAILER STORAGE SITES.
THIS LOCATION OFFERS EASY ACCESS TO BOAT LANDINGS, HARDWARE & PARTS STORES, ETC.
DUE TO SMALL LOT SIZES AND H.O.A. REQUIREMENTS OF STORGAE OF LARGE PERSONAL IDEMS WITHIN THE THE SURROUNDING AREA. THIS SITE WILL OFFER ADEQUATE AREA FOR STORAGE OF LARGE PERSONAL PROPERTY ITEMS WHICH ARE NEEDED BY PENDER COUNTY RESIDENTS

THIS PROPERTY IS CURRENTLY ZONED (GB) WHICH WILL NOT ALLOW OUTSIDE STORAGE AT THIS TIME.

DESCRIPTION OF ACTIVITIES
THIS STORAGE YARD WILL SUPPLY ELECTRIC, WATER, LIGHTING, SECURITY, ETC. FOR RENTERS OF SPACES.
THE ENTRANCE GATE WILL HAVE A COMBINATION LOCK, WHICH CAN BE ACCESSED AT ALL TIMES.
GARBAGE DISPOSAL WILL BE PRIVATE.

Sincerely,

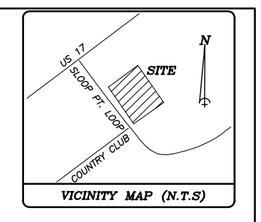
Robert Batson

NOTES

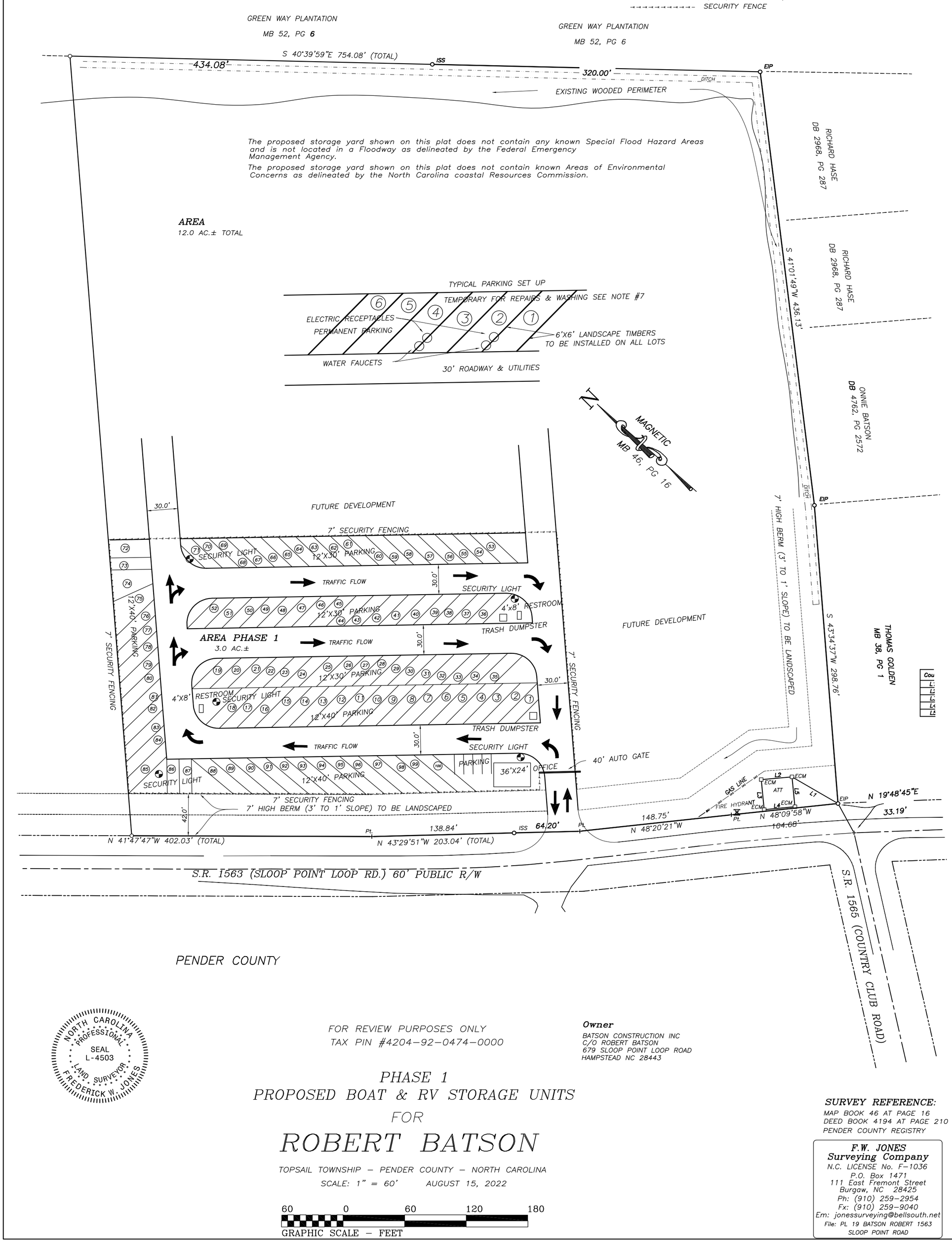
1. CORNERS ARE MARKED AS NOTED ON MAP.
2. ALL DISTANCES ARE HORIZONTAL FIELD MEASUREMENTS.
3. AREA COMPUTED BY THE COORDINATE METHOD.
4. THIS PROPERTY IS ZONED GB.
5. THIS PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARDOUS AREA.
6. NO KNOWN HORIZONTAL CONTROL WITHIN 2,000'.
7. BUILDING SET BACKS REQUIRED TO BE IN ACCORD WITH THE PENDER COUNTY ZONING ORDINANCE. (FRONT 25' // SIDE 10' // REAR 10')
7. LOTS 1 THROUGH 4 ARE FOR TEMPORARY USE.
8. LOTS 5 THROUGH 18 & LOTS 72 THROUGH 100 ARE 12'X40'
9. LOTS 19 THROUGH 71 ARE 12'X30'
10. THE ENTIRE 3 ACRE PHASE 1 WILL BE CONSTRUCTED WITH 6" OF COMPACTED GRAVEL
11. ALL EXTERIOR ROADWAY RADIUS = 25.0'
12. THIS PROPERTY TO SERVICED WELL WATER.

LEGEND:

○	EIP (EXISTING IRON PIPE) OR EIS (EXISTING IRON STAKE) OR ISS (IRON STAKE SET)
+	Pt. (POINT)
———	PROPERTY LINE
– – – –	NON–SURVEYED LINE
–·–·–	DITCH LINE
—–—–—	℄ (CENTER LINE)
—·—·—	R/W (RIGHT OF WAY)
-+-+-+-	SECURITY FENCE



VICINITY MAP (N.T.S)



NORTH CAROLINA PROFESSIONAL SEAL L-4503 LAND SURVEYOR FREDERICK W. JONES

FOR REVIEW PURPOSES ONLY
TAX PIN #4204–92–0474–0000

Owner
BATSON CONSTRUCTION INC
C/O ROBERT BATSON
679 SLOOP POINT LOOP ROAD
HAMPSTEAD NC 28443

PHASE 1
PROPOSED BOAT & RV STORAGE UNITS
FOR
ROBERT BATSON

TOPSAIL TOWNSHIP – PENDER COUNTY – NORTH CAROLINA
SCALE: 1" = 60' AUGUST 15, 2022

60 0 60 120 180
GRAPHIC SCALE – FEET

SURVEY REFERENCE:
MAP BOOK 46 AT PAGE 16
DEED BOOK 4194 AT PAGE 210
PENDER COUNTY REGISTRY

F.W. JONES Surveying Company
N.C. LICENSE No. F–1036
P.O. Box 1471
111 East Fremont Street
Burgaw, NC 28425
Ph: (910) 259–2954
Fx: (910) 259–9040
Em: jonessurveying@bellsouth.net

File: PL 19 BATSON ROBERT 1563 SLOOP POINT ROAD

REQUEST FOR BOARD ACTION

ITEM NO. SUP 2022-37

DATE OF MEETING: January 17, 2023

REQUESTED BY: Justin Bratley, Interim Director – Land Use, Planning & Community Development

SHORT TITLE: Resolution Requesting Approval of a Special Use Permit for the storage of boats and watercraft outdoors.

BACKGROUND: Robert Batson, applicant, on behalf of Batson Construction Inc, owner, is requesting the approval of a Special Use Permit to allow the storage of boats and watercraft outdoors. The use is proposed on 3 acres within the GB, General Business zoning district within a larger tract that is approximately 41.38 acres. The subject property is located on Sloop Point Loop Road approximately 2,000 feet southeast of the intersection of Sloop Point Loop Rd and US Hwy 17 in the Topsail Township and may be further identified by PIN 4204-92-0474-0000.

SPECIFIC ACTION REQUESTED: To hold a public hearing and consider the approval of a Special Use Permit for the storage of boats and watercraft outdoors.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

On January 17, 2023, the Pender County Board of Commissioners (approved, modified, denied) a Special Use Permit Application, as described herein. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS_____

YEA VOTES: Tate ___ McCoy ___ Groves ___ Newton ___ Fletcher-Hardee___

_____ _____
Jacqueline A. Newton, Chairwoman Date

_____ _____
ATTEST Date
Clerk to Board

County Seal:

Pender County
SUP 2022-38

TO:	Board of Commissioners
FROM:	Justin Brantley
DATE:	January 17, 2023
SUBJECT:	SUP 2022-38: Request for Special Use Permit Revocation

SUMMARY:
Lewis T. Nunnelee, IV, applicant and owner, is requesting the revocation of a previously issued Special Use Permit (Case 10987 & 10987R) for the operation of a Private Recreation Club. The subject property is located north of the intersection of Old Maple Hill Road and Shaw Highway in the Holly Township and may be further identified by PIN 3361-13-7426-0000.

ACTION REQUESTED:
To hold a public hearing and consider the Special Use Permit request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Exhibit
5. Deed Book 4780 Page 2993
6. Attachment 1 - Original SUP Approval Documents
7. Attachment 2 - SUP Approval and Revocation Procedures

STAFF REPORT FOR SUP 2022-38
SPECIAL USE PERMIT APPLICATION

APPLICATION SUMMARY	
Case Number	SUP 2022-38
Hearing Date	January 17, 2023 Board of County Commissioners
Applicant	Lewis T. Nunnelee, IV
Property Owners	Lewis T. Nunnelee, IV
Parcel Identification Number	3361-13-7426-0000
Acreage	247.61
Township	Holly
Zoning District	RA, Rural Agricultural
Pender 2.0 Future Land Use Category	Rural Agriculture

SPECIAL USE PERMIT PROPOSAL
Lewis T. Nunnelee, IV, applicant and owner, is requesting the revocation of a previously issued Special Use Permit (Case 10987 & 10987R) for the operation of a Private Recreation Club.
LOCATION
The subject property is located north of the intersection of Old Maple Hill Road and Shaw Highway in the Holly Township and may be further identified by PIN 3361-13-7426-0000.

SPECIAL USE PERMIT REVOCATION REQUEST

The applicant and owner is requesting the revocation of a Special Use Permit for a private recreation club (NAICS 71399) that was originally approved by the Board of Commissioners on August 19th, 2013 (Case 10987) and revised with approval by the Board of Commissioners on June 22nd, 2015 (Case 10987R). The original applicant was Burney Wing & Gun Club with John Burney III as the property owner at that time. See attachment 1 for previous SUP approval with supporting documentation. Since that time, Mr. Lewis T. Nunnelee, IV purchased the property with no knowledge of the Special Use Permit for the property. See attached Deed. Mr. Nunnelee wishes to abandon the Special Use Permit as he has no intentions of continuing to use the property as approved with the previous Special Use Permit and subsequent revision. See attached Letter from Mr. Nunnelee.

North Carolina General Statute

NCGS 160D-705. Quasi-judicial zoning decisions.

(c) Special Use Permits. – The regulations may provide that the board of adjustment, planning board, or governing board hear and decide special use permits in accordance with principles, conditions, safeguards, and procedures specified in the regulations. Reasonable and appropriate conditions and safeguards may be imposed upon these permits. Where appropriate, such conditions may include requirements that street and utility rights-of-way be dedicated to the public and that provision be made for recreational space and facilities. Conditions and safeguards imposed under this subsection shall not include requirements for which the local government does not have authority under statute to regulate nor requirements for which the courts have held to be unenforceable if imposed directly by the local government, including, without limitation, taxes, impact fees, building design elements within the scope of G.S. 160D-702(b), driveway-related improvements in excess of those allowed in G.S. 136-18(29) and G.S. 160A-307, or other unauthorized limitations on the development or use of land.

The regulations may provide that defined minor modifications to special use permits that do not involve a change in uses permitted or the density of overall development permitted may be reviewed and approved administratively. Any other modification or revocation of a special use permit shall follow the same process for approval as is applicable to the approval of a special use permit. If multiple parcels of land are subject to a special use permit, the owners of individual parcels may apply for permit modification so long as the modification would not result in other properties failing to meet the terms of the special use permit or regulations. Any modifications approved apply only to those properties whose owners apply for the modification. The regulation may require that special use permits be recorded with the register of deeds.

EVALUATION

Zoning and Existing Land Use in Area
Most of the subject property is vacant with portions of the site being used for agriculture and residential purposes.

CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential, Vacant	RA, Rural Agricultural
East	Residential, Agricultural, Vacant	RA, Rural Agricultural
South	Residential, Conservation	RA, Rural Agricultural & EC, Environmental Conservation
West	Residential, Vacant, Conservation	RA, Rural Agricultural & EC, Environmental Conservation

Basis for Granting or Revoking a SUP (See Attachment 2)

Approval and revocation procedures for Special Use Permits are located in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance. Section 3.12.4.B. of the Pender County Unified Development Ordinance provides the following language:

In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.

2) That the use for which such approval was granted is not being executed.

3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.

4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.

5) That the permit granted is in violation of an Ordinance or Statute.

6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

Pender County
Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Special Use Permit Submission

Applications will be considered for the Board of County Commissioners hearing and reviewed by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

1. n/a — **Pre-submittal Meeting**
   Date of Meeting _____
2. Enclosed — **Signed Application**
3. Waived — **Payment**
   $300 for the first 5 acres; $10 per acre over 5 acres of the project area
4. n/a — **Site Plan**
   All Site Plans submitted must be in accordance with Section 3.12.2 of the Unified Development Ordinance.
5. Provided — **Digital Submission**
   For all documents submitted in paper copy, bring a digital copy with paper submission.
6. Enclosed — **Adjacent Property List**
   The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500-feet of the perimeter of the project bounds along of the property under consideration.
7. Enclosed — **Adjacent Property Envelopes**
   The applicant shall provide one (1) set of #10 envelopes with typed addresses to each person on the owners of all properties located within 500-feet of the perimeter of the project bounds and accompanied with the required amount for first class postage.
8. Enclosed — **Project Narrative**
   A description of the proposed Special Use Permit including response to the standards set forth in Section 3.12.3.G of the Unified Development Ordinance.

I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant [signature] Date November 29, 2022

Printed Name Lewis T. Nunnelee, IV, Trustee of the LTN Family Trust

Staff Initials: _____
Date: _____

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	**Date**	
Application Fee	$	**Invoice Number**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Lewis T. Nunnelee, IV	**Owner's Name:**	Lewis T. Nunnelee, IV, Trustee of the LTN Family Trust u/a/d December 15, 2016
Applicant's Address:	P.O. Box 10159	**Owner's Address:**	P.O. Box 10159
City, State, & Zip	Wilmington, NC 28404	**City, State, & Zip**	Wilmington, NC 28404
Phone Number:	(910) 392-3674	**Phone Number:**	(910) 392-3674
Email Address:	nunneleeiv@coastal-bev.com	**Email Address:**	nunneleeiv@coastal-bev.com
Legal relationship of applicant to landowner:	Trustee of the Trust that owns the Property		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3361-13-7426-0000	**Total property acreage:**	247.61
Zoning Classification:	RA	**Acreage to be disturbed:**	N/A
Water Provider:		**Wastewater Provider:**	
Project Address:	Old Maple Hill Road (SR 1520)	**NAICS Code:**	
Description of Project Location:	Old Maple Hill Road (SR 1520) and Shaw Highway (SR 1522)		
Describe activities to be undertaken on project site:	This application is to abandon the existing Special Use Permit (10987 R) which allows for the Property to be used as a private, commercial recreation club. Owner does not desire to continue that use and will use the Property consistent with its RA Zoning Classification, including residential and recreational use.		

SECTION 3: SIGNATURES			
Applicant's Signature	DocuSigned by: 403ED888C8B94ED	**Date:**	November 9, 2022
Applicant's Printed Name:	Lewis T. Nunnelee, IV	**Date:**	
Owner's Signature	DocuSigned by: 403ED888C8B94ED	**Date:**	November 9, 2022
Owner's Printed Name:	Lewis T. Nunnelee, IV, Trustee of the LTN Family Trust u/a/d 12/15/16	**Date:**	

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

LEWIS T. NUNNELEE, IV
P.O. Box 10159
Wilmington, NC 28404

November 30, 2022

Mr. Justin Brantley
Interim Director, Land Use
Pender County
805 S. Walker St.
Burgaw, NC 28425

RE: Old Maple Hill Road Property; PIN 3361-13-7426-0000

Dear Mr. Brantley:

As you know, as Trustee of the LTN Family Trust, I purchased the above property without knowledge of the existing Special Use Permit (the "SUP") that provided for the use of the property as a private, commercial recreation club. I do not desire or intend to continue that use, and I wish to terminate the SUP.

My proposed plans for the property include an addition to the existing residence located on the property, and to use the balance of the property consistent with the uses allowed under its RA Zoning Classification, including residential and recreational use. The use for which the SUP was granted is not being executed; it has ceased to exist and will not be continued. The pheasant shooting tower has been removed from the property.

Please let me know if you have any questions. I look forward to working with you and your Board to terminate the existing SUP in order to develop the property for my intended use.

Very truly yours,

Lewis T. Nunnelee, IV

ND:4871-7586-6432, v. 1

EXHIBIT TO NUNNELEE SUP APPLICATION

BK 4780 PG 2993 - 2998 (6) DOC# 20098413
This Document eRecorded: 02/28/2022 03:41:17 PM
Fee: $26.00 DocType: DEED Tax: $3,700.00
Pender County, North Carolina
Sharon Lear Willoughby, Register of Deeds

Prepared by: **J. C. Hearne, II**
Preparer of this document has made no title examination and makes no representations or certifications as to any matters affecting title.

Return to: **Ward and Smith, P.A./Clifford P. Parson**

Excise Tax: $3,700.00

Parcel Identifier No.: **3361-05-4359-0000**
3361-34-2234-0000
3361-13-7426-0000

____ If initialed, the property includes the primary residence of at least one of the Grantors, otherwise note as N/A. (*per NC GS § 105-317.2*)

Brief description for the index:

305.28 Total Acres - Tract 1-17.1 Acres, Tract2-40.57 Acres, Tract3 -247.61 Acres

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED, made this 18th day of January, 2022, by and between

GRANTOR	GRANTEE
DEW FIELD FARMS, LLC, *a North Carolina limited liability company*	**Lewis T. Nunnelee, IV,** **Trustee of the** **LTN FAMILY TRUST u/a/d** **December 15, 2016**
Mailing Address: 2144 Echo Lane Wilmington, NC 28403-0021	Property Address: 11870 Shaw Hwy Burgaw, NC 28425 Mailing Address: P. O. Box 10159 Wilmington, NC 28404

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

Submitted electronically by "Ward and Smith, P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Pender County Register of Deeds.

W I T N E S S E T H:

NOW, THEREFORE Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Pender County, North Carolina and more particularly described as follows:

> Being the same real property described on attached Exhibit A. Some of the real property conveyed herein is subject to Water Quality Conservation Easements and Conservation Easements, conveyed by John J. Burney, Jr. and wife, Catherine E. Burney, to North Carolina Coastal Land Trust, said easements being recorded in Book 2239, Page 160, and Book 2239, Page 176. The Water Quality Conservation Easement recorded in Book 2239, Page 160, was assigned by North Carolina Coastal Land Trust in favor of the State of North Carolina, said assignment being recorded in Book 2239, Page 172. The North Carolina Coastal Land Trust record a map of the afore described tracts, said map being record in Map Book 52, at Page 12 as shown as Exhibit B as recorded in Book 4357 at page 158 of the Pender County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 4357 at Page(s) 158.

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

AND the Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

1. Rights of way and easements of record, if any.
2. Zoning and/or subdivision ordinances and regulations, if any.
3. Restrictive covenants of record, if any.
4. Ad valorem taxes for 2022 and subsequent years.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors, the day and year first above written.

[Remainder of page left intentionally blank.]

Dew Field Farms, LLC

By: _____ (Seal)
John J. Burney, III, Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Cynthia A. Ungaro, a Notary Public of New Hanover County and State aforesaid, certify that John J. Burney, III personally came before me this day and acknowledged that he is the sole Member/Manager of Dew Field Farms, LLC, a North Carolina limited liability company and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its sole Member/Manager.

Date: January 18th, 2022

CYNTHIA A. UNGARO
(Official Seal)
NOTARY
PUBLIC
NEW HANOVER COUNTY, NC

_____
Signature of Notary Public

Cynthia A. Ungaro, Notary Public

My commission expires: March 11, 2025

Exhibit A

TRACT ONE:

All that certain tract of land lying and being in Holly Township, Pender County, North Carolina, more particularly described in accordance with the plat made by J. T. Wells, September 1948, as follows: BEGINNING at a stone on the South margin of Shelter Creek, the same being in the easterly line of the West Virginia Pulp and Paper Company and running from said stone S. 21°5' West 498 feet to a stone; thence S. 39°50' West 1194.5 feet to a stone; thence S. 33°30' West 906 feet to a stone corner with the West Virginia Pulp and Paper Company, thence with their line S. 52°25' East 1132 feet to a stake at the ditch; thence along said ditch and beyond and with Williams N. 28°5' East 3065.0 feet to a pipe at Carbinton Branch; thence along said branch N. 39°25' West 37 feet; N. 11°35' East 71.6 feet; N. 14°55' West 131 feet; N. 70°50' West 71 feet; N. 36°20' West 73 feet; N. 17°20' East 89.5 feet; N. 14°10' West 90 feet; N. 63°50' East 62 feet; S. 67°15' East 57 feet; N. 46°55' East 49 feet; N. 13°45' East 104.5 feet; N. 65° W 62 feet; S. 82°15' West 76 feet; S. 58°4' West 249 feet; S. 46°15' West 145 feet; S. 87°40' West 196 feet; North 63°15' West 133 feet; to the intersection of said branch with Shelter Creek; thence along said creek S. 18°50' East 161 feet; S. 42°15' West 153.5 feet; S. 47°50' West 202 feet to the beginning, containing 68.1 acres, more or less. Being that tract of land conveyed to S.J. McKoy and wife, Hazel McKoy. by R. F. Humphrey and wife, Mabel Humphrey, by deed recorded in Back 252, Book 39, Registry of Pender County and also being that tract of land conveyed by S. (Sprunt) J. McKoy and wife, Hazel McKoy, to the grantors herein by deed dated February 3, 1949 and duly recorded in the Registry of Pander County.

Same being that certain tract of land conveyed to John J. Burney, Jr. and wife, Catherine E. Burney, one of Grantors, herein, by deed recorded in Book 460, at page 19.

TRACT TWO:

BEGINNING at a iron pipe in the run of Corbington Branch, said iron pipe being the North East corner of a tract of land conveyed to John J. Burney, Jr. and wife, Catherine E. Burney from B.E. Huffine dated March 13, 1973 and recorded in the Office of the Register of Deeds, Pender County, in Book 460, Page 19; running thence with the eastern line of the John J. Burney, Jr. tract South 30 degrees 00 minutes West 1089.7 feet to a new iron pipe in said line; said iron pipe being located North 30 degrees 00 minutes East 1975.3 feet from an old iron pipe which marks the South East corner of the above mentioned John J. Burney, Jr. tract; running thence South 50 degrees 26 minutes East 2232.87 feet to a point in the center of Secondary Road #1520 (Old Holly Shelter Road); running thence with the Old Holly Shelter Road, North 43 degrees 42 minutes East 115.49 feet, North 73 degrees 06 minutes East 637.36 feet and North 58 degrees 42 minutes East 289.17 feet to the Western line of R. Frank Humphrey Home Tract; running thence with the R. Frank Humphrey Western line, North 38 degrees 20 minutes West 1011.0 feet to Old Marked Forked Cypress in the run of Richland Branch; running thence North 54 degrees 20 minutes West 700.0 feet to a concrete monument in the run of Corbington Branch; running thence the following courses and distances down the run of Corbington Branch, South 82 degrees 25 minutes West 69.7 feet, North 42 degrees 23 minutes West 228.90 feet, South 86 degrees 58 minutes West 224.10 feet, North 55 degrees 00 minutes West 99.90 feet, South 75 degrees 30 minutes West 128.70 feet, North 34 degrees 30 minutes West 149.10 feet, North 37 degrees 12 minutes West 107.50 feet, North 13 degrees 45 minutes East 160.50 feet, North 39 degrees 25 minutes West 71.5 feet, North 60 degrees 50 minutes West 90.7 feet and North 14 degrees 21 minutes West 112.25 feet to the point of beginning. Containing 59.5 acres, more or less, and being a portion of tracts of land described in Book 286, Page 598 of the Pender County Registry.

Same being that certain tract of land conveyed to John J. Burney, Jr. and wife, Catherine E. Burney, one of Grantors herein by deed recorded in Book 472, at Page 240.

TRACT THREE:

BEGINNING at a point in the centerline of S.R. #1520 (Old Holly Shelter Road), said point marks the Southwestern most corner of the 59.5 acre tract of land deed from Teal Alexander Rivenbark, Jr. (widower), Leonard Y. Safrit and wife, Virginia Safrit to John J. Burney, Jr. and wife, Catherine Elizabeth Burney dated May 13, 1974; and running thence, from said Beginning point, with the centerline of S.R. #1520 the following courses and distances: South 42 degrees 35 minutes West 461.5 feet, South 28 degrees 45 minutes West 535.1 feet and South 11 degrees 20 minutes West 589.1 feet to a point that marks the Southeastern most corner at the George L. Boney tract recorded in Book 438, Page 4 of the Pender County Registry; running thence, with the lines of the above referenced George L. Boney tract North 52 degrees 05 minutes West 657.89 feet and South 47 degrees 30 minutes West 399.54 feet to a point in the line of the International Paper Company tract; running thence, with the line of the International Paper Company tract North 51 degrees 30 minutes West 1546.7 feet to a point that marks the Southeastern most corner of the John J. Burney, Jr. "Player Tract"; running thence, with the Eastern most line of said tract North 30 degrees 30 minutes East 1975.3 feet to a point that marks the Northwestern most corner of above referred 59.5 acre tract of land deeded from Teal Alexander Rivenbark, Jr. (widower), Leonard Y. Safrit and wife, Virginia Safrit to John J. Burney, Jr. and wife, Catherine Elizabeth Burney dated May 13, 1974; running thence, with the Southern most line of the above referred tract South 50 degrees 26 minutes East 2232.87 feet to the point of BEGINNING, containing 84 acres, more or less.

Same being that certain tract of realty conveyed to John J. Burney, Jr. and wife, Catherine E. Burney, one of Grantors herein, by Deed recorded in Book 704, Page 4.

TRACT FOUR:

Located in Holly Township, Pender County, State of North Carolina. and being described as follows:

BEGINNING at a pine stump on the south bank of Holly Shelter Creek and at the beginning corner or a 110 acre tract of land described as the sixth tract in a deed from West Virginia Pulp and Paper Company to International Paper Company dated June 20, 1949, and recorded in Book 277 on Page 445 of the Register of Deeds Office of Pender County, and from said pine stump beginning corner so located running thence as follows:

1. South 20 degrees 15 minutes West 504 feet to a point where two ditches intersect; thence
2. With and beyond a ditch, the same being the Old W. F. Chadwick line, South 39 degrees 45 minutes West 1196 feet to a stake at the old corner; thence

3. With another old line, South 33 degrees 30 minutes West 904 feet to an existing concreted monument marked "CRT CO", thence

4. South 77 degrees 23 minutes 00 seconds West 73.23 feet to an iron stake that is located in the east edge of the 60.00 feet wide right-of-way of N.C. Secondary Road No. 1522; thence

5. With the east edge of said right-of-way of N.C. Secondary Road No. 1522, the same running parallel with the center of the pavement and 30.00 feet eastward as measured at right angles therefrom, North 12 degrees 37 minutes 00 seconds West 1178.37 feet to a point in the center of a 20.00 feet wide easement area conveyed to Donald Lanier; thence

6. The same course continued and with the east edge of said right-of-way, North 12 degrees 37 minutes 00 seconds West 1544.46 feet to an existing concrete monument; thence

7. Continued with the east edge of the 60.00 feet wide right-of-way of N.C. Secondary Road No. 1522, as it curves, chords of which are as follows: North 09 degrees 34 minutes 23 seconds West 97.48 feet, North 03 degrees 16 minutes 28 seconds West 96.91 feet, North 02 degrees 14 minutes 37 seconds East 96.93 feet, North 08 degrees 25 minutes 22 seconds East 96.51 feet, and North 15 degrees 37 minutes 27 seconds East 142.42 feet to an iron stake; thence

8. Crossing the public road, North 72 degrees 23 minutes 00 second West 206.57 feet to an existing iron stake that is located at a corner of land owned now or formerly by Chadwick; thence

9. The same course continued and with the old line of land owned now or formerly by Chadwick, North 72 degrees 23 minutes 00 seconds West 474.08 feet to an existing iron stake; thence

10. With the old line, North 16 degrees 04 minutes 28 seconds East 794.43 feet to an existing concrete monument that is located on the bank of Holly Shelter Creek; thence

11. The same course and continued, North 16 degrees 04 minutes 28 seconds East about 70 feet, more or less, to the center of the run of Holly Shelter Creek; thence

12. Up and with the center of the run of said creek with the various meanders thereof to a point opposite the beginning station; thence

13. South 20 degrees 15 minutes West 80 feet to the POINT OF BEGINNING, containing 103.5 acres, more or less.

Calls numbered 1, 2, 3, 12 and 13 were taken from International Paper Company deeds. The remaining calls were taken from an actual survey made by William W. Blanchard, R.L.S. No. L-619, and are correct in their angular relations and relative to September 1987 magnetic meridian.

The above described land is part of that land described as the sixth tract and seventh tract in a deed from West Virginia Pulp and Paper Company to International Paper Company dated June 20, 1949, and recorded in Deed Book 277 on Page 445, Pender County Register of Deeds Office.

Same being that certain tract of land conveyed to John J. Burney, Jr. and wife, Catherine E. Burney, one of the Grantors, herein, by deed recorded in Book 710, at Page 141.

John J. Burney, Jr. and Catherine E. Burney conveyed two parcels of realty contained in the afore described tract which two tracts are as follows and which are excepted from the foregoing parcels:

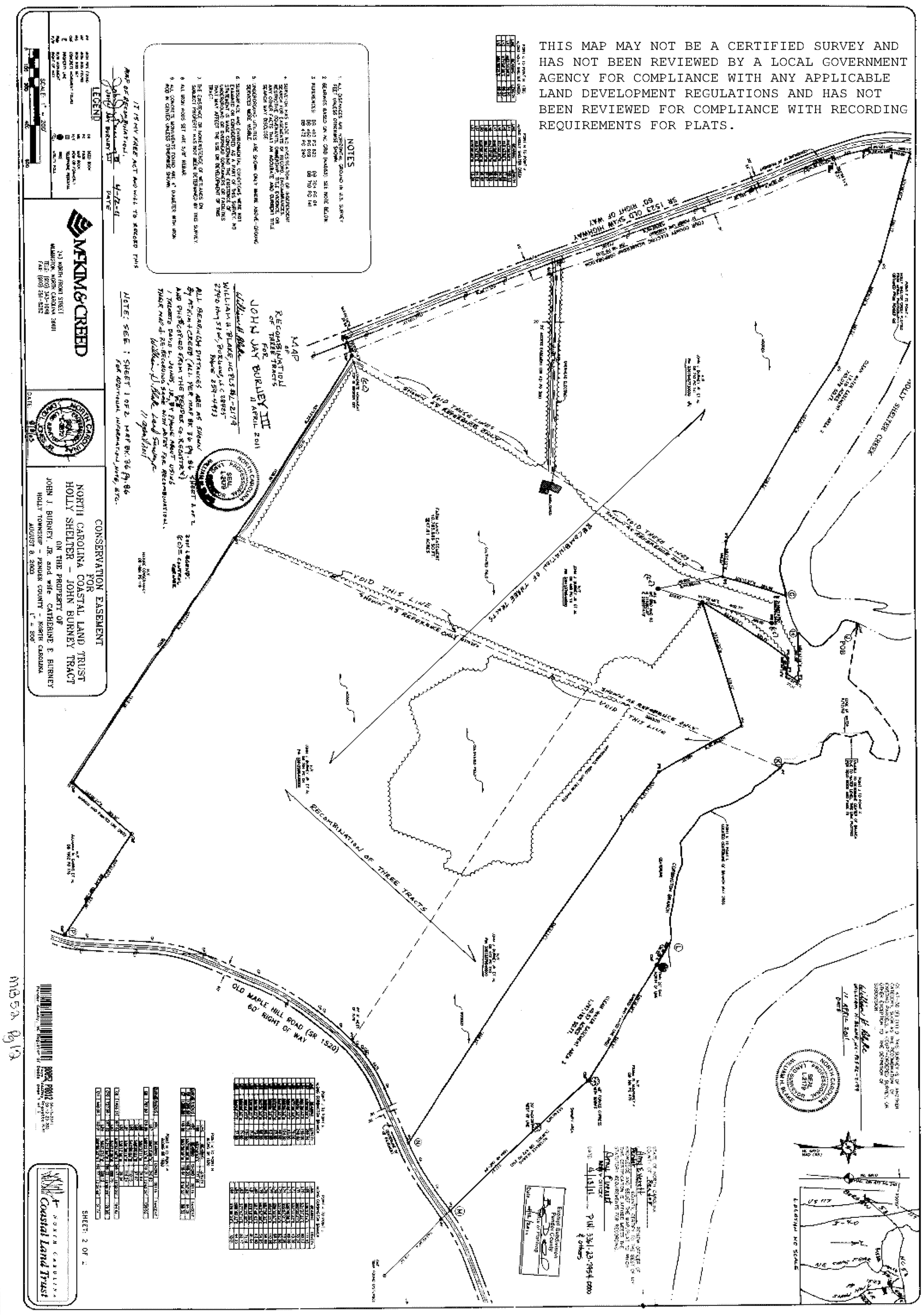
1. By deed dated April 27, 1988, and recorded April 29, 1988, in Book 710, Page 142, a tract containing 0.86 acres, more or less, was conveyed to Raymond Gene Chadwick and wife, Patricia W. Chadwick.

2. By deed dated April 27, 1988, and recorded April 29, 1988, in Book 710, Page 143, a tract containing 7.42 acres, more or less, was conveyed to Charles M. Godwin and wife, Catherin P. Godwin.

The foregoing property is also depicted on the map recorded in Map book 52, Page 12 in the office of the Register of Deeds of Pender County as the Farm Land Easement Area and the two Clean Water Easement Areas.

EXHIBIT B

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.



REQUEST FOR BOARD ACTION

ITEM NO. _29_

DATE OF MEETING: June 22, 2015

REQUESTED BY: Megan O'Hare, Senior Planner, Planning & Community Development

SHORT TITLE: Resolution Requesting Approval for a Major Revision to a Special Use Permit (SUP) for the Operation of Private Recreation Club.

BACKGROUND: Burney Wing and Gun Club, applicant, on behalf of Dew Field Farms, owner, is requesting approval of a major revision to an existing Special Use Permit (SUP 10987 R) originally issued on August 19, 2013. The requested revision is only to modify previously approved hours of operation at the private recreation club. The property is currently zoned RA, Rural Agricultural zoning district, and according to the Pender County Unified Development Ordinance §5.2.3 Table of Permitted Uses, All Other Amusement and Recreation Industries (NAICS 71399) are permitted via Special Use Permit. There is one (1) tract associated with this request located to the west of Old Maple Hill Road (SR 1520) approximately 1,600 feet north of the intersection of Shaw Highway (SR 1522) and Old Maple Hill Road (SR 1520). The subject property may be identified further by Pender County PIN 3361-13-7426-0000.

SPECIFIC ACTION REQUESTED: To hold a public hearing and consider the approval for a major revision to a Special Use Permit for the operation of a private recreation club.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Pender County Board of Commissioners that:

on June 22, 2015 the Pender County Board of Commissioners (approved, modified, denied) a Special Use Permit Amendment, as described herein. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED McCoy SECONDED Brown

APPROVED ✓ DENIED_____ UNANIMOUS_____

YEA VOTES: Williams ✓ Brown ✓ McCoy ✓ Piepmeyer___ Keith ___

J. David Williams, Chairman 6/22/2015
Date

ATTEST 6/22/2015
DATE

PLANNING STAFF REPORT
Special Use Permit

SUMMARY:

Hearing Date: June 22, 2015
Applicant: Burney Wing and Gun Club
Property Owner: Dew Field Farms, LLC.
Case Number: 10987 R

Land Use Proposed: Burney Wing and Gun Club, applicant, on behalf of Dew Field Farms, owner, is requesting approval to a Special Use Permit, previously issued on August 19, 2013 (SUP 10987), to modify the hours of operation for the use of a private recreation club (NAICS 71399).

Property Record Number and Location: The property is located on the western side of Old Maple Hill Road (SR 1520) approximately 1,600 feet north of the intersection of Shaw Highway (SR 1522) and Old Maple Hill (SR 1520) Road. There is one tract associated with this request totaling approximately 247.61 acres. The property may be identified as Pender County PIN 3361-13-7426-0000.

Zoning District of Property: The property is currently zoned RA, Rural Agricultural, and All Other Amusement and Recreation Industries (NAICS 71399) are permitted via Special Use Permit in the RA zoning district.

PROJECT DESCRIPTION:

Burney Wing and Gun Club, applicant, on behalf of Dew Field Farms, LLC., owner, is requesting approval of a major revision to an existing Special Use Permit (SUP 10987) originally issued on August 19, 2013. The requested revision is only to modify previously approved hours of operation at the private recreation club. The property is currently zoned RA, Rural Agricultural zoning district, and according to the Pender County Unified Development Ordinance §5.2.3 Table of Permitted Uses, All Other Amusement and Recreation Industries (NAICS 71399) are permitted via Special Use Permit. Major revisions to Special Use Permits are required to be submitted to the Pender County Board of Commissioners for approval according to Pender County Unified Development Ordinance §3.2.14.

Request:
The applicant requests to modify the original Special Use Permit to include shooting on the property from 1:00 p.m. to 6:00 p.m. on Sundays which was not previously approved. The facility's current hours of operation are Monday through Saturday, with a 7:00 p.m. cut-off time according to the previously issued Special Use Permit. According to the applicant's previously approved Special Use Permit, the site will be used as a private club operation, with available activities to include (dove, deer, duck and turkey) hunting, a pheasant shooting tower, two (2) skeet shooting ranges, and a clubhouse. The two (2) skeet shooting ranges are located near the center of the property and are open from September through February.

Previously Approved Project:
The subject parcel is approximately 247.61 acres in area and has a single family structure located near the center of the parcel. The previously approved Special Use Permit included the construction of a pheasant tower located near the eastern quarter quadrant of the tract in question, approximately 2,000 ft from the single family structure located on site. According to the applicant's previous submittal (Exhibit 1), "Pheasant Tower- Starts Oct and runs to March with two tower shoots a month for a total of 12 throws. Usually starts around 2:00 pm, shooting for around an hour a shoot and then serve oysters and cook the pheasants killed along with a social gathering around the outside fire pit." This particular area is bordered by a significant amount of vegetation, as shown on the 2012 aerials. The pheasant shooting tower is the

only activity on site allowed for non-member use. One must be a private club member in order to participate in any of the other activities (deer, turkey, dove hunting, skeet shooting etc.), detailed below. According to the applicant's previously approved Special Use Permit, the hunting activities are as follows:

1. Dove Hunting: Would begin September 1st and would continue every Saturday through the end of first season; which is customarily the first Saturday in October. The dove hunting area is shown on the provided site plan.

2. Deer Hunting: Starts in middle of October till January 1st.

3. Still Hunting: Would be available only on Tuesdays, Thursdays and Saturdays, mainly during the afternoon in marked deer stands.

4. Duck Hunting: Would begin the 2nd Saturday in November and continue through the end of January. Hunting time would be Saturday mornings located around the duck impoundment.

5. Turkey Hunting: Is available in April on the entire tract. Hunting days would be on Wednesday and Saturdays.

The property houses six (6) deer stands, with the closest stand located approximately 500' from the nearest residential property line. To date, there are 30 club members and no paid employees, however, the applicant may hire maintenance staff at a later date. There have been approved building permits on this site for the renovation of a single-family residence into a clubhouse facility and for the construction of concrete shooting pads and kennels to house hunting dogs (Exhibit 2).

All applicable permits and approvals must be obtained including inspections and Pender County Environmental Health Department regulation compliance.

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
MISCELLANEOUS USES											
All Other Amusement & Recreation Industries	71399	**S**				P	P		P		

EVALUATION:

A. ***Public Notifications:*** Advertisements for the proposal have been placed in the *Pender-Topsail Post & Voice*. Adjacent property owners were notified by first class mail.

B. ***Basis for Granting SUP:*** See attachment A for approval procedures (§3.12.3 of Unified Development Ordinance) and revocation procedures (§3.12.4 of Unified Development Ordinance).

C. ***Unified Development Ordinance Compliance:*** The property is currently zoned RA, Rural Agricultural zoning district, and All Other Amusement & Recreation Industries (NAICS 71399) are permitted in the RA zoning district by Special Use Permit, as prescribed by the Pender County Unified Development Ordinance §5.2.3 Table of Permitted Uses.

D. ***2010 Comprehensive Land Use Plan Compliance:*** The subject property is classified as Conservation in the *2010 Comprehensive Land Use Plan*. The Conservation land use classification designates areas that are owned in fee simple or have protective easements. These areas represent areas of special significance and unique characteristics that make them worthy of preservation.

Current conservation areas are typically owned by Federal or State agencies or private conservation groups and are often designated as Areas of Environmental Concerns (AECs). Currently, conservation areas comprise approximately 131,393 acres (24.7%) of the land area within the Pender County zoning jurisdiction.

E. The SUP request may be supported by the following within the *2010 Comprehensive Land Use Plan:*

Policy 10A.1.7 – Protection enhance and encourage a high quality of life, including the conservation and management of natural and man-made resources as an effective component of an economic development diversification strategy.

Policy 10A.1.8 – The County shall seek to foster a travel and tourism (including ecotourism) industry that is compatible with a high quality of life- as a means to facilitate diversification in the local economy.

F. ***Existing Land Use in Area:*** The properties to the north and northeast are primarily wooded conservation tracts. The land to the west and southwest include heavily wooded gameland tracts owned by the State of North Carolina. The parcels to the south and southeast include two heavily wooded tracts with a single residential home and a trailer on each parcel, respectively.

G. Site Access Conditions: The proposed use lies on a tract adjacent to Shaw Highway (SR 1520) and Maple Hill School Road (SR 1522).

H. ***Conditions To Consider In Issuing the Special Use Permit For This Project:***

1. The project shall comply with all requirements of the Pender County Unified Development Ordinance.
2. Unless approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void, if a final zoning permit has not been issued for the project within 12 months.
3. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in this permit becoming void, if not corrected within 30 days of receipt of the notice of violation.
4. The applicant shall meet all other local, state and federal regulations.
5. The obligations imposed by this permit will be the responsibility of the property owner and operator and shall continue in affect for the duration of this permit.
6. Approval for the use and location of the Pheasant Tower shall be contingent upon an approved height variance for said tower.
7. The previously approved hours of operation of Monday through Saturday with a 7 p.m. cut-off time for all shooting activities.
8. The approval of this permit includes hours of operation on Sundays from 1 p.m. to 6 p.m.

Attachment A

3.12.3 Procedures for Reviewing Applications

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.
B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.
C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.
D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.
E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.
F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.
G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:
    1. The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
    2. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
    3. The proposed use shall not constitute a nuisance or hazard;
    4. The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
    5. Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
    6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
    7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
    8. The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified.

H. Revisions - Major revisions to a Special Use Permit must be submitted to the Board of Commissioners. All legal notice and application fee requirements must be met for major revisions. Revisions that are considered minor revisions to an approved Special Use Permit may be reviewed and approved by the Administrator after basic submission requirements have been completed. All revisions

approved by the Administrator must meet the original conditions of the permit as approved by the County Commissioners and current provisions of the Zoning Ordinance.

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP 10987-R	Date	4-10-15
Application Fee	$ 300.00	Receipt No.	150786
Pre-Application Conference	4-10-15	Hearing Date	6-22-15

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	Burney Wing & Gun Club	Owner's Name:	John Jay Burney III
Applicant's Address:	11870 Shaw Highway	Owner's Address:	2144 Echo Lane
City, State, & Zip	Burgaw, NC, 28425	City, State, & Zip	Wilmington, NC, 28403
Phone Number:	910-471-9436	Phone Number:	910-471-9436

Legal relationship of applicant to land owner: Tenant

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	3361-13-7426-0000	Total property acreage:	247.61
Zoning Classification:	RA, Rural Agriculture	Acreage to be disturbed:	
Project Address :	11870 Shaw Highway, Burgaw NC 28425	NAICS Code:	
Description of Project Location:	OFF Shaw Highway		
Describe activities to be undertaken on project site:	Request Sunday Skeet Shooting From 1pm to 5:00 pm that was orginally request by Board And Owner Volunteered to not shoot on Sunday		

SECTION 3: SIGNATURES

Applicant's Signature	John J. Burney III	Date:	4-7-15
Owner's Signature	John J. Burney III	Date:	4-7-15

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Office Use Only	
☒ **General/** Fees: $300 +$10 per acre over 5 acres, Max. of $5,000 ☐ **Tower over 75 Feet/** Fees $500 ☐ **Minor Revisions /**Fees $100 ☐ **Mining** Fees $750	**Total Fee Calculation: $** 300.00 **Application#:** 10987R **Date of Hearing:**

Attachments Included with Application: (Please include # of copies)

CD /other digital version	☐ Y ☒ N	Plan Sets 22	# of large NA	# of 11X17 22	Other documents/Reports	☒ Y ☐ N

Payment Method:	**Cash :** ☐ $_____	**Credit Card:** ☐ Master Card ☐ Visa	**Check:** ☒ Check # 1276

Application received by:	Pick Only	Date: 5-8-15
Application completeness approved by:	Pick Only	Date: 5-28-15

Special Use Permit Checklist

☑	Signed Application Form (Both Applicant and Owner)
☑	Application fee
☐	Legible list of all property owners adjacent to the property upon which the use is to be located. The list shall include the mailing address & physical address of these property owners (The application will not be advertised for public hearing until the list is accurate & complete
☐	One business size envelope legibly addressed with first class postage for each of the adjacent property owners on the above list.
☐	Project Narrative--Written description of the project (max of 3 pages) including the following: ☐ Location of the project and type of access to project site ☐ Detailed description of the activities to be undertaken on the site, including hrs. of operation, # of employees, etc. ☐ Description of all construction activities to be undertaken on the site ☐ Describe type of utilities that will serve project and status of approval from applicable providers ☐ List of all state and federal permits that will be required for the project ☐ Applicant must specifically address the 8 written findings for Special Use Permit approval which are identified on page 1 of this application and in the Pender County Unified Development Ordinance (Section 3.12.3.G.). Describe any potential impacts the project will have on the community or adjacent properties such as traffic, noise, etc. and explain efforts to mitigate these impacts. The applicant may also wish to describe any positive benefits the project will provide for the community and/or neighbors of the project.
☐	Project Map(s)--Map or maps of the special use project site with boundaries of the project if less than the parcel boundaries. This map or maps shall be drawn to a readable scale. The scale shall be not more than 200' to the inch. The map shall display an accurate bar graph scale, date prepared, north arrow and the author of the map. This map(s) shall show the following: ☐ Boundaries of the property upon which the special use will be located, the acreage in the property and project site, with a north arrow and bar graph. ☐ Access from the site and/or project boundaries to the nearest publicly maintained road. ☐ Location of any existing structures or uses on the property and within 50' of the property. ☐ Location of the project boundaries if they do not coincide with the property boundaries. ☐ Existing and proposed structures, other on-site improvements, and location of all activities associated with the use, location of well, septic tank, and/or other utilities. ☐ Boundary of all clearing, grading, and/or land disturbing activities on the site and the calculated acreage of all land disturbing activities on the site. ☐ Parking, loading areas, and access to the project (See Article 7, Pender County UDO) ☐ Landscaping and buffering (See Article 8, Pender County UDO) ☐ All signs to be located on the property (See Article 10, Pender County UDO) ☐ Pedestrian walks, area lighting and flood lighting. ☐ Existing natural features of the site including, wooded areas, tree lines, ponds, streams, other water bodies or ditches on or adjacent to the site, designated flood hazard areas & known or designated wetlands on the site. ☐ Drainage plan and/or direction of flow of runoff from the project and site. ☐ After review by the Planning and Community Development Department, additional information may be required to be submitted. ☐ Two full size and twenty reduced size (max. 11"x17") copies of this map(s) shall be submitted.

RETURN COMPLETED APPLICATION TO:
Pender County Planning & Community Development
P.O. Box 1519
Burgaw, NC 28425

Print Form

RECEIVED
MAY 07 2015
PENDER PLANNING DEPT.

General Background

My name is John Jay Burney III, and I own a farm between the Shaw Highway and Old Maple Hill Road that runs along Holly Shelter Creek. This tract of land consists of 265 acres +/-. We have been using this farm for hunting and farming since 1969. We cleared, rooted, and plowed a 50 acre field to plant for doves and deer. We thinned timber, planted food plots, and built deer stands. My father, John J. Burney, Jr. a Wilmington Attorney, used this farm to take clients and friends hunting and to just enjoy the great outdoors. In 1990, we put the total acreage in the NC Coastal Land Trust to protect it and ensure that it would remain just for hunting and outdoor activities. In 1995, I formed an informal hunting club just to help cover the operations cost. There are 30 members just like a regular deer hunting club that are all over Pender County. I then built a skeet range for extra shotgun sports and gatherings. In 2011, I applied to NC Wildlife Commission and obtained a Controlled Shooting Preserve License.

Project Narrative

This project or tract of land consists of 265+/- acres with two accesses. One access is off of SR 1522-Shaw Highway and the other is off of SR 1520- Old Maple Hill Road. The farm is bordered by Holly Shelter Creek, Shaw Highway, and the Old Maple Hill Road. This tract of land is also surrounded by the Holly Shelter Game Lands, a 50,000 acre tract, owned by The State of North Carolina and the NC Wildlife Commission, used primarily for hunting and shotgun sports

All activities that will be conducted at the club will be regular hunting (Dove, Deer, Ducks, Turkeys, Quail, and Pheasants) during legal hunting seasons and hours. Skeet shooting is from Monday to Saturday from 8:00 am to 7:00 pm. This is outline in the Special Use Permit approved at the monthly Public Hearing dated August 19, 2013 Item No. 21. At that Public Meeting, the Pender County

commissioners requested limiting the Sunday shooting to afternoon hours and I volunteered no shooting on Sundays. In making a hasty decision and not having time to think that request thru, it has penalized some members who work on Saturdays, and cannot enjoy an afternoon of shooting with family and friends on the only day off they have . I am here to ask to re-amend the conditions on the Special Use Permit granted to me to allow Sunday afternoon shooting from 1:00 pm to 6:00 pm that was originally request to me by the Pender County Commissioners.

Only construction planned presently is to build a club house. Permit has been obtained and construction is almost complete.

The only Utilities that serve the property are Four County.

The only State and Federal permits that are required at this time is a NC Controlled Shooting Preserve License (Copy Attached).

Addressing 8 Written Findings

1.) The use requested is allowed in the Zoning District of property. The property is currently zoned RA, Rural Agricultural, and all Other Amusements and Recreational Industries are permitted via Special Use Permit in the RA zoning district.
2.) The use request will not impair the integrity of the surrounding area due to it adjoins the State of NC Games lands that is there for the sole purpose of having a place the public can hunt. The immediately adjoining neighbors hunt and shoot on their property as well.
3.) The proposed use does not constitute a nuisance or hazard; again due to the fact that the tract adjoins the NC Game Lands and its sole purpose is to provide land for public hunting and shooting. The State of NC is constructing Shooting Ranges at Holly Shelter Creek Game Lands (article attached), presently. The shooting days and hours will be including Sundays. The NC Wildlife Commission also has passed a bill (article attached), to allow Sunday hunting on private and public lands.

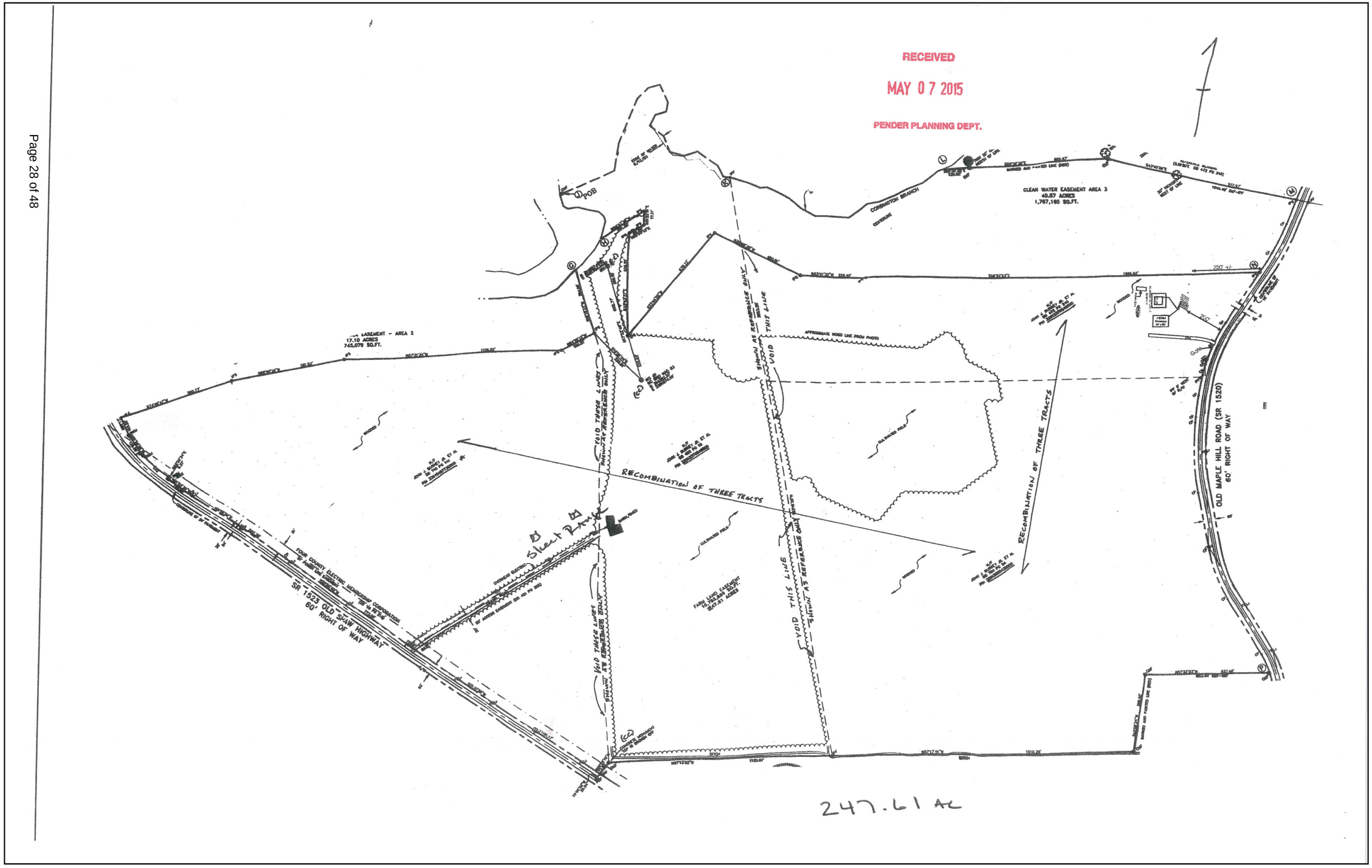
4.) The request use will be in conformity with the Pender County Land Use Plans.
5.) Adequate utilities, access roads, drainage, sanitation or other necessary facilities are provided.
6.) There will not be any traffic congestion on public roads.
7.) This use requested conforms to applicable regulations of the district for which it is located.
8.) The requested use will not adversely affect surrounding areas and there is plenty of space for the requested said use.

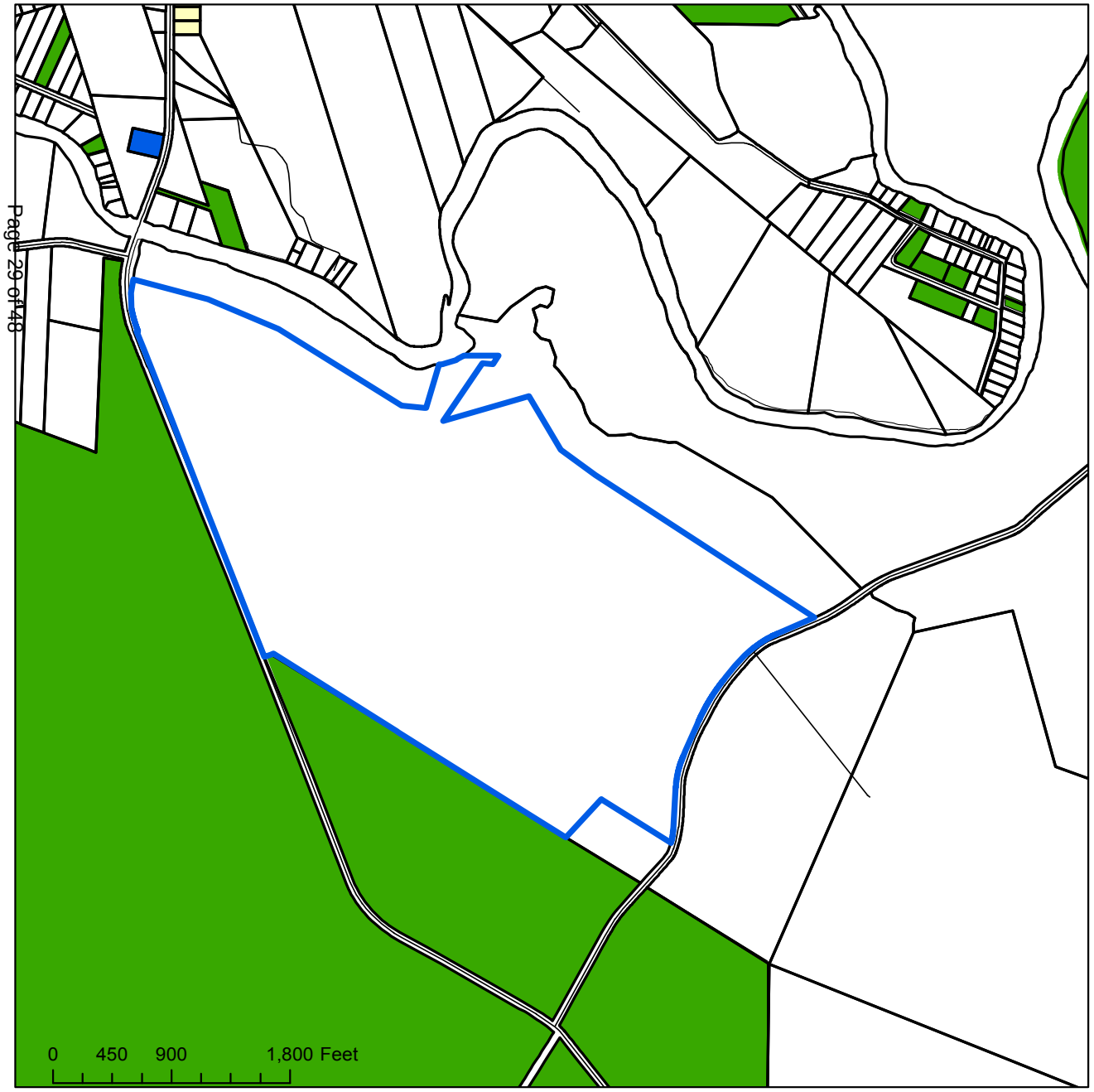
Positive Benefits

The positive benefits of the requested use is to give more opportunity to members to enjoy the sport of shot gunning and skeet shooting in a safe, clean, and controlled environment.

Also other positive benefits this club provides for the community is we have done fund raisers for several organizations. To name a few 1.) Yahweh Center-group that helps abused children 2.) Ducks Unlimited 3.) UNC-W Athletic Booster Club 4.) Boy Scouts Of America.

We encourage the legacy of youth hunters so much as to open the club and its facilities to the public on any designated youth hunt days as so set by the NC Wildlife Commission.


RECEIVED
MAY 07 2015
PENDER PLANNING DEPT.
CLEAN WATER EASEMENT AREA 3
40.57 ACRES
1,767,185 SQ.FT.
CORBINTON BRANCH
EASEMENT - AREA 2
17.10 ACRES
745,078 SQ.FT.
POB
APPROXIMATE WOOD LINE FROM PHOTO
VOID THIS LINE
RECOMBINATION OF THREE TRACTS
RECOMBINATION OF THREE TRACTS
OLD MAPLE HILL ROAD (SR 1520)
60' RIGHT OF WAY
SR 1523 OLD SAW HIGHWAY
60' RIGHT OF WAY
FOUR COUNTY ELECTRIC MEMBERSHIP CORPORATION
FARM LAND EASEMENT
10.73 ACRES 467,571 SQ.FT.
247.61 AC



Applicant:
Burney Wing and Gun Club

Owner:
Dew Field Farms, LLC.

Special Use Permit:
#10987 R

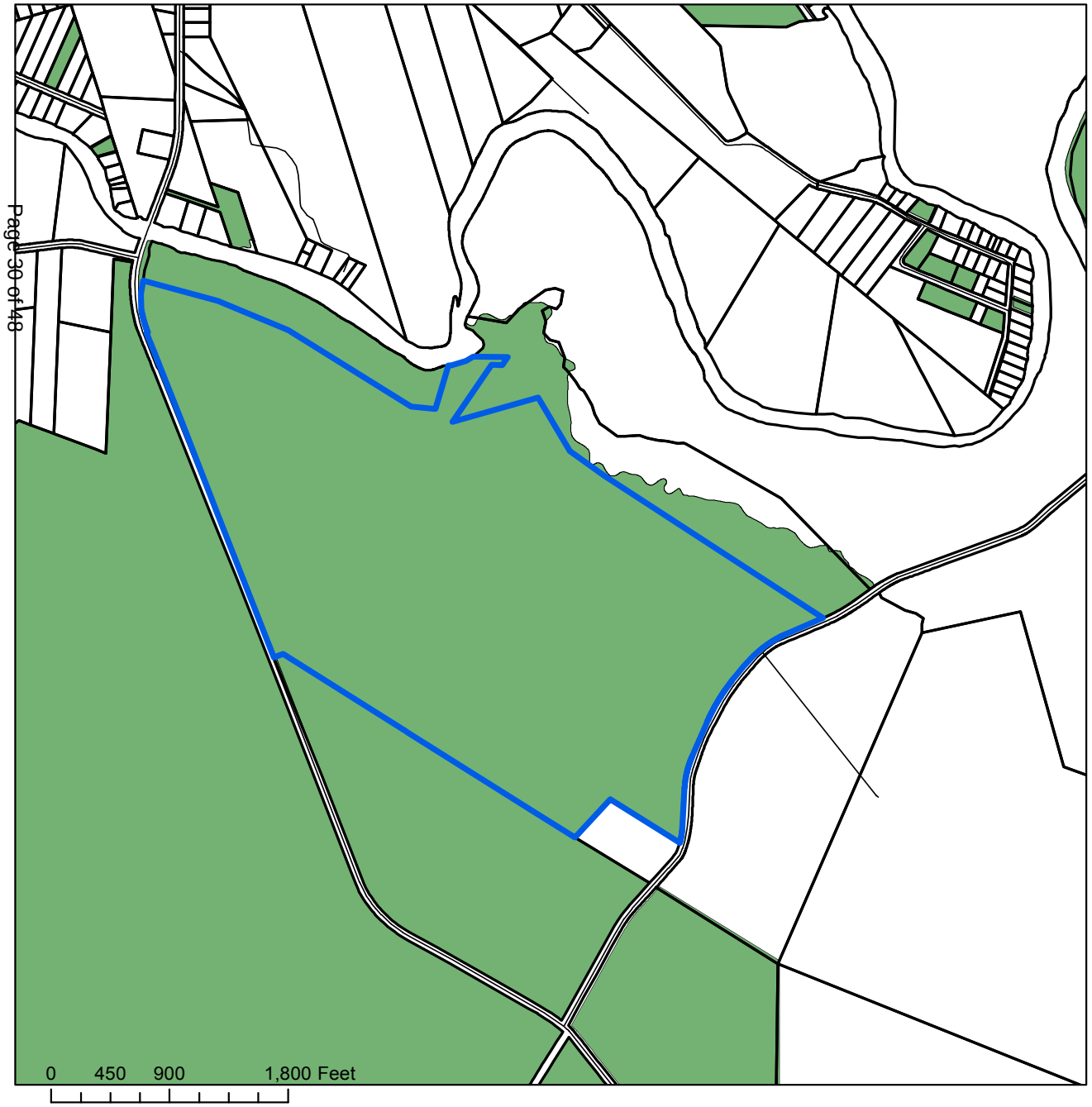
Legend

UDO Zoning

- EC, Environmental Conservation
- GB, General Business
- GI, General Industrial
- Incorporated
- IT, Industrial Transition
- MH, Manufactured Housing
- O&I, Office & Institutional
- PD, Planned Development
- RA, Rural Agricultural
- RA-Conditional Zoning 1
- RP, Residential Performance
- Subject Property

N

Current Zoning



Applicant:
Burney Wing and Gun Club

Owner:
Dew Field Farms, LLC.

Special Use Permit:
#10987 R

Legend

Future Land Use

- Industrial
- Mixed Use
- Office, Institutional, Business
- Rural Growth
- Suburban Growth
- Conservation
- Subject Property

N

Future Land Use

Applicant:
Burney Wing and Gun Club

Owner:
Dew Field Farms, LLC.

Special Use Permit:
#10987 R

Legend

Subject Property

N

Vicinity

Applicant:
Burney Wing and Gun Club

Owner:
Dew Field Farms, LLC.

Special Use Permit:
#10987 R

Legend

Subject Property

Aerial

REQUEST FOR BOARD ACTION

ITEM NO. 21.

DATE OF MEETING: August 19, 2013

REQUESTED BY: Ed McCarthy, Planner II, Planning & Community Development

SHORT TITLE: Resolution Authorizing Approval of a Special Use Permit (SUP) for the Operation of a Private Recreation Club, Including a Pheasant Shooting Tower.

BACKGROUND: Burney Wing and Gun Club, applicant, on behalf of John J Burney, owner, is requesting approval of a Special Use Permit for the use of a private recreation club, including a pheasant tower, which stands approximately sixty feet (60') tall. The property is located on the western side of Old Maple Hill Road, approximately 1,600 feet north of the intersection of Shaw Highway and Old Maple Hill Road. The property may be identified as Pender County PIN 3361-13-7426-0000. The property is zoned RA, Rural Agricultural, and according to the Pender County Unified Development Ordinance §5.2.3 Table of Permitted Uses, All Other Amusement and Recreation Industries are permitted via Special Use Permit in the RA zoning district.

SPECIFIC ACTION REQUESTED: To hold a public hearing and consider the approval of a Special Use Permit for the operation of a private recreation club, including a pheasant shooting tower.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

the Board hereby approved a special use permit for the operation of a private recreation club, including a pheasant shooting tower as described herein. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS: The motion includes the following for skeet shooting: No operating hours on Sunday; no set time for mornings Monday through Saturday; and 7:00 p.m. cut-off time Monday through Saturday.

MOVED Ward SECONDED Tate

APPROVED X DENIED _____ UNANIMOUS

YEA VOTES: Brown___ McCoy ___ Tate ___ Ward ___ Williams ___

George R. Brown 8/19/2013

George R. Brown, Chairman Date

8/19/2013

ATTEST DATE

PLANNING STAFF REPORT
Special Use Permit

SUMMARY:

Hearing Date: August 19, 2013
Applicant: Burney Wing and Gun Club
Property Owner: John J Burney
Case Number: 10987

Land Use Proposed: The applicant is requesting the approval of a Special Use Permit (SUP) for the use of a private recreation club, including a pheasant tower, which stands approximately sixty feet (60') tall.

Property Record Number and Location: The property is located on the western side of Old Maple Hill Road approximately 1,600 feet north of the intersection of Shaw Highway and Old Maple Hill Road. The property may be identified as Pender County PIN 3361-13-7426-0000. There is one tract associated with this request totaling approximately 247.61 acres.

Zoning District of Property: The property is currently zoned RA, Rural Agricultural, and All Other Amusement and Recreation Industries are permitted via Special Use Permit in the RA zoning district.

PROJECT DESCRIPTION:

Burney Wing and Gun Club, applicant, on behalf of John J Burney, owner, is requesting approval of a Special Use Permit for the use of a private recreation club, to include hunting, skeet shooting and a pheasant shooting tower, which stands approximately sixty feet (60') tall. The property is located on the western side of Old Maple Hill Road approximately 1,600 feet north of the intersection of Shaw Highway and Old Maple Hill Road. The property may be identified as Pender County PIN 3361-13-7426-0000. The property is zoned RA, Rural Agricultural, and according to the Pender County Unified Development Ordinance §5.2.3 Table of Permitted Uses, All Other Amusement and Recreation Industries are permitted via Special Use Permit in the RA zoning district.

According to the applicant's submitted documents, the site will be used as a private club operation, with available activities to include (dove, deer, duck and turkey) hunting, a pheasant shooting tower and two skeet shooting ranges. In addition, the applicant intends to remodel the existing farm house into a clubhouse and bring the existing pheasant tower into compliance, as it was constructed without approvals from the Planning and Community Development Department.

The subject parcel is approximately 247.61 acres in area and has a single family structure located near the center of the parcel. The pheasant tower is located near the eastern quarter quadrant of the tract in question, approximately 2,000 ft from the single family structure located on site. According to the applicant, "Pheasant Tower- Starts Oct and runs to March with two tower shoots a month for a total of 12 throws. Usually starts around 2:00 pm, shooting for around an hour a shoot and then serve oysters and cook the pheasants killed along with a social gathering around the outside fire pit." This particular area is bordered by a significant amount of vegetation, as shown on the 2012 aerials. The pheasant shooting tower is the only activity on site allowed for non-member use. One must be a private club member in order to participate in any of the other activities (deer, turkey, dove hunting, skeet shooting etc.), detailed below.

The two (2) skeet shooting ranges are located near the center of the property and are open from September through February. The hours of operation run from approximately 9:00 a.m.-11a.m. and 3:00 p.m.-6:00 p.m, and generally on Saturdays and Sundays.

According to the applicant, the hunting activities are as follows:

1. Dove Hunting: Would begin September 1st and would continue every Saturday through the end of first season; which is customarily the first Saturday in October. The dove hunting area is shown on the provided site plan

2. Deer Hunting: Starts in middle of October till January 1st.

3. Still Hunting: Would be available only on Tuesdays, Thursdays and Saturdays, mainly during the afternoon in marked deer stands.

4. Duck Hunting: Would begin the 2nd Saturday in November and continue through the end of January. Hunting time would be Saturday mornings located around the duck impoundment.

5. Turkey Hunting: Is available in April on the entire tract. Hunting days would be on Wednesday and Saturdays.

The property houses six (6) deer stands, with the closest stand located approximately 500' from the nearest residential property line. To date, there are 22 club members and no paid employees, however, the applicant may hire maintenance staff at a later date.

Prior to the issuance of final zoning approval, a site development plan must be submitted and approved in accordance with applicable provisions of the Pender County Unified Development Ordinance. In addition, all other applicable permits and approvals must be obtained including inspections and health department regulation compliance.

		Zoning Districts									
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
MISCELLANEOUS USES											
All Other Amusement & Recreation Industries	71399	S				P	P		P		

EVALUATION:

A. ***Public Notifications:*** Advertisements for the proposal have been placed in the *Pender-Topsail Post & Voice*. Adjacent property owners were notified by first class mail.

B. ***Basis for Granting SUP:*** See attachment A for approval procedures (§3.12.3 of Unified Development Ordinance) and revocation procedures (§3.12.4 of Unified Development Ordinance).

C. ***Unified Development Ordinance Compliance:*** The property is currently zoned RA, Rural Agricultural, All Other Amusement & Recreation Industries are permitted in the RA zoning district by Special Use Permit, as prescribed by the Pender County Unified Development Ordinance §5.2.3 Table of Permitted Uses.

D. 2010 Comprehensive Land Use Plan Compliance: The subject property is classified as Conservation in the *2010 Comprehensive Land Use Plan*. The Conservation land use classification designates areas that are owned in fee simple or have protective easements. These areas represent areas of special significance and unique characteristics that make them worthy of preservation. Current conservation areas are typically owned by Federal or State agencies or private conservation groups and are often designated as Areas of Environmental Concerns (AECs).

Currently, conservation areas comprise approximately 131,393 acres (24.7%) of the land area within the Pender County zoning jurisdiction.

E. The SUP request may be supported by the following within the *2010 Comprehensive Land Use Plan:*

- ***Policy 10A.1.7*** *– Protection enhance and encourage a high quality of life, including the conservation and management of natural and man-made resources as an effective component of an economic development diversification strategy.*

- ***Policy 10A.1.8*** *– The County shall seek to foster a travel and tourism (including ecotourism) industry that is compatible with a high quality of life- as a means to facilitate diversification in the local economy.*

F. ***Existing Land Use in Area:*** The properties to the north and northeast are primarily wooded conservation tracts. The land to the west and southwest include heavily wooded gameland tracts owned by the State of North Carolina. The parcels to the south and southeast include two heavily wooded tracts with a single residential home and a trailer on each parcel, respectively.

G. Site Access Conditions: The proposed use lies on a tract adjacent to Shaw Hwy and Maple Hill School Road.

H. ***Conditions To Consider In Issuing the Special Use Permit For This Project:***

1. The project shall comply with all requirements of the Pender County Unified Development Ordinance.
2. Unless approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void, if a final zoning permit has not been issued for the project within 12 months.
3. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in this permit becoming void, if not corrected within 30 days of receipt of the notice of violation.
4. The applicant shall meet all other local, state and federal regulations.
5. The obligations imposed by this permit will be the responsibility of the property owner and operator and shall continue in affect for the duration of this permit.
6. Approval for the use and location of the Pheasant Tower shall be contingent upon an approved height variance for said tower.

<u>Attachment A</u>

3.12.3 Procedures for Reviewing Applications

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.
B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.
C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.
D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.
E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.
F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1. The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3. The proposed use shall not constitute a nuisance or hazard;
4. The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5. Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8. The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.
2) That the use for which such approval was granted is not being executed.
3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
5) That the permit granted is in violation of an Ordinance or Statute.
6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.

D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Pender County UDO 3-28 Article 3 – Review Procedures Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.

E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.
1) Such conditions may include a time limitation.
2) Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".
3) Conditions of a continuing nature may be imposed. For example, "exterior loud speakers shall not be used between the hours of 10:00 p.m. and 9:00 a.m."

F. Filing of Special Use - The Administrator shall file the approved or disapproved application forms with the decision of the Board of Commissioners.

G. Appeals from the Board of Commissioners - Appeals to the Superior Court may be taken by any person, firm, or corporation aggrieved, or by any officer, department, board of the county affected by any decision of the Board of Commissioners, provided such appeals shall be taken within thirty (30) days after the decision of the Board of Commissioners is filed in the office of the Administrator, or after a written copy thereof is delivered to the applicant, whichever is later. The decision of the Board of Commissioners shall be delivered to the applicant by certified mail, return receipt requested.

H. Revisions - Major revisions to a Special Use Permit must be submitted to the Board of Commissioners. All legal notice and application fee requirements must be met for major revisions. Revisions that are considered minor revisions to an approved Special Use Permit may be reviewed and approved by the Administrator after basic submission requirements have been completed. All revisions approved by the Administrator must meet the original conditions of the permit as approved by the County Commissioners and current provisions of the Zoning Ordinance. The addition of an accessory structure less than 1000 sq. ft., addition of parking or other ancillary facilities or uses or the addition of similar product lines are examples of revisions that may be considered minor revisions.

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP 10987	Date	6/28/13
Application Fee	$ 300	Receipt No.	
Pre-Application Conference	5-31-13	Hearing Date	8-19-13

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Burney Wing and Gun Club	Owner's Name:	John J Burney III
Applicant's Address:	11870 Shaw Highway	Owner's Address:	2144 Echo Lane
City, State, & Zip	Burgaw, NC 28425	City, State, & Zip	Wilmington, NC 28403
Phone Number:	910-471-9436	Phone Number:	910-471-9436
Legal relationship of applicant to land owner:	Tenant		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3361-13-7426-0000	Total property acreage:	247.61 acres
Zoning Classification:	RA, Rural Agricultural	Acreage to be disturbed:	0.009 acres/400 sq. ft.
Project Address :	11870 Shaw Highway, Burgaw, NC 28425	NAICS Code:	71399
Description of Project Location:	Off Shaw Highway		
Describe activities to be undertaken on project site:	Operation of a private recreation club including a pheasant shooting tower		

SECTION 3: SIGNATURES			
Applicant's Signature	X John J. Burney III	Date:	6-27-13
Owner's Signature	X John J. Burney III	Date:	6-27-13

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Office Use Only

☒ **General/** Fees: $300 +$10 per acre over 5 acres, Max. of $5,000 ☐ **Tower over 75 Feet/** Fees $500 ☐ **Minor Revisions /**Fees $100 ☐ **Mining** Fees $750	**Total Fee Calculation: $** 300 **Application#:** 10987 **Date of Hearing:** 8-19-13

Attachments Included with Application: (Please include # of copies)

CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N

Payment Method:	**Cash :** ☐ $_____	**Credit Card:** ☐ Master Card ☐ Visa	**Check:** ☒ Check # 1125

Application received by:	BoD GP	Date: 6/28/13
Application completeness approved by:	BoDGP	Date: 6/28/13

Special Use Permit Checklist

☐	Signed Application Form (Both Applicant and Owner)
☐	Application fee $300
☐	Legible list of all property owners adjacent to the property upon which the use is to be located. The list shall include the mailing address & physical address of these property owners (The application will not be advertised for public hearing until the list is accurate & complete
☐	One business size envelope legibly addressed with first class postage for each of the adjacent property owners on the above list.
☐	Project Narrative--Written description of the project (max of 3 pages) including the following: ☐ Location of the project and type of access to project site ☐ Detailed description of the activities to be undertaken on the site, including hrs. of operation, # of employees, etc. ☐ Description of all construction activities to be undertaken on the site ☐ Describe type of utilities that will serve project and status of approval from applicable providers ☐ List of all state and federal permits that will be required for the project ☐ Describe any potential impacts the project will have on the community or adjacent properties such as traffic, noise, etc. and explain efforts to mitigate these impacts (this item must be addressed by the applicant). The applicant may also wish to describe any positive benefits the project will provide for the community and/or neighbors of the project.
☐	Project Map(s)--Map or maps of the special use project site with boundaries of the project if less than the parcel boundaries. This map or maps shall be drawn to a readable scale. The scale shall be not more than 200' to the inch. The map shall display an accurate bar graph scale, date prepared, north arrow and the author of the map. This map(s) shall show the following: ☐ Boundaries of the property upon which the special use will be located, the acreage in the property and project site, with a north arrow and bar graph. ☐ Access from the site and/or project boundaries to the nearest publicly maintained road. ☐ Location of any existing structures or uses on the property and within 50' of the property. ☐ Location of the project boundaries if they do not coincide with the property boundaries. ☐ Existing and proposed structures, other on-site improvements, and location of all activities associated with the use, location of well, septic tank, and/or other utilities. ☐ Boundary of all clearing, grading, and/or land disturbing activities on the site and the calculated acreage of all land disturbing activities on the site. ☐ Parking, loading areas, and access to the project (See Article 7, Pender County UDO) ☐ Landscaping and buffering (See Article 8, Pender County UDO) ☐ All signs to be located on the property (See Article 10, Pender County UDO) ☐ Pedestrian walks, area lighting and flood lighting. ☐ Existing natural features of the site including, wooded areas, tree lines, ponds, streams, other water bodies or ditches on or adjacent to the site, designated flood hazard areas & known or designated wetlands on the site. ☐ Drainage plan and/or direction of flow of runoff from the project and site. ☐ After review by the Planning and Community Development Department, additional information may be required to be submitted. ☐ Two full size and twenty reduced size (max. 11"x17") copies of this map(s) shall be submitted.

RETURN COMPLETED APPLICATION TO:
Pender County Planning & Community Development
P.O. Box 1519
Burgaw, NC 28425

Print Form

My name is John Jay Burney III. I own a farm that consist of approximately 250 acres between Shaw Highway and the Old Mable Hill Road in Pender Co. Access to property is with one entrance off Shaw Hwy. and one entrance of Old Maple Hill. We have been using this farm for hunting since 1969. My father John Jay Burney, Jr., started putting together the tracts of land in 1967. We cleared, rooted and plowed a 50 acre field till it was clean enough to plant and started a dove field. We thinned timber and built food plots and deer stands. My father used the farm to take clients and friends hunting. He was an Attorney in Wilmington. In 1990 we put the total acreage into The NC Coastal Land Trust to protect it and ensure that it would remain just for hunting and outdoor activities. In 1995 I formed an informal club just to pay operation cost. I then flooded part of the corn field and built a duck impoundment. There are 20 members just like a regular deer hunting club that help pay overhead and expenses. I then built a skeet range for extra activities and gatherings. In 2011 I applied to NC Wildlife Commission and obtained a control shooting preserve license. Then we built a Pheasant tower to release pheasant and conduct controlled tower shoots. I inadvertently built the tower and got controlled shooting preserve license without checking zoning requirements with the idea I was legal due to NC wildlife and Holly Shelter game lands are bordering the farm. I built the tower with the thinking it fell under farm structures which are exempt from building permits. I did not try to hide or disguise the structure. I didn't understand I was violating any rules. And I apologize for that.

All activities that will be conducted will be regular hunting (dove, deer, ducks, and turkeys) during legal hunting seasons and hours. This will not be a commercial operation per say. The farm will be used to release pheasants for club members and their quest. We hope to release quail for club members in a few years. We have work to do to prepare woods for quail hunting. It is my intentions to operate this as a private club operation. There are no paid employees at this time. However it is my intention to hire a grounds person to keep grass mowed and general maintenance. Most likely a part time position.

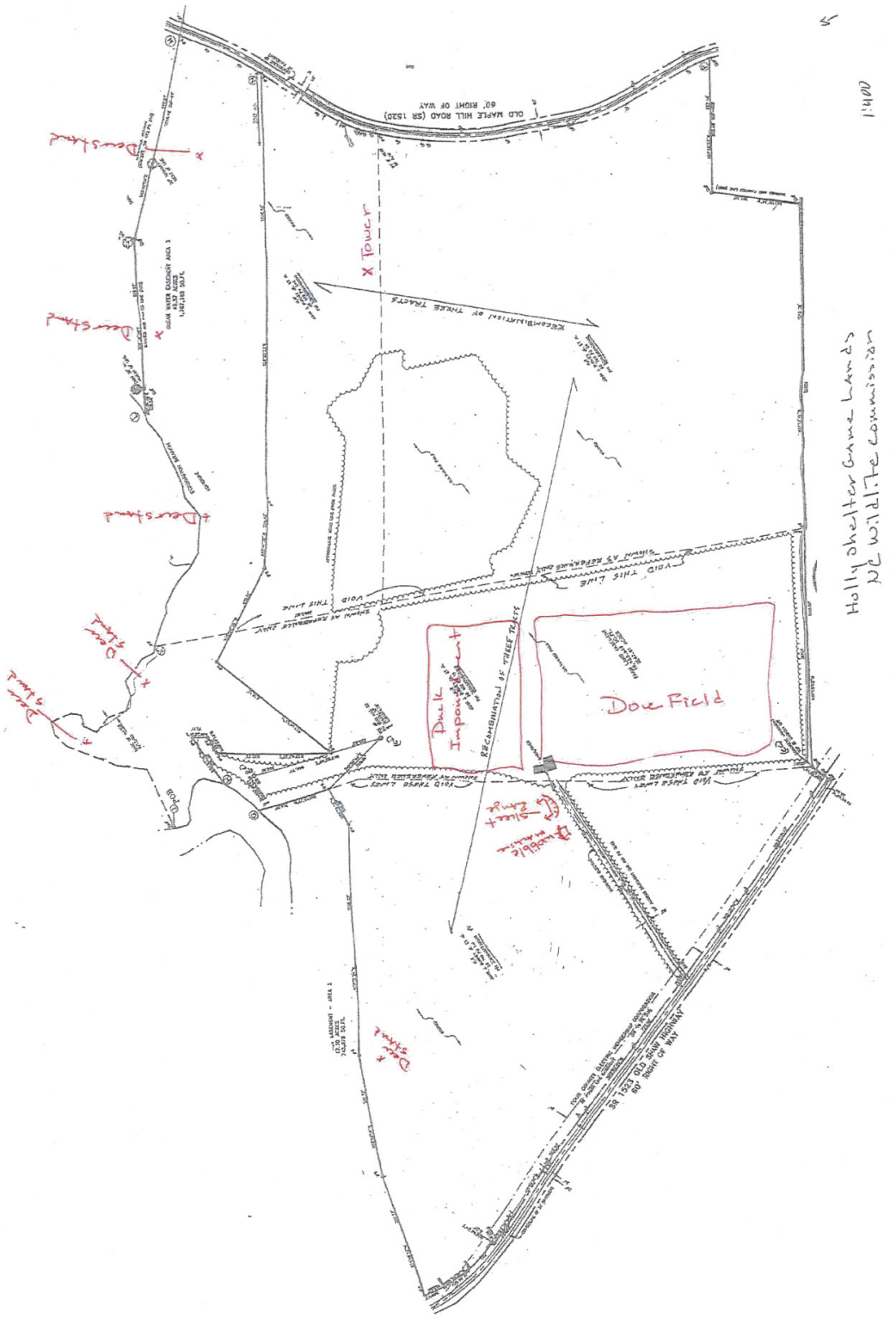
Only construction planned is to build a new bunk house (permit has been obtain) and remodel old farm house into club house.

The only utilities that serve the property are Four Co.

The only permits that are valid at this time are the controlled shooting license.

There should not be any potential impacts on the surrounding area due to the fact that Holly Shelter game lands is public hunting land and all adjoining property owners use their land for hunting now. We will not be increasing traffic or noise. The positive side is we provide a place for hunters and their families to go where it is controlled , clean and safe.

The pheasant tower built on my farm is on four 60 foot telephone poles with a platform built at top. A box 8 X 8 is constructed on platform. Four or five sections of steps are built to walk up to top. A pulling system is engineered to carrying the crates of birds to a trap door built in floor. The tower was constructed to release pheasant for a controlled pheasant shoot for club members and their quest. The structure does not have any utilities hooked up or involved in operation. There are four security cables fascine on all four corners. The poles are augured in ground 10 feet.

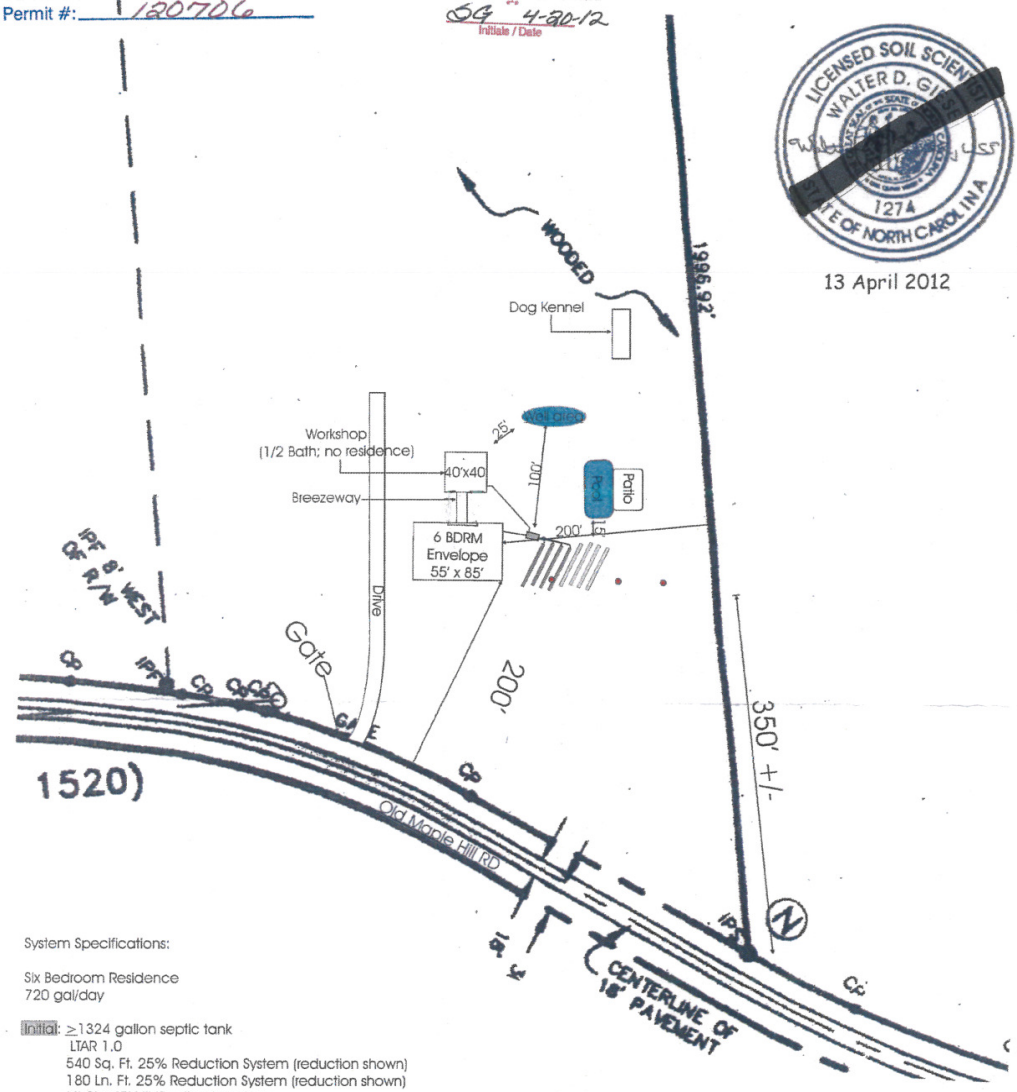

Holly Shelter Game Lands
NC Wildlife Commission
Dove Field
Public Impoundment
X Tower
Deer Stand
Deer Stand
Deer Stand

Site Plan prepared by:
Approved by: Sheila Green
Date: 4-30-12
Permit #: 120706

ANY REVISIONS MADE TO THIS SITE PLAN TO ACCOMMODATE ENVIRONMENTAL HEALTH MUST BE RESUBMITTED TO THE PENDER COUNTY PLANNING DEPARTMENT FOR APPROVAL & COMPLIANCE
SG 4-30-12
Initials / Date

LICENSED SOIL SCIENTIST WALTER D. GI[redacted] 1274 STATE OF NORTH CAROLINA

13 April 2012



System Specifications:

Six Bedroom Residence
720 gal/day

Initial: ≥1324 gallon septic tank
LTAR 1.0
540 Sq. Ft. 25% Reduction System (reduction shown)
180 Ln. Ft. 25% Reduction System (reduction shown)
(4) 3' x 45' Nitrification trenches
Trench bottom depth 12"-18"

Note: System area located with Thales Mobile Mapper CE GPS unit, however, this is not to be considered survey quality accurate.

System to be installed parallel to contour. Contours shown are approximate and should be verified prior to installation.

Workshop to contain half bath, however, no residence is noted. Grinder pump may be required if gravity flow to septic tank can't be maintained.

Repair: LTAR 1.0
540 Sq. Ft. 25% Reduction system (reduction shown)
180 Ln. Ft. 25% Reduction system (reduction shown)
(4) 3' x 45' Nitrification trenches
Trench bottom depth 12"

Typical
0- 4" Dark grayish brown (10YR 4/2) loamy sand, granular, very friable, non-expansive.
4 - 30" Yellowish brown (10YR 5/4) sand, granular, very friable, non-expansive.
30 - 36" Light yellowish brown (10YR 6/4) sand, granular, very friable, non-expansive with brownish yellow (10YR 6/8) mottles.
36" - 48" Light yellowish brown (10YR 6/4) sand, granular, very friable, non-expansive with light brownish gray (10YR 6/2) mottles.

SWC: 36" / LTAR 1.0

SWC: Soil Wetness Condition
LTAR: Long Term Acceptance Rate

Soil Boring (SB) Location (Approximate)

Map adapted from survey by McKim and Creed dated 8/8/03

Applied Resource Management, P.C.
Hampstead, NC 28443

TITLE: John Jay Burney Old Maple Hill RD				FIGURE: 2
JOB: 12059	SCALE: 1"=100'	DATE: 4/13/12	DRAWN BY: GY	

ANY REVISONS MADE TO THIS SITE PLAN TO ACCOMMODATE ENVIRONMENTAL HEALTH MUST BE RESUBMITTED TO THE PENDER COUNTY PLANNING DEPARTMENT FOR APPROVAL & COMPLIANCE

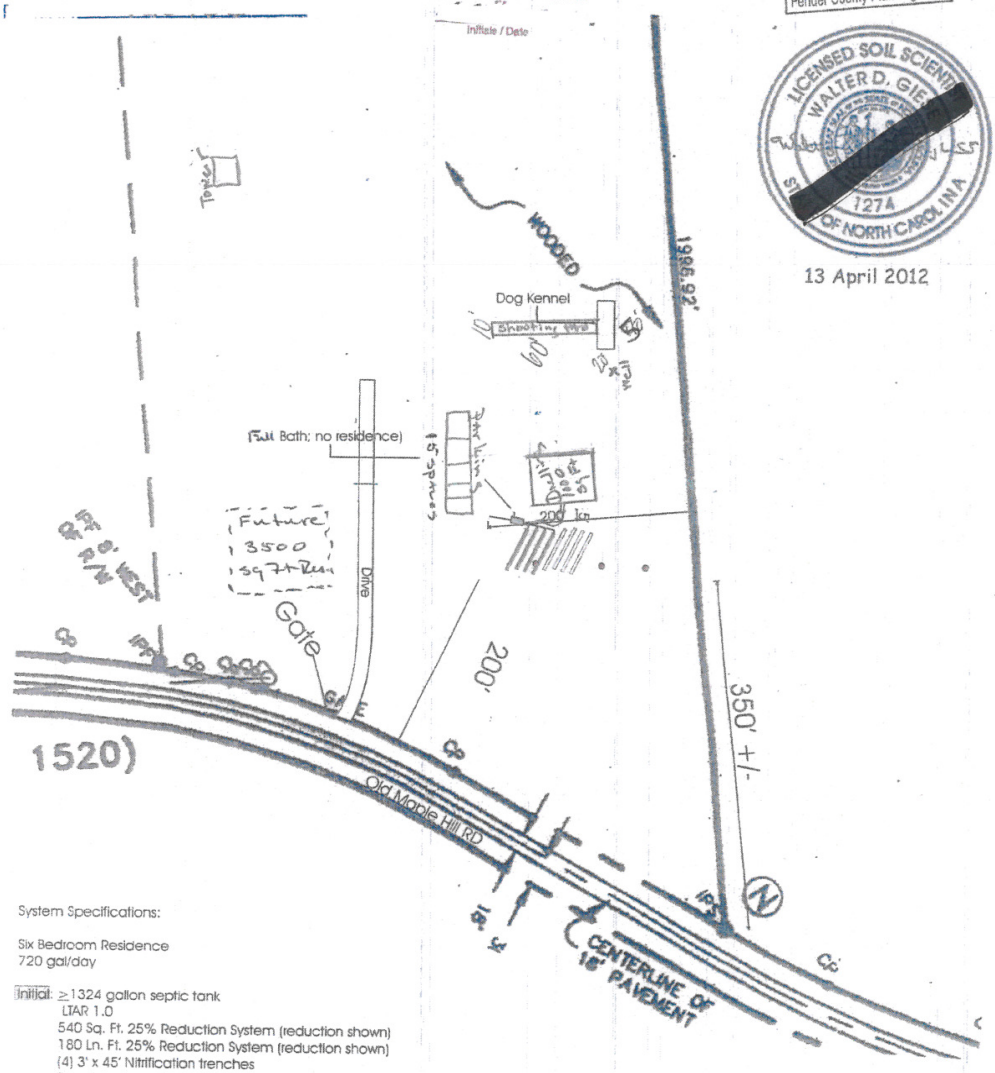
Initials / Date

For tower, dog kennel and parking & landscaping

APPROVED 12/11/14 DATE
INITIALS
Pender County Planning Dept.

LICENSED SOIL SCIENTIST
WALTER D. GIE
1274
STATE OF NORTH CAROLINA

13 April 2012



System Specifications:

Six Bedroom Residence
720 gal/day

Initial: ≥1324 gallon septic tank
LTAR 1.0
540 Sq. Ft. 25% Reduction System (reduction shown)
180 Ln. Ft. 25% Reduction System (reduction shown)
(4) 3' x 45' Nitrification trenches
Trench bottom depth 12"-18"

Note: System area located with Thales Mobile Mapper CE GPS unit, however, this is not to be considered survey quality accurate.

System to be installed parallel to contour. Contours shown are approximate and should be verified prior to installation.

Workshop to contain half bath, however, no residence is noted. Grinder pump may be required if gravity flow to septic tank can't be maintained.

Repair: LTAR 1.0
540 Sq. Ft. 25% Reduction system (reduction shown)
180 Ln. Ft. 25% Reduction system (reduction shown)
(4) 3' x 45' Nitrification trenches
Trench bottom depth 12"

Typical
0 - 6" Dark grayish brown (10YR 4/2) loamy sand, granular, very friable, non-expansive.
6 - 30" Yellowish brown (10YR 5/4) sand, granular, very friable, non-expansive.
30 - 36" Light yellowish brown (10YR 6/4) sand, granular, very friable, non-expansive with brownish yellow (10YR 6/6) mottles.
36" - 48" Light yellowish brown (10YR 6/4) sand, granular, very friable, non-expansive with light brownish gray (10YR 6/2) mottles.

SWC: 36" / LTAR 1.0

SWC: Soil Wetness Condition
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Soil Boring (SB) Location (Approximate)

Map adapted from survey by McKim and Creed dated 8/8/03

Applied Resource Management, P.C. Hampstead, NC 28443	TITLE: John Jay Burney Old Maple Hill RD			FIGURE: 2
	JOB: 12059	SCALE: 1"=100'	DATE: 4/13/12	DRAWN BY: GY

7) Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
8) Existing and proposed structures and on-site improvements;
9) Existing and proposed fencing, vegetative screening and buffering;
10) Existing and proposed signs, lighting, landscaping, walks, parking and drives;
11) Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

3.12.3 Procedures for Reviewing Applications

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.

B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.

C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.

D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.

E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.

F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3) The proposed use shall not constitute a nuisance or hazard;
4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.
2) That the use for which such approval was granted is not being executed.
3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
5) That the permit granted is in violation of an Ordinance or Statute.
6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.

D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.

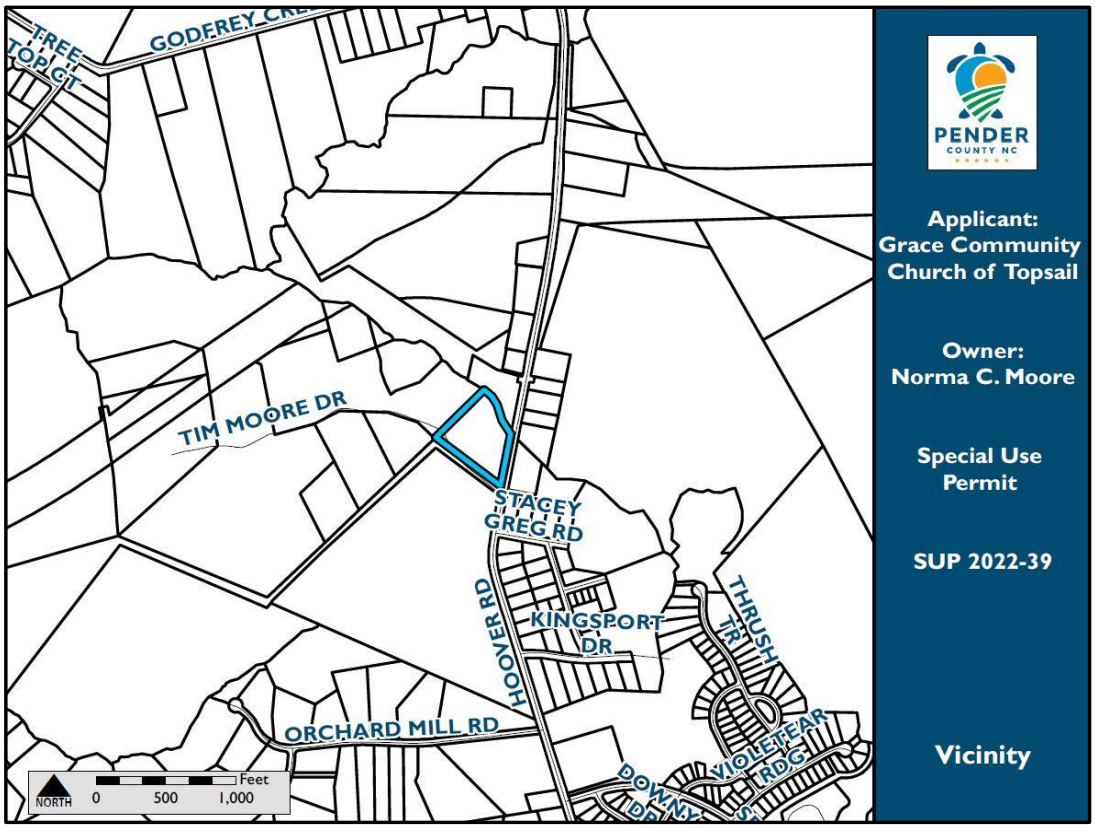
E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

1) Such conditions may include a time limitation.
2) Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".

STAFF REPORT FOR SUP 2022-39
SPECIAL USE PERMIT APPLICATION

APPLICATION SUMMARY	
Case Number	SUP 2022-39
Hearing Date	January 17, 2023 Board of County Commissioners
Applicant	Grace Community Church of Topsail
Property Owner	Norma C. Moore
Parcel Identification Number	3283-84-6035-0000
Acreage	4.5
Township	Topsail
Zoning District	RP, Residential Performance
Pender 2.0 Future Land Use Category	Medium Density Residential

SPECIAL USE PERMIT PROPOSAL
Grace Community Church of Topsail, applicant, on behalf of Norma C. Moore, owner, is requesting the approval of a Special Use Permit to allow the construction of an approximately 10,000 square foot church. The use is proposed within the within the RP, Residential Performance zoning district.
LOCATION
The subject property is located on Hoover Road approximately 1 mile north of the intersection of Hoover Road and US Highway 17 in the Topsail Township and may be further identified by PIN 3283-84-6035-0000.



SPECIAL USE PERMIT PROPOSAL

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

According to the applicant's submitted narrative, the property would be primarily used for religious worship services on Sunday mornings from 10:00am to 10:00pm and Wednesday evenings from 6:00pm to 8:00pm of every week. The applicant has also stated that the property will be used for midweek men's bible studies from 5:00am-7:00am on Tuesday mornings, and midweek women's bible studies from 9:30am-11:30am on Thursday mornings. Regularly scheduled bible study hours are intended to minimize traffic impacts during normal school hours. The applicant's narrative can be found in the Boards Packet as Attachment 1.

Below: Applicant's Site Plan (Attachment 2)

Access

The site is accessed using Hoover Road. The applicant will be required to obtain a driveway permit through NCDOT to access the proposed use.

Traffic

A Traffic Impact Analysis (TIA) is anticipated as the proposed use is estimated to generate greater than 100 trips in the Sunday morning peak hour. Any required road improvements will be constructed to meet NCDOT standards.

NCDOT Average Annual Daily Traffic (AADT)

Road	Location	Volume	Capacity	V/C
Hoover Road	Between Kingsport Drive and Godfrey Creek Road	3,600	13,895	0.26

[eat1] *Information based off* ***NCDOT Average Annual Daily Traffic (AADT) 2020***
[2] *Information for Capacity is planned capacity*

Landscaping and Buffers
Commercial developments in residential districts are required to provide specific buffers along the certain parcel boundaries on the subject property. As proposed, the subject site will be required to meet the landscaping and buffering standards outlined in the table below. If approved, landscaping and buffering will be evaluated when a site-specific development plan is submitted. Given the size of the property and the size of the development the buffers are subject to change in accordance with Section 8.2.2, Location Exception.

Required Buffers	
Buffer Type	**Location of Buffer**
Type A	Along Southern property line (closest to South Topsail Elementary School)
Type A	Along Eastern property line (Fronting Hoover Road)
Type C	Along Northern property line
Type C	Along West property

Signage
There is no proposed signage at this time. Any proposed signage shall be required to be in conformance with the standards of the Unified Development Ordinance.

Utilities
According to the applicant, the property will require water, sewer, and power for this use. However, if this Special Use Permit is approved, all proposed utility systems are subject to review and approval by the respective review agencies.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does contain Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property may contain wetlands[2,3]. No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

EVALUATION

Basis for Granting SUP

Approval and revocation procedures for Special Use Permits are located in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance.

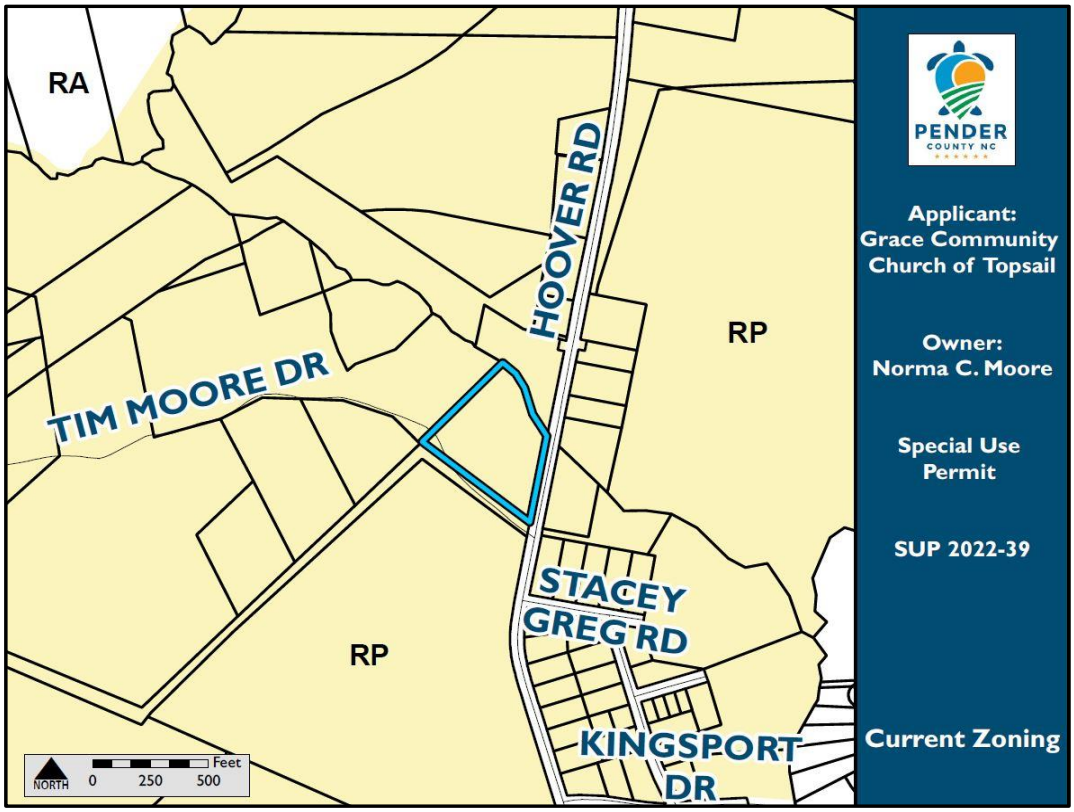
Zoning and Existing Land Use in Area

Most of the subject property is wooded and undeveloped. Surrounding land uses include South Topsail Elementary School to the south and residential uses are located around all other boundaries of the subject property.

CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential	RP, Residential Performance
East	Residential	RP, Residential Performance
South	Educational Institution (South Topsail Elementary School)	RP, Residential Performance
West	Undeveloped, Residential	RP, Residential Performance

Unified Development Ordinance Compliance
The use, as proposed, is classified as Religious Organizations, which is allowable through Special Use Permit approval within the RP, Residential Performance zoning district.

Below: Zoning Map of the Area

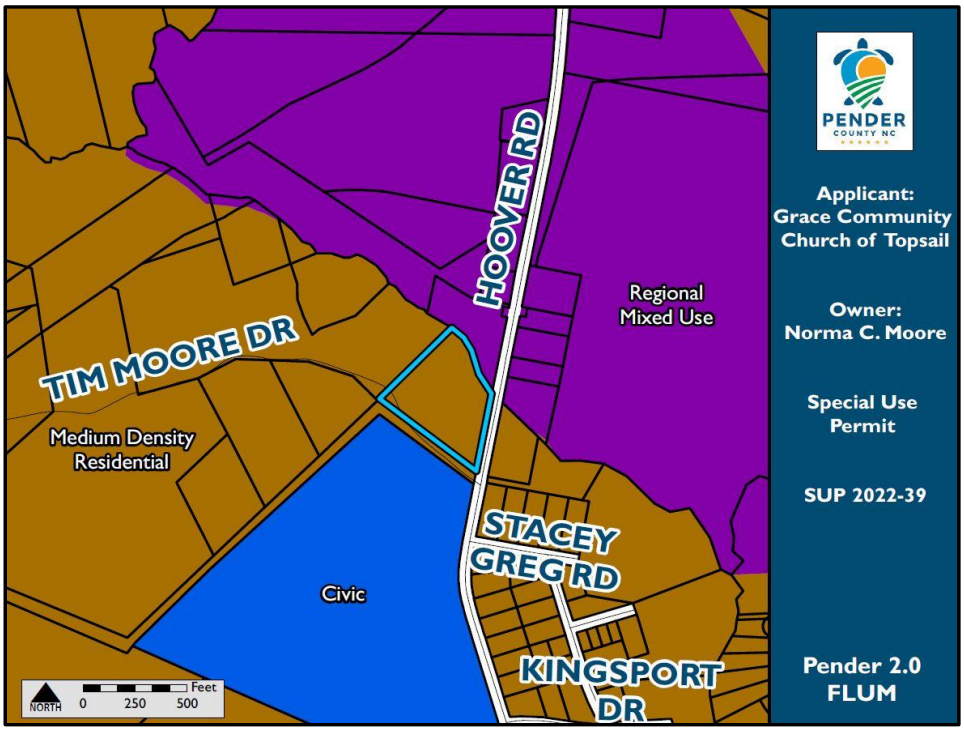


		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Other Public Services, Except Public Administration	**8131**										
Religious Organizations		P	**S**			P	P	P	P		

Prior to issuance of final zoning approval, a site development plan must be submitted and approved in accordance with all applicable provisions of the Pender County Unified Development Ordinance. The site development plan shall be reviewed by members of the Pender County Technical Review Committee (TRC). Furthermore, the proposal is subject to all other applicable federal, state, and local permits and approvals.

Pender 2.0 Comprehensive Land Use Plan Compliance

The Pender 2.0 Comprehensive Land Use Plan designates the subject property as Medium Density Residential. The Medium Density Residential future land use category is established in areas with proximity to supporting services and a mixture of development types. Appropriate uses are single-family residences, duplexes, townhomes, community recreation and open space uses, and neighborhood-scale institutional uses such as religious and civic organizations. Although this category is established to primarily include residential uses, some non-residential uses may be consistent if included within master planned communities with well-integrated neighborhood-scale commercial and office uses. The Pender 2.0 Comprehensive Land Use Plan defines "neighborhood scale" as development that conforms to the neighborhood fabric, and the footprint of neighborhood scale structures is typically limited to 15,000 square feet with parking facilities less than 20,000 square feet in area. Inappropriate uses for the Medium Density Residential future land use category are industrial and manufacturing uses, along with commercial office uses not located within a master planned community.



The proposed use is consistent with the Neighborhood Mixed Use future land use category. The Pender 2.0 Comprehensive Land Use Plan states that establishments that have a building footprint of less than 15,000 square feet are appropriate uses in the Neighborhood Mixed Use district. Appropriate uses include neighborhood-scale retail, restaurant, and office establishments; religious and educational institutions; and higher-density single-family residences – attached and detached. Large-scale or intense commercial establishments, multi-family development, and industrial operations are not appropriate.

While the proposal conflicts with the Future Land Use Map (FLUM), the request was found to be consistent with policies 5.1.D and 5.1.K support the request as the proposed use is intended to provide a needed service in an area experiencing significant growth.

> **Policy 5.1.D: Focused Growth and Development:** The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.
>
> **Policy 5.1.K: Commercial Development:** The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.

The proposed SUP is supported by the above policies because it has the potential to provide an institutional use with limited hours of operation adjacent to residential developments and educational services while having minimal impacts to existing traffic during peak hours.

PROPOSED CONDITIONS

Conditions to Consider in Issuing a Special Use Permit for this Project

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The obligations imposed by this permit will be the responsibility of the property owner and shall continue in effect for the duration of this permit.
3. The applicant shall meet all other local, state, and federal regulations.
4. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in the pursuit of revocation actions pursuant to N.C.G.S. 160D-403(f), if not corrected within 30 days of receipt of the notice of violation.
5. Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant.

Pender County
Planning and Community Development

Planning Division
805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

SPECIAL USE PERMIT APPLICATION

GENERAL

1. An applicant shall be required to schedule a pre-submittal meeting with the Administrator at least thirty (30) days prior to submission of an application.
2. Any information the applicant wishes to submit to assist in making the above findings may be included as part of the Project Narrative or as a supplement labeled "Support Information-Required Findings" (max. 1 page).
3. Where construction, location or relocation is proposed to be done upon a residence, place of business or place of public assembly, no permit required for electrical, plumbing, heating, air conditioning or other construction, *location or relocation activity under any provision of general or special law* shall be issued until an authorization for wastewater system construction has been issued under G.S. 130A-336 or authorization has been obtained under G.S. 130A-337(c).

APPROVAL STANDARDS

The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1. The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3. The proposed use shall not constitute a nuisance or hazard;
4. The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5. Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8. The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

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Special Use Permit Submission

Applications will be considered for the Board of County Commissioners hearing and reviewed by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

1. ✓ **Pre-submittal Meeting**
   Date of Meeting 11/1
2. ✓ **Signed Application**
3. ✓ **Payment**
   $300 for the first 5 acres; $10 per acre over 5 acres of the project area
4. ✓ **Site Plan**
   All Site Plans submitted must be in accordance with Section 3.12.2 of the Unified Development Ordinance.
5. ✓ **Digital Submission**
   For all documents submitted in paper copy, bring a digital copy with paper submission.
6. ✓ **Adjacent Property List**
   The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500-feet of the perimeter of the project bounds along of the property under consideration.
7. ✓ **Adjacent Property Envelopes**
   The applicant shall provide one (1) set of #10 envelopes with typed addresses to each person on the owners of all properties located within 500-feet of the perimeter of the project bounds and accompanied with the required amount for first class postage.
8. ✓ **Project Narrative**
   A description of the proposed Special Use Permit including response to the standards set forth in Section 3.12.3.G of the Unified Development Ordinance.

I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant Kyle O. Mills

Date 11/2/2022

Printed Name Kyle O. Mills

Staff Initials: _____
Date: _____

Special Use Permit Specific Requirements

1. Project Narrative--Written description of the project (max of 3 pages) including the following:

- Location of the project and type of access to project site
- Detailed description of the activities to be undertaken on the site, including hrs. of operation, # of employees, etc.
- Description of all construction activities to be undertaken on the site
- Describe type of utilities that will serve project and status of approval from applicable providers
- List of all state and federal permits that will be required for the project
- Applicant must specifically address the 8 written findings for Special Use Permit approval which are identified on page 1 of this application and in the Pender County Unified Development Ordinance (Section 3.12.3.G.). Describe any potential impacts the project will have on the community or adjacent properties such as traffic, noise, etc. and explain efforts to mitigate these impacts. The applicant may also wish to describe any positive benefits the project will provide for the community and/or neighbors of the project.

2. Project Map(s)--Map or maps of the special use project site with boundaries of the project if less than the parcel boundaries. This map or maps shall be drawn to a readable scale. The scale shall be not more than 200' to the inch. The map shall display an accurate bar graph scale, date prepared, north arrow and the author of the map. This map(s) shall show the following:

- Structures. Location of all structures within fifty (50) feet of the property; location and depth, if known, of any existing utility lines in the property or along any adjacent road.
- Location of property boundaries, location of any easements for utility lines or passage which cross or occupy any portion of the property for proposed lines;
- Name, address, tax map number, acreage, zoning, township and means of access to the site (road or recorded access easement);
- Location and status of utilities: water, sewer, well, septic system, method of solid waste disposal, electrical service and natural gas if available;
- Existing topography and all proposed changes. Include calculations to show total acreage of area to be graded or disturbed;
- Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
- Existing and proposed structures and on-site improvements;
- Existing and proposed fencing, vegetative screening and buffering;
- Existing and proposed signs, lighting, landscaping, walks, parking and drives;
- Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	Date	
Application Fee	$	Invoice Number	
Pre-Application Conference		Hearing Date	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Grace Community Church of Topsail, Inc.	Owner's Name:	Norma C. Moore
Applicant's Address:	PO BOX 835	Owner's Address:	130 Tim Moore Dr
City, State, & Zip	Hampstead, NC, 28443	City, State, & Zip	Hampstead, NC, 28443
Phone Number:	864-380-6383 / 910-803-1771	Phone Number:	910-540-1934
Email Address:	gracetopsail@gmail.com	Email Address:	
Legal relationship of applicant to landowner:	Buyer → Seller		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3283-84-6035-0000	Total property acreage:	± 4.5
Zoning Classification:	RP	Acreage to be disturbed:	± 3.0
Water Provider:	Pender County	Wastewater Provider:	Pluris LLC
Project Address:	130 Tim Moore Dr	NAICS Code:	8131
Description of Project Location:	Wooded parcel adjacent to the north of S. Topsail Elem School, bordering Tim Moore Dr to the south and Hoover Rd to the east		
Describe activities to be undertaken on project site:	Part of the property to be cleared to make way for a church building and parking lot. Approx. ... acres for a parking lot; with a 10,000 sq ft building.		

SECTION 3: SIGNATURES			
Applicant's Signature	Kyle O. Mills	Date:	11/1/2022
Applicant's Printed Name:	Kyle O. Mills	Date:	11/1/2022
Owner's Signature	Norma C. Moore	Date:	11/1/2022
Owner's Printed Name:	Norma C. Moore	Date:	11/1/2022

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Special Use Permit – Project Narrative for 130 Tim Moore Drive, Hampstead, NC 28443

Grace Community of Topsail, Inc. is requesting a special use permit for the property located at 130 Tim Moore Dr. in Hampstead, NC 28443 (PIN: 3283-84-6035-000) for the purpose of constructing a building of worship and adjacent parking lot. The property borders the west side of Hoover Rd in Hampstead, and access to the property will be via Hoover Rd, coming from either the northbound or southbound direction. Kyle Mills, Associate Pastor, is the representative for Grace Community of Topsail, Inc. and pursuant to its by-laws he is authorized to execute legal documents relating to real estate, church property, and church finances (see *Enclosure 1*: offer letter and job description, and *Enclosure 2*: by-laws of Grace Community of Topsail, Article IX, Section 6). The applicant, Grace Community of Topsail, Inc., is currently under contract on the property. A copy of the contract is provided as *Enclosure 3*. Grace Community of Topsail, Inc. currently employs two exempt, full-time ministerial staff, Pastor Stephen Marshall and Associate Pastor Kyle Mills. These staff will not be working at the church building once construction is completed. Each staff member currently works out of their respective home offices, and will continue to do so after construction is complete.

This property will be primarily used for religious worship services on Sunday mornings from 10:00am to 12:00pm and Wednesday evenings from 6:00pm to 8:00pm of every week. The property will also be used for midweek men's bible studies from 5:00am to 7:00am on Tuesday mornings, and midweek women's bible studies from 9:30am to 11:30am on Thursday mornings. These regular meeting times for worship and bible studies will minimize traffic impacts during normal school hours, especially during drop-off and pick-up at South Topsail Elementary School. There may be special events hosted at this location throughout the year to include but not limited to: graduation events, 4th of July church BBQ, Fall Festival, outreach and community events, and Christmas gatherings. The worship services on Sundays will be attended by an average of 200 people. The midweek Wednesday evening bible studies will be attended by an average of 100 people. The Tuesday and Thursday bible studies will be attended by an average of 50 people. The parking lot will be constructed to allow for 100 vehicles.

Approximately 1.5 acre of the property will be cleared to allow for construction of the building and parking lot. The footprint of the building will be ±14,000 square feet (pending finalized drawings). The parking lot of ±28,000 feet will be constructed, in addition to an ingress/egress drive. A temporary power pole will be set up to serve the power needs of the construction company during construction, pending approval from the county and Duke Energy. Portable toilet Rent-A-John's will be available for use during all phases of construction for the construction crews. There are no Pender County Utilities available for access from the property; therefore a well will be dug and a septic tank and leech field will be constructed for water needs during construction of the project and for the finished church building. The following permits will be applied for per state and federal requirements: Site Plan Approval, Soil Erosion and Sedimentation Approval, Stormwater Permit, Soil Percolation Test, and Commercial Building Permit (to include foundation, framing, electrical, plumbing, mechanical, etc.)

The requested special use of this property for the construction of a religious building of worship is among the special uses allowed in this district for which this application is made. The land is currently zoned RP, Residential Performance. For the construction of a religious place of worship, a Special Use Permit is required per the Pender County UDO and NAICS reference #8131. The requested use will not impair the integrity or character of the surrounding districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property. In fact, the presence

of a religious building of worship and the community of families attending the church will positively impact the morals and welfare of the surrounding neighbors and community by providing a place of worship, community gathering, and belonging. The proposed use shall not constitute a nuisance or a hazard to the community; religious meetings will be held inside the building where all sound from worship music, singing, and other activities will be mitigated by the exterior covering of the building. The requested use will be in conformity with the Pender County Unified Development Ordinance, updated 9.19.2022 and other official plans or policies adopted by the Board of County Commissioners. Adequate utilities, access roads, drainage, sanitation, and other necessary facilities will be permitted, approved, and provided as needed. Storm water run-off will flow towards and into the drainage ditch bordering the north line of the property, pending county approval for storm water run-off requirements. DOT has rights to a Permanent Utility Easement located on east line of property bordering Hoover Road, per Book 4745 Page 558. This easement is a "guy pocket" for a power pole and the guy wire holding the pole. The location of the DOT Hampstead By-Pass where it intersects Hoover Road will not affect the property (see *Enclosure 4*). Adequate measures will be taken to provide ingress and egress so designed as to minimize the traffic congestion from Hoover Road, including 3-lane access to the parking lot. The increased traffic to the immediate area on Sunday mornings and Wednesday evenings will be mitigated by the ingress/egress road to the parking lot for ease of access. The increased traffic to the church also occurs outside of typical heavy traffic events (e.g. rush-hour traffic). These regular meeting times for worship and bible studies will minimize traffic impacts during normal school hours, especially during drop-off and pick-up. The existing location of Tim Moore Drive that cuts through the southwest corner of the property will be redirected to the 60' Access Easement to the south border of the property specified in Deed Book 956, Page 41. The special use of this property shall, in all other respects, conform to the application regulations of the district in which it is located. The proposed use shall not adversely affect surrounding uses and shall be placed on this lot which is of sufficient size to satisfy the space requirements for this religious building of worship.

The positive impact of having a church building of worship constructed off of Hoover Road will have long-lasting benefits in the immediate surrounding communities of Hoover Road, and the Hampstead community in general. As is often the case when it comes to assessing a church's impact on its community, the effects may not always be concretely measured with the statistics that are typically used to reflect the profile of an area or township; i.e. it would be difficult to prove that the presence of a church will have an impact on crime rates, unemployment rates, educational attainment, divorce rates, etc. in say, 5 years' time or 10 years' time. That being said, the truths of the book of Proverbs still ring true, that "When it goes well with the righteous, the city rejoices" and "By the blessing of the upright a city is exalted" and "When the righteous triumph, there is great glory". (Proverbs 11:10,11; 28:12). And so, according to God's Word, the presence of a church will bring great blessing to the community. Having a church on Hoover Road will give the community a place to worship and encounter the living God, a place to experience hope and joy in the truth of God's Word, and a place to grow in relationships with neighbors, friends, and family members, all of which will thereby strengthen the bonds of the community in unmeasurable ways.

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1 AS1 **SITE PLAN**
SCALE. 1"=40 0'.
4 52 ACRES

TRUE NORTH

PROJECT SUMMARY
SEATING AREA IN ASSEMBLY- 3040 SF
PARKING REQUIRED
1 PARKING SPACE / 28 SF
3040 / 28 = 108.57 - - 109 SPACES
PARKING PROVIDED 110 SPACES

INFORMATION ON THIS SITE PLAN WAS TAKEN FROM PENDER COUNTY GIS APPLICATION AND IS TO BE CONFIRMED UPON PROGRESS OF THE PROJECT

PIKE McFARLAND HALL ASSOCIATES, INC. — ARCHITECTS & PLANNERS — 1300 PROFESSIONAL DRIVE, SUITE 201, MYRTLE BEACH, SOUTH CAROLINA 29577 — PHONE: (843) 497-0272 FAX: (843) 497-0271

PMH
PIKE McFARLAND HALL ASSOCIATES, INC.
ARCHITECTS & PLANNERS

OWNER
GRACE COMMUNITY CHURCH

PROJECT
PROPOSED NEW FACILITY FOR:
GRACE COMMUNITY CHURCH
HAMPSTEAD, NORTH CAROLINA

COMM	336[illegible]
FILE	23035-1
DRAWN BY	GTM
PLOT	1=1
DATE	11-29-22
REV	

SHEET
AS1

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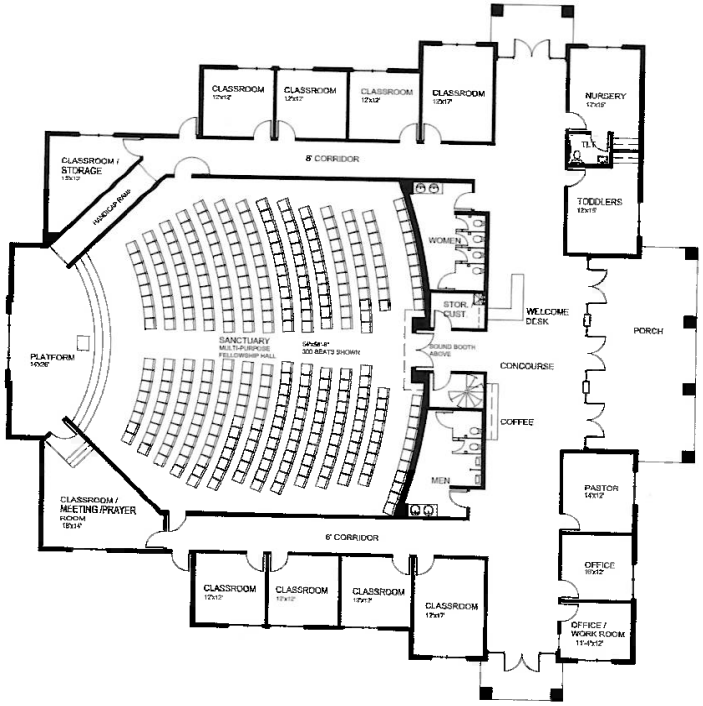
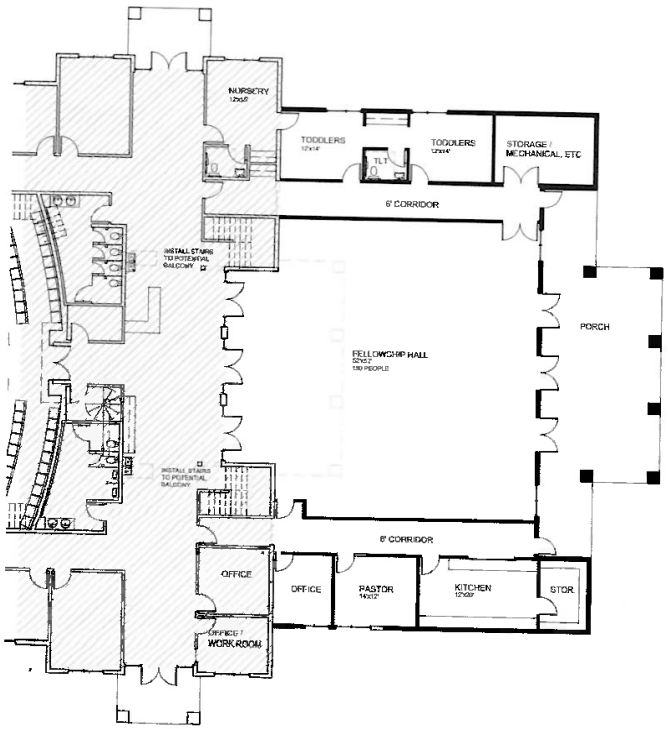


1 A1 **FLOOR PLAN- FIRST PHASE**
SCALE: 1/8"=1'-0"
8,642 SF



2 A1 **FLOOR PLAN- FUTURE PHASE**
SCALE: 1/8"=1'-0"
4,622 SF
POTENTIAL SANCTUARY
BALCONY SEATING- 100 SEATS

PIKE McFARLAND HALL ASSOCIATES, INC. – ARCHITECTS & PLANNERS – 1300 PROFESSIONAL DRIVE, SUITE 201, MYRTLE BEACH, SOUTH CAROLINA 29577 – PHONE: (843) 497-0272 FAX: (843) 497-0271

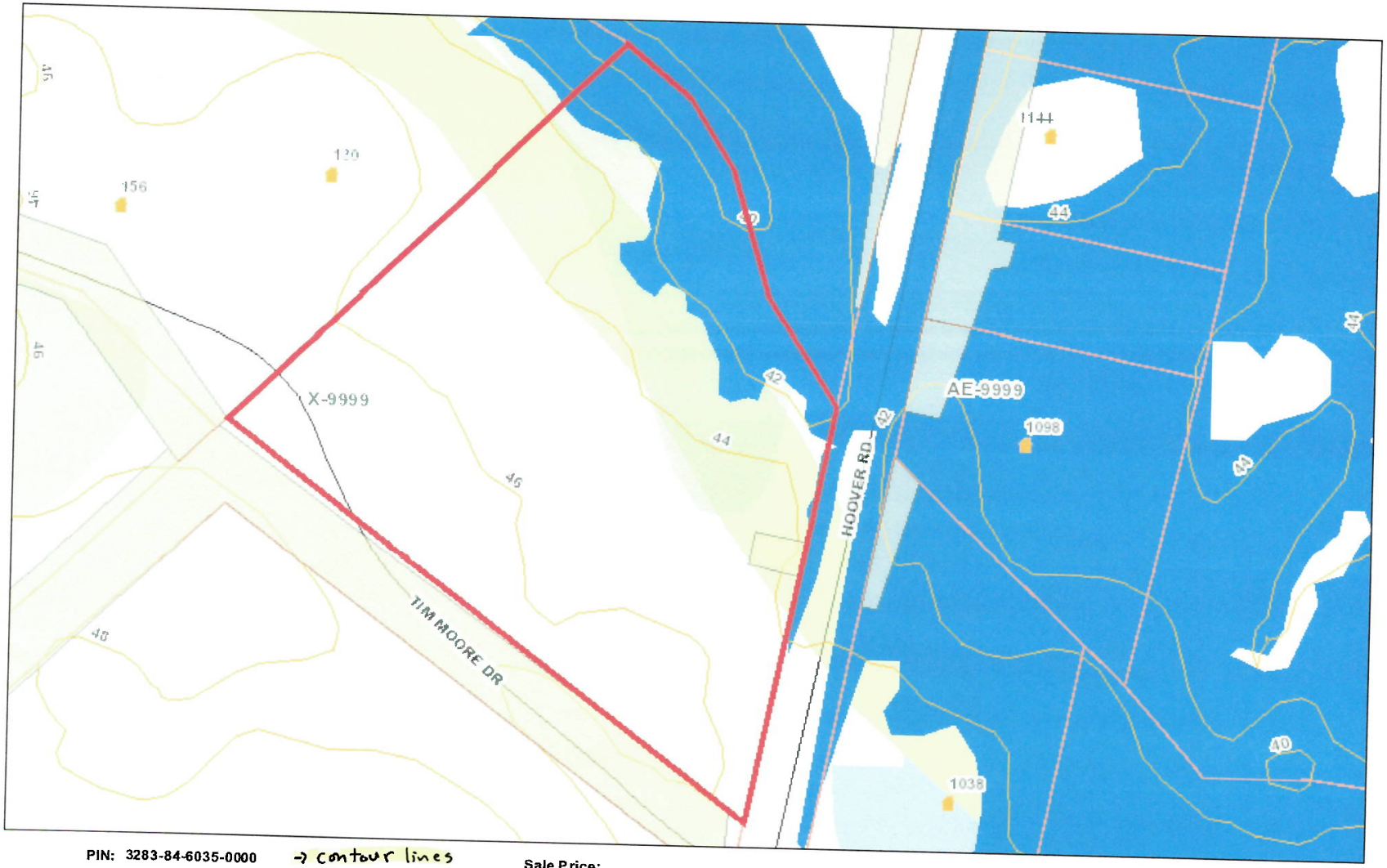
PMH
PIKE McFARLAND HALL ASSOCIATES, INC.
ARCHITECTS & PLANNERS

OWNER
GRACE COMMUNITY CHURCH

PROJECT
PROPOSED NEW FACILITY FOR:
GRACE COMMUNITY CHURCH
HAMPSTEAD, NORTH CAROLINA

COMM	22077
FILE	22025-1
DRAWN BY	GTM
PLOT	1=1
DATE	11 23 22
REV	

SHEET
A1



PIN: 3283-84-6035-0000 → contour lines
Owner: MOORE, NORMA C → easements
130 TIM MOORE DR → floodzones
HAMPSTEAD, NC 28443 → wetlands - NWI - DCM
Deed Ref: 1297/317

Property Address:
Description: ON W/S SR 1569

Sale Price:
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 61707
Township: TOPSAIL
Subdivision:
Tax Codes: G01 F29 R40

Acres: 4.52
Land Value: $71,932
Building Value: $0
Total value: $71,932
Deferred Value: $0
Exempt Amount: 0
PCL Class: R
Heated Sq Feet:

Pender County

1:1,440
0 0.01 0.02 0.04 mi
0 0.015 0.03 0.06 km
1 inch = 120 feet
3/16/2021

N W E S

Stephen Marshall
Grace Community Church of Topsail
180 NC Hwy 210
Hampstead, NC 28443

GRACE
COMMUNITY CHURCH
OF TOPSAIL

Dear Kyle Mills:

Greetings in the name of the Lord! We at Grace Community Church of Topsail are excited to extend to you a formal offer of employment for the exempt position of Associate Pastor/Worship Pastor.

Your current compensation will be paid in bi-weekly installments of $2,115.38, which is equivalent to $55,000 annually (pre-tax). I have enclosed the Need, Tasks, and Responsibilities description for the role of Associate Pastor and Worship Pastor, as we have previously discussed. We would like for you to begin your ministry on October 12, 2020. If this time is not convenient for you, please let me know.

During the course of your employment, you are free to resign from Grace Community Church of Topsail at any time for any reason, and we also have the right to terminate your employment at any time, with or without advance notice and with or without cause. This is described as "Employment at Will". Grace Community Church of Topsail has not made a commitment for any length, duration or permanence of employment.

The entire staff is genuinely looking forward to you joining our ministry team! Please let us know if you wish to accept this offer of employment. We look forward to hearing from you.

In Christ's Service,

Stephen Marshall

The Administrative Pastor - Five Tasks:

1. Systems and Strategy: Every vision and effort of GCT requires someone to come behind it, to drive the planning and discussion, to think through the practical details, and then to implement the nuts and bolts of it all. This takes a lot of time, patience, biblical knowledge, pastoral discernment, and hard work.

2. Organization and Infrastructure: History has shown that an organization will only succeed to the extent that clear processes and tools are in place to build, support, and maintain that organization and its strategy. Now, gospel ministry is different because true growth comes supernaturally through the gospel. Still, there is an important stewarding of our natural resources that we must consider in building the administrative systems of GCT. An administrative pastor's job requires that he build and maintain processes and tools for all the parts and pieces of the church. These nuts and bolts may include:

- managing the church's building(s) and property;
- overseeing the daily/weekly logistics for the regular schedule and events of the church;
- executing legal documents relating to real estate, church property, and church finances.
- managing the administrative tasks, personalities, and details of the church membership process, church finances, meetings, important church documents, and so on.

3. Communication: The clearest strategies and the most effective processes and tools will fail without good communication and teaching. Much of the responsibility for communication falls to the preaching pastor and elders as a whole, but the administrative pastor sits in a special position and can therefore serve as the glue that holds together the church leadership and the members of the congregation. At the same time, he will, by God's grace, maintain an eternal, Christ-centered, gospel-saturated perspective.

4. Member Care: Along with the Pastor, he will see needs among the congregation that others are not aware of. With pastoral discernment, love, and empathy, he will be able to act on behalf of the church so that they are faithful to care for one another. For example, he will assess needs and help build an effective deacon structure to cover those needs.

5. Teaching and Discipling: He will serve as the Chairman of the Council of Elders in legal and administrative matters, and as a vocational elder he will assist in the regular teaching, discipling, and mentoring of the people of GCT. Further, he is encouraged to train and mentor other men who feel called to such an area of service.

With the Administrative Pastor's good work, attention to detail, and faithfulness in many small tasks there will be a solid platform for discipleship, missions, teaching, preaching and counseling in public and private, that will bring glory to God. In short, the faithful teaching and ministries of a biblically healthy church can be wonderfully enabled and enhanced by faithful management, stewardship, and administration.

The By-Laws of Grace Community Church of Topsail
A North Carolina Non-Profit Organization

Article I
Name and Location

Section 1. Name. The name of the Corporation shall be Grace Community of Topsail, Inc. (hereafter referred to as "this Church") and organized January 19th, 2012.

Section 2. Principal Office. The principal office of this Church shall be located at 329 Dogwood Lane, Hampstead, NC 28443.

Section 3. Registered Office. The registered office of this Church required by law to be maintained in the State of North Carolina may be, but need not be, identical to the principal office.

Article II
Primary Purpose of Grace Community Church of Topsail

Section 1. The primary purpose of this Church is to bring glory to God by making disciples of all nations. By living and sharing the gospel, this Church seeks to lead people to faith in Jesus Christ and help them to become mature followers of Him.

Article III
Foundation, Object and Priorities of Ministry

Section 1. The foundation of this Church is the Lord Jesus Christ (I Corinthians 3:11), and its code of guidance in all its affairs the Word of God, and this Church does here affirm its faith that the Holy Scriptures of the Old and New Testaments are the Word of Almighty God (Mark 13:31).

Section 2. The object of this Church shall be to worship God according to the teaching of His Word, to practice the precepts and examples of the Church of our Lord Jesus Christ as set forth in the New Testament, to sustain its ordinances and doctrines and to preach and propagate among all peoples the Gospel of Salvation which is by personal faith on Jesus Christ as Savior and Lord.

Section 3. The priorities of ministry of this church flow from the vision of God's glory revealed in Jesus Christ. We exist to savor this vision in worship (John 4:23), strengthen the vision in nurture and education (I Corinthians 14:26; II Peter 3:18), and spread the vision in evangelism, missions, and loving deeds (I Peter 2:9; 3:15; Matthew 28:18-20; 5:16).

Article IV
Corporation Members

Section 1. General Statement. This Corporation shall have no members (legally binding), certificate holders, or shareholders – all functions and affairs of the Corporation being directed entirely by the Council of Elders.

Article V
Church Membership

Section 1. General Procedure. All actions regarding membership, either of admission or dismissal, shall be by affirmation of the Church upon recommendation of the Council of Elders. At any of the regular meetings for worship, the Church may, without special notice, act upon the reception of members, or upon transfer of members to other churches. Reception of members may, without special notice, be acted on by groups, within the Church, more limited than the full membership of the Church, using procedures specifically authorized by affirmation of the Church at a regular business meeting upon recommendation of the Council of Elders.

Section 2. New Members. All persons uniting with this Church shall previously, by the Council of Elders, be made acquainted with the Church Covenant and the Statement of Faith, church disciplinary process, and any other stated beliefs. New members shall pledge themselves to the Lord Jesus Christ and to the other members of GCT through the Church Covenant to fulfill their stewardship obligations as to worship, service, and giving, when they make a public profession of faith and join with us as the Church.

Section 3. Organization. Members of this church shall have the liberty to participate in and organize themselves for ministry, provided that such participation and organization does not conflict with Article I of the Constitution. Any such organization may seek church sanction from the Council of Elders as an official ministry of Grace Community Church of Topsail. Such sanction shall be granted provided that 1) the object, purpose, belief and conduct of the organization and its members is consistent with Article I of the Constitution, and 2) the primary officers of the organization are: members of the church, or other regular attenders of the church who have been approved under guidelines established by the Council of Elders. Sanction by the Council of Elders does not necessarily imply support of the organization by the church with personnel, finances, or facilities. Such support may be requested as provided by the leadership of the church.

Section 4. Discipline. Church discipline shall be carried out by the Council of Elders in accordance with Article III of the Constitution and as explained in our "Relational Commitments" document and the "Guidelines for Church Discipline" developed by the Council of Elders in accordance with God's Word, and approved and consented to by the members of this Church.

Article VI
Meetings

Section 1. For Worship. Worship services shall be held on the Lord's Day. The Lord's Supper shall be celebrated on the first Sunday of each month or at such other times as the Council of Elders may determine. Other religious services may be appointed as the advancement of the mission of this Church may require.

Section 2. For Business. Robert's Rules of Order shall be recognized as the general pattern for the conduct of the business meetings of this Church. The *annual meeting* shall be held at some time during the last month of the fiscal year. *Special meetings* may be held at any time, and may be called by the Council of Elders or any ten members in good standing. Notice of special meetings shall be given from the pulpit or by other notification, the particular object of such meeting being clearly stated in the notice. Any number of members shall constitute a quorum at any ordinary meeting of this Church.

Article VII
Church Government

Section 1. General Statement. The Officers of this Church shall be constituted in a Council of Elders and Deacons. Officers shall be called to office upon recommendation of the Council of Elders and subsequent affirmation of the membership of this Church as outlined in the Council of Elders Book of Order. All Officers of this Church shall be members of the Church in good and regular standing, and in agreement with the Statement of Faith. The Council of Elders shall be composed of men only (I Timothy 3:1-7, Titus 1:6-9 and I Peter 5:1-4), and Deacons may be composed of both men or women (1 Timothy 3:8-13, Romans 16:1).

Section 2. Treasurer, and Financial Secretary. This Church, upon recommendation by the Council of Elders shall affirm at the annual meeting, members to the positions of Treasurer and Financial Secretary. These persons must be in agreement with our Statement of Faith. The functions of Treasurer and Financial Secretary shall not be performed by one member. The Treasurer and Financial Secretary shall be bonded or insured by the Church in a suitable amount. The Elders shall provide a written description of duties to the Treasurer and Financial Secretary.

Section 3. Statement of Faith. All Officers must affirm the Statement of Faith of this Church contained in the Constitution of this Church in order to be eligible for membership as an Officer.

Section 4. Elders, Calling, and Terms. The Council of Elders shall be composed of men only. The Elders shall consist of Vocational Pastors and Lay Elders and will be equal in authority but may be specialized in function. The Elders shall consist of not less than three (3) nor more than twenty-five (25) Elders, but four (4) to nine (9) are preferred. Elders and those who aspire to become an Elder shall be qualified for the Office as specified in Scripture. Relevant texts include 1 Timothy 3:1-7, Titus 1:6-9, and 1 Peter 5:1-4. Those men who aspire to, and are called to the Office of Elder shall be recognized by the Council of Elders and undergo equipping for Eldership as outlined in the Elders Book of Order. Nomination and affirmation of Elders will be carried out according to the procedures outlined in the Elders Book of Order. Terms of Eldership are for three (3) years, though Elders may serve up to two (2) consecutive terms with a majority Elder approval. A totality of Elders present at any meeting shall constitute a quorum. The Council of Elders shall annually select its Chairman and Vice-Chairman from among the Elders.

Section 5. Elder Meetings. There will be a minimum of one (1) meeting per month of the Council of Elders. Meetings of the Elders may be held at any location and may be conducted by means of electronic communication through which the Elders may simultaneously hear each other. Unless the Council provides otherwise, meetings of the Elders may be held immediately upon notice.

Article VIII
Church Employees

Section 1. General Statement. In addition to Vocational Pastors, the church may employ additional personnel. The moneys for such personnel must be approved by the church membership at a properly called business meeting. The Council of Elders shall be responsible for determining the duties of hiring such personnel. Employees must be in agreement with our Statement of Faith and By-Laws – this is a condition of employment, part-time or full-time. Failure to be doctrinally aligned with GCT at any time (pre- or during employment) may result in a termination of the employment or consideration of employment.

Article IX
Finances

Section 1. General Statement. No method of raising funds shall be entertained which is in conflict with the Scriptural ideals of the Church. All funds donated for missions by the societies and organizations of the Church shall pass through the Church Finance Secretary and the Treasurer in order that due record may be made and credit given to the Church. The Deacons shall provide assistants for the Financial Secretary in accounting for funds donated.

Section 2. Contributions. It is understood that membership in this church involves financial obligations to support the Church and its causes with regular and proportionate giving. Each member shall be encouraged in Scriptural giving, with tithing as the ideal minimum. Special offerings may be sought by the Church, or by any of its organizations, with the approval of the Council of Elders. This shall not preclude individuals from making special offerings or designated gifts at any time as the Spirit of God may move them.

Section 3. Financial Planning. The financial planning of the Church shall be carried out through the medium of annual budgets for carrying out of the various ministries to accomplish its mission. Annual budgets shall be adopted by the Church upon recommendation of the Council of Elders, or, if authorized by the Council, the Deacons or other committees. Matters involving staff compensation shall be the responsibility of the Lay Elders of the Council of Elders. The Council of Elders may delegate this responsibility provided such delegation is to lay Deacons or other lay members of the Church.

Section 4. Accounts. Financial receipts from all sources shall be accounted for by the Finance Secretary according to the purposes for which contributions are designated. The Treasurer of the Church shall disburse these funds promptly according to the financial program of the Church as detailed in the Budgets or other authorized designations. All moneys for missions shall be remitted in accordance with the Mission Budget of the Church or otherwise designated, preferably each month and not less than each quarter.

Section 5. Indebtedness. No note or contract exceeding 1% of the total annual budget whereby the credit of this Church is pledged shall be made except by recommendation of the Council of Elders and affirmed by the Church.

Section 6. Authority to Bind This Church. The Treasurer and Chairman of the Council of Elders are the only officers who have authority, in accordance with these By-Laws, the Church Constitution, and any applicable laws, to execute legal documents relating to real estate, church property, and church finances.

Section 7. Fiscal Year. Unless otherwise ordered by the Council of Elders, the fiscal year of this Church shall be from January 1 to December 31.

Article X
Church Property

Section 1. General Statement. In the event of a division of this Church, from which may God in His mercy save us, the property of this Church shall belong to that group of such division as represents the largest portion of the Church membership before recognizing a division therein, provided such group is loyal to this Church's Constitution; otherwise it shall belong to the group remaining loyal to this Constitution though it may not be the largest group in such division. Should a condition arise at any time in the future when for any reason, the Church work cannot continue, the Church property shall be transferred to a local church or religious organization whose faith and doctrine align with this Church's Statement of Faith. Should conditions arise where a consolidation with another church of the same doctrine be advisable, the Council of Elders shall be authorized by the Church to negotiate the terms of such consolidation in so far as the property and assets of this Church are concerned.

Article XI
Amendments

Section 1. General Statement. These By-Laws may be amended or repealed and new By-Laws may be adopted by the affirmative vote of the totality of the Council of Elders then holding office at any regular or special meeting of the Council of Elders.

Article XII
Election As a Section 501(c)3 Corporation

Section 1. General Statement. Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under the section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code. The business activity for said organization is as follows: The purpose of Grace Community of Topsail is to bring glory to God by making disciples of all nations. By living and sharing the gospel, we seek to lead people to faith in Jesus Christ and help them to become mature followers of Him.

Section 2. General Provisions. No part of the net earnings of this organization shall inure to the benefit of, or be distributable to, its members, trustees, officers or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of this organization shall be the carrying on propaganda, or otherwise attempting to influence legislation, and this organization shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section I 70(c) (2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Section 3. Dissolution Statement. Upon the dissolution of this corporation, assets remaining shall be distributed for one or more exempt purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed by the Superior Court of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

NOTE FOR NEW CONSTRUCTION: If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller"**: Norma C Moore

(b) **"Buyer"**: Grace Community of Topsail, Inc.

(c) **"Property"**: The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.)

Street Address: 130 Tim Moore Dr
City: Hampstead Zip: 28443
County: Pender, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete *ALL* applicable)
Plat Reference: Lot/Unit_____, Block/Section _____, Subdivision/Condominium _____
_____, as shown on Plat Book/Slide _____ at Page(s) _____
The PIN/PID or other identification number of the Property is: 3283-84-6035-000
Other description: _____
Some or all of the Property may be described in Deed Book 1297 at Page 317

(d) **"Purchase Price"**:

$ 500,000.00	paid in U.S. Dollars upon the following terms:
$ _____	BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer (*specify payment service*: _____)
$ 3,000.00	BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ☐ cash ☒ personal check ☐ official bank check ☐ wire transfer, ☐ electronic transfer within five (5) days of the Effective Date of this Contract.

REALTOR®

This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.

EQUAL HOUSING OPPORTUNITY

STANDARD FORM 12-T
Revised 7/2022
© 7/2022

Buyer initials TRB Seller initials NCM

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$ _____	BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, ***TIME BEING OF THE ESSENCE*** by ☐ cash ☐ official bank check ☐ wire transfer ☐ electronic transfer
$ _____	BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
$ _____	BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
$497,000.00	BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may be entitled to recover reasonable attorney fees and court costs. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. See paragraph 20 for a party's right to the Earnest Money Deposit, and attorneys' fees incurred in collecting the Earnest Money Deposit, in the event of breach of this Contract by the other party.

(f) **"Escrow Agent"** (insert name): **Law Office of J Chris Huff, PC**
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this

Contract by Seller, or if this Contract is terminated under Paragraph 20(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on December 21, 2022 ***TIME BEING OF THE ESSENCE.***

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction

(l) **"Settlement Date"**: The parties agree that Settlement will take place on December 21, 2022 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 10, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan**: Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), ***TIME BEING OF THE ESSENCE***. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

☒ (*Check if applicable*) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is ☐ is not ☐ attached.

> NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

☐ (*Check if applicable*) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (*check all applicable sources*):

☐ First Mortgage Loan:
Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: ☐ Conventional ☐ USDA
☐ Other type: _____
_____
in the principal amount of _____.

☐ Second Mortgage Loan:
Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property: _____

☐ Other funds:
Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____
_____
_____

> NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.
> Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property**: Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: _____

☐ (*Check if applicable*) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ (*Check if applicable*) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (*check only ONE of the following options*):

☐ is listed with and actively marketed by a licensed real estate broker.
☐ will be listed with and actively marketed by a licensed real estate broker.
☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

> NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

Buyer initials TRB Seller initials MCM

Enclosure 3

(c) **Performance of Buyer's Financial Obligations**: To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. **BUYER OBLIGATIONS**:

(a) **Responsibility for Special Assessments**: Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs**: Buyer shall be responsible for all costs with respect to:

(i) any loan obtained by Buyer;
(ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract;
(iii) appraisal;
(iv) title search;
(v) title insurance;
(vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
(vii) recording the deed; and
(viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information**: Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. **SELLER REPRESENTATIONS**:

(a) **Ownership**: Seller represents that Seller:

☒ has owned the Property for at least one year.
☐ has owned the Property for less than one year.
☐ does not yet own the Property.

(b) **Owners' Association(s) and Dues**: To best of Seller's knowledge, ownership of the Property ☐ subjects ☐ does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** (☐ Applicable ☐ Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit**: (☐ Applicable ☐ Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.

6. **SELLER OBLIGATIONS**:

(a) **Evidence of Title, Payoff Statement(s)** and Non Foreign Status:

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

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(b) **Authorization to Disclose Information**: Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property**: Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property**: Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement**: Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens**: If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access**: Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees**: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Grace Community of Topsail, Inc.

(i) **Agreement to Pay Buyer Expenses**: Seller shall pay at Settlement $_____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges**: Seller shall pay any charges by an owners' association or a management company/vendor

Buyer initials TBB _____ Seller initials NCM _____

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as agent of the association under paragraph 7(a) of this Contract.

(k) **Payment of Special Assessments**: Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties**: All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Breach of Contract**: See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

7. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

(i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
(ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
(iii) any fees charged for transferring or updating ownership records of the association; and
(iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) **Buyer shall pay:**

(i) charges for providing information required by Buyer's lender;
(ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
(iii) determining restrictive covenant compliance.

8. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Rents**: Rents, if any, for the Property;

(c) **Dues**: Owners' association regular assessments (dues) and other like charges.

9. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. POSSESSION: Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

Buyer initials TRB _____ Seller initials NCM _____

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12. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- ☐ Additional Provisions Addendum (Form 2A11-T)
- ☐ Additional Signatures Addendum (Form 3-T)
- ☐ Back-Up Contract Addendum (Form 2A1-T)
- ☐ Loan Assumption Addendum (Form 2A6-T)
- ☐ Owners' Association Disclosure Addendum (Form 2A12-T)
- ☐ Seller Financing Addendum (Form 2A5-T)
- ☐ Short Sale Addendum (Form 2A14-T)

☒ Identify other attorney or party drafted addenda: Contract addendum attached

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

13. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

Buyer initials TRB Seller initials N.C.M

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21. REMEDIES:

(a) **Breach by Buyer**: In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller**: In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees**: If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

> **NOTE:** A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer initials TRB Seller initials NCM

Enclosure 3

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: October 13, 2022	Date: October 13, 2022
Buyer: Grace Community of Topsail Inc.	Seller: Norma C. Moore
Date:	Date:
Buyer:	Seller:
Entity Buyer: Grace Community of Topsail Inc. (Name of LLC/Corporation/Partnership/Trust/etc.)	Entity Seller: (Name of LLC/Corporation/Partnership/Trust/etc.)
By: Todd Brafaugh	By:
Name: Todd Brafaugh (Print Name)	Name: (Print Name)
Title: Treasurer	Title:
Date: October 13, 2022	Date:

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

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Exhibit 3

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: PO Box 835
Hampstead, NC 28443

Buyer Fax #: _____

Buyer E-mail: gracetopsail@gmail.com

SELLER NOTICE ADDRESS:

Mailing Address: 156 Jim Moore Drive
Hampstead, NC 28443

Seller Fax #: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: _____
Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Firm License#: _____

Mailing Address: _____

_____

Individual Selling Agent: _____
☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Firm Name: _____
Acting as ☐ Seller's Agent ☐ Dual Agent

Firm License#: _____

Mailing Address: _____

_____

Individual Listing Agent: _____
☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

Buyer initials TKB Seller initials MC-M

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Enclosure 3

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: _____ ("Buyer")

Property Address: _____ ("Property")

☐ LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of $_____, receipt of which Listing Agent hereby acknowledges.

Date_____ Firm: _____

By: _____
(Signature)

_____
(Print name)

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of $_____, receipt of which Seller hereby acknowledges.

Date: _____ Seller: _____
(Signature)

Date: _____ Seller: _____
(Signature)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of $ 3000. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: October 13, 2022 Firm: Law office of J. Chris Huff, PC

By: _____
(Signature)

Mollie Brown
(Print name)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

[redacted]

GRACE COMMUNITY OF TOPSAIL
P.O. BOX 835
HAMPSTEAD, NC 28443

1712
63-1403/631

10/13/2022
Date

CHECK ARMOR

Pay to the Order of J Chris Huff, PC $ 3,000.00

Three thousand and 00/100 Dollars

SouthState
SouthStateBank.com 800.277.2175

For Earnest Money re: 130 Timbermore Dr

⑆063114030⑆ 0060019116⑈ 01712

Harland Clarke

ty provides for the payment to
gent as identified in Paragraph
ney Deposit and agrees to hold

STANDARD FORM 12-T
Revised 7/2022
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Enclosure 3

CONTRACT ADDENDUM
Dated October 13, 2022

BUYER: Grace Community of Topsail, Inc.

SELLER: Norma C Moore

PROPERTY: 130 Tim Moore Dr, Hampstead NC 28443

CONTRACT DATE: October 13, 2022

THIS ADDENDUM REPLACES AND SUPERCEEDES ANY PRIOR ADDENDUMS

NOT WITHSTANDING ANY OTHER PROVISION CONTAINED IN THE OFFER TO PURCHASE AND CONTRACT DESCRIBED ABOVE AND AMENDED HEREBY.....

The Seller shall give to the Buyer a lump sum credit of $65,000.00 at closing.

All other provisions of the contract remain unchanged and in full force and effect.

BUYER:

Grace Community of Topsail, Inc.

By: Todd Brown (SEAL)
_____, _____

SELLER:

Norma C Moore (SEAL)
Norma C Moore

Disclosure 3

REQUEST FOR BOARD ACTION

ITEM NO. SUP 2022-39

DATE OF MEETING: January 17, 2023

REQUESTED BY: Justin Bratley, Interim Director – Land Use, Planning & Community Development

SHORT TITLE: Resolution Requesting Approval of a Special Use Permit for the construction and operation of a church.

BACKGROUND: Grace Community Church of Topsail, applicant, on behalf of Norma C. Moore, owner, is requesting the approval of a Special Use Permit to allow the construction of an approximately 10,000 square foot church. The use is proposed within the within the RP, Residential Performance zoning district. The subject property is located on Hoover Road approximately 1 mile north of the intersection of Hoover Road and US Highway 17 in the Topsail Township and may be further identified by PIN 3283-84-6035-0000.

SPECIFIC ACTION REQUESTED: To hold a public hearing and consider the approval of a Special Use Permit for the construction and operation of a church.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

On January 17, 2023, the Pender County Board of Commissioners (approved, modified, denied) a Special Use Permit Application, as described herein. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS_____

YEA VOTES: Tate ___ McCoy ___ Groves ___ Newton ___ Fletcher-Hardee___

_____ _____
Jacqueline A. Newton, Chairwoman Date

_____ _____
ATTEST Date
Clerk to Board

County Seal:

Pender County
SUP 2022-40: Request for Special Use Permit Revocation

TO:	Board of Commissioners
FROM:	Justin Brantley
DATE:	January 17, 2023
SUBJECT:	SUP 2022-40: Request for Special Use Permit Revocation

SUMMARY:
Shere Zorzi-Bredau, applicant and heir, on behalf of Sidbury, James W. Heirs, owner, is requesting the revocation of a previously issued Special Use Permit for a family cemetery (Case 11102). The subject property is located on the south side of Union Bethel Road about ¾ of a mile from the intersection of Union Bethel Road and US HWY 17 and may be further identified by PIN 4214-26-9271-0000.

ACTION REQUESTED:
To hold a public hearing and consider the Special Use Permit request.

ATTACHMENTS:
1. Staff Report
2. Attachment 1 - Application with Narrative and Supporting Documents
3. Attachment 2 - Original SUP 11102 Staff Report
4. Attachment 3 - 2022 Survey of Existing Cemetery
5. Attachment 4 - SUP Approval and Revocation Procedures
6. Mailing List Including Known Heirs
7. Board Action Form

STAFF REPORT FOR SUP 2022-40
SPECIAL USE PERMIT APPLICATION

APPLICATION SUMMARY	
Case Number	SUP 2022-40
Hearing Date	January 17, 2023 Board of County Commissioners
Applicant	Shere Zorzi-Bredau, Heir
Property Owners	Sidbury, James W. Heirs
Parcel Identification Number	4214-26-9271-0000
Acreage	3.67
Township	Topsail
Zoning District	RP, Residential Performance
Pender 2.0 Future Land Use Category	Low Density Residential

SPECIAL USE PERMIT PROPOSAL
Shere Zorzi-Bredau, applicant and heir, on behalf of Sidbury, James W. Heirs, owner, is requesting the revocation of a previously issued Special Use Permit for a family cemetery (Case 11102).
LOCATION
The subject property is located on the south side of Union Bethel Road about ¾ of a mile from the intersection of Union Bethel Road and US HWY 17 and may be further identified by PIN 4214-26-9271-0000.

SPECIAL USE PERMIT REVOCATION REQUEST

Shere Zorzi-Bredae, heir, on behalf of Sidbury, James W. Heirs, owner, is requesting the revocation of a Special Use Permit for a private cemetery (6,000 sq. ft. and larger) that was originally approved by the Board of Commissioners on March 17th, 2014 (Case 11102). The applicant for the original Special Use Permit was Joseph L. Shepard with Theodore Redd, heir, signing as the owner. This Special Use Permit approval allowed for a tract totaling approximately 3.61 acres to be subdivided from a 21-acre tract with a 1.32 acre area designated for future grave sites. This cemetery tract was established as a Special Purpose Lot for the sole purposes of a private cemetery and was subsequently identified as the Shepard Family Cemetery Tract in Map Book 56 Page 53. See below:

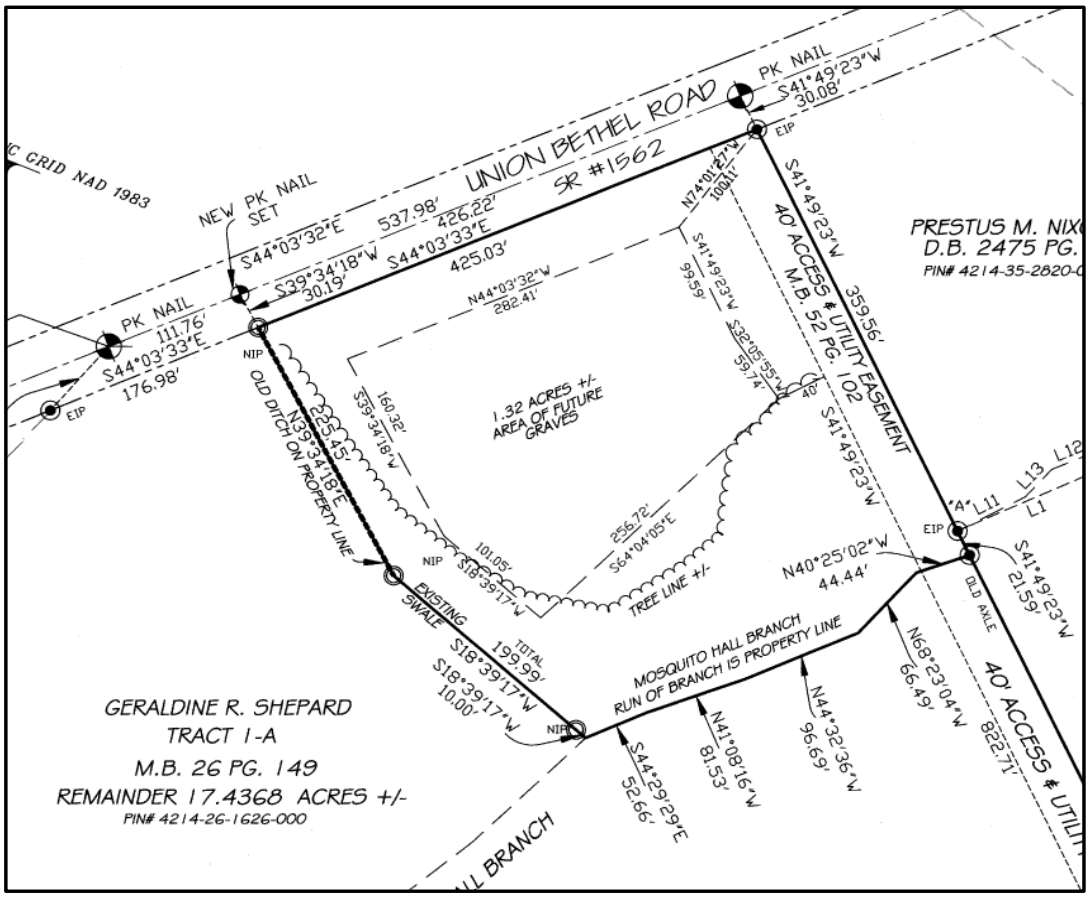

Figure 1 Map Book 56 Page 053

Ms. Zorzi-Bredae claims that the applicant, Joseph Shepard, made misleading representations in acquiring the Special Use Permit. See complete application for revocation with narrative and supporting documentation. See Attachment 1 and Attachment 2.

The Pender County Unified Development Ordinance requires a Special Use Permit in the RP, Residential Performance, zoning district for private cemeteries that are greater than 6,000 sq. ft. According to a survey received by Planning Staff in August of 2022, the area of the existing grave site is approximately 3,839 sq. ft. See Attachment 3 and See Below. The Pender County UDO does not require a Special Use Permit for a private cemetery that is less than 6,000 sq. ft. However, zoning approval is required for a private cemetery that is less than 6,000 sq. ft. Upon approval of the revocation, zoning approval would need to be obtained for the by-right approval of a private cemetery less than 6,000 sq. ft. This would allow for the creation of a Special Purpose Lot similar to the previously approved cemetery tract that would restrict the use of the property to uses limited to the private cemetery. In addition, this would allow the remaining portion of the original cemetery tract to be developed as the heirs to the property see fit while consistent with the Pender County Unified Development Ordinance.

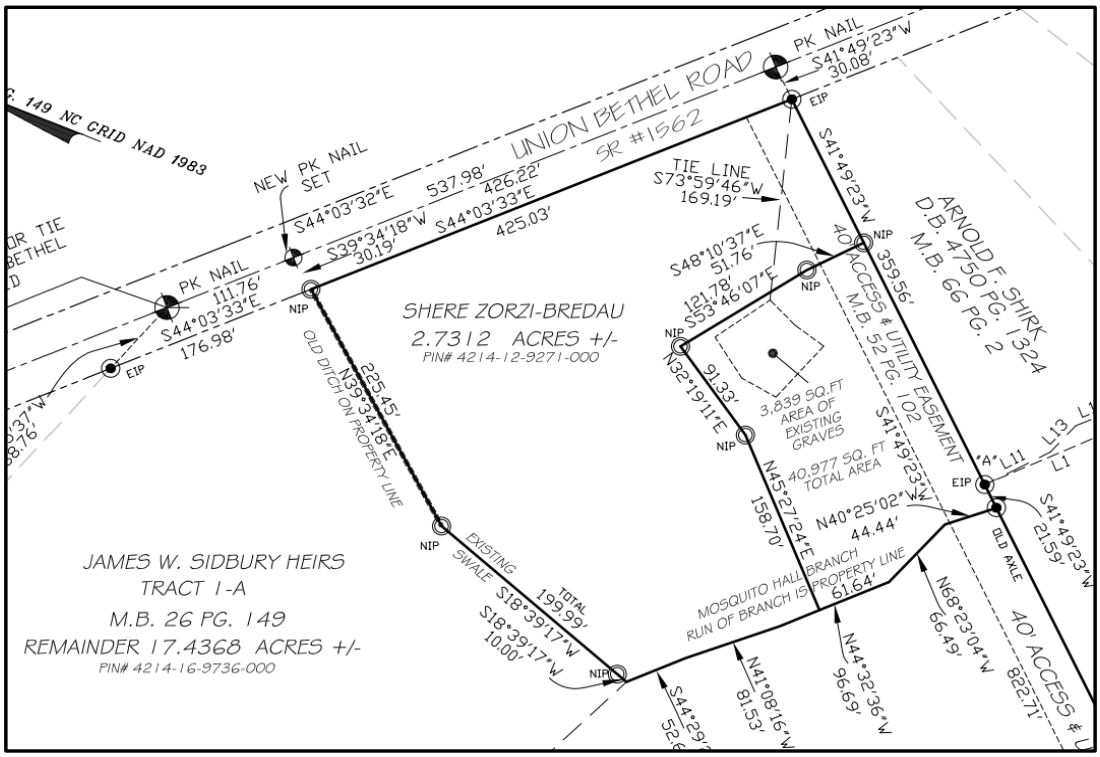

Figure 2 Survey of Existing Grave Sites

Pender County Unified Development Ordinance

Appendix A Definition

PRIVATE CEMETERY: A place used for the interment of human remains, including a burial park for earth interments, a vault or crypt interments, a mausoleum, a columbarium for cinerary interments, or a combination thereof, and not subject to the provisions of the North Carolina Cemetery Act.

5.2.3 Table of Permitted Uses

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
MISCELLANEOUS USES											
Private Cemetery less than 6,000 sq. ft.		D	D				D	D	D		
Private Cemetery 6,000 sq. ft. and Larger		S	S				S	S	S		

7.2.9 Special Purpose Lots

A. Special purpose lots that do not meet the minimum lot area, minimum lot dimensions, minimum access requirements or other requirements of this Ordinance may be approved by the Planning Board or Administrator under the following circumstances:

1) The lot has a 20 ft. access easement to a public or private road,

2) The final plat contains the following note for the lot: "This lot must meet any buffer and landscape requirements contained in this Ordinance,"

3) The final plat contains the following note for the lot: Lot shall be used only for the purpose of ___ and any structures (other than fences) located on the lot shall be 10 ft. from any property line,"

4) The final plat contains the following note for the lot: "Buildings for permanent human [or animal (as appropriate)] occupancy not allowed on this lot,"

5) The use approved for the lot is a use allowed in the Zoning District in which the lot is located.

North Carolina General Statute

NCGS 160D-705. Quasi-judicial zoning decisions.

(c) Special Use Permits. – The regulations may provide that the board of adjustment, planning board, or governing board hear and decide special use permits in accordance with principles, conditions, safeguards, and procedures specified in the regulations. Reasonable and appropriate conditions and safeguards may be imposed upon these permits. Where appropriate, such conditions may include requirements that street and utility rights-of-way be dedicated to the public and that provision be made for recreational space and facilities. Conditions and safeguards imposed under this subsection shall not include requirements for which the local government does not have authority under statute to regulate nor requirements for which the courts have held to be unenforceable if imposed directly by the local government, including, without limitation, taxes, impact fees, building design elements within the scope of G.S. 160D-702(b), driveway-related improvements in excess of those allowed in G.S. 136-18(29) and G.S. 160A-307, or other unauthorized limitations on the development or use of land.

The regulations may provide that defined minor modifications to special use permits that do not involve a change in uses permitted or the density of overall development permitted may be reviewed and approved administratively. Any other modification or revocation of a special use permit shall follow the same process for approval as is applicable to the approval of a special use permit. If multiple parcels of land are subject to a special use permit, the owners of individual parcels may apply for permit modification so long as the modification would not result in other properties failing to meet the terms of the special use permit or regulations. Any modifications approved apply only to those properties whose owners apply for the

modification. The regulation may require that special use permits be recorded with the register of deeds.

EVALUATION

Zoning and Existing Land Use in Area
Most of the subject property is vacant with portions of the site being used for a private family cemetery.

CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential, Vacant	RP, Residential Performance
East	Residential, Vacant	RP, Residential Performance
South	Residential, Vacant	RP, Residential Performance
West	Residential, Vacant	RP, Residential Performance

Basis for Granting or Revoking a SUP

Approval and revocation procedures for Special Use Permits are located in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance. See Attachment 4. Section 3.12.4.B. of the Pender County Unified Development Ordinance provides the following language:

In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.

2) That the use for which such approval was granted is not being executed.

3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.

4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.

5) That the permit granted is in violation of an Ordinance or Statute.

6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	Date	
Application Fee	$	Invoice Number	
Pre-Application Conference		Hearing Date	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	SHERÉ ZORZI-BREDAU	Owner's Name:	SIDBURY, JAMES W. HEIRS
Applicant's Address:	5016 SW 17th AVE	Owner's Address:	
City, State, & Zip	CAPE CORAL, FL 33914	City, State, & Zip	
Phone Number:	239-233-6143	Phone Number:	
Email Address:	shere@gmx.de	Email Address:	
Legal relationship of applicant to landowner:	GRANDCHILD OF SIDBURY, JAMES W.		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	4214-26-9271-0000	Total property acreage:	3.67
Zoning Classification:	RP	Acreage to be disturbed:	N/A
Water Provider:	N/A	Wastewater Provider:	N/A
Project Address:	UNION BETHEL RD	NAICS Code:	
Description of Project Location:			
Describe activities to be undertaken on project site:	REQUEST TO REVOKE SPECIAL USE PERMIT		

SECTION 3: SIGNATURES			
Applicant's Signature	Shéré Zorzi-Bredau	Date:	Dec. 15, 2022
Applicant's Printed Name:	SHERÉ ZORZI-BREDAU	Date:	Dec. 15, 2022
Owner's Signature		Date:	
Owner's Printed Name:	SIDBURY, JAMES W. HEIRS	Date:	DEC. 15 2022

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Sidbury, James W. Heirs (Eunice Sidbury Redd's Family)

1. Ms. Geraldine R. Shepard (deceased) daughters: Ms. Vera Shepard Charlot
   2615 Cliffwood Court
   Dalzell, SC 29040

   Ms. Audrey Shepard Williams
   3505 Braden Dr.
   Charlotte, NC 28216

2. Ms. Esther Snipes
   1122 Essex Place
   Fayetteville, NC 28301

3. Mr. Theodore L. Redd (deceased) Son: Mr. Theotis L. Redd
   15628 Ridgeway Ave
   Markham, IL 60428

4. Mr. Reuben Redd
   4031 Redwood Road
   Durham, NC 27704

5. Mr. Franklin Redd
   300 Wendover Lane
   Wilmington, NC 28405

6. Ms. Roberta R. Johnson
   2783 Watervalley Road
   Austell, Georgia 30106

7. Mr. Clyde A. Redd
   101 Essie Lane
   Hampstead, NC 28443

8. Ms. Sheré Zorzi-Bredau
   5016 SW 17th Ave
   Cape Coral, Florida 33914

9. Mr. Milton O. Redd
   300 Wendover Lane
   Wilmington, NC 28405

and Ms. Bernice Shepard
243Tabbs Lane
Newport News, VA 23602

Ms. Sheré Zorzi-Bredau
5016 SW 17th Ave
Cape Coral, FL 33914

shere@gmx.de
Tel.: 239-233-6143

November 25, 2022

Request for Revocation

I, Sheré Zorzi-Bredau (Heir of James W. Sidbury, child of Eunice Redd Sidbury) and on behalf of the other Heirs of Eunice Redd Sidbury (POA since 2008) are requesting that the Special Use Permit authorization identified below be **Revoked**.

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	Date	
Application Fee	$	Receipt No.	
Pre-Application Conference		Hearing Date	
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Joseph L. Shepard	Owner's Name:	Joseph + Eloise Shepard
Applicant's Address:	20714 Hwy 17 N.	Owner's Address:	20714 Hwy 17 N.
City, State, & Zip	Hampstead, N.C. 28443	City, State, & Zip	Hampstead, N.C. 28443
Phone Number:	910-803-0524	Phone Number:	910-803-0524
Legal relationship of applicant to land owner:			
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):		Total property acreage:	
Zoning Classification:		Acreage to be disturbed: 3.6737	
Project Address :	Union Bethel Rd. Hampstead, N.C. 28443	NAICS Code:	
Description of Project Location:	Cemetery		
Describe activities to be undertaken on project site:			
SECTION 3: SIGNATURES			
Applicant's Signature	Joseph L. Shepard	Date:	1-21-2014
Owner's Signature	Theodore L. Redd	Date:	1-21-2014

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

REQUEST FOR BOARD ACTION

ITEM NO. 18.

DATE OF MEETING: March 17, 2014

REQUESTED BY: Ed F. McCarthy, Planner II, Planning & Community Development

SHORT TITLE: Resolution to Approve a Special Use Permit (SUP) for the use of a Cemetery.

BACKGROUND: Mr. Joseph Shepard, applicant, on behalf of Ms. Geraldine Shepard, et al., owner(s), is requesting approval of a Special Use Permit for the operation of a private cemetery. The property is located along the south side of Union Bethel Road (S.R.# 1562), approximately 693 feet southeast of the intersection of Union Bethel Road and Katers Lane and may be identified as Pender County PIN 4214-26-1626-0000. The property is zoned RP, Residential Performance, and according to the Pender County Unified Development Ordinance §5.2.3 Table of Permitted Uses; private cemeteries are permitted via Special Use Permit in the RP zoning district.

SPECIFIC ACTION REQUESTED: To hold a public hearing and consider the approval of a Special Use Permit for a Private Cemetery.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

The Board hereby approved a special use permit for a private cemetery, as described herein. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED Ward SECONDED Brown

APPROVED X DENIED _____ UNANIMOUS

YEA VOTES: Williams:_____ McCoy:_____ Brown:_____ Tate:_____ Ward:_____

J. David Williams, Chairman — 03/17/2014 Date

ATTEST — 03/17/2014 Date

Reasons for Revocation

1. Joseph and Elouise Shepard, 20714 Hwy 17 N, Hampstead, NC 28443 weren't the owners!!! The applicant, in the information supplied, has made misstatement of an ownership fact.

2. The Special Use Permit approval was obtained by deception, fraud, or other intentional and misleading representations from Mr. Joseph Shepard.

3. Mr. Joseph Shepard, applicant, wasn't acting in behalf of Ms. Geraldine Shepard, et al., owner(s), he was acting in his own interest and behalf. He was fully aware that I, Sheré Zorzi-Bredau, had the Power of Attorney (POA) of the Heirs of Eunice Redd Sidbury and would never have agreed to this Special Use Permit.

4. It was no notarized affidavit, signed by the applicants/owners or a listing of the names and addresses of all applicants or title owners with an ownership interest in the property.

5. There were a failure to send accurate or correct notices of the application hearing date.

6. This small private Cemetery of the Heirs of James W. Sidbury, carried his name SIDBURY'S CEMETERY until Mr. Joseph Shepard decided to rename it Shepard Family Cemetery, also without permission of all the Heirs. WE, heirs of James W. Sidbury, would like to have our small SIDBURY'S CEMETERY back, please.

We, heirs of James W. Sidbury were informed Spring 2022 that this Special Use Permit exist. Therefore, we are asking the Board of County Commissioners to please **REVOKE** this Special Use Permit and retort our original Tract 1A (4214-26-1626-0000) with our small family **SIDBURY'S CEMETERY** in Honor our **Grandfather James W. Sidbury.**

* Deed where 4 of 6 Heirs of James W. Sidbury, including Carrie Sidbury Shepard (Mother of Elouise Shepard) signed their Heir Part onto Robert J. Shepard, Sr.

* Copy the Power of Attorney Sheré Zorzi-Bredau, Heirs of Eunice Redd Sidbury

* Deed from Heirs of James W. Sidbury's daughter Eunice Sidbury Redd

* Copy of Shepard Family Cemetery (3.6 Acres) (Pin: 4214-26-9271-0000) is incorrect and misleading.

* Copy of existing SIDBURY CEMETERY (nur 3.839 sq. ft.)

* Copies of original Tract 1A (Pin:4214-26-1626-0000) before Joseph and Elouise Shepard misleading representation.

The attorney preparing this instrument has made no title examination nor to the property herein described, unless the same is shown by his written and signed certificate.

Filed for registration on the 21st Day of October 1988 At 4:00 O'clock P. M.

and registered in the office of the Register of Deeds for Pender County in Book No. 721 Page 34

Hugh Overstreet, Jr.
Register of Deeds for
PENDER COUNTY

Excise Tax -0-

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.

Verified by JM County on the day of , 19

by

Mail after recording to

This instrument was prepared by R. V. Biberstein, Jr.

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 13 day of September , 19 88 , by and between

GRANTOR	GRANTEE
Robert John Williams and wife, Lula P. Williams; Anna V. Jackson (single) and Kim Williams (single) [being all of the children of Martha Shepard Williams] and Carrie Sidbury Shepard (widow); James W. Sidbury, Jr. and wife, Annie Sidbury; and Haywood Nixon, Jr. (single) [being part of the heirs of James W. Sidbury and wife, Dommie Sidbury]	Robert J. Shepard, Sr. 297 Tabbs Lane Newport News, VA. 23602

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of , Topsail Township, Pender County, North Carolina and more particularly described as follows:

All of our right, title, interest and estate in and to the following described lands:

TRACT 1: Beginning at a stake in the old McMillian line and running thence North 36 degrees 45 minutes East 365 feet to a stake and thence South 65 degrees East 2597 feet to a stake; thence South 46 degrees 45 minutes West 655 feet to a stake in the old Petar Blake line and thence with South side of Misquito Hall Branch to a stake in edge of Petar Blake old line and thence with said line 1386 feet to the beginning corner containing 23 acres more or less, and being plot No. 1 of E. B. Blake's subdivision. See Book 193 at page 366 of the Pender County Registry.

TRACT 2: Bounded on the North by the lands of Sara W. Sidbury, on th East by the lands of Paton Alexander, on the South by the lands of Rebec Lee Wright, on the West by the lands of Raymond Miller, containing 5 acres more or less. See Book 193 at page 238 of the Pender County Registry.

N.C. Bar Assoc. Form No. 3A © 1977
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POOLE PRINTING CO., INC. P.O. BOX 17318 RALEIGH, N.C. 27619

721-34

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book ..... page ..... .

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: ..... President

ATTEST: Dorothy M Thomas

..... Secretary (Corporate Seal)

(Corporate Name)

By: ..... President

ATTEST: Dorothy M Thomas

..... Secretary (Corporate Seal)

USE BLACK INK ONLY

Robert John Williams (SEAL)
Robert John Williams

Lula P. Williams (SEAL)
Lula P. Williams

Anna V. Jackson (SEAL)
Anna V. Jackson (single)

Kim M. Williams (SEAL)
Kim Williams (single)

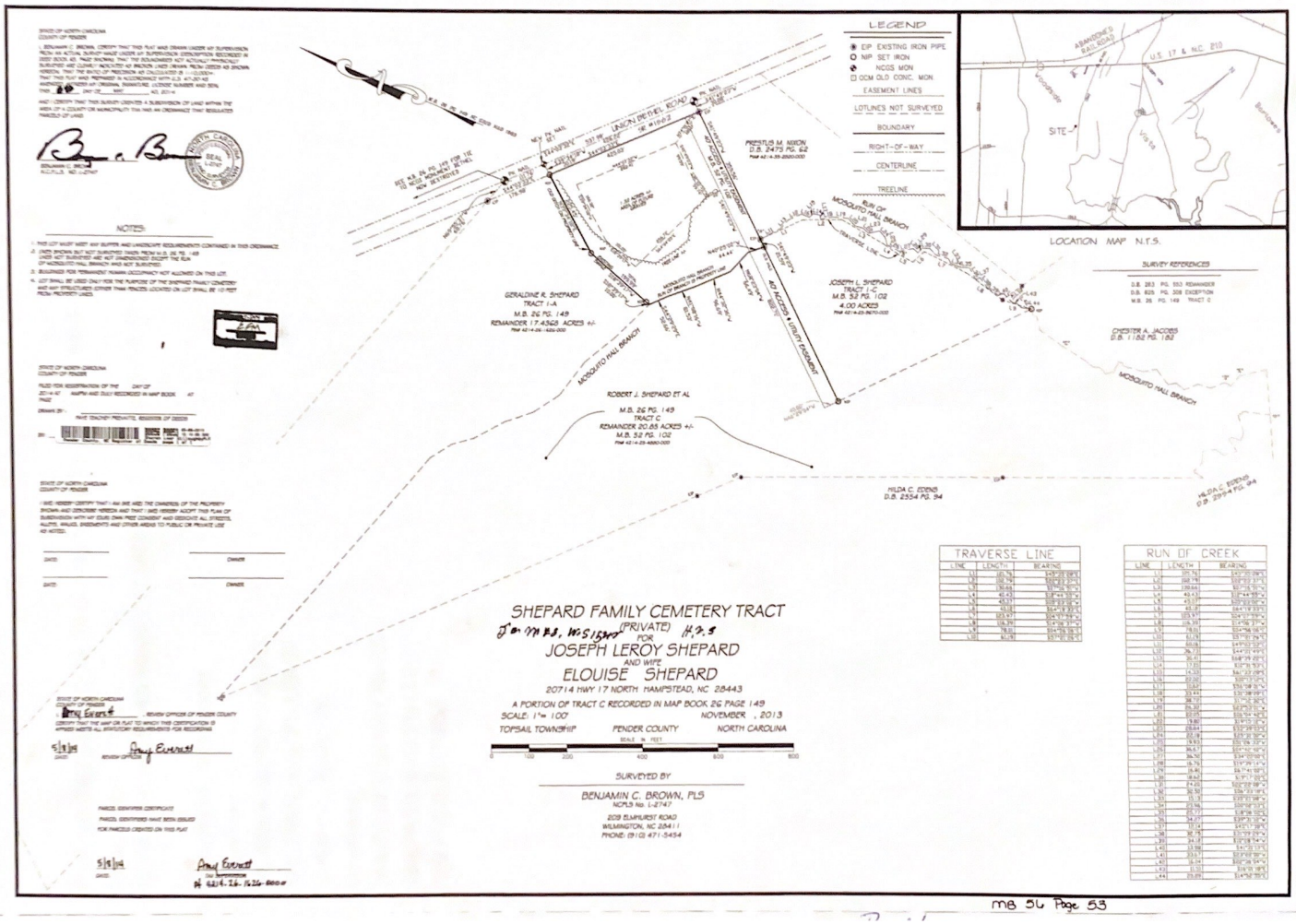
Carrie S. Shepard (SEAL)
Carrie Sidbury Shepard (widow)

James W. Sidbury, Jr. (SEAL)
James W. Sidbury, Jr.

Annie Sidbury (SEAL)
Annie Sidbury

Haywood Nixon, Jr. (SEAL)
Haywood Nixon, Jr. (single)

USE BLACK INK ONLY


LEGEND
EIP EXISTING IRON PIPE
NIP SET IRON
NCGS MON.
OCM OLD CONC. MON.
EASEMENT LINES
LOTLINES NOT SURVEYED
BOUNDARY
RIGHT-OF-WAY
CENTERLINE
TREELINE
LOCATION MAP N.T.S.
SITE
U.S. 17 & N.C. 210
ABANDONED RAILROAD
SURVEY REFERENCES
D.B. 283 PG. 553 REMAINDER
D.B. 825 PG. 308 EXCEPTION
M.B. 26 PG. 149 TRACT C
PRESTUS M. MIXON
D.B. 2475 PG. 62
GERALDINE R. SHEPARD
TRACT 1-A
M.B. 26 PG. 149
REMAINDER 17.4563 ACRES +/-
JOSEPH L. SHEPARD
TRACT 1-C
M.B. 52 PG. 102
4.00 ACRES
CHESTER A. JACOBS
D.B. 1182 PG. 182
MOSQUITO HALL BRANCH
ROBERT J. SHEPARD ET AL
M.B. 26 PG. 149
TRACT C
REMAINDER 20.65 ACRES +/-
M.B. 52 PG. 102
HILDA C. EDENS
D.B. 2554 PG. 94
TRAVERSE LINE
RUN OF CREEK
SHEPARD FAMILY CEMETERY TRACT
(PRIVATE)
FOR
JOSEPH LEROY SHEPARD
AND WIFE
ELOUISE SHEPARD
20714 HWY 17 NORTH HAMPSTEAD, NC 28443
A PORTION OF TRACT C RECORDED IN MAP BOOK 26 PAGE 149
SCALE: 1"= 100'
NOVEMBER , 2013
TOPSAIL TOWNSHIP
PENDER COUNTY
NORTH CAROLINA
SURVEYED BY
BENJAMIN C. BROWN, PLS
NCPLS No. L-2747
209 ELMHURST ROAD
WILMINGTON, NC 28411
PHONE: (910) 471-5454
MB 56 Page 53

Date: 05/08/2014 10:16:00 DocNo: 000558971 Kind: MAP Book: 56 Page: 53
Description
PT OF TR C SHEPARD FAMILY CEMETERY TRACT SR 1562 TP: TOPSAIL

Document References
Grantors:
JAMES W SIDBURY HEIRS
SHEPARD, JOSEPH LEROY
SHEPARD, ELOUISE
Grantees:
JAMES W SIDBURY HEIRS
SHEPARD, JOSEPH LEROY
SHEPARD, ELOUISE

COPY

STATE OF NORTH CAROLINA

COUNTY OF PENDER

SPECIFIC POWER OF ATTORNEY

Know all men by these presents, that we, Peter Bredau (Married), Geraldine R. Shepard (Widow), Esther Snipes and husband Robert Snipes, Theodore L. Redd (Divorced), Clyde A. Redd (Single), Reuben Redd (Divorced), Roberta R. Johnson and husband Larry Johnson, Milton O. Redd and wife Brenda Redd, and Franklin Redd (Divorced), have made, constituted, and appointed, and by these presents do make, constitute and appoint Shere' Zorzi-Bredau of Duisburg, Germany, our true and lawful attorney in fact, for us and in our name and stead, to do and perform the following matters and things:

To negotiate, pursue legal process including filing a Special Proceeding, execute all documents including but not limited to Deeds, Affidavits of Status of Title, HUD-1 Settlement Statements, Special Proceeding Petitions and any other documents necessary for us to receive clear title for our undivided interest in the lands originally owned by James W. Sidbury and described as that certain 23 acres, more or less in Deed Book 193, page 366 of the Pender County Registry; and, that certain 3 acres, more or less in Deed Book 233, page 301 of the Pender County Registry; and, that certain 5 acres, more or less in Deed Book 193, page 238 of the Pender County Registry.

And we do hereby ratify and confirm all things so done by our said attorney in fact, within the scope of the authority herein given her, as fully and to the same extent as if by us personally done and performed.

In testimony whereof, we have hereunto set our hands and seals this 18th day of April, 2008.

_____ (SEAL) Geraldine R. Shepard (SEAL)
Peter Bredau — Geraldine R. Shepard

Esther Snipes (SEAL) Robert Snipes (SEAL)
Esther Snipes — Robert Snipes

Theodore L. Redd (SEAL) Clyde A. Redd (SEAL)
Theodore L. Redd — Clyde A. Redd

Reuben Redd (SEAL)
Reuben Redd

Roberta R. Johnson (SEAL)
Roberta R. Johnson

Larry Johnson (SEAL)
Larry Johnson

Milton O. Redd (SEAL)
Milton O. Redd

Brenda Redd (SEAL)
Brenda Redd

Franklin Redd (SEAL)
Franklin Redd

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public of the County and State aforesaid, certify that Peter Bredau personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 2008.

_____
Notary Public

My commission expires: _____

STATE OF North Carolina

COUNTY OF Pender

I, Mae E. Shepard a Notary Public of the County and State aforesaid, certify that Geraldine R. Shepard personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 22nd day of April, 2008.

Mae E. Shepard
Notary Public

My commission expires: 01-09-2012

STATE OF North Carolina

COUNTY OF Pender

I, Mae E. Shepard a Notary Public of the County and State aforesaid, certify that Esther Snipes and Robert Snipes personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 15th day of April, 2008.

Mae E. Shepard
Notary Public

My commission expires: 01-09-2012

STATE OF North Carolina

COUNTY OF Pender

I, Mae H. Shepard a Notary Public of the County and State aforesaid, certify that Theodore L. Redd personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 22nd day of April, 2008.

Mae H. Shepard
Notary Public

My commission expires: 01-09-2012

STATE OF North Carolina

COUNTY OF Pender

I, Mae H. Shepard a Notary Public of the County and State aforesaid, certify that Clyde A. Redd personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 24th day of April 2008.

Mae H. Shepard
Notary Public

My commission expires: 01-09-2012

STATE OF North Carolina

COUNTY OF Pender

I, Mae H. Shepard a Notary Public of the County and State aforesaid, certify that Reuben Redd personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 24th day of April 2008.

Mae H. Shepard
Notary Public

My commission expires: 01-09-2012

STATE OF North Carolina

COUNTY OF Pender

I, Mae E. Shepard a Notary Public of the County and State aforesaid, certify that Roberta R. Johnson and Larry Johnson personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 15th day of April, 2008.

Mae E. Shepard
Notary Public

My commission expires: 01-09-2012

STATE OF North Carolina

COUNTY OF Pender

I, Mae E. Shepard a Notary Public of the County and State aforesaid, certify that Milton O. Redd and Brenda Redd personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23rd day of April, 2008.

Mae E. Shepard
Notary Public

My commission expires: 01-09-2012

STATE OF North Carolina

COUNTY OF Pender

I, Mae E. Shepard a Notary Public of the County and State aforesaid, certify that Franklin Redd personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 15th day of April, 2008.

Mae E. Shepard
Notary Public

My commission expires: 01-09-2012

ORIGINAL

B3902 P0078 03-16-2011 12:18:31.002
Faye Teachey Prevatte PROF
Pender County, NC Register of Deeds page 1 of 7

4214-26-1626-0000
4214-36-1466-0000
4214-36-2397-0000

DATE 3/16/11 INT

NORTH CAROLINA GENERAL WARRANTY DEED

The attorney preparing this instrument has made no record search or title examination as to the property herein described, unless the same is shown by his written and signed certificate.

Excise Tax: $0.00

Parcel Identifier No. Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Pollock & Pollock, Attorneys at Law, PO Drawer 999, Burgaw, NC 28425

This instrument was prepared by: Pollock & Pollock, Attorneys at Law

Brief description for the Index:

THIS DEED made this 16th day of March, 2010, by and between

GRANTOR	GRANTEE
Geraldine R. Shepard (Widow); **Esther Snipes** **and husband,** **Robert Snipes;** **Theodore L. Redd (Divorced);** **Reuben Redd (Divorced);** **Franklin Redd (Divorced);** **Roberta R. Johnson** **and husband,** **Larry Johnson;** **Clyde A. Redd (Single);** **Shere' Zorzi-Bredau** **and husband,** **Peter Bredau;** **and** **Milton O. Redd** **and wife,** **Brenda Redd**	**Geraldine R. Shepard,** **Esther Snipes,** **Theodore L. Redd,** **Reuben Redd,** **Franklin Redd,** **Roberta R. Johnson,** **Clyde A. Redd,** **Shere' Zorzi-Bredau,** **and** **Milton O. Redd**

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002
Printed by Agreement with the NC Bar Association – 1981 - Chicago Title Insurance Company

B3902 P0082 03-16-2011 12:18:31:002
Faye Teachey Prevatte PROF
Pender County, NC Register of Deeds page 5 of 7

Exhibit A

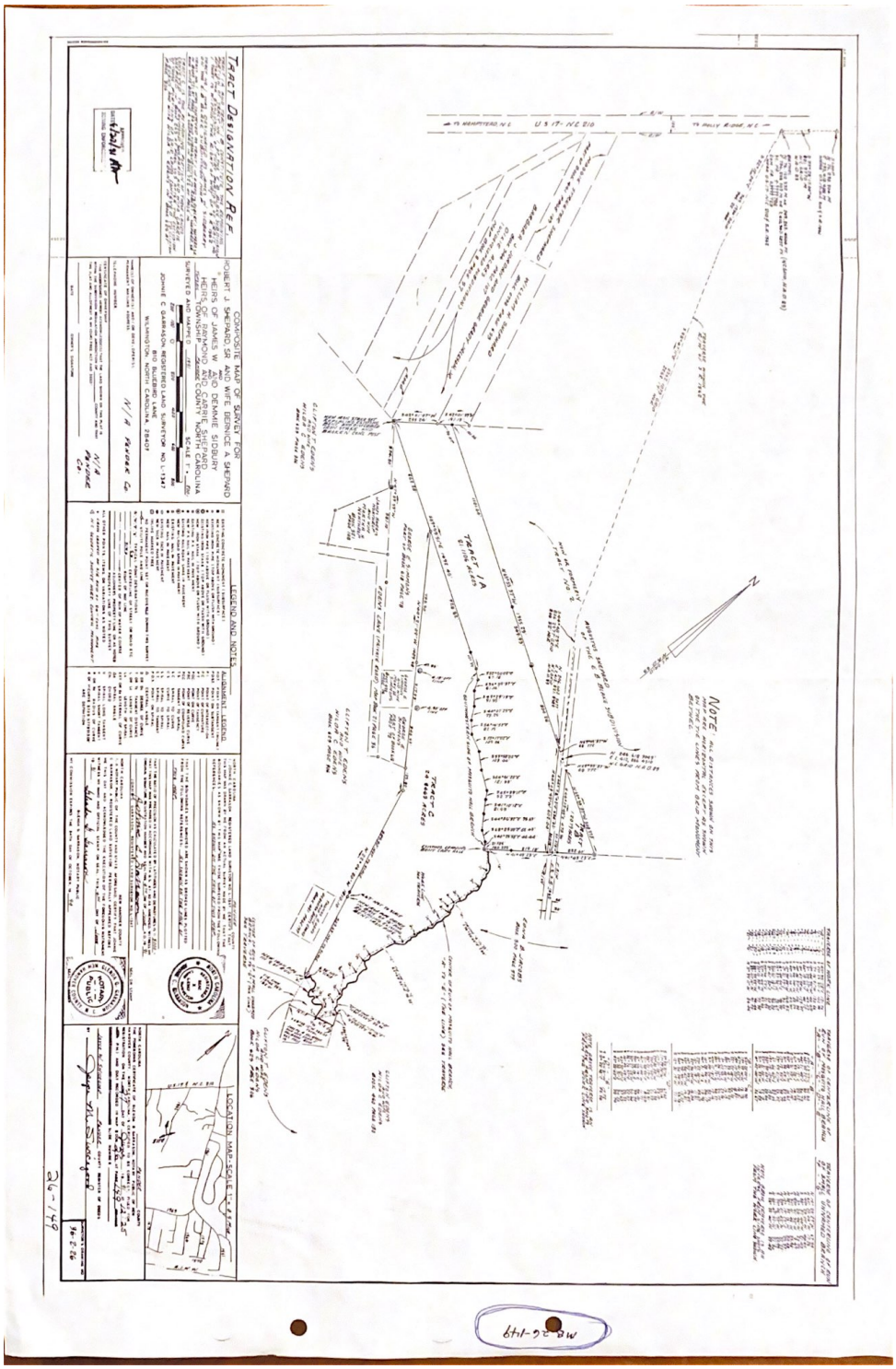
All of our rights, title, interest and estate in and to the following described lands:

TRACT 1: Beginning at a stake in the old McMillian line and running thence North 36 degrees 45 minutes East 365 feet to a stake and thence South 65 degrees East 2597 feet to a stake; thence South 46 degrees 45 minutes West 655 feet to a stake in the old Petar Blake line and thence with South side of Misquito Hall Branch to a stake in edge of Petar Blake old line and thence with said line 1386 feet to the beginning corner containing 23 acres more or less, and being plot No. 1 of E.B. Blake's subdivision. See book 193 at page 366 of the Pender County Registry.

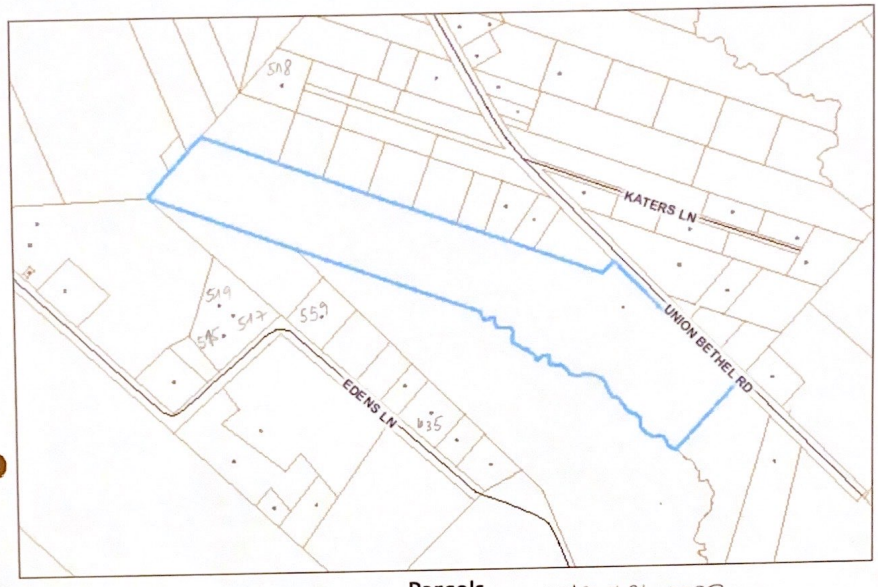
TRACT 2: Bounded on the North by the lands of Sara W. Sidbury, on the East by the lands of Paton Alexander, on the South by the lands of Rebec. Lee Wright, on the West by the lands of Raymond Miller, containing 5 acres more or less. See Book 193 at page 238 of the Pender County Registry.

TRACT 3: Beginning at a stake in George Pollock line thence running Southwest 9 poles to a tree in John Spicer's line thence West 32 poles to a stake in Louie Red's line thence with said line Northeast 9 poles to a stake in Raynor Miller's line thence running Southeast 16 poles to Robert Right's line, thence with said line 16 poles to the beginning, containing 3 acres more or less. See Book 233 at page 301 of the Pender County Registry.

The purpose for the execution and recordation of this Deed is to place on record a deed declaring our undivided interest in the above three tracts. The above Grantees are the nine children of Eunice Sidbury Redd. Eunice Sidbury was the sixth child of James W. Sidbury and wife, Demmie Sidbury who originally took title to the above tracts in the Deeds referenced above.


TRACT DESIGNATION REF.
COMPOSITE MAP OF SURVEY FOR
ROBERT J. SHEPARD, SR. AND WIFE, BERNICE A. SHEPARD
HEIRS OF JAMES W. AND DEBORAH SUTBURY
AND DEBORAH SUTBURY
DUNN TOWNSHIP HARNETT COUNTY NORTH CAROLINA
SURVEYED AUGUST 1, 1994
JOHNIE C. GARRISON AND ASSOCIATES, SURVEYOR NO. L-1347
WILMINGTON, NORTH CAROLINA, 28407
N/A
LEGEND AND NOTES
LOCATION MAP - SCALE 1:24,000
NOTE
TRACT 1A
TRACT 1B
TRACT 1C
U.S. 17 - N.C. 210

Page 24 of 36



Parcels

Name:	SHEPARD ROBERT J SR et al	PIN:	4214261626-0000 ~~4214-26-1647-0000~~	Sale Price:	
Deed:	722/14	Deed Date:	11/8/1988	Plat:	00480024
Address:	297 TABBS LANE	City:	NEWPORT NEWS	State:	VA
Zip:	23602	Land Value:	70040	Building Value:	65036
Deferred Value:	0	Total Value:	135076	Subdivision:	
Neighborhood:	00	Tax Codes:	G01 F22 R40 S64	Zone:	SEEMAP
Property Address:	692 UNION BETHEL RD	Acres:	21.11	Township:	TOPSAIL
Property Description:	TR 1A PB 48/24 SHEPARD SURVEY PB 26/149				

1:400 feet

Pender County GIS

COUNTY OF PENDER

N W E S

This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for the verification of the information contained on this map. Pender County assumes no legal responsibility for the information contained on this map.

PLANNING STAFF REPORT
Special Use Permit

SUMMARY:

Hearing Date: March 17, 2014
Applicant: Mr. Joseph Shepard
Property Owner: Ms. Geraldine Shepard, et al.
Case Number: 11102

Land Use Proposed: The applicant is requesting the approval of a Special Use Permit (SUP) for the construction of a private cemetery 6,000 sq. ft. and larger, as defined in the Pender County Unified Development Ordinance:

PRIVATE CEMETERY: A place used for the interment of human remains, including a burial park for earth interments, a vault or crypt interments, a mausoleum, a columbarium for cinerary interments, or a combination thereof, and not subject to the provisions of the North Carolina Cemetery Act

Property Record Number and Location: The property is located along the south side of Union Bethel Road (S.R.# 1562), approximately 693 feet southeast of the intersection of Union Bethel Road and Katers Lane and may be identified as Pender County PIN 4214-26-1626-0000. There is one tract associated with this request totaling approximately 21 acres in size.

Zoning District of Property: The property is currently zoned RP, Residential Performance, and private cemeteries are permitted via SUP in the RP zoning district.

PROJECT DESCRIPTION:

Mr. Joseph Shepard, applicant, on behalf of Ms. Geraldine Shepard, et al. is requesting approval of a Special Use Permit for the use of a private cemetery greater than 6,000 sq. ft. The property is located along the south side of Union Bethel Road (S.R.# 1562), approximately 693 feet southeast of the intersection of Union Bethel Road and Katers Lane.

Specifically, the proposal consists of subdividing approximately 3.84 acres from a 21 acre tract and developing 1.32 acres of said 3.84 acres as a private cemetery.

The project has been reviewed for compliance with the following applicable standards of the ordinance:

5.3.11 Other Services except Public Administration (Sector 81)
A. Cemeteries
1) All burial or monuments must be located at least 25 feet from any side or rear lot line and must be at least 40 feet from any street right-of-way.
2) Buildings for the maintenance and/or management of cemetery lots must be located at least 100 feet from any lot lines which adjoin lots in any residential district. Otherwise Pender County UDO 5-19 Article 5 – Permitted Uses any such buildings must conform to the requirements for principal uses in the district where they are located.

7.2.10 Special Purpose Lots
A. Special purpose lots that do not meet the minimum lot area, minimum lot dimensions, minimum access requirements or other requirements of this Ordinance may be approved by the Planning Board or Administrator under the following circumstances:
1) The lot has a 20 ft. access easement to a public or private road,

2) The final plat contains the following note for the lot: "This lot must meet any buffer and landscape requirements contained in this Ordinance,"
3) The final plat contains the following note for the lot: Lot shall be used only for the purpose of ___ and any structures (other than fences) located on the lot shall be 10 ft. from any property line,"
4) The final plat contains the following note for the lot: "Buildings for permanent human [or animal (as appropriate)] occupancy not allowed on this lot,"
5) The use approved for the lot is a use allowed in the Zoning District in which the lot is located.

After reviewing the applicable standards, the note as detailed in 7.2.10 3) must be included in the final subdivision recordation prior to approval.

Prior to the issuance of final zoning approval, a site development plan must be submitted and approved in accordance with applicable provisions of the Pender County Unified Development Ordinance. In addition, all other applicable permits and approvals must be obtained including inspections and health department regulation compliance.

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
MISCELLANEOUS USES											
Private Cemetery 6,000 sq. ft. and Larger		S	S				S	S	S		

EVALUATION:

A. ***Public Notifications:*** Advertisements for the proposal have been placed in the *Pender-Topsail Post & Voice*. Adjacent property owners were notified by first class mail.

B. ***Basis for Granting SUP:*** See attachment A for approval procedures (§3.12.3 of Unified Development Ordinance) and revocation procedures (§3.12.4 of Unified Development Ordinance).

C. ***Unified Development Ordinance Compliance:*** The property is currently zoned RP, Residential Performance, and telecommunication facilities are permitted in the RP zoning district by Special Use Permit, as prescribed by the Pender County Unified Development Ordinance §5.2.3 Table of Permitted Uses.

D. ***2010 Comprehensive Land Use Plan Compliance:*** The Mixed Use land use classification designates locations where a mixture of higher density/intensity uses is to be encouraged. Mixed Use areas should be characterized by physically and aesthetically unified developments containing a mixture of commercial, office, institutional, and high- and medium-density residential uses, arranged in a walkable, compact, pedestrian and transit friendly manner

This SUP request does not conflict with any goals or policies within the Comprehensive Land Use Plan.

E. **Existing Land Use in Area:** The subject parcel is bound primarily by a mix of single family residential development and vacant parcels.

F. ***Site Access Conditions:*** The proposed use is proposing to access onto Union Bethel road. The access will be subject to review and approval by the NCDOT.

G. ***Conditions To Consider In Issuing the Special Use Permit For This Project:***

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance, specifically use standards outlined in Section 5.3.11.P, Telecommunication Facilities.
2. Unless approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void, if a final zoning permit has not been issued for the project within 24 months.

3. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in this permit becoming void, if not corrected within 30 days of receipt of the notice of violation.
4. The applicant shall meet all other local, state and federal regulations.
5. The obligations imposed by this permit will be the responsibility of the property owner and operator and shall continue in affect for the duration of this permit
6. The note as detailed in 7.2.10 3) must be included in the final subdivision recordation prior to approval. "Lot shall be used only for the purpose of a cemetery and any structures (other than fences) located on the lot shall be 10 ft. from any property line,"

Attachment A

3.12.3 Procedures for Reviewing Applications

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.
B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.
C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.
D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.
E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.
F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.
G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:
    1. The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
    2. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
    3. The proposed use shall not constitute a nuisance or hazard;
    4. The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
    5. Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
    6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
    7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
    8. The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the

Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified.

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, BENJAMIN C. BROWN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DESCRIPTION RECORDED IN DEED BOOK A5, PAGE SHOWN); THAT THE BOUNDARIES NOT ACTUALLY PHYSICALLY SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES DRAWN FROM DEEDS AS SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS _____ DAY OF APRIL, AD, 2022

AND I CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THA HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

BENJAMIN C. BROWN
N.C.P.L.S. NO. L-2747

NOTES:

1. THIS LOT MUST MEET ANY BUFFER AND LANDSCAPE REQUIREMENTS CONTAINED IN THIS ORDINANCE.
2. LINES SHOWN BUT NOT SURVEYED TAKEN FROM M.B. 26 PG. 149 LINES NOT SURVEYED ARE NOT DIMENSIONED EXCEPT THE RUN OF MOSQUITO HALL BRANCH WAS NOT SURVEYED.
3. BUILDINGS FOR PERMANENT HUMAN OCCUPANCY NOT ALLOWED ON THIS LOT.
4. LOT SHALL BE USED ONLY FOR THE PURPOSE OF THE SHEPARD FAMILY CEMETERY AND ANY STRUCTURES (OTHER THAN FENCES) LOCATED ON LOT SHALL BE 10 FEET FROM PROPERTY LINES.

STATE OF NORTH CAROLINA
COUNTY OF PENDER

FILED FOR REGISTRATION OF THE DAY OF 2022 AT AM/PM AND DULY RECORDED IN MAP BOOK AT PAGE .

DRAWN BY : _____
FAYE TEACHEY PREVATTE, REGISTER OF DEEDS

BY: _____

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBE HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) OWN FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, EASEMENTS AND OTHER AREAS TO PUBLIC OR PRIVATE USE AS NOTED.

DATE: _____ OWNER _____

DATE: _____ OWNER _____

STATE OF NORTH CAROLINA
COUNTY OF PENDER

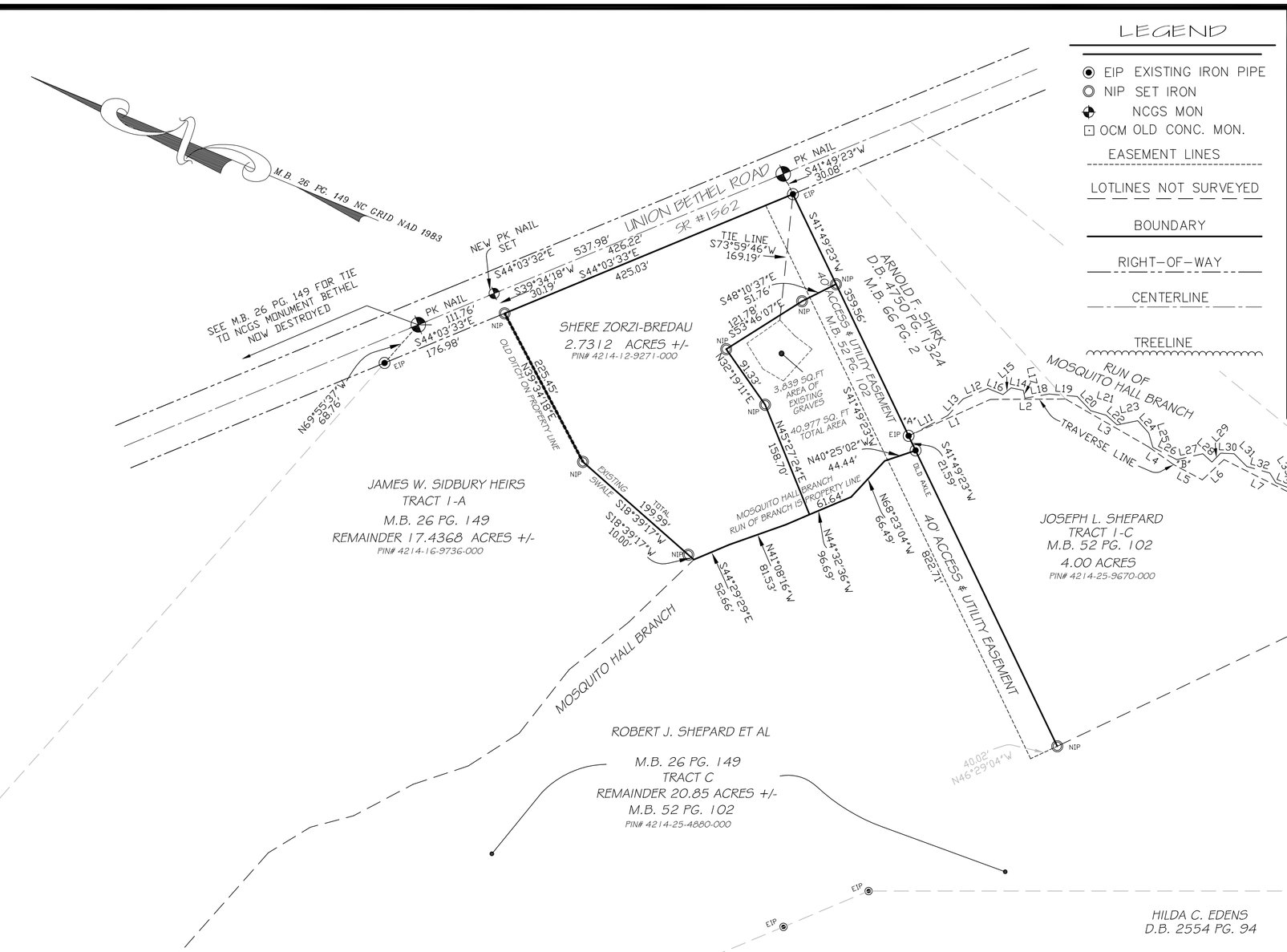
I, _____, REVIEW OFFICER OF PENDER COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

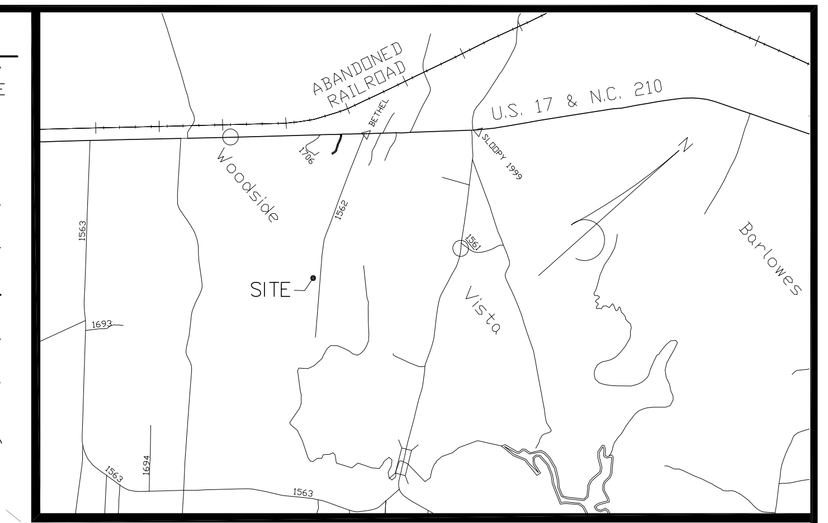
DATE: _____ REVIEW OFFICER _____

PARCEL IDENTIFIER CERTIFICATE

PARCEL IDENTIFIERS HAVE BEEN ISSUED FOR PARCELS CREATED ON THIS PLAT

DATE: _____ TAX SUPERVISOR _____





LOCATION MAP N.T.S.

LEGEND

- EIP EXISTING IRON PIPE
- NIP SET IRON
- NCGS MON
- OCM OLD CONC. MON.
- EASEMENT LINES
- LOTLINES NOT SURVEYED
- BOUNDARY
- RIGHT-OF-WAY
- CENTERLINE
- TREELINE

SURVEY REFERENCES

D.B. 263 PG. 553 REMAINDER
D.B. 625 PG. 306 EXCEPTION
M.B. 26 PG. 149 TRACT C
D.B. 193 PG. 366
D.B. 6721 PG. 34
D.B. 722 PG. 14
D.B. 3902 PG. 78

PRELIMINARY PLAT
NOT FOR RECORDATION
SALES OR CONVEYANCES

SIDBURY'S CEMETERY
(PRIVATE)
FOR
JAMES W. SIDBURY HEIRS

A PORTION OF TRACT C RECORDED IN MAP BOOK 26 PAGE 149

SCALE: 1"= 100' MAY , 2022

TOPSAIL TOWNSHIP PENDER COUNTY NORTH CAROLINA

SCALE IN FEET
0 100 200 400 600 800

SURVEYED BY

BENJAMIN C. BROWN, PLS
NCPLS No. L-2747

209 ELMHURST ROAD
WILMINGTON, NC 28411
PHONE: (910) 471-5454

TRAVERSE LINE

LINE	LENGTH	BEARING
L1	121.76	S45°35'28"E
L2	102.79	S22°23'37"E
L3	130.66	S07°16'51"W
L4	40.43	S12°44'55"W
L5	45.07	S05°23'02"W
L6	40.12	S64°19'33"E
L7	123.97	S04°07'59"W
L8	116.39	S14°06'37"W
L9	78.01	S04°56'06"E
L10	61.19	S57°21'26"E
L11	60.16	S49°03'53"E
L12	36.73	S44°21'49"E
L13	30.41	S68°39'22"E
L14	17.15	S10°31'53"E
L15	14.33	S61°33'28"E
L16	22.02	S00°13'12"E
L17	10.62	S56°08'01"W
L18	33.44	S31°38'09"E
L19	38.72	S17°12'32"E
L20	26.32	S23°53'01"W
L21	22.05	S06°04'42"E
L22	19.80	S19°15'12"W
L23	28.84	S33°39'03"E
L24	22.18	S25°31'00"W
L25	19.93	S51°26'33"W
L26	36.67	S04°42'40"W
L27	36.50	S34°20'00"E
L28	16.76	S19°39'14"W
L29	16.81	S67°41'02"E
L30	18.62	S19°17'20"E
L31	24.20	S22°22'08"W
L32	32.50	S06°33'18"E
L33	15.13	S35°21'08"W
L34	23.96	S00°02'53"E
L35	25.77	S18°06'02"E
L36	34.27	S39°31'12"W
L37	12.14	S45°17'18"E
L38	32.75	S31°09'29"W
L39	34.12	S10°28'54"W
L40	13.98	S41°31'13"E
L41	33.67	S22°22'00"W
L42	16.04	S22°36'04"W
L43	11.51	S16°01'18"E
L44	25.89	S14°52'55"E

RUN OF CREEK

LINE	LENGTH	BEARING
L1	121.76	S45°35'28"E
L2	102.79	S22°23'37"E
L3	130.66	S07°16'51"W
L4	40.43	S12°44'55"W
L5	45.07	S05°23'02"W
L6	40.12	S64°19'33"E
L7	123.97	S04°07'59"W
L8	116.39	S14°06'37"W
L9	78.01	S04°56'06"E
L10	61.19	S57°21'26"E
L12	36.73	S44°21'49"E
L13	30.41	S68°39'22"E
L14	17.15	S10°31'53"E
L15	14.33	S61°33'28"E
L16	22.02	S00°13'12"E
L17	10.62	S56°08'01"W
L18	33.44	S31°38'09"E
L19	38.72	S17°12'32"E
L20	26.32	S23°53'01"W
L21	22.05	S06°04'42"E
L22	19.80	S19°15'12"W
L23	28.84	S33°39'03"E
L24	22.18	S25°31'00"W
L25	19.93	S51°26'33"W
L26	36.67	S04°42'40"W
L27	36.50	S34°20'00"E
L28	16.76	S19°39'14"W
L29	16.81	S67°41'02"E
L30	18.62	S19°17'20"E
L31	24.20	S22°22'08"W
L32	32.50	S06°33'18"E
L33	15.13	S35°21'08"W
L34	23.96	S00°02'53"E
L35	25.77	S18°06'02"E
L36	34.27	S39°31'12"W
L37	12.14	S45°17'18"E
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L39	34.12	S10°28'54"W
L40	13.98	S41°31'13"E
L41	33.67	S22°22'00"W
L42	16.04	S22°36'04"W
L43	11.51	S16°01'18"E
L44	25.89	S14°52'55"E

7) Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
8) Existing and proposed structures and on-site improvements;
9) Existing and proposed fencing, vegetative screening and buffering;
10) Existing and proposed signs, lighting, landscaping, walks, parking and drives;
11) Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

3.12.3 Procedures for Reviewing Applications

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.

B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.

C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.

D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.

E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.

F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3) The proposed use shall not constitute a nuisance or hazard;
4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.
2) That the use for which such approval was granted is not being executed.
3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
5) That the permit granted is in violation of an Ordinance or Statute.
6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.

D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.

E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

1) Such conditions may include a time limitation.
2) Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".

SUP REVOCATION APPLICATION UNION BETHEL ROAD MAILING LIST

PIN	NAME	ADDR	C/O	CITY	STATE	ZIP
4214-36-2924-0000	BROWN JOYCE A	173 KATERS LN		HAMPSTEAD	NC	28443
4214-25-9670-0000	SHEPARD JOSEPH LEROY	20714 US HWY 17 N		HAMPSTEAD	NC	28443
4214-36-6175-0000	LIMA CHRISTOPHER	875 UNION BETHEL RD		HAMPSTEAD	NC	28443
4214-16-9736-0000	SIDBURY JAMES W HEIRS	694 UNION BETHEL RD	C/O BERNICE SHEPARD	HAMPSTEAD	NC	28443
4214-36-0647-0000	NIXON PRESTUS M	705 UNION BETHEL RD	C/O NANCI C NIXON	HAMPSTEAD	NC	28443
4214-26-5871-0000	NIXON PRESTUS M SR TRUSTEE	705 UNION BETHEL RD	C/O NANCI C NIXON	HAMPSTEAD	NC	28443
4214-36-6703-0000	MITCHELL GILBERT E	228 KATERS LANE		HAMPSTEAD	NC	28443
4214-26-9271-0000	SIDBURY JAMES W HEIRS	694 UNION BETHEL RD	C/O BERNICE SHEPARD	HAMPSTEAD	NC	28443
4214-36-1466-0000	SIDBURY JAMES W HEIRS	694 UNION BETHEL RD	C/O BERNICE SHEPARD	HAMPSTEAD	NC	28443
4214-36-5112-0000	'O''DONNELL BRIAN'	41 CIRRUS COURT		HAMPSTEAD	NC	28443
4214-36-7039-0000	KERR TYLER J	891 UNION BETHEL RD		HAMPSTEAD	NC	28443
4214-27-7079-0000	MOORE MARSHALL	360 UNION BETHEL RD		HAMPSTEAD	NC	28443
4214-36-4204-0000	PARADA NARCISO	815 UNION BETHEL RD		HAMPSTEAD	NC	28443
4214-36-6412-0000	GRUBER JONATHAN M	73 CIRRUS COURT		HAMPSTEAD	NC	28443
4214-35-2713-0000	CHESTNUT JEROME LASPENCER	830 UNION BETHEL RD		HAMPSTEAD	NC	28443
4214-36-0846-0000	MILLER SHAWN D	140 KATERS LN		HAMPSTEAD	NC	28443
4214-26-7894-0000	NIXON PRESTUS M JR	705 UNION BETHEL RD	C/O NANCI C NIXON	HAMPSTEAD	NC	28443
4214-36-4553-0000	NIXON RICKEY D	2434 77TH AVE		PHILADELPHIA	PA	19150
4214-36-6467-0000	HARPER JUSTIN LAWRENCE	87 CIRRUS CT		HAMPSTEAD	NC	28443
4214-35-3548-0000	BROWN VICTORIA P	856 UNION BETHEL RD		HAMPSTEAD	NC	28443
4214-26-9716-0000	NIXON NANCI C	19009 S LAUREL PARK ROAD	SPC 489	COMPTON	CA	90220
4214-36-1692-0000	NAKAMURA SHAWN TODD	741 UNION BETHEL ROAD		HAMPSTEAD	NC	28443
4214-16-7275-0000	LITTLE ROBERT W	1092 MALLARD BAY DRIVE		HAMPSTEAD	NC	28443
4214-36-3528-0000	NIXON CLIFFORD E SR	705 UNION BETHEL RD		HAMPSTEAD	NC	28443
4214-36-5356-0000	ZUGASTI ALFREDO	57 CIRRUS CT		HAMPSTEAD	NC	28443
4214-35-5717-0000	SAWYER PROPERTIES LLC	1721 WILMORE DR		CHARLOTTE	NC	28203
4214-36-3746-0000	HIGH WILLIAM P	4901 PLEASANT OAKS DR		WILMINGTON	NC	28412
4214-36-1050-0000	SHIRK ARNOLD F	810 UNION BETHEL RD		HAMPSTEAD	NC	28443
4214-27-6023-0000	SLOAN DELLA P	605 UNION BETHEL RD		HAMPSTEAD	NC	28443
4214-36-2397-0000	SIDBURY JAMES W HEIRS	2615 CLIFFWOOD CT	C/O VERA SHEPARD CHAR	DALZELL	SC	29040
4214-26-7984-0000	SWAN JAMES G	PO BOX 4391		WILMINGTON	NC	28406
4214-25-3147-0000	EDENS HILDA TRUSTEE LIVING TRU	506 EDENS LANE		HAMPSTEAD	NC	28443
4214-36-7092-0000	ROGAN BRIAN T	907 UNION BETHEL RD		HAMPSTEAD	NC	28443

Sidbury, James W. Heirs (Eunice Sidbury Redd's Family)

1. Ms. Geraldine R. Shepard (deceased) daughters: Ms. Vera Shepard Charlot
   2615 Cliffwood Court
   Dalzell, SC 29040

   Ms. Audrey Shepard Williams
   3505 Braden Dr.
   Charlotte, NC 28216

2. Ms. Esther Snipes
   1122 Essex Place
   Fayetteville, NC 28301

3. Mr. Theodore L. Redd (deceased) Son: Mr. Theotis L. Redd
   15628 Ridgeway Ave
   Markham, IL 60428

4. Mr. Reuben Redd
   4031 Redwood Road
   Durham, NC 27704

5. Mr. Franklin Redd
   300 Wendover Lane
   Wilmington, NC 28405

6. Ms. Roberta R. Johnson
   2783 Watervalley Road
   Austell, Georgia 30106

7. Mr. Clyde A. Redd
   101 Essie Lane
   Hampstead, NC 28443

8. Ms. Sheré Zorzi-Bredau
   5016 SW 17th Ave
   Cape Coral, Florida 33914

9. Mr. Milton O. Redd
   300 Wendover Lane
   Wilmington, NC 28405

and Ms. Bernice Shepard
243Tabbs Lane
Newport News, VA 23602

REQUEST FOR BOARD ACTION

ITEM NO. SUP 2022-40

DATE OF MEETING: January 17, 2023

REQUESTED BY: Justin Bratley, Interim Director – Land Use, Planning & Community Development

SHORT TITLE: Resolution Requesting Approval of a Revocation of a previously issued Special Use Permit that allowed for a family cemetery over 6,000 sq. ft. in size.

BACKGROUND: Shere Zorzi-Bredau, applicant and heir, on behalf of Sidbury, James W. Heirs, owner, is requesting the revocation of a previously issued Special Use Permit for a family cemetery (Case 11102). The subject property is located on the south side of Union Bethel Road about ¾ of a mile from the intersection of Union Bethel Road and US HWY 17 and may be further identified by PIN 4214-26-9271-0000.

SPECIFIC ACTION REQUESTED: To hold a public hearing and consider the revocation of a Special Use Permit that allowed for a family cemetery.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

On January 17, 2023, the Pender County Board of Commissioners (approved, modified, denied) a request to revoke a previously issued Special Use Permit, as described herein. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS_____

YEA VOTES: Tate ___ McCoy ___ Groves ___ Newton ___ Fletcher-Hardee___

_____ _____
Jacqueline A. Newton, Chairwoman Date

_____ _____
ATTEST Date
Clerk to Board

County Seal: