Pender County

Agenda

Board of County Commissioners Meeting
Monday, June 21, 2021 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

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1.	CALL TO ORDER			
2.	INVOCATION			
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6.	PUBLIC COMMENT			
7.	CONSENT AGENDA			
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8.	APPROVALS AND RESOLUTIONS			
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	8.2.	Approve Resolution Approving an Interlocal Agreement for the Administration of Pender County Water and Sewer Districts Resolution_InterlocalAgreement_WaterDistricts - Pdf	Keel	133 - 143

8.3.	Approval of a Budget Amendment and Purchase Order Final Phase of Tyler Technologies projects Munis Tax Budget Amendment - Pdf	Blue	145 - 146
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9. DISCUSSION

10. APPOINTMENTS

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11. MAPLE HILL WATER AND SEWER DISTRICT

12. ROCKY POINT WATER AND SEWER DISTRICT

13. SCOTTS HILL WATER AND SEWER DISTRICT

14. MOORES CREEK WATER AND SEWER DISTRICT

15. CENTRAL PENDER WATER AND SEWER DISTRICT

16. PENDER COUNTY BOARD OF HEALTH

17. SOCIAL SERVICES BOARD

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

19. CLOSED SESSION (IF APPLICABLE).

20. 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

20.1.	Resolution Requesting Approval of a Special Use Permit for the construction and operation of an eighty-five (85) foot monopole telecommunication facility to aid in the operation of an existing solar farm within the RA, Rural Agricultural zoning district. SUP 2021-20 - Pdf	Henley	167 - 191

21. ADJOURNMENT

Pender County
Wilmington Area Rebuilding Ministry, INC (WARM)

TO:	BOCC
FROM:	Nancy Avery
DATE:	June 21, 2021
SUBJECT:	Presentation by WARM Executive Director JC Lyle

SUMMARY:
Update on the work WARM, Inc. is completing in Pender County.
WARM often completes free home repair within Pender County utilizing disaster recovery funds as well as Urgent Repair Funding from the NC Housing Finance Agency. This is a report how those funds are being utilized in Pender County.

Pender County
Public Information

TO:	Board of County Commissioners
FROM:	Travis Henley
DATE:	June 21, 2021
SUBJECT:	Update on Code Enforcement Efforts

SUMMARY:
Mr. Zachary S. Rivenbark, Esq. will provide an update on code enforcement efforts conducted in collaboration with Pender County Planning and Community Development. This includes an update on matters relating to Court Ordered Compliance cases as well as future projects.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Wes Stewart
DATE:	June 21, 2021
SUBJECT:	Approval of the Pender County Energy Outreach Plan.

SUMMARY:
The Low-Income Home Energy Assistance Program (LIHEAP) is a federally funded block grant program that is comprised of three different programs - Crisis Intervention Program (CIP), Low Income Energy Assistance Program (LIEAP) and Weatherization. There are also non-Federal Crisis Intervention Programs - Energy Neighbor, Share the Warmth, Wake Electric Round Up, and Helping Each Member Cope. To maximize the success of this program, outreach to county residents through key community partner stakeholders, each county department of social services is required to develop and implement an Energy Program Outreach Plan (EPOP). This plan is a framework to assure that eligible households are made aware of the assistance available through these programs.

ACTION REQUESTED:
To approve and sign the Pender County Energy Outreach Plan

PENDER County Department of Social Services/Human Services

ENERGY PROGRAMS OUTREACH PLAN

The Low Income Home Energy Assistance Program (LIHEAP) is a federally funded block grant program that is comprised of three different programs - Crisis Intervention Program (CIP), Low Income Energy Assistance Program (LIEAP) and Weatherization. There are also non-Federal Crisis Intervention Programs - Energy Neighbor, Share the Warmth, Wake Electric Round Up, and Helping Each Member Cope.

To maximize the success of this program, outreach to county residents through key community partner stakeholders, each county department of social services is required to develop and implement an Energy Program Outreach Plan (EPOP). This plan is a framework to assure that eligible households are made aware of the assistance available through these programs.

The county director and/or his/her designee is required to develop the EPOP, which addresses outreach and application activities related to the Energy Programs. The Outreach Plan is due to the North Carolina Department of Health and Human Services (NCDHHS) annually.

Each county must form an outreach planning committee that creates the opportunity for county-level collaboration to discuss and plan how to effectively reach county residents to inform them of the services provided by the energy programs. The committee should meet at least twice yearly; September for outreach planning related to LIEAP and April to review the outcomes related to LIEAP and to plan for outreach activities for summer weather.

Energy Assistance Outreach Plan

Answer all questions below. Address CIP, non-Federal CIP, and LIEAP where appropriate:

COMMITTEE MEMBERSHIP

The Director of Social Services should engage a number of various community partners such as Vendors, Housing Authority, Public Libraries, Public School System/Local Colleges/Head Start, Legal Services, Meals on Wheels, Media, Public Health/Health Centers, Churches, Food Banks, Councils on Aging/Senior Centers, Community based Indian organizations, Volunteer Programs, Vocational Rehabilitation Offices, and Transportation, services, etc.

1. Provide a list of committee members and their agencies.

Sandy Harris (Pender County Christian Services)

Irma Simpson (Vocational Rehabilitation/Schools)

Brian Leach (NC Works)

Representative for Band of Brothers (Faith Base Organization)

Eunice Bannerman (Pender County DSS)

Lakeisha Hankins (Domestic Violence Shelter/Safe Haven)

Dru Sidbury (Vocational Rehabilitation)

Jim Longenbach (Pender Adult Services Transportation)

Connie Carr-Costin (Smart Start)

2. Provide potential meeting dates, times, locations, as well as agenda topics.

Pender County inter-agency committee meeting will take place the second Monday of every other month.

Define how DSS/DHS will work with the committee as well as any other agencies to collaborate regarding the Energy Program and how outreach will be provided to the citizens in your area.

DSS will meet the community agencies in a group session and follow up by sending DSS staff to the respective agencies as requested. The agency will continue to utilize the local media, church bulletins, community services announcements and monthly meetings to give scheduled dates and times pertaining

1. What is the process for referring customers? What marketing tools or items will be used (please provide a copy of your previous marketing materials & how you plan to enhance those in the future)?

Referrals are provided through community partners and organizations whereas the client is instructed to contact the agency for the needed assistance. In addition, flyer and brochures are provided to faith-based organizations and other community partners is process will be enhanced by incorporating other entities such as physician's offices, postal services and child care providers.

2. What strategy does the county have, to continue collaborative efforts with community partners to complete outreach activities to target potential eligible households including individuals and families?

Community centers/agencies will provide announcements and contact information to ensure that targeted potential eligible household are knowledgeable and adequately served. The Energy Assistance leaflet that specifies changes in CIP & LIEAP will be placed in the waiting area for all citizens/clients coming into DSS. Flyers & brochures will also be given to all local churches/community centers.

3. What additional activities will be conducted to target households with members with children under 5, age 60 and over and disabled?

DSS will provide information to Work First Family Services, Child Care, Children Services and the County's Health Department to target households with children under the age of 5. The agency will also collaborate with Pender Adult Services (PAS) to present information during a group meeting to explain changes and provide a listing of schedules and sites in the community for individuals that are 60 and over and disabled can get assistance.

Media involvement is vital to the success of outreach activities. How will your county utilize media such as newspapers, social media, radio and television stations to publicize the Energy Programs?

The media outlets will be provided with information on the requirements/eligibility criteria for each respective program, the time-frame in which each program is administered, the locations application will be taken and the hours of operations.

1. Provide a list of media outlets that will be used as well as timeframes in which they will be contacted (provide examples of how the county can enhance these efforts):

The following newspapers, radio station and television stations will be contacted to request that they publicize the energy programs: Pender County Website, Pender County FaceBook page, Spectrum News 14, Pender Post/Voice, WWAY-TV3, WECT-TV6, WKXB 99.9, WNNX 97.3 and WGNI 102.7. This entities will be notified during the months of June for CIP and November & December for LIEAP.

ORGANIZATIONAL STRUCTURE:

Counties are required to provide application processes for CIP, non-Federal CIP programs, and/or LIEAP. This information must be reported to the NCDHHS annually.

1. Provide hours of operation, location and whether the programs are in house or contracted out. If your agency contracts out to other agencies attach the contract(s).
   Applications will be taken Monday through Friday at the local DSS for CIP (Hampstead Annex every Wednesday). Applications for LIEAP will be taken Monday through Friday during the months of December through March (or until funds are depleted) at the local DSS. Hampstead Annex every Wednesday and various community centers/agencies throughout Pender County.

BEST PRACTICES:

Best practices are a method or technique that has been generally accepted as superior to any alternatives because it produces results. Best practices are essential to the program.

1. If your county has gone above and beyond what is listed on this form please provide this information below:
   We will accept applications at a number of "churches" and other community facilities in the county. We will coordinate a schedule with church secretaries, communiuty facilities, publicize dates and locations to bring forth awareness to potential applicants.

2. Any additional comments or activities for CIP, non-Federal CIP, and/or LIEAP:
   This Outreach Plan applies to LIEAP and CIP only. Energy Neighbor, Share the Warmth, Wake Electric Round Up and Helping Each Member Cope funds are not governed by this Plan. Please refer to the appropriate Energy Manual section for eligibility criteria regarding those funds.

CONTACT INFORMATION:

Your contact information is essential to the success of the Energy Programs. Please complete the following information.

Name: Tonya Hooks IM II Supervisor

Address: 910 S. Walker St. P O Box 1207 Burgaw, NC 28425

Telephone: 910-259-0300

Email: thooks@pendercountync.gov

Please indicate which program:

☑ LIEAP
☑ CIP

Name: Patricia Walker IM Program Manager

Address: 810 S. Walker St. P O Box 1207 Burgaw, NC 28425

Telephone: 910-259-1380

Email: pwalker@pendercountync.gov

Please indicate which program:

☑ LIEAP
☑ CIP

This plan must be approved by the local Board of Social Services/Human Services Board or local agency governing body prior to submission. Refer to the latest Dear County Director Letter for instructions on how to submit this document to the North Carolina State office.

_____

Board of Social Services/Human Services or governing body Signature

_____

Date

_____

Director Signature

_____

Date

Pender County
Pender County Local Child Care Policy

TO:	Board of Department of Social Services
FROM:	Wes Stewart
DATE:	June 21, 2021
SUBJECT:	Pender County Local Subsidized Child Care Policy

SUMMARY:
Staff is requesting that the Board of Commissioners review and sign the amended Local Subsidized Child Care Parent and Providers Policies. The policy is attached.

ACTION REQUESTED:
To review and sign the amended Local Subsidized Child Care Policy.

Pender County Department of Social Services

Local Subsidized Child Care Policy

PARENT POLICIES

Second Plan of Care

Parents/Responsible Adults can receive only one full-time plan of care (not to exceed 55 hours) when a waiting list exist.

When a waiting list does not exist, parents who work third shift may receive a second plan of care (not to exceed 31 hours of care) for sleep time.

Exceptions:

Parents/Responsible Adults currently receiving two plans of care may continue until a change occurs that causes the second plan of care to be terminated.

Issuance of Child Care Voucher

Pender County DSS will issue the voucher to the parent after the parent has selected the provider and notified the agency of the selection.

Changing Providers

Provider changes without notifying the agency and the provider will be consider a private arrangement. The SCCA program will not pay for childcare if the child is later deemed ineligible. This is a private arrangement between client and provider.

A ten (10) working day Child Care action notice will be given to the previous Child Care provider and the parent.

Waiting List and Reduction in Service Policy

A waiting list shall be developed when Child Care funding is not available, Child Care providers are not available, or the agency lacks sufficient staff to process all requests for Child Care services. Families are placed on a "first come, first served" basis. All children in one family are placed on the waitlist as one unit.

- Child Care to Support Children Protective Services are exempt from the waiting list.
- The only Foster Care cases which will automatically be exempt from the waiting list are Foster Parents who are employed and those requesting care to support educational

training. All other need categories for Foster Parents will be approved on a case-by-case basis. Child Welfare cases are exempt from the waiting list. In the event of limited funding and in order to prevent overspending, Pender County DSS reserves the right to suspend the application process and place families on the waitlist until funding becomes available.

- Due to funding and in order to prevent overspending, Pender County DSS reserves the right to suspend the application process for WFES participants based upon such Work First components as Job Search, Work Experience, and Employment.

- As long as there is a waiting list, the agency reserves the right to suspend the application process of children with special needs and children who have been identified as their family experiencing homelessness or is in a temporary living situation if the required minimum amount set-aside has been spent. A separate waiting list will be established for children who are in the criteria listed above.

- As long as there is a waiting list, any new requests for additional supplemental payments for children with special needs will be denied. Once the waiting list no longer exists, the request will be reconsidered.

- Children of parents/responsible adults (teen parent) who are 19 and under and need care to remain in a Basic education or a high school education or its equivalent (e.g., GED, ABE certificate programs) in community colleges or technical institutes are exempt from the waiting list.

- Families who are already receiving childcare assistance for a child(ren) will not be placed on the waitlist when they request childcare for an additional child.

The waiting list will be updated in March and September each year by the use of a short questionnaire to determine if the family should remain on the list. Families will have fourteen (14) calendar days to complete the survey and return back to the agency. If the form is not returned, the family will be removed from the waiting list.

Families will be notified in writing that their name has been reach and may apply for services. Families will be given 14 calendar days to respond. If they have not responded at the end of the period, their names will be removed from the waiting list.

Fees

Parental fees are assessed the first day the child begin attending the Child Care provider.

The Parent/Responsible Adult is responsible for paying one month of past due parental fees.

Amended 5/12/2021

I. CHAPTER OVERVIEW

Due to diverse county circumstances and needs, the subsidy policy allows individual counties to modify certain policies to suit their own situations and/or levels of funding. This chapter describes the parent and provider policy issues which should be considered when developing local policies. Please refer to specific chapters listed below for details about the kinds of modifications which may be allowed.

Proposed local policies must be reviewed by the Subsidy Services Consultant for approval prior to submission to the local purchasing agency (LPA) director and local governing board. The Subsidy Services Consultant will follow the Division's approval process. The Division issues an approval letter with the local policies to the LPA. The letter must be kept on file with the final version of the approved local policies. Signatures of the director of the LPA and Board Chair and date are required on the final copy of the policies which must be maintained in the LPA's office. LPAs must develop a uniform manner to notify parents and providers of local policies and provide a copy of local approved policies to their Subsidy Services Consultant.

NOTE: The local policies cannot be implemented by the LPA until the Division issues the approval letter.

Patricia Walker

Subject: RE: [External] Pender County Local Policy review

From: Tonya Hooks <thooks@pendercountync.gov>
Sent: Monday, May 24, 2021 11:11 AM
To: Patricia Walker <pwalker@pendercountync.gov>
Subject: FW: [External] Pender County Local Policy review

This policy was approved.

From: Lipscomb, Donna L <donna.lipscomb@dhhs.nc.gov>
Sent: Monday, May 24, 2021 11:03 AM
To: Tonya Hooks <thooks@pendercountync.gov>
Subject: RE: [External] Pender County Local Policy review

5/24/21

Dear ___**Pender**___ County DSS,
The purpose of the email is to inform you that DCDEE has reviewed your 2021 waiting list local policy and it is determined that it complies with the Division's policies that govern the creation of local options and were approved as of __**05/24/20**__. Please retain this approval email letter with your agency's local policies. If you have any questions, feel free to contact me.

Donna Lipscomb, M.A. Ed
Subsidy Administrative Officer III
Division of Child Development and Early Education
NC Department of Health and Human Services

Help protect your family and neighbors from COVID-19.
Know the 3 Ws. Wear. Wait. Wash.
#StayStrongNC and get the latest at nc.gov/covid19.

919-814-6386 office
919-715-0970 fax
Donna.Lipscomb@dhhs.nc.gov

333 East Six Forks Road
Raleigh, NC 27699-2201

2201 Mail Service Center
Raleigh, NC 27699

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Twitter YouTube

Pender County
Parent/Provider Policy
Local Subsidized Child Care Policy
(Revised May 2021)

The Policy was approved by the Pender County Board of County Commissioners.

_____
Board Chair Signature

_____
Date

_____
Director Signature

_____
Date

Pender County
Approval of a Budget Amendment for JCPC funding reallocation

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 21, 2021
SUBJECT:	Approval of a Budget Amendment for JCPC funding reallocation

SUMMARY:
JCPC Funding is originally allocated to several programs based on initial assessments of needs and programs. This budget amendment is to make the final adjustments and reallocations to JCPC funding based on the final budget as approved by the State JCPC funding agencies. These programs are accounted for separately in different Org codes in the County's general ledger system and requires Board of County Commissioners approval to make necessary adjustments between programs based on approved funding.

ACTION REQUESTED:
Please approve the attached budget amendment for JCPC as presented.

Wednesday, June 9, 2021

Pender County Budget Ordinance Amendment

Date Monday, June 21, 2021

Board Meeting Date (If Applicable) Monday, June 21, 2021

Fiscal Year FY 2020-2021

Fund 10 - GENERAL

Division, Program, Project, etc. JCPC Programs

Department 684 - YOUTH ALTERNATIVES/JCPC

Purpose of Request

This budget amendment is to reallocate JCPC funding to match final approved budgets from State JCPC officials.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	691-348011	JCPC Teen Court Community Service	+56,782
2	691-348014	JCPC Anger Management Counseling	+1,740
3	691-348015	JCPC Restitution	-28,760
4	691-348018	JCPC Admin	-1,675
5	691-348084	JCPC Youth Leadership	+36,862
6	684-348016	JCPC Psych Services	-26,949

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	691-419101	JCPC Task Force Admin	-932
2	691-419102	JCPC Restitution	-26,216
3	691-419107	JCPC Counseling Service	-3,479
4	691-419108	JCPC Teen Court Community Service	+58,714
5	691-419111	JCPC Youth Leadership	+36,862
6	684-400200	Salaries	+141
7	684-400211	401(k) Non LEO	+4
8	684-400500	FICA	+40
9	684-400600	Group Insurance	+100
10	684-400700	Retirement	+56
11	684-405300	Dues & Subscriptions	+965
12	684-401100	Telephone	+1,368

	Account # (ORG-OBJECT)	Account Description	Amount
13	684-403300	Supplies	+2,057
14	684-405500	Training	+498
15	695-399000	GF Fund Balance	-32,178

Total Revenues 38000

Total Expenditures 38000

Budget Amendment Balances when Zero. 0

Prepared By: Margaret Blue

Email mblue@pendercountync.gov

Pender County
Approval of a Budget Amendment for ROD Revenues and Distributions

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 21, 2021
SUBJECT:	Approval of Budget Amendment to for ROD Revenues and Distributions

SUMMARY:
Register of Deeds revenues are collected based on originally adopted fee schedule and projected volume. For the current year, Register of Deeds revenues have far exceeded the originally projected volume and therefore, this budget amendment increases that budgeted revenue amount. Once these revenues are collected, portions of the fees are designated for distribution to certain agencies. These amounts must be increased proportionally to the revenues.

ACTION REQUESTED:
Please approve the attached budget amendment for ROD Revenues and Distributions as presented.

Wednesday, June 9, 2021

Pender County Budget Ordinance Amendment

Date Monday, June 21, 2021

Board Meeting Date (If Applicable) Monday, June 21, 2021

Fiscal Year FY 2020-2021

Fund 10 - GENERAL

Division, Program, Project, etc. Register of Deeds Revenues

Department 480 - REGISTER OF DEEDS

Purpose of Request

This budget amendment is to increase revenue amounts collected in excess of original budget as well as the increase for related distributions of those revenues.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	480-356000	RECORDING - REG OF DEEDS	114,383
2	480-356200	MARRIAGE LICENSE - ROD	21,906
3	480-356400	EXCISE TAX - REGISTER OF DEEDS	493,124
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	480-407901	NCDOR CONVEYANCE TAX	493,124
2	480-407902	NCDHHS CHILDREN'S TRUST FUND	1,725
3	480-407903	NCDOA DOMESTIC VIOLENCE	114,383
4	480-407904	ST TREAS - MAPPING/GF/CULT RES	20,181
5			
6			
7			
8			
9			
10			

Total Revenues 629413

Total Expenditures 629413

Budget Amendment Balances when Zero. 0

Prepared By: Margaret Blue

Email mblue@pendercountync.gov

Pender County
Approval of Budget Amendment for FEMA Reimbursement

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 21, 2021
SUBJECT:	Approval of Budget Amendment for FEMA Reimbursement

SUMMARY:
This budget amendment budgets the revenue from the FEMA reimbursement for a large project from Hurricane Florence. This amendment covers the final Hurricane related items and the remainder is to be put back into fund balance for the future.

ACTION REQUESTED:
Please approve the attached budget amendment for FEMA Reimbursement as presented.

Wednesday, June 9, 2021

Pender County Budget Ordinance Amendment

Date Monday, June 21, 2021

Board Meeting Date (If Applicable) Monday, June 21, 2021

Fiscal Year FY 2020-2021

Fund 10 - GENERAL

Division, Program, Project, etc. FEMA Reimbursement

Department 525 - EMERGENCY MANAGEMENT

Purpose of Request
To budget FEMA reimbursement for final hurricane related items.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	10-348033	FEMA Reimbursement	1,904,436
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	525032-404500	Contract Services	711,052
2	525036-400201	Overtime	26,165
3	525036-400211	401(k) Non LEO	417
4	525036-400500	FICA	1,969
5	525036-400600	Group Insurance	2,267
6	525036-400700	Retirement	2,732
7	525036-400800	Additional Retirement	475
8	525036-403300	Supplies & Materials	271
9	695-399000	Fund Balance	1,159,088
10			

Total Revenues 1904436

Total Expenditures 1904436

Budget Amendment Balances when Zero. 0

Prepared By: Margaret Blue

Email mblue@pendercountync.gov

Pender County

TO:	BOCC
FROM:	Nancy Avery
DATE:	June 21, 2021
SUBJECT:	Approval of minutes

SUMMARY:
June 7, 2021
May 13 budget 3
May 10 budget 2
April 29 budget 1

ACTION REQUESTED:
Approval of all minutes

MINUTES
Board of County Commissioners Meeting
Monday, June 7, 2021 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: George Brown
Fred McCoy
Jacqueline A. Newton
David Piepmeyer
David Williams

MEMBERS ABSENT:

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

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1 CALL TO ORDER
Chairman Brown called the meeting to order at 4:00 pm

2 INVOCATION
Commissioner McCoy delivered the invocation.

3 PLEDGE OF ALLEGIANCE
Commissioner Newton led in the Pledge of Allegiance

4 ADOPTION OF AGENDA

Moved by David Williams, seconded by Fred McCoy

Approve agenda as presented

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			

Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

5 PUBLIC HEARING

5.1 Public Hearing proposed FY2021-2022 budget

The hearing was opened at 4:04 pm.

County Manager Chad McEwen stated:

- $78,000,000 total budget
- No tax rate increase
- No fund balance appropriated to balance the budget
- Capital reserve fund of $1.3 million dollars
- Collection rate for property tax is projected at 96 percent. Though we anticipate a higher percentage, we are obligated to use prior year rate
- General Fund expenditures include implementation of salary study bringing all employees to market salary
- It maintains 401k contribution and establishes merit pool
- 21 new staff positions proposed
- Increased allocation to schools by seven percent
- Additional 1.6 percent to Cape Fear Community college
- Includes continued commitment to beach communities of $180,000 for beach nourishment
- 39 percent is for education; 25 percent for safety; 19 percent for health; 11 percent economic development
- Debt service obligation is met at 8.5 percent
- Utilities budget has 30 percent debt ratio to expenditures. This is a growing system which is the reason for larger debt.

Commissioner Piepmeyer said he wants the public to understand this budget was a big endeavor and is the biggest responsibility the board has. It is in line for what public wants in services and is willing to pay for. Department Heads and employees did a great job. Growth is a big reason not having to raise taxes. The Board goes through a process for prioritizing spending.

Commissioner Newton stated she applauds Department Heads and all involved in budget process as they maintained the status quo. There are

big ticket items coming up. She is concerned about implementing wage study proposed because she does not think it is self-sustaining. She is appreciative of merit based system implementation where good performance gets rewarded, but she is not in favor of blanket increases for all. She does not think it benefits employees to get a big bump if the Board ends up having to hold salaries at that point.

Commissioner Williams said certain people in positions were not in the same position as when the last study was done. He thinks with different management it will be alright. He believes this to be a good, solid budget. The way we received information this time was really good. He thanked the manager.

Commissioner McCoy stated we maintained emergency funds with hurricane season coming up. He wanted to make sure the Sheriff and Health departments were adequately funded. They did a great job this year, and hopefully next year we can do more.

Chairman Brown stated he sat with the Fire Chief from Rocky Point Fire Department who was concerned about his budget and rightfully so. His station has the highest volume of calls and backs up a lot of other departments. They need part or full time staff. He agreed to support him on increase in fire tax from 8.75 cents to 10 cents. This is last minute, but he does not know what else to do. This does not affect the general fund. The ISO rating is 4 and the Chief has done a lot to get the rating down. This means a lot to residents in paying lower fire insurance rates.

Commissioner Williams said the Chief did do good job at the budget retreat presenting his case. He tends to yield to the commissioner's judgement for his/her area. He will support and make the motion.

Commissioner Piepmeyer agreed he will support it. A lot of time was spent with the fire departments determining needs. The County is in transition from pure rural to more urban across the board. Growth is effecting whole county and because of this a fire study was done.

Commissioner Newton said she can support it. Other volunteer fire departments have needs also and our residents' safety and welfare are dependent on proper response from fire and EMS.

Commissioner Williams said Commissioner McCoy is right, the current model the county has for fire does not work any more and there has been a change in availability of fire volunteers. We have important decisions to make in next year or so.

The Town Attorney reported there were no sign-ups for public hearing and the hearing was closed at 4:20 pm.

6 PUBLIC INFORMATION

6.1 Update on Pender County Courthouse Remediation and Repairs.

Thomas construction said they are on track to get the permanent Certificate of Occupancy this week and plan to turn the courthouse over to the County on June 16, 2021. They are finishing up final inspections, landscaping, paint touchup and punch list items.

Assistant Manager Allen Vann said move in begins 6/14.

6.2 Upcoming fire training at Old Long Creek School site

Emergency Manager Tommy Batson said the County reached out to the County Fire Marshal's Office for possible training at the Old Long Creek School. The buildings on the site are planned for demolition in the near future. This site with the different construction of buildings would be an excellent opportunity to conduct live fire training for the local fire stations #21 & #29 with Pender EMS & Fire as well as allow other department training. Pender EMS & Fire Training Staff and PCEM Staff completed a site visit at the Old Long Creek School Site on NC Hwy 210 a few weeks ago. The visit was to look at burning all the structures on the site as part of fire training..

Buildings on site that could not be burned are:

- All wooden gym because it is 99% all old wood and the heat release and level of burning makes it too dangerous to burn in a controlled manner.
- Old cafeteria building because it has masonry floor, ceiling, and walls with the only combustible material inside being the door and frames.

The Vocational Building is a site that allows for good fire scene setup off of the highway for all agencies and departments. It allows for multi department training with mutual-aid department for the required ISO credit. Cost estimates:

- $600 Asbestos Inspection and testing of Modular Classroom
  $600 Asbestos Inspection and testing of Vocational Building
- $300 Fuel for burning and equipment/trucks
- $250 Snacks, water, gatorade, etc.
- $250 Pallets (Donation), plywood, etc. materials for burning operations

The County Managers office will be completing an RFP for demolition and removal of the other buildings and leftover from the control burn

All fire departments will be invited to participate. Night of the burn, stand by crew will be on site for extra protection.

7 PUBLIC COMMENT

None

8 CONSENT AGENDA

8.1 Resolution Amending Article V – Conduct and Ethics, Section 4. Conflict of Interest

8.2 Approval of Tax Releases and Refunds 11 - 13

May 2021 Releases and Refunds - Pdf

8.3 Approval of Purchase Order to AmChar Wholesale for the purchase of Handguns in the amount of $22,794.64.

8.4 Approval of a Purchase Order to Brooks Network Services for Library Network Equipment Replacements in the amount of $26,074.21

8.5 Approval to increase Purchase Order for Wellpath (SECMG) in the amount of $62,200.

8.6 Approval of a Budget Amendment to Increase the Department of Social Services Revenues and Expenditures for Fiscal Year 2020-2021: Low Income Energy Assistance: $50,579 15 - 31

LIEAP Additional Funds FY 2021 - Pdf

8.7 Approval of minutes

Moved by David Williams, seconded by David Piepmeyer

Adopt the consent agenda as presented

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

9 APPROVALS AND RESOLUTIONS

9.1 Proclamation Jean Beasley Day 33

Moved by David Williams, seconded by Fred McCoy

Approve proclamation of Jean Beasley Day as presented

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

Proclamation Jean Beasley Dat

9.2 Approval of an Extension of the Solid Waste Contract with Green for Life (GFL) for a Period of One Years.

County Manager McEwen stated that:

- A few months ago he was advised by GFL formerly Waste Industries, the garbage and recycling vendor, that they were escalating the CPI clause in the contract and wanted a 4.1% increase.
- He then discussed with the attorney and asked them to reconsider
- They came back with a one year extension on contract which led to a discussion of the Board on the condition of convenience site and needed improvements for GFL to consider taking on
- GFL is still reviewing what the Board proposes, and the conversation is ongoing
- The vice-president of GFL has to approve because of cost to GFL
- There is a place holder for this in next year's budget

He suggests tabling this item to the next meeting

Consensus of the Board was to table to the next meeting or when the proposal comes from GFL

9.3 Adoption of FY 2021-2022 budget

Commissioner Newton stated she voted against the budget because she is against across the board raises to employees.

Moved by David Williams, seconded by David Piepmeyer

Approve Fiscal Year 2021-2022 budget as presented with one exception of an increase to the fire tax for Rocky Point from 8.75 cents to 10 cents.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton		x		
David Piepmeyer	x			
David Williams	x			
	4	1	0	0

CARRIED.

10 PENDER COUNTY BOARD OF HEALTH

10.1 Presentation of the 2021 Health Department Financial Update

Chairman Brown said the Board is now sitting as the Pender County Board of Health.

Director Tammy Proctor stated:

- At the end of march, expenditures were at 60%
- This would normally would be 75% - this is Covid 19 related
- Receivable rates were at 73%
- Discrepancies are most likely tied to the fact that there were not as many patients as previous years

Need Board to accept report.

Moved by David Piepmeyer, seconded by Jacqueline A. Newton

Accept report as presented

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

10.2 Presentation of the 2020 Annual Communicable Disease Report

Director Tammy Proctor informed the Board that:

- mall increase in hepatitis B and salmonella cases
- Salmonella is usually contracted from eating at restaurants so this is surprising since restaurants have been closed due to Covid 19
- Animal bites have to be reported to Health Department to follow up to test potential of rabies exposure
- Covid update – there are still some cases. We are averaging 3 positive tests a day. State is at 2.7 positive tests a day.

Moved by Fred McCoy, seconded by David Williams

Approve as presented

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

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

12 CLOSED SESSION (IF APPLICABLE).

Moved by David Williams, seconded by David Piepmeyer

Motion to go into closed session as per N.C.G.S.143-318(11) subsection 3 Consultation with attorney; subsection 4 Economic Development and subsection 5 Acquisition of property at 5:32 pm.

CARRIED.

13 RETURN TO OPEN SESSION

Moved by David Williams, seconded by Jacqueline A. Newton

Motion to return to open session at 7:39 pm

	For	Against	Abstained	Absent

George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

14 MANAGER ITEMS

Manager McEwen announced:
1. Pender County, in principle, accepted offer to purchase contract from the Phillips Leasing Systems, LLC for 8.9 acres (more or less) portion of Lot 14 in Pender Commerce Park at price of $39,500 per acre.

2. Pender County, in principle, agreed to sell 37.4 net acres to Seefried Industrial Properties consisting of lots 6 and 7 also in Pender Commerce Park at price of $54,600 per acre for total of $2,042,040.

Once formal signed documentation and deposits are received, the process with advertisement will begin.

15 ADJOURNMENT

Moved by David Williams, seconded by Jacqueline A. Newton

Adjourn at 7:41 pm

	For	**Against**	**Abstained**	**Absent**
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Justian Pound
DATE:	June 7, 2021
SUBJECT:	Approval of Tax Releases and Refunds

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

ACTION REQUESTED:
Staff requests that the board approves the attached list of releases and refunds for May 2021.

Pender County

Request For Board Action

DATE OF MEETING: June 7, 2021

REQUESTED BY: Justian Pound, Tax Assessor, Tax Assessor's Office

SHORT TITLE: Approval of Tax Releases and Refunds

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

RELEASES OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	4 LANE, AUTO SALES LLC	216584493	167.45	SOLD
2020	ALANIS, CLINT WESLEY	215731563	327.27	MILTRY EXEMPT
2020	BAIN, RANDALE LEE	215521985	152.94	SOLD
2020	BARNES, JACKIE COOPER	215841000	103.05	SOLD
2020	CLARK, KEVIN CHRISTOPHER	216100110	121.11	SOLD
2020	CLARK, THOMAS JOSEPH	216979863	101.77	SOLD
2020	EASON, SYNDEY PAIGE	287788076	112.89	SITUS
2020	GAINER, JUDITH CAVIN	214898805	111.93	SOLD
2020	KING, ROBERT LOUIS	215021301	122.89	SOLD
2020	MACNEVIN, COLIN ROBERT	288567292	192.93	SITUS
2020	MURVIN, GLENNIE JR	215731503	104.48	DESTROYED
2020	NAKAMOTO, RONALD TURNER	216206874	354.23	OUT OF STATE
2020	OLSON, THOMAS FREDRIC	216847158	153.07	SOLD
2020	PURCELL, SCOTT DAVID	215407074	120.95	SOLD
2020	ROTEN, JUSTIN TIMOTHY	215626338	122.57	SOLD
2020	WETHINGTON, JASON ANDREW	215406684	291.14	SOLD
2020	WILLSON, SCOTT MARTIN	215625567	113.60	SOLD
TOTAL REFUNDS OVER $100			$2,774.27	

RELEASES UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	BEAVER, NOLAN GRANT	286531100	74.83	SITUS
2019	BRADY, PATRICK JOHN	216206562	21.92	SOLD
2020	CANTERBURY, JACK LAWSON	215991999	27.86	DESTROYED
2020	CHAMBLEE, JOEL CHRISTOPHER	289483532	22.78	SITUS
2019	CLEMONS, RICHARD SCOTT	216426192	9.49	SOLD
2020	CROOM, ANDREW BRENT	288134252	53.37	SITUS
2020	CROOM, ANDREW BRENT	288134256	83.12	SITUS
2019	EASTERLING, MICHAEL DALE	216207237	37.62	SOLD
2019	EVANS, JOHN WARNER	214898763	6.56	OUT OF STATE
2019	G J ADAMS TRUCKING INC	215521899	18.76	SOLD
2019	GOFF, ROBERT GRANDBERRY JR	216584349	18.61	SOLD
2019	GRANTHAM, JARED MITCHELL	286858338	1.17	SITUS
2020	GUERIN, LORI ALWARD	214552344	23.73	SOLD
2019	HAYNES, JOHN LEE	215842254	90.38	SOLD
2020	HESSE, SUSAN PAIGE	288778748	25.17	SITUS
2013	HESSE, SUSAN PAIGE	288778764	64.84	SITUS
2014	HESSE, SUSAN PAIGE	288778772	68.28	SITUS
2015	HESSE, SUSAN PAIGE	288778776	61.59	SITUS
2016	HESSE, SUSAN PAIGE	288778780	53.64	SITUS
2017	HESSE, SUSAN PAIGE	288778784	46.74	SITUS
2018	HESSE, SUSAN PAIGE	288778788	41.52	SITUS
2019	HESSE, SUSAN PAIGE	288778792	34.87	SITUS
2020	HETZER, JOHN JEFFREY	215841168	40.33	OUT OF STATE
2020	HOVENSTINE, KATHERINE E	215626359	59.98	SOLD
2019	HURRY, ROBERT OTIS JR	215732253	9.71	SOLD
2019	KING, KEITH JACKSON	214899063	12.51	SOLD
2019	LUTHER, PHILLIP DAYTON JR	216584931	10.37	SOLD
2020	MALDONADO ALEMAN, GIBSON	289128848	60.17	SITUS
2020	MENDEZ, SONYA MARIE	215021421	32.25	SOLD
2019	NULL, LESLIE OWENS	216846510	31.65	LSTING CRCT
2019	OCHOA-GALVAN, ALEJANDRO	216717870	5.78	SOLD
2019	OSTHEIM, AMBER DANIELLE	215731755	15.50	SOLD
2020	PITCHARD, JUDY RUTH	216100422	56.07	SOLD
2020	POLICH, MARK STEVEN	214552338	94.83	SOLD
2019	REDINGTON, JACQUELINE LEE	215406912	37.92	SOLD
2020	RICH, JUDY	288957384	13.00	SITUS
2020	ROOKS, WAYNE ANDREW	215253444	78.15	SOLD
2019	SESSIONS, DUSTIN THOMAS	288568832	10.66	SITUS
2020	SESSIONS, HEATHER NICOLE	288568800	8.11	SITUS
2019	SESSIONS, HEATHER NICOLE	288568864	13.06	SITUS
2020	SIMPSON, RICARDO OBRIAN	215731944	46.17	DESTROYED
2020	SWAIN, SETH EVERETTE	287362200	34.38	SOLD
2020	TINNEY PAINTING INC	288275596	25.88	SITUS
2019	WETHINGTON, JASON ANDREW	215253840	62.11	SOLD
2020	WILLIS, LEMUEL LEE	217112880	31.25	SOLD
2019	WOOLARD, GARLAND ROBERT JR	216847140	6.66	SOLD

TOTAL REFUNDS UNDER $100 $1,683.35

TOTAL OF ALL RELEASES NONE

TOTAL OF ALL REFUNDS $4,457.62

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Wes Stewart
DATE:	June 7, 2021
SUBJECT:	Approval of a Budget Amendment to Increase the Department of Social Services Revenues and Expenditures for Fiscal Year 2020-2021: Low Income Energy Assistance: $50,579

SUMMARY:
A funding authorization allocating funds was received by the Department of Social Services. This funding is determined at the federal level and approved by the General Assembly. Low Income Energy Assistance Payments (LIEAP) funds are 100% Federal. Eligible households receive a one-time heating assistance payment made directly to their heating vendor.

ACTION REQUESTED:
To consider approving a budget amendment for increasing additional programmatic revenues and related expenditures for the Department of Social Services for Fiscal Year 2020-2021.

TOTAL LIEAP REMAINING BALANCE	COUNTY NAME	BENEFIT CATEGORY AMOUNT	TOTAL APPLICATION COUNT
$85,161.63		300	685
$85,161.63	Alamance	400	752
$85,161.63		500	605
$2,986.21		300	178
$2,986.21	Alexander	400	148
$2,986.21		500	149
$142.05		300	96
$142.05	Alleghany	400	86
$142.05		500	63
$452.46		300	409
$452.46	Anson	400	376
$452.46		500	283
$107.19		300	247
$107.19	Ashe	400	255
$107.19		500	163
$442.04		300	127
$442.04	Avery	400	131
$442.04		500	85
$13.87		300	370
$13.87	Beaufort	400	420
$13.87		500	406
$77.65		300	309
$77.65	Bertie	400	277
$77.65		500	227
$38,928.18		300	303
$38,928.18	Bladen	400	246
$38,928.18		500	352
$87.56		300	552
$87.56	Brunswick	400	603
$87.56		500	550
$84,394.50		300	907
$84,394.50	Buncombe	400	1109
$84,394.50		500	989
$189.25		300	513
$189.25	Burke	400	464
$189.25		500	387
$155,808.38		300	341
$155,808.38	Cabarrus	400	479
$155,808.38		500	528
$1,803.06		300	536
$1,803.06	Caldwell	400	550
$1,803.06		500	350
$8,237.50		300	21

$8,237.50	Camden	400	25
$8,237.50		500	24
$34,865.03		300	241
$34,865.03	Carteret	400	173
$34,865.03		500	355
$228.37		300	171
$228.37	Caswell	400	175
$228.37		500	205
$213,128.14		300	365
$213,128.14	Catawba	400	307
$213,128.14		500	404
$7.90		300	235
$7.90	Chatham	400	272
$7.90		500	200
$10,398.02		300	194
$10,398.02	Cherokee	400	174
$10,398.02		500	146
$294.91		300	106
$294.91	Chowan	400	107
$294.91		500	160
$27.11		300	89
$27.11	Clay	400	70
$27.11		500	78
$13,787.68		300	605
$13,787.68	Cleveland	400	562
$13,787.68		500	733
$13,380.68		300	499
$13,380.68	Columbus	400	445
$13,380.68		500	425
$153,405.95		300	324
$153,405.95	Craven	400	298
$153,405.95		500	414
$491,906.30		300	1366
$491,906.30	Cumberland	400	1500
$491,906.30		500	1877
$8,419.10		300	62
$8,419.10	Currituck	400	58
$8,419.10		500	67
$8,225.33		300	72
$8,225.33	Dare	400	94
$8,225.33		500	95
$290,374.69		300	528
$290,374.69	Davidson	400	511
$290,374.69		500	647
$30,233.05		300	112
$30,233.05	Davie	400	119

$30,233.05		500	162
$44,190.67	Duplin	300	331
$44,190.67		400	326
$44,190.67		500	328
$408,115.32	Durham	300	769
$408,115.32		400	886
$408,115.32		500	933
$0.84	Edgecombe	300	530
$0.84		400	473
$0.84		500	650
$55,381.52	Forsyth	300	1653
$55,381.52		400	1954
$55,381.52		500	1690
$15,660.55	Franklin	300	303
$15,660.55		400	326
$15,660.55		500	331
$246,923.83	Gaston	300	828
$246,923.83		400	949
$246,923.83		500	744
$0.54	Gates	300	93
$0.54		400	62
$0.54		500	67
$246.43	Graham	300	84
$246.43		400	62
$246.43		500	50
$47,965.84	Granville	300	232
$47,965.84		400	270
$47,965.84		500	225
$2,998.40	Greene	300	138
$2,998.40		400	144
$2,998.40		500	194
$704,639.88	Guilford	300	1894
$704,639.88		400	2242
$704,639.88		500	2319
$325.70	Halifax	300	752
$325.70		400	617
$325.70		500	878
$106,819.54	Harnett	300	438
$106,819.54		400	533
$106,819.54		500	533
$38,502.24	Haywood	300	281
$38,502.24		400	330
$38,502.24		500	248
$73,913.74	Henderson	300	304
$73,913.74		400	277
$73,913.74		500	358

$8,244.00		300	282
$8,244.00	Hertford	400	323
$8,244.00		500	315
$88,373.34		300	252
$88,373.34	Hoke	400	237
$88,373.34		500	248
$175.43		300	49
$175.43	Hyde	400	85
$175.43		500	52
$80,365.40		300	393
$80,365.40	Iredell	400	403
$80,365.40		500	394
$78,659.77		300	126
$78,659.77	Jackson	400	140
$78,659.77		500	155
$149,980.05		300	645
$149,980.05	Johnston	400	722
$149,980.05		500	659
$49.60		300	74
$49.60	Jones	400	66
$49.60		500	143
$65,366.66		300	178
$65,366.66	Lee	400	211
$65,366.66		500	202
$56,383.99		300	398
$56,383.99	Lenoir	400	414
$56,383.99		500	503
$23,393.55		300	293
$23,393.55	Lincoln	400	301
$23,393.55		500	310
$9,289.24		300	222
$9,289.24	Macon	400	170
$9,289.24		500	166
$11,002.81		300	167
$11,002.81	Madison	400	196
$11,002.81		500	71
$4,945.80		300	204
$4,945.80	Martin	400	205
$4,945.80		500	208
$921.32		300	377
$921.32	McDowell	400	314
$921.32		500	249
$960,854.48		300	2815
$960,854.48	Mecklenburg	400	3410
$960,854.48		500	2789
$0.46		300	127

$0.46	Mitchell	400	139
$0.46		500	48
$75.68		300	161
$75.68	Montgomery	400	161
$75.68		500	146
$18,690.92		300	360
$18,690.92	Moore	400	322
$18,690.92		500	323
$372.66		300	641
$372.66	Nash	400	502
$372.66		500	581
$226.56		300	933
$226.56	New Hanover	400	835
$226.56		500	1033
$71,903.12		300	228
$71,903.12	Northampton	400	224
$71,903.12		500	212
$118,263.67		300	575
$118,263.67	Onslow	400	640
$118,263.67		500	678
$97,882.20		300	287
$97,882.20	Orange	400	472
$97,882.20		500	459
$5,845.23		300	79
$5,845.23	Pamlico	400	62
$5,845.23		500	78
$53.62		300	249
$53.62	Pasquotank	400	251
$53.62		500	279
$143.02		300	345
$143.02	Pender	400	271
$143.02		500	329
$94.25		300	88
$94.25	Perquimans	400	111
$94.25		500	102
$156.17		300	231
$156.17	Person	400	272
$156.17		500	226
$78,289.10		300	1166
$78,289.10	Pitt	400	998
$78,289.10		500	1318
$83.32		300	78
$83.32	Polk	400	83
$83.32		500	91
$93,307.14		300	577
$93,307.14	Randolph	400	615

$93,307.14		500	583
$551.32	Richmond	300	473
$551.32		400	399
$551.32		500	485
$351,519.92	Robeson	300	764
$351,519.92		400	790
$351,519.92		500	1095
$560.93	Rockingham	300	699
$560.93		400	560
$560.93		500	553
$140,289.28	Rowan	300	537
$140,289.28		400	605
$140,289.28		500	585
$1,050.94	Rutherford	300	493
$1,050.94		400	517
$1,050.94		500	328
$146,593.23	Sampson	300	594
$146,593.23		400	500
$146,593.23		500	546
$3,478.30	Scotland	300	322
$3,478.30		400	342
$3,478.30		500	368
$12,121.24	Stanly	300	245
$12,121.24		400	302
$12,121.24		500	308
$129.74	Stokes	300	249
$129.74		400	190
$129.74		500	216
$1,261.19	Surry	300	470
$1,261.19		400	411
$1,261.19		500	448
$14,832.86	Swain	300	65
$14,832.86		400	83
$14,832.86		500	62
$6,329.77	Transylvania	300	176
$6,329.77		400	155
$6,329.77		500	126
$73.55	Tyrrell	300	47
$73.55		400	31
$73.55		500	44
$135,750.48	Union	300	290
$135,750.48		400	364
$135,750.48		500	531
$123.70	Vance	300	445
$123.70		400	531
$123.70		500	491

$512,419.88		300	1437
$512,419.88	Wake	400	2096
$512,419.88		500	1812
$0.34		300	194
$0.34	Warren	400	177
$0.34		500	243
$38,922.98		300	164
$38,922.98	Washington	400	159
$38,922.98		500	116
$32,589.27		300	163
$32,589.27	Watauga	400	171
$32,589.27		500	122
$136,149.00		300	636
$136,149.00	Wayne	400	712
$136,149.00		500	760
$2,482.90		300	510
$2,482.90	Wilkes	400	480
$2,482.90		500	378
$808.84		300	503
$808.84	Wilson	400	495
$808.84		500	789
$58,697.26		300	135
$58,697.26	Yadkin	400	95
$58,697.26		500	99
$44.15		300	176
$44.15	Yancey	400	231
$44.15		500	80
$7,013,372.46			**129,580**

TOTAL COUNTY APPLICATIONS	SUPPLEMENT AMOUNT PER APPLICATION	TOTAL SUPPLEMENT AMOUNT PER CATEGORY	LEFTOVER BALANCE	FISCAL YEAR
2042	$40.31	$27,612.35		FY 2021
	$53.75	$40,420.00		
	$67.19	$40,649.95		
475	$40.31	$7,175.18		FY 2021
	$53.75	$7,955.00		
	$67.19	$10,011.31		
245	$40.31	$3,869.76		FY 2021
	$53.75	$4,622.50		
	$67.19	$4,232.97		
1068	$40.31	$16,486.79		FY 2021
	$53.75	$20,210.00		
	$67.19	$19,014.77		
665	$40.31	$9,956.57		FY 2021
	$53.75	$13,706.25		
	$67.19	$10,951.97		
343	$40.31	$5,119.37		FY 2021
	$53.75	$7,041.25		
	$67.19	$5,711.15		
1196	$40.31	$14,914.70		FY 2021
	$53.75	$22,575.00		
	$67.19	$27,279.14		
813	$40.31	$12,455.79		FY 2021
	$53.75	$14,888.75		
	$67.19	$15,252.13		
901	$40.31	$12,213.93		FY 2021
	$53.75	$13,222.50		
	$67.19	$23,650.88		
1705	$40.31	$22,251.12		FY 2021
	$53.75	$32,411.25		
	$67.19	$36,954.50		
3005	$40.31	$36,561.17		FY 2021
	$53.75	$59,608.75		
	$67.19	$66,450.91		
1364	$40.31	$20,679.03		FY 2021
	$53.75	$24,940.00		
	$67.19	$26,002.53		
1348	$40.31	$13,745.71		FY 2021
	$53.75	$25,746.25		
	$67.19	$35,476.32		
1436	$40.31	$21,606.16		FY 2021
	$53.75	$29,562.50		
	$67.19	$23,516.50		
	$40.31	$846.51		

70	$53.75	$1,343.75		FY 2021
	$67.19	$1,612.56		
769	$40.31	$9,714.71		FY 2021
	$53.75	$9,298.75		
	$67.19	$23,852.45		
551	$40.31	$6,893.01		FY 2021
	$53.75	$9,406.25		
	$67.19	$13,773.95		
1076	$40.31	$14,713.15		FY 2021
	$53.75	$16,501.25		
	$67.19	$27,144.76		
707	$40.31	$9,472.85		FY 2021
	$53.75	$14,620.00		
	$67.19	$13,438.00		
514	$40.31	$7,820.14		FY 2021
	$53.75	$9,352.50		
	$67.19	$9,809.74		
373	$40.31	$4,272.86		FY 2021
	$53.75	$5,751.25		
	$67.19	$10,750.40		
237	$40.31	$3,587.59		FY 2021
	$53.75	$3,762.50		
	$67.19	$5,240.82		
1900	$40.31	$24,387.55		FY 2021
	$53.75	$30,207.50		
	$67.19	$49,250.27		
1369	$40.31	$20,114.69		FY 2021
	$53.75	$23,918.75		
	$67.19	$28,555.75		
1036	$40.31	$13,060.44		FY 2021
	$53.75	$16,017.50		
	$67.19	$27,816.66		
4743	$40.31	$55,063.46		FY 2021
	$53.75	$80,625.00		
	$67.19	$126,115.63		
187	$40.31	$2,499.22		FY 2021
	$53.75	$3,117.50		
	$67.19	$4,501.73		
261	$40.31	$2,902.32		FY 2021
	$53.75	$5,052.50		
	$67.19	$6,383.05		
1686	$40.31	$21,283.68		FY 2021
	$53.75	$27,466.25		
	$67.19	$43,471.93		
393	$40.31	$4,514.72		FY 2021
	$53.75	$6,396.25		

	$67.19	$10,884.78		
985	$40.31	$13,342.61		FY 2021
	$53.75	$17,522.50		
	$67.19	$22,038.32		
2588	$40.31	$30,998.39		FY 2021
	$53.75	$47,622.50		
	$67.19	$62,688.27		
1653	$40.31	$21,364.30		FY 2021
	$53.75	$25,423.75		
	$67.19	$43,673.50		
5297	$40.31	$66,632.43		FY 2021
	$53.75	$105,027.50		
	$67.19	$113,551.10		
960	$40.31	$12,213.93		FY 2021
	$53.75	$17,522.50		
	$67.19	$22,239.89		
2521	$40.31	$33,376.68		FY 2021
	$53.75	$51,008.75		
	$67.19	$49,989.36		
222	$40.31	$3,748.83		FY 2021
	$53.75	$3,332.50		
	$67.19	$4,501.73		
196	$40.31	$3,386.04		FY 2021
	$53.75	$3,332.50		
	$67.19	$3,359.50		
727	$40.31	$9,351.92		FY 2021
	$53.75	$14,512.50		
	$67.19	$15,117.75		
476	$40.31	$5,562.78		FY 2021
	$53.75	$7,740.00		
	$67.19	$13,034.86		
6455	$40.31	$76,347.14		FY 2021
	$53.75	$120,507.50		
	$67.19	$155,813.61		
2247	$40.31	$30,313.12		FY 2021
	$53.75	$33,163.75		
	$67.19	$58,992.82		
1504	$40.31	$17,655.78		FY 2021
	$53.75	$28,648.75		
	$67.19	$35,812.27		
859	$40.31	$11,327.11		FY 2021
	$53.75	$17,737.50		
	$67.19	$16,663.12		
939	$40.31	$12,254.24		FY 2021
	$53.75	$14,888.75		
	$67.19	$24,054.02		

920	$40.31	$11,367.42		FY 2021
	$53.75	$17,361.25		
	$67.19	$21,164.85		
737	$40.31	$10,158.12		FY 2021
	$53.75	$12,738.75		
	$67.19	$16,663.12		
186	$40.31	$1,975.19		FY 2021
	$53.75	$4,568.75		
	$67.19	$3,493.88		
1190	$40.31	$15,841.83		FY 2021
	$53.75	$21,661.25		
	$67.19	$26,472.86		
421	$40.31	$5,079.06		FY 2021
	$53.75	$7,525.00		
	$67.19	$10,414.45		
2026	$40.31	$25,999.95		FY 2021
	$53.75	$38,807.50		
	$67.19	$44,278.21		
283	$40.31	$2,982.94		FY 2021
	$53.75	$3,547.50		
	$67.19	$9,608.17		
591	$40.31	$7,175.18		FY 2021
	$53.75	$11,341.25		
	$67.19	$13,572.38		
1315	$40.31	$16,043.38		FY 2021
	$53.75	$22,252.50		
	$67.19	$33,796.57		
904	$40.31	$11,810.83		FY 2021
	$53.75	$16,178.75		
	$67.19	$20,828.90		
558	$40.31	$8,948.82		FY 2021
	$53.75	$9,137.50		
	$67.19	$11,153.54		
434	$40.31	$6,731.77		FY 2021
	$53.75	$10,535.00		
	$67.19	$4,770.49		
617	$40.31	$8,223.24		FY 2021
	$53.75	$11,018.75		
	$67.19	$13,975.52		
940	$40.31	$15,196.87		FY 2021
	$53.75	$16,877.50		
	$67.19	$16,730.31		
9014	$40.31	$113,472.65		FY 2021
	$53.75	$183,287.50		
	$67.19	$187,392.91		
	$40.31	$5,119.37		

314	$53.75	$7,471.25		FY 2021
	$67.19	$3,225.12		
468	$40.31	$6,489.91		FY 2021
	$53.75	$8,653.75		
	$67.19	$9,809.74		
1005	$40.31	$14,511.60		FY 2021
	$53.75	$17,307.50		
	$67.19	$21,702.37		
1724	$40.31	$25,838.71		FY 2021
	$53.75	$26,982.50		
	$67.19	$39,037.39		
2801	$40.31	$37,609.23		FY 2021
	$53.75	$44,881.25		
	$67.19	$69,407.27		
664	$40.31	$9,190.68		FY 2021
	$53.75	$12,040.00		
	$67.19	$14,244.28		
1893	$40.31	$23,178.25		FY 2021
	$53.75	$34,400.00		
	$67.19	$45,554.82		
1218	$40.31	$11,568.97		FY 2021
	$53.75	$25,370.00		
	$67.19	$30,840.21		
219	$40.31	$3,184.49		FY 2021
	$53.75	$3,332.50		
	$67.19	$5,240.82		
779	$40.31	$10,037.19		FY 2021
	$53.75	$13,491.25		
	$67.19	$18,746.01		
945	$40.31	$13,906.95		FY 2021
	$53.75	$14,566.25		
	$67.19	$22,105.51		
301	$40.31	$3,547.28		FY 2021
	$53.75	$5,966.25		
	$67.19	$6,853.38		
729	$40.31	$9,311.61		FY 2021
	$53.75	$14,620.00		
	$67.19	$15,184.94		
3482	$40.31	$47,001.46		FY 2021
	$53.75	$53,642.50		
	$67.19	$88,556.42		
252	$40.31	$3,144.18		FY 2021
	$53.75	$4,461.25		
	$67.19	$6,114.29		
1775	$40.31	$23,258.87		FY 2021
	$53.75	$33,056.25		

	$67.19	$39,171.77		
1357	$40.31	$19,066.63		FY 2021
	$53.75	$21,446.25		
	$67.19	$32,587.15		
2649	$40.31	$30,796.84		FY 2021
	$53.75	$42,462.50		
	$67.19	$73,573.05		
1812	$40.31	$28,176.69		FY 2021
	$53.75	$30,100.00		
	$67.19	$37,156.07		
1727	$40.31	$21,646.47		FY 2021
	$53.75	$32,518.75		
	$67.19	$39,306.15		
1338	$40.31	$19,872.83		FY 2021
	$53.75	$27,788.75		
	$67.19	$22,038.32		
1640	$40.31	$23,944.14		FY 2021
	$53.75	$26,875.00		
	$67.19	$36,685.74		
1032	$40.31	$12,979.82		FY 2021
	$53.75	$18,382.50		
	$67.19	$24,725.92		
855	$40.31	$9,875.95		FY 2021
	$53.75	$16,232.50		
	$67.19	$20,694.52		
655	$40.31	$10,037.19		FY 2021
	$53.75	$10,212.50		
	$67.19	$14,513.04		
1329	$40.31	$18,945.70		FY 2021
	$53.75	$22,091.25		
	$67.19	$30,101.12		
210	$40.31	$2,620.15		FY 2021
	$53.75	$4,461.25		
	$67.19	$4,165.78		
457	$40.31	$7,094.56		FY 2021
	$53.75	$8,331.25		
	$67.19	$8,465.94		
122	$40.31	$1,894.57		FY 2021
	$53.75	$1,666.25		
	$67.19	$2,956.36		
1185	$40.31	$11,689.90		FY 2021
	$53.75	$19,565.00		
	$67.19	$35,677.89		
1467	$40.31	$17,937.95		FY 2021
	$53.75	$28,541.25		
	$67.19	$32,990.29		

5345	$40.31	$57,925.47		FY 2021
	$53.75	$112,660.00		
	$67.19	$121,748.28		
614	$40.31	$7,820.14		FY 2021
	$53.75	$9,513.75		
	$67.19	$16,327.17		
439	$40.31	$6,610.84		FY 2021
	$53.75	$8,546.25		
	$67.19	$7,794.04		
456	$40.31	$6,570.53		FY 2021
	$53.75	$9,191.25		
	$67.19	$8,197.18		
2108	$40.31	$25,637.16		FY 2021
	$53.75	$38,270.00		
	$67.19	$51,064.40		
1368	$40.31	$20,558.10		FY 2021
	$53.75	$25,800.00		
	$67.19	$25,397.82		
1787	$40.31	$20,275.93		FY 2021
	$53.75	$26,606.25		
	$67.19	$53,012.91		
329	$40.31	$5,441.85		FY 2021
	$53.75	$5,106.25		
	$67.19	$6,651.81		
487	$40.31	$7,094.56		FY 2021
	$53.75	$12,416.25		
	$67.19	$5,375.20		
129,580		**$ 7,000,299.08**	**$ 13,073.38**	

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
SUSAN OSBORNE • Assistant Secretary for County Operations for Human Services

May 7, 2021

Dear County Directors of Social Services

Attention: Energy Administrators, Managers & Supervisors

Subject: Low Income Energy Assistance Program (LIEAP) One-time Supplement

Priority: Information & Action

The purpose of this letter is to provide information regarding the one-time LIEAP supplement. The supplement will be calculated by a formula based on the household's previously approved LIEAP payment amount. NC FAST will send a system generated notice to the household informing them of the supplement and of the supplement amount. The **Energy One Time Supplement Report** will be available in NC FAST on **May 18, 2021**.

We know that does not leave a lot of time for the budgets to be approved and checks to be drafted and sent prior to the end of the month. Attached to this letter is a spreadsheet that identifies the total amount of money each county will be allocated. The report breaks the total amount down into the supplement amounts per category for each county. We are hoping that counties will be able to use this spreadsheet to amend your budgets. In addition, we are advising counties to use the **NFOMD023M** - **Energy Payment Request Detail Report** in NC FAST starting today to identify customers who have previously received a LIEAP payment so that you can proactively start the check writing process. **Once allocations are released in NC FAST on May 18th, counties can issue checks to the vendors for payment**.

To use the **NFOMD023M - Energy Payment Request Detail Report**:

- The **NFOMD023M - Energy Payment Request Detail Report** can be exported in an Excel sheet and printed out.
- This report contains information such Provider, Account Holder Name, Account Number, Benefit Amount, Fund Source, and Application Reference Number.
- **Note**: If a payment has not been created then the Payment Request Reference Number will **NOT** display on this report.
- Use the LIEAP amount the applicant was issued in comparison to these amounts below to determine the supplement amount the applicant will receive:
  - $300 benefit received = supplement will be $40.31
  - $400 benefit received = supplement will be $53.75
  - $500 benefit received = supplement will be $67.19

Attached is a screenshot of where to find the **NFOMD023M - Energy Payment Request Detail Report** in NC FAST**.**

On **May 18, 2021,** a new report in FAST Help titled **"Energy One Time Supplement Report"** will be available. The report will also be available in NC FAST under Energy Report titled "**NFOMD023P – Energy One Time Supplement Report**". This report can be used to compare information from the **NFOMD023M - Energy Payment Request Detail** to ensure correct payments. Both reports will list all households receiving the one time supplement.

If payments are not processed on your counties May service report, they will be deducted from your counties State Fiscal Year 2021-2022 allocations. Job aids regarding the one-time supplement are available in FAST Help titled Energy-Payment Requests and Check Recording Process.

If you have any questions, please contact Operational Support Team (OST) at DSS.Policy.Questions@dhhs.nc.gov

Sincerely,

Carla L West

Carla L. West, Senior Director for Economic Security
CLW/js

EFS-FNSEP-49-2021
Attachments (2)
NFOMD023M - Energy Payment Request Detail Report Screenshot
One Time Supplement Spreadsheet

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES • ECONOMIC AND FAMILY SERVICES

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603
MAILING ADDRESS: 2420 Mail Service Center, Raleigh, NC 27699-2420
www.ncdhhs.gov • TEL: 919-527-6300 • FAX: 919-334-1265

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Board of Commissioners
George R. Brown, Jr., Chairman
Archibald "Fred" McCoy, Vice Chairman
Jaqueline A. (Jackie) Newton
David A. Piepmeyer
J. David Williams, Jr.

County Manager
Chad McEwen

County Attorney
Carl W. "Trey" Thurman, III

PENDER COUNTY NC

PROCLAMATION

June 12 as Jean Beasley Day

WHEREAS, Pender County has a strong history of acknowledging residents who strengthen our community and who make an environmental and economic impact; and

WHEREAS, Jean Beasley has made a significant impact upon Pender County through her volunteer service as founder and director of the Karen Beasley Sea Turtle Rescue and Rehabilitation Center; and

WHEREAS, Jean Beasley has received numerous awards including the NC Wildlife Federation Governor's Award as the 2013 Conservationist of the Year, OCEANA Ocean Hero Award as the 2013 Ocean Hero, a 2014 Telly Award for "Aqua Kids Turtle Release, the Greater Topsail Area Chamber of Commerce 2017 Lifetime Achievement Award, the 2015 NC Coast Host Tourism Partner of the Year, the 2015 NC Visitor Attraction of the Year Award from the NC Travel Industry Association, the Visit NC Winner's Circle Award, and the International Sea Turtle Society's Lifetime Achievement Award in 2017; and

WHEREAS, under Jean Beasley's direction, the Karen Beasley Sea Turtle Rescue and Rehabilitation Center started with a kiddy pool in a garage with a turtle named Lucky and has grown to nurture and rehabilitate thousands of endangered sea turtles welcoming more than 60,000 visitors per year; and

WHEREAS, Jean Beasley has mentored hundreds of volunteers and student interns upon the importance of conservation; and has significantly impacted the quality of life for Pender County citizens and Pender County natural resources; and

WHEREAS, Jean Beasley has announced her retirement.

NOW, THEREFORE, the Pender County Board of Commissioners hereby proclaims June 12, 2021 as Jean Beasley Day.

Proclaimed this 7th day of June, 2021.

_____
George R. Brown, Jr. Chairman

ATTEST:_____
Nancy Avery, Interim Clerk to the Board

PO Box 5 – 805 S. Walker Street, Burgaw, NC 28425

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

MINUTES
Board of County Commissioners Meeting
Thursday, May 13, 2021 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: George Brown
Fred McCoy
Jacqueline A. Newton
David Piepmeyer
David Williams

MEMBERS ABSENT:

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

1 CALL TO ORDER

Chairman Brown called budget session # 3 to order at 4:12 pm. All members of the board were present and there was a quorum. The budget session was held in Hampstead in the County Annex facility.

2 OPEN DISCUSSION

County Manager McEwen stated this is the third and last budget meeting and all departments will have been covered.

County Attorney Thurman asked for a closed session after this meeting.

3 COOPERATIVE EXTENSION

Cooperative Extension Department Head Mark Seitz said:

- 4H programs were shut down last year because of Covid 19 and the relationship with University of North Carolina (UNCW) lost a lot of ground
- Part of the reason it was shut down was because he did not think children could handle anymore face-to-face in addition to school

- He reviewed his budget and is asking for one new staff person

County Manager McEwen explained that this department was not part of the salary study as it is dictated by the state.

4 PARKS AND RECREATION

Zach White, Department representative said:

- One main goal is to update the master plan which we hope to be done in December
- We are working to develop an adult recreation program with volleyball, kickball, pickle ball, etc.
- Want to make part time recreation coordinator full time as the person has been with the department six months

5 SOIL AND WATER CONSERVATION

Soil and water conservation representative Doug Rawls stated:

- We are continuing to trap beavers and have to date trapped 143 beavers

6 FORESTRY

Forestry Division Head Hagen Blake stated:

- Our budget request is 6% increase over current budget

7 PUBLIC BUILDINGS | GROUNDS & MAINTENANCE | VEHICLE MAINTENANCE

Assistant Manager Allen Vann stated:

- There were challenges this year
- Thanked staff for doubling up on work and keeping things running
- Right now we contract out custodial services and this proposed budget includes that
- Would like to bring that service in house as employees
- Cost to switch to in-house employees is additional $18,000
- Right now contractors are driving county vehicles which is a liability and the county already buys the supplies. Additional cost is salary and personnel only.

Commissioner Piepmeyer asked about the $174,000 in capital outlay for generators.
Assistant Manager Vann replied it is for two generators; one of which is for Burgaw Elementary school.

Consensus of Board: fund in-house custodian service

Commissioner Newton asked if there is money in the budget for planting trees? Manager McEwen answered no, not as such. We wanted to close out the courthouse project first.

8 BREAK

Chairman Brown called for break at 5:40 pm.
The meeting resumed at 6:07 pm.

9 EMERGENCY MANAGEMENT

Emergency Manager Tommy Batson said:

- His office has four personnel
- Two biggest things in budget are Emergency Operations Center (EOC) audio-visual system
- It is at the 10 year mark and there is capital expense of $125,000 to upgrade
- Pickup truck is at the end of its life and needs to be replaced
- We need to create staff shower for emergency staff
- Otherwise the rest of the budget is normal operating expenses

Commissioner Newton asked about the compensatory payout.
Mr. Batson said it is because he is now an exempt employee.

Commissioner Piepmeyer asked if the county owns the EOC facility.
Mr. Batson said no, there is a gentlemen's agreement with the Fire Department, but the county maintains the infrastructure, occupies 4 offices and maintains audio-visual equipment for EOC and conference room.

10 PENDER EMS & FIRE | FIRE DEPARTMENTS

Shiloh Fire Department Chief said he asked for extra $25,000, but the manager said no.

Penderlea Fire Department representative stated they put $30,000 in budget for 50/50 grant, but didn't get the grant. They spent $30,000 anyway for equipment using funds from the equipment budget.

Atkinson Fire Department Chief said the budget is pretty much the same as last year. We are asked for $25,000 for staffing to improve #the number of staff working. We are averaging 15-18 volunteers to do training.

Rocky Point Fire Chief stated their budget didn't change a whole lot. We came last year with our hands out and we are doing the same thing this year. We reduced insurance rating from 6.0 to 4.0 and need additional staffing to maintain the rating. We are anticipating a growth spurt that will bring hundreds of houses to the district which means more call volume. If take municipal fire departments out of the equation, Rocky Point is the next biggest. We responded to 597 calls last year. Many calls were EMS/first responders. All employees are part time and it is hard to find volunteers that can stick with all required training. From 7 – 9 am we would like to have 2 employees; from 9 am – 5 pm a total of 4 paid on roster; from 5 – 7 pm we would drop back to 2. Ours employees have full time careers with other fire departments and that presents challenges. Current tax rate is $0.875. He would like the board to agree to move it to 10 cents which brings in about $78,000. Pay is $10 - $12 an hours. It is hard to recruit new trained firefighters.
table now to budget.

Surf City Chief said the department is primarily funded by Town of Surf City with $246,000 from the county. We cover 43 square miles in the county and 4 square miles in town. We have 12 full time staff and 18 part time and a dozen volunteers. We are not asking for additional staff in budget.

Pender EMS and Fire Chief Woody Sullivan said we have 10,000 EMS calls and 2400 fire calls annually. Construction of station 9 was delayed because of Covid 19 and we have USDA approval. We received $4.3 million in grants last year plus some CARES act money and SAFE act funds. Budget stayed flat last year because of concerns about Covid 19. He is budgeting funds to bring salaries where they need to be to retain employees. He is not asking for a fire tax increase. There is a lot of turnover in fire fighters. Salary is not competitive.

11 COUNTY MANAGER | GOVERNING BODY | ATTORNEY SERVICES |OUTSIDE AGENCIES | COURTS | REVENUE

County manager McEwen said:

- The only change is the salary study implementation
- For the Governing Body the only substantive changes is the addition of the 457
- The attorney budget is flat line. We have discussed a possible in-house legal department in the future.
- Outside agencies:
  No funding allocated for Atkinson library because they didn't request it
  Same for the Pender County museum
- Policy is if not asked by an outside agency, it isn't budgeted
- No increase requested by District Attorney
- Capital outlay budget is $1.6 million for land

- Merit pool is $500,000 which is based on 2% of total salaries
- Based on evaluation and employee must go above and beyond

Board consensus:

- Add $4,500 for WOW
- Don't line item Outside agencies

12 FINANCE | DEBT SERVICE | NON-DEPARTMENTAL| TRANSFERS/OTHER

Finance Officer Blue said she is asking for two new positions; one for for internal audit and to reconcile benefits and one as asset manager at cost of $150,000.

13 CLOSED SESSION

Commissioner Williams motioned to go into closed session at 8:23 pm as per N.C.G.S 143-318.11(3) for consultation with the attorney. Seconded by Commissioner McCoy. Unanimously approved.

14 WRAP UP DISCUSSION

Commissioner Williams motioned to return to open session at 8:44 pm. Seconded by Commissioner Piepmeyer and unanimously approved.

Commissioner Williams motioned to adjourn at 8:44pm. Seconded by Commissioner Piepmeyer and unanimously approved.

MINUTES
Board of County Commissioners Meeting
Monday, May 10, 2021 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: George Brown
Fred McCoy
Jacqueline A. Newton
David Piepmeyer
David Williams

MEMBERS ABSENT:

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

1 CALL TO ORDER

Chairman Brown called budget session # 2 to order at 4 pm. A quorum of the board was present.

2 ELECTIONS

Department Head Susan Williams deferred to County Manager McEwen who stated:

- Recommended budget is higher than requested
- Budget fluctuates based on whether it is during an election year or not
- Largest increase was in postage for mailings to voters for better educational outreach

Commissioner Newton asked why $11,000 was recommended for training instead of $18,000 requested.

Manager McEwen responded that since even thought we are coming out of pandemic there is still a lack of opening for off site training.

3 TAX ADMINISTRATION

Tax Department Head Justian Pound said:

- Current year collection rate is 93% for this fiscal year
- There is one more round of collection strategies to do
- Delinquent notices coming out soon in the newspaper
- Hoping to increase tax collection rate to 96%
- Purchase for public portal to view tax cards is included in this budget to bring a lot of transparency
- Loss of two extra positions made it less feasible to open off-site location in Hampstead
- There is office space available but the biggest issue is money protocols and collection of cash
- Trying not to add additional work load to staff that is not associated with taxes in trying to answer questions.

Commissioner Newton asked why did you do away with advertising budget.
Mr. Pound replied that it was moved to attorney and legal fees budget because notices are legally required.

Commissioner Piepmeyer asked if salary increases are due to salary study.
Manager McEwen responded yes.

Commissioner Piepmeyer asked why is there underspending on training? Are you doing cross training in office?
Mr. Pound said because of Covid 19, the Department Of Resources put hold on a lot of training last year. It will move to on-line this next year.

4 REGISTER OF DEEDS

Department Head Sharon Willoughby stated:

- Budget is just like last year, except for computer upgrade from desk tops to laptops
- Renovations are about 95% complete
- Requests for passports has not decreased during pandemic
- We only stopped issuing them because NC State shut down accepting applications

Commissioner Newton asked why the conveyance tax is going up so much.
Finance Department Head Blue replied it was based on percentage of revenue collected

Commissioner Piepmeyer asked how many staff are in the office?
Ms. Willoughby responded it depends on passports and we are slammed. There is no space really for additional staff.

5 PENDER COUNTY SCHOOLS

Dr. Steven Hill handed out a presentation. Highlights are:

- 18 schools, 6 preK sites, PreK – grade 13 with enrollment of 9,857 students
- Received accolades from NC Department of Trust in how they handled Covid 19
- Growing tremendously in general population at 21 percent. Pender is tied with Mecklenburg county
- Growth is younger families with children, not retirees
- There is an increase in military presence
- Teacher retainage percentage is increasing since the supplement 2019-2020 at 12.9 percent
- Want to purchase pod with six rooms to launch mental health aspect. This provides a location where students can receive education and mental health assistance. It will combine with the STAR program to help deal with suicide, depression, anxiety etc.
- They are now taking money from public schools to help fund Charter schools
- We lose students but still have to fund a slot. Competing state legislation is causing problems.

Commissioner Piepmeyer said the county budgeted $22 million last year or about $2300 per student. The highest percent of tax revenue goes to the schools. He asked how much funding was received from state and federal government last year.
Dr. Hill answered $900 per student for all.

Board Consensus – want to see trend for federal and state funding over last 10 years.

6 BREAK

Chairman Brown called for a break at 6:01 pm and resumed the meeting at 6:28 pm.

7 HEALTH | DSS

DSS Manager Wes Stuart stated:

- Tried to be conscious about expenditures
- Made some reduction in foster care line by $1 million
- Numbers have been going down probably some due to Covid
- We are doing better job of keeping families together
- That’s the biggest cost savings for DSS
- Increase in budget is related to IT disbursed costs

- There is $50,000 budgeted to automate Laserfiche to track when a report was called in, how long it took to respond, reminders to workers, etc. instead of using excel spreadsheets
- Also asking for increase for four new cars to replace current ones
- Recommended and requested amounts are close, any increase is due to salary study
- Doing better with retention of staff with less turnover

Chairman Brown thanked Mr. Stuart for the great job he is doing.

Health Department Head Carolyn Moser said:

- Before salary study added to budget, the initial request was $107,000 less than last year
- We have been able to earn more revenue with use of Covid carryover money
- There have been additional revenues in Medicaid, 4 percent more because of Covid
- Salary study plus fringe is $184,000
- Short 2 nurses right now. We get applicants but they refuse because of the pay
- We have lost two new nutritionists
- Cost settlement funds $4.5 million for new building
- Due to receive $650,000 also
- Manager cut budget and took $650,000 from cost settlement. We want to leave it there
- We are returning more than enough but cost settlement money is being taken away
- Estimating $22 million for a new building. Some costs can be funded through DSS

8 ITS

Department Head Erik Harvey stated

- Project accomplished this year is that service desk is up and running to do better on project management.
- This was put in place in March. It is much better tool that can track tickets and who assigned to. Previous method was through phone calls. Technicians are now also able to report how long the job is taking. Would be comfortable with reporting after accumulating a year's information.

9 SHERIFF | JAIL | ANIMAL CONTROL

Sheriff Cutler stated:

- Appreciates the salary study and 100% supports it because it will be beneficial for morale and retention
- We have 100 budgeted positions and probably 10% openings
- Process of replacing passenger cars with SUVs for patrols
- Last staff increase in 911 center was 2007
- Average 105,901 calls year over past 5 years
- Also answer municipalities phone lines after hours, weekends, holidays etc. with no funding
- He plans to meet with them to discuss this

Commissioner Piepmeyer asked if he knows by municipality the cost for these services. If not, it would be good to have before he starts the conversations.

Sheriff Cutler said:

- He has four telecommunicators working each shift, including supervisor on day shift
- Response time is:
  Area 1 – 20:35 minutes
  Area 2 – 21.42 minutes
  Area 3 – 24.59 minutes
  Area 4 – 17.24 minutes
  Area 5 – 17:30 minutes
- The jail operates with three detention officers on duty at a time
- During the day, shifts may have four
- They can't leave posts so there is no one to assist if an altercation happens which makes Burgaw Police Department as first response
- Rapidly growing county and sheriff's office staffing has not grown to keep up
- Future costs may be impacted by legislation and need to update emergency equipment that is outdated
- We need at least 30 more cameras to equip all officers
- Each officer is assigned a camera
- Asking for additional staff of four telecommunicators and 2 full time supervisors needed in 911
- There are only dispatchers at night and we need a supervisor for staff to go to at night
- For the 911 center to maintain service and law enforcement, the console needs to be split for two dispatch channels
- State pays for 911 equipment, not salaries but will reimburse for training
- No additional staff since 2004
- Increase in calendared court sessions of 43.15%
- 29.41% over past 5 years and 85% since 2004
- Have three dedicated baliff positions

- Three people can't cover, so having to off set need for more by using courthouse security
- Should be two baliffs in courtroom

Chairman Brown asked what positions were requested.
County Manager responded six positions; four telecommunicators and 2 shift leaders. He recommended two telecommunicator positions and one shift leader. There are four supervisors on day shift now and he does not think that is necessary. Asked sheriff to consider putting one shift leader on night shift because he did not think there was huge enough spike in last year to warrant six positions.

Chief Deputy Collier explained:

- There are 12 positions for courthouse security to cover all courtrooms and courthouses we are having to cover
- Asking for sworn officer to handle the Juris Link
- Requesting one additional baliff
- Not requesting any additional staff for security
- Requesting new position for CSI /General Investigator. This was recommended by the manager.
- There are five areas for patrol and each deputy is responsible for 10,510 citizens. This does not include tourists
- Laundry position would be civilian position
- Have discussed making Animal Control sworn positions as openings become available to provide more flexibility for the calls they can handle if position is sworn officer. Better for back up needs.

Commissioner comments:
Commissioner Piepmeyer asked how much it would cost for the 12 positions requested.
Finance Officer Blue answered $900,000.

Commissioner Williams asked if it is mandated when body cams must be on.
Sheriff answered yes, we require it. It has been a learning process and there have been some disciplinary actions.

Commissioner Newton asked if there is there a way to activate cameras remotely, maybe from dispatch.
Sheriff Cutler replied no, but our equipment engages if the blue light, taser or single side arm is deployed.

Chairman Brown asked if he is asking for patrol officers. How many new employees is he requesting.

County Manager McEwen responded the Sheriff is asking for 12 new employees and he recommend four.

Commissioner Piepmeyer asked what the financial impact would be to add two more. He would like to meet Sheriff half way with six new positions. Like to consider giving the Sheriff $450,000 more and let him allocate as he sees fit.

Commissioner Williams says he thinks he hears a consensus to give six of the requested positions, rather than four.

Chairman Brown said he is okay with having that discussion but he wants further conversation.

Commissioner Newton asked is there any grant money or state contribution that could be used if county paid for 911 equipment?
The Sheriff replied that grant money is available for School Resource officers and bullet proof vests, radio equipment.

Commissioner McCoy stated he wants to see bottom line. He wants to do as much as we can for Sheriff's department, but wants to see bottom line impact.

Sheriff asked County Manager McEwen to talk about the jail project.
Manager McEwen said we may need to hire someone to help with USDA funding process. We will need to have architectural drawings and need the Board to say up or down. We have spent $25 – 30,000 on due process. We got the land for free. The Request for Qualifications (RFQ) for design services is prepared. The Board needs to oaky submittal. It was talked about in retreat but there has been no formal vote.

Commissioner Williams said we are at the point where we need to spend money or stop talking about it.
Commissioner Newton said she is ready to commit.

Chairman Brown said he wanted to wait on this decision until budget process finished because there are other requests that we need to prioritize. He agrees we need to move forward on the jail but needs to know where money is coming from.

Finance Officer Blue said $1.4 million has been set aside.

10 WRAP UP DISCUSSION

Moved by David Piepmeyer, seconded by Jacqueline A. Newton

Adjourn 8:31 pm

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

MINUTES
Board of County Commissioners Meeting
Thursday, April 29, 2021 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: George Brown
Fred McCoy
Jacqueline A. Newton
David Piepmeyer
David Williams

MEMBERS ABSENT:

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

1 CALL TO ORDER

2 OPEN DISCUSSION - McEwen/Blue

4:00 PM
Chairman Brown called the budget session to order at 4 pm.
Board members in attendance: Chairman George Brown, and Commissioners Fred McCoy and Jackie Newton
Board members absent: Commissioners David Piepmeyer and David Williams.
Staff in attendance: County Manager Chad McEwen, Assistant Managers Allen Vann and Doug Shipley, Interim Clerk Nancy Avery, Department Heads Tammy Proctor, Roy Horne, Travis Henley, Allen Phillips-Bell, Sue Sava, Jennifer Kimler, Kenny Keel and Meg Blue.

3 TOURISM - Tammy Proctor

Department Head for Tourism Tammy Proctor stated:

- Pender County tourism has huge outreach
- Tourism creates jobs – about 850

- Tourism increases tax base
- Her department does marketing and public relations for the county
- It brings programs to enhance living in county
- A successful programs are shop local as a 'Pender spender' and 'beach week' which takes advantage of traffic to push visitors inland once they are sunburned. Provides information on other things they can do.
- Fall and spring campaigns for Southern Living blew postage budget
- Folks are looking for a place that is safe and not crowded
- The department has done well for it being a Covid year
- Last year's budget was cut by $30,000. In fact two beach towns closed during pandemic,

Questions from the Board:
Why is the training budget increased?
Answer – additional training for staff and attendance at conferences

Why increase in promotions?
Answer – we are having a media mission where we host travel writers to get them into the area

Ms. Proctor introduced the members of the Tourism Board

4 VETERANS AFFAIRS - Roy Horne

Veterans Affairs Department Head Roy Horne stated:

- Budget is very similar to past budgets with a few minor variations
- Original budget was flat with no increases but IT added some expenses for new computers $6,055
- The manager said it is cost allocation. Before it was all under IT's budget and this budget shows cost for each department
- Travel budget is less than he asked for. He wanted $4,100 but the proposed budget is only $2100

Manager McEwen stated that if it turns out he needs more training funds, he will transfer it from manager's budget

5 PLANNING | INSPECTIONS - Travis Henley

Planning and Inspections Department Head Travis Henley reported:
Inspections

- Growing quickly over past year even with Covid
- Since July 1, 2020, the department issued 612 residential building permits at $208.5 million valuation. Most since January 1st of this year. Approximately 73 a month this year.
- Turnaround time is average 14 business days for residential. He wants to get thatdown to 10 or less days

- Department has seven inspector positions
- Not requesting any new positions
- No major increases in proposed budget

Planning

- Similar to current year's budget with focus on in-house modernization of department and allocation of responsibilities
- Big change is inclusion of new vehicle cost

6 LIBRARY - Allen Phillips-Bell

Library Department Head Allen Phillips-Bell stated:

- Starting outdoor story time next week .This is the first program we have been able to do since pandemic.
- Goal is to keep expenses steady year to year with input from library board and staff and public
- Areas of substantial increases are salary study and computer replacement schedule
- Any increase in line items has corresponding decrease in another line item
- There is increase for temporary staff wages. There is now a step system for increase based on length of service proposed in salary study

7 HOUSING - Sue Sava

Housing Department Head Sue Sava stated:

- Country Court flooded during Florence and we spent this year trying to get it back up and operating
- Instituted a rate increase of $25 and it is paying for itself
- Increase in admin fees from $9,863 to $10,189 from HUD
- Scheduled for one laptop to be replaced
- Eliminated HQS inspector position because maintenance is training and will take over
- She requested another ½ position staff and manager told her no.

Board comments:

Commissioner Newton asked if the savings for elimination of HQS inspector could be used for this ½ position.

Manager McEwen replied yes, but there are things he will discuss with the Board in closed session about his reasoning

8 BREAK

The Chairman called for a break at 6:20 pm.

The meeting resumed at 6:47 pm.

9 HUMAN RESOURCES | INSURANCE - Jennifer Kimler

Human Resources Department Head Jennifer Kimler explained:

- Providing Board with turnover rate information as requested
- Onboarded 320 employees this past year.
- There were 113 voluntary separations and twelve retirements and/or deaths
- FMLA cases spiked to 120.
- There were 56 workers compensation cases, up from 37 last year. Twelve to fifteen were Covid related
- Working on developing supervisor orientation. She has procedures but wants to start training in person with supervisors
- Engaged with employee retention. The department just released a satisfaction survey.
- No new positions requested and no major outstanding changes requested.
- We bundled employee assistance program which helped reduce cost
- Retirement rates went up from 10.21 to 11.4 % for non LEO (police) and from 10.84 to 12.0% for police personnel
- State Health Plan rates went up from $6,236 annually per employee to $6,326
- Started the 457b plan through Prudential which is retirement for governmental entities for elected officials
- Workers comp rates decreased by 5%
- P&L rates will increase by 10%

10 UTILITIES | SOLID WASTE - Kenny keel

Utilities Department Head Kenny Keel said:

- Factory road water project is $500,000
- Upgrade of water plant and installation of new pump to grow western part of county will cost $586,000 and would basically double capacity
- Working on deploying sensors in water basin in treatment center to identify and alert when changes in chemicals to fix problem immediately
- Putting money towards changing out older meters with remote reading
- Working on meter replacement for new accounts, new development, problem accounts
- Requesting three new positions; two in utilities, and one in solid waste

Commissioner Newton stated she wants water lines in the western part of the county.

11 WRAP UP DISCUSSION

Chairman Brown adjourned the budget session at 7:48 pm.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	June 21, 2021
SUBJECT:	Update on the "Assessing Aquatic Activity in the Black River" Project and Consideration of Memorandum of Understanding for Phase 2

SUMMARY:
Cape Fear Resource Conservation & Development (CFRC&D) and Pender County have been collaborating on a project to increase aquatic connectivity and drainage in the Black River basin since 2017. Phase 1 of this project involved Moffatt & Nichol surveying and analyzing 200 culverts in Pender and Bladen Counties. Using a Barrier Prioritization Tool (BPT) scoring methodology, each culvert was assigned a SARP (Southeast Aquatic Resources Partnership) score. This scoring practice established a level of severity for the identified barriers to aquatic movement and water flow. Five sites were selected and prioritized for more detailed analysis and conceptual design. Using data collected from those five sites, two culverts have been selected for remediation, one in Pender County and one in Bladen County.

Phase 2 of this project involves data collection on the culverts to be remediated, as well as final engineering design and permitting for the project's implementation. The majority of funding for Phase 2 comes from a $500,000 grant from the National Fish and Wildlife Foundation. Remediation of these culverts will increase drainage and flood capacity for the Black River basin, as well as restore aquatic connectivity for fish and wildlife habitat.

ACTION REQUESTED:
Approval of Memorandum of Understanding between Pender County and Cape Fear Resource Conservation & Development

ATTACHMENTS:
1. Phase 2 Scope of Work
2. Phase 2 Draft MOU
3. Conceptual Design of the Five High Priority Culverts
4. Phase 1 MOU

Cape Fear Resource Conservation & Development
Enhancing Aquatic Connectivity Resiliency and Flood Capacity in the Black River Watershed
Scope of Work

Cape Fear Resource Conservation & Development (CFRC&D) intends to design and replace up to two culverts and restore up to two miles of stream channel in the Black River Basin. Improving stream connectivity through the replacement of two culverts will increase access to historic migratory fish habitat and will enhance flooding resiliency in many rural communities in the Black River watershed.

CFRC&D in partnership with Southeast Aquatic Resources Partnership (SARP) and Moffatt & Nichol (M&N) surveyed 200 culverts in both Bladen and Pender Counties and identified the most severe barriers to aquatic connectivity using the SARP Barrier Prioritization tool. Five of the most severe barriers were selected for detailed analysis to be performed by hydraulic engineers at M&N. Two of those barriers were selected for replacement based on that analysis. Funding from the National Fish and Wildlife Foundation has been received for one barrier replacement or culvert retrofit in the amount of $500,000.

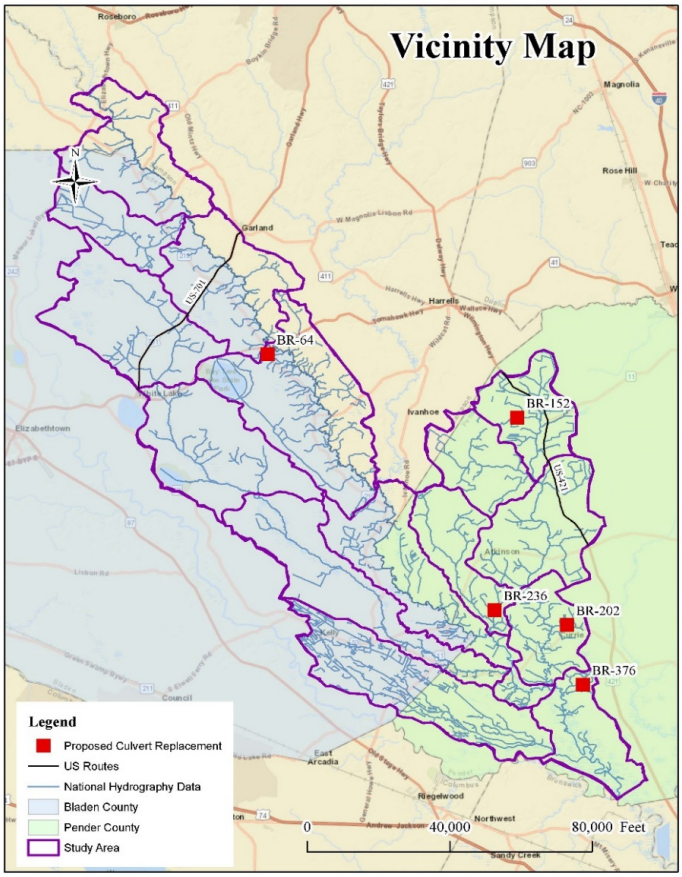


Figure 1. Locations of the barriers that were analyzed for replacement potential.

M&N appreciates the opportunity to assist CFRC&D with design and replacement efforts up to one culvert in the Black River watershed. The tasks necessary to complete the work include grant match evaluation support, surveying, utility coordination roadway design, drainage design, pavement design, structural design, hydrology and hydraulic modeling and design, geotechnical investigation, subsurface investigations, traffic control plans, erosion control design, stream/wetland delineation, environmental permits, FEMA coordination, right-of-way acquisition, preparation of plans, specifications, and cost estimates (PS&E), bid documents, and construction management. For reference, the paragraphs below provide a description of each task. **The total proposal cost for the efforts equals $130,919.**

ENHANCING AQUATIC CONNECTIVITY RESILIENCY AND FLOOD CAPCITY IN THE BLACK RIVER WATERSHED

TASK 1 – Pre-Design, Review & Data Collection/Evaluation

The culvert to be remediated will be chosen based on results from the 200 previously surveyed culverts using the SARP Stream Crossing Survey protocol completed in 2019. M&N will facilitate a remote kickoff meeting with stakeholders including but not limited to CFRC&D, NCDOT, Pender & Bladen County planning staff and federal and state resource agencies.

M&N will obtain available existing data at the culvert crossing. This data could include, but is not limited to LIDAR, FEMA models, existing GIS data, as-built drawings, utility records, property records, and maintenance records. M&N will perform surveying services, field reconnaissance, geotechnical services, and hydrology and hydraulic modeling services to fully evaluate alternative culvert approaches.

M&N will employ two (2) subconsultants to perform geotechnical surveys and hydraulic and topographic field surveys to obtain existing condition information for the design. WithersRavenel (WR) will perform survey services to provide M&N with a physical hydraulic and topographic field survey with MicroStation mapping of the proposed site. CATLIN Engineers and Scientists will perform survey services to provide M&N with geotechnical results for the proposed site.

Hydraulic and Topographic Survey with Mapping includes:

- WR proposed to provide a physical hydraulic, topographic/existing conditions survey of the proposed site (with +/- 200-foot radius around site).
- All survey items will be mapped in NAD 1983 (2011 Adjustment) NC 3200 Grid coordinates and NAVD 1988 Elevations.
- Mapping will be produced using Locations & Survey workspace parameters in MicroStation platform, creating a DGN drawing file, a surface TIN, and a DTM for the site, which will be mapped on a suitable 25 by 36-inch sheet size at an appropriate scale and be signed and sealed by a NC Professional Land Surveyor.
- Boundary and property record information will be researched and will be reconned for inclusion in the mapping, if found in the field.

The cost of the hydraulic and topographic surveys by WithersRavenel is $8,225.00.

Geotechnical Survey includes:

- Two (2) SPT borings to 20 feet below land surface (BLS) with SPT at two (2) foot intervals to 10 feet BLS then five (5) foot intervals to termination.
- One (1) roundtrip for 24-hour depth to water measurement and boring abandonment per NCAC 2L Standards.
- One (1) day of traffic control.
- Borehole location surveys with RTK GPS at 1ft. horizontal and 0.1ft. vertical accuracy.
- NC1CALL utility location.
- Six (6) USCS Soil Classification Laboratory Analysis and two (2) organic content analyses.
- Site Plan, Geologic Profile, and Geotechnical Report.

The cost of the geotechnical surveys by CATLIN is $10,657.25.

The Fixed Lump Sum Cost for Task 1- Pre-Design, Review & Data Collection/Evaluation is: $52,149

TASK 2 – Final Design & Permitting

M&N will complete the final design and the construction bid package. The plans and specifications will include general civil specifications and details as required by the local jurisdiction. M&N envisions that three separate submittals will be completed within the design process including a 60% submittal, a 90% submittal and the final bid package. These phased submittals will allow stakeholders to review at various stages and M&N to incorporate stakeholders' comments and direction within the design. The easement plats will be included in the 60% submittal for right-of-way acquisition (if any is required). M&N will develop an opinion of probable cost, which will include design and construction cost.

M&N will identify, evaluate, and delineate any jurisdictional stream and/or wetland boundaries within the project area based on methods established by the United States Army Corps of Engineers (USACE). M&N will coordinate and obtain the permits from USACE and NC Department of Environmental Quality. M&N will obtain the FEMA No Rise/CLOMR/LOMR approval, if required. CFRC&D will be responsible for the required permitting/submittal fees. For culvert replacement projects that take place within Pender County that involve crossings of waters classified under the N.C. Coastal Area Management Act (CAMA) as Coastal Wetlands (15A NCAC 07H.0205), Estuarine Waters (15A NCAC 07H.0206), and/or Public Trust Waters (15A NCAC 07H.0207), CAMA General Permit 2300 (15A NCAC 07H.2300) is likely to apply. This General Permit applies to culvert and bridge replacements where the total area of open water and wetlands to be excavated or filled does not exceed a total of 2,500 square feet, with the exception that the Coastal Wetland component shall not exceed 750 square feet. The N.C. Division of Coastal Management (contact Stephen Lane at 252 808-2808) is the agency responsible for issuing these GP's.

In addition to CAMA General Permit 2300, authorizations for culvert replacements within both Bladen and Pender Counties will likely require Section 404 (Clean Water Act) and Section 10 (Rivers and Harbors Act) authorizations from the U.S. Army Corps of Engineers (USACE) – Wilmington District, and Section 401 (Clean Water Act) certification the N.C. Division of Water Resources (NCDWR). The USACE has a Regional General Permit (RGP 198200031) for NCDOT construction, maintenance, and bridge repair projects, provided that the permanent impacts resulting in a loss of waters of the U.S. will be less than or equal to 500 linear feet of stream and/or one acre of wetland/non-tidal open water area. The NCDWR has

an associated 401 Water Quality Certification (GC 4135). The USACE-Wilmington contact is Brad Shaver (910 251-4611) and the NCDWR contact is Joanne Steinhaus (910 796-7306).

The Fixed Lump Sum Cost for Task 2 – Final Design & Permitting is: $39,652

TASK 3 - Construction Preparation & Oversight

M&N will coordinate with private and public utilities and develop items as required for the implementation of the selected alternative. The Utility owners will be responsible for the design and construction cost of repairs to their systems. If required, SUE surveys will be performed during final design to locate any buried utilities.

If required, M&N will assist the local jurisdiction in acquiring the right-of-way and / or easements required for the subject project. If needed, M&N can add ROW acquisition subconsultant to perform parts of this work if requested.

M&N will assist during the bidding/construction award phase of the project. M&N will provide a set of reproducible plans, specifications, and contract documents. M&N will also attend a pre-bid meeting and will include time to answer bidding contractors' questions, providing addendums (if needed), and helping to evaluate bids and providing recommendations concerning the contract award.

Once the construction contract has been awarded, M&N can provide limited construction administration services for the project. M&N expects that construction administration services will consist of meetings with the contractor to resolve issues, review/processing of submittals/shop drawings/change orders, and answer contractor questions as they arise, and field inspections and reports.

The Fixed Lump Sum Cost for Task 3 – Construction Preparation & Oversight is: $39,118

For reference, the list below provides a summary of the proposed cost described above.

Summary of Tasks	
Task 1 – Pre-Design, Review & Data Collection/Evaluation	$ 52,149
Task 2 – Final Design & Permitting	$ 39,652
Task 3 – Construction Preparation & Oversight	$ 39,118
TOTAL	**$130,919**

The above proposal is offered to assist CFRC&D with the design and replacement process of restoring one culvert or stream crossing in the Black River basin. M&N appreciates the opportunity to assist CFRC&D with this effort and would be happy to discuss the proposed efforts or provide additional information regarding our understanding of the project upon request.

MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT
FOR SERVICES
Between
Cape Fear Resource Conservation and Development, Inc.
And
Pender County, NC, Government

This Agreement is entered into as of May 2021, between Cape Fear Resource Conservation and Development, Inc. hereinafter referred to as "CFRCD" and Pender County, NC Government hereinafter referred to as the "County".

I. Purpose:
Both the County and CFRCD are to collaborate on "Assessing Aquatic Activity in the Black River, Phase II Project" hereinafter referred to as "Project".

- The National Fish and Wildlife Foundation, hereinafter referred to as "NFWF", has awarded CFRCD a total of $500,000, which will be coming to CFRCD to support this project. CFRCD and the County are entering into this agreement in support of implementing the following grant in support of the Assessing Aquatic Activity in the Black River project, Phase II.
    - $500,000 – National Fish and Wildlife Foundation
    - Additional funding is actively being sought to be utilized for completion of the project

II. **Benefits of Participation:** Implementation of this agreement will assist CFRCD and the County to protect and support conservation of the Black River Watershed including effective aquatic connectivity, decreased flooding, and improved fish passage. It will also increase the capacity of CFRCD to continue seeking grant funding and corporate investments and sponsorships bringing greater awareness to the conservation needs of the Black River Watershed.

III. **Responsibilities:**

A. **CFRCD agrees to:**

1. Complete the fiscal management for the Grants listed in Section 1. This includes submitting necessary financial reports, tracking match dollars, paying all bills associated with the project that are covered by the grants, and other requirements related to the grants.

2. Appoint a project coordinator to ensure that the deliverables for each of the grants are met.

3. Enter into additional contracts with other entities to complete project deliverables. Examples include contracting with various consulting companies to complete evaluation of culverts and general aquatic accessibility throughout the Black River Watershed as well as engaging with Subject Matter Expert engineers to move forward on "shovel-ready" projects to improve the aquatic accessibility throughout the Black River Watershed.

4. Provide the County Manager and project steering committee with project and financial updates.

5. Designate the following as the liaison between CFRCD and the County
   Danielle Darkangelo – Executive Director
   Cape Fear Resource Conservation and Development
   15060 Highway 17 N
   Hampstead, NC 28443
   919-607-9996 (Cell)
   danielle.darkangelo@gmail.com (Email)

B. **The County Agrees to:**
   1. In-Kind support such as staff support and GIS use and availability
   2. $9,000 contribution through FY 21/22 funds designated through CFRCD dues in the form of time and efforts
   3. Designate the following as the liaison between the County and CFRCD:
      Chad McEwen his designee
      Pender County Manager
      805 S Walker Street
      Burgaw, NC 28425
      910-259-1200 (phone)
      cmcewen@pendercountync.gov

IV. **It is Mutually Agreed**
   A. Disputes and Conflict of Interest:
      1. In case of disagreements, differences, or other concerns, the liaisons will work to resolve these issues. If they are unable to resolve the differences, the County Commission Chairperson and President of CFRCD will be informed and brought into the process.
      2. If a resolution is not achieved, either party may request and be granted consultation from a mediator selected and agreed to upon by both parties. If mediation is unsuccessful the parties may agree to enter arbitration. The decision of the arbitrators will be final and binding upon both CFRCD and the County.
      3. Should a potential conflict of interest arise between CFRCD and the County during the tenure of this agreement, the liaisons will immediately discuss the conflict.
   B. This agreement may be amended in writing by mutual consent of the parties to this agreement.
   C. The entire agreement between the County and CFRCD is contained within this document and its appendices.

In Witness Whereof, the parties hereto have executed this agreement as of the day, month and year first written above:

By:_____ By:_____

Gary Lanier - President
CFRCD Board

George Brown – Chair
Pender County Commissioners

Appendix C
Conceptual Design of 5 High Priority Culverts

Introduction

The proposed culvert replacements will support the Black River Aquatic Connectivity Assessment. The retrofit or replacement of these structures will improve biological and aquatic connection between the upstream and downstream of the existing stream crossings where this connection has been broken due to various reasons like extensive scour at the downstream end causing the culvert to be perched well above the normal water surface which inhibits the free passage of aquatic organisms under normal flow conditions or the structures being possibly built at improper outlet invert elevations. The existing crossings were assessed and assigned a SARP (Southeast Aquatic Resources Partnership) score by using a Barrier Prioritization Tool (BPT). This scoring and field visit established a level of severity for the identified barriers. Field data from the entire set of crossings were reviewed. SARP scores were analyzed and 10 locations were identified based on status as moderate, significant, or severe barriers in locations that had significant sections of stream upstream. Five of these culverts were selected for more detailed analysis and conceptual design. These five locations, along with their SARP scores, are shown in Table I.

Site	*SARP Score*	*Barrier Type*	*Latitude*	*Longitude*
152	0.46	Moderate	34.63770	-78.13776
376	0.47	Moderate	34.42688	-78.07896
64	0.22	Significant	34.68921	-78.37003
236	0.19	Severe	34.48575	-78.16040
202	0.08	Severe	34.47356	-78.09328

Table I: Culvert Ratings of Five Culverts Identified for Conceptual Design

USGS Streamstats (USGS Streamstats, 2019) was used to calculate the catchment area at the existing crossings. However, to account for future development, 5% of the total catchment area was assumed to be impervious. The hydrology for this area was determined by the USGS Regression equations which were fitted to the Hydrologic Region 4 according to USGS SIR 2014:5030 (USGS, 2014). Table II includes the catchment area as well as the computed flows and stream length upstream of the crossing. 'HY-8' is a program from the Federal Highways Administration used for culvert design and analysis. Existing and proposed scenarios were modeled in HY-8 to satisfy the NCDOT criteria as well as to facilitate adequate passage for various biological and aquatic organisms known to be present in the watershed. These results are displayed as a comparison in Table III, followed by, Table IV, which exhibits a preliminary cost estimate for each of these culvert replacements.

Topographic information (QL2 LiDAR) was downloaded from the North Carolina's Spatial Data Download website (DPS, 2018) and processed in ArcMap using Spatial Analysis tools. The processed topography was used to identify the elevation for the roadway centerline and roadway crown and to evaluate the channels just upstream and downstream from the culvert. A proposed replacement culvert was conservatively sized using future flow conditions. Table III shows the existing and proposed culvert sizes along with the respective headwater elevations. The NCDOT sizing criteria states that the culverts are to be designed based on the level of service the road crossing is located at and FEMA states the proposed headwater from a 100-year storm shall not be higher than the existing 100-year headwater.

Site	Catchment Area (Sq. Miles)	Existing Impervious Area (%)	Proposed Impervious Area (%)	Q10 (cfs)	Q25 (cfs)	Q100 (cfs)	Miles of re-established Stream Connection
152	2.67	0.03	5.0	394	561	857	1.99
376	0.69	0.76	5.0	192	272	411	2.33
64	0.18	0.00	5.0	79	107	152	0.60
236	1.78	0.22	5.0	349	482	708	3.16
202	0.39	0.30	5.0	145	242	289	1.05

Table II: Hydrologic Parameter, Estimated Flow Rates and Stream Lengths for Culverts Selected for Conceptual Design.

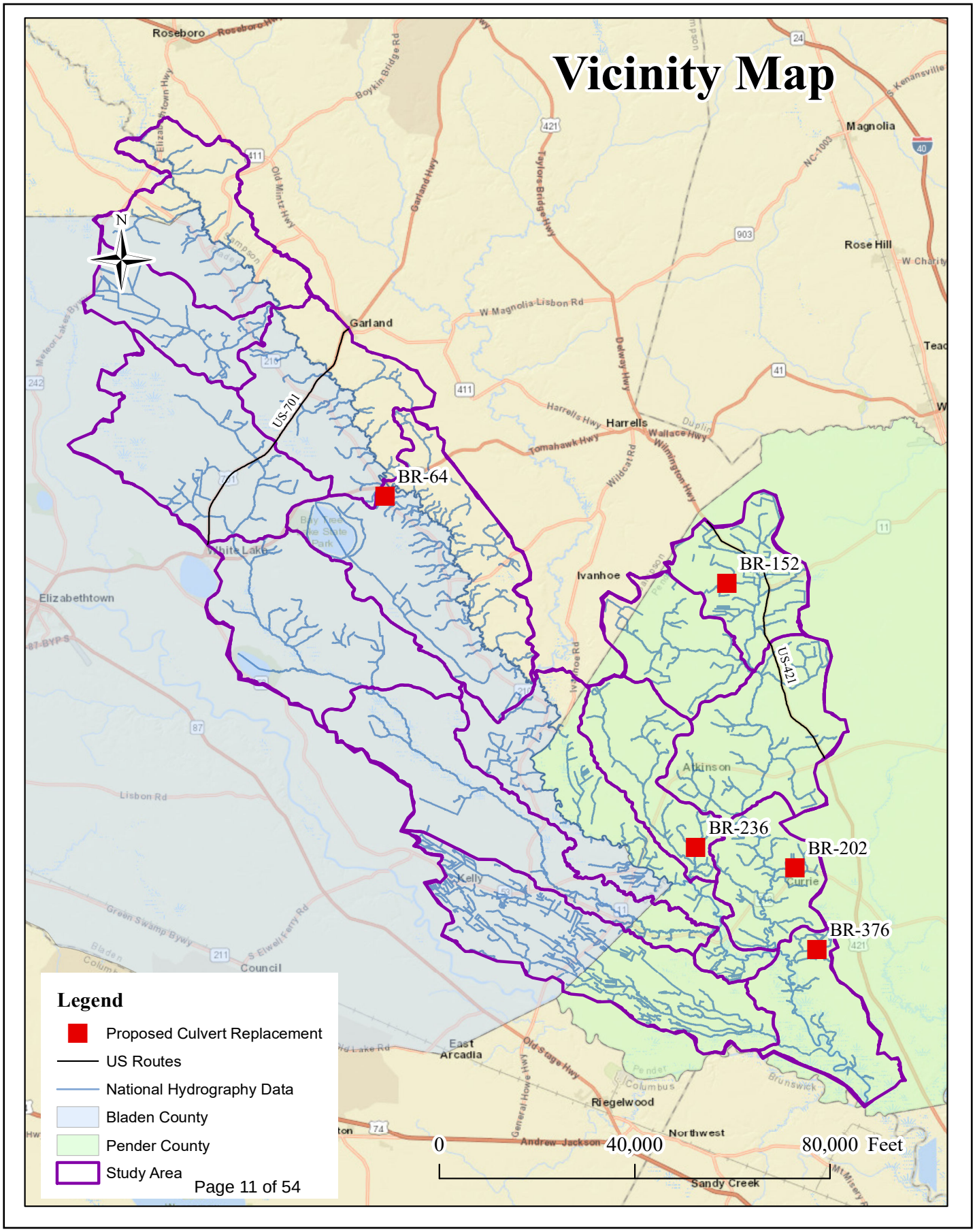
Site	Existing Culvert Size & Material	# of Barrels	Proposed Culvert Replacement Size & Material	# of Barrels	Existing 100-YR Headwater Elevation (ft.)	Proposed 100-YR Headwater Elevation (ft.)
152	48" CSP	2	72" RCP	2	62.5	61.5
376	60" CSP	2	72" RCP	2	28.6	25.8
64	48" CSP	1	60" RCP	1	61.1	58.4
236	54" RCP	4	72" RCP	4	19.3	23.2
202	48" RCP	1	60" RCP	2	31.0	26.8

Table III: Existing and Proposed Replacement Culvert Comparison

*CSP = Corrugated Steel Pipe
RCP = Reinforced Concrete Pipe

Site	Construction Cost	Engineering Cost	Contingency	Supplemental Cost	Total
152	$264,465.00	$26,446.50	$58,182.30	$3,500.00	$352,593.80
376	$299,480.00	$29,948.00	$65,885.60	$3,500.00	$398,813.60
64	$221,905.00	$22,190.50	$48,819.10	$3,500.00	$296,414.60
236	$328,570.00	$32,857.00	$72,285.40	$3,500.00	$437,212.40
202	$257,405.00	$25,740.50	$56,629.10	$3,500.00	$343,274.60

Table IV: Cost Estimates for Culvert Replacements


Vicinity Map
N
Roseboro
Magnolia
Rose Hill
Garland
Harrells
Ivanhoe
Elizabethtown
White Lake
Atkinson
Kelly
Currie
Council
East Arcadia
Riegelwood
Northwest
Sandy Creek
BR-64
BR-152
BR-236
BR-202
BR-376
US-701
US-421
Legend
Proposed Culvert Replacement
US Routes
National Hydrography Data
Bladen County
Pender County
Study Area
0
40,000
80,000 Feet

Culvert Replacements

BR-152

BR-152 is proposed as a culvert replacement to support the Black River Aquatic Connectivity Assessment. The existing crossing assessment resulted in a SARP score of 0.46. Field measurements indicate that the culvert is perched about 1.8’ above the normal water surface elevation which inhibits the free passage of aquatic organisms under normal flow conditions. This scoring and field visit established that the crossing was to be classified as a moderate barrier.

Looking sideways at the culvert outlet.

Picture Credit: Jeff Crump, M&N, November 11, 2019

The existing structure is a double-barreled 48” Corrugated Steel Pipes which are about 51’ in length providing crossing for Bulltail Creek under Indian Hill Road.

Upstream Culvert Inlet. Beaver activity was observed upstream of this culvert.

Picture Credit: Jeff Crump, M&N, November 11, 2019

Looking upstream

Picture Credit: Jeff Crump, M&N, November 11, 2019

Looking downstream

Picture Credits: Jeff Crump, M&N, November 11, 2019

USGS Streamstats (USGS Streamstats, 2019) indicates a drainage area of 2.67 Square miles at the existing crossing with 0.03 % impervious area. However, to account for future development, 5% of the total catchment area was assumed to be impervious. Then, a proposed replacement culvert was conservatively sized using future flow conditions. The proposed culvert is a double-barreled 72" Reinforced Concrete Pipe.

The proposed culvert was evaluated in HY-8 with respect to the NCDOT sizing criteria. Since Indian Hill Road is considered a Minor Arterial road, the criteria states that the crossing is to be designed for a 25-year storm (Chang, 2016) and that the proposed headwater from a 100-year storm is not higher than the existing 100-year headwater (Chang, 2016, pp. 9-5). The proposed culvert satisfies both of those requirements.

The 10-year flow overtops the roadway in the existing condition. The proposed culvert replacements will reduce the frequency of overtopping by being able to safely pass a 25-year flow without overtopping.

Existing culvert

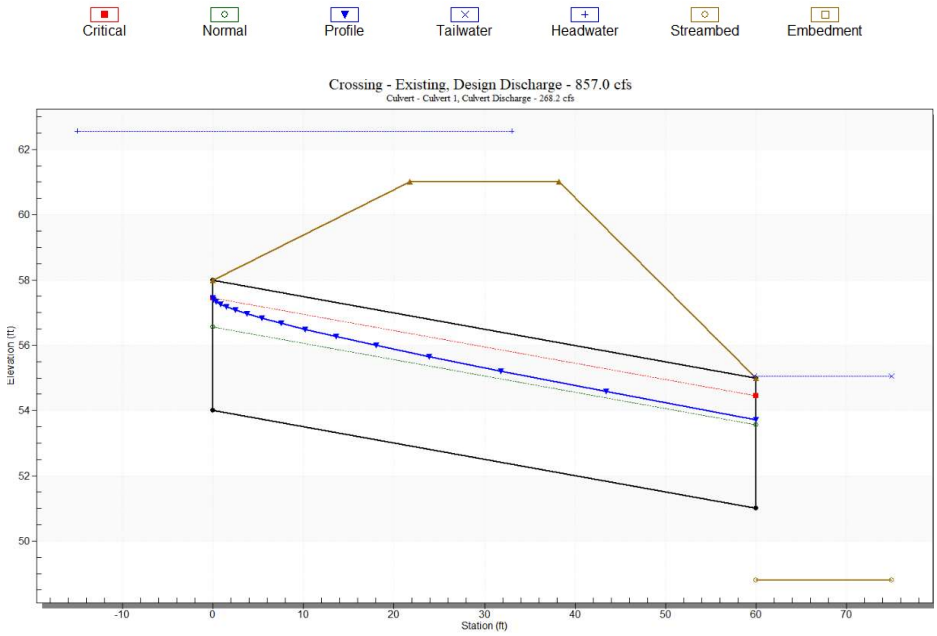
Discharge Names	Total Discharge (cfs)	Culvert Discharge (cfs)	Headwater Elevation (ft)	Inlet Control Depth(ft)	Outlet Control Depth(ft)	Flow Type	Normal Depth (ft)	Critical Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
2 YR	143.00	143.00	58.27	**4.27**	1.01	5-S2n	1.74	2.55	1.83	2.45	12.35	2.06
10 YR	394.00	246.84	61.62	**7.62**	5.02	5-S2n	2.42	3.34	2.56	4.22	14.09	2.78
25 YR	561.00	255.91	62.00	**8.00**	5.37	5-S2n	2.48	3.39	2.63	5.06	14.21	3.07
100 YR	857.00	268.23	62.56	**8.56**	6.19	5-S2n	2.56	3.45	2.71	6.26	14.38	3.44

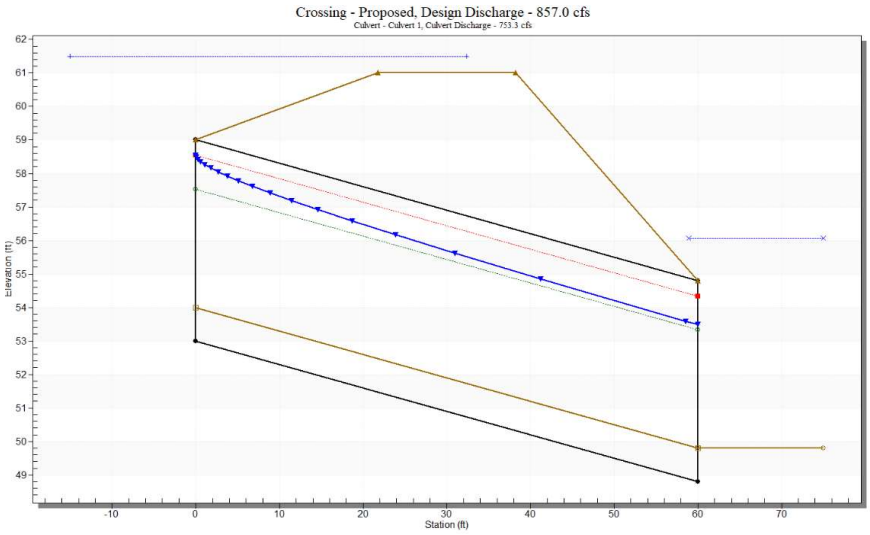
Proposed Culvert

Results from HY8 for existing and proposed culverts at BR-152

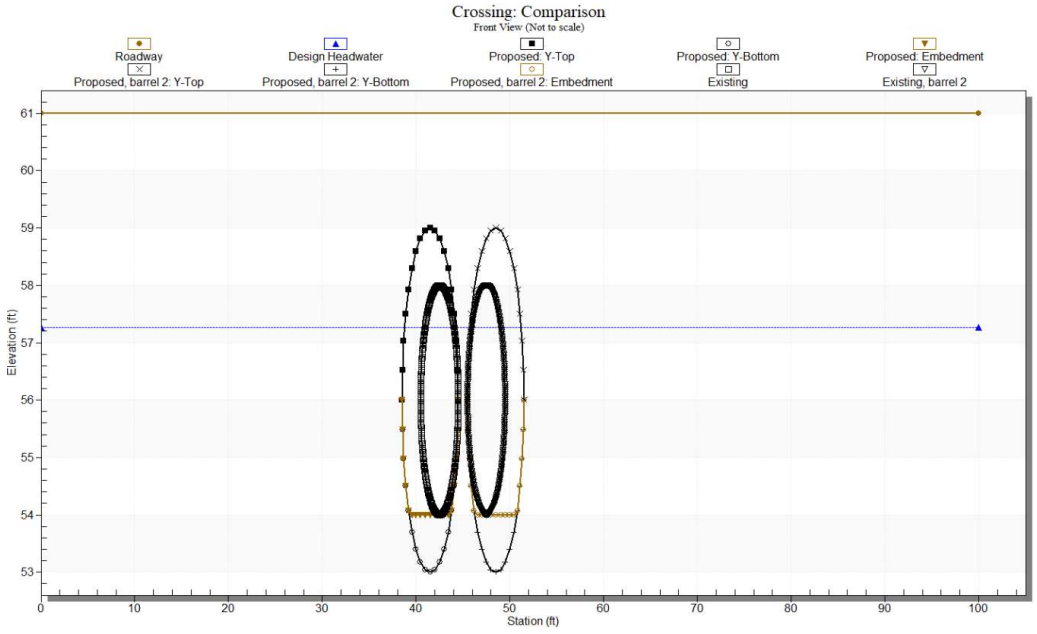
Discharge Names	Total Discharge (cfs)	Culvert Discharge (cfs)	Headwater Elevation (ft)	Inlet Control Depth(ft)	Outlet Control Depth(ft)	Flow Type	Normal Depth (ft)	Critical Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
2 YR	143.00	143.00	56.09	**2.09**	-1.41	1-S2n	1.25	1.81	1.25	2.45	10.63	2.06
10 YR	394.00	394.00	58.06	**4.06**	2.59	1-S2n	2.34	3.32	2.42	4.22	14.21	2.78
25 YR	561.00	561.00	59.40	**5.40**	0.86	5-S2n	2.90	4.02	3.02	5.06	16.11	3.07
100 YR	857.00	753.30	61.49	**7.49**	2.06	5-S2n	3.53	4.54	3.69	6.26	17.94	3.44

100-year Water Surface Elevations for Existing and Proposed Crossings

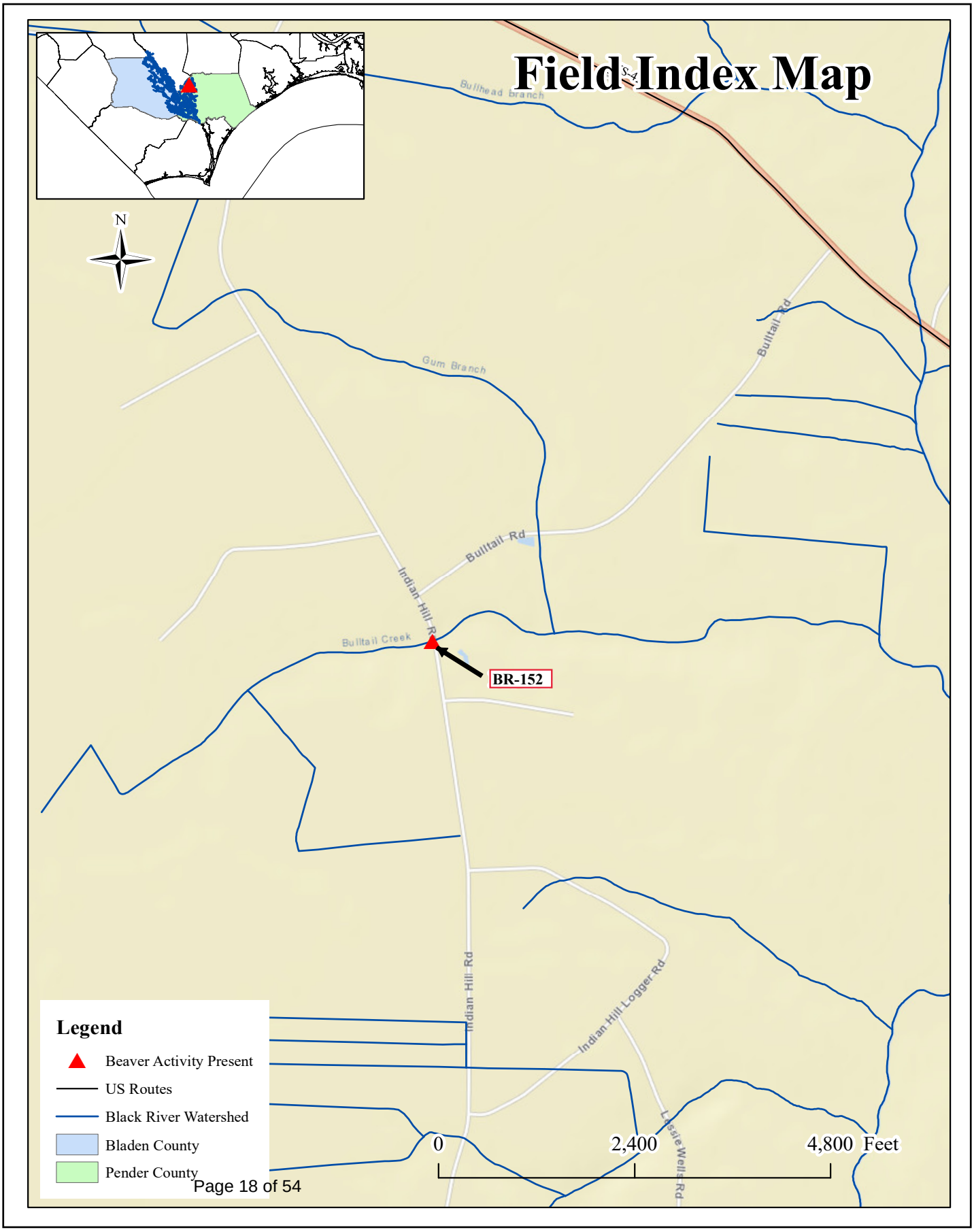


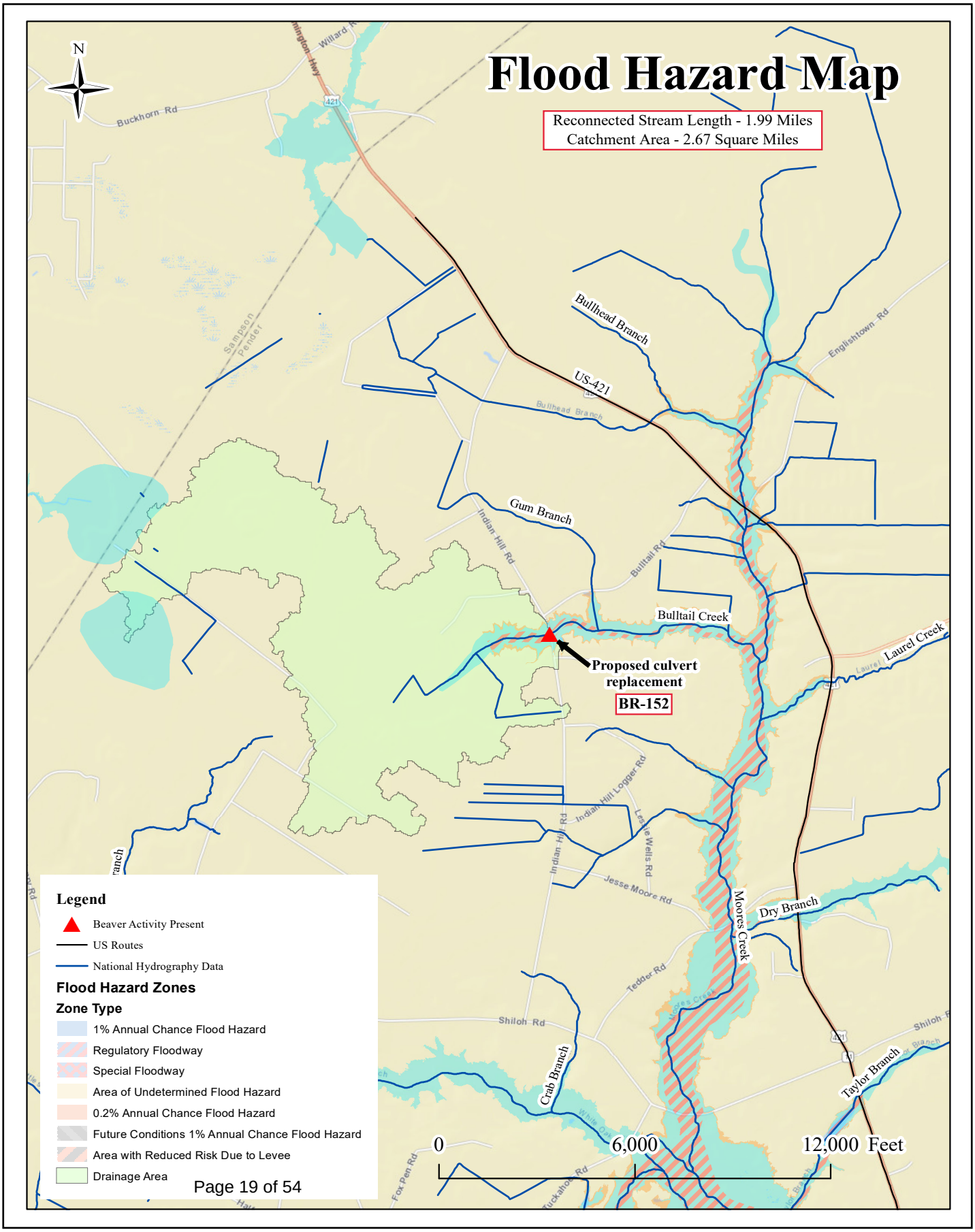


Crossing Comparison: Existing vs Proposed Upstream Face of BR-152



BR-152 CULVERT REPLACEMENT					
ITEM #	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT COST	TOTAL
SECTION A: ROADWAY, BRIDGE, DRAINAGE					
1	MOBILIZATION, BONDS, INSURANCE, PERMITS	1	LS	$35,000.00	$35,000.00
2	CLEARING AND GRUBBING	1	AC	$5,000.00	$5,000.00
3	REMOVE EXISTING PAVEMENT	230	SY	$10.00	$2,300.00
4	PAVEMENT MATERIAL AND MARKINGS	1	LS	$135,000.00	$135,000.00
5	EROSION AND SEDIMENT CONTROL	1	LS	$7,000.00	$7,000.00
6	TEMPORARY SILT FENCE	445	LF	$3.00	$1,335.00
7	EROSION CONTROL MATTING	200	SY	$3.00	$600.00
8	CONCRETE WASHOUT STRUCTURE	1	EA	$1,000.00	$1,000.00
9	MILLING BITUMINOUS PAVEMENT	230	SY	$15.00	$3,450.00
10	72" RCP	120	LF	$500.00	$60,000.00
11	PIPE OUTLET	2	EA	$1,000.00	$2,000.00
12	SEEDING	0.20	AC	$6,000.00	$1,200.00
13	TRAFFIC CONTROL	1	LS	$3,000.00	$3,000.00
14	SOIL MATERIALS	300	CY	$20.00	$6,000.00
15	TOPSOIL	50	CY	$30.00	$1,500.00
16	FILTER FABRIC	8	SY	$10.00	$80.00
SECTION A: ROADWAY, BRIDGE, DRAINAGE SUBTOTAL					**$264,465.00**
SECTION B: GENERAL PROJECT					
17	ENGINEERING (10%)	1	LS	$26,446.50	$26,446.50
18	CONTINGENCY (20%)	1	LS	$58,182.30	$58,182.30
19	CONSTRUCTION STAKES, LINES AND GRADE (To include Construction Surveying, Supplemental Field Surveying and Supplemental Surveying Office Calculations)	1	LS	$3,500.00	$3,500.00
SECTION B: GENERAL PROJECT SUBTOTAL					$88,128.80
(Sum of Section A Roadway, Bridge, Drainage plus Section B General Project Subtotal) PROJECT TOTAL					**$ 352,593.80**


Field Index Map
Bullhead branch
Gum Branch
Bulltail Rd
Bulltail Rd
Indian Hill Rd
Bulltail Creek
BR-152
Indian Hill Rd
Indian Hill Logger Rd
Tassie Wells Rd
N
Legend
Beaver Activity Present
US Routes
Black River Watershed
Bladen County
Pender County
0
2,400
4,800 Feet


Flood Hazard Map
Reconnected Stream Length - 1.99 Miles
Catchment Area - 2.67 Square Miles
N
Buckhorn Rd
Willard Rd
Bullhead Branch
US-421
Englishtown Rd
Gum Branch
Indian Hill Rd
Bulltail Rd
Bulltail Creek
Proposed culvert replacement
BR-152
Laurel Creek
Indian Hill Logger Rd
Leslie Wells Rd
Jesse Moore Rd
Moores Creek
Dry Branch
Tedder Rd
Shiloh Rd
Crab Branch
Taylor Branch
Legend
Beaver Activity Present
US Routes
National Hydrography Data
Flood Hazard Zones
Zone Type
1% Annual Chance Flood Hazard
Regulatory Floodway
Special Floodway
Area of Undetermined Flood Hazard
0.2% Annual Chance Flood Hazard
Future Conditions 1% Annual Chance Flood Hazard
Area with Reduced Risk Due to Levee
Drainage Area
0
6,000
12,000 Feet

BR-376

BR-376 is proposed as a culvert replacement to support the Black River Aquatic Connectivity Assessment. There is significant buckling towards the center of culvert which could lead to upstream flooding. The existing crossing assessment resulted in a SARP score of 0.47. Field measurements indicate that the culvert is perched about 1.2’ above the stream bed invert which inhibits the free passage of aquatic organisms under normal flow conditions. This scoring classified the crossing as a moderate barrier.

Upstream inlet barrel #1 shows significant collapse.

Picture Credit: Jeff Crump, M&N, November 11, 2019

Upstream inlet barrel #2 shows the severity of deterioration on the barrel.
Picture Credit: Jeff Crump, M&N, November 11, 2019

Debris at the upstream inlet of the culvert
Picture Credit: Jeff Crump, M&N, November 11, 2019

The existing structure is a double-barreled 60" Corrugated Steel pipes about 83' in length providing crossing for Bear Branch under Blueberry Road.

Looking downstream
Picture Credit: Jeff Crump, M&N, November 11, 2019

USGS Streamstats (USGS Streamstats, 2019) indicates a drainage area of 0.69 square miles at the existing crossing with 0.76 % impervious area. However, to account for future development, 5% of the total catchment area was assumed to be impervious. Then, a proposed culvert replacement was conservatively sized using future flow conditions in HY-8. The proposed culvert is a double-barreled 72" Reinforced Concrete Pipe.

The Proposed culvert was evaluated in HY-8 with respect to the NCDOT sizing criteria. Since Blueberry Road is considered a Minor Arterial road, the criteria states that the crossing is to be designed for a 25-year storm **(Chang, 2016)** and that the proposed headwater from a 100-year storm is not supposed to be higher than the existing 100-year headwater **(Chang, 2016, pp. 9-5)**. The proposed culvert satisfies both of those requirements.

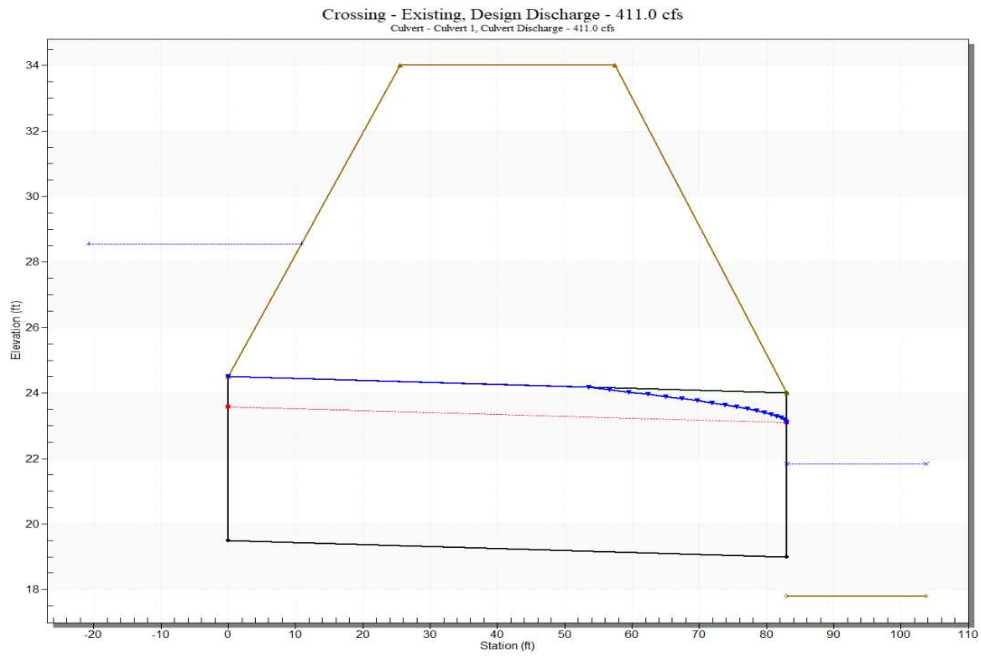
Existing culvert

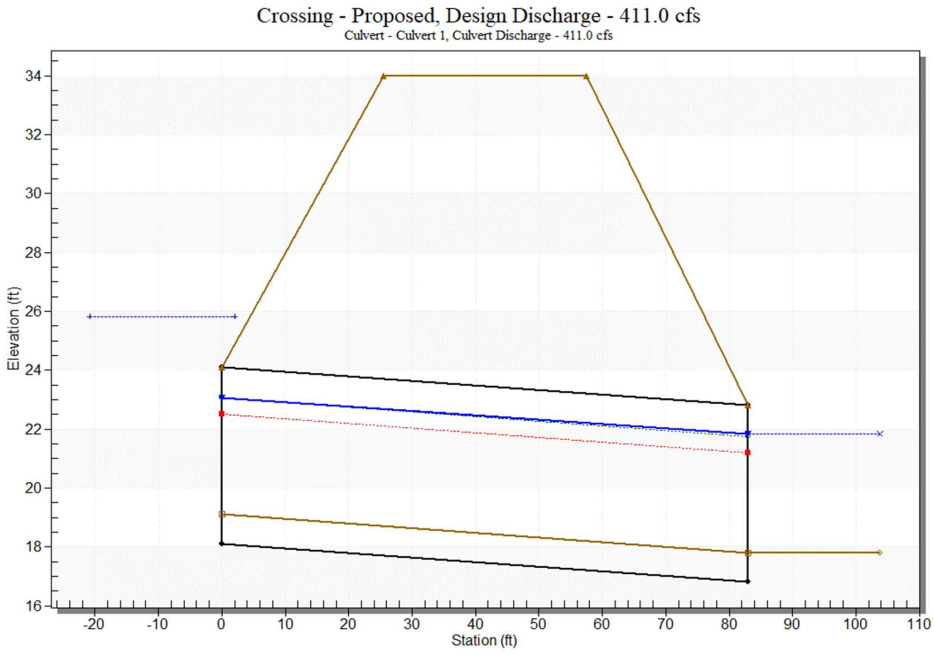
Discharge Names	Total Discharge (cfs)	Culvert Discharge (cfs)	Headwater Elevation (ft)	Inlet Control Depth(ft)	Outlet Control Depth(ft)	Flow Type	Normal Depth (ft)	Critical Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
2 YR	70.00	70.00	22.17	2.44	**2.67**	2-M2c	1.89	1.64	1.64	1.53	6.24	3.31
10 YR	192.00	192.00	24.25	4.48	**4.75**	2-M2c	3.53	2.78	2.78	2.64	8.55	4.36
25 YR	272.00	272.00	25.47	5.85	**5.97**	7-M2c	5.00	3.34	3.34	3.15	9.77	4.74
100 YR	411.00	411.00	28.55	**9.05~**	9.04	7-M2c	5.00	4.09	4.09	4.04	11.97	4.58

Proposed culvert

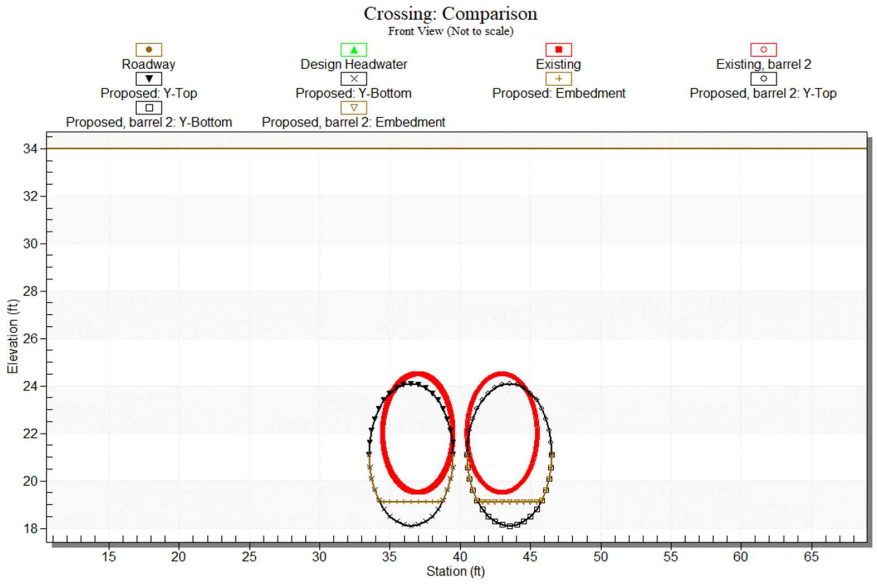
Results from HY8 for existing and proposed culverts at BR-376

Discharge Names	Total Discharge (cfs)	Culvert Discharge (cfs)	Headwater Elevation (ft)	Inlet Control Depth(ft)	Outlet Control Depth(ft)	Flow Type	Normal Depth (ft)	Critical Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
2 YR	70.00	70.00	21.21	1.36	**2.11**	3-M1t	1.28	1.15	1.53	1.53	4.28	3.31
10 YR	192.00	192.00	23.08	2.69	**3.98**	3-M1t	2.38	2.17	2.64	2.64	6.49	4.36
25 YR	272.00	272.00	24.11	3.33	**5.01**	7-M1t	2.95	2.66	3.15	3.15	7.68	4.74
100 YR	411.00	411.00	25.82	4.32	**6.72**	7-M1t	3.95	3.40	4.04	4.04	9.27	4.58



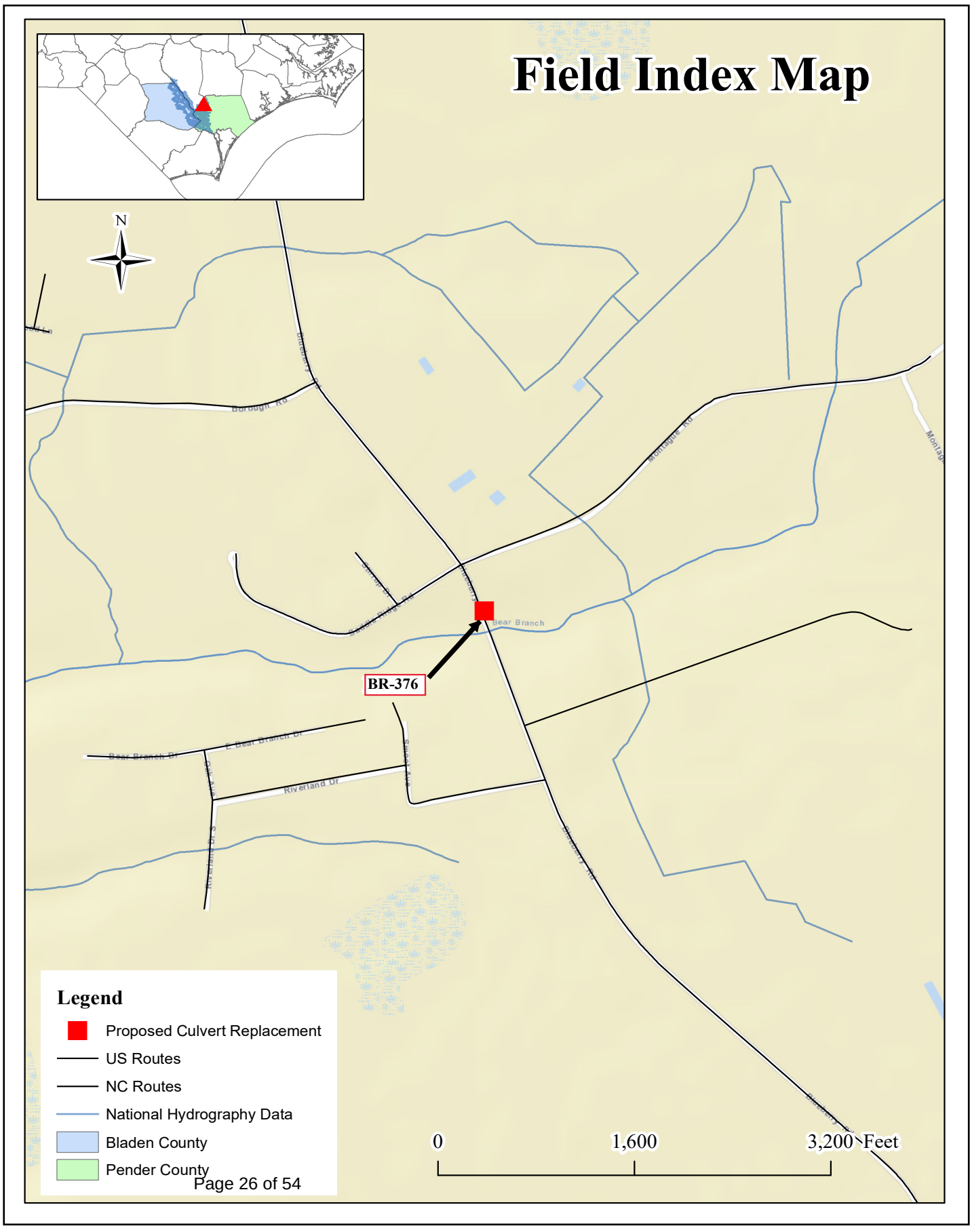


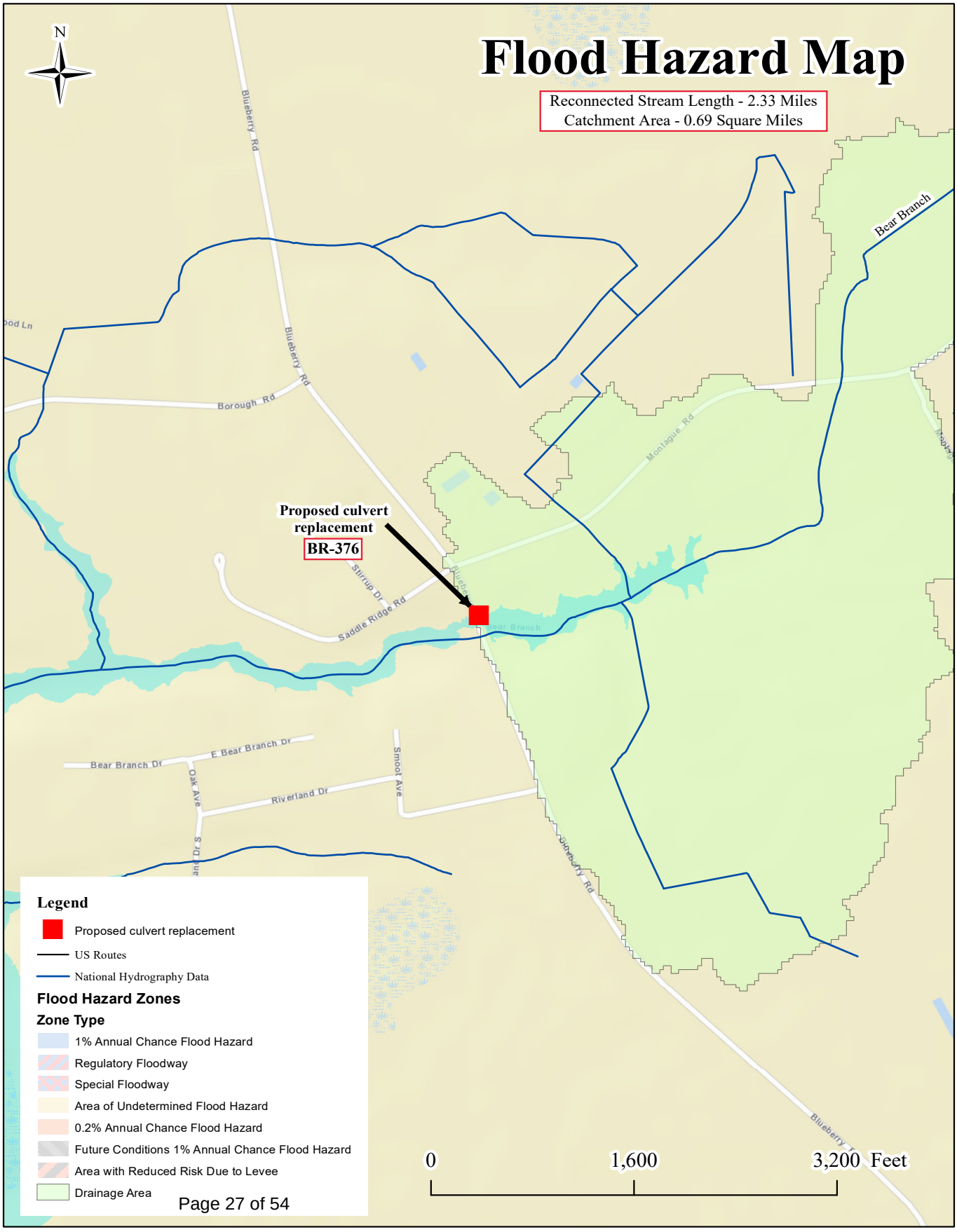
100-year Water Surface Elevations for Existing and Proposed Crossings



Crossing Comparison: Existing vs Proposed Upstream Face of BR-376

BR-376 CULVERT REPLACEMENT					
ITEM #	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT COST	TOTAL
SECTION A: ROADWAY, BRIDGE, DRAINAGE					
1	MOBILIZATION, BONDS, INSURANCE, PERMITS	1	LS	$40,000.00	$40,000.00
2	CLEARING AND GRUBBING	1	AC	$5,000.00	$5,000.00
3	REMOVE EXISTING PAVEMENT	230	SY	$10.00	$2,300.00
4	PAVEMENT MATERIAL AND MARKINGS	1	LS	$136,000.00	$136,000.00
5	EROSION AND SEDIMENT CONTROL	1	LS	$7,000.00	$7,000.00
6	TEMPORARY SILT FENCE	450	LF	$3.00	$1,350.00
7	EROSION CONTROL MATTING	200	SY	$3.00	$600.00
8	CONCRETE WASHOUT STRUCTURE	1	EA	$1,000.00	$1,000.00
9	MILLING BITUMINOUS PAVEMENT	230	SY	$15.00	$3,450.00
10	72" RCP	166	LF	$500.00	$83,000.00
11	PIPE OUTLET	2	EA	$1,000.00	$2,000.00
12	SEEDING	0.20	AC	$6,000.00	$1,200.00
13	TRAFFIC CONTROL	1	LS	$3,000.00	$3,000.00
14	SOIL MATERIALS	600	CY	$20.00	$12,000.00
15	TOPSOIL	50	CY	$30.00	$1,500.00
16	FILTER FABRIC	8	SY	$10.00	$80.00
SECTION A: ROADWAY, BRIDGE, DRAINAGE SUBTOTAL					**$299,480.00**
SECTION B: GENERAL PROJECT					
17	ENGINEERING (10%)	1	LS	$29,948.00	$29,948.00
18	CONTINGENCY (20%)	1	LS	$65,885.60	$65,885.60
19	CONSTRUCTION STAKES, LINES AND GRADE (To include Construction Surveying, Supplemental Field Surveying and Supplemental Surveying Office Calculations)	1	LS	$3,500.00	$3,500.00
SECTION B: GENERAL PROJECT SUBTOTAL					$99,333.60
(Sum of Section A Roadway, Bridge, Drainage plus Section B Genral Project) PROJECT TOTAL					**$ 398,813.60**


Field Index Map
N
BR-376
Bear Branch
Borough Rd
Montague Rd
E Bear Branch Dr
Bear Branch Dr
Riverland Dr
Legend
Proposed Culvert Replacement
US Routes
NC Routes
National Hydrography Data
Bladen County
Pender County
0
1,600
3,200 Feet


Flood Hazard Map
Reconnected Stream Length - 2.33 Miles
Catchment Area - 0.69 Square Miles
N
Proposed culvert replacement
BR-376
Blueberry Rd
Borough Rd
Bear Branch
Montague Rd
Saddle Ridge Rd
Stirrup Dr
E Bear Branch Dr
Bear Branch Dr
Oak Ave
Riverland Dr
Smoot Ave
Legend
Proposed culvert replacement
US Routes
National Hydrography Data
Flood Hazard Zones
Zone Type
1% Annual Chance Flood Hazard
Regulatory Floodway
Special Floodway
Area of Undetermined Flood Hazard
0.2% Annual Chance Flood Hazard
Future Conditions 1% Annual Chance Flood Hazard
Area with Reduced Risk Due to Levee
Drainage Area
0
1,600
3,200 Feet

BR-64

BR-64 is proposed as a culvert replacement to support the Black River Aquatic Connectivity Assessment. The existing crossing assessment resulted in a SARP score of 0.22. Field measurements indicate that the culvert is perched about 0.9’ above the normal water surface elevation which inhibits the free passage of aquatic organisms under normal flow conditions. This scoring and field visit established that the crossing was to be classified as a significant barrier.

Culvert upstream inlet

Picture Credit: Jeff Crump, M&N, November 11, 2019

The existing structure is a 48” Corrugated Steel pipe about 53’ in length providing crossing for an upper tributary to South River under NC 210.

USGS Streamstats (USGS Streamstats, 2019) indicates a drainage area of 0.18 square miles at the existing crossing with 0.0 % impervious area. However, to account for future development, 5% of the total catchment area was assumed to be impervious. Then, a proposed replacement culvert was conservatively sized using future flow conditions. The proposed culvert is a single 60" Reinforced Concrete Pipe.

The Proposed culvert was evaluated in HY-8 with respect to the NCDOT sizing criteria. Since NC 210 is considered a Major Arterial road, the criteria states that the crossing is to be designed for a 50-year storm **(Chang, 2016)** and that the proposed headwater from a 100-year storm is not supposed to be higher than the existing 100-year headwater **(Chang, 2016, pp. 9-5)**. The proposed culvert satisfies both of those requirements.

The 100-year flow overtops the roadway in the existing condition. The proposed culvert replacements will reduce the frequency of overtopping by being able to safely pass a 100-year flow without overtopping.

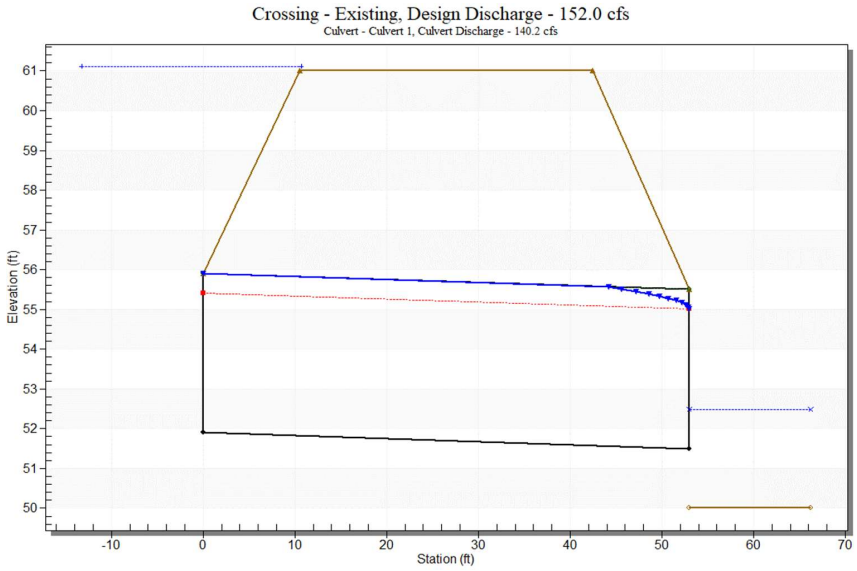
Existing culvert

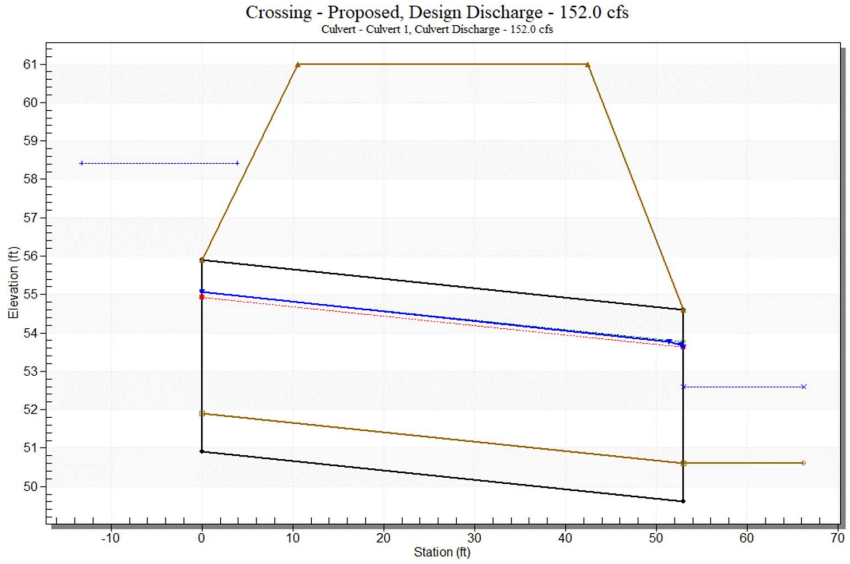
Discharge Names	Total Discharge (cfs)	Culvert Discharge (cfs)	Headwater Elevation (ft)	Inlet Control Depth(ft)	Outlet Control Depth(ft)	Flow Type	Normal Depth (ft)	Critical Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
2 YR	33.00	33.00	54.72	2.59	**2.82**	2-M2c	1.92	1.70	1.70	1.34	6.47	3.72
10 YR	79.00	79.00	56.70	4.74	**4.80**	7-M2c	4.00	2.69	2.69	1.88	8.79	4.69
50 YR	129.00	129.00	60.08	**8.18~**	7.88	7-M2c	4.00	3.40	3.40	2.38	11.33	3.92
100 YR	152.00	140.19	61.12	**9.22~**	8.77	7-M2c	4.00	3.51	3.51	2.48	11.99	4.05

Proposed culvert

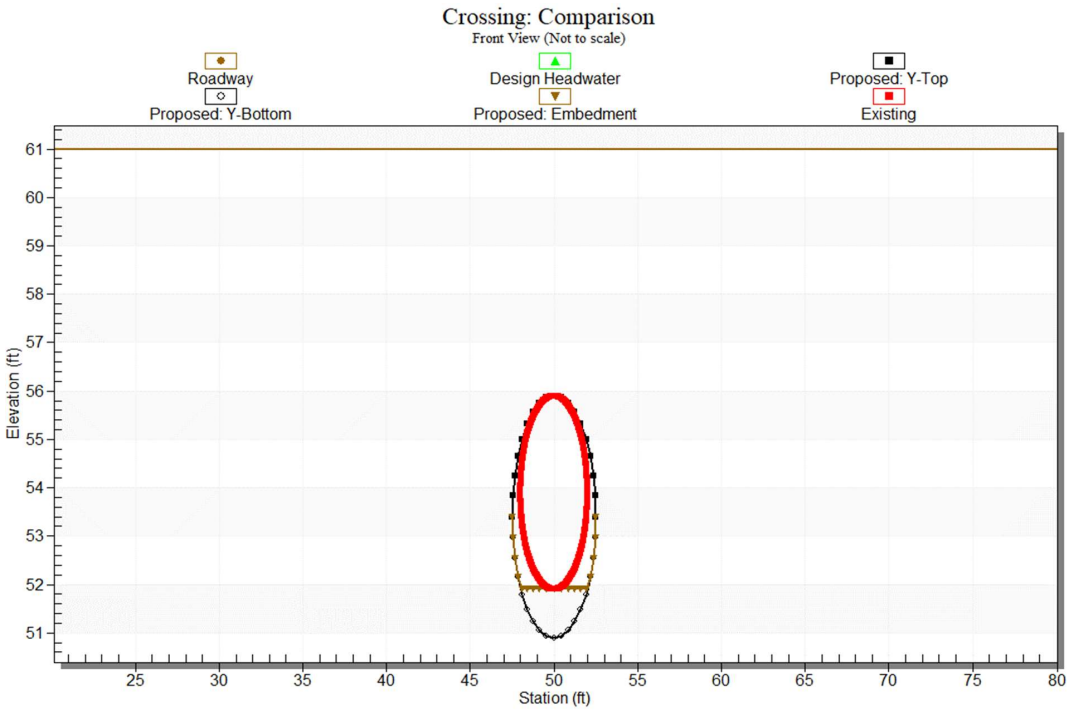
Results from HY8 for existing and proposed culverts at BR-64

Discharge Names	Total Discharge (cfs)	Culvert Discharge (cfs)	Headwater Elevation (ft)	Inlet Control Depth(ft)	Outlet Control Depth(ft)	Flow Type	Normal Depth (ft)	Critical Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
2 YR	33.00	33.00	53.38	**1.48**	-0.25	1-S2n	1.18	1.21	1.18	1.05	5.95	3.52
10 YR	79.00	79.00	54.50	**2.60**	1.73	1-S2n	2.02	2.06	2.02	1.64	8.05	3.41
50 YR	129.00	129.00	57.70	3.57	**5.80**	7-M2c	2.79	2.77	2.77	1.89	9.90	3.79
100 YR	152.00	152.00	58.42	4.05	**6.52**	7-M2c	3.17	3.03	3.03	1.98	10.77	3.93



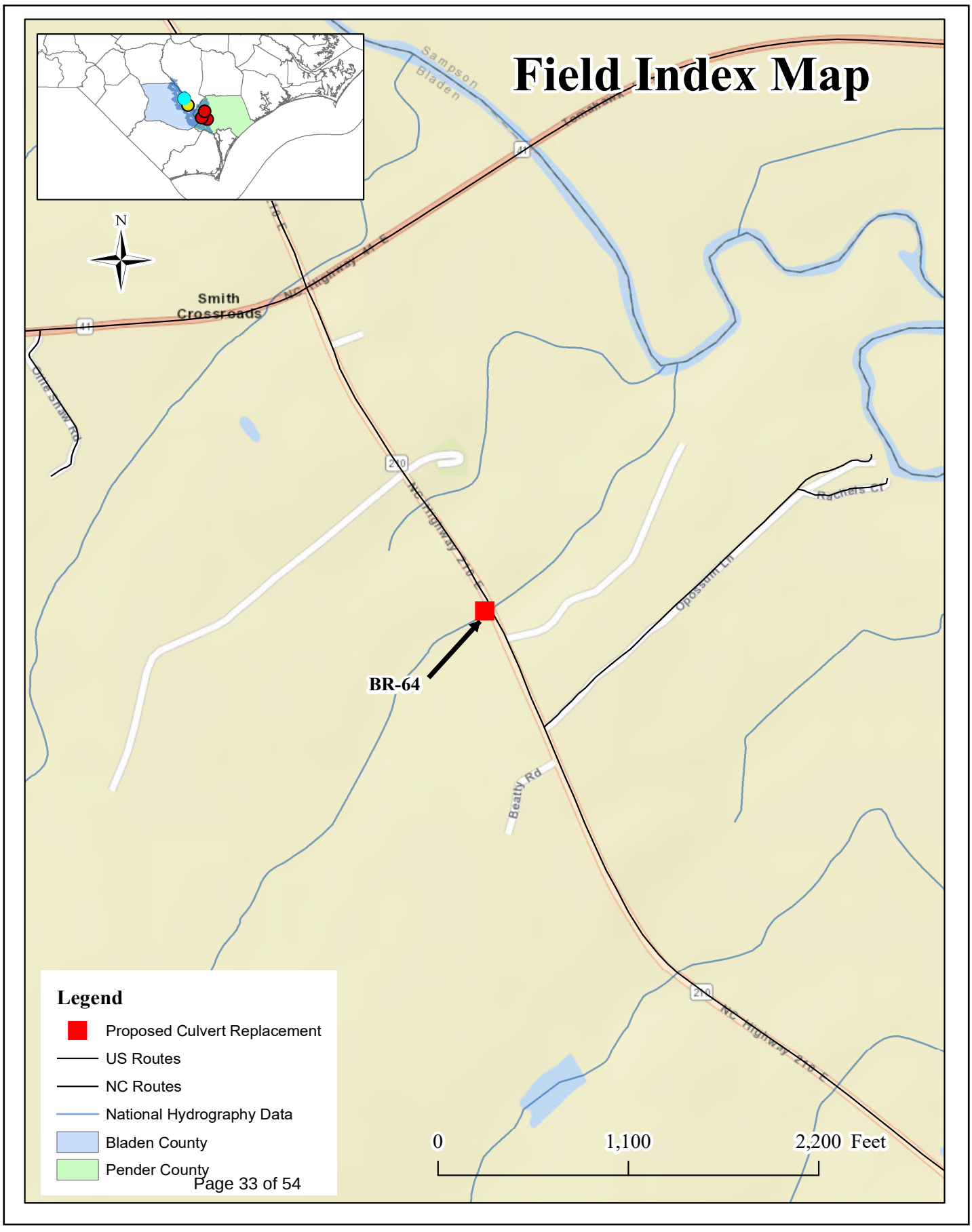


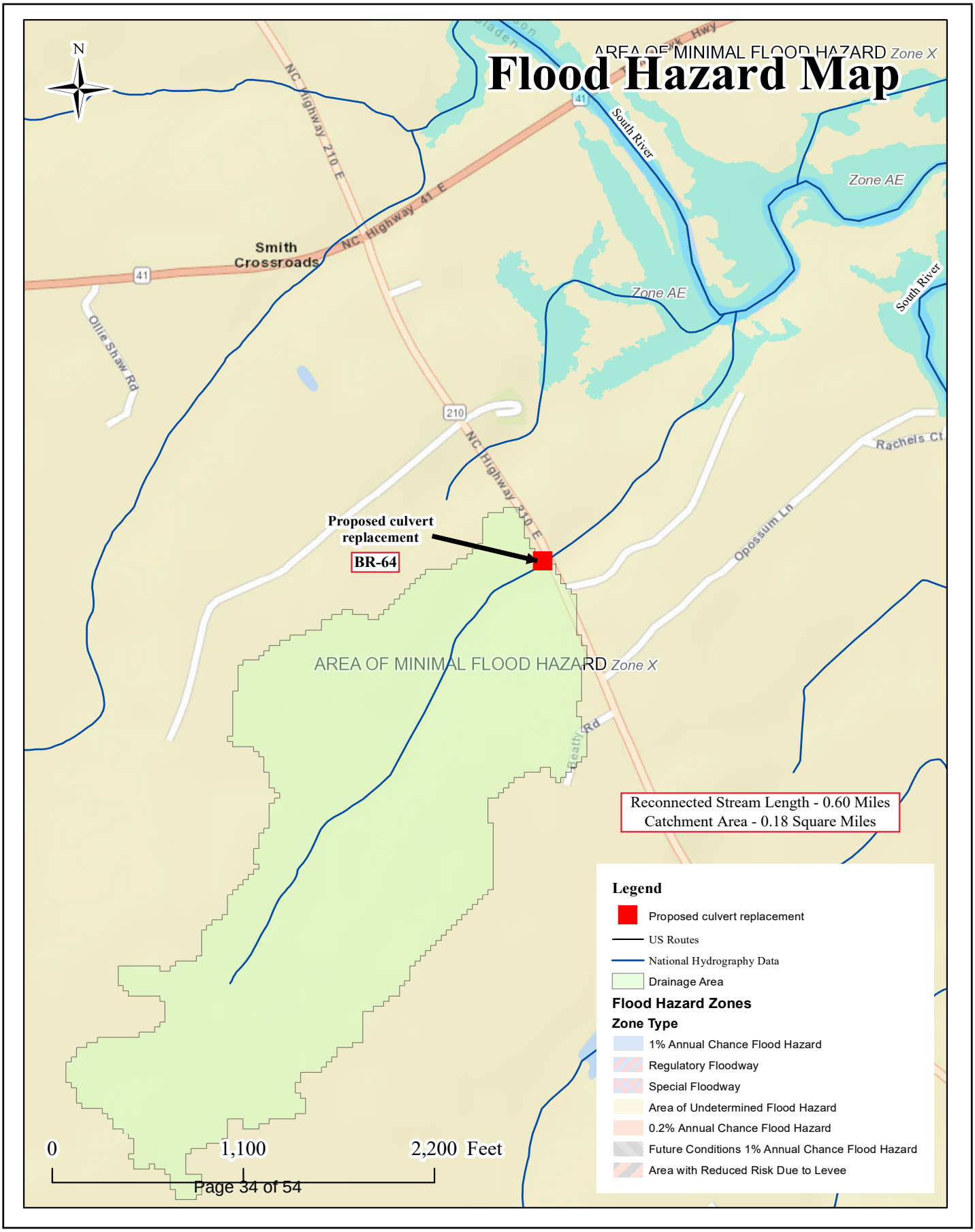
100-year Water Surface Elevations for Existing and Proposed Crossings



Crossing Comparison: Existing vs Proposed Upstream Face of BR-236

BR-64 CULVERT REPLACEMENT					
ITEM #	**ITEM DESCRIPTION**	**EST. QTY**	**UNIT**	**UNIT COST**	**TOTAL**
SECTION A: ROADWAY, BRIDGE, DRAINAGE					
1	MOBILIZATION, BONDS, INSURANCE, PERMITS	1	LS	$30,000.00	$30,000.00
2	CLEARING AND GRUBBING	1	AC	$5,000.00	$5,000.00
3	REMOVE EXISTING PAVEMENT	230	SY	$10.00	$2,300.00
4	PAVEMENT MATERIAL AND MARKINGS	1	LS	$134,500.00	$134,500.00
5	EROSION AND SEDIMENT CONTROL	1	LS	$7,000.00	$7,000.00
6	TEMPORARY SILT FENCE	435	LF	$3.00	$1,305.00
7	EROSION CONTROL MATTING	200	SY	$3.00	$600.00
8	CONCRETE WASHOUT STRUCTURE	1	EA	$1,000.00	$1,000.00
9	MILLING BITUMINOUS PAVEMENT	230	SY	$15.00	$3,450.00
10	60” RCP	53	LF	$490.00	$25,970.00
11	PIPE OUTLET	1	EA	$1,000.00	$1,000.00
12	SEEDING	0.20	AC	$6,000.00	$1,200.00
13	TRAFFIC CONTROL	1	LS	$3,000.00	$3,000.00
14	SOIL MATERIALS	200	CY	$20.00	$4,000.00
15	TOPSOIL	50	CY	$30.00	$1,500.00
16	FILTER FABRIC	8	SY	$10.00	$80.00
SECTION A: ROADWAY, BRIDGE, DRAINAGE TOTAL					**$221,905.00**
SECTION B: GENERAL PROJECT					
17	ENGINEERING (10%)	1	LS	$22,190.50	$22,190.50
18	CONTINGENCY (20%)	1	LS	$48,819.10	$48,819.10
19	CONSTRUCTION STAKES, LINES AND GRADE (To include Construction Surveying, Supplemental Field Surveying and Supplemental Surveying Office Calculations)	1	LS	$3,500.00	$3,500.00
SECTION B: GENERAL PROJECT SUBTOTAL					$74,509.60
(Sum of Section A Roadway, Bridge, Drainage plus Section B General Project) PROJECT TOTAL					**$ 296,414.60**


Field Index Map
Sampson
Bladen
Smith
Crossroads
41
210
BR-64
Beatty Rd
Opossum Ln
Rachels Ct
N
Legend
Proposed Culvert Replacement
US Routes
NC Routes
National Hydrography Data
Bladen County
Pender County
0
1,100
2,200 Feet


Flood Hazard Map
N
AREA OF MINIMAL FLOOD HAZARD Zone X
NC Highway 210 E
NC Highway 41 E
41
South River
Zone AE
Smith Crossroads
Ollie Shaw Rd
210
Rachels Ct
Opossum Ln
Proposed culvert replacement
BR-64
AREA OF MINIMAL FLOOD HAZARD Zone X
Reconnected Stream Length - 0.60 Miles
Catchment Area - 0.18 Square Miles
Legend
Proposed culvert replacement
US Routes
National Hydrography Data
Drainage Area
Flood Hazard Zones
Zone Type
1% Annual Chance Flood Hazard
Regulatory Floodway
Special Floodway
Area of Undetermined Flood Hazard
0.2% Annual Chance Flood Hazard
Future Conditions 1% Annual Chance Flood Hazard
Area with Reduced Risk Due to Levee
0
1,100
2,200 Feet

BR-236

BR-236 is proposed as a culvert replacement to support the Black River Aquatic Connectivity Assessment. The existing crossing assessment resulted in a SARP score of 0.19. Field measurements indicate that the culvert is perched about 1.2’ above the normal water surface elevation which inhibits the free passage of aquatic organisms under normal flow conditions. Also, there is some undermining of the downstream-most culvert segment along with some joint separation. This scoring and field visit established that the crossing was to be classified as a severe barrier.

Culvert upstream inlet.

Picture Credit: Jeff Crump, M&N, November 11, 2019

The existing structure is a four-barreled 54” reinforced concrete pipe culvert about 53’ in length providing crossing for Big Branch under Slocum Trail.

Culvert outlet shows that the culvert is perched

Picture Credit: Jeff Crump, M&N, November 11, 2019

Looking upstream from the culvert

Picture Credit: Jeff Crump, M&N, November 11, 2019

USGS Streamstats (USGS Streamstats, 2019) indicates a drainage area of 1.78 square miles at the existing crossing with 0.22 % impervious area. However, to account for future development, 5% of the total

catchment area was assumed to be impervious. Then, a proposed replacement culvert was conservatively sized using future flow conditions. The proposed culvert is a four-barreled 72" Reinforced Concrete Pipe.

The Proposed culvert was evaluated in HY-8 with respect to the NCDOT sizing criteria. Since Slocum Trail is considered a Minor Arterial road, the criteria states that the crossing is to be designed for a 25-year storm (Chang, 2016) and that the proposed headwater from a 100-year storm is not supposed to be higher than the existing 100-year headwater (Chang, 2016, pp. 9-5). The proposed culvert satisfies both of those requirements.

The 100-year overtops the roadway in the existing condition. The proposed culvert replacements will reduce the frequency of overtopping by being able to safely pass a 100-year flow without overtopping.

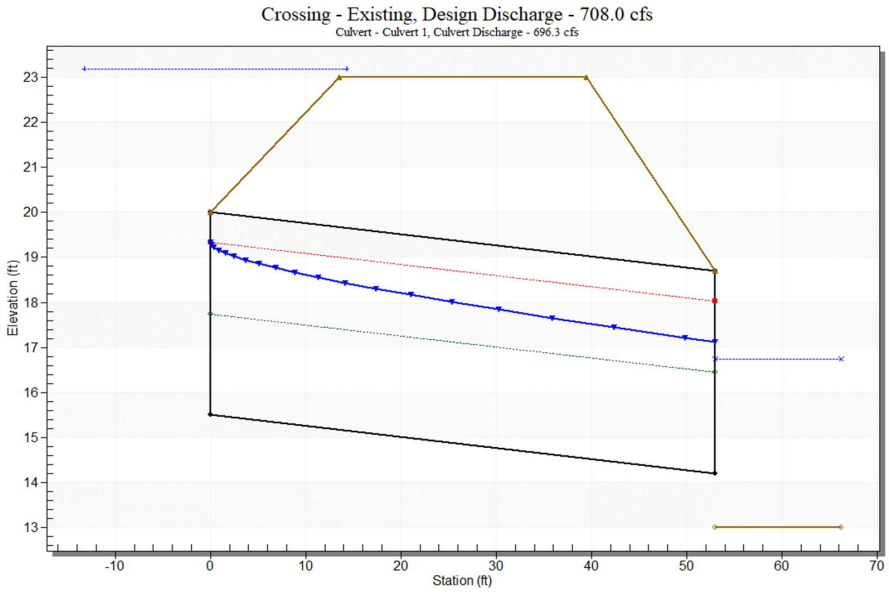
Existing culvert

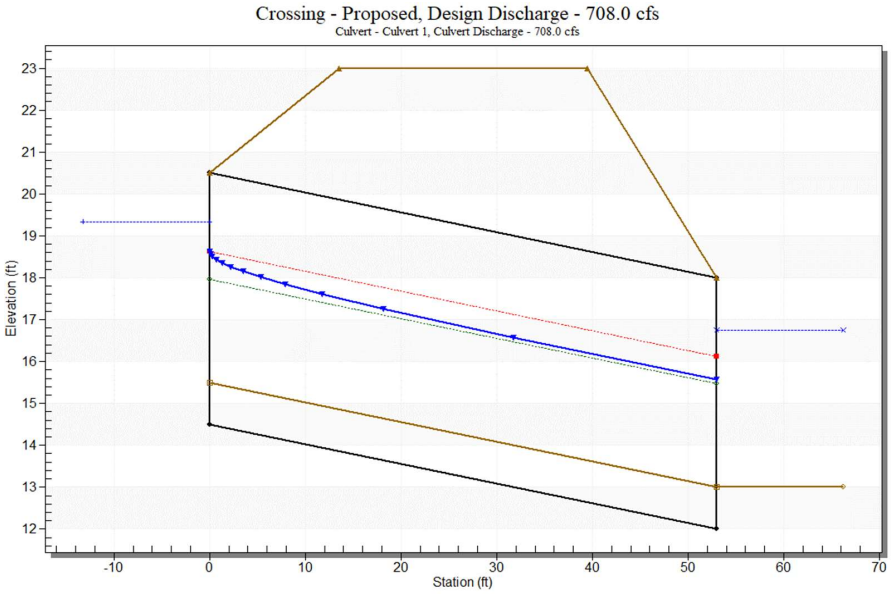
Discharge Names	Total Discharge (cfs)	Culvert Discharge (cfs)	Headwater Elevation (ft)	Inlet Control Depth(ft)	Outlet Control Depth(ft)	Flow Type	Normal Depth (ft)	Critical Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
2 YR	138.00	138.00	16.77	**1.27**	-0.81	1-S2n	0.90	1.14	0.90	1.61	7.36	5.02
10 YR	349.00	349.00	17.95	**2.45**	0.62	1-S2n	1.60	2.04	1.60	2.63	9.84	6.56
25 YR	482.00	482.00	18.51	**3.01**	1.53	1-S2n	1.97	2.49	1.97	3.10	10.83	7.17
100 YR	708.00	708.00	19.33	**3.83**	3.27	1-S2n	2.47	3.12	2.56	3.75	12.02	7.96

Proposed culvert

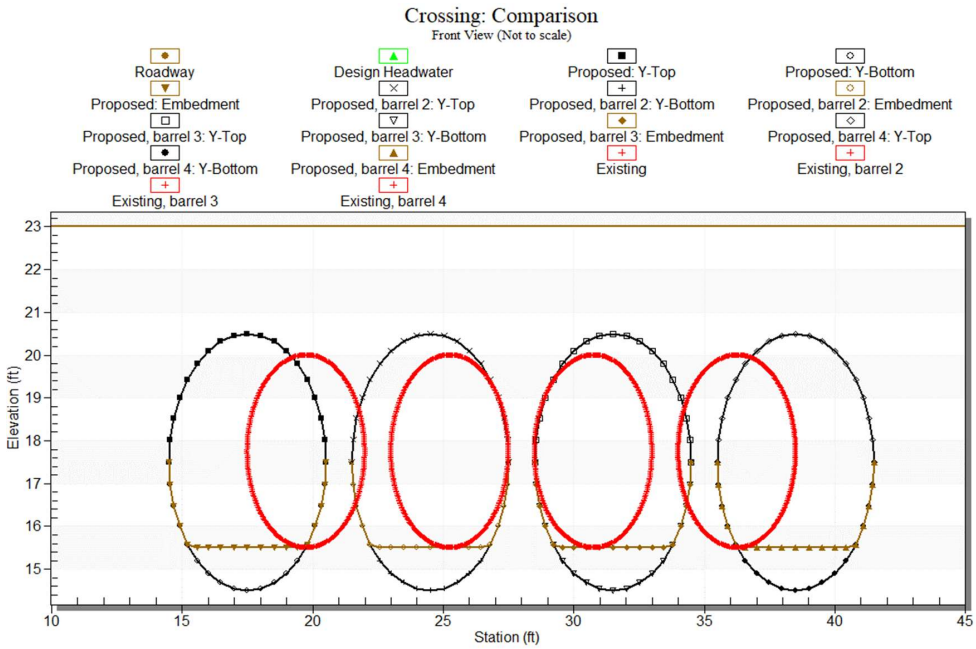
Results from HY8 for existing and proposed culverts at BR-236

Discharge Names	Total Discharge (cfs)	Culvert Discharge (cfs)	Headwater Elevation (ft)	Inlet Control Depth(ft)	Outlet Control Depth(ft)	Flow Type	Normal Depth (ft)	Critical Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
2 YR	138.00	138.00	17.80	**2.30**	0.51	1-S2n	0.95	1.68	1.12	1.61	10.80	5.02
10 YR	349.00	349.00	19.64	**4.14**	2.22	1-S2n	1.53	2.73	1.92	2.63	13.01	6.56
25 YR	482.00	482.00	20.77	**5.27**	3.43	5-S2n	1.82	3.23	2.33	3.10	14.00	7.17
100 YR	708.00	696.29	23.18	**7.68**	6.01	5-S2n	2.25	3.83	2.91	3.75	15.51	7.96



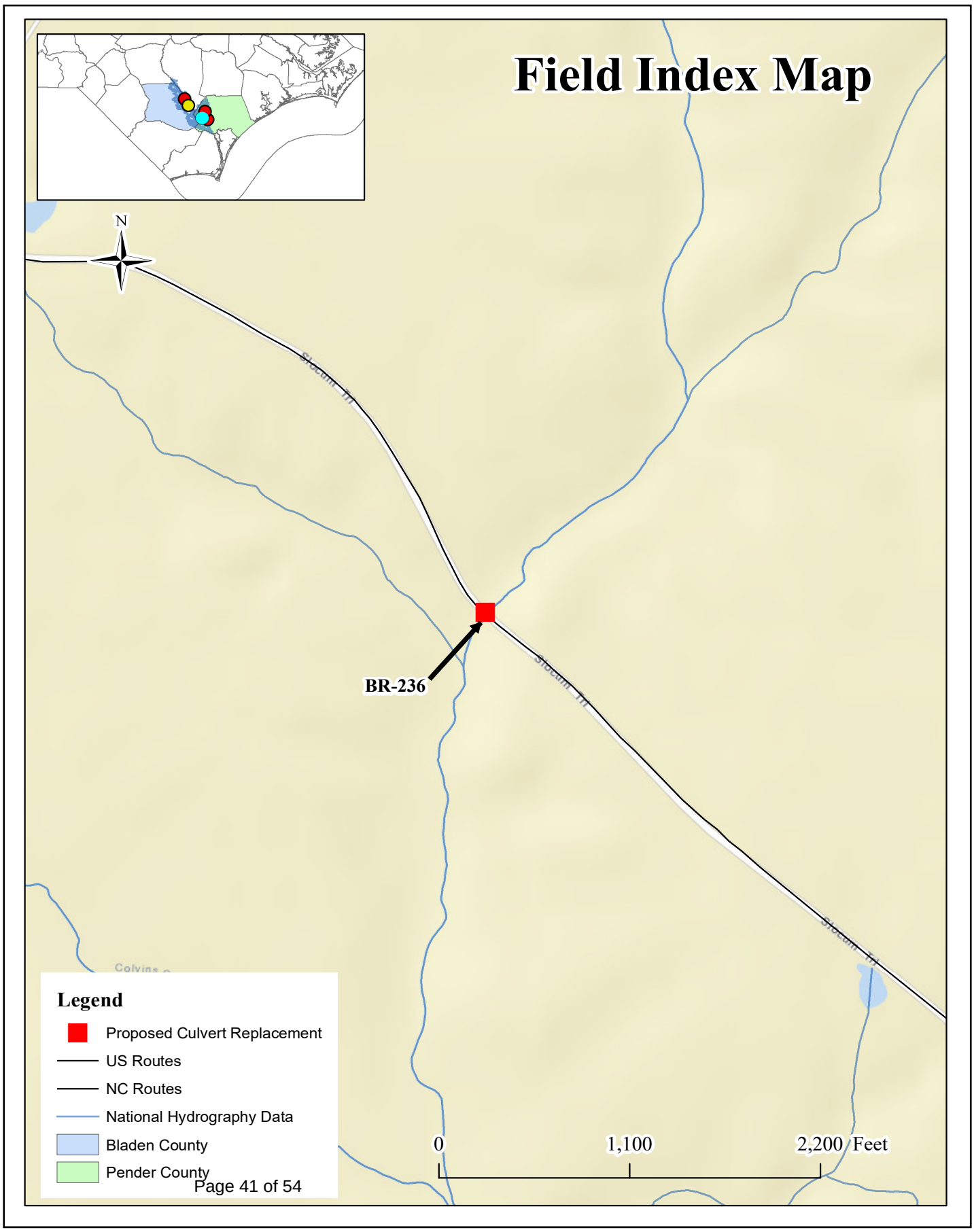


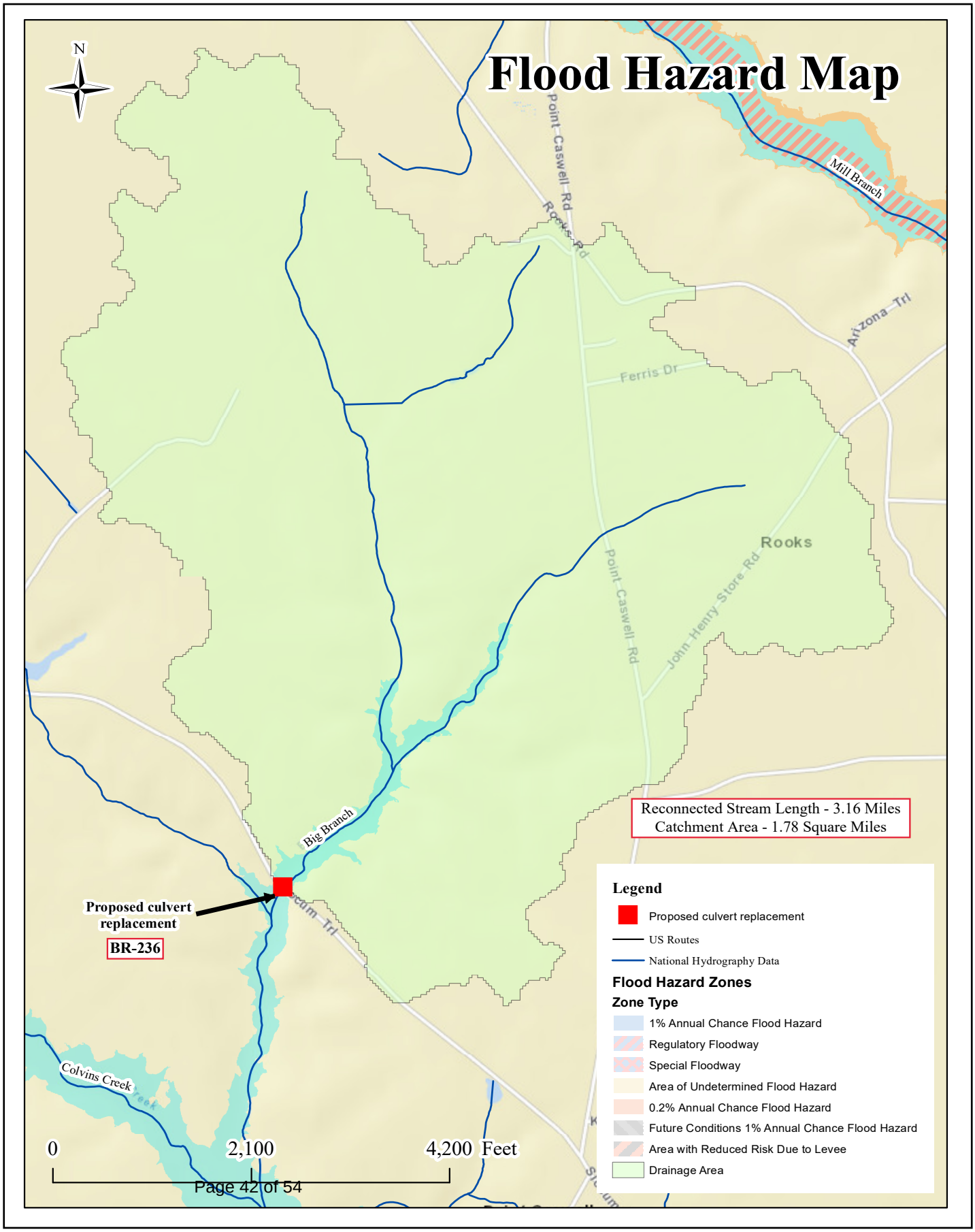
100-year Water Surface Elevations for Existing and Proposed Crossings



Crossing Comparison: Existing vs Proposed Upstream Face of BR-236

BR-236 CULVERT REPLACMENT					
ITEM #	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT COST	TOTAL
SECTION A: ROADWAY, BRIDGE, DRAINAGE					
1	MOBILIZATION, BONDS, INSURANCE, PERMITS	1	LS	$44,000.00	$44,000.00
2	CLEARING AND GRUBBING	1	AC	$5,000.00	$5,000.00
3	REMOVE EXISTING PAVEMENT	230	SY	$10.00	$2,300.00
4	PAVEMENT MATERIAL AND MARKINGS	1	LS	$136,000.00	$136,000.00
5	EROSION AND SEDIMENT CONTROL	1	LS	$7,000.00	$7,000.00
6	TEMPORARY SILT FENCE	480	LF	$3.00	$1,440.00
7	EROSION CONTROL MATTING	200	SY	$3.00	$600.00
8	CONCRETE WASHOUT STRUCTURE	1	EA	$1,000.00	$1,000.00
9	MILLING BITUMINOUS PAVEMENT	230	SY	$15.00	$3,450.00
10	72” RCP	212	LF	$500.00	$106,000.00
11	PIPE OUTLET	4	EA	$1,000.00	$4,000.00
12	SEEDING	0.20	AC	$6,000.00	$1,200.00
13	TRAFFIC CONTROL	1	LS	$3,000.00	$3,000.00
14	SOIL MATERIALS	600	CY	$20.00	$12,000.00
15	TOPSOIL	50	CY	$30.00	$1,500.00
16	FILTER FABRIC	8	SY	$10.00	$80.00
SECTION A: ROADWAY, BRIDGE, DRAINAGE SUBTOTAL					**$328,570.00**
SECTION B: GENERAL PROJECT					
17	ENGINEERING (10%)	1	LS	$32,857.00	$32,857.00
18	CONTINGENCY (20%)	1	LS	$72,285.40	$72,285.40
19	CONSTRUCTION STAKES, LINES AND GRADE (To include Construction Surveying, Supplemental Field Surveying and Supplemental Surveying Office Calculations)	1	LS	$3,500.00	$3,500.00
SECTION B: GENRAL PROJECT SUBTOTAL					$108,642.40
(Sum of Section A Roadway, Bridge, Drainage plus Section B General Project) PROJECT TOTAL					**$ 437,212.40**


Field Index Map
N
BR-236
Stocum Rd
Stocum Rd
Stocum Rd
Legend
Proposed Culvert Replacement
US Routes
NC Routes
National Hydrography Data
Bladen County
Pender County
0
1,100
2,200 Feet


Flood Hazard Map
N
Point Caswell Rd
Mill Branch
Arizona Trl
Ferris Dr
Rooks
John Henry Store Rd
Point Caswell Rd
Big Branch
Reconnected Stream Length - 3.16 Miles
Catchment Area - 1.78 Square Miles
Proposed culvert replacement
BR-236
Colvins Creek
Legend
Proposed culvert replacement
US Routes
National Hydrography Data
Flood Hazard Zones
Zone Type
1% Annual Chance Flood Hazard
Regulatory Floodway
Special Floodway
Area of Undetermined Flood Hazard
0.2% Annual Chance Flood Hazard
Future Conditions 1% Annual Chance Flood Hazard
Area with Reduced Risk Due to Levee
Drainage Area
0
2,100
4,200 Feet

BR-202

BR-202 is proposed as a culvert replacement to support the Black River Aquatic Connectivity Assessment. The existing crossing assessment resulted in a SARP score of 0.08. Field measurements indicate that the culvert is perched about 1.5’ above the normal water surface elevation which inhibits the free passage of aquatic organisms under normal flow conditions. Hence, the scoring and field visit established that this crossing was to be classified as a severe barrier.

Culvert outlet shows that the culvert is perched

Picture Credit: Jeff Crump, M&N, November 11, 2019

The existing structure is a 48” Reinforced Concrete pipe about 53’ in length providing crossing for an Upper tributary to Deer Valley Branch under NC 210.

Looking upstream from the culvert.

Picture Credit: Jeff Crump, M&N, November 11, 2019

Looking downstream from the culvert.

Picture Credit: Jeff Crump, M&N, November 11, 2019

USGS Streamstats (USGS Streamstats, 2019) indicates a drainage area of 0.39 square miles at the existing crossing with 0.30 % impervious area. However, to account for future development, 5% of the total

catchment area was assumed to be impervious. Then, a proposed replacement culvert was conservatively sized using future flow conditions. The proposed culvert is a double-barreled 60" Reinforced Concrete Pipe.

The Proposed culvert was evaluated in HY-8 with respect to the NCDOT sizing criteria. Since NC 210 is considered a Major Arterial, the criteria states that the crossing is to be designed for a 50-year storm (Chang, 2016) and that the proposed headwater from a 100-year storm is not supposed to be higher than the existing 100-year headwater (Chang, 2016, pp. 9-5). The proposed culvert satisfies both of those requirements.

The 10-year flow overtops the roadway in the existing condition. The proposed culvert replacements will reduce the frequency of overtopping by being able to safely pass a 100-year flow without overtopping.

Existing culvert

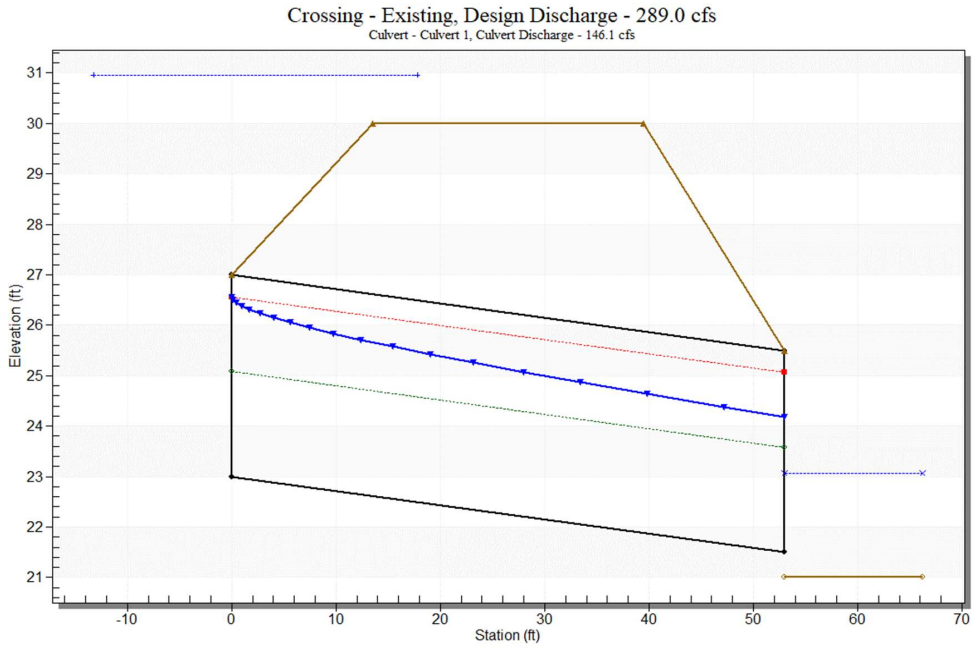
Discharge Names	Total Discharge (cfs)	Culvert Discharge (cfs)	Headwater Elevation (ft)	Inlet Control Depth(ft)	Outlet Control Depth(ft)	Flow Type	Normal Depth (ft)	Critical Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
2 YR	58.00	58.00	26.41	**3.41**	1.36	1-S2n	1.24	2.29	1.53	0.93	12.65	2.32
10 YR	145.00	134.90	30.17	**7.17**	5.31	5-S2n	1.98	3.46	2.55	1.47	15.45	3.06
50 YR	242.00	143.26	30.75	**7.75**	5.74	5-S2n	2.05	3.54	2.65	1.89	15.76	3.56
100 YR	289.00	146.14	30.96	**7.96**	5.90	5-S2n	2.08	3.56	2.68	2.06	15.86	3.74

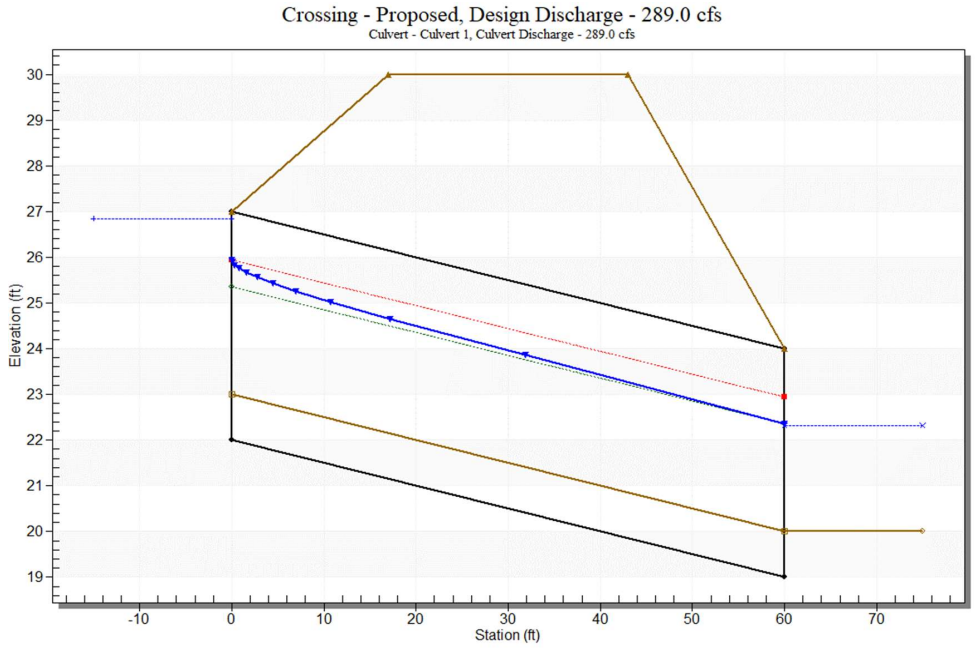
Proposed culvert

Results from HY8 for existing and proposed culverts at BR-202

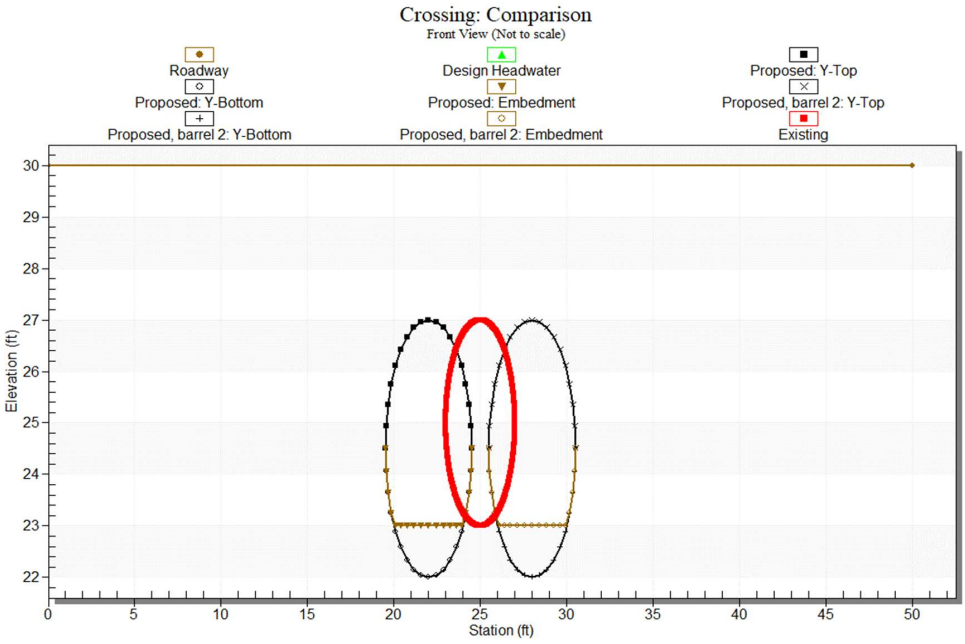
Discharge Names	Total Discharge (cfs)	Culvert Discharge (cfs)	Headwater Elevation (ft)	Inlet Control Depth(ft)	Outlet Control Depth(ft)	Flow Type	Normal Depth (ft)	Critical Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
2 YR	58.00	58.00	24.30	**1.30**	-1.75	1-S2n	0.87	1.11	0.87	0.99	7.31	2.55
10 YR	145.00	145.00	25.42	**2.42**	-0.19	1-S2n	1.55	1.97	1.55	1.62	9.74	3.35
50 YR	242.00	242.00	26.36	**3.36**	2.01	1-S2n	2.11	2.67	2.11	2.12	11.80	3.86
100 YR	289.00	289.00	26.84	**3.84**	3.29	1-S2n	2.36	2.95	2.36	2.32	12.59	4.03

100-year Water Surface Elevations for Existing and Proposed Crossings

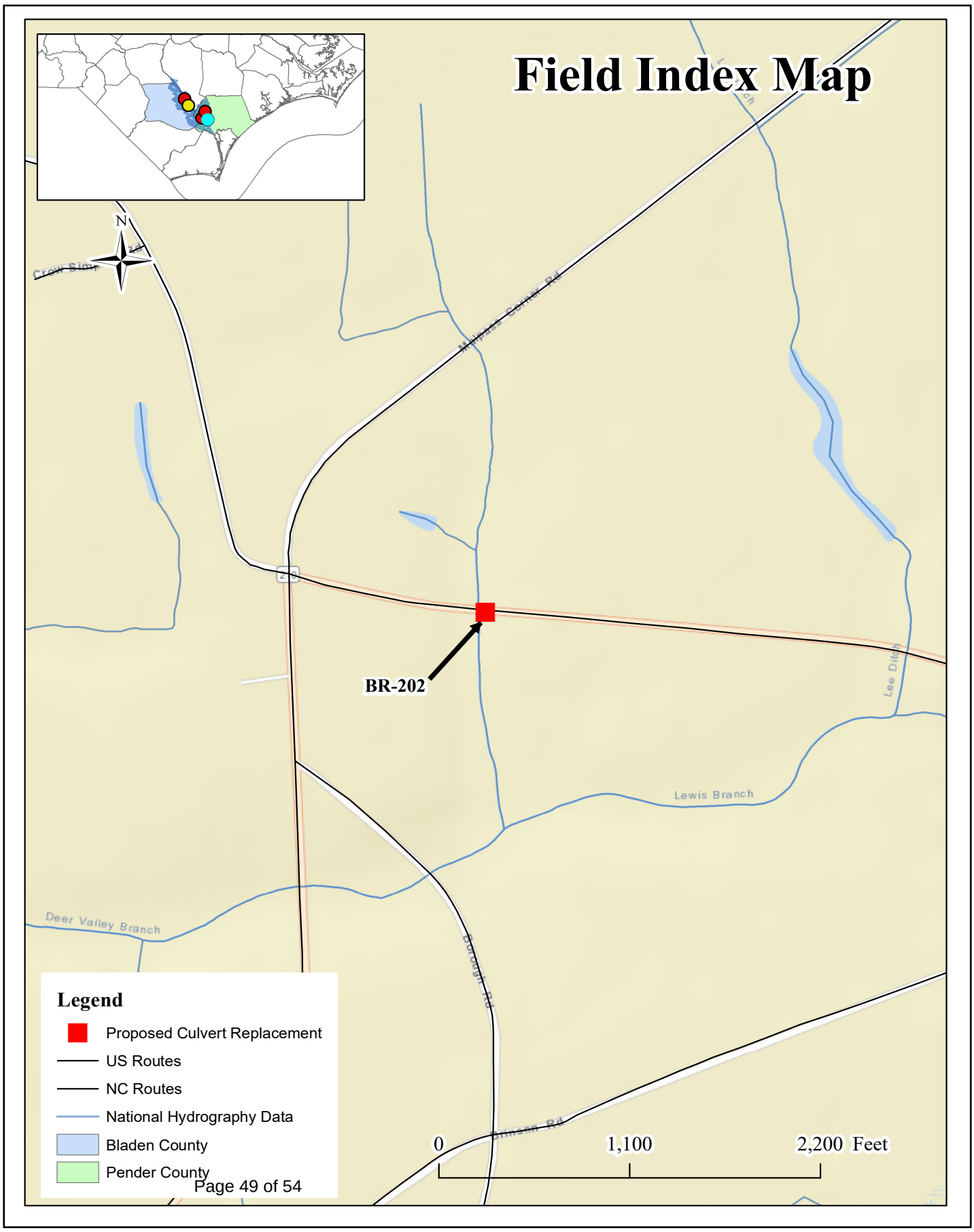


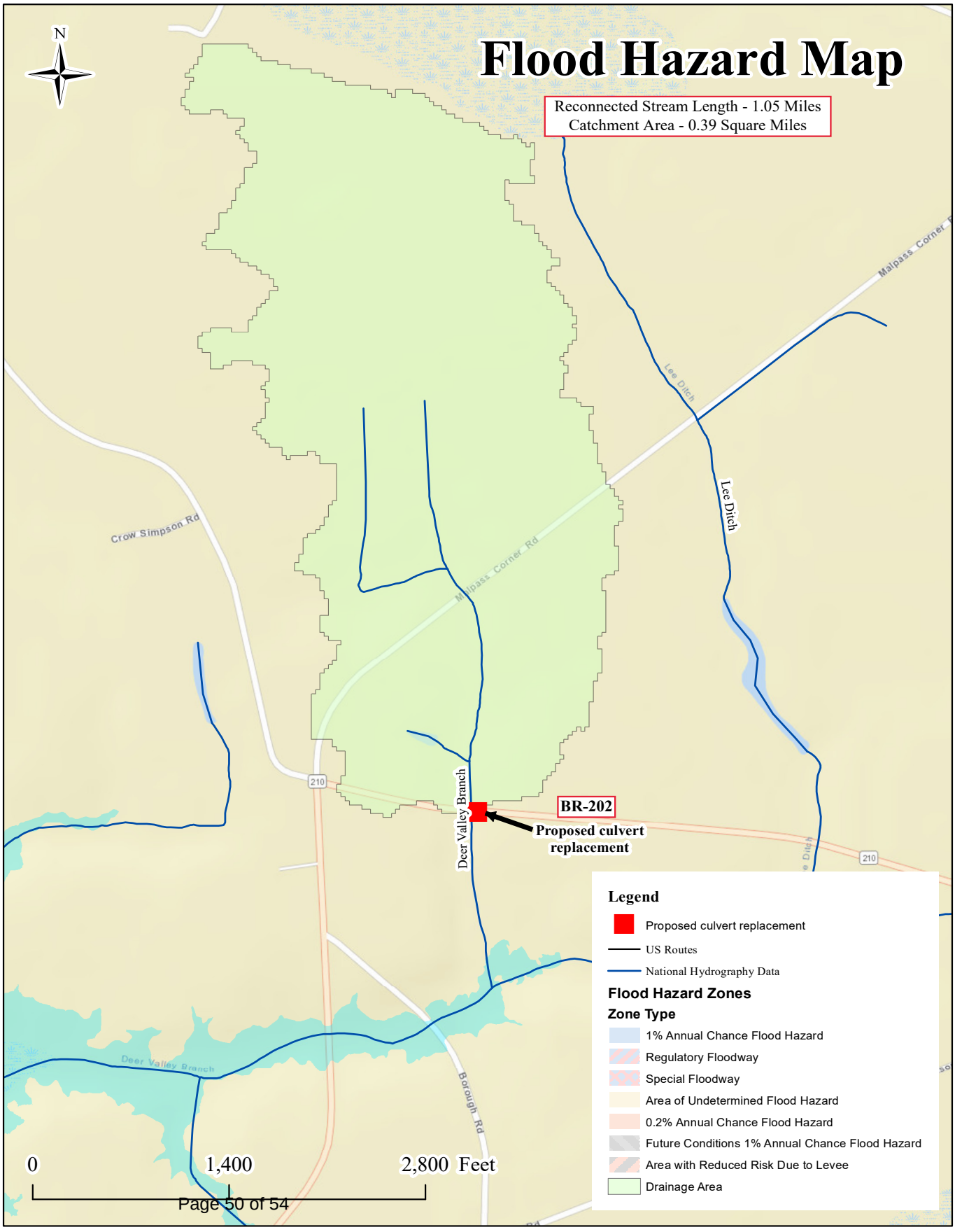


Crossing Comparison: Existing vs Proposed Upstream Face of BR-202



BR-202 CULVERT REPLACEMENT					
ITEM #	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT COST	TOTAL
SECTION A: ROADWAY, BRIDGE, DRAINAGE					
1	MOBILIZATION, BONDS, INSURANCE, PERMITS	1	LS	$35,000.00	$35,000.00
2	CLEARING AND GRUBBING	1	AC	$5,000.00	$5,000.00
3	REMOVE EXISTING PAVEMENT	230	SY	$10.00	$2,300.00
4	PAVEMENT MATERIAL AND MARKINGS	1	LS	$136,000.00	$136,000.00
5	EROSION AND SEDIMENT CONTROL	1	LS	$7,000.00	$7,000.00
6	TEMPORARY SILT FENCE	445	LF	$3.00	$1,335.00
7	EROSION CONTROL MATTING	200	SY	$3.00	$600.00
8	CONCRETE WASHOUT STRUCTURE	1	EA	$1,000.00	$1,000.00
9	MILLING BITUMINOUS PAVEMENT	230	SY	$15.00	$3,450.00
10	60” RCP	106	LF	$490.00	$51,940.00
11	PIPE OUTLET	2	EA	$1,000.00	$2,000.00
12	SEEDING	0.20	AC	$6,000.00	$1,200.00
13	TRAFFIC CONTROL	1	LS	$3,000.00	$3,000.00
14	SOIL MATERIALS	300	CY	$20.00	$6,000.00
15	TOPSOIL	50	CY	$30.00	$1,500.00
16	FILTER FABRIC	8	SY	$10.00	$80.00
SECTION A: ROADWAY, BRIDGE, DRAINAGE SUBTOTAL					**$257,405.00**
SECTION B: GENERAL PROJECT					
17	ENGINEERING (10%)	1	LS	$25,740.50	$25,740.50
18	CONTINGENCY (20%)	1	LS	$56,629.10	$56,629.10
19	CONSTRUCTION STAKES, LINES AND GRADE (To include Construction Surveying, Supplemental Field Surveying and Supplemental Surveying Office Calculations)	1	LS	$3,500.00	$3,500.00
SECTION B: GENERAL PROJECT SUBTOTAL					$85,869.60
(Sum of Section A Roadway, Bridge, Drainage plus Section B General Project) PROJECT TOTAL					**$ 343,274.60**


Field Index Map
N
BR-202
Lewis Branch
Deer Valley Branch
Lee Ditch
Legend
Proposed Culvert Replacement
US Routes
NC Routes
National Hydrography Data
Bladen County
Pender County
0
1,100
2,200 Feet


Flood Hazard Map
Reconnected Stream Length - 1.05 Miles
Catchment Area - 0.39 Square Miles
N
Crow Simpson Rd
Malpass Corner Rd
Lee Ditch
Deer Valley Branch
Borough Rd
210
BR-202
Proposed culvert replacement
0
1,400
2,800 Feet
Legend
Proposed culvert replacement
US Routes
National Hydrography Data
Flood Hazard Zones
Zone Type
1% Annual Chance Flood Hazard
Regulatory Floodway
Special Floodway
Area of Undetermined Flood Hazard
0.2% Annual Chance Flood Hazard
Future Conditions 1% Annual Chance Flood Hazard
Area with Reduced Risk Due to Levee
Drainage Area

References

(2019). Retrieved from USGS Streamstats: https://streamstats.usgs.gov/ss/

Chang, D. S. (2016). Guidelines for Drainage Studies and Hydraulic Design. Raleigh: NCDOT.

DPS, N. (2018). *North Carolina Spatial Data Download*. Retrieved from https://sdd.nc.gov/

USGS. (2014). *Methods for Estimating the Magnitude and Frequency of Floods for Urban and Small Rural Streams in Georgia, South Carolina and North Carolina.* Reston: USGS.

MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT
FOR
SERVICES
Between
Cape Fear Resource Conservation and Development, Inc.
And
Pender County, NC, Government

This Agreement is entered into as of June 2018, between Cape Fear Resource Conservation and Development, Inc. hereinafter referred to as "CFRCD" and Pender County, NC Government hereinafter referred to as the "County".

I. **Purpose:**
Both the County and CFRCD to collaborate on "Assessing Aquatic Activity in the Black River" Project hereinafter referred to as "Project".

Three grants, for a total of $230,000, have been approved and are in possession of or will be coming to CFRCD to support this project. CFRCD and the County are entering into this agreement in support of implementing the following grants in support of the Assessing Aquatic Activity in the Black River project.

- $50,000 – Z Smith Reynolds
- $50,000 – Golden Leaf Foundation (funding by way of collaboration with Bladen County, North Carolina and CFRCD)
- $130,000 – National Fish and Wildlife Foundation
- Additional funding is actively being sought to be utilized for completion of the project

II. **Benefits of Participation:** Implementation of this agreement will assist CFRCD and the County to protect and support conservation of the Black River Watershed including effective aquatic connectivity, decreased flooding, and improved fish passage. It will also increase the capacity of CFRCD to continue seeking grant funding and corporate investments and sponsorships bringing greater awareness to the conservation needs of the Black River Watershed.

III. **Responsibilities:**

A. **CFRCD agrees to:**

1. Complete the fiscal management for the Grants listed in Section 1. This includes submitting necessary financial reports, tracking match dollars, paying all bills associated with the project that are covered by the grants, and other requirements related to the grants.

2. Appoint a project coordinator to ensure that the deliverables for each of the grants are met.

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3. Enter into additional contracts with other entities to complete project deliverables. Examples include contracting with various consulting companies to complete evaluation of culverts and general aquatic accessibility throughout the Black River Watershed as well as engaging with Subject Matter Expert engineers to establish "shovel-ready" projects to improve the aquatic accessibility throughout the Black River Watershed.

4. Provide the County Manager and project steering committee with project and financial updates quarterly.

5. Designate the following as the liaison between CFRCD and the County
   Danielle Darkangelo – Executive Director
   Cape Fear Resource Conservation and Development
   15060 Highway 17 N
   Hampstead, NC 28443
   919-607-9996 (Cell)
   director@capefearrcd.org (Email)

B. **The County Agrees to:**
   1. In-Kind support such as staff support and GIS use and availability, based on the County Manager's discretion.
   2. $9,000 contribution through FY 17/18 funds designated through CFRCD dues in the form of time and efforts
   3. Designate the following as the liaison between the County and CFRCD:
      Randell Woodruff or his designee
      Pender County Manager
      805 S Walker Street
      Burgaw, NC 28425
      910-259-1200 (phone)
      rwoodruff@pendercountync.gov

IV. **It is Mutually Agreed**
   A. Disputes and Conflict of Interest:
      1. In case of disagreements, differences, or other concerns, the liaisons will work to resolve these issues. If they are unable to resolve the differences, the County Commission Chairperson and President of CFRCD will be informed and brought into the process.
      2. If a resolution is not achieved, either party may request and be granted consultation from a mediator selected and agreed to upon by both parties. If mediation is unsuccessful the parties may agree to enter into arbitration. The decision of the arbitrators will be final and binding upon both CFRCD and the County.
      3. Should a potential conflict of interest arise between CFRCD and the County during the tenure of this agreement, the liaisons will immediately discuss the conflict.
   B. This agreement may be amended in writing by mutual consent of the parties to this agreement.
   C. The entire agreement between the County and CFRCD is contained within this document and its appendices.

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In Witness Whereof, the parties hereto have executed this agreement as of the day, month and year first written above:

By: _____
Gary Lanier, Vice-President
CFRCD Board

By: _____
George Brown – Chair
Pender County Commissioners

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Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	June 21, 2021
SUBJECT:	Approve Resolution Approving an Interlocal Agreement for the Administration of Pender County Water and Sewer Districts

SUMMARY:
The water and sewer districts in Pender County are currently administered and operated by Pender County Utilities, but there is no formal agreement in place for that management or to consolidate the budgets of the districts. Bob Jessup presented the concept of the proposed agreement to the Board recently, and this agenda item will implement an operational agreement for those purposes.

ACTION REQUESTED:
Approve Resolution and Interlocal Agreement

ATTACHMENTS:
Resolution
Proposed Interlocal Agreement

Board of Commissioners
George R. Brown, Jr., Chairman
Archibald "Fred" McCoy, Vice Chairman
Jaqueline A. (Jackie) Newton
David A. Piepmeyer
J. David Williams, Jr.

PENDER COUNTY NC

County Manager
Chad McEwen
County Attorney
Carl W. "Trey" Thurman, III
Clerk to the Board
Melissa Long

Resolution Approving an Interlocal Agreement for the Administration of Pender County Water and Sewer Districts

WHEREAS, The Board of Commissioners has received a presentation concerning an agreement for the administration of each of its individual water and sewer districts by the County to simplify operations and budgeting. The presentation indicates that the County and the districts could benefit from consolidating the administration, operation, and budgeting of the districts under the overall control of Pender County Utilities.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Pender County, North Carolina, for the County and as the governing board of the following districts:

Central Pender Water & Sewer District
Maple Hill Water & Sewer District
Moore's Creek Water & Sewer District
Rocky Point-Topsail Water & Sewer District
Scott's Hill Water & Sewer District

That the Board approves the draft dated June 21, 2021, presented to this meeting, of an "Interlocal Agreement for the Administration of Pender County Water and Sewer Districts," and authorizes the Chairman of this Board, the County Manager and all other County officers and agents to prepare the Agreement in final form, and to execute and deliver the Agreement on behalf of the various parties, provided that the Agreement in final form is in substantially the same form as the draft of June 21, 2021, with such minor changes as the Chairman and the County Manager may approve.

The Board directs all County officers and employees to take all such further action as they may consider appropriate in furtherance of the purposes of this resolution.

Adopted this ____ day of _____ 20__.

_____
George R. Brown, Jr., Chairman
Pender County Board of Commissioners

ATTEST:

_____
Nancy Avery
Interim Clerk to the Board

Interlocal Agreement for the Administration of Pender County Water and Sewer Districts

THIS AGREEMENT is dated as of June 21, 2021, and is made by and among Pender County, North Carolina (the "County"), and the water and sewer districts identified on the signature page to this Agreement (the "Districts"), to provide for a new arrangement for the administration of the Districts by the County.

The County and the Districts agree as follows, in consideration of the obligations to be assumed by the County for the Districts and the resulting benefits to the County and its residents:

1. Purpose of the Agreement; authority for the Agreement

The County has considered a variety of ways to organize the administration of the various water and sewer districts in the County, to provide for more efficient and equitable operation of the Districts' water and sewer systems (called the "Systems" in this Agreement, and each one a "System") for all the County's residents and the District's customers while maintaining appropriate financial performance across the Districts as a group.

This Interlocal Agreement is designed to create centralized administration for the Districts by the County to provide for that enhanced operation. Under this Agreement, the County will manage and administer the Districts in a unified manner, as if all the water and sewer assets of the Districts were a single County-wide system, instead of managing and regarding each District as a separate entity and system.

The County and the Districts enter into this agreement pursuant to the authority of N.C. Gen. Stat. 160A-461, under which local governments may contract or enter into agreements with another local government "in order to execute any undertaking." This Agreement sets forth the terms pursuant to which the County and the Districts will jointly exercise their respective authority in connection with the operation of public water and sewer services.

2. Term of the Agreement

(a) The term of this Agreement begins on July 1, 2021.

(b) The term of this Agreement ends on June 30, 2050, except as otherwise provided in this Agreement.

(c) The Agreement may also terminate as provided in Section 6.

(d) The parties, or the County and any subset of the Districts, may at any time extend the term of this Agreement, but no extension may extend for more than 30 years from the effective date of the extension.

3. Delegation of operations; Obligations assumed by the County

Each District delegates to the County and the County agrees to carry out all aspects of the management, operation and administration of each respective System, including: operating, managing, and maintaining physical assets; procuring and maintaining insurance; and setting and collecting rents, rates, fees, charges. The further provisions of this Section 3 are intended to amplify this delegation and provide certain specific examples, but the intent of the parties is that the County will stand in the place of each District with full power and authority for the operation of its respective System. The Districts acknowledge that the County intends to manage the Systems as a single integrated enterprise.

3.1 Personnel. Each District appoints County officials, acting under the direction of the County Manager, to carry out any task or transaction related to this Agreement or the operation of the Systems.

3.2 Set rates on a collective basis. The County may set and adjust rates, fees and charges for the use of and the services provided by the Systems in its discretion. The County may set some or all of the rates, fees and charges on a basis that is uniform across all the Systems, or may vary rates, fees and charges as permitted by law and as required to meet individual District needs. The Districts and the County intend that the District will set and adjust rates, fees and charges so as to produce operating receipts in each of the County's fiscal years sufficient to pay all debt service related to the Systems, to pay all costs of operation and maintenance, and to provide appropriate operating and capital reserves.

3.3 Payment of Bonds; Observance of Covenants. The County will pay promptly, as provided in the relevant agreements, all amounts payable on all bonds and other obligations of the Districts. The County covenants that it shall faithfully do and perform and always fully observe all covenants, undertakings, stipulations and provisions contained in the agreements providing for the issuance of and security for those bonds and other obligations. The obligations of each District under its bonds and other obligations, however, remain the obligations of the District, and do not become direct obligations of the County under this Agreement.

3.4 Operation and Maintenance. The County will at all times (a) operate the Systems properly and in a sound and economical manner, (b) properly maintain, preserve, and keep the Systems in good repair, working order, and condition, and (c) from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals, so that at all times the operation of the Systems may be properly and advantageously conducted.

3.5 Rules, Regulations and Other Details. The County will establish and enforce reasonable rules and regulations governing the operation, use, and services of the Systems. All compensations, salaries, fees and wages paid by the County in connection with the maintenance, repair and operation of the Systems must be reasonable. The County will comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Systems or the County.

3.6 No Competing Services. The County promises that, to the extent permitted by law, it will prohibit and not consent to the furnishing of, or permit any person whatsoever to furnish, public water or sewer services within the County except in areas wherein no System is able economically to serve the occupants and properties.

3.7 Payment of Lawful Charges. The County will pay all taxes and assessments or other municipal or governmental charges lawfully levied or assessed upon or in respect of the Systems or upon any part of any System. Nothing in this Section, however, requires the County to pay or discharge, or make provision for, any lien or charge so long as the County is contesting the lien or charge in good faith and by appropriate proceedings.

3.8 Insurance and Reconstruction. The County covenants that it will obtain and maintain insurance, with reasonable terms, conditions, provisions and costs, that the County determines will afford appropriate protection against insurable risks in connection with the Systems and their operation. All insurance policies must be carried with a company or companies properly authorized and qualified under State law. The County will apply the proceeds of all insurance covering damage to or destruction of the System to the repair, replacement or reconstruction of the damaged or destroyed property.

3.9 Annual Budget of Operating Expenses. The County will develop an annual budget for each fiscal year in a manner consistent with North Carolina law, but under this Agreement the County may prepare a single budget for the Systems as a whole (and need not prepare individual budgets for each System). The County may at any time adopt an amended or supplemental annual budget for the remainder of the then-current fiscal year. The County covenants that the operating expenses for the Systems incurred in any fiscal year will not exceed the reasonable and necessary amount.

3.10 Records, Books and Audits. (a) The County will keep accurate records and accounts of (i) all items of cost and of all expenditures relating to the Systems, (ii) the collection of System revenues, and (iii) the application of System revenues.

(b) The County will cause an audit to be made of its books and accounts relating to the assets, liabilities and results of the operation of the Systems in each of the County's fiscal years.

(c) Under this Agreement, the County's records, accounts and audits may be maintained and reported on the basis of the Systems as a whole only, without regard to the separate District Systems.

4. Rights reserved by the Districts

Nothing in this Agreement is intended in any way to affect the continued legal existence of any District, or the ownership by each District of its respective System.

Nothing in this Agreement allows the County to borrow money on behalf of a District without the approval of the County's Board of Commissioners acting, in its role as the governing body of that District, with due regard to the best interests of that District and its residents and customers.

5. Representations, Covenants and Warranties

The County and each of the Districts makes the following statements of fact to each of the others, with the understanding and intent that each party will rely on these statements in choosing to enter into this Agreement:

(a) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either is now a party or by which either is bound or constitutes a default under any of the foregoing. The Agreement is a valid and binding obligation of the respective party.

(b) To the knowledge of each party, there is no litigation or other court or administrative proceeding pending or threatened against that party (or against any other person) affecting that party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither the party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

6. Default and Remedies

6.1 Events of Default. An "Event of Default" under this Agreement means (a) any party's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of 30 days after any party has given notice to the defaulting party specifying the failure and requesting that it be remedied, or (b) the County's failure to make any payment, in a full and timely manner, on any District's bonds or other obligations.

6.2 Waiver or Extension of Time.

(a) The County can waive any Event of Default by any District, or extend the time a District has to cure a default, even if the default or Event of Default may have implications for another District.

(b) In the case of a default or Event of Default by the County, a waiver or extension of time may be granted with only the action of those Districts directly affected by the default or Event of Default.

6.3 Remedies on Default. Whenever any Event of Default is continuing, any of the non-defaulting parties may take one or any combination of the following remedial steps:

(a) Cure the default and seek reimbursement from the defaulting party for all expenses incurred in curing the default; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of a defaulting party under this Agreement.

(c) In addition, if the County fails to make a full and timely payment on any District's bonds or other obligations, that District may elect, by notice to the County, to revoke this Agreement wit respect to that District. The District must give the County at least 60 days' advance notice of its election to revoke this Agreement. Any revocation, however, does not affect the continued effectiveness of this Agreement among the remaining parties.

No remedy conferred upon or reserved to any party in this Agreement is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power, and any such right and power may be exercised from time to time and as often as may be deemed expedient.

7. Miscellaneous

7.1 Notices. Any communication provided for in this Agreement must be in writing (not including electronic mail or facsimile transmission). Any communication under this Agreement will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(a) if to the County, to County Manager, Pender County, Attention: Notice under Interlocal Agreement for Water District Management, 805 South Walker Street, P.O Box 5, Burgaw, NC 28425

(b) if to any of the Districts, to the Chairman, Board of County Commissioners, Pender County, Re: [notice must insert name of District here], Attention: Notice to District under Interlocal Agreement for Water District Management, 805 South Walker Street, P.O Box 5, Burgaw, NC 28425

7.2 Amendments. This Agreement may only be amended with the written consent of all parties.

7.3 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

7.4 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

7.5 Applicable Law. The parties intend that North Carolina law will govern this Agreement and all matters of its interpretation.

7.6 No Third-Party Beneficiaries. There are no other parties intended as third-party beneficiaries under this Agreement.

7.7 No Separate Commission. The parties are not establishing any separate commission or other body to administer or carry out the terms of this interlocal agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

ATTEST: [SEAL]

PENDER COUNTY, NORTH CAROLINA

_____

Nancy Avery
Interim Clerk, Board of Commissioners

By: _____

George Brown
Chairman
Board of Commissioners

Central Pender Water & Sewer District

Maple Hill Water & Sewer District

Moore's Creek Water & Sewer District

Rocky Point-Topsail Water & Sewer District

Scott's Hill Water & Sewer District

By: _____

ATTEST: [SEAL]

George Brown
Chairman
Board of Commissioners
On behalf of all Water Districts

_____

Nancy Avery
Interim Clerk, Board of Commissioners

[Interlocal Agreement dated as of June 21, 2021]

Pender County
Approval of a Budget Amendment and Purchase Order Final Phase of Tyler Technologies projects

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	June 21, 2021
SUBJECT:	Approval of a Budget Amendment and Purchase Order Final Phase of Tyler Technologies projects

SUMMARY:
Munis Tax and EnerGov implementation projects are complete and Tyler Technologies has finalized their implementation of several critical software systems that the County relies on for operations. This budget amendment is to budget from prior years fund balance not previously spent, to fund these final phases of implementation for Munis Tax. Please note that the purchase order for Tyler Technologies includes a portion for EnerGov from the Inspections Department that was already budgeted. Please see below for allocation of purchase order:

450-407400 Capital Outlay - $370,423
450-404500 Contracted Services - $152,790
650-404500 Contracted Services - $25,886

ACTION REQUESTED:
Please approve the attached budget amendment as presented as well as the purchase order to Tyler Technologies for the total $549,099.

Wednesday, June 9, 2021

Pender County Budget Ordinance Amendment

Date Monday, June 21, 2021

Board Meeting Date (If Applicable) Monday, June 21, 2021

Fiscal Year FY 2020-2021

Fund 10 - GENERAL

Division, Program, Project, etc. Tax Administration

Department 450 - TAX

Purpose of Request

This budget amendment is to budget for final payments to Tyler Technologies for Munis Tax Project.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	Fund Balance	523,213
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	450-407400	Capital Outlay	370,423
2	450-404500	Contracted Services	152,790
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 523213

Total Expenditures 523213

Budget Amendment Balances when Zero. 0

Prepared By: Margaret Blue

Email mblue@pendercountync.gov

Pender County
Well abandonment proposal

TO:	BOCC
FROM:	Chad McEwen
DATE:	June 21, 2021
SUBJECT:	Well Abandonment proposal

SUMMARY:
County has received proposal to abandon 33 wells on the Pender Commerce Park Parcel Numbers 15, 16, 17, 18 and 19. These wells were formerly part of a monitoring program at the former BASF/Takeda property owned by Pender County. The subject property is within the Pender Commerce Park on Hwy 421. The proposal contains the scope of work, cost estimate and authorization information.

SCOPE OF WORK
Proposed services are designed to permanently abandon the 29 monitoring and 4 recovery wells as referenced. These wells represent a total of 908.5 feet of 2-inch diameter wells and 200 feet of 4-inch diameter wells. These wells were used in the past for assessment, remediation, and monitoring of groundwater contamination at the former BASF/Takeda facility. The facility has since been closed and is now mostly demolished. The County owns the property and has a Brownfield Agreement in place with the NC DEQ.

The vendor, Wood Environmental and Infrastructure Solutions, INC, has obtained construction records for the wells which were used to estimate the total footage for abandonment.

The vendor proposes to conduct the following steps in abandoning the wells:

- Identify each well location and well number in the field
- Remove any connected surface piping and protective lids on the well
- Generate a neat cement/bentonite grout at the well head
- Use a work rig operated by NC Certified Well Contractor to lower piping to the bottom of the well
- Use a drill rig mud pump, pump the grout from the surface down through the piping to the bottom of the well until the water has been thoroughly displaced

- A field representative for the vendor will oversee and document each well abandonment
- The vendor will prepare the NCDEQ-required well abandonment forms for all wells abandoned and provide these to Pender County in a letter report
- Cost of $24,080
- Work can begin within one week of authorization

ACTION REQUESTED:
Approve vendor proposal as presented

Report of Services on the Brownfield and NCDEQ REC Program Clean-up Program

Former BASF/TAKEDA Property

Pender County Commerce Park

Prepared for:
Pender County
805 S Walker St,
Burgaw, NC 28425

June 7, 2021

June 7, 2021

Chad McEwen
Pender County Manager
Pender County
805 South Walker Street,
Burgaw, North Carolina 28425

RE: Report of Services on the Brownfield and NCDEQ REC Clean-up Program
Former BASF/Takeda Property Owned by Pender County
Pender Commerce Park

Dear Mr. McEwen:

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to provide this report of our services related to the Brownfield Status and NCDEQ REC Clean-up program at the former BASF/Takeda property owned by Pender County. The subject property includes Parcel Nos 15, 16, 17, 18 and 19. These parcels are all within the Pender Commerce Park on Hwy 421.

We are excited for this opportunity to assist Pender County with this project. Please feel free to contact our proposed Project Manager Mr. Chris Pruneau. His contact information is below.

Respectfully submitted,

Wood Environment & infrastructure Solutions, Inc.

J. Chris Pruneau, P.G.
Principal

Introduction

The purpose of this project is for Wood to provide Pender County environmental and regulatory support services on the Pender Commerce Park property. The former owner of the subject property BASF is the responsible party engaged in a NCDEQ-mandated post-remediation groundwater monitoring program on the southern part of the Commerce Park property. The groundwater monitoring program is under the NC IHSB Voluntary Clean-up Program also known the REC Program. There are approximately 29 groundwater monitoring wells and 4 groundwater recovery wells that are within a portion of the Pender Commerce Park property that Pender wishes to sell for development. These wells need to be abandoned so they are not in the way of the future development.

Specifically, the wells are located on Pender Commerce Park Parcel Nos 15, 16, 17, 18 and 19. These wells were formerly part of a monitoring program at the former BASF/Takeda property owned by Pender County. The subject parcels are within the Pender Commerce Park on Hwy 421.

Project Background Information

Pender County currently owns 155 acres of land that was the former site of the BASF/Takeda manufacturing facility. The facility, was formerly part of BASF's Care Chemicals Division, manufactured and formulated vitamin C and B products. The property is located off US 421 South and is traversed by the New Hanover and Pender County line. As the property exists, approximately 84.47 acres of the total parcel is located within Pender, while the remaining acreage (70.55 acres) is located within New Hanover County. The property address is 101 Vitamin Drive in Wilmington. A map showing the property location and Parcels 15, 16, 17, 18 and 19 is provided as Figure 1.

On March 31, 2009, BASF discontinued all operations at the facility. Upon subsequent environmental review of the site, it was determined that residual deposits of monitored contaminants were present. Examples of potential contaminants included Acetone, Arsenic, Benzene, Cadmium, Mercury, Thallium, Chloroform, Zinc, and Chloride. Based on the presence of these contaminants the property was designated as a Brownfield site as determined by the Brownfield Property Reuse Act of 1997. Following the closure of the facility, BASF approached Pender County regarding the county's interest in purchasing the property, which cumulatively include approximately 400 acres.

Since that time Pender has developed Pender Commerce Park within the northern portion of the former BASF/Takeda site. Currently, PCP consists of 245 acres of Class A industrial sites and is homes to Acme Smoked Fish, FedEx, Empire Distributors, Coastal Beverage, Polyhose (2021), an existing shell building, and another shell building planned for 1st quarter 2021. Due to the success of PCP, Pender desires to expand the park to include the former BASF property which contains several remaining buildings, 2 warehouses, a wastewater and water plant, and other ancillary

structures. This property also contains approximately 33 monitoring and recovery wells that were installed during the REC Assessment program mainly during the 1990's.

Summary on the NCDEQ Regulatory Issues

Wood has accessed and reviewed the BASF/Takeda REC monitoring program files on the NCDEQ Website. We have also discussed these data with the head of the REC Program Ms. Janet McDonald at the NCDEQ. To date, all documented and monitored contaminants under the program, except for chloride, have either:

a) naturally attenuated to below NCAC 2L Groundwater Standards or,
b) been determined to be naturally occurring and removed from the required monitoring program.

The chloride concentrations still exceed NC Groundwater Standards (2L) in a number of wells, however all of the wells with chloride exceedances are south of the Parcels that Pender County is selling for new development.

Pender County has a Brownfield Agreement on the site with the NCDEQ. The groundwater monitoring program that BASF is responsible for involves sampling groundwater from monitoring wells located on properties within the Pender Commerce Park. The Brownfield and REC are separate NCDEQ programs. The wells on the Pender Parcels that need to be abandoned are part of the NCDEQ REC Program monitoring program, however most are in the potential footprint of future structures within undeveloped parcels of the Commerce Park. Therefore, Pender County has asked Wood to work with the former property owner/responsible party and the NCDEQ to develop a strategy and solution to get the monitoring wells removed from the areas desired for the development of the subject parcels in the Commerce Park.

Summary of Scope of Services

The objective of the scope of work is to determine the most technically and regulatory sound measures to remove the monitoring wells and allow the development of Parcels 15-19 within the Pender Commerce Park. Wood's approach has included the following tasks:

- Wood has review the NCDEQ files on the groundwater monitoring program being conducted by the former landowner. We have also reviewed the historical assessment and remediation files to sufficiently to gain an understanding of the groundwater chemistry trends, monitoring well locations and regulatory importance for each of the monitoring wells located in the parcels slated for development.
- Wood has met with the lead regulatory agency NCDEQ IHSB (REC Program) to discuss the monitoring wells and work with the agency to develop a strategy that meets the requirements and needs of Pender County.

- Wood has conducted discussions with the former landowner's consultant on how to best facilitate the County's needs.
- Wood has met with the NCDEQ Brownfield Manager Sam Watson regarding the Brownfields Program's position on abandoning the wells.
- Wood's project manager has engaged and communicated with Pender County during the process.

Following these file reviews and meetings, Wood evaluated the various options that are available to achieve the goals of removing/abandoning the monitoring wells that are in the way of new development on the subject tracts. Wood has prepared this report of our evaluation of the options and recommendations for a plan for moving forward

Discussion

Groundwater Conditions and Monitoring Program

Wood has accessed and reviewed the BASF/Takeda REC monitoring program files on the NCDEQ Website. We have discussed these data and well abandonment options with the head of the NCDEQ REC Program Ms. Janet McDonald. To date, all documented and monitored contaminants under the, except for chloride, have either:

c) naturally attenuated to below NCAC 2L Groundwater Standards or,
d) been determined to be naturally occurring and removed from the required monitoring program.

The limited metals that were once part of the groundwater monitoring program were dropped from the required monitoring by the NCDEQ who agreed with BASF's consultant that these metals were naturally occurring and not man-made contaminants.

The chloride is the only remaining constituent that is required to be monitored. Chloride is a regulated as a secondary drinking water standard and is only regulated due to it's potential for affecting the taste of water. It is not considered harmful to health at the levels in the wells south of the Pender property. Chloride concentrations exceed NC Groundwater Standards (2L) in about 10 wells, however all the wells with exceedances are south of and hydraulically downgradient of the Pender Commerce Parcels 15-19. Therefore, the wells on the Pender parcels are hydraulically upgradient of the wells that still show chlorides above the NC Groundwater Standard of 250 milligrams/litre (mg/L). In summary, this means that the most, if not all, of the wells on Pender Commerce Parcels 15-19 are no longer needed in the REC groundwater monitoring program.

The wells on the Pender property are not used or needed under Pender County's Brownfield agreement with the NCDEQ according to our conversations with Mr. Sam Watson with the Brownfields Program. The Brownfield Program objective is for the property to be redeveloped.

Access Agreement

Wood has reviewed the access agreement that has been granted to BASF for access to the monitoring wells for the purpose of groundwater sampling and measurement of water levels. Wood's opinion is that the access is granted however, there appear to be no restriction for Pender to abandon wells on their property. Furthermore, there is a statement in the agreement that indicates that the access agreement should not interfere with redevelopment of the Pender County property. Wood would therefore conclude that the access agreement does not deter Pender from abandoning the wells located on their property.

Entering the NCDEQ REC Program

As part of our scope of work Wood evaluated the option of Pender County entering into an administrative agreement to become the responsible party in the REC program and taking over the responsibility of the groundwater monitoring from BASF. In this scenario BASF would be removed from responsibility, but not fully according to the NCDEQ. Although this would give Pender County control over the wells, Wood does not recommend this path for Pender County due to substantially higher cost and potential liability for unforeseen environmental issues. Pender County would be responsible for the issues both on and off their property under this scenario. Based on discussion with BASF's consultant and the NCDEQ the environmental liability could still ultimately rest with BASF, and BASF and NCDEQ are both unlikely to view this situation favourably.

Recommendation

Wood has evaluated the potentially viable options to allow Pender County to abandon the monitoring wells on Parcels 15-19 at Pender Commerce Park. In our opinion the best option forward is for Pender County to notify the NCDEQ REC Program (Janet McDonald) of their intent to abandon the monitoring and recovery wells. Based on NCDEQ's response, which Wood believes will be to agree to Pender County's request, Pender County can make arrangement to move forward with abandoning the wells on their property. This will remove the problem of the wells being in the way of sale and redevelopment of the subject parcels.

Wood Environment & Infrastructure Solutions, Inc. 4720 Oleander Drive, Suite 110 Wilmington, NC 28403 (910) 452-1185	**TITLE:** PENDER COMMERCE PARK SHOWING PARCELS 15, 16, 17, 18, AND 19		**FIGURE 1**
wood	**SITE:** PENDER COUNTY, NORTH CAROLINA	**SCALE:** AS SHOWN **DATE:** 6/04/2021 **PROJECT:** **DRAWN BY:** WBM **CHECKED BY:** JCP	

V: ~~32574~~ 35276

wood.

Professional Services Agreement

PARTIES

THIS AGREEMENT (the "Agreement"), effective this 16th day of March, 2021 is made by and between **Wood Environment & Infrastructure Solutions, Inc.,** a Nevada corporation, with an address at 5710 Oleander Drive Suite 110 Wilmington, NC ("Wood") and **Pender County, North Carolina with an address at 805 S. Walker Street Burgaw, NC 28425.**

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

PROJECT
CLIENT engages Wood to provide services in connection with: (See Attached Proposal)

SCOPE OF SERVICES
Wood agrees to perform services in accordance with its Proposal as follows: (See Attached Proposal)

CLIENT agrees that all services not expressly included are excluded from Wood's Scope of Services.

COMPENSATION (in U.S. Dollars) (check one)

____ **Firm-fixed price:** CLIENT agrees to compensate Wood on a firm-fixed price basis in the amount of: $_____.

_X **Time and materials, cost not to exceed $6,930.00:** CLIENT agrees to compensate Wood for all hours worked and other costs incurred at the rates and terms set forth herein. Should the total cost of Wood's performance be greater than the estimated amount shown below, Wood will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

Labor Categories and Hourly Labor Rates: per proposal

Other Direct Costs (per propsoal):

Total budgeted time and materials cost: **$6,930.00**

ATTACHMENTS
The listed attachments form part of this Agreement:

1. Proposal, dated 2/4/21
2.

Terms and Conditions

1. COMPENSATION: Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a late fee of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or the maximum amount allowable by law on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by Wood in the collection of delinquent invoice amounts shall be paid by CLIENT.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Wood of that fact in writing within ten (10) days from the date of receipt of Wood's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by Wood. Wood may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) Wood reasonably believes that CLIENT will be unable to pay Wood in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until Wood has been paid in full for all balances past due including applicable service charges and CLIENT provides Wood with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

2. STANDARD OF CARE: Wood will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Wood's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: Wood shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Wood shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Wood and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: Wood will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) ($1,000,000 per occurrence / $2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage ($1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Wood, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Wood encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Wood shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Wood's reasonable opinion, the conditions cause an increase or decrease in Wood's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Wood's compensation, schedule, or both. In the event no Change Order is agreed to, Wood reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. FORCE MAJEURE: Should performance of Services by Wood be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by Wood; earthquakes; fires; floods; labor disturbances; epidemics, pandemics; and unusually severe weather. Wood will be granted a time extension and the parties will negotiate an

equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by Wood. The Parties agree that the current COVID-19 Pandemic shall be deemed a Force Majeure under this section and that any on-going or future potential or actual disruptions, or delays in performance of services or deliverables related to the COVID-19 Pandemic will be subject to the time and compensation requirements listed in this Section 6.

7. CLIENT'S RESPONSIBILITIES: CLIENT agrees to provide Wood all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Wood for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Wood's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Wood will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Wood in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT At no time will Wood assume possession or title, constructive or express, to any such samples or wastes.

10. LIMITATION OF LIABILITY: As part of the consideration Wood requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Wood by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Wood or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of Wood's standard of care hereunder shall be to require Wood to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WOOD TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WOOD IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS ($50,000) OR THE TOTAL FEES ACTUALLY PAID TO WOOD BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WOOD OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WOOD IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Wood would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Wood, (iv) the Limitation is merely a limitation of, and not an exculpation from, Wood's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Wood, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Wood performing the Services in accordance with the Standard of Care.

Wood and CLIENT each hereby waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including, but not limited to: loss of use, loss of revenue, loss of profit, loss of contracts, loss of product or production, or loss of business opportunity) incurred by either Wood or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Wood shall be liable are limited to that proportion of such damages which is attributable to Wood's percentage of fault subject to the other limitations herein.

11. INDEMNITY. CLIENT agrees to defend, indemnify, protect and hold harmless Wood and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Wood under this Agreement, unless such injury or loss is caused by the sole negligence of Wood.

12. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other.

13. COST ESTIMATES: If included in the Services, Wood will provide cost estimates based upon Wood's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Wood's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. TERMINATION Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Wood to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the Wood office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Wood. The presence of Wood's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Wood's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Wood is not responsible for safety or security at a site, other than for Wood's employees, and that Wood does not have the contractual duty or legal right to stop the work of others.

17. DISPUTES. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the state of ~~the Wood office that is entering into this Agreement.~~ North Carolina CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Wood, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Wood's reports or recommendations to any person or organization other than those identified in the project description without Wood's written authorization. CLIENT releases Wood from liability and agrees to defend, indemnify, protect and hold harmless Wood from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Wood under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Wood.

19. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Wood and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Wood be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Wood. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Wood services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Wood have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT		**Wood Environment & Infrastructure Solutions, Inc.**	
By:		By:	
Name:	Chadwick McEwen	Name:	J. Chris Pruneau
Title:	County Manager	Title:	Principal

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

Margaret C. Blue

Pender County
Appointment of new member

TO:	BOCC
FROM:	Nancy Avery
DATE:	
SUBJECT:	Appointment to Pender Memorial Hospital Board

SUMMARY:
Willie J. Armstrong requests appointment to the board for a 3 year term and the board concurs. Mr. Armstrong's application is attached.

ACTION REQUESTED:
Appoint Mr. Willie J. Armstrong to a 3 year term on the Pender Memorial Hospital Board

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION								
Last Name	Armstrong	First	willie	M.I.	J	Date	04/27/2021	
Physical Address	12127 Highway 210					Apartment/Unit #		
City	Rocky Point	State	N.C			ZIP	28457	
Mailing Address (if different from above)	12127 Highway 210							
City	Rocky Point	State	N.C			ZIP	28467	
Home Phone	910 675 2400	Work Phone	C718 614 5102			E-mail Address 1	williej.armstrong@aol.com	
Fax Number						E-mail Address 2		
Board Interest(s)								
How long have you been a resident of Pender County?	8 years ?							

EDUCATION								
High School	Pender County Training School				Location	Rocky Point,N.C		
From		To		Did you graduate?	YES ☑	NO ☐		
College	California Coast Uni				Location	California		
From		To		Did you graduate?	YES ☑	NO ☐	Degree	Bachelors Degree Bus Adm
Other	Blanton Peale				Location	New York,N.Y		
From		To		Did you graduate?	YES ☑	NO ☐	Degree	Certificate Pastoral Care Counseling

EMPLOYMENT HISTORY			
Current Employment	Retired	Job Title	
Responsibilities			
Previous Employment	Armstrong Funeral Home	Job Title	Owner/Manager
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).

State reasons why you feel qualified for this appointment(s):

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.

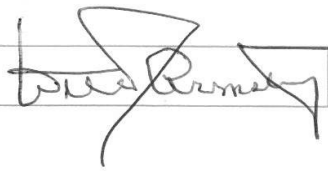
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

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 Willie J Armstrong  Date 04/27/2021

Pender County
Two members request another term on the board

TO:	BOCC
FROM:	Nancy Avery
DATE:	June 21, 2021
SUBJECT:	Reappointments to Pender Memorial Hospital Board

SUMMARY:
1. Appointee Denise Houghton's term ends July 25, 2021 and she requests appointment to another 3 year term.
2. Appointee Amy Logsdon's term ends July 25, 2021 and she requests appointment to a 3 year term. Ms. Logsdon was appointed by the Board of Commissioners recently to fill a vacancy that ended July 25th.

ACTION REQUESTED:
Re-appoint both members currently serving on the board

Pender County
Request of Board Action

TO:	Board Of County Commissioners
FROM:	Gideon Smith
DATE:	June 21, 2021
SUBJECT:	Resolution Requesting Approval of a Special Use Permit for the construction and operation of an eighty-five (85) foot monopole telecommunication facility to aid in the operation of an existing solar farm within the RA, Rural Agricultural zoning district.

SUMMARY:
Ryan Woods, applicant, on behalf of Clarence Dawson Jr. Cartwright Trustee, owner, is requesting approval of a Major Revision to an approved Special Use Permit (SUP 75-2015) for the construction and operation of an eighty-five (85) foot monopole telecommunication facility to aid in the operation of an existing solar farm (NAICS 221119) within the RA, Rural Agricultural zoning district. The subject property consists of one (1) tract totaling approximately 424.5 acres of land located on the southern side of Shiloh Road (SR 1209) between Penderlea Highway (SR 1332) and Horse Branch Road (SR 1336) in the Union Township and may be further identified by Pender County PIN 2391-98-3013-0000.

ACTION REQUESTED:
Resolution Requesting Approval of a Special Use Permit

ATTACHMENTS:
SUP 2021-20 Staff Report BOCC
SUP 2021-20 Application
SUP 2021-20 Narrative
SUP 2021-20 Site Plan
SUP 2021-20 Attachment 1
SUP 2021-20 BAF

PLANNING STAFF REPORT
SPECIAL USE PERMIT

SUMMARY:

Hearing Date:	June 19, 2021
Applicant:	Ryan Woods
Property Owner:	Clarence Dawson Jr. Cartwright Trustee
Case Number:	SUP 2021-20

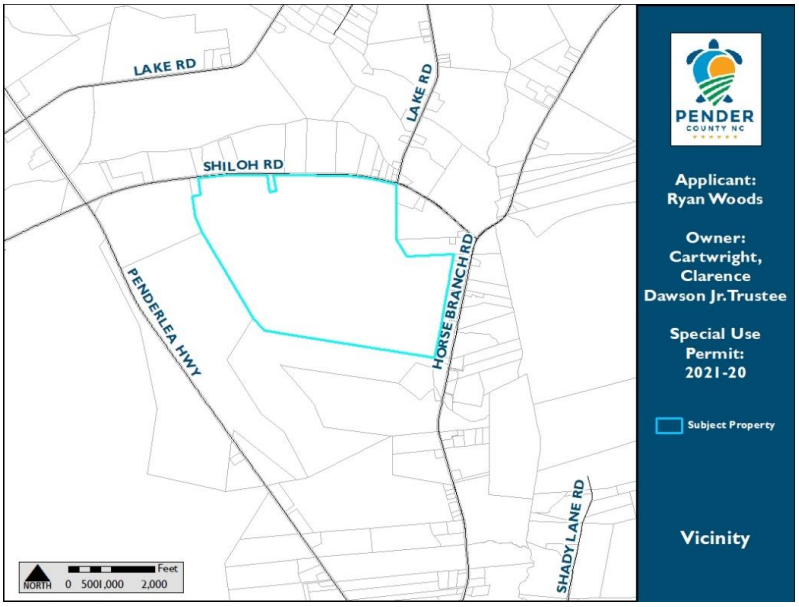
Land Use Proposed: Ryan Woods, applicant, on behalf of Clarence Dawson Jr. Cartwright Trustee, owner, is requesting approval of a Major Revision to an approved Special Use Permit (SUP 75-2015) for the construction and operation of an eighty-five (85) foot monopole telecommunication facility to aid in the operation of an existing solar farm (NAICS 221119) within the RA, Rural Agricultural zoning district.

Property Record Number and Location: The subject property consists of one (1) tract totaling approximately 424.5 acres of land located on the southern side of Shiloh Road (SR 1209) between Penderlea Highway (SR 1332) and Horse Branch Road (SR 1336) in the Union Township and may be further identified by Pender County PIN 2391-98-3013-0000.

Zoning District of the Property: The subject property is zoned RA, Rural Agricultural zoning district and according to Section 5.2.3 of the Pender County Unified Development Ordinance, Telecommunication Facilities are permitted in this zoning district via Special Use Permit and are subject to additional standards further outlined in Section 5.3.12.P of the Pender County Unified Development Ordinance.

PROJECT DESCRIPTION:

The applicant is proposing this Major Revision to the approved Special Use Permit (SUP 75-2015) to allow for the construction and operation of an eighty-five (85) foot monopole telecommunication facility on an existing solar farm (NAICS 221119). According to the applicant's narrative, the proposed eight-five (85) foot monopole telecommunication facility will be constructed within the existing Duke Energy substation that



was previously approved via SUP 75-2015 and included in the subsequently approved Major Site Development Plan (SDP 2018-8).

In addition, the applicant has indicated that the proposed monopole structure will be for Duke Energy's internal use and will allow for a variety of systems within the existing substation to be controlled remotely. In order to achieve this remote capability, the applicant is requesting this Major Revision to construct a foundation for the monopole structure, the monopole and associated microwave dish, and to install any other necessary cables from the microwave dish to the existing equipment cabinet located within the substation.

According to the applicant's submitted narrative, the installation of the facility will not increase the typical activity at the solar farm, so additional traffic increases to the area are not anticipated. The applicant has also indicated that the proposal meets the Federal Aviation Administration (FAA) regulations and has been verified using the FAA's Notice Criteria Tool.

As illustrated on the applicant's site plan, the monopole structure will be located towards the center of the subject property with the base of the proposed structure a distance greater than 800 feet from the nearest property line to the southwest. The submitted site plan also demonstrates that the proposed location of the monopole structure meets the requirements outlined in Section 5.3.12.P of the Pender County Unified Development Ordinance in regards to the minimum distance between the tower and any adjoining parcel of land or local road. The proposed site plan complies with the technical standards for the use in accordance with the Pender County Unified Development Ordinance.

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.

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
MISCELLANEOUS USES											
Telecommunication Facilities		**SD**	SD			SD	SD	SD	SD	SD	

Hours of Operation

According to the applicant, the hours of operation for the site will remain the same as proposed and approved under SUP 75-2015; there will be no daily staff used to operate the solar farm and employees will visit the site on a weekly basis. The submitted narrative further states that the monopole structure site will be checked every few years for safety and maintenance but will not change the typical activity of the site.

Landscaping and Buffers

The landscaping (Type C-3 Buffer) that exists along the perimeter of the site today was reviewed and approved during the Major Site Development Plan (SDP 2018-8) review process. As this a revision to an approved Special Use Permit and the proposed modification is within the existing substation, no landscaping update is required. However, these standards will be reviewed for compliance during the site development plan review process and inspected prior to the issuance of final zoning approval.

Driveway Access

The subject site is currently accessed using an existing driveway on the southern side of Shiloh Road (SR 1209). NCDOT may require a modification to the existing NCDOT Driveway Permit. However, this will be reviewed for compliance during the site development plan review process.

Signage

Any signage required by federal, state, and local agencies will be reviewed for compliance during the site development plan review process.

Utilities

The proposed project does not include any water or sewer services.

Environmental Concerns

According to the North Carolina Division of Coastal Management (DCM) and the National Wetlands Inventory (NWI), a minimal portion of the subject property contains wetlands. However, it does not appear that any of these wetlands are located within the proposed area for the monopole structure. The location of any wetlands will be verified during the site development plan review process, and any development within these wetlands is subject to review and approval from the U.S. Army Corps of Engineers. Data from the Flood Risk Information System (FRIS), on both the currently adopted or preliminary flood maps, indicates that the property is not located within a designated Special Flood Hazard Area (SFHA).

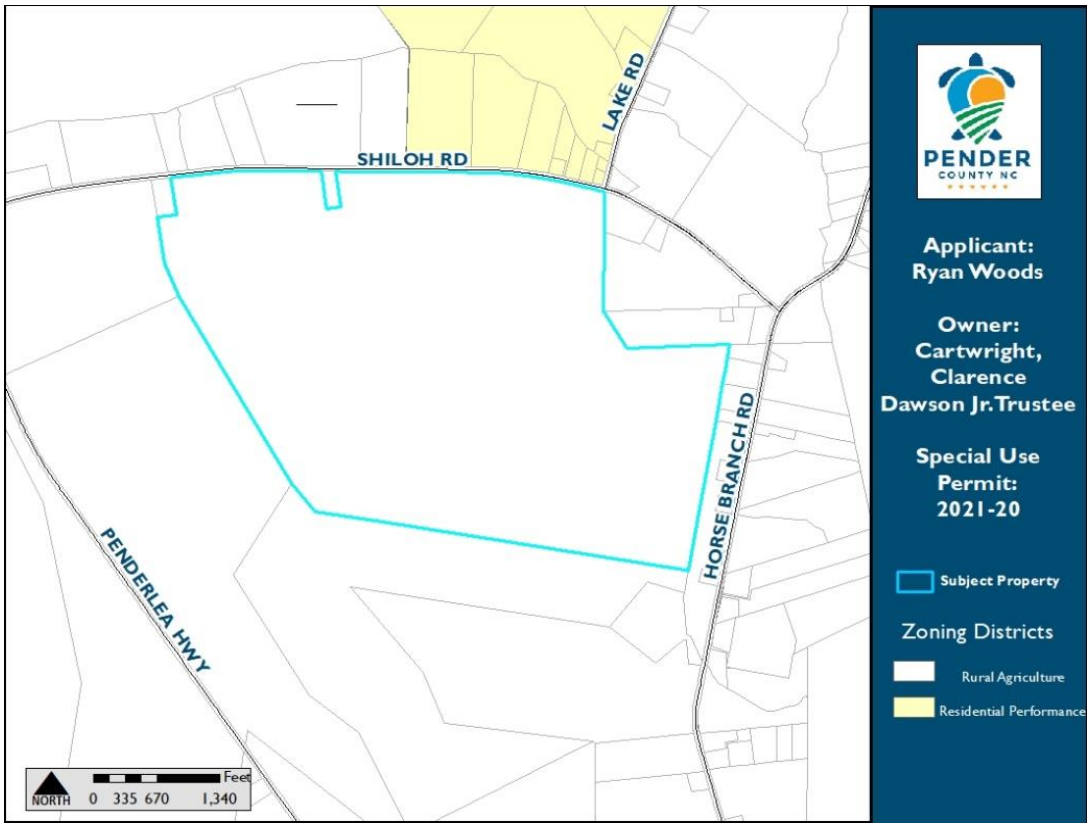
EVALUATION:

A. Public Notifications: Advertisements for the proposal have been placed in the Pender-Topsail Post & Voice. Adjacent property owners within five hundred feet (500') of the subject parcel were notified by first class mail and a sign advertising the public hearing was placed on the subject property.

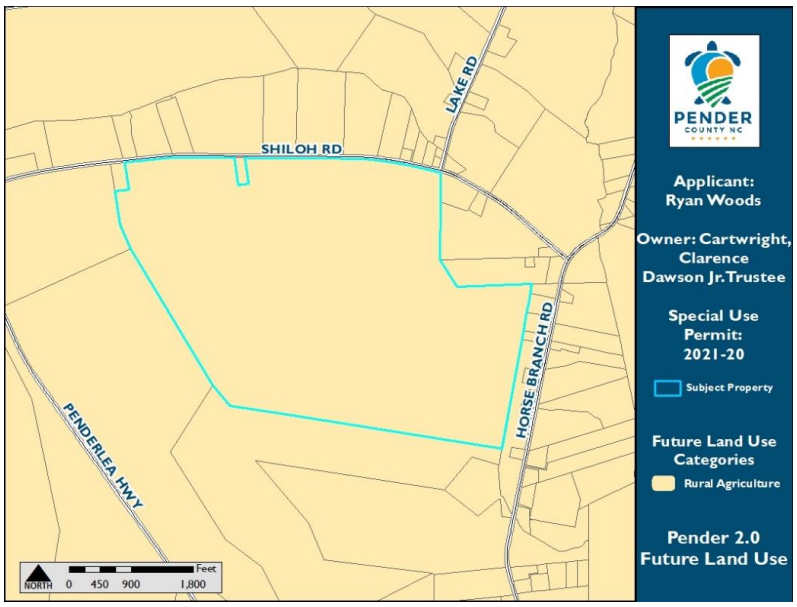
B. Basis for Granting SUP: Approval and revocation procedures for Special Use Permits are located in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance. These sections are provided as Attachment 1.

C. Unified Development Ordinance Compliance: The subject property is zoned RA, Rural Agricultural zoning district and according to Section 5.2.3 of the Pender County Unified Development Ordinance, Telecommunication Facilities are permitted in this zoning district via Special Use Permit and are subject to additional standards further outlined in Section 5.3.12.P of the Pender County Unified Development Ordinance.

The Rural Agricultural District is intended to accommodate non-residential agricultural uses and very low-density residential development (minimum of 1 du/ac), as well as limited non-residential uses, in rural areas adjacent to agricultural operations.



D. Pender County 2.0: Comprehensive Land Use Plan Compliance: The subject property is classified as Rural Agriculture in the Pender County 2.0: Comprehensive Land Use Plan.



The Rural Agriculture land use classification supports and protects Pender County's agricultural areas, an essential part of the County's economy and agricultural heritage. Agriculture uses are highly encouraged, as consideration should be given to the preservation of prime farmland soils for continued prosperity of farming and forestry operations. In addition to agriculture, very low-density single family residential development (conventional-built and manufactured) are appropriate in these areas. Furthermore, commercial, civic, office, and institutional uses are permitted where compatible with existing neighborhoods and as a resource or employment opportunity for area residents.

The proposed revision to the approved Special Use Permit is consistent with Rural Agriculture classification within the Pender County 2.0 Comprehensive Land Use Plan because it is a low intensity use that does not include the construction of traditional residential or commercial uses, nor does it increase the density in this area. In addition, the proposed revision is associated with the existing solar farm and approved Special Use Permit, indicating that the use is compatible with the existing neighborhoods. Finally, the proposed revision will utilize the existing utilities within the substation reducing the need for any expansion of utilities. Water and sewer utilities are not proposed or needed for the solar farm or proposed revision.

In addition to the proposal's consistency with the Future Land Use Map, the proposed Major Revision to the approved Special Use Permit (SUP 75-2015) is consistent with two (2) policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.B.: Land Use Plan Consistency:** The County generally requires that any official land use and development related actions (e.g. re-zonings, text amendments, and special use permits) remain consistent with the policies adopted in this plan and any other applicable plan.
>
> **Policy 5.1.FF: Rural Non-Residential Uses:** The County shall continue to accommodate limited non-residential uses in rural areas.

E. Existing Land Use in the Area: The subject parcel is bordered by low density residential properties to the north and east, with undeveloped wooded tracts of land to the south and west.

F. Site Access Conditions: The existing solar farm and associated substation has direct access to Shiloh Road (SR 1209) via an existing driveway that is currently utilized by the solar farm.

G. Conditions To Consider In Issuing the Special Use Permit For This Project:

All conditions of approval for SUP 75-2015 shall remain in effect and are as follows:

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. 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.
3. The applicant shall meet all other local, state and federal regulations.
4. 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.
5. The facility must be fenced surrounding the entire project bounds.

6. A Decommissioning Plan shall be recorded within the Pender County Register of Deeds. The plan shall identify and establish procedures for removal of equipment, conduit, structures, fencing, roads, and foundations.
7. A site that ceases to produce energy on a continuous basis for 12 months will be considered abandoned unless the current responsible party (or parties) with ownership interest provides substantial evidence (updated every 6 months after 12 months of no energy production) to the Zoning Administrator of the intent to maintain and reinstate the operation of that facility. Upon determination of abandonment, the Zoning Administrator shall notify the party (or parties) responsible they must remove the facility and restore the site such that it will be suitable for its use prior to development of the site within three hundred and sixty (360) days of notice by the Zoning Administrator.
8. If the responsible party (or parties) fails to comply, the Zoning Administrator may remove the equipment from the site, sell any removed materials, and initiate judicial proceedings or take any other steps legally authorized against the responsible parties to recover the costs required to remove the facility and restore the site to a non-hazardous condition.
9. Any expansions of solar farm acreage shall require a revision to the approval Special Use Permit.

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.

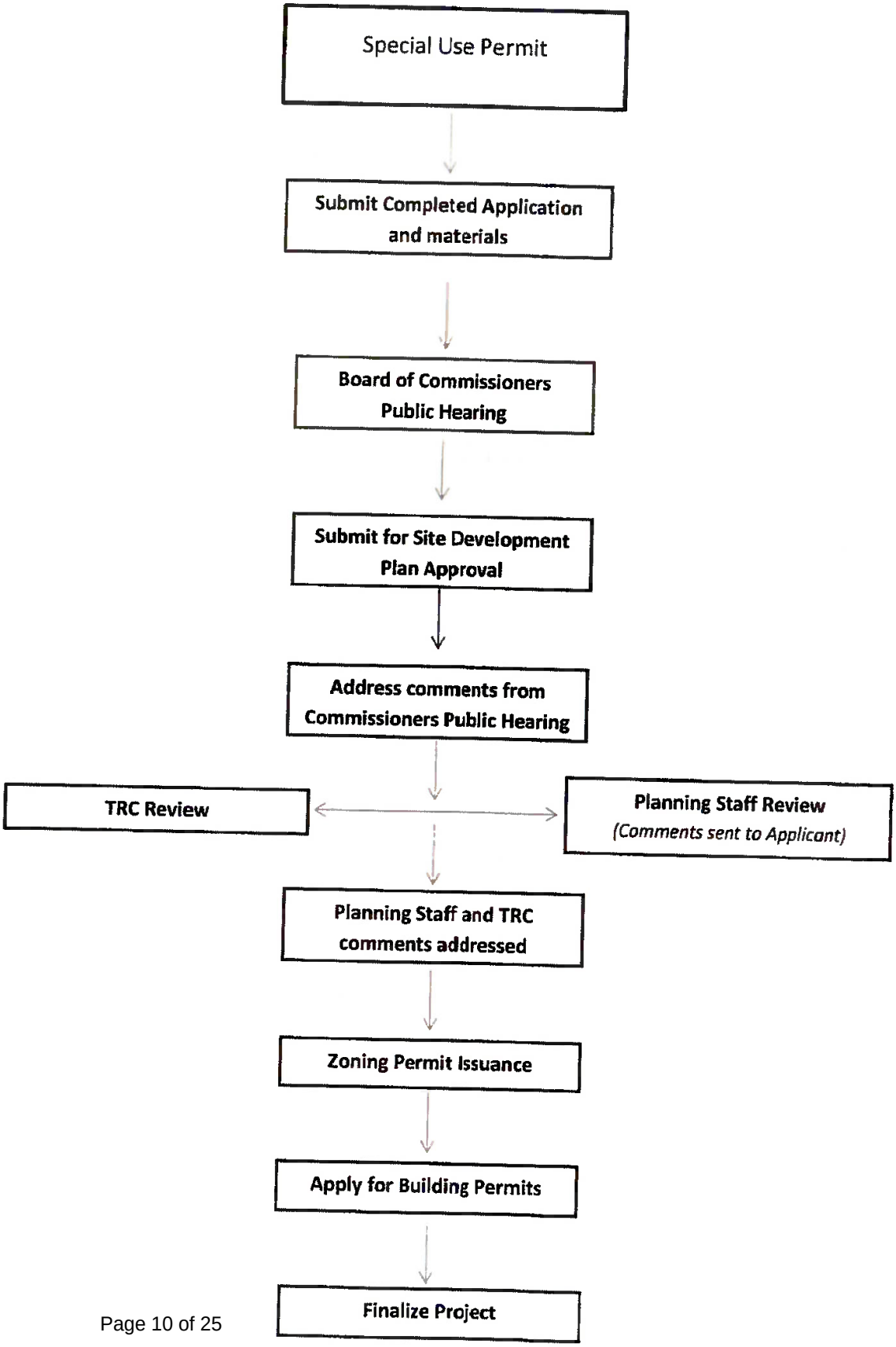
1. ✓ **Pre-submittal Meeting**
   Date of Meeting 1/7/21
2. ✓ **Signed Application**
3. ____ **Payment**
   $300 for the first 5 acres; $10 per acre over 5 acres of the project area
4. ✓ **Site Plan**
   All Site Plans submitted must be in accordance with Section 3.12.2 of the Unified Development Ordinance.
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.

I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant Ryan Woods Date 02/09/21

Printed Name Ryan Woods

Staff Initials: [illegible]
Date: 2/11


Special Use Permit
Submit Completed Application and materials
Board of Commissioners Public Hearing
Submit for Site Development Plan Approval
Address comments from Commissioners Public Hearing
TRC Review
Planning Staff Review
(Comments sent to Applicant)
Planning Staff and TRC comments addressed
Zoning Permit Issuance
Apply for Building Permits
Finalize Project

		Agenda Deadline	Meeting Date
BOCC	January	12.6 19	1.21.20
	February	1.3.20	2.18.20
	March	2.7.20	3.16.20
	April	3.6.20	4.20.20
	May	4.3.20	5.18.20
	June	5.1.20	6.15.20
	July	6.5.20	7.6.20
	August	6.26.20	8.17.20
	September	8.7.20	9.21.20
	October	8.28.20	10.19.20
	November	10.2.20	11.16.20
	December	11.6.20	12.7.20

Complete Application Date: All documents must be received by 12PM on the deadline date to be considered a complete application.

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.

Pender County
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Planning Division
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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.

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP-2021-20	**Date**	5/11/2021
Application Fee	$ 300	**Receipt No.**	00017861
Pre-Application Conference	4/7/21	**Hearing Date**	6/21/21

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	Ryan Woods	**Owner's Name:**	Cartwright, Clarence Dawson Jr Trustee
Applicant's Address:	326 Tryon Road	**Owner's Address:**	1355 Shiloh Road
City, State, & Zip	Raleigh, NC, 27603	**City, State, & Zip**	Willard, NC 28478
Phone Number:	919-943-0397	**Phone Number:**	(704) 868-6302
Email Address:	rjwoods@tepgroup.net	**Email Address:**	dale.brooks@duke-energy.com

Legal relationship of applicant to land owner: We are the engineers for the addition that Duke Energy will be putting on their existing substation in this parcel.

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	2391-98-3013-0000	**Total property acreage:**	424.5 AC
Zoning Classification:	RA	**Acreage to be disturbed:**	0.25 AC
Project Address :	441 Shiloh Rd	**NAICS Code:**	
Description of Project Location:	The work will be done at the existing Duke Energy substation located within the aforementioned parcel. There is an access road leading to the station coming off Shiloh Rd.		
Describe activities to be undertaken on project site:	An 85' monopole will be constructed within the existing fenced substation owned by Duke Energy. There will be one mirowave dish installed on the tower. The associated cable runs will remain within the fenced area.		

SECTION 3: SIGNATURES

Applicant's Signature	Ryan Woods	**Date:**	02/10/2021
Owner's Signature	DC Cartwright Jr	**Date:**	3/4/2021

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

☑ **$ 300 for the first 5 acres; $10 per acre over 5 acres of the project area**	**Total Fee Calculation: $** 300
	Application#: SUP-2021-20
	Date of Hearing: 6/21/21

Attachments Included with Application: (Please include # of copies)

CD /other digital version	☑ Y ☐ N	Plan Sets ✓	# of large	# of 11X17 1	Other documents/Reports	☑ Y ☐ N

Payment Method:	**Cash :** ☐ $_____	**Credit Card:** ☑ Master Card ☐ Visa	**Check:** ☐ Check # _____

Application received by:	Carlene Shaw	Date: 5/11
Application completeness approved by:	CarleneShaw	Date: 5/11/21

Project Narrative – Willard Solar 230kV Sub

We will be applying for a Special Use Permit for the installation of a monopole tower for Duke Energy at 1041 Shiloh Road. This will be an 85' tall monopole located within the existing Duke Energy substation at this property. The site will be accessed via an existing drive leading from Shiloh road to the substation. This tower will be used purely for Duke Energy's internal use. It will give them the ability to remotely control a variety of systems at the station.

The construction will the monopole, its foundation, and the associated microwave to be installed. This includes the cable routing from the microwave to the existing equipment cabinet on site. This entire process will take approximately 1 month once construction begins but could vary.

This installation will not change the hours of operation for the site. It will be checked every few years for safety and maintenance but will not change the typical activity at the site.

This site will only require the Special Use Permit. A Building/Electrical Permit could be completed if they are deemed necessary. However, it should be exempt since this installation will be for public utility. There should be no need to FAA approval due to the height of the tower and ground elevation at the site. This has been verified using the FAA's Notice Criteria Tool.

Please see below for how this installation addresses Pender County Unified Development Ordinance (Section 3.12.3.G):

Section 3.12.3.G(1)

This tower installation will not change the use of the property. This will go within Duke Energy's existing fenced compound and will be used to aid the public utility.

Section 3.12.3.G(2)

This tower will be installation within the existing Duke Energy substation to help aid their ability to provide power to the surrounding area. The tower has been certified by a licensed engineer in the associated Structural Analysis Report.

Section 3.12.3.G(3)

This tower will aid Duke Energy's ability to provide power to the surrounding area. This land will still used for public utility, the addition of the proposed tower will not change the use.

Section 3.12.3.G(4)

The installation will not change the use of the property.

Section 3.12.3.G(5)

This is an existing fenced compound with an existing access road leading to the site. The property already has all the necessary facilities to accommodate the new tower.

Section 3.12.3.G(6)

This is an existing compound. There is an existing access road that leads to the site. Additionally, the installation will not increase the typical activity at the site, no additional traffic congestion will be generated.

Section 3.12.3.G(7)

The tower will be designed to meet all applicable regulations set forth by the district.

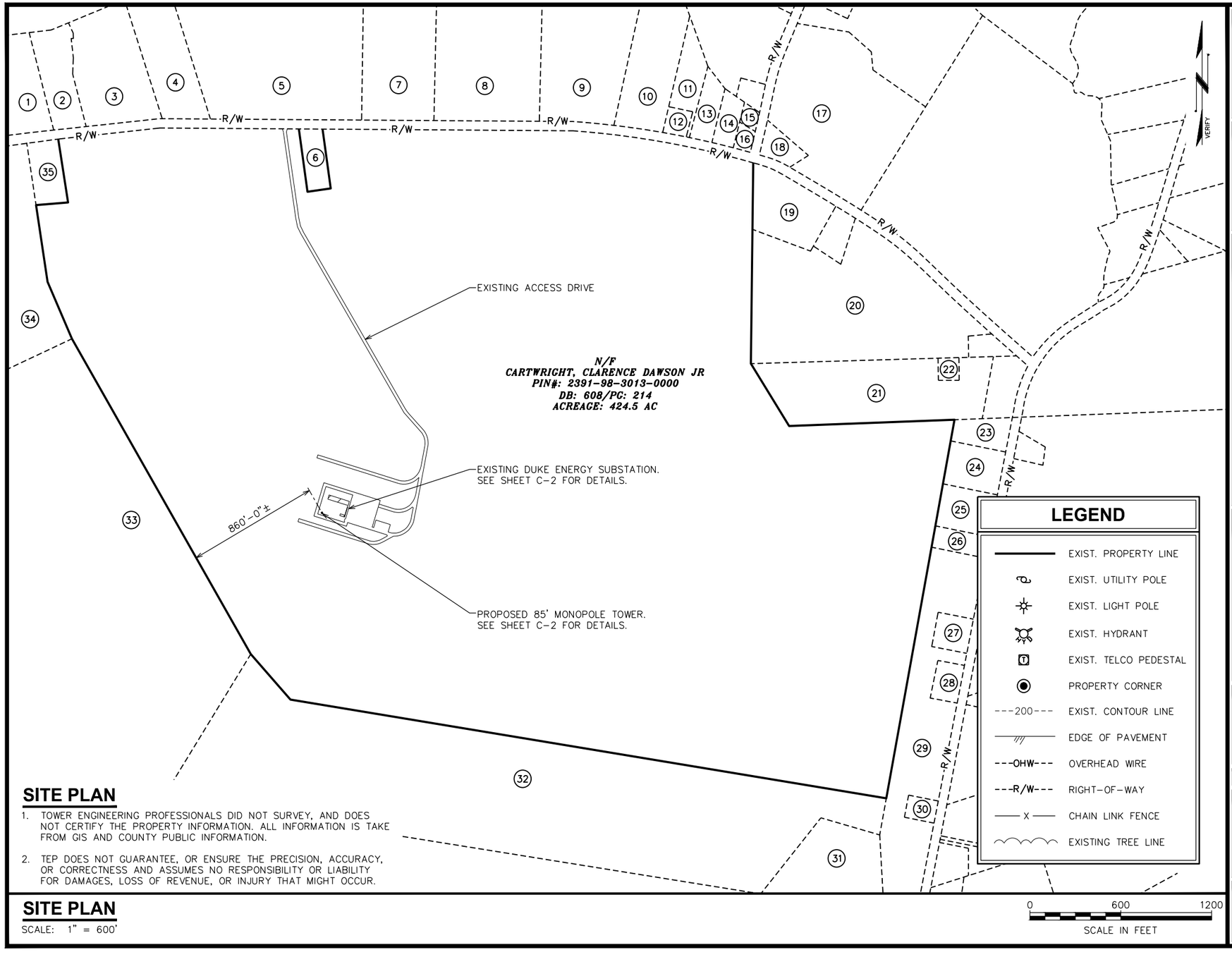
Section 3.12.3.G(8)

The tower will be installed at the existing Duke Energy Substation and will aid the ability to provide reliable power to the surrounding properties. Additionally, it is located within a large parcel, the nearest property line is over 800 feet from proposed tower base.

If you have any further questions, please contact Ryan Woods with Tower Engineering Professionals at (919) 943-0397 or rjwoods@tepgroup.net.

Sincerely,

Ryan Woods



SITE PLAN

1. TOWER ENGINEERING PROFESSIONALS DID NOT SURVEY, AND DOES NOT CERTIFY THE PROPERTY INFORMATION. ALL INFORMATION IS TAKE FROM GIS AND COUNTY PUBLIC INFORMATION.
2. TEP DOES NOT GUARANTEE, OR ENSURE THE PRECISION, ACCURACY, OR CORRECTNESS AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES, LOSS OF REVENUE, OR INJURY THAT MIGHT OCCUR.

LEGEND

- EXIST. PROPERTY LINE
- EXIST. UTILITY POLE
- EXIST. LIGHT POLE
- EXIST. HYDRANT
- EXIST. TELCO PEDESTAL
- PROPERTY CORNER
- ---200--- EXIST. CONTOUR LINE
- EDGE OF PAVEMENT
- ---OHW--- OVERHEAD WIRE
- ---R/W--- RIGHT-OF-WAY
- —— X —— CHAIN LINK FENCE
- EXISTING TREE LINE

SITE PLAN

SCALE: 1" = 600'

0 600 1200

SCALE IN FEET

PLANS PREPARED FOR:

DUKE ENERGY.

401 SOUTH WILMINGTON STREET
RALEIGH, NC 27601
OFFICE: (800) 452-2777

PROJECT INFORMATION:

WILLARD SOLAR 230KV SUB

1041 SHILOH ROAD
WILLARD, NC 248926
(PENDER COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603
OFFICE: (919) 661-6351
www.tepgroup.net
FLORIDA COA # 30978

SEAL:

PRELIMINARY
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
0	05-05-21	PRELIMINARY

DRAWN BY: RJW | CHECKED BY: JBG

SHEET TITLE:

SITE PLAN

SHEET NUMBER: **C-1A**

REVISION: **0**

TEP #: 248926.417972

ADJACENT PARCEL INFORMATION

SITE #	PARCEL ID	OWNER	ADDRESS	CITY	STATE	ZIP CODE	SITE #	PARCEL ID	OWNER	ADDRESS	CITY	STATE	ZIP CODE
1	2391-79-1556-0000	ROBBINS, THOMAS JENNETTE III	PO BOX 1641	BURGAW	NC	28425	19	3301-28-5880-0000	CHADWICK CLAYTON JR	420 SHILOH RD	WILLARD	NC	28478
2	2391-79-7665-0000	HUTHMACHER, CHARLES ALLEN	1314 SHILOH RD	WILLARD	NC	28478	20	3301-38-0108-0000	TIMOTHY & TIA CHADWICK	243 SHILOH RD	WILLARD	NC	28478
3	2391-89-1721-0000	ROBBINS, THOMAS JENNETTE III	PO BOX 1641	BURGAW	NC	28425	21	3301-37-5549-0000	SCHAEFFER RUSSELL H	6749 HORSE BRANCH RD	WATHA	NC	28478
4	2391-89-5711-0000	KRAFT, RICHIE H	1174 SHILOH ROAD	WILLARD	NC	28478	22	3301-37-6756-0000	SCHAEFFER RUSSELL H	6749 HORSE BRANCH RD	WILLARD	NC	28478
5	2391-99-2913-0000	ROBBINS, THOMAS JENNETTE III	PO BOX 1641	BURGAW	NC	28425	23	3301-37-8365-0000	WELLS BRYAN KEITH	6524 HORSE BRANCH RD	WATHA	NC	28478
6	2391-99-4155-0000	CARTWRIGHT, CLARENCE DAWSON	1355 SHILOH RD	WILLARD	NC	28478	24	3301-37-8111-0000	WELLS, JULIA	PO BOX 7	WILLARD	NC	28478
7	3301-09-0929-0000	ROBBINS, THOMAS JENNETTE III	PO BOX 1641	BURGAW	NC	28425	25	3301-36-7864-0000	WELLS, MICHAEL	6583 HORSE BRANCH RD	WILLARD	NC	28478
8	3302-00-6239-0000	HORRELL, JIMMY SR	4308 GORDON ROAD	WILMINGTON	NC	28405	26	3301-36-7626-0000	WELLS W E	6570 HORSE BRANCH RD	WATHA	NC	28478
9	3301-19-2618-0000	HORREL, JIMMY L JR HORREL, SHARON	660 SHILOH RD	WATHA	NC	28478	27	3301-36-6086-0000	WELLS NATHAN STUART	6417 HORSE BRANCH RD	WATHA	NC	28478
10	3301-19-6695-0000	HORNE, TAMMY L	PO BOX 1448	BURGAW	NC	28425	28	3301-35-6745-0000	THARRINGTON RICKY R	6357 HORSE BRANCH RD	WATHA	NC	28478
11	3301-19-9548-0000	BARNHILL, ROY LAWRENCE	542 SHILOH RD	WATHA	NC	28478	29	3301-35-4480-0000	WELLS NATHAN	6231 HORSE BRANCH RD	WILLARD	NC	28478
12	3301-19-8366-0000	BARNHILL, JACKIE C BARNHILL, ROY L	542 SHILOH RD	WATHA	NC	28478	30	3301-34-4972-0000	WELLS NATHAN	6203 HORSE BRANCH RD	WATHA	NC	28478
13	3301-29-0464-0000	CLARK, BRENDA JACKSON	135 ROBERT E LEE DR	WATHA	NC	28478	31	3301-24-9402-0000	BALLARD RAYMOND L	107 WATER EDGE	HAMPSTEAD	NC	28443
14	3301-29-1396-0000	KNOWLES, BEVERLY RAY	456 SHILOH RD	WILLARD	NC	28478	32	3301-02-7980-0000	BALLARD RAYMOND	107 WATER EDGE	HAMPSTEAD	NC	28443
15	3301-29-3339-0000	KNOWLES, BEVERLY RAY	456 SHILOH RD	WATHA	NC	28478	33	2391-76-5364-0000	BRUCE BARCLAY CAMERON FOUNDATION	PO BOX 3649	WILMINGTON	NC	28406
16	3301-29-2295-0000	KNOWLES, BEVERLY RAY	456 SHILOH RD	WATHA	NC	28478	34	2391-68-6206-0000	SHAUN WELLS FARMS INC	5890 PENDERLEA HWY	WILLARD	NC	28478
17	3301-29-9422-0000	CHADWICK CLAYTON JR	420 SHILOH RD	WILLARD	NC	28478	35	2391-79-6091-0000	CARTWRIGHT, CLARENCE D JR	1355 SHILOH RD	WILLARD	NC	28478
18	3301-29-5149-0000	PIERCE JEWEL ANN JEWEL CHADWICK	420 SHILOH RD	WILLARD	NC	28478	–	–	–	–	–	–	–

*MISSING OWNER INFORMATION COULD ACCESSED FROM THE PENDER COUNTY GIS SYSTEM

PLANS PREPARED FOR:

DUKE ENERGY.

401 SOUTH WILMINGTON STREET
RALEIGH, NC 27601
OFFICE: (800) 452-2777

PROJECT INFORMATION:

WILLARD SOLAR 230KV SUB

1041 SHILOH ROAD
WILLARD, NC 248926
(PENDER COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603
OFFICE: (919) 661-6351
www.tepgroup.net
FLORIDA COA # 30978

SEAL:

PRELIMINARY
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
0	05-05-21	PRELIMINARY

DRAWN BY: RJW | CHECKED BY: JBG

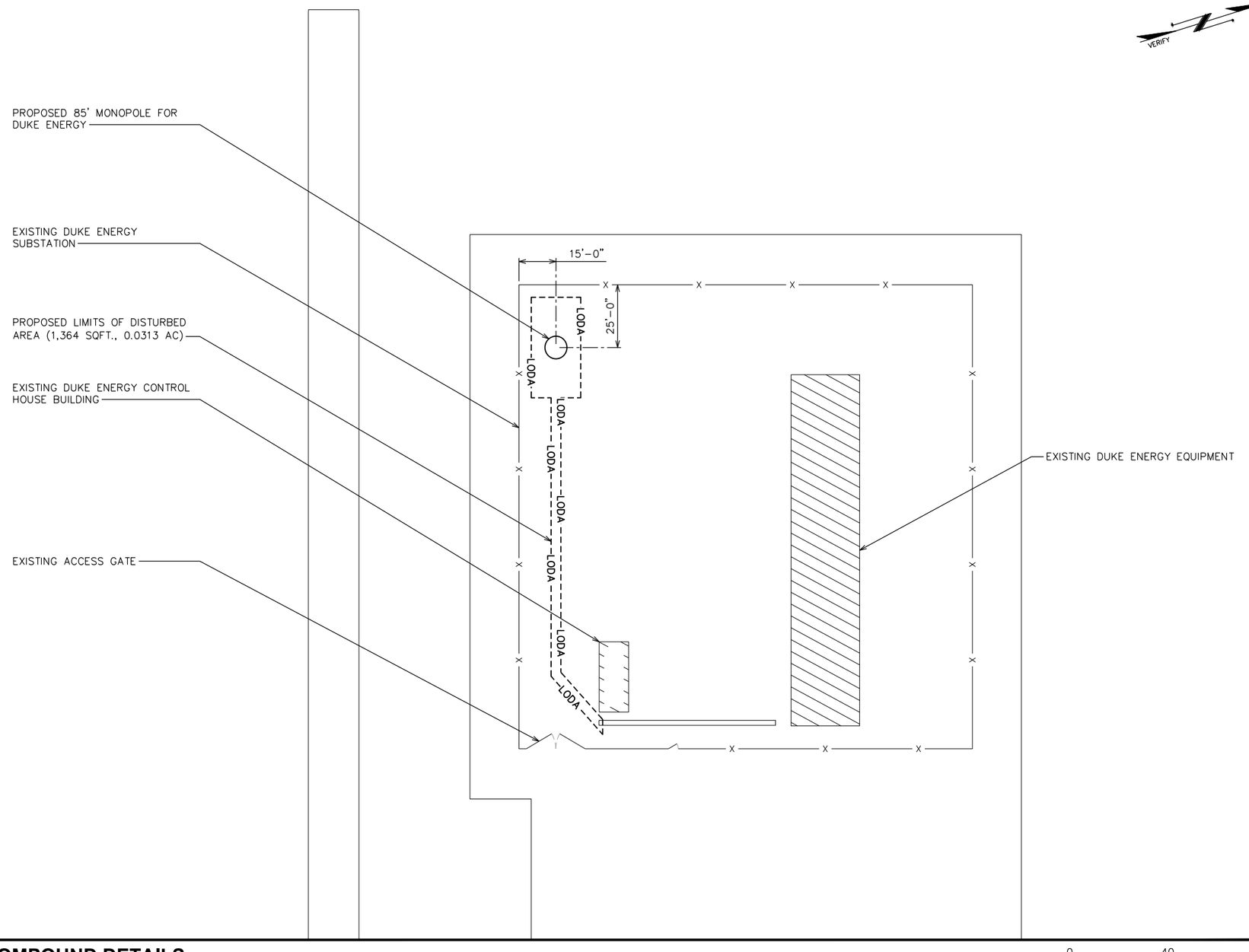
SHEET TITLE:

ADJACENT PARCEL INFORMATION

SHEET NUMBER: **C-1B**

REVISION: **0**

TEP #: 248926.417972



COMPOUND DETAILS

SCALE: 1" = 40'

0 40 80

SCALE IN FEET

PLANS PREPARED FOR:

DUKE ENERGY.

401 SOUTH WILMINGTON STREET
RALEIGH, NC 27601
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REV	DATE	ISSUED FOR:
0	05-05-21	PRELIMINARY

DRAWN BY: RJW | CHECKED BY: JBG

SHEET TITLE:

COMPOUND DETAIL

SHEET NUMBER: **C-2**

REVISION: **0**

TEP #: 248926.417972

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".
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.

3.13 DETERMINATION OF VESTED RIGHT

3.13.1 Establishment

A. With Site Specific Development Plan

1) In order for a zoning vested right to be established upon approval of a development plan, the applicant must indicate at the time of application, on a form to be provided by the County, that a zoning vested right is being sought. Site specific development plan means a plan which has been submitted to the County by a landowner describing with reasonable certainty the type and intensity of use for a specific parcel or parcels of property. Such plan may be in the form of, but not be limited to, any of the following plans or approvals: A planned development plan, a subdivision plat, a Master Development Plan or minor site plan, a conditional or special use permit, or any other land-use approval designation as may be utilized by a county. The plan shall include the approximate boundaries of the site; significant topographical and other natural features effecting development of the site; the approximate location on the site of the proposed buildings, structures, and other improvements; the approximate dimensions, including height, of the proposed buildings and other structures; and the approximate location of all existing and proposed infrastructure on the site, including water, sewer, roads, and pedestrian walkways. A variance shall not constitute a site specific development plan, and approval of a site specific development plan with the condition that a variance be obtained shall not confer a vested right unless and until the necessary variance is obtained.

2) Each map, plat, site plan or other document evidencing a site specific development plan shall contain the following notation: “Approval of this plan established a zoning vested right under N.C.G.S. Section 153A-344.1. Unless terminated at an earlier date, the zoning vested right shall be valid until (date).”

Pender County

Request For Board Action

DATE OF MEETING:	June 21, 2021
REQUESTED BY:	Travis Henley, Director, Planning & Community Development
SHORT TITLE:	Resolution Requesting Approval of a Major Revision to an approved Special Use Permit for the construction and operation of an 85' Telecommunication Facility on an existing solar farm.
BACKGROUND:	Ryan Woods, applicant, on behalf of Clarence Dawson Jr. Cartwright Trustee, owner, is requesting the approval of a Major Revision to an approved Special Use Permit (SUP 75-2015) for the construction and operation of an 85' monopole telecommunication facility to aid in the operation of an existing solar farm within the RA, Rural Agricultural zoning district. The subject property consists of one (1) tract totaling approximately 424.5 acres of land located on the southern side of Shiloh Road between Penderlea Highway and Horse Branch Road in the Union Township and may be further identified by Pender County PIN 2391-98-3013-0000.
SPECIFIC ACTION REQUESTED:	To hold a public hearing and consider the approval of a Major Revision to an approved Special Use Permit (SUP 75-2015) for the construction and operation of an 85' Telecommunication Facility on an existing solar farm.

RESOLUTION

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

on June 21, 2021 the Pender County Board of Commissioners (approved, modified, denied) a Special Use Permit Amendment, as described herein. The Chairman/County Manger is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED: **SECONDED:**

☐ APPROVED ☐ DENIED

YEA VOTES: ☐ BROWN ☐ MCCOY ☐ NEWTON ☐ PIEPMEYER ☐ WILLIAMS

06/21/2021

George R. Brown, Chairman Date

06/21/2021

Clerk to the Board Date