



Pender County

Agenda

Board of County Commissioners Meeting
Monday, May 3, 2021 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

		Presenter	Page
1.	CALL TO ORDER		
2.	INVOCATION		
3.	PLEDGE OF ALLEGIANCE		
4.	ADOPTION OF AGENDA		
5.	PUBLIC INFORMATION		
5.1.	Update on Pender County Courthouse Remediation and Repairs. Courthouse Update 05032021 - Pdf Courthouse	Vann	3 - 11
5.2.	2020-21 NCDPI Facility Needs Survey Presentation 2020-21 NCDPI Facility Needs Survey Presentation - Pdf	Hill	13
6.	PUBLIC COMMENT		
7.	CONSENT AGENDA		
7.1.	Resolution to Declare a Glock Model 22 Handgun Surplus and Award it to Retired Deputy Jerry Groves in Recognition of his Service to the Citizens of Pender County in the Pender County Sheriff's Office. Resolution to aware Jerry Groves his duty weapon - Pdf	Cutler	15 - 16
7.2.	Resolution to Declare a monument to honor the memories of fallen law enforcement officers in Pender County being placed at the Pender County Sheriff's Office. Fallen Law Enforcement Memorial - Pdf	Cutler	17 - 18
7.3.	Approve Engagement Letter and Associated Purchase Order with SanfordHolshouser for Water Districts Organization Project for \$8,000 EngagementLetterPO SanfordHolshouser WaterDistricts - Pdf	Keel	19 - 26
7.4.	Approval for Budget Amendment to move funds from Body Armor Grant revenue in the amount of \$1,500.00. Body Armor Grant Revenue - Pdf	Cutler	27 - 28
7.5.	Approval of Tax Releases and Refunds April 2021 Releases and Refunds - Pdf	Pound	29 - 31
7.6.	Approval of Minutes: Regular Meeting: April 19, 2021 Board of County Commissioners - 19 Apr 2021 - Minutes - Pdf	Avery	33 - 75
8.	APPROVALS AND RESOLUTIONS		

8.1.	Consideration of the sale of Surplus Property. Tabled from 4/19/2021 meeting. Surplus Property 05032021 - Pdf	McEwen	77 - 86
8.2.	Approve Purchase Order for Emergency Bypass Pump from Xylem Dewatering Solutions for \$40,926.40 POEmergencyBypassPump - Pdf	Keel	87 - 93
8.3.	Penderlea Gym & Auditorium Roof Coatings Penderlea Gym & Auditorium Roof Coatings - Pdf	Valdez	95 - 102
8.4.	Consideration of Selecting The Contents Team for Moving Courthouse Staff into the Courthouse and Biberstein Annex Consideration of Selecting The Contents Team for Moving Courthouse Staff into the Courthouse and Biberstein Annex - Pdf	Vann	103 - 151
9.	ROCKY POINT WATER AND SEWER DISTRICT		
10.	PENDER COUNTY BOARD OF HEALTH		
11.	SOCIAL SERVICES BOARD		
12.	ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGER, & COUNTY COMMISSIONERS		
13.	CLOSED SESSION (IF APPLICABLE).		
13.1.	CLOSED SESSION MOTION		153
14.	ADJOURNMENT		



Pender County Public Information

TO: Board of County Commissioners
FROM: Allen Vann
DATE: May 3, 2021
SUBJECT: Update on Pender County Courthouse Remediation and Repairs.

SUMMARY:

An informational update will be provided to the Board in reference to the scope of work and status of repairs of the Pender County Courthouse as a result of Hurricane Florence damages.



PENDER COUNTY COURTHOUSE PROJECT UPDATE



Pender County
Board of County Commissioners Meeting
May 3, 2021



Completed Activities

Completed Items:

- Roofing
- Tile flooring
- Judge's Bench reinstallation
- Courtroom curtain reinstallation
- Above ceiling inspections
- ADA ramp concrete & masonry
- Site concrete
- Remove construction trailer



Current Activities



On-going Items:

- Site cleanup / demobilization
- Painting
- Millwork & counter installation
- Elevator – final testing/adjustments
- Flooring (carpet & wood)
- Railing for ADA ramp (exterior)
- MEP systems trim out, start up





Future Activities

Upcoming Items:

- Courtroom furniture install
- Install & paint railings at ADA ramp
- Elevator final inspection / commissioning
- Install ceiling tiles throughout building
- Jurislink trim out & commissioning (by Pender County)
- Contractor punch out
- Final inspections & Certificate of Occupancy





Schedule Update

Contractual Completion Dates

- Substantial Completion: 5/19/21
- Final Completion: 6/16/21
- Project is on schedule





Project Budget Information (as of 3/21/21)

▪ Current Contract Value	= \$4,910,463
▪ Total Completed	= \$4,476,415
▪ Progress To Date (per billings)	= 91.2%
▪ Balance to Finish	= \$434,048
▪ Anticipated April Billing value	= \$336,758 (98.08%)





Thank You!



Pender County 2020-21 NCDPI Facility Needs Survey

TO: BOCC
FROM: Dr. Steven Hill
DATE: May 3, 2021
SUBJECT: 2020-21 NCDPI Facility Needs Survey Presentation

SUMMARY:

NCDPI Facility Needs Survey is required every 5 years.



Pender County Request for Board action

TO: Board of Count Commissioners

FROM: Alan Cutler

DATE: May 3, 2021

SUBJECT: Resolution to Declare a Glock Model 22 Handgun Surplus and Award it to Retired Deputy Jerry Groves in Recognition of his Service to the Citizens of Pender County in the Pender County Sheriff's Office.

SUMMARY:

In the past, it has been determined that the Board of County Commissioners will award a retiring Sheriff or Sheriff's Deputy his or her service weapon, at no cost, for their service to the citizens of Pender County.

ACTION REQUESTED:

Approval of the attached resolution and award of Glock 22 (Serial# AEZP 510) handgun to retired Deputy Jerry Groves.

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

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

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

WHEREAS, Jerry Groves previously worked with Burgaw Police Department as a patrol officer and worked as a welder for himself and a few other companies, is retiring as a Deputy with the Pender County Sheriff's office after 14 years of service to the citizens of Pender County; and

NOW, THEREFORE IT BE RESOLVED by the Pender County Board of Commissioners that the Glock Model 22 (Serial # AEZP 510) handgun carried by Jerry Groves be declared surplus and awarded to him this 3rd day of May 2021 as recognition and in appreciation for the 14 years of dedicated service to the citizens of Pender County.

BE IT FURTHER RESOLVED that the Pender County Board of Commissioners thanks Jerry Groves for his dedication to serving the citizens of Pender County.





Pender County Request for Board Action

TO: Board of Count Commissioners

FROM: Alan Cutler

DATE: May 3, 2021

SUBJECT: Resolution to Declare a monument to honor the memories of fallen law enforcement officers in Pender County being placed at the Pender County Sheriff's Office.

SUMMARY:

On May 14, 2021, Pender County Sheriff's Office would like to pay memorial and tribute to four good men who routinely performed great deeds and who gave their lives in service to the people of Pender County. Their sacrifice increases by four, the number of law enforcement officers who have died in the line of duty.

ACTION REQUESTED:

On May 14, 2021, Pender County Sheriff's Office would like to pay memorial and tribute to four good men who routinely performed great deeds and who gave their lives in service to the people of Pender County. Their sacrifice increases by four, the number of law enforcement officers who have died in the line of duty.



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

WHEREAS, law enforcement officers of Pender County have erected a monument to honor the memories of fallen law enforcement officers in Pender County: and

WHEREAS, Burgaw Police Officer Samuel J. Brothers was slain on May 6, 1939, Pender County Sheriff John T. Wells was slain on October 31, 1953, North Carolina State Highway Patrolman Hugh R. Griffin was slain on September 14, 1975 and Pender County Deputy Jeffrey D. Jones died in a traffic collision on November 23, 2002; and

WHEREAS, we continue to mourn the loss of these Pender County heroes and extend to the families our sincere sympathies;

NOW, THEREFOR IT BE RESOLVED by the Pender County Board of Commissioners, that this **Memorial Monument Dedication** be made a part of the official records of our County, and that an official copy of this expression of our sympathies and remembrance be presented to the family of Officer Samuel J. Brothers, Sheriff John T. Wells, Patrolman Hugh R. Griffin and Deputy Jeffrey D. Jones; and

BE IT FURTHER RESOLVED that the Pender County Board of Commissioners hereby declares May 14, 2021 as the Pender County Law Enforcement Memorial Day.





Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Kenneth Keel
DATE: May 3, 2021
SUBJECT: Approve Engagement Letter and Associated Purchase Order with SanfordHolshouser for Water Districts Organization Project for \$8,000

SUMMARY:

At the March 15, 2021 Board of County Commissioners meeting, Bob Jessup addressed the Board regarding a potential operational agreement between Pender County and the county water & sewer districts to simplify budgeting and make it easier to manage the districts. This engagement letter recognizes work done by SanfordHolshouser and to be continued by them through the possible finalization of an operational agreement.

Approval of this engagement letter does not commit the Board to enter into an operational agreement with the w/s districts, but enables work to continue to evaluate and prepare the necessary documents for consideration. An interlocal agreement will be prepared for consideration and approval by the Board at a future date, anticipated to be prior to the end of the current fiscal year.

Funds are available for this work in account 072-404500.

ACTION REQUESTED:

Approve Contract and Associated Purchase Order with SanfordHolshouser for Water Districts Organization Project for \$8,000

ATTACHMENTS:

Engagement Letter with SanfordHolshouser

SanfordHolshouser

209 Lloyd Street, Suite 350 | Carrboro, NC 27510
www.sanfordholshouserlaw.com

April 12, 2021

By Electronic Mail

Chad McEwen
County Manager
Pender County

Pender County – Utility District Reorganization Project

Dear Chad:

Thank you again for giving us at Sanford Holshouser a chance to work with you and for Pender County on this most interesting project. We very much appreciate your confidence in us. In this letter, allow me to set out my understanding of our scope of work and our billing arrangements.

Our scope of work

We will work as special counsel to the County in connection with investigating options to adjust the relationship between the County and its utility districts to help the County achieve an arrangement it views as equitable and efficient, and otherwise in the best interests of the County and its residents. Our focus will be on matters of public finance and local government contracting, although we will apply our full range of expertise to the matters at hand.

We have suggested an approach that includes an Operating Agreement among the parties, and our work will include discussing that option with County representatives and, if the County selects that option, preparing draft agreements. We will assist the County in discussing its plans with the staff of the Local Government

Sanford Holshouser LLP

April 12, 2021

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Commission if the County chooses to do so. Our work to date has included research and analysis of the Operating Agreement approach and other approaches, including review of legal issues and County financing documents, and discussing the alternatives with County representatives. My colleague Sam Smotherman and I will allocate the work between us as we think will be in the best interest of the County and the project.

Attachment A to this letter sets out some additional information concerning our role and our scope of services in this transaction. Attachment B sets out our standards for performing our work for you.

Our fee arrangements and billing practices

We will charge the County a flat fee basis for this work. We have enclosed an invoice now for \$4,000 to cover all our work to date, and we proposed to submit a bill for an additional \$4,000 after the Board of County Commissioners' approval of an Operating Agreement. If the County Board decides not to proceed, we will have no additional charge. If for any reason the project is on-going after June 30, we will revisit our plan and create a new engagement letter if necessary.

Our work will continue through the completion of the project, unless the County abandons the project or decides to proceed without our participation, or until we withdraw from the representation after consultation with you. It is our usual experience that local governments will pay bills within 30 days after presentation, but please let us know if that would be outside your normal processing time and if there are any other procedures, we should know about for submitting our bills.

* * * * *

I hope you will find this letter to set forth an understanding that is acceptable to the County. Please call me if you have any questions or comments about the scope of our work or the fee arrangements. Otherwise, we will continue our work on the

Sanford Holshouser LLP

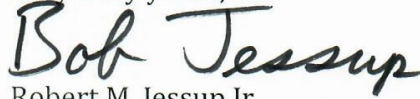
April 12, 2021

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basis described above.

Thank you once again for this opportunity to work with you and for the Pender County on this most interesting project.

Very truly yours,

A handwritten signature in black ink that reads "Bob Jessup". The signature is written in a cursive, flowing style.

Robert M. Jessup Jr.

cc: Trey Thurman, Esq.
Sam Smotherman, Esq.
(by electronic mail)

Attached – Sanford Holshouser W-9 form

Also attached – invoice for first phase payment

Attachment A – Information about our Engagement

We look forward to working for Pender County on this project. We would like to provide some additional information about our scope of service and our role in this transaction. Please let us know if we can in any way clarify our role.

We represent the County as a separate entity. We do not represent any individual County officer or any individual County governing board member. Our professional duty of confidentiality, for example, runs only to the County as an entity and not to any individual representative. In some cases the rules of professional responsibility for lawyers may require us to share information received from a County representative with other County representatives, or directly with the Board of Commissioners. We will take direction for our work from the County Manager unless we are directed otherwise by the Board Chairman or the County Attorney.

The legal opinions we deliver must be objective. Although we serve as special counsel to the County, it is our responsibility to deliver legal opinions that are objective; that is, they are to set forth our evaluation of legal matters without regard to the County's financial or other interests. We will not represent any other party to the transaction, although we will of course explain and discuss our view of the applicable law and requirements for compliance with all parties.

We may from time to time have clients in transactions with the County. We at Sanford Holshouser have an active public finance and community economic development practice. It is possible that during our representation of the County, one or more of our other clients may become involved in transactions with the County. We certainly do not expect that any such representation would produce an actual conflict with our work as special counsel on this transaction. We will endeavor to inform you of any such circumstance should it arise.

Our engagement does not include any work related to real estate title matters, including obtaining title insurance commitments or policies or doing any research as to title matters. Please also note that **we are not financial advisers**, and the County should not look to us, or rely on us, for financial advice. When the project is over, we will also ask the **County to provide an evaluation** of our work.

Attachment B -- Our Performance Standards

These are the standards that we use to evaluate our own work. If you ever think we're not matching these aspirations, please let us know we need to do better.

Attitude and communication

We demonstrate a practical, problem-solving approach and a friendly, helpful attitude. We communicate in a clear, frequent and timely manner. We are accessible and responsive. We don't make things too "lawyerly" or complicated.

Timeliness

We adhere to schedules, whether imposed by law or agreed upon with the working group. We appreciate your economic and non-economic interests, your time constraints and your internal procedures. We will let you know what you need to do, and when you need to do it, in a way you can readily understand.

Technical Knowledge

We demonstrate up-to-date knowledge of relevant legal issues and financial conditions.

Confidence in the Transaction

Our knowledge, experience and communication will enable your staff to confidently navigate the process, and to understand it sufficiently to both satisfy yourselves and to communicate the process and key aspects to both elected officials and, where appropriate, to members of the general public. The transaction won't be just a "black box" that nobody understands or a cursory process of our telling you to "just sign this, just file that."

Fees

We will charge a fair price. Our fee arrangement will be the right type for this engagement. The bill we send will be sufficiently detailed for you to understand the work that was done.

April 12, 2021

Initial Billing for Pender County, North Carolina
-- Water Districts Organization Project

On account for professional services as special counsel to Pender County, North Carolina, in connection with a project to consider investigating options to adjust the relationship between the County and its utility districts. Our work has included (a) preparing a memo for County staff outlining possible approaches, and discussing the alternatives with County staff, (b) presenting to the County Board on March 15 in Burgaw about possibilities for reorganization, and finally including (e) all research, correspondence and other communication to date, and including all expenses.

Amount billed **\$4,000.00**

This is the first installment of our bond counsel fee as described in our engagement letter to the County dated April 12, 2021. This amount is fully earned upon our receipt in consideration of our work on this project done through the billing date and our commitment to the additional work.

Our taxpayer identification number is 20-0467819.

Please mail your check to the address shown above, or please call us if you prefer ACH instructions.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sanford Holshouser LLP	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 209 Lloyd St	Requester's name and address (optional)
6 City, state, and ZIP code Carrboro NC 27510	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
2	0	-	0	4	6	7	8	1	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person RM Jessup Jr	Date 2-22-2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Pender County Request for Board action

TO: Board of Count Commissioners
FROM: Alan Cutler
DATE: May 3, 2021
SUBJECT: Approval for Budget Amendment to move funds from Body Armor Grant revenue in the amount of \$1,500.00.

SUMMARY:

Pender County Sheriffs' Office would like to transfer funds from body armor grant to uniforms for the reimbursement of purchase of vest carriers. Transfer funds to account 510-403600.

ACTION REQUESTED:

Approval for Budget Amendment to move funds from Body Armor Grant Revenue in the amount of \$1,500.00.



Pender County Budget Ordinance Amendment

Friday, April 16, 2021

Page 2 of 2

Date Friday, April 16, 2021
Board Meeting Date (If Applicable) Monday, May 3, 2021

Fiscal Year FY 2020-2021

Fund 10 - GENERAL

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request
Transfer of funds to Uniforms

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-348056	Body Armor Grant	1500.00
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-403600	Uniforms	1500.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 1500 Total Expenditures 1500

Budget Amendment Balances when Zero. 0

Prepared By: Jennie Coleman Email jennifer.coleman@pendersheriff.com



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Justian Pound
DATE: May 3, 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 April 2021.



Pender County

Request For Board Action

DATE OF MEETING: May 3, 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
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NONE

REFUNDS OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	BROCK, WANDA GAIL	213155361	142.27	SOLD
2019	CONKLIN, SHERIDAN JAMES	213289542	429.97	MILTRY EXEMPT
2020	CONKLIN, SHERIDAN JAMES	213289545	316.48	MILTRY EXEMPT
2019	HOBBS, MICHAEL SHANE	213291174	135.03	SOLD
2019	LATTA, HILARY SCHAFER	213033741	243.24	MILTRY EXEMPT
2020	PHILEMON, DANIEL MAC JR	284964748	138.44	SITUS
2020	ROY, CHRISTOPHER ROBERT	211821711	134.93	SOLD
2019	SIKO, JUDITH ANNE	211929678	130.43	SOLD

TOTAL REFUNDS OVER \$100 \$1,670.79

RELEASES UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	ALLEN, GEORGE ELBERT	213155151	86.30	SOLD
2019	BAIER, GEORGE RICHARD	211577940	20.59	OUT OF STATE
2020	BLANCHARD, ERROL MORTON	281917508	39.30	SITUS
2020	BOCCHINO, NICHOLAS	71516833	29.58	LISTING CRCT
2019	BOWMAN, DEANNA BROOKE	212314056	23.83	SOLD
2020	BOYER, KEVIN MARK	213723558	51.77	ADJSTD VALUE
2019	CAMPAGNA, RONALD MATTHEW	212525739	16.56	SOLD

2019	CIMINO, JAMES RICHARD III	213292026	8.79	SOLD
2019	DECATUR, DAVID CARLTON	213291315	81.85	SOLD
2020	DELVECCHIO, CHANDRA ROSE	211577955	20.53	SOLD
2019	FRANCE, RICHARD LEE	213155169	23.09	SOLD
2020	FURR, DENISE WELLS	285393068	18.12	SITUS
2020	GAINES, RACHEL PARRISH	282939516	25.40	ADJSTD VALUE
2020	GASTON, AMANDA ROSSMAN	211705431	44.30	SOLD
2020	HARMAN, PATT CLAUDE IV	212525718	24.97	SOLD
2019	HOLLAR, ROLAND KENNETH	213034125	6.56	SOLD
2020	HUMPHREY, SUSANNE ELIZABETH	211438794	22.35	SOLD
2020	JOHN & BLAIR PLEASANTS	285393064	46.50	SITUS
2020	JOHNSON, LARRY WILLIAMS	213724269	12.34	DESTROYED
2020	JORDAN, HERBERT RAY	213723879	8.89	SOLD
2019	KALNEN, SAVANNAH RENEE	212802405	41.77	SOLD
2020	MARKS, WILLIAM LANDON	211930191	19.07	SOLD
2019	MARSHBURN, ARNOLD WELDON	211439088	8.13	SOLD
2019	MURPHY, ALTON RAY	213724077	23.96	SOLD
2020	MURPHY, ALTON RAY	212204613	34.64	SOLD
2019	PEREZ, FRANCISCO	211821705	10.23	DESTROYED
2020	ROOF, ROBERT WILLIAM JR	211577550	73.27	ADJSTD VALUE
2019	ROUSE, KARL EDWARD	212088849	8.06	SOLD
2019	SPIRAKIS, KIRSTEN NINA	212420067	89.39	SOLD
2019	TESSARI, CHARLES BENJAMIN	213289485	60.83	SOLD
2019	ESTATE OF RAYMOND TEACHEY	283574472	39.76	SITUS
2020	TURNBILL, CHARLES JACK JR	211438173	90.50	SOLD
2020	WALTON, SUZANNE ELKS TEW	284390484	6.43	SITUS
2019	WOODARD, AARON MATTHEW	212204655	87.41	DESTROYED

TOTAL REFUNDS UNDER \$100	\$1,205.07
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TOTAL OF ALL RELEASES	NONE
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TOTAL OF ALL REFUNDS	\$2,875.86
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MINUTES
Board of County Commissioners Meeting
Monday, April 19, 2021 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT:

George Brown
Fred McCoy
Jacqueline A. Newton
David Piepmeyer

MEMBERS ABSENT:

David Williams

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.

Page

1. CALL TO ORDER

Chairman Brown called the meeting to order at 4 pm.

2. INVOCATION

Commissioner Newton delivered the invocation.

3. PLEDGE OF ALLEGIANCE

Chairman Brown led in the Pledge of Allegiance.

- 3.1 Chairman Brown stated that Commissioner Williams was unable to attend the meeting and asked for a motion to excuse him.

Moved by Jacqueline A. Newton, seconded by David Piepmeyer

Motion to excuse Commissioner Williams from the meeting.

	For	Against	Abstained	Absent
Jacqueline A. Newton	x			
David Piepmeyer	x			

Page 1 of 43

George Brown	x			
Fred McCoy	x			
David Williams				x
	4	0	0	1

CARRIED.

4. ADOPTION OF AGENDA

Moved by Jacqueline A. Newton, seconded by David Piepmeyer

Motion to adopt the agenda with no changes.

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

CARRIED.

5. PUBLIC COMMENT

Sheriff Cutler presented awards to two recently retired officers, as follows:

1. NC Old North State Award to Retired Detective John Leatherwood whose career included service in the US Coast Guard, as well as Dare, New Hanover and Pender County's Sheriff's office.

2. NC Order of the Long Leaf Pine Award to Retired Major Keith Hinckle whose career included service in the Towns of Burgaw (lieutenant and Chief) and Topsail Beach Police Departments, as well as the Pender County Sheriff's Department. Major Hinckle has 40 years of service and continues to serve as a part time deputy training others.

6. CONSENT AGENDA

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to adopt the consent agenda with the removal of item 6.4 Consideration of extension of GFL contract to later in the agenda under Managers Items.

	For	Against	Abstained	Absent
George Brown	x			

Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams				x
	4	0	0	1

CARRIED.

- 6.1. Approval of Minutes: Special Meeting: March 26, 2021 and Regular Meeting: April 6, 2021.
- 6.2. Approval of a Budget Amendment to Increase the Department of Social Services Revenues and Expenditures for Fiscal Year 2020-2021: Low Income Energy Assistance: \$15,000. 11 - 13
[6.2 Budget amndment](#)
- 6.3. Approval of a Budget Amendment to decrease Health Department Revenues and Expenditures for Fiscal Year 2020-2021: \$4,783. 15 - 16
[6.3 Budget amendment](#)

7. APPROVALS AND RESOLUTIONS

- 7.1. Proclamation of April as Sexual Assault Awareness Month. 17 - 18

Moved by Jacqueline A. Newton, seconded by David Piepmeyer

Motion to adopt Proclamation of April as Sexual Assault Awareness Month as presented.

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

CARRIED.

[RCC SAAM Proclamation 04192021](#)

- 7.1 Consideration of sale of property

Manager McEwen relayed the offer on property located at 156 Sinai Drive in Currie, parcel ID 2293-40-3441-0000 in the amount of \$16,500. He said the offer is lower than appraised value of \$59,193 as there is a

dwelling. Person making the offer says the dwelling is dilapidated and needs to be torn down. Manager McEwen recommended not approving the offer.

After discussion, the Board reached consensus to table this topic.

- 7.3. Approval of Procurement Compliance Summary for the Proposed Factory Road Water Extension Design-Build Project.

19 - 22

Moved by David Piepmeyer, seconded by Fred McCoy

Motion to approve Procurement Compliance Summary for the Proposed Factory Road Water Extension Design-Build Project

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

CARRIED.

[ProcurementComplianceSummaryForDesignBuildProject](#)

8. APPOINTMENTS

- 8.1. Board of Equalization and Review Appointment for Tax Year 2021.

Moved by David Piepmeyer, seconded by Fred McCoy

Moved to re-appoint Bryant Sheppard (Chairman); Robert (Bob) W. Dennis (Vice-Chairman); Leslie Green; and Walter L. Baker; to another one year term on the Board of Equalization and Review.

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

CARRIED.

- 8.2. Approval of an Appointment to the Pender County Advisory Board of Health.

Moved by Fred McCoy, seconded by David Piepmeyer

Moved to appoint applicant Frank Perez to the Pender County Advisory Board of Health.

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

CARRIED.

9. ROCKY POINT WATER AND SEWER DISTRICT

- 9.1 Approval of sale of real property (PIN 3228-84-6662-0000)

Manager McEwen stated this property is located on Highway 117 in St. Helena. A small portion of the tract is used by the Rocky Point Water and Sewer District. The Board declared the property surplus and directed staff to advertise for sealed bids. One bid was received for the property and it met the minimum bid required. He recommended acceptance of the bid.

After discussion, the Board reached consensus to table this item.

10. PENDER COUNTY BOARD OF HEALTH

- 10.1. Presentation of Child Fatality Team Report for 2020.

23 - 25

Chairman Brown opened the meeting as the Board of Health.

Health Director Carolyn Moser presented Child Fatality Team Report for 2020. A copy of said report is herein incorporated as part of these minutes.

Director Moser gave an update on the status of Covid cases in the county:

- 5,122 cases
- 69 deaths
- 1 hospitalization
- Averaging 8 cases a day
- Testing is ongoing though number of those requesting testing is dropping
- 1/3 of eligible population have been vaccinated
- Large percentage of 65 and older have been vaccinated
- Having difficult time filling appointments for vaccines. Sometimes it takes days to fill 400 slots.
- May be that vaccine field is saturated

County Manager McEwen brought up the subject of supplemental pay for the health staff working during the pandemic using Covid funds received from the federal government. The plan is to use \$72,500 out of \$800,000 received for this purpose.

[Child Fatality 2020 Team Report](#)

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

11.1 County Attorney Thurman said there are three topics for closed session:

- Item 3 - attorney client
- Item 5 acquisition of property
- Item 6 personnel

County Manager McEwen introduced retired municipal clerk Nancy Avery who is serving as the interim clerk. He stated the process for a new clerk is well under way with advertising and reviewing applicants.

Manager McEwen gave a presentation on the county's convenience centers. Said presentation is herein incorporated as part of these minutes. Highlights of the presentation:

- A good number of sites are on leased land that has only gravel which causes a lot of dust in dry climate and muddy conditions when wet. Some of these have narrow ingress/egress and some are in high traffic areas
- County owned sites have concrete access

Manager McEwen gave the following options regarding convenience centers:

1. Leave all sites status quo
2. Upgrade leased sites with pavement/concrete which puts county in position of spending county money to improve private land
3. Relocate convenience sites from leased property to land county owns or seek out better leased sites
4. Buy land and move leased sites

All sites should not be in a wetland or floodplain and have road frontage available.

He stated he had a conversation with the vendor GFL. They would consider upgrading but want an extension of their contract and \$250,000 or to improve all leased lots, a 10 year contract extension and \$500,000. This would include fencing, perpetual maintenance, and paving.

Assistant County Manager Shipley informed the Board of the Parks & Recreation process to update its master plan. There will be public meetings and flyers and a press release to the public to encourage citizen input. An updated master plan is important when applying for future grants.

Commissioner items:

Commissioner Newton said all lights were on at the courthouse over the weekend. There needs to be a chain of command and someone locally who can take care of these things over the weekend.

Commissioner Piepmeyer said he would be happy to see landscaping at the courthouse cleaned up and to see work done on the weekends, since the project is over schedule.

Chairman Brown said he spoke with Assistant Manager Vann about the ceremony to open courthouse and the plaque. Discussion ensued with the consensus reached to push the dedication ceremony to August on a Friday. Assistant Manager Vann to come back with a date.

[Solid Waste Con Sites Presentation](#)

- 11.2 Approval of an Extension of the Solid Waste Contract with Green for Life (GFL) for a Period of One Year.

Manager McEwen said he needs to revisit contract discussion with GFL regarding convenience sites after tonight's discussion.

Consensus of the Board was to table this item.

12. CLOSED SESSION (IF APPLICABLE).

Moved by Fred McCoy, seconded by Jacqueline A. Newton

*Moved to go into closed session at 6:03 pm as per N.C.G.S.
143-318.11(3) Attorney Client, (5) Acquisition of property and (6) Personnel
matter.*

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

CARRIED.

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

- 13.1. Resolution requesting approval of a Special Use Permit for the construction and operation of a personal art studio, classified under 'Artisan Manufacturing' within the Pender County Unified Development Ordinance.

13.1 The Board returned to open session at 7:05 pm.

27 - 43

Chairman Brown opened the Public Hearing at 7:06 pm.
Attorney Thurman administered the oath to those wishing to testify.

Carleen Shaw, staff member, stated:

- Richard Conn, owner, requested a Special Use Permit (SUP) for construction and operation of a personal art studio, a permitted use in that district via SUP which is classified as rural/agriculture
- Property is located on western side of Highway 421 half way between Malpass Corner Road and NC Highway 210
- Parcel is completely wooded and undisturbed
- 1700 square foot structure is to be constructed with a driveway to be permitted by NC DOT
- All other land will remain untouched
- There will be no loud machinery or noise to neighbors

- Structure and land is for personal use only - not open to the public
- An onsite well and septic tank will be utilized
- Property is not located in a flood hazard area
- Rear of property may contain wetlands but construction will occur outside of that area
- A site plan as per UDO is to be presented for review by Tech review committee, subject to federal, state and local approvals
- Notice has been sent to property owners per UDO requirements
- Proposed use is compatible with zoning
- Proposed SUP is compatible with 2.0 Comprehensive Plan
- Properties to north are residential homes
- Properties east, south and west are undeveloped
- Staff does not provide recommendations on SUP
- Board may add conditions to approval

Property owner Richard Conn stated:

- He had property surveyed. There is a nearby barn but it does not come into contact with his property.
- He has an agreement in place with the neighbor that owns the barn
- Only noise would be contained inside the building
- The studio will be isolated within the wooded property

Neighboring property owner Floyd Morris said:

- He owns the farm across the street
- It is a 100 acre tract and his home is there
- He wants to be sure of what is going on at the property across from him such as will there be trucks coming and going?
- He understands the owner does statues. What kind?
- He asked if Mr. Conn could elaborate on the type of business

Mr. Conn replied:

- He has a website of his work (he showed it as he spoke)
- He is an instructor and chair of the arts program at Cape Fear Community College
- He creates abstract sculptures and paints - mostly landscapes
- He works in many different mediums
- Some sculptures are welded metal

Mr. Newton asked if there will be students on this property doing work?

Mr. Conn answered no, there will not be students on the property.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Moved to approve applicant Richard Conn's SUP for construction and operation of artisan and manufacturing studio.

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

CARRIED.

[SUP 2021-18](#)

14. ADJOURNMENT

- 14.2 Motioned to adjourn at 7:35 pm by Commissioner Newton, seconded by Commissioner McCoy. Unanimously approved.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motioned to adjourn at 7:35 pm.

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

CARRIED.



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Wes Stewart
DATE: April 19, 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: \$15,000.

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.



Pender County Budget Ordinance Amendment

Wednesday, April 7, 2021

Date: Wednesday, April 7, 2021
Board Meeting Date (If Applicable): Monday, April 19, 2021
Fiscal Year: FY 2020-2021

Fund: 12 - DSS

Department: 100097 - LOW INCOME ENERGY ASST PROG

Purpose of Request
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.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	12-389-500	LIEAP	15000
2			
3			
4			
5			

Proposed Amendment:
EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	100097	462719	15000
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues: 15000

Budget Amendment Balances when Zero: 0

Prepared By: Savannah Hubach

Email

shubach@pendercountync.gov

Total Expenditures: 15000



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Carolyn Moser
DATE: April 19, 2021
SUBJECT: Approval of a Budget Amendment to decrease Health Department Revenues and Expenditures for Fiscal Year 2020-2021: \$4,783.

SUMMARY:

The Food Protection and Facilities Branch of the Environmental Health Section reduced funds in the amount of \$4,783. The Food and Lodging Program implements state-mandated sanitation regulations.

ACTION REQUESTED:

To approve a budget amendment decreasing programmatic revenues and related expenses for the Health Department by \$4,783.



Pender County Budget Ordinance Amendment

Thursday, April 1, 2021

Thursday, April 1, 2021

Monday, April 19, 2021

Board Meeting Date (If Applicable)

Fiscal Year FY 2020-2021

Fund 11 - HEALTH

Division, Program, Project, etc. Environmental Health / Food & Lodging

Department

900050 - ENVIRONMENTAL HEALTH

Purpose of Request
Funding reduced from state in the food & lodging program

REVENUES

	Account # (OBJ-SUBJECT)	Account Description	Amount
1	11-375026	Food & Lodging / DEHNR	4783.00
2			
3			
4			
5			

Proposed Amendment:
EXPENDITURES

	Account # (OBJ-SUBJECT)	Account Description	Amount
1	900050-407403	Capital Outlay - Vehicle	3688.00
2	900050-404500	Contracted Services	1095.00
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 4783

Total Expenditures 4783

Budget Amendment Balances when Zero.

0

Prepared By:

Donna Ramos

Email

dramos@pendercountync.gov



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Aishel Garcia
DATE: April 19, 2021
SUBJECT: Proclamation of April as Sexual Assault Awareness Month.

SUMMARY:

Aishel Garcia of the Rape Crisis Center with Coastal Horizons has submitted the attached Proclamation for the Board's review and consideration.

ACTION REQUESTED:

To consider a Proclamation of April as Sexual Assault Awareness Month.

Sexual Assault Awareness Month

Proclamation

APRIL 2021

April is Sexual Assault Awareness Month – a time to draw attention to the prevalence of sexual assault and educate individuals and communities about how to prevent it. Sexual harassment, abuse, and assault are widespread problems. We know that, in the United States alone, nearly one in five women and one in 67 men have been raped at some time in their lives (Smith et al., 2017), and that one in six boys and one in four girls is sexually abused before the age of 18 (Dube et al., 2005).

Sexual harassment, assault, and abuse happen in all communities – and that includes online spaces. We are spending more and more of our lives online – whether that's for work, school, or entertainment. Unfortunately, with this increase in virtual connection comes an increase in online abuse and harassment. Consent and boundaries can be violated online in a number of ways, and the trauma of online abuse is all too real for many survivors.

But each of us has the power to change that. We can all make a difference to ensure that our online communities are safe and respectful for everyone.

2021 marks the twentieth anniversary of SAAM, and the theme of this year's campaign is "We Can Build Safe Online Spaces." The campaign calls on us to create online spaces that are built on the foundational values of practicing consent, keeping kids safe, and supporting survivors

I join advocates and communities across the country in preventing online abuse. Together, we can build safe online spaces now and into the future.

Name

Date

Dube, S. R., Anda, R. F., Whitfield, C. L., Brown, D. W., Felitti, V. J., Dong, M., & Giles, W. H. (2005). Long-term consequences of childhood sexual abuse by gender of victim. *American Journal of Preventive Medicine*, 28(5), 430-438. <https://doi.org/10.1016/j.amepre.2005.01.015>

Smith, S. G., Chen, J., Basile, K. C., Gilbert, L. K., Merrick, M. T., Patel, N., Walling, M., & Jain, A. (2017). *The National Intimate Partner and Sexual Violence Survey (NISVS): 2010-2012 state report*. U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. <https://www.cdc.gov/violenceprevention/pdf/NISVS-StateReportBook.pdf>



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Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Kenneth Keel
DATE: April 19, 2021
SUBJECT: Approval of Procurement Compliance Summary for the Proposed
Factory Road Water Extension Design-Build Project.

SUMMARY:

Prior discussions between PCU and the Board has placed a priority on completion of the water main down Factory Road, which will provide a much needed loop of the water system to enhance fire flow and add more customers. To expedite construction of this pipeline extension, a design-build process is recommended. Per NC law, six criteria are to be approved by the unit of local government prior to proceeding with the design-build procurement method. The attached document offered for approval establishes this criteria for the project.

Upon approval of this document, PCU will distribute a Request for Qualifications (RFQ) to solicit statements of qualifications from design-build teams to complete the project.

ACTION REQUESTED:

To approve the Procurement Compliance Summary for Factory Road Water Extension project.

ATTACHMENTS:

Procurement Compliance Summary

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
Clerk to the Board
Melissa Long

County of Pender Procurement Compliance Summary

To enter into a Design-Build contract, units of local government must follow specific procurement procedures set forth in the North Carolina General Statutes. The County of Pender ("County") bidding policies are designed to conform to these statutes, thereby the Pender County Board of County Commissioners are authorized to use the Design-Build procurement method on an individual project basis.

G.S. 143-128.1A. requires governmental entities to establish in writing the criteria to be utilized to determine when the Design-Build procurement method is appropriate. The circumstances and criteria listed below were used to determine the Design-Build delivery method is appropriate for the following:

Factory Road Water Extension Project

(1) The extent to which the governmental entity can adequately and thoroughly define the project requirements prior to the issuance of the request for qualifications for a design-builder.

County professional engineering staff evaluated the existing water system in the Factory Road area and determined that the system would benefit from looping of the existing pipeline to provide better reliability to the growing area and enable additional customers to connect. A licensed professional engineer on the county staff will ensure that the project is thoroughly defined and prepare the RFQ.

(2) The time constraints for the delivery of the project.

Time constraints are paramount and the principal factor in the County's selection of the Design-Build procurement method for this project due to the need for construction to be as efficient and immediate as possible. Due to factors at the time of initial water line construction in the area, the water extension was stopped at Lea Drive. Now as more growth is occurring in the area, the looping of the water line is needed to improve fire flow and pressure. In general, and doubly so in a time of a public health pandemic, access to reliable and safe drinking water is critical for the County. The expeditious construction of this water extension is critical to the area of this project.

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



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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
Clerk to the Board
Melissa Long

(3) The ability to ensure that a quality project can be delivered.

The County intends to contract with a design-builder that is selected on qualifications and reputation for successful delivery of similar water extension projects. The County will rely on the project definition, as provided by the experienced engineering and utilities staff of the County, including the Public Utilities Director and Assistant Utilities Director, who will be assigned in various roles to oversee the work of the design-builder to ensure the project is completed as intended.

(4) The capability of the governmental entity to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery.

Responses to the RFQ will confirm the market availability and interest of local area qualified contractors and engineering firms/teams prepared to engage in Design-Build efforts for this specific project. Central to these responses will be the demonstration of experienced success with Design-Build project delivery. Therefore, these responses will become a primary basis for the selection of a Design-Build firm/team.

(5) A good-faith effort to comply with G.S. 143-128.2, G.S. 143-128.4, and to recruit and select small business entities. The governmental entity shall not limit or otherwise preclude any respondent from submitting a response so long as the respondent, itself or through its proposed team, is properly licensed and qualified to perform the work defined by the public notice issued under subsection (c) of this section (G.S. 143-128.1.A).

The County encourages the participation of small business entities on County funded projects. Respondents to the Design-Build RFQ will be required to comply with G.S. 143-128. The County will not limit or otherwise preclude any respondent from submitting a response so long as the respondent, itself or through its proposed team, is properly licensed and qualified to perform the work.

(6) The criteria utilized by the governmental entity, including a comparison of the advantages and disadvantages of using the design-build delivery method for a given project in lieu of the delivery methods identified in subdivisions (1), (2), and (4) of G.S. 143-128(a1).

The County finds the advantages of the Design-Build procurement method to be superior to any advantages of any other construction methods listed in subdivisions (1), (2), and (4) of





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
Clerk to the Board
Melissa Long

G.S. 143-128(a1) for this Factory Road Water Extension project. The County's key criteria considerations are cost savings, efficiency of design and construction, and timeliness of project delivery. While the other methods have potential to deliver goods and services for portions of the project with a lesser expense when compared to the Design-Build method, thereby creating a disadvantage, the County finds that not to be an absolute. The County contends that using the Design-Build approach will allow for the total project cost to be known prior to entering into the final Design-Build agreement. Also, there are potential cost savings using the Design-Build approach that will likely result from having the contractor and engineer working together early during the design process as they coordinate to provide input to each other on construction and scheduling logistics. In addition, with construction costs generally on the rise, speeding up the project and purchasing materials sooner could result in lower materials costs. Furthermore, with the project schedule being of utmost importance, the expeditious manner in which the project needs to occur favors the Design-Build approach because some portions of construction could begin prior to completion of the final design. For these reasons, the County finds that the advantages of the Design-Build procurement method to be superior to any advantages of any other construction methods listed in subdivisions (1), (2), and (4) of G.S. 143-128(a1) for this Factory Road Water Extension project.

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Pender County Public Information

TO: Board of County Commissioners
FROM: Carolyn Moser
DATE: April 19, 2021
SUBJECT: Presentation of Child Fatality Team Report for 2020.

SUMMARY:
Staff will present the 2020 Child Fatality Team Report to the Board.

Pender County Health Department

...Building a healthier tomorrow...

Carolyn Moser, MPA
Health Director

March 24, 2021

Child Fatality Prevention Team (CFPT) Report for 2020 (Deaths in 2018 and 2019)

The CFPT's active representatives include:

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

The committee did not meet in person but held three virtual meetings in 2020 due to the COVID-19 pandemic. A total of six new cases from the state were reviewed.

There was one case for review from the 1st quarter of 2019, four cases for the 2nd quarter, and one case for the 3rd quarter. In addition, the team revisited and closed one case from 2018. Child fatality ages ranged from birth to 16 years of age.

Of the new cases reviewed, five were completed and closed. One case was reviewed but the team has requested additional information. This case was revisited at the 01/20/2021 Child Fatality Prevention Team Meeting and was closed.

The causes of death for the completed cases, were as follows:

- **Primary atelectasis of newborn, previable prematurity of newborn, rupture of membranes**
- **Intracerebral Hemorrhage, Intraventricular**
- **MVA-Non-collision Traffic accident -2 cases**
- **Chronic respiratory failure, chromosomal abnormalities**
- **Secondary malignant neoplasm of the brain and cerebral meninges**
- **Newborn affected by oligohydramnios, severe pulmonary hypoplasia**

P.O. Box 1209, 803 S. Walker St., Burgaw, NC 28425 (910) 259-1328 Fax (910) 259-1258

Environmental Health (910) 259-1233 WIC (910) 259-1290

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Pender County Health Department

...Building a healthier tomorrow...

Carolyn Moser, MPA
Health Director

Page 2

Actions:

Webinars attended by the committee members:

- Integrating Gun Safety Awareness in your clinical and case management services- Brenda Allen 09/29/2020
- Child Pool Drowning and Hot Car Fatalities- Brenda Allen, Salina Dixon 09/11/2020
- Unexplained Pediatric Deaths Investigations, Certification, and Family Needs- Brenda Allen, Salina Dixon, 09//06/2020
- Mandatory Reporting of Child Abuse and Neglect 2020-2022- Brenda Allen, Salina Dixon, 09/04/2020
- Safe Sleep- Brenda Allen, Salina Dixon, 08/26/2020

Recommendations from the Committee:

- Continue to provide education on smoking cessation during pregnancy
- Encourage early prenatal care
- Provide Safe sleep education
- Provide education on car seat safety
- Provide Youth Mental Health First Aid training for administrators, teachers, bus drivers, cafeteria workers, and janitors in the schools as well as for the parents in the community.

Respectfully Submitted By:

Brenda Allen, RN, BSN
CFPT Chairperson

P.O. Box 1209, 803 S. Walker St., Burgaw, NC 28425 (910) 259-1328 Fax (910) 259-1258

Environmental Health (910) 259-1233 WIC (910) 259-1290

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Pender County Request for Board Action

TO: Board Of County Commissioners

FROM: Travis Henley

DATE: April 19, 2021

SUBJECT: Resolution requesting approval of a Special Use Permit for the construction and operation of a personal art studio, classified under 'Artisan Manufacturing' within the Pender County Unified Development Ordinance.

SUMMARY:

Richard Conn, applicant and owner, is requesting approval of a Special Use Permit for the construction and operation of a personal art studio, classified under 'Artisan Manufacturing' within the Pender County Unified Development Ordinance. There is one (1) ±2.2 acre tract associated with this request. The subject property is located on the western side of HWY 421, approximately 0.55 miles north of Fred White Road and may be further identified by Pender County PIN: 2286-56-9281-0000.

ACTION REQUESTED:

To hold a public hearing and consider the approval of a Special Use Permit.

ATTACHMENTS:

SUP 2021-18 Staff Report
SUP 2021-18 Application
SUP 2021-18 Narrative
SUP 2021-18 Site Plan
SUP 2021-18 Survey
SUP 2021-18 Attachment 1
SUP 2021-18 BAF

**PLANNING STAFF REPORT
SPECIAL USE PERMIT**

SUMMARY:

Hearing Date: April 19, 2021
Applicant: Richard Conn
Property Owner: Richard Conn
Case Number: SUP 2021-18

Land Use Proposed: Richard Conn, applicant and owner, is requesting approval of a Special Use Permit for the construction and operation of a personal art studio, classified under 'Artisan Manufacturing' within the Pender County Unified Development Ordinance.

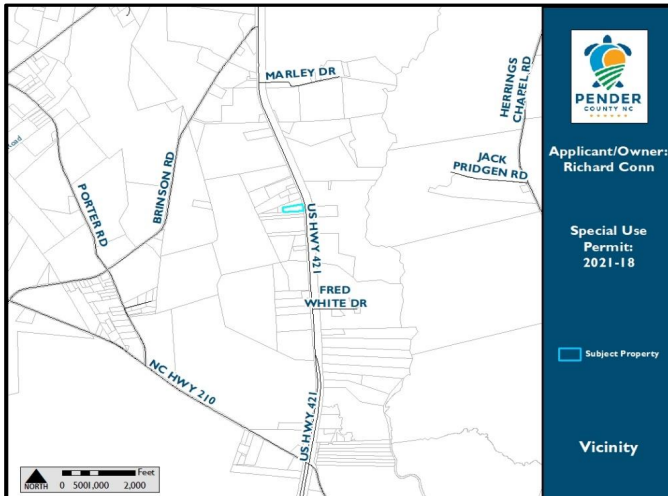
Property Record Number and Location: There is one (1) ± 2.2 acre tract associated with this request. The subject property is located on the western side of HWY 421, approximately 0.55 miles north of Fred White Road and may be further identified by Pender County PIN: 2286-56-9281-0000.

Zoning District of Property: The subject property is zoned RA, Rural Agriculture zoning district and according to Section 5.2.3 'Table of Permitted Uses,' of the Pender County Unified Development Ordinance, Artisan Manufacturing is permitted in this zoning district via Special Use Permit.

PROJECT DESCRIPTION:

This proposed Special Use Permit will allow for a personal art studio on the subject property, classified as 'Artisan Manufacturing' in Section 5.2.3 'Table of Permitted Uses' of the Pender County Unified Development Ordinance. As proposed, the applicant will construct a 42' x 40' structure totaling 1,680 sq. ft. near the front of the subject property and use it as the personal art studio.

According to the applicant's submitted narrative, minimal changes to the property are required to accommodate the construction of the structure. The applicant intends to only remove the existing vegetation where the studio and driveway is to be constructed, as well as any areas necessary for the installation of required utilities. The proposed art studio will only be used for personal use with no employees so an increase in traffic to the area is not anticipated. All noise will be contained within the structure and is subject to the Pender County Noise Ordinance. The art studio is proposed to be



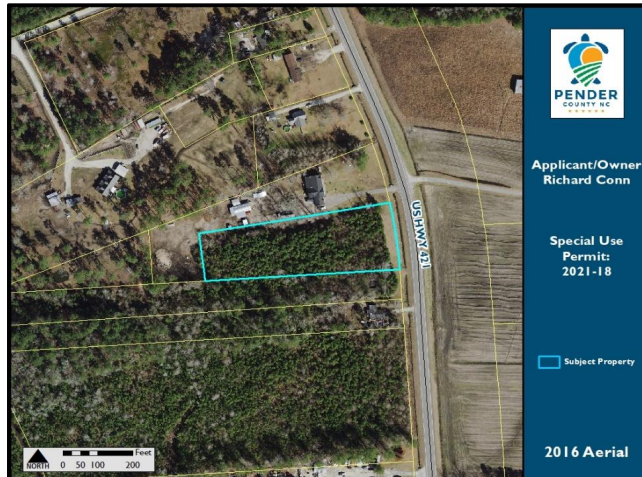
approximately 80 feet from the US HWY 421 right-of-way and the applicant is not proposing to install any signage because it is not open to the public.

Per the Pender County Unified Development Ordinance, Artisan Manufacturing is defined as:

On-site production of goods by hand manufacturing involving the use of hand tools and small-scale light mechanical equipment. Artisan Manufacturing businesses may not exceed 2,500 square feet. Typical uses include woodworking, cabinet shops, electronic goods, food and bakery products, printmaking, leather products, clothing and apparel, glass products, paper crafts, ceramic studios, jewelry manufacturing and similar types of arts and crafts or small-scale manufacturing uses that have limited, if any, negative external impacts on surrounding properties, water resource, air quality, and/or public health. Artisan manufacturing in the RP, Residential Performance zoning district may not include direct retail, loading areas or outdoor storage of products or materials.

The proposed use, specifically contained entirely within the proposed art studio, is consistent with the above definition. Although this property is not located in the RP, Residential Performance zoning district, pursuant to the above definition of 'Artisan Manufacturing,' the proposed use does not have a direct retail component.

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.



Use Type	Ref NAICS	Zoning Districts									
		RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sectors 31-33											
MANUFACTURING											
Artisan Manufacturing		S	S			P	P		P		

Hours of Operation

According to the applicant, the studio will not have regular working hours because it will have no employees, is not open to the public, and does not contain a direct retail component. The applicant will not keep regular work hours and will be the only person on premises.

Driveway Access

The site is accessed by US HWY 421, an NCDOT-maintained Principal Arterial road based on the NCDOT Functional Classification Map. Based on the applicant's submitted site plan and narrative, the applicant intends to install a driveway to access the site. The construction of this driveway is subject to review and approval by NCDOT through a driveway permit which may be required at the site development plan submittal.

Parking

Designated parking spaces are not required because the proposed request is for personal use, is not open to the public, and does not have a retail component. However, if requested at a future date by the applicant, the parking standards will be re-evaluated at site development plan submittal.

Landscaping and Buffers

Per Section 8.2.7 of the Pender County Unified Development Ordinance, non-residential uses in residential districts are required to provide a type "A" buffer along all street boundaries, a type "C" buffer along all boundaries adjacent to single family residential uses or residential lots with a parcel size of less than one (1) acre and when a single family structure is within 50' of the boundary of the development, and a type "B" buffer along all other non-street boundaries. However, the Board of Commissioners have the discretion to impose additional buffering standards upon the applicant via the Special Use Permit process. Specific landscaping and buffering standards will be evaluated at the time of site development plan submittal.

Signage

According to the applicant, the installation of a sign on the subject property is not proposed. However, unless prohibited as a condition of approval, any future signage will be reviewed and permitted in accordance with Article 9 of the Pender County Unified Development Ordinance.

Utilities

According to the submitted narrative and site plan, the subject property will utilize a rainwater collection system for water. However, if this Special Use Permit is approved, further review by Pender County Environmental Health and Building Inspections will be required to determine if this water collection system is permitted. The applicant has also indicated that an on-site private septic system will be installed. All proposed utility systems are subject to review and approval by Pender County Environmental Health.

Environmental Concerns

According to the North Carolina Division of Coastal Management (DCM), a small portion to the rear of the property contains wetlands. However, 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:

Public Notification

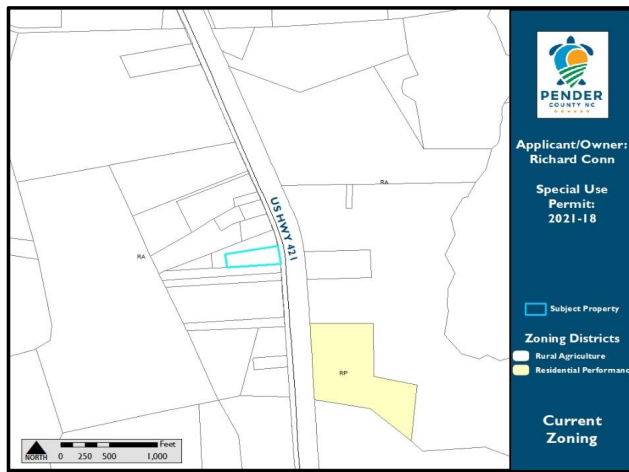
Advertisements for the proposal have been placed in the Pender-Topsail Post & Voice. Adjacent owners within five hundred feet (500') of the subject parcel were notified by first-class mail and a sign advertising the public hearing was placed on the subject property.

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.

Existing Land Use in Area

The subject property is currently a vacant, wooded tract. The majority of the existing land uses in the area consist of low density residential uses and agricultural and vacant lands. The properties to the north consist of single-family homes, and properties to the south, east, and west are undeveloped. This vast majority of this area along US HWY 421 is zoned RA, Rural Agriculture zoning district.



Unified Development Ordinance Compliance

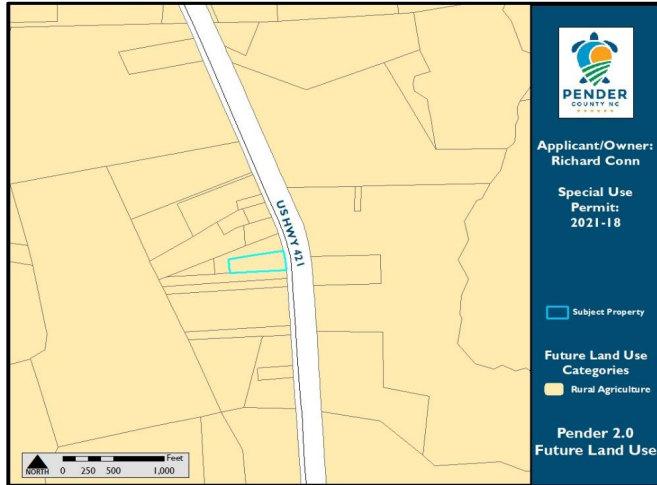
The property is currently zoned RA, Rural Agriculture zoning district and according to Section 5.2.3 of the Pender County Unified Development Ordinance, Artisan Manufacturing is permitted in this zoning district via a Special Use Permit.

Pender 2.0 Comprehensive Land Use Plan Compliance

The subject property is classified as Rural Agriculture in the Pender 2.0 Comprehensive Land Use Plan's Future Land Use Map. The Rural Agriculture future land use category supports and

protects Pender County's agricultural areas, an essential part of the County's economy and agricultural heritage. Agricultural uses are highly encouraged in these areas, as consideration should be given to the preservation of prime farmland soils for the 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 are considered appropriate uses when they are compatible with existing neighborhoods or can be an employment or resource for area residents.

The proposed use (Artisan Manufacturing) is consistent with the Rural Agriculture future land use category due to the compatibility of the use with the surrounding community by being contained entirely within the proposed art studio. Further, according to the applicant's submitted narrative, the applicant strives to continue his personal art curation and support the arts and cultural community of Pender County. Furthermore, the requirement of a Special Use Permit allows for additional evaluation to take place to ensure that compatibility with the surrounding community can be achieved to the greatest extent possible.



In addition to the proposal's consistency with the Future Land Use Map, the proposed Special Use Permit is also consistent with the following goals, objectives, and policies within the Pender 2.0 Comprehensive Land Use Plan:

Policy 5.1.FF: Rural Non-Residential Uses: The County shall continue to accommodate limited non-residential uses in rural areas.

The proposed Special Use Permit does not appear to be inconsistent with any goals, objectives, or policies within the Pender 2.0 Comprehensive Land Use Plan.

Site Access Conditions

Based on the applicant's submitted site plan and narrative, the applicant intends to utilize a proposed driveway on the subject property with improvements. The applicant will submit a site development plan application following approval of the proposed Special Use Permit, which will be forwarded to members of the Technical Review Committee (TRC) for comments, to include NCDOT. The applicant will be subject to any and all requirements imposed by NCDOT for the purposes of accessing the site.

Conditions to Consider in Issuing a Special Use Permit for this Project

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The obligations imposed by this permit will be the responsibility of the property owner and shall continue in effect for the duration of this permit.
3. The applicant shall meet all other local, state, and federal regulations.
4. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in this permit becoming void, if not corrected within 30 days of receipt of the notice of violation.
5. Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant.

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP-2021-18	Date	3/8/21
Application Fee	\$ 300	Invoice Number	00016505
Pre-Application Conference	12/30/2020	Hearing Date	4/19/21
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Richard Conn	Owner's Name:	Richard Conn
Applicant's Address:	218 Northern Blvd	Owner's Address:	218 Northern Blvd
City, State, & Zip	Wilmington, NC 28401	City, State, & Zip	Wilmington, NC 28401
Phone Number:	864-680-4786	Phone Number:	864-680-4786
Email Address:	rconn@cfcc.edu	Email Address:	rconn@cfcc.edu
Legal relationship of applicant to landowner: Same person			
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	2286-56-8393-0000	Total property acreage:	2.2
Zoning Classification:	RA	Acreage to be disturbed:	.25
Water Provider:	Owner provided	Wastewater Provider:	Owner provided
Project Address:	No Current Address	NAICS Code:	31-33
Description of Project Location:	Project is on 2.2 acres of undeveloped land on the west side of Hwy 421 .55 miles north of Fred White Road		
Describe activities to be undertaken on project site:	Site will be utilized as a private art studio space for the creation of paintings and sculptures		
SECTION 3: SIGNATURES			
Applicant's Signature		Date:	2/22/2021
Applicant's Printed Name:	Richard Conn	Date:	02/22/2021
Owner's Signature		Date:	2/22/2021
Owner's Printed Name:	Richard Conn	Date:	02/22/2021
<u>NOTICE TO APPLICANT</u>			
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-2021-18		
					Date of Hearing: 4/19/21		
Attachments Included with Application: (Please include # of copies)							
CD /other digital version	☒ Y ☒ N	Plan Sets 1	# of large	# of 11X17	Other documents/Reports	☒ Y ☐ N	
Payment Method:		Cash : ☐ \$ _____		Credit Card: ☐ Master Card ☐ Visa		Check: ☒ Check # 7035	
Application received by:		\$ 2024/21 Carline Shaw				Date: 2/24/21	
Application completeness approved by:		Carline Shaw				Date: 3/8/21	

Project Narrative for:

Property on Hwy 421
Currie, NC
PIN: 2286-56-9281-0000
Acreage 2.2
Zoning: Rural Agricultural
Applicant: Richard Conn

- The project is located on Hwy 421 between the intersection of Fred White Drive and Marley Drive. Access to the property will be from Hwy 421. DOT will determine the design and materials for access on NCDOT property. The drive on the property itself will be standard width crushed stone.
- The structure will be used as a personal art studio for the creation of paintings and sculptures. The applicant will have no employees and will not keep regular working hours, although all noise ordinances will be closely observed. No shop equipment will be operated later than permitted. The property will not be open to the public.
- A limited area of the site will be cleared for the driveway and the studio building. A concrete slab and pre-engineered building will be constructed. A rainwater collection system will be installed for water access. A septic tank and drainage field large enough for a single Bathroom and wash sink will be engineered and installed.
- Electrical Power is the only utility required for this project. The applicant will be seeking approval for a 200amp meter base.
- The applicant will need building permits for the studio structure and permits from the County Health Department for the septic system. The soil will need to be tested for drainage field compatibility. If the soil will not perk, an engineered system will need to be designed and approved.

Approval Standards:

1. The Special Use Permit is requested under the Miscellaneous Artisan Manufacturing Use Permit.
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. This project will make minimal changes to the property clearing just enough land for the driveway and the studio building. There will be no signage and the studio will have an 80' set back making it invisible from the road.
3. The proposed use will not constitute a nuisance or hazard. The design of the project is meant to make minimal impact on the property. It will produce little to no waste and all noise will be contained within the structure.
4. The requested use will conform with the Pender County Land Use Plan for Miscellaneous Artisan Manufacturing Use Permit
5. Applicant will make provisions for access drive drainage, sanitation or other necessary facilities.
6. As the Applicant will be the only person regularly using the property traffic congestion will not be an issue.
7. Applicant will conform to the applicable regulations of the district in which the project is located.
8. The Art Studio structure will be located in such a way that there a 50' or larger wooded set backs so there will be no adverse effects to surrounding properties.

This Special Use Permit is for the construction of an artist's studio. I am art instructor at Cape Fear Community College and the Chair of the Visual Arts Program. The creation of artwork is not my primary source of income. However, as an art instructor, I am expected to continue in my artistic practice. This facility will allow to set up a professional quality studio space for that purpose. This practice will have very little impact on the property and in fact I intend to be a good steward of the land. This property was previously a tree farm that had been clear cut in 2012. Since then the forest has grown back. I plan to foster this growth as the forest moves from its early growth of pine trees to hardwoods. I plan to be a good neighbor to nearby residents and hope to involve myself in the arts and cultural community of Pender County. Examples of the type of artwork I create can be found on my website at: rickconn.net

I thank you for your consideration of this Special Use Permit and look forward to being a member of the Pender County Community.

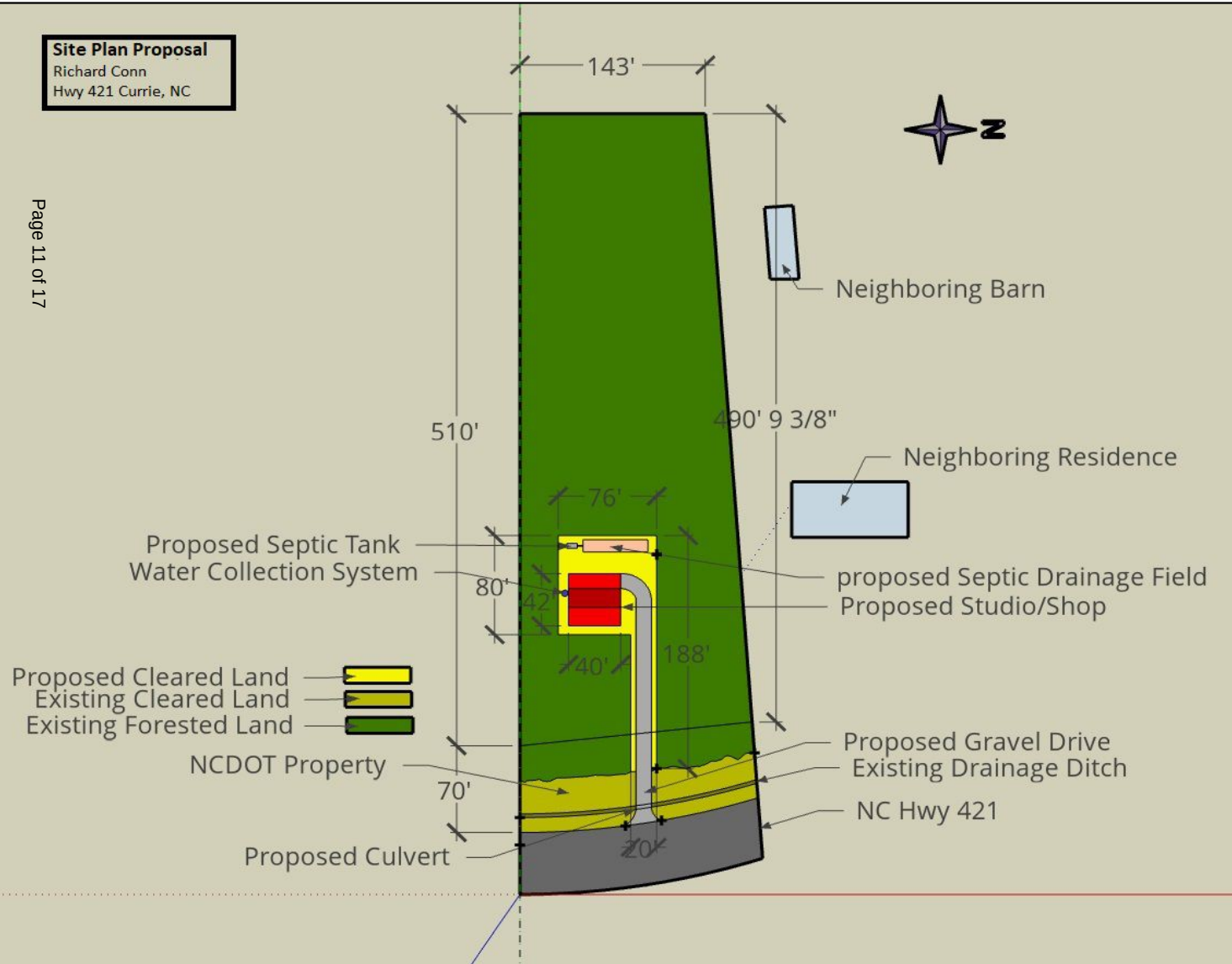
Respectfully Submitted

Richard Conn
Program Chair, Visual Arts
Cape Fear Community College
Wilmington NC

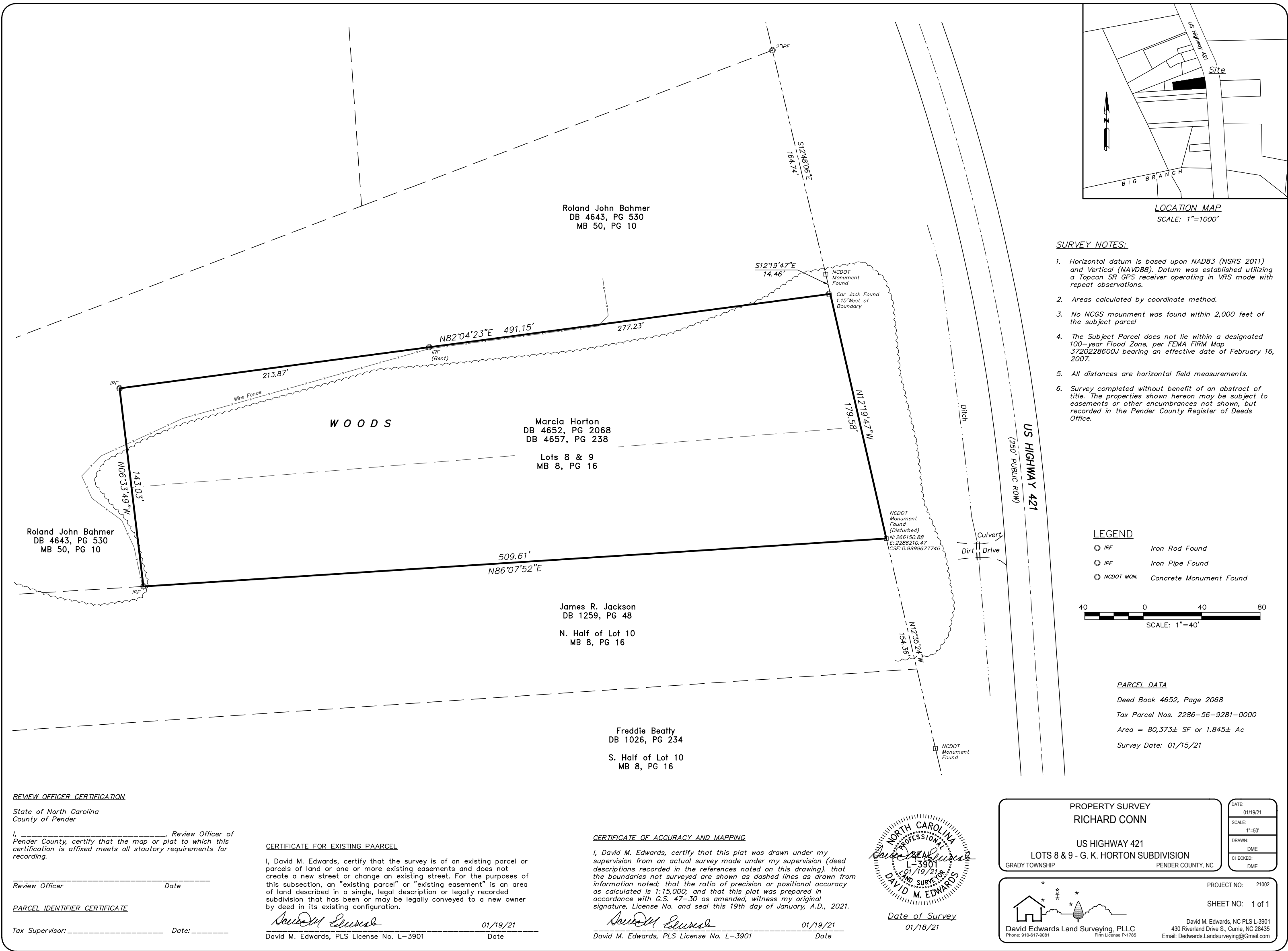
Site Plan Proposal

Richard Conn
Hwy 421 Currie, NC

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- 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:	April 19, 2021
REQUESTED BY:	Travis Henley, Director, Planning & Community Development
SHORT TITLE:	Resolution Requesting Approval of a Special Use Permit for the construction and operation of an Artisan Manufacturing Personal Art Studio.
BACKGROUND:	Richard Conn, applicant and owner, is requesting approval of a Special Use Permit for the construction and operation of a personal art studio, classified under 'Artisan Manufacturing' within the Pender County Unified Development Ordinance. There is one (1) tract totaling approximately 2.2 acres associated with this request. The subject property is located on the western side of US HWY 421, approximately 0.5 miles north of Fred White Road in the Grady Township and may be further identified by Pender County PIN 2286-56-9281-0000.
SPECIFIC ACTION REQUESTED:	To hold a public hearing and consider the approval of a Special Use Permit for the operation of an Artisan Manufacturing Personal Art Studio.

RESOLUTION

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

on April 19, 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

04/19/2021

George R. Brown, Chairman Date

04/19/2021

Clerk to the Board

Date



Pender County
Request for Board Action- tabled from
4/19/2021

TO: Board of County Commissioners
FROM: Chad McEwen
DATE: May 3, 2021
SUBJECT: Consideration of the sale of Surplus Property.

SUMMARY:

At the April 19th meeting, the Board tabled a decision on selling this property and asked that an assessment be done of the condition of the structure. Per the enclosed information, the structure has only salvage value but would require demolition. The recommendation is to accept the offer received for the property.

The Managers office has recently received a bid offer on the following properties:

Parcel ID: 2293-40-3441-0000 (156 Sinai Drive, Currie) - An offer was submitted on March 19, 2021 for \$16,500.00 by Fausto Joel Reyes. According to the Deed, Pender County acquired the property in 2016 because of unpaid taxes. Staff has followed up with the ProTax and verified that Pender County was the highest bidder (no bids were received at auction) in the amount of \$7,290.08. Per the Pender County GIS, the property has a tax value of \$59,193.00 (\$16,005-Land and \$43,134-Dwelling). Mr. Reyes states that the dwelling is in poor shape and will need to be gutted. The Offer, Property Map and Deed are attached for the Board's review.

Parcel ID: 2295-60-8304-0000 (5 acres off of Larkins Drive, Rocky Point) - An offer was submitted on March 26, 2021 for \$5,300 by Karen Stith. According to the Deed, Pender County acquired the property in 1970 because of unpaid taxes in the amount of \$269.65. Per the Pender County GIS, the property has a tax value of \$5,250.00. The Offer, Property Map and Deed are attached for the Board's review.

ACTION REQUESTED:

Consider approving the sale of Parcel 2293-40-3441-0000 and Parcel 2295-60-8304-0000 as described.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My name is fausto joel reyes
With international properties & investment LLC
893 highlands drive hampstead nc 28443
Cellphone 9103677508
Email joelryes2@icloud.com

Im interested to buy the property located at,
156 Sinai Rd Currie nc 28435,
I offer to pay \$16,500 as a land value
Basically is no value in the building because is in unlivable condiciones, roof is about colapse, no a/c or heater, immense pile trash al round an inside, siding and windows need to replace
The building can be restored but need to invest lot of money!!
Please let me know if this offer can be accepte and move forward

Sent from my iPhone

Doc No: 20016122
Recorded: 10/14/2016 03:06:08 PM
Fee Amt: \$26.00 Page 1 of 2
Excise Tax: \$15.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4630 PG 1513 - 1514 (2)

Excise Tax \$15.00	Return after recording to →	Pender County
	Prepared by	Post Box 5
Parcel ID # 2293-40-3441-0000	Richard T. Rodgers, Jr. ✓	Burgaw, NC 28425

BRIEF DESCRIPTION FOR INDEX →

STATE OF NORTH CAROLINA	DATE	COMMISSIONER'S DEED
COUNTY OF PENDER	10/14/2016	
Richard T. Rodgers, Jr., Commissioner Sherman & Rodgers, PLLC PO Box 250 Burgaw, NC 28425	Pender County Post Box 5 Burgaw, NC 28425	
“Grantor”	“Grantee”	

Enter in appropriate block for each Grantor and Grantee: title vesting name, mailing address, and, if appropriate, character of entity, (e.g., corporation, partnership, trust, unincorporated association, etc.)

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

WITNESSETH

That whereas, Richard T. Rodgers, Jr. was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding entitled Pender County et. al. v. Laura F. Manning et. al. filed at 15-CVS-813 with the Pender County Clerk of Superior Court; and Richard T. Rodgers, Jr. was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas, Richard T. Rodgers, Jr., commissioner, did on 08/19/2016, offer the land hereinafter described at a public sale at the Pender County Courthouse door, and Pender County became the last and highest bidder for said land in the amount shown on the Report of Sale or final Upset Bid reflected in the above-referenced Court File; and the sale having been confirmed, and Richard T. Rodgers, Jr., commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

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

2

Located a short distance East of U.S. Highway #421 and being more fully described as follows, to-wit:
BEGINNING at an iron pipe that marks the Southern dividing corner between Lot #20 and Lot #21, of the Sinai Valley Subdivision as shown on a map of same duly recorded in Map book 20, Page 49 of the Pender County Registry; and running thence, from the Beginning, so located, with the dividing line between said lot #20 and Lot #21 North 11 deg. 22' 46" West 178.7 feet to an iron pipe in the Southern edge of a 30 foot wide roadway; thence with a curved line as it curves to the left with a radius of 35 feet a cord course and distance of North 70 deg. 13' 11" East 65.95 feet to an in pipe that marks the dividing corner between Lot #11 and Lot #21 of said subdivision; thence North 51 deg. 06' 29" East 182.31 feet to an iron pipe in line; thence, South 28 deg. 28' 05" West 354.19 feet to the Beginning, containing 0.39 acres, more or less and being a portion of Lot #21 of the Sinai Valley Subdivision as shown on a map of same duly recorded in Map Book 20, Page 49 of the Pender County Registry.

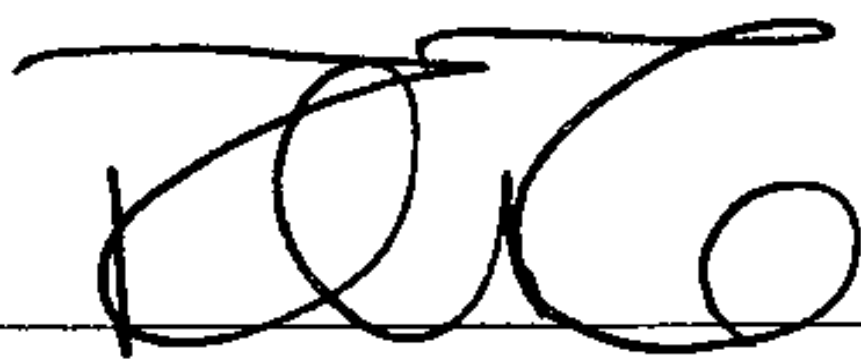
Parcel ID: 2293-40-3441-0000

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

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

(Entity Name)

USE BLACK INK ONLY



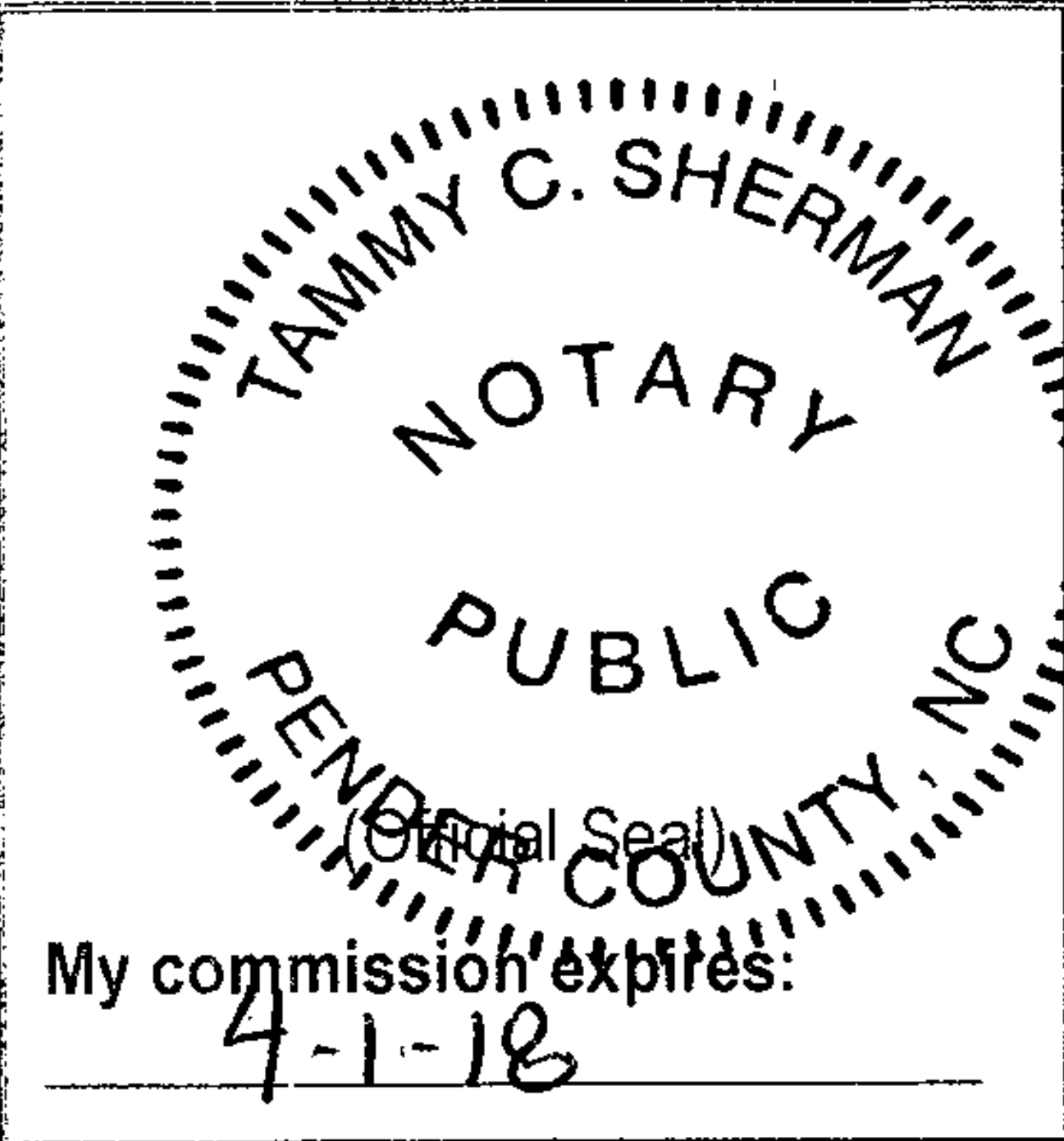
(Seal)

Richard T. Rodgers, Jr., Commissioner

By: _____
Title

By: _____
Title

(Seal)



STATE OF NORTH CAROLINA, PENDER COUNTY

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

Richard T. Rodgers, Jr., Commissioner

↓↓ Official Signature of Notary ↓↓

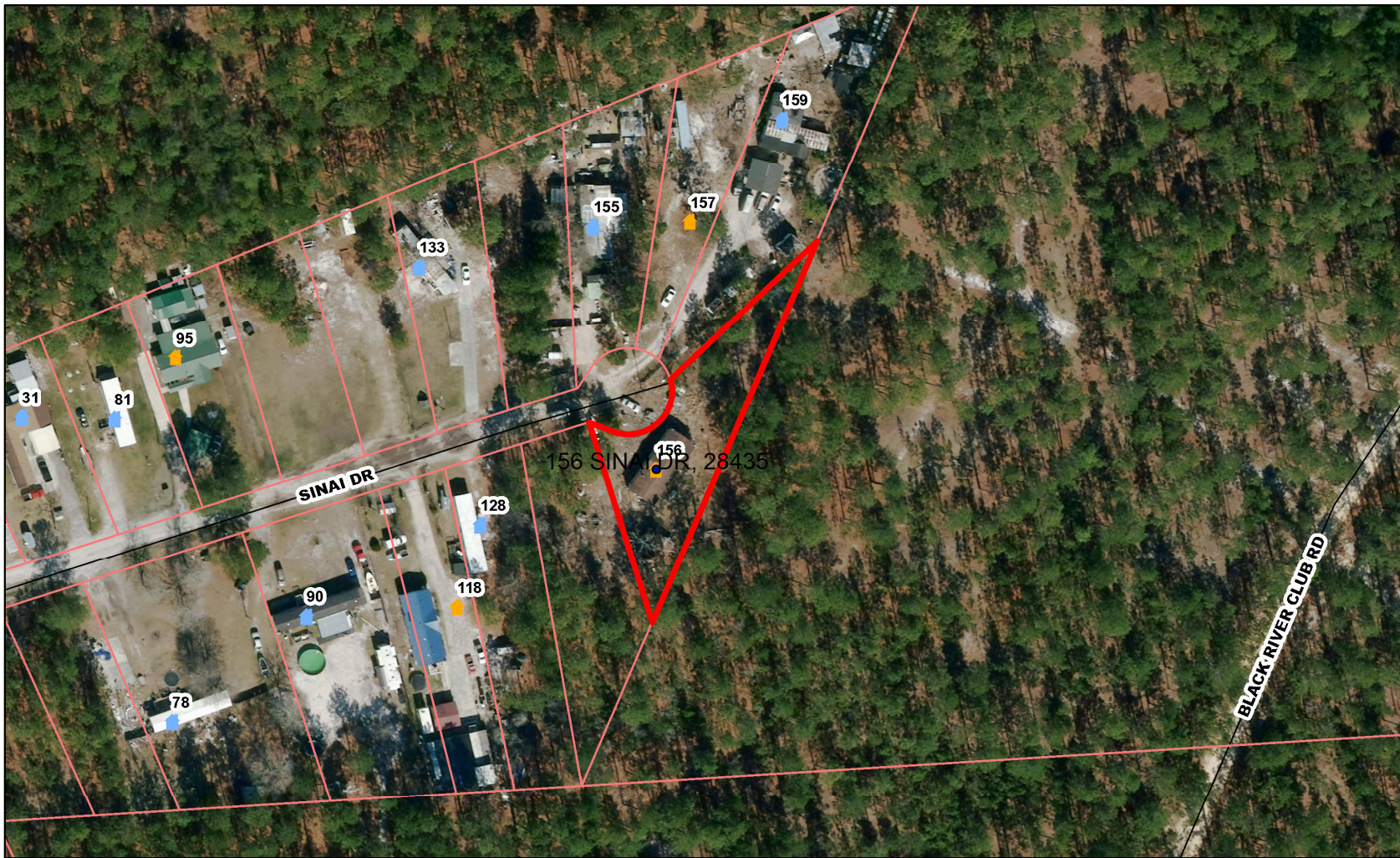


Tammy C. Sherman

← Printed (or typed) Name of Notary

10-14-16

Date:



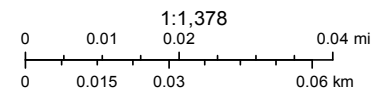
PIN: 2293-40-3441-0000
 Owner: PENDER CNTY
 PO BOX 5
 BURGAW, NC 28425
 Deed Ref: 4630/1513

Property
 Address: 156 SINAI DR
 Description: L 21 SINAI VALLEY SUBD

Sale Price: \$7,500
 Sale Date: LAST_SALE_DATE
 Plat: 00200049
 Account No: 972798
 Township: GRADY
 Subdivision: SINAI VALLEY SUBDIVISION
 Tax Codes: G01 F25 R40 S64

Acres: 0
 Land Value: \$16,005
 Building Value: \$43,134
 Total value: \$59,139
 Deferred Value: \$0
 Exempt Amount: 59139
 PCL Class: EX-1
 Heated Sq Feet: 1440

Pender County



1 inch = 115 feet

March 26, 2021



Hi Melissa,

We spoke a little earlier. I wish to put in a bid for the property with the parcel # 2295-60-8304-0000

- All contact information for the bidder (name, phone number, mailing address)
 - Karen Stith et als, 919-720-2993, 1004 Jackson's Ridge Ct, Wilmington, NC 28411
- Property information (Parcel Number | Address)
 - # 2295-60-8304-0000; Long Creek Loop Rd, off S/S Road 1406
- Amount of Bid – We wish to place bid of \$5300

Please let me know if you have any other questions or if I need to provide additional information

356 429-356

NORTH CAROLINA
PENDER COUNTY

THIS DEED, made this the 17 day of July, 1970
by Commissioner, pursuant to a judgment of the Superior Court of Pender County in an action
entitled Pender County vs. Heirs of Luther Lewis; Maggie Lewis Evans; B. G.
Green and wife, Viola Green, and all unknown persons
party of the first part, to Pender County, a municipal corporation

Pender County, North Carolina, party of the second part,

WITNESSETH: That whereas, the said H. L. Webb, Commissioner,
being empowered and directed by a judgment in the said action, did, on the 6 day of
July, 1970, after due advertisement according to law, and as directed
by said Judgment, expose the land hereinafter described to public sale, at the Courthouse door,
of Pender County, where and when the said Pender County became
the last and highest bidder for said land in the sum of \$269.65; and whereas, more
than 10 days elapsed after said sale and the report thereof to the Court without any/or ad-
vanced or upset bid being offered and without any exceptions being filed, and the said sale
was then confirmed, and the said H. L. Webb, Commissioner, as
aforesaid, was ordered by the judgment of the said Court to execute a deed in fee simple to said
purchaser upon payment of said purchase money; and whereas, the said purchase money has
been paid in full:

Now, in consideration of the premises, the said H. L. Webb,
Commissioner, as aforesaid, doth hereby bargain, sell, and convey to the said
Pender County that certain parcel or lot of land situated
in Long Creek Township, Pender County, North Carolina, and more par-
ticularly described as follows:

Adjoining G. H. Bryant and wife, Mary Bryant, and Codjo Larkins.
BEGINNING at a stake in E. R. Brink's line; thence South 20 $\frac{1}{2}$ East
with said line 37 Poles to a stake; thence South 76 West 28 Poles
to a stake; thence North 10 East 36 Poles to a stake; thence North
76 East to the Beginning, containing 5 acres, more or less.

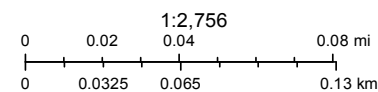


PIN: 2295-60-8304-0000
 Owner: PENDER COUNTY
 P O BOX 366
 BURGAW, NC 28425
 Deed Ref: 429/356
 Property
 Address:
 Description: OFF S/S RD 1406

Sale Price:
 Sale Date: LAST_SALE_DATE
 Plat: NOPLAT
 Account No: 590294
 Township: LONG CREEK
 Subdivision:
 Tax Codes: G01 F25 R40

Acres: 5
 Land Value: \$5,250
 Building Value: \$0
 Total value: \$5,250
 Deferred Value: \$0
 Exempt Amount: 5250
 PCL Class: EX-1
 Heated Sq Feet:

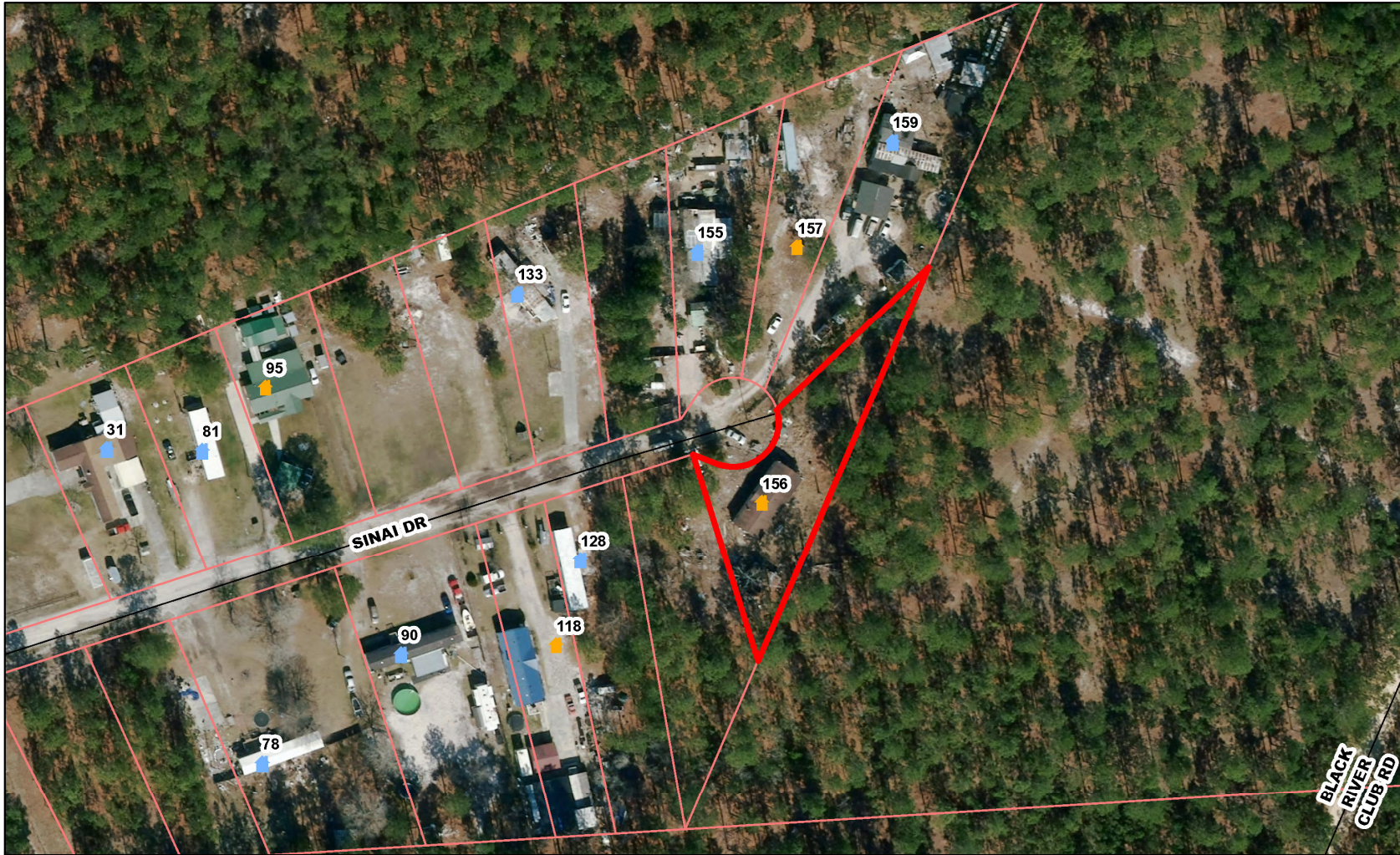
Pender County



1 inch = 230 feet

March 26, 2021



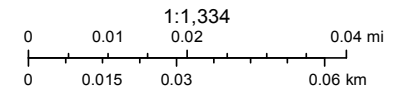


PIN: 2293-40-3441-0000
 Owner: PENDER CNTY
 PO BOX 5
 BURGAW, NC 28425
 Deed Ref: 4630/1513
 Property
 Address: 156 SINAI DR
 Description: L 21 SINAI VALLEY SUBD

Sale Price: \$7,500
 Sale Date: LAST_SALE_DATE
 Plat: 00200049
 Account No: 972798
 Township: GRADY
 Subdivision: SINAI VALLEY SUBDIVISION
 Tax Codes: G01 F25 R40 S64

Acres: 0
 Land Value: \$16,005
 Building Value: \$43,134
 Total value: \$59,139
 Deferred Value: \$0
 Exempt Amount: 59139
 PCL Class: EX-1
 Heated Sq Feet: 1440

Pender County



1 inch = 111 feet

April 20, 2021







Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Kenneth Keel
DATE: May 3, 2021
SUBJECT: Approve Purchase Order for Emergency Bypass Pump from Xylem
Dewatering Solutions for \$40,926.40

SUMMARY:

A trailer-mounted bypass pump is needed by PCU for sewage lift station emergency repairs and for dewatering of excavations during pipeline emergency repairs. This unit will enable quicker emergency response by PCU staff by having the equipment on-hand. Previous need for this equipment had to be met by either renting equipment or having a contractor provide the service and/or equipment, which both add time and expense to an emergency response.

This item was specifically included in the FY21 budget and funds are available for purchase in account 072-407400. Purchase price is \$40,276.40 plus \$650 freight for a total of \$40,926.40.

ACTION REQUESTED:

Approve Purchase Order for Emergency Bypass Pump from Xylem Dewatering Solutions for \$40,926.40

ATTACHMENTS:

Quotes from Godwin (Xylem), James River Equipment (2 quotes), and Tencarva Municipal
Data sheet on actual equipment to be purchased

January 3, 2020



Xylem Dewatering Solutions
4113 US 421 Highway, Wilmington, NC 28401
(910)383-1106

Attention James Proctor,

Xylem Dewatering Solutions, Inc. is pleased to provide you with the following sale quotation for the 4" Godwin CD100S Critically Silenced Diesel Driven Pump Set.

Godwin Model CD100S

Engine Yanmar 3TNV88F Final Tier 4 Diesel Engine
Prime Guard II Control Panel
Series 6 Trailer with 80 Gallon Fuel Tank
Prime Guard Automatic Floats

Total-\$40,276.40

Freight-\$650.00

Delivery 6-8 Weeks after receipt of order

*Taxes not included on this quotation if applies

Thank you for your continued interest in Xylem Dewatering Solutions products and the services that we provide. If we can provide any additional information/assistance, please do not hesitate to call us at our Wilmington, NC office @ (910)383-1106.

Shawn Powell
Sales Representative
Xylem Dewatering Solutions Inc.
4113 US 421 Highway
Wilmington, NC 28401
Cell: 919.656.6297
O: 910-383-1106 F: 910-383-1108
shawn.powell@xyleminc.com
www.godwinpumps.com





JAMES RIVER EQUIPMENT, LLC
113 Crowatan Rd Castle Hayne, NC 28492
TELEPHONE: (910)-675-9211

CUSTOMER ACCOUNT # N/A INVOICE # QUOTE
Account Manager Loc: 20 DATE July 15, 2020

SOLD TO:
QUOTE FOR PENDER COUNTY UTILITIES

SHIP TO:
SAME AS SOLD TO

Receipt of the below - described merchandise at the prices specified has been acknowledged. In the event the same is not fully paid upon receipt, a monthly FINANCE CHARGE at the RATE of 1 1/2% which is an ANNUAL RATE of 18% will be charged.

TAG#	DESCRIPTION	S/N		PRICE
N/A	SW100/YANMAR POWERED			52,250.00
	2 YR/2K HOUR WTY	INCLUDED		0.00
	FREIGHT/DELIVERY	FREE		0.00

TRADE IN:	MANUFACTURER	MODEL	SERIAL NO.	TAG NO.	PRICE

DESCRIPTION

COUNTY:PENDER

TAX RATE:EXEMPT

SIGNATURE :

PRODUCT TOTAL	
LESS TRADE-IN	\$ -
LESS RENTAL APPLIED	\$ -
PLUS INTEREST	\$ -
SALES TAX	
DOCUMENTATION FEES	
OTHER	\$ -
SUB-TOTAL	\$ -
CASH RECEIVED	\$ -
AMOUNT FINANCED	\$ -
LEASE AMOUNT	\$ -
BALANCE DUE	\$ 52,250.00



JAMES RIVER EQUIPMENT, LLC
113 Crowatan Rd Castle Hayne, NC 28492
TELEPHONE: (910)-675-9211

CUSTOMER ACCOUNT # N/A INVOICE # QUOTE
Account Manager Loc: 20 DATE July 15, 2020

SOLD TO:
QUOTE FOR PENDER COUNTY UTILITIES

SHIP TO:
SAME AS SOLD TO

Receipt of the below - described merchandise at the prices specified has been acknowledged. In the event the same is not fully paid upon receipt, a monthly FINANCE CHARGE at the RATE of 1 1/2% which is an ANNUAL RATE of 18% will be charged.

TAG#	DESCRIPTION	S/N		PRICE
N/A	SW100/JD POWERED			58,515.00
	5 YR/5K HOUR EXT WRTY	INCLUDED		0.00
	FREIGHT/DELIVERY	FREE		0.00

TRADE IN:	MANUFACTURER	MODEL	SERIAL NO.	TAG NO.	PRICE

DESCRIPTION

COUNTY:PENDER

TAX RATE:EXEMPT

SIGNATURE :

PRODUCT TOTAL	
LESS TRADE-IN	\$ -
LESS RENTAL APPLIED	\$ -
PLUS INTEREST	\$ -
SALES TAX	
DOCUMENTATION FEES	
OTHER	\$ -
SUB-TOTAL	\$ -
CASH RECEIVED	\$ -
AMOUNT FINANCED	\$ -
LEASE AMOUNT	\$ -
BALANCE DUE	\$ 58,515.00

Kenneth Keel

From: James R. Proctor
Sent: Monday, April 12, 2021 9:40 AM
To: Kenneth Keel
Subject: FW: [External]GR 4" Bypass Pump
Attachments: GR PA60-4045 FT4-ESP.pdf

Categories: Important

From: James R. Proctor
Sent: Friday, January 3, 2020 2:58 PM
To: Kenneth Keel <kkeel@pendercountync.gov>
Cc: Anthony Colon <acoln@pendercountync.gov>
Subject: FW: [External]GR 4" Bypass Pump

FYI

From: Frank Lucius <flucius@tencarva.com>
Sent: Friday, January 3, 2020 12:45 PM
To: James R. Proctor <jproctor@pendercountync.gov>
Subject: [External]GR 4" Bypass Pump

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

James,
The attached pump with a highway trailer, dual float control and battery would sell for \$74,249.00.
This pump is prime assisted, so you would not need to prime the pump before using.
Please review the attached pump data sheets and let me know if this will work for you.

Thanks,

Frank Lucius
Sales Engineer
Tencarva Municipal:

A Division of Tencarva Machinery Company
1115 Pleasant Ridge Road
Greensboro, NC 27409
Office: (336) 665-0250 x1062
Fax: (336) 665-0303
Cell: (336) 312-3266

flucius@tencarva.com



www.tencarva.com

Godwin CD100S Dri-Prime® Pump



The Godwin CD100S Dri-Prime pump is a versatile, general purpose dewatering pump designed for use in the industry's most challenging construction, municipal, industrial and emergency response applications. This rugged pump is ideally suited for tough dewatering jobs, and is the reliable choice for rental solutions.

The CD100S is a member of the Godwin S Series of Smart pumps, equipped with a new generation of Field Smart Technology (FST) for remote monitoring and control. In addition to improved hydraulic efficiency, greater fuel economy, and streamlined serviceability, the CD impeller is interchangeable with a Flygt N-Technology non-clog impeller, providing the flexibility to tackle stringy, modern wastewater applications with the same pump.

Specifications

Suction connection	4 in (100 mm) flange
Delivery connection	4 in (100 mm) flange
Max capacity	1,079 USGPM † (245 m³/hr)
Max impeller diameter	10.0 in
Max solids handling	1 ¾ in (45 mm)
Max operating temp	176 °F * (80 °C)
Max working pressure	68 psi (4.7 bar)
Max suction pressure	58 psi (4.0 bar)
Max casing pressure	103 psi (7.1 bar)
Max operating speed	2200 rpm

* Please contact our office for applications in excess of 176°F (80 °C).
† Larger diameter pipes may be required for maximum flows.

Features and benefits

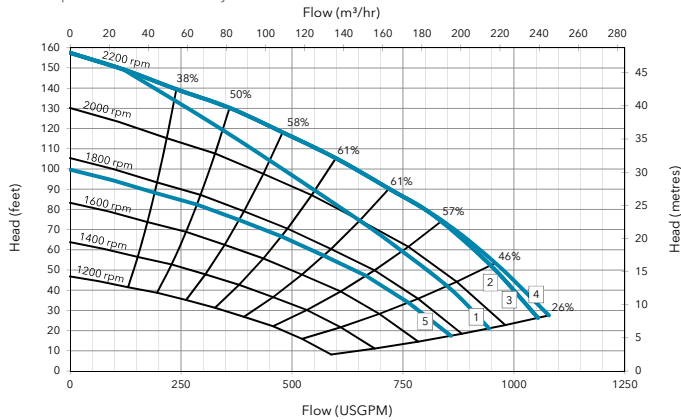
- Interchangeable impellers to tackle a full range of solids handling applications.
- Field Smart Technology (FST) allows the user to monitor & control the pump from anywhere in the world.
- New compressor belt tensioner reduces time to change and adjust belt to approximately 30 minutes.
- New sight glass and measuring stick added to monitor level and quality of mechanical seal oil.
- Improved hydraulic design reduces vibration, maximizes efficiency and fuel economy.
- Fully automatic priming from dry to 28 feet (8.5 meters).
- Venturi priming requires no adjustment or control.
- Available as open set or Sound Attenuated Enclosure.
- Standard build engine 3TNV88F (EPA Final Tier 4).
- Other engine options available.
- Optional environmentally friendly skid base contains all fluid spills.

godwin 
a xylem brand

Godwin CD100S Dri-Prime® Pump

Performance curve

Pump curve is based on 0 ft dynamic suction lift.



Suction lift table 1800 rpm

Performance data provided in tables is based on water tests at sea level and 68°F ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.

Total suction Head (feet)	Total Delivery Head (feet)				
	13	26	39	52	66
Output (USGPM)					
10	623	574	509	427	328
15	623	558	476	377	262
20	591	525	443	344	230
25	574	492	410	295	164



Open trailer

Fuel capacity 30 US Gal (114 Liters)

Weight dry 1,930 lb (875 kg)

Weight wet 2,150 lb (975 kg)

Dimensions L 102 in x W 54 in x H 70 in

(L 2,591 mm x W 1,372 mm x H 1,778 mm)

Information provided above is based on the Yanmar 3TNV88F.

Sound attenuated enclosure

Noise @ 23 ft (7 m) 67 db(A)

Fuel capacity 80 US Gal (303 Liters)

Weight dry 2,670 lb (1,211 kg)

Weight wet 3,250 lb (1,474 kg)

Dimensions L 82 in x W 47 in x H 65 in

(L 2,083 mm x W 1,194 mm x H 1,651 mm)

Information provided above is based on the Yanmar 3TNV88F.

Materials

Pump casing	Cast Iron BS EN 1561/EN-JL1030
Wearplates	Cast Iron BS EN 1561/EN-JL1030
Pump shaft	Carbon steel BS970:1991 817M40T
Impeller	Cast Steel BS3100 A5 Hardness to 200 HB Brinell
Mechanical seal faces	Silicon carbide Vs Silicon carbide

Driver

Power Energy Use Emissions 1800 RPM Rating

1	Yanmar 3TNV88F	24 HP	1.0 US Gal/hr	EPA FT4
2	Yanmar 3TNV88C	35 HP	1.2 US Gal/hr	EPA FT4
3	Yanmar 3TNV88BDSA	36 HP	1.2 US Gal/hr	EPA iT4
4	Caterpillar C1.5T	40 HP	1.5 US Gal/hr	EPA iT4
5	Electric motor	20 HP	24.1 A	

Please contact the factory or office for further details. A typical picture of the pump is shown.

All information is approximate and for general guidance only. Consult the factory for other driver options.

xylem
Let's Solve Water

www.xylem.com/godwin

Page 7 of 7

Specifications and illustrations are subject to revision without notice. Xylem makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use.

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Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Ben Valdez
DATE: May 3, 2021
SUBJECT: Penderlea Gym & Auditorium Roof Coatings

SUMMARY:

The Penderlea gym and auditorium roofs are in need of roof coatings as part of the normal maintenance cycle. This will help to prevent roof deterioration and leaks.

Three contractors were solicited for quotes: DL Jordan, JBM Contractors, and Excel Roofing. The lowest bidder was DL Jordan in the total amount of \$26,584.00 for both the gym and auditorium. This project was budgeted.

ACTION REQUESTED:

Approval of a Purchase Order to DL Jordan in the amount of \$26,584.00 for the coating of the Penderlea gym and auditorium roofs with Fibered Aluminum Roof coating



Mail: P O Box 1, Burgaw, NC 28425 Office: 1207 Van Eden Road, Watha, NC 28478
 URL: www.dljordancompany.com Email: officemail@dljordancompany.com

Date of Proposal:	March 29, 2021	(supersedes all previous versions)
Customer's Name:	Pender County Gov.	
Mailing Address:	P O Box 5, Burgaw, NC 28425	
Phone numbers:	910-386-2605, 910-259-0225	
Email Address:	avann@pendercountync.gov	
Job site address:	220 C R Dillard Rd, Willard, NC 28478	
Basic Job Scope:	A) Coating with Fibered Aluminum Roof Coating (old Penderlea School auditorium)	

Proposed work to include the following:

1. Inspecting the existing roof for rusted, rotten, or damaged areas.
2. Brushing off the existing roof, to minimize any existing loose roof coating particles prior to new coating application.
3. Applying fibered aluminum roof coating on entire existing roof, being one coating layer, color being silver/aluminum, as necessary to job. This proposal includes the main building structure and all Attached extensions off of the main building. No detached bldgs are included.
4. Disposing of all job-related debris, to the best of our ability.

NOTE: The Warranty for this product is an "after-application" warranty. This means that we will purchase the product, send in post-application data to the manufacturer, and the Warranty is processed and returned to us, which we then forward to you. This should take approximately a week. Once in place, the applied product usually lasts 5-7 years, and in some cases, up to 10.

PROPOSAL TOTAL \$13,292.00 (for all Labor and Materials as given above, and only for work scope as presented herein)

THIS PROPOSAL IS DESIGNED FOR THE SOLE USE AND PURPOSE OF D L JORDAN, AND DLJ HOLDS NO LEGAL OR FINANCIAL OBLIGATIONS TO THIS CONTRACT OR TO THE CUSTOMER, THEIR HEIRS OR ASSIGNS, IF FOR ANY REASON WE DO NOT PERFORM THE SERVICES LISTED HEREIN. WE MAY CANCEL ANY TIME PRIOR TO STARTING WORK. TERMS TO BE AS FOLLOWS, as applicable:

- ALL INVOICES ARE DUE UPON RECEIPT. WE ACCEPT CASH, CHECKS, CREDIT/DEBIT CARDS. CHECKS SHOULD BE MADE PAYABLE TO D L JORDAN.
- Work will be scheduled upon receipt of all of the following: A. original signed & dated proposal/contract, B. deposit equal to 50% of total amount above, C. material choices (type and color), and D) governing authority approval, if applicable, unless otherwise stated herein.
- We reserve the right to request and receive deposits prior to beginning work on any project. Deposits must be equal to or greater than 50% of the total signed contract amount.
- Customer agrees to allow DLJ yard sign to remain on the property, at road traffic view, for a minimum of 30 days from date of work completion; customer may leave sign up longer at their discretion, or return to us.
- The remaining balance on the contract shall be due upon completion of work, or upon receipt of invoice. Invoices may be mailed, emailed, or hand-delivered to the customer.
- Customer will be notified prior to start date, with as much notice as possible, based on the then-current progress of our work load. Failure of DLJ to provide prior notice to customer shall in no way effect the validity of this contract or our schedule to perform this work.
- DLJ work schedules are subject to weather and/or unforeseen delays that are beyond our control. Delays and/or schedule changes by our office shall not warrant contract cancellation by customer or any other contract adjustments.
- DLJ shall endeavor to start work within a reasonable time-window, but shall in no way be held liable for any issues that result in earlier start dates, delays or postponements.
- DLJ only schedules our own work and shall not be held liable for coordinating with the customer's schedule or with other trades contracted by the customer related to the same property.
- All work will be performed in a workmanlike manner according to our standard practice. The work we provide shall include only the items as listed above.
- The number of roofing layers may have been undetermined at time of estimate. Should it be discovered later that there is more than one layer of roofing currently on this house, we reserve the right to adjust this price to reflect the additional costs associated with removal of multiple layers. Removal of multiple layers effects labor time/costs and disposal costs. Any revision will supersede all previous versions. Thank you for understanding. This proposal only includes the house roof itself.
- All work performed, whether required or requested during the course of the project, and not included in the above estimate, shall be considered

Page 1 of 2

additional work and shall incur an additional cost over and above this proposal, with payment being due upon completion or upon receipt of invoice for that specific work. Customer further understands that any changes made during the course of the project shall be an additional work order, and may require schedule adjustment and/or additional cost. —Some tree limbs may be trimmed to allow clear access to the work areas, if necessary, and at our discretion. Customer agrees to dispose of all related debris. Additional charges may apply.

-This proposal does not include repairing rotten or damaged areas (which may be unknown until existing roofing materials are removed), unless otherwise stated herein.

-Upon discovery of any damage, repair will be made, as necessary, in order to continue the scheduled work. DLJ reserves the right to make such necessary repairs without notifying customer, as work must continue to completion.

-Existing power fans and attic vents may be replaced with ridge vent, at our discretion if deemed preferable for best ventilation for the structure, unless otherwise stated herein. Should this occur, the customer must arrange for the electrical connection of any attic fans installed by DLJ, as applicable.

-DLJ will remove and set on the ground any satellite dish (or any other accessory items) currently installed on the roof. We will not re-install them on the roof. Customer is physically and financially responsible for contacting their service provider (as applicable) to schedule ground-post or other installation that does not involve the roof or adjacent area to the roof. Any penetrations through our roofing material by other trades/workers shall void our warranty.

-DLJ shall be held harmless to any issues with our roof installation in regards to any structural defects in the building on which the roof is installed. We are only installing roofing material.

-This proposal includes only the roofing materials specifically listed herein, as installed by DLJC, and does not cover any existing materials that may lie under the specific roofing materials that we install for this particular project.

-This proposal does not include work on any other structures on the property (such as unattached additions to main house, pump houses, outbuildings, sheds, etc), unless otherwise stated herein.

-All associated materials as outlined above and/or delivered to jobsite shall be the sole property of DLJ. We reserve the right to substitute equivalent product if requested product is unavailable at time of ordering. Color choice will be best available match to chosen color; however, manufacturer and/or color name may change. Customer is bound by their color choice and DLJ shall not be held liable if customer is dissatisfied with the chosen color at any stage of this project. Additionally, customer agrees to compensate DLJ for any restocking and/or rescheduling costs if materials are changed due to such dissatisfaction. DLJ shall hold no liability for discoloration/appearance of materials, nor hold liability for any defect in any products purchased from outside material suppliers, as they are bound by their respective warranties. Aesthetics (appearance) and/or dissatisfaction with the chosen color have no bearing on the quality of the product or workmanship. and shall not relieve customer of paying DLJ as per contract. By proposal acceptance below, customer permits DLJ to use pictures from their jobsite to promote DLJ business.

-This proposal shall become void 20 days from date above if not accepted and signed by customer, after which time we reserve the right to revise this proposal as necessary, and at our discretion. This restriction is based on possible material cost increases that may become effective after this proposal is provided to the customer.

-ALL WORK WILL CEASE FOR ANY OF THE FOLLOWING ISSUES, AT THE REASONABLE DISCRETION OF DLJ: a. Scheduled payments not received as agreed; b. Invoices for additional work not paid when due; c. Conflicts on or off jobsite regarding contracted work; or d. on any other grounds not listed herein, at our discretion. DLJ shall hold no responsibilities or obligations to surrender any previously received payments upon any breach. Prior payments received shall be held as non-refundable time compensation.

-DLJ shall be held harmless to any errors herein and reserves the right to alter/correct/omit any details by final revision, the same which shall supersede any and all prior versions.

-RIGHT OF REFUSAL: We reserve the right to refuse any proposal that we prepare/offer/submit, at our discretion, for any reason, at any time from dated; or to revise or cancel any such proposal, at our discretion.

-INVOICES: All invoices are due upon receipt; furthermore, final invoices are due immediately upon completion of job. If payment due is not received within 10 days, there will be an initial late fee of 1.5% of the full balance.

A recurring monthly late charge of 1.5% will be added to all past due amounts from that initial 10th day, until all amounts due are paid in full, including all late fees. Legal action may begin at our discretion. Non-payment of any amounts due to DLJR shall void all warranties associated with our work.

PROPOSAL ACCEPTANCE— Upon signature below, I accept this proposal as written and understand that this is now a binding CONTRACT. I hereby authorize D L Jordan to schedule this work, and order or make materials necessary to complete the job as listed above. I agree to and shall abide by all aspects of this agreement as outlined above. I hereby accept full financial responsibility for the full amount of this contract, as well as any additional work that becomes necessary during the course of this work, and for all collection fees and/or legal fees associated with this contract, should such action become necessary. Also, as applicable, I have the approval and authority of my HOA (Home Owners Assoc), ARC (Arch Review Comm), or HPC (Historic Pres Comm), etc, to install the selected product on the structure(s) as listed herein (or if pending approval at time of signature below, I shall provide such documentation to D L Jordan at the earliest availability, with full understanding that no work will be scheduled or commenced until such time that D L Jordan has received the approval documents), and DLJ shall be held harmless to any issues regarding the HOA, ARC, HPC, and/or my chosen product for this project. Furthermore, I understand that I cannot cancel or make changes to this contract after signing below in acceptance. Should I still choose to cancel this contract for any reason, and materials have not been ordered or made for my job, I shall then be held legally and financially liable for a cancellation/restocking fee of 20% of the total job amount as listed above, which shall be due immediately upon cancellation of this contract. However, if materials for my job have been made and/or ordered as provided above, I agree to take possession of said materials in return for the deposit amount paid at contract signing, as DLJ cannot use materials specific to my job for another project. I further agree to remove said materials from DLJ property within 5 business days of cancellation date, as applicable. Any overage difference shall be refunded to me, and underage shall be paid to DLJ forthwith.

X

Signature and Printed Name (must be signed by a responsible person listed above)

COLOR CHOICE silver/aluminum roof coating

title

DLJ Representative:

Date signed

Date: / /



Mail: P O Box 1, Burgaw, NC 28425 Office: 1207 Van Eden Road, Watha, NC 28478
 URL: www.dljordancompany.com Email: officemail@dljordancompany.com

Date of Proposal:	March 29, 2021	(supersedes all previous versions)
Customer's Name:	Pender County Gov.	
Mailing Address:	P O Box 5, Burgaw, NC 28425	
Phone numbers:	910-386-2605, 910-259-0225	
Email Address:	avann@pendercountync.gov	
Job site address:	231 W R Robbins Rd, Willard, NC 28478	
Basic Job Scope:	B) Coating with Fibered Aluminum Roof Coating (old Penderlea School gym)	

Proposed work to include the following:

1. Inspecting the existing roof for rusted, rotten, or damaged areas.
2. Brushing off the existing roof, to minimize any existing loose roof coating particles prior to new coating application.
3. Applying fibered aluminum roof coating on entire existing roof, being one coating layer, color being silver/aluminum, as necessary to job. This proposal includes the main building structure and all Attached extensions off of the main building. No detached bldgs are included.
4. Disposing of all job-related debris, to the best of our ability.

NOTE: The Warranty for this product is an "after-application" warranty. This means that we will purchase the product, send in post-application data to the manufacturer, and the Warranty is processed and returned to us, which we then forward to you. This should take approximately a week. Once in place, the applied product usually lasts 5-7 years, and in some cases, up to 10.

PROPOSAL TOTAL \$13,292.00 (for all Labor and Materials as given above, and only for work scope as presented herein)

THIS PROPOSAL IS DESIGNED FOR THE SOLE USE AND PURPOSE OF D L JORDAN, AND DLJ HOLDS NO LEGAL OR FINANCIAL OBLIGATIONS TO THIS CONTRACT OR TO THE CUSTOMER, THEIR HEIRS OR ASSIGNS, IF FOR ANY REASON WE DO NOT PERFORM THE SERVICES LISTED HEREIN. WE MAY CANCEL ANY TIME PRIOR TO STARTING WORK. TERMS TO BE AS FOLLOWS, as applicable:

- ALL INVOICES ARE DUE UPON RECEIPT. WE ACCEPT CASH, CHECKS, CREDIT/DEBIT CARDS. CHECKS SHOULD BE MADE PAYABLE TO D L JORDAN.
- Work will be scheduled upon receipt of all of the following: A. original signed & dated proposal/contract, B. deposit equal to 50% of total amount above, C. material choices (type and color), and D) governing authority approval, if applicable, unless otherwise stated herein.
- We reserve the right to request and receive deposits prior to beginning work on any project. Deposits must be equal to or greater than 50% of the total signed contract amount.
- Customer agrees to allow DLJ yard sign to remain on the property, at road traffic view, for a minimum of 30 days from date of work completion; customer may leave sign up longer at their discretion, or return to us.
- The remaining balance on the contract shall be due upon completion of work, or upon receipt of invoice. Invoices may be mailed, emailed, or hand-delivered to the customer.
- Customer will be notified prior to start date, with as much notice as possible, based on the then-current progress of our work load. Failure of DLJ to provide prior notice to customer shall in no way effect the validity of this contract or our schedule to perform this work.
- DLJ work schedules are subject to weather and/or unforeseen delays that are beyond our control. Delays and/or schedule changes by our office shall not warrant contract cancellation by customer or any other contract adjustments.
- DLJ shall endeavor to start work within a reasonable time-window, but shall in no way be held liable for any issues that result in earlier start dates, delays or postponements.
- DLJ only schedules our own work and shall not be held liable for coordinating with the customer's schedule or with other trades contracted by the customer related to the same property.
- All work will be performed in a workmanlike manner according to our standard practice. The work we provide shall include only the items as listed above.
- The number of roofing layers may have been undetermined at time of estimate. Should it be discovered later that there is more than one layer of roofing currently on this house, we reserve the right to adjust this price to reflect the additional costs associated with removal of multiple layers. Removal of multiple layers effects labor time/costs and disposal costs. Any revision will supersede all previous versions. Thank you for understanding. This proposal only includes the house roof itself.
- All work performed, whether required or requested during the course of the project, and not included in the above estimate, shall be considered

Page 1 of 2

additional work and shall incur an additional cost over and above this proposal, with payment being due upon completion or upon receipt of invoice for that specific work. Customer further understands that any changes made during the course of the project shall be an additional work order, and may require schedule adjustment and/or additional cost. —Some tree limbs may be trimmed to allow clear access to the work areas, if necessary, and at our discretion. Customer agrees to dispose of all related debris. Additional charges may apply.

-This proposal does not include repairing rotten or damaged areas (which may be unknown until existing roofing materials are removed), unless otherwise stated herein.

-Upon discovery of any damage, repair will be made, as necessary, in order to continue the scheduled work. DLJ reserves the right to make such necessary repairs without notifying customer, as work must continue to completion.

-Existing power fans and attic vents may be replaced with ridge vent, at our discretion if deemed preferable for best ventilation for the structure, unless otherwise stated herein. Should this occur, the customer must arrange for the electrical connection of any attic fans installed by DLJ, as applicable.

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A recurring monthly late charge of 1.5% will be added to all past due amounts from that initial 10th day, until all amounts due are paid in full, including all late fees. Legal action may begin at our discretion. Non-payment of any amounts due to DLJR shall void all warranties associated with our work.

PROPOSAL ACCEPTANCE— Upon signature below, I accept this proposal as written and understand that this is now a binding CONTRACT. I hereby authorize D L Jordan to schedule this work, and order or make materials necessary to complete the job as listed above. I agree to and shall abide by all aspects of this agreement as outlined above. I hereby accept full financial responsibility for the full amount of this contract, as well as any additional work that becomes necessary during the course of this work, and for all collection fees and/or legal fees associated with this contract, should such action become necessary. Also, as applicable, I have the approval and authority of my HOA (Home Owners Assoc), ARC (Arch Review Comm), or HPC (Historic Pres Comm), etc, to install the selected product on the structure(s) as listed herein (or if pending approval at time of signature below, I shall provide such documentation to D L Jordan at the earliest availability, with full understanding that no work will be scheduled or commenced until such time that D L Jordan has received the approval documents), and DLJ shall be held harmless to any issues regarding the HOA, ARC, HPC, and/or my chosen product for this project. Furthermore, I understand that I cannot cancel or make changes to this contract after signing below in acceptance. Should I still choose to cancel this contract for any reason, and materials have not been ordered or made for my job, I shall then be held legally and financially liable for a cancellation/restocking fee of 20% of the total job amount as listed above, which shall be due immediately upon cancellation of this contract. However, if materials for my job have been made and/or ordered as provided above, I agree to take possession of said materials in return for the deposit amount paid at contract signing, as DLJ cannot use materials specific to my job for another project. I further agree to remove said materials from DLJ property within 5 business days of cancellation date, as applicable. Any overage difference shall be refunded to me, and underage shall be paid to DLJ forthwith.

X _____ title _____ Date signed _____
Signature and Printed Name (must be signed by a responsible person listed above)

COLOR CHOICE silver/aluminum roof coating DLJ Representative: _____ Date: ____/____/____

Page 2 of 2

Allen Vann

From: John Hutton <hutton.john@att.net>
Sent: Tuesday, April 13, 2021 8:57 AM
To: Allen Vann
Subject: [External]Quote: Penderlea old auditorium and gym roof coatings and brick repellant

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

4-13-2021

Allen, The roof quotes are based on Kool Seal fibered aluminum roof coating (KS0024600) they will require a primer coat on rusted surfaces and the coating to be installed at 30 Mils (50 Sq. ft Gallon.) to comply with there 5 year materials only warranty.
<http://www.Koolseal.com> # 1-888- 321-5665

The water repellant quoted is BASF 177 for brick. www.BuildingSystems.BASF.com
Tech. Service # 800-243-6739

JBM Contractors
106 Drake Road
Hampstead, NC. 28443
Ph. 910-520-0913
Note: new Email- hutton.john540@gmail.com

Quote:

To: Pender County Facilities.
Attn: Allen Vann

Re: Quotes for old school Gym and auditorium roof coatings and auditorium Brick water repellant.

Supply labor, materials, man lifts, and equipment for the following quotes.

1. Pressure clean all surfaces .
2. hand clean to remove loose coating and surface rust .
3. Coat rusted areas with metal primer per manufacturers specifications.
4. clean and reseal all roof to masonry flashing transitions.
5. Install roof coatings per manufacturers specification.
6. Maintain an orderly work site and disposal of construction debris.
7. Provide full job site supervision.

Quote A. Auditorium main roof and all additions : \$ 28,850.00

Quote B. Old school Gymnasium : \$ 26,875.00



Auditorium

447 Marion Drive, Wilmington, NC 28412
Email: madeline@excelroofingnc.com
NC Contractors License # 80572
Office: 910-685-7102

NAME: Ben Valdez

DATE: December 29, 2020

PROPERTY ADDRESS: 220 C R Dillard Rd Willard, NC 28478

PHONE: (910) 259-1249

EMAIL: bvaldez@pendercounty.gov

Elastomeric Metal Roof Recoat Estimate

After making a site visit and per our conversation, we propose to furnish material, labor, and equipment to complete the work outlined below: **See photo below for scope of work.**

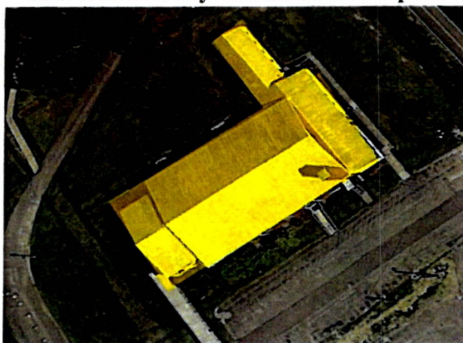
1. Scrape **loose** coating and pressure wash the entire roof area.
2. Inspect the entire roof area for damaged, punctured and/or rusted metal.
3. Patch any existing holes on metal roof-as needed with **flashing grade elastomeric roof coating**.
4. Apply one coat of **Rust Inhibitor primer** only as needed at roof penetrations and exposed metal seams as needed.
5. Apply one coat of **Elastomeric Roof Coating** over the entire roof.
Color: _____
6. Furnish sealants and accessories as necessary to complete.
7. Maintain a clean site and remove all job related debris upon completion.
8. Provide a **5 year workmanship warranty** upon receipt of final payment.

Total Contract Price:\$49,800.00

Accepted By: _____ Date _____

If both contracts are signed, the small section of shingled roof that needs to be re-roofed will be included in the price.

Photo: Section in yellow is included in price



Terms: Deposit in the amount of 33% of estimate due with signed contract, remaining balance due upon completion. If legal action is necessary to collect unpaid balances, the homeowner will be liable for all legal fees and costs incurred. We accept credit cards with a 3% bank surcharge fee. Any interior work is to be done by others. Excess material is property of Excel Roofing Company, unless otherwise reflected in the contract. Excel Roofing is insured with general liability and worker's compensation insurance. This estimate is valid for 30 days.



Gym

447 Marion Drive, Wilmington, NC 28412
Email: madeline@excelroofingnc.com
NC Contractors License # 80572
Office: 910-685-7102

NAME: Ben Valdez

DATE: December 29, 2020

PROPERTY ADDRESS: 231 W H Robbins Rd Willard, NC 28478

PHONE: (910) 259-1249

EMAIL: bvaldez@pendercounty.gov

Elastomeric Metal Roof Recoat Estimate

After making a site visit and per our conversation, we propose to furnish material, labor, and equipment to complete the work outlined below:

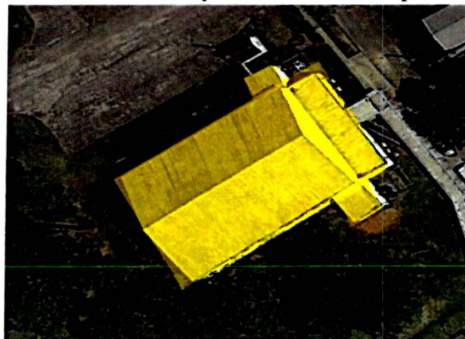
1. Scrape **loose** coating and pressure wash the entire roof area.
2. Inspect the entire roof area for damaged, punctured and/or rusted metal.
3. Patch any existing holes on metal roof-as needed with **flashing grade elastomeric roof coating**.
4. Apply one coat of **Rust Inhibitor primer** only as needed over rusted metal roof sections.
5. Apply **flashing grade elastomeric roof coating** at and roof penetrations and exposed metal seams as needed.
6. Apply one coat of **Elastomeric Roof Coating** over the entire roof.
Color: _____
7. Furnish sealants and accessories as necessary to complete.
8. Maintain a clean site and remove all job related debris upon completion.
9. Provide a **5 year workmanship warranty** upon receipt of final payment.

Total Contract Price:\$33,900.00

Accepted By: _____ Date _____

If both contracts are signed, the 12 feet of gutter installation will be included in the price.

Photo: Section in yellow is included in price



Terms: Deposit in the amount of 33% of estimate due with signed contract, remaining balance due upon completion. If legal action is necessary to collect unpaid balances, the homeowner will be liable for all legal fees and costs incurred. We accept credit cards with a 3% bank surcharge fee. Any interior work is to be done by others. Excess material is property of Excel Roofing Company, unless otherwise reflected in the contract. Excel Roofing is insured with general liability and worker's compensation insurance. This estimate is valid for 30 days.



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Allen Vann
DATE: May 3, 2021
SUBJECT: Consideration of Selecting The Contents Team for Moving Courthouse Staff into the Courthouse and Biberstein Annex

SUMMARY:

Four moving company vendors (one of which opted out) were solicited for quotes for moving both the Clerk of Court and DA's staff into their respective locations within the Pender County Courthouse and Biberstein Annex.

Please find the quote summary spreadsheet attached. This move is broken down into multiple phases as well as separated costs for furniture versus files. We are in the process of ensuring the AOC intends to pay for the relocation of all files (packing, moving, and unpacking) and plan to provide this information during the May 3rd BOCC meeting.

It is our recommendation to utilize The Contents Team as the most responsible bidder as they are very familiar with the complexity of this move. Their quote for moving of the furniture (Pender County responsibility) is \$35,261.73 and for moving of the files (AOC responsibility) is \$36,530.98.

Our insurance provider has agreed to accept and reimburse Pender County Government for the cost of the furniture move only in the amount of \$35,261.73.

ACTION REQUESTED:

Approval of an agreement and subsequent purchase order between Pender County and The Contents Team for moving the furniture into the Courthouse and Biberstein Annex in the amount of \$35,261.73. This will be paid out of the Courthouse project code 60-404500-6501.

	Phase 1 - Move Clerk and staff out of Biberstein into Courthouse - "Files ONLY"	Phase 1 - Move Clerk and staff, Dees Temp Courtroom out of Biberstein into Courthouse - "Furniture ONLY"	Phase 2 - Move DA's Office into Biberstein - "Files ONLY" **Note: DA's Office will pack and unpack their own boxes of files - will only need them moved	Phase 2 - Move DA's Office into Biberstein - "Furniture ONLY"	Phase 3 - Move Antique Store to Biberstein - "Files ONLY"	Phase 3 - Move Antique Store to Biberstein - "Furniture ONLY"	Grand Total for Entire Move (All Phases)	Total Estimated Time for Entire Move
Contractor Name								
Little Guys Movers	23,871.00	14,328.00	1,483.20	5,865.85	33,523.93	6,308.75	85,380.73	21 business days
Two Men and a Truck	11,755.00	9,740.00	597.00	2,399.00	28,640.00	4,620.00	57,751.00	25 business days
The Contents Team	9,529.07	12,096.87	989.69	3,775.07	26,012.22	19,389.79	71,792.71	15 business days
Absolute Moving & Storage (Decided Not to Participate)	-	-	-	-	-	-	-	-
	Two Men and a Truck	Contents Team	Little Guys					
Furniture ONLY	16,759.00	35,261.73	26,502.60					
Files ONLY	40,992.00	36,530.98	58,878.13					
Grand Total	57,751.00	71,792.71	85,380.73					

Little Guys Movers - Moving Quotes



move Clerk + staff out
of Bib House + Dees

pg 1 of 3
Little Guys Movers
www.littleguys.com

SERVICE SUMMARY

Name:	Allen Vann Phase I PACK / MOVE / UNPACK ONLY	Job Id:	1396903
Main Phone:	(910) 386-2605	Version:	1
Alt Phone:		Little Guy:	AHriz
Email:	avann@pendercountync.gov	How They Found Us:	Google
Move Date:			
Packing Date:			
Delivery Date:			
Possible Move Date:	06/14/2021		
Contact Date:	03/29/2021		

Files

Origin:	Biberstein Annex, 102 South Walker St, Burgaw, NC 28425	Long Walk: 0 yards	Default Floor: 1	Elevator: N
Origin:	Court House, 111 S. Wright St, Burgaw, NC	Long Walk: 50 yards	Default Floor: 1	Elevator: N
Destination:	Pender County Courthouse, 100 S Wright St, Burgaw, NC 28425	Long Walk: 50 yards	Default Floor: 2	Elevator: N

Notes:

Phase I | PACK / MOVE / UNPACK BOXES ONLY

SERVICE SUMMARY

Summary

Quantity	Item	
\$100,000.00	Full Value Protection	
	Number of Guys	6
	Number of Trucks	2
500	Boxes	
	100 Boxes to be Packed, Moved, & Unpacked	
	400 Boxes to be Packed, Moved, & Unpacked	
	Storage in Transit 0 truck(s)/ 0 night(s)	
	Packing and Materials (500) boxes	
1	Extra Stops	
	Other Charges	
	(4) Days of Transport	
	Additional Packing Supplies	
	Gratuities for Crews	
	Unpacking Service	



3

Questions about this form or your move? Call the NCUC/Public Staff's Transportation Division at (919)733-7766									
Packing Date		Preferred Move Date		Move Date		Delivery Date			
		06/14/2021							
Shipper info									
Shipper: Allen Vann Phase I PACK / MO		Phone: (910) 386-2605		Alt. Phone:		Email: avann@pendercountync.gov			
Origin/Destination Location(s)									
Origin: (Office): Biberstein Annex - 102 South Walker St, Burgaw, NC 28425 /Fl.(1)/ (Office): Court House - 111 S. Wright St, Burgaw, NC /Fl.(1) /LW.50									
Destination: (Office): Pender County Courthouse - 100 S Wright St, Burgaw, NC 28425 /Fl.(2) /LW.50									
IMPORTANT NOTICES									
A. This proposal is for listed items and services only. Additional items and services may result in additional costs.									
B. Carrier and shipper agree that any additional items or services not included in this proposal may be set forth in an addendum executed by the carrier and shipper.									
C. Shipper must choose a level of carrier liability (valuation protection) for the shipment. Options are basic value protection (\$ 60/lb/article) and full value protection. See the BROCHURE issued by the NC Utilities Commission explaining these options. If shipper does not choose an option, the shipment defaults to basic value protection at no additional cost to the shipper.									
D. Shipper shall be required to pay for all charges prior to unloading, in cash or by certified check or money order, except as may be otherwise agreed in writing between carrier and shipper.									
E. Nonbinding estimates are subject to "110% rule" (MRT Rule 13). The carrier must, upon request of the shipper, relinquish possession of the shipment upon payment of not more than 110% of the estimated charges and shall defer demand for the payment of the balance of any remaining charges for a period of thirty (30) days following the date of delivery.									
TYPE OF ESTIMATE (See Important Notices Above).									
XX Proposed charges set forth below are NONBINDING for the items listed. Actual charge shall be determined after all services have been completed. Proposed charges set forth below are BINDING AND GUARANTEED for the items listed for _____ days. Proposed charges set forth below are BINDING AND NOT-TO-EXCEED for the items listed for _____ days. Actual charges shall be determined after all services have been completed but shall not exceed the amount shown below under "total binding and Not-to-Exceed Charges"									
Proposed Cost of Services			Transportation Cost					Proposed Charges	
1.	Weight and distance (MRT, Sec. 3)		Miles:	Est. Weight:	lbs.	Moving at.:	/cwt.		
2.	Hourly rated (MRT, Sec. 2)		Vans: 2	Men: 6	Hours: 6.25	Rate per Hour:	\$ 360.00		\$ 2 250.00
3.	TRAVEL TIME-- 1 hour for each 50 miles or fraction thereof				Hours: 0.68	Rate per Hour:	\$ 365.50		\$ 250.00
Proposed Cost of Services			Storage In Transit					Proposed Charges	
4. A)	Storage:		Weight:	lbs.	Rate/Month:	No. of Months:			
B)	Extended Valuation:		15% of Full Value Protection (does not apply to Basic Value Protection)						
C)	Warehouse Handling:		Weight:	lbs.	Rate per cwt:				
D)	Storage Pick-up or Delivery Charge:		Weight:	lbs.	Rate per cwt:				
Proposed Cost of Services			Packing Charges					Proposed Charges	
	Description	Cubic Ft.	Quantity	Pack Labor	Unpack Labor	Material			
	Carton	1.5							
	Carton	3.0							
	Carton	4.5							
	Dishpack	5.0							
	Carton	6.0							
	Wardrobe	10.0							
	Crib								
	Twin								
	Full								
	King/Queen								
	Pic/Mirror								
	Tape		n/a		n/a				
	Paper		n/a		n/a				
	Large Bubble		n/a		n/a				
	Small Bubble		n/a		n/a				
5. Packing/Unpacking/Container Charges Total:									\$ 7 075.00
Proposed Cost of Services			Other Charges					Proposed Charges	
6.	Extra Stop(s)								
7.	Excessive Carry Distance		Feet:	Weight:	Rate per cwt:				
8.	Flight Carry		No. of flights:	Weight:	Rate per cwt:				
9.	Appliances		Appliance Service:	Appliance Unservice:					
10.	Bulky articles								
11.	Other charges								\$ 12 850.00
12.	Third Party Charges								\$ 696.00
Proposed Cost of Services			Valuation					Proposed Charges	
13.	Basic Value Protection		Maximum liability is \$ 60/lb/article regardless of actual value of lost or damaged item(s)						NO CHARGE
14.	Full Value Protection		Weight:	lbs @ \$4/lb:	\$ 100 000	x .75/100 =			\$ 750.00
Estimated Costs			Total Nonbinding Charges						\$ 23 871.00
			Total Binding and Guaranteed Charges						
			Total Binding and Not-to-Exceed Charges						
Estimator Alex Hriz Date 04/09/2021 Shipper Date									
Notes									

Phase I | PACK / MOVE / UNPACK BOXES ONLY



Move Clark and Staff out of Bib House

Little Guys Movers
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SERVICE SUMMARY

Name: Allen Vann Phase I | MOVE ONLY

Main Phone: (910) 386-2605

Alt Phone:

Email: avann@pendercountync.gov

Move Date:

Packing Date:

Delivery Date:

Possible Move Date: 06/14/2021

Contact Date: 03/29/2021

Job Id: pg 1 of 7 1394805

Version: 1

Little Guy: Ahriz

How They Found Us: Google

Furniture

Origin:	Biberstein Annex, 102 South Walker St, Burgaw, NC 28425	Long Walk: 0 yards	Default Floor: 1	Elevator: N
Origin:	Court House, 111 S. Wright St, Burgaw, NC	Long Walk: 50 yards	Default Floor: 1	Elevator: N
Destination:	Pender County Courthouse, 100 S Wright St, Burgaw, NC 28425	Long Walk: 50 yards	Default Floor: 2	Elevator: N
Origin location: Biberstein Annex		Address type: Office	Default floor: 1	

Room: Entry / Security Check Point (floor: 1)

Quantity	Name	D.O.Location	Floor
9	chair	Pender County Courthouse	2
1	table	Pender County Courthouse	2
1	cabinet	Pender County Courthouse	2
2	desk	Pender County Courthouse	2
1	folding table	Pender County Courthouse	2

Room: Office Entry (floor: 1)

Quantity	Name	D.O.Location	Floor
3	desk	Pender County Courthouse	2
3	plastic mat	Pender County Courthouse	2
1	mailbox file cabinet	Pender County Courthouse	2
1	< 500lb SAFE	Pender County Courthouse	2
2	4-drawer file cabinet	Pender County Courthouse	2
1	2-drawer file cabinet	Pender County Courthouse	2
1	L-Shape desk	Pender County Courthouse	2
2	bookshelf	Pender County Courthouse	2
4	desk chair	Pender County Courthouse	2
1	large bookshelf	Pender County Courthouse	2



2

SERVICE SUMMARY

Room: Upstairs Office 2 (floor: 2)

Quantity	Name	D.O.Location	Floor
1	bookshelf	Pender County Courthouse	2
1	L-shape desk + hutch	Pender County Courthouse	2
1	chair	Pender County Courthouse	2
1	lateral file cabinet 2-drawer	Pender County Courthouse	2
2	arm chair	Pender County Courthouse	2

Room: kitchen (floor: 1)

Quantity	Name	D.O.Location	Floor
1	table	Pender County Courthouse	2
1	table	Pender County Courthouse	2
1	shredder	Pender County Courthouse	2

Room: Upstairs Office 3 (floor: 2)

Quantity	Name	D.O.Location	Floor
1	5-drawer file cabinet	Pender County Courthouse	2
1	2-drawer lateral file cabinet	Pender County Courthouse	2
1	mail cabinet	Pender County Courthouse	2
2	L-shape desk	Pender County Courthouse	2
2	chair	Pender County Courthouse	2
2	plastic mat	Pender County Courthouse	2
1	floor lamp	Pender County Courthouse	2
1	bookshelf	Pender County Courthouse	2

Room: Upstairs File Cabinet Room (floor: 2)

Quantity	Name	D.O.Location	Floor
21	file cabinet	Pender County Courthouse	2

Room: Upstairs Office 4 (floor: 1)

Quantity	Name	D.O.Location	Floor
1		Pender County Courthouse	2

Room: 5th Office (floor: 1)

Quantity	Name	D.O.Location	Floor
1	TV table	Pender County Courthouse	2
3	5-drawer file cabinet	Pender County Courthouse	2
1	U-shape desk	Pender County Courthouse	2
1	chair	Pender County Courthouse	2
1	floor lamp	Pender County Courthouse	2



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SERVICE SUMMARY

Room: 4th Office (floor: 1)

Quantity	Name	D.O.Location	Floor
1	credenza + glass	Pender County Courthouse	2
1	sofa table	Pender County Courthouse	2
1	end table	Pender County Courthouse	2
1	chair	Pender County Courthouse	2
1	2-drawer file cabinet	Pender County Courthouse	2
1	U-shape desk	Pender County Courthouse	2
1	5-drawer file cabinet	Pender County Courthouse	2
2	large bookshelf	Pender County Courthouse	2

Room: 3rd Office (floor: 1)

Quantity	Name	D.O.Location	Floor
1	U-shape desk	Pender County Courthouse	2
3	chair	Pender County Courthouse	2
1	plastic mat	Pender County Courthouse	2
2	<500lb fire proof file cabinet	Pender County Courthouse	2
2	5-drawer file cabinet	Pender County Courthouse	2

Room: hall way (floor: 1)

Quantity	Name	D.O.Location	Floor
1	printer stand	Pender County Courthouse	2

Room: Back Office (floor: 1)

Quantity	Name	D.O.Location	Floor
1	mail box file cabinet	Pender County Courthouse	2
1	L-shape desk	Pender County Courthouse	2
2	chair	Pender County Courthouse	2
1	fire proof safe <500lb	Pender County Courthouse	2
1	2-drawer file cabinet	Pender County Courthouse	2
1	bookshelf	Pender County Courthouse	2

Room: Upstairs Office 1 (floor: 2)

Quantity	Name	D.O.Location	Floor
1	5-drawer file cabinet	Pender County Courthouse	2
1	large bookshelf	Pender County Courthouse	2
1	2-drawer file cabinet	Pender County Courthouse	2
1	L-shape desk	Pender County Courthouse	2
1	desk chair	Pender County Courthouse	2
1	bookshelf	Pender County Courthouse	2
1	chair	Pender County Courthouse	2
1	TV table	Pender County Courthouse	2

Room: Upstairs Hall (floor: 2)

Quantity	Name	D.O.Location	Floor
1	bookshelf	Pender County Courthouse	2
1	mail box file cabinet	Pender County Courthouse	2



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SERVICE SUMMARY

Room: Upstairs Office 5 (floor: 2)

Quantity	Name	D.O.Location	Floor
3	file cabinet	Pender County Courthouse	2
1	fan	Pender County Courthouse	2
2	floor lamp	Pender County Courthouse	2
1	chair	Pender County Courthouse	2
1	cubical divider	Pender County Courthouse	2
1	rolling cart	Pender County Courthouse	2
2	bookshelf	Pender County Courthouse	2
1	mini fridge	Pender County Courthouse	2
2	file cabinet	Pender County Courthouse	2
1	bookshelf	Pender County Courthouse	2
1	printer table	Pender County Courthouse	2
1	stand	Pender County Courthouse	2
1	plastic mat	Pender County Courthouse	2
2	desk chair	Pender County Courthouse	2
2	L-shape desk	Pender County Courthouse	2
1	chair	Pender County Courthouse	2
1	computer desk	Pender County Courthouse	2
1	end table	Pender County Courthouse	2
1	table	Pender County Courthouse	2

Room: Executive Office (floor: 2)

Quantity	Name	D.O.Location	Floor
1	large executive L-shape desk	Pender County Courthouse	3
3	chair	Pender County Courthouse	3
1	sofa	Pender County Courthouse	3
2	bookshelf	Pender County Courthouse	3

Room: Upstairs Office 6 (floor: 2)

Quantity	Name	D.O.Location	Floor
2	bookshelf	Pender County Courthouse	2
1	stool	Pender County Courthouse	2
2	chair	Pender County Courthouse	2
1	plastic mat	Pender County Courthouse	2
2	desk	Pender County Courthouse	2
1	lamp	Pender County Courthouse	2
1	end table	Pender County Courthouse	2

Origin location: Court House

Address type: Office

Default floor: 1

Room: entry (floor: 1)

Quantity	Name	D.O.Location	Floor
2	chair	Pender County Courthouse	2
2	folding table	Pender County Courthouse	2



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SERVICE SUMMARY

Room: Conference Room (floor: 1)

Quantity	Name	D.O.Location	Floor
1	desk	Pender County Courthouse	2
1	table	Pender County Courthouse	2
5	computer chair	Pender County Courthouse	2
3	desk + glass top	Pender County Courthouse	2
6	blue chair	Pender County Courthouse	2

Room: Meeting Room (floor: 1)

Quantity	Name	D.O.Location	Floor
1	cart	Pender County Courthouse	2
8	conference chair	Pender County Courthouse	2
1	conference table	Pender County Courthouse	2

Room: small room (floor: 1)

Quantity	Name	D.O.Location	Floor
4	chair	Pender County Courthouse	2
1	table	Pender County Courthouse	2

Room: Office 1 (floor: 2)

Quantity	Name	D.O.Location	Floor
1	large table + glass top	Pender County Courthouse	2
4	chair	Pender County Courthouse	2

Room: Office 2 (floor: 2)

Quantity	Name	D.O.Location	Floor
1	trunk	Pender County Courthouse	2
1	lawyer cabinet w/ glass	Pender County Courthouse	2
1	2-drawer file cabinet	Pender County Courthouse	2
1	chair	Pender County Courthouse	2
1	leather chair	Pender County Courthouse	2
1	desk	Pender County Courthouse	2
1	leather sofa	Pender County Courthouse	2

Room: Office 3 (floor: 2)

Quantity	Name	D.O.Location	Floor
1	credenza + hutch (very large)	Pender County Courthouse	2
1	large desk	Pender County Courthouse	2
3	chair	Pender County Courthouse	2
1	bookshelf	Pender County Courthouse	2

Room: Meeting Room (floor: 2)

Quantity	Name	D.O.Location	Floor
1	small chest	Pender County Courthouse	2
1	bookshelf	Pender County Courthouse	2
15	chair	Pender County Courthouse	2
1	desk	Pender County Courthouse	2
1	large table	Pender County Courthouse	2
1	leather sofa	Pender County Courthouse	2



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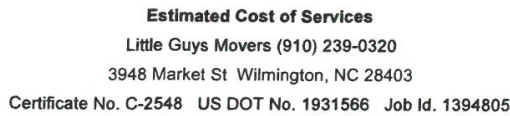
SERVICE SUMMARY

Notes:

PHASE I | MOVING OF FURNITURE ONLY Note: Moving of boxes are included for the packing & unpacking portion of phase I

Summary

Quantity	Item	
\$100,000.00	Full Value Protection	
	Number of Guys	6
	Number of Trucks	2
0	Boxes	
	Storage in Transit 0 truck(s)/ 0 night(s)	
	Packing and Materials (0) boxes	
1	Extra Stops	
	Other Charges	
	(4) Days of Transport	
	Gratuity for crews	



Questions about this form or your move? Call the NCUC/Public Staff's Transportation Division at (919)733-7766			
Packing Date	Preferred Move Date	Move Date	Delivery Date
	06/14/2021		
Shipper Info			
Shipper: Allen Vann Phase I MOVE	Phone: (910) 386-2605	Alt. Phone:	Email: avann@pendercountync.gov
Origin/Destination Location(s)			
Origin:	(Office): Biberstein Annex - 102 South Walker St, Burgaw, NC 28425 /FL.(1)/I/(Office): Court House - 111 S. Wright St, Burgaw, NC /FL.(1) /LW.50		
Destination:	(Office): Pender County Courthouse - 100 S Wright St, Burgaw, NC 28425 /FL.(2) /LW.50		

IMPORTANT NOTICES

- A. This proposal is for listed items and services only. Additional items and services may result in additional costs.
- B. Carrier and shipper agree that any additional items or services not included in this proposal may be set forth in an addendum executed by the carrier and shipper.
- C. Shipper must choose a level of carrier liability (valuation protection) for the shipment. Options are basic value protection (\$.60/lb/article) and full value protection. See the **BROCHURE issued by the NC Utilities Commission explaining these options**. If shipper does not choose an option, the shipment defaults to basic value protection at no additional cost to the shipper.
- D. Shipper shall be required to pay for all charges prior to unloading, in cash or by certified check or money order, except as may be otherwise agreed in writing between carrier and shipper.
- E. Nonbinding estimates are subject to "110% rule" (MRT Rule 13). The carrier must, upon request of the shipper, relinquish possession of the shipment upon payment of not more than 110% of the estimated charges and shall defer demand for the payment of the balance of any remaining charges for a period of thirty (30) days following the date of delivery.

TYPE OF ESTIMATE (See Important Notices Above).

xx Proposed charges set forth below are NONBINDING for the items listed. Actual charge shall be determined after all services have been completed.

Proposed charges set forth below are **BINDING AND GUARANTEED** for the items listed for _____ days.

Proposed charges set forth below are BINDING AND NOT-TO-EXCEED for the items listed for _____ days. Actual charges shall be determined after all services have been completed but shall not exceed the amount shown below under "total binding and Not-to-Exceed Charges"

Proposed Cost of Services			Transportation Cost			Proposed Charges	
1.	Weight and distance (MRT , Sec. 3)	Miles:		Est. Weight:	lbs.	Moving at.:	/cwt.
2.	Hourly rated (MRT , Sec. 2)	Vans: 2	Men: 6	Hours: 24.75	Rate per Hour:	\$ 360.00	\$ 8 910.00
3.	TRAVEL TIME- 1 hour for each 50 miles or fraction thereof				Hours: 0.68	Rate per Hour:	\$ 365.50 \$ 250.00
Proposed Cost of Services			Storage In Transit			Proposed Charges	
4. A)	Storage:	Weight:	lbs.	Rate/Month:	No. of Months:		
B)	Extended Valuation:	15% of Full Value Protection (does not apply to Basic Value Protection)					
C)	Warehouse Handling:	Weight:	lbs.	Rate per cwt:			
D)	Storage Pick-up or Delivery Charge:	Weight:	lbs.	Rate per cwt:			
Proposed Cost of Services			Packing Charges			Proposed Charges	
Description		Cubic Ft.	Quantity	Pack Labor	Unpack Labor	Material	
Carton	1.5						
Carton	3.0						
Carton	4.5						
Dishpack	5.0						
Carton	6.0						
Wardrobe	10.0						
Crib							
Twin							
Full							
King/Queen							
Pic/Mirror							
Tape		n/a		n/a			
Paper		n/a		n/a			
Large Bubble		n/a		n/a			
Small Bubble		n/a		n/a			
5. Packing/Unpacking/Container Charges Total:							
Proposed Cost of Services			Other Charges			Proposed Charges	
6.	Extra Stop(s)						
7.	Excessive Carry Distance	Feet:	Weight:	Rate per cwt:			
8.	Flight Carry	No. of flights:	Weight:	Rate per cwt:			
9.	Appliances	Appliance Service:		Appliance Unservice:			
10.	Bulky articles						
11.	Other charges	\$ 4 000.00					
12.	Third Party Charges	\$ 418.05					
Proposed Cost of Services			Valuation			Proposed Charges	
3.	Basic Value Protection	Maximum liability is \$.60/lb/article regardless of actual value of lost or damaged item(s) NO CHARGE					
4.	Full Value Protection	Weight:	lbs @ \$4/lb:	\$ 100 000	x .75/100 =	\$ 750.00	
Estimated Costs			Total Nonbinding Charges	\$ 14 328.05			
			Total Binding and Guaranteed Charges				
			Total Binding and Not-to-Exceed Charges				

stimator Alex Hriz
Date 03/29/2021 Shipper
Date

PHASE I | MOVING OF FURNITURE ONLY Note: Moving of boxes are included for the packing & unpacking portion of phase I



DA's Office

Pg 1 of 3

Little Guys Movers
www.littleguys.com

SERVICE SUMMARY

Name:	Allen Vann Phase II MOVING OF BOXES	Job Id:	1396879
Main Phone:	(910) 386-2605	Version:	2
Alt Phone:		Little Guy:	AHriz
Email:	avann@pendercountync.gov	How They Found Us:	Google
Move Date:			
Packing Date:			
Delivery Date:			
Possible Move Date:	06/29/2021		
Contact Date:	03/29/2021		

Origin:	D.A.'s Annex, Burgaw, NC 28425	Long Walk: 50 yards	Default Floor: 1	Elevator: N
Destination:	Biberstein Annex, 102 South Walker St, Burgaw, NC 28425	Long Walk: 0 yards	Default Floor: 1	Elevator: N

Notes:

Phase II | MOVING OF BOXES



2

Little Guys Movers
www.littleguys.com

SERVICE SUMMARY

Summary

Quantity	Item	
\$20,000.00	Full Value Protection	
	Number of Guys	6
	Number of Trucks	2
150	Boxes	
	150 Boxes to be Moved	
	Storage in Transit 0 truck(s)/ 0 night(s)	
	Packing and Materials (0) boxes	
0	Extra Stops	
	Other Charges	
	Gratuity for Crews	



Estimated Cost of Services
Little Guys Movers (910) 239-0320
3948 Market St Wilmington, NC 28403
Certificate No. C-2548 US DOT No. 1931566 Job Id. 1396939



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Questions about this form or your move? Call the NCUC/Public Staff's Transportation Division at (919)733-7766					
Packing Date	Preferred Move Date	Move Date	Delivery Date		
06/29/2021					
Shipper Info					
Shipper:	Allen Vann Phase II MOVING	Phone:	(910) 386-2605	Alt. Phone:	Email: avann@pendercountync.gov
Origin/Destination Location(s)					
Origin:	(Office): D.A.'s Annex - Burgaw, NC 28425 /FL(1) /LW.50				
Destination:	(Office): Biberstein Annex - 102 South Walker St, Burgaw, NC 28425 /FL(1)				
IMPORTANT NOTICES					
A. This proposal is for listed items and services only. Additional items and services may result in additional costs.					
B. Carrier and shipper agree that any additional items or services not included in this proposal may be set forth in an addendum executed by the carrier and shipper.					
C. Shipper must choose a level of carrier liability (valuation protection) for the shipment. Options are basic value protection (\$.60/lb/article) and full value protection. See the BROCHURE issued by the NC Utilities Commission explaining these options . If shipper does not choose an option, the shipment defaults to basic value protection at no additional cost to the shipper.					
D. Shipper shall be required to pay for all charges prior to unloading, in cash or by certified check or money order, except as may be otherwise agreed in writing between carrier and shipper.					
E. Nonbinding estimates are subject to "110% rule" (MRT Rule 13). The carrier must, upon request of the shipper, relinquish possession of the shipment upon payment of not more than 110% of the estimated charges and shall defer demand for the payment of the balance of any remaining charges for a period of thirty (30) days following the date of delivery.					
TYPE OF ESTIMATE (See Important Notices Above).					
XX Proposed charges set forth below are NONBINDING for the items listed. Actual charge shall be determined after all services have been completed.					
Proposed charges set forth below are BINDING AND GUARANTEED for the items listed for _____ days.					
Proposed charges set forth below are BINDING AND NOT-TO-EXCEED for the items listed for _____ days. Actual charges shall be determined after all services have been completed but shall not exceed the amount shown below under "Total Binding and Not-to-Exceed Charges"					
Proposed Cost of Services					
1. Weight and distance (MRT, Sec. 3)	Miles:	Est. Weight:	lbs.	Moving at:	/cwt.
2. Hourly rated (MRT, Sec. 2)	Vans:	2 Men:	6 Hours:	1.50 Rate per Hour:	\$ 360.00
3. TRAVEL TIME-- 1 hour for each 50 miles or fraction thereof			Hours:	0.68 Rate per Hour:	\$ 365.50
Proposed Cost of Services					
4. A) Storage:	Weight:	lbs.	Rate/Month:	No. of Months:	
B) Extended Valuation:	15% of Full Value Protection (does not apply to Basic Value Protection)				
C) Warehouse Handling:	Weight:	lbs.	Rate per cwt:		
D) Storage Pick-up or Delivery Charge:	Weight:	lbs.	Rate per cwt:		
Proposed Cost of Services					
Description	Cubic Ft.	Quantity	Pack Labor	Unpack Labor	Material
Carton	1.5				
Carton	3.0				
Carton	4.5				
Dishpack	5.0				
Carton	6.0				
Wardrobe	10.0				
Crib					
Twin					
Full					
King/Queen					
Pic/Mirror					
Tape			n/a	n/a	
Paper			n/a	n/a	
Large Bubble			n/a	n/a	
Small Bubble			n/a	n/a	
5. Packing/Unpacking/Container Charges Total:					
Proposed Cost of Services					
6. Extra Stop(s)					
7. Excessive Carry Distance	Feet:	Weight:	Rate per cwt:		
8. Flight Carry	No. of flights:	Weight:	Rate per cwt:		
9. Appliances	Appliance Service:	Appliance Unservice:			
10. Bulky articles					
11. Other charges					\$ 500.00
12. Third Party Charges					\$ 43.20
Proposed Cost of Services					
Valuation					
13. Basic Value Protection	Maximum liability is \$.60/lb/article regardless of actual value of lost or damaged item(s)				NO CHARGE
14. Full Value Protection	Weight:	lbs @ \$4/lb:	\$ 20 000	x .75/100 =	\$ 150.00
Total Nonbinding Charges					\$ 1 483.20
Total Binding and Guaranteed Charges					
Total Binding and Not-to-Exceed Charges					
Estimated Costs					
Estimator Alex Hriz Date 04/09/2021 Shipper Date					
Notes					

Phase II | MOVING OF BOXES



DA's Office

pg. 1 of 5

Little Guys Movers
www.littleguys.com

SERVICE SUMMARY

Name:	Allen Vann Phase II MOVE FURNITURE ONLY	Job Id:	1396878
Main Phone:	(910) 386-2605	Version:	1
Alt Phone:		Little Guy:	AHriz
Email:	avann@pendercountync.gov	How They Found Us:	Google
Move Date:			
Packing Date:			
Delivery Date:			
Possible Move Date:	06/29/2021		
Contact Date:	03/29/2021		

Origin:	D.A.'s Annex, Burgaw, NC 28425	Long Walk: 50 yards	Default Floor: 1	Elevator: N
Destination:	Biberstein Annex, 102 South Walker St, Burgaw, NC 28425	Long Walk: 50 yards	Default Floor: 1	Elevator: N

Origin location: D.A.'s Annex

Address type: Office

Default floor: 1

Room: Entry (floor: 1)

Quantity	Name	D.O.Location	Floor
3	chair	Biberstein Annex	1
1	desk chair	Biberstein Annex	1
1	credenza	Biberstein Annex	1
1	coat rack	Biberstein Annex	1

Room: File Room (floor: 1)

Quantity	Name	D.O.Location	Floor
5	4-drawer file cabinet	Biberstein Annex	1

Room: Conference Room (floor: 1)

Quantity	Name	D.O.Location	Floor
1	bureau	Biberstein Annex	1
1	2-drawer file cabinet	Biberstein Annex	1
7	conference chair	Biberstein Annex	1
1	conference table	Biberstein Annex	1
1	rug	Biberstein Annex	1
1	metal rack	Biberstein Annex	1



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Little Guys Movers
www.littleguys.com

SERVICE SUMMARY

Room: Caiti's Office (floor: 1)

Quantity	Name	D.O.Location	Floor
1	coat rack	Biberstein Annex	1
1	desk	Biberstein Annex	1
1	plastic floor mat	Biberstein Annex	1
1	bureau	Biberstein Annex	1
1	lamp	Biberstein Annex	1
1	rug	Biberstein Annex	1
1	bookshelf	Biberstein Annex	1

Room: "Exam 2" (floor: 1)

Quantity	Name	D.O.Location	Floor
1	desk	Biberstein Annex	1
2	5-drawer file cabinet	Biberstein Annex	1
3	chair	Biberstein Annex	1
1	cart	Biberstein Annex	1

Room: Office 1 (floor: 1)

Quantity	Name	D.O.Location	Floor
2	chair	Biberstein Annex	1
1	desk	Biberstein Annex	1
2	5-drawer file cabinet	Biberstein Annex	1
1	bookshelf	Biberstein Annex	1

Room: Office 2 (floor: 1)

Quantity	Name	D.O.Location	Floor
1	5-drawer file cabinet	Biberstein Annex	2
1	2-drawer file cabinet	Biberstein Annex	2
1	desk	Biberstein Annex	2
1	desk chair	Biberstein Annex	2
2	bookshelf	Biberstein Annex	2

Room: Kitchen / Break room (floor: 1)

Quantity	Name	D.O.Location	Floor
1	wire shelf	Biberstein Annex	1

Room: Office 3 - "Captain American" (floor: 1)

Quantity	Name	D.O.Location	Floor
1	chair	Biberstein Annex	2
1	large bookshelf	Biberstein Annex	2
1	desk chair	Biberstein Annex	2
1	desk	Biberstein Annex	2
2	file cabinet	Biberstein Annex	2



Little Guys Movers
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SERVICE SUMMARY

Room: "Exam 4" (floor: 1)

Quantity	Name	D.O.Location	Floor
1	file cabinet	Biberstein Annex	1
1	desk chair	Biberstein Annex	1
1	desk	Biberstein Annex	1
1	rug	Biberstein Annex	1
1	bookshelf	Biberstein Annex	1

Room: Victim Room (floor: 1)

Quantity	Name	D.O.Location	Floor
2	kid's chair	Biberstein Annex	1
1	kid's table	Biberstein Annex	1
1	coffee table	Biberstein Annex	1
1	floor lamp	Biberstein Annex	1
1	microwave	Biberstein Annex	1
1	mini fridge (must be empty)	Biberstein Annex	1
4	chair	Biberstein Annex	1
2	large bookshelf	Biberstein Annex	1
1	rug	Biberstein Annex	1
2	toy play set	Biberstein Annex	1
1	coat rack	Biberstein Annex	1

Notes:

Phase II | Move ONLY



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Little Guys Movers
www.littleguys.com

SERVICE SUMMARY

Summary

Quantity	Item	
\$50,000.00	Full Value Protection	
	Number of Guys	6
	Number of Trucks	2

150 Boxes

150 Boxes to be Moved

Storage in Transit **0 truck(s)/ 0 night(s)**

Packing and Materials (0) boxes

0 Extra Stops

Other Charges

(1) Day Transport

Gratuity for Crews



Estimated Cost of Services
Little Guys Movers (910) 239-0320
3948 Market St Wilmington, NC 28403
Certificate No. C-2548 US DOT No. 1931566 Job Id. 1396878



5

Questions about this form or your move? Call the NCUC/Public Staff's Transportation Division at (919)733-7766					
Packing Date	Preferred Move Date	Move Date	Delivery Date		
06/29/2021					
Shipper info					
Shipper: Allen Vann Phase II MOVE	Phone: (910) 386-2605	Alt. Phone:	Email: avann@pendercountync.gov		
Origin/Destination Location(s)					
Origin: (Office): D.A.'s Annex - Burgaw, NC 28425 /Fl.(1) /LW.50					
Destination: (Office): Biberstein Annex - 102 South Walker St, Burgaw, NC 28425 /Fl.(1) /LW.50					
IMPORTANT NOTICES					
A. This proposal is for listed items and services only. Additional items and services may result in additional costs. B. Carrier and shipper agree that any additional items or services not included in this proposal may be set forth in an addendum executed by the carrier and shipper. C. Shipper must choose a level of carrier liability (valuation protection) for the shipment. Options are basic value protection (\$.60/lb/article) and full value protection. See the BROCHURE issued by the NC Utilities Commission explaining these options. If shipper does not choose an option, the shipment defaults to basic value protection at no additional cost to the shipper. D. Shipper shall be required to pay for all charges prior to unloading, in cash or by certified check or money order, except as may be otherwise agreed in writing between carrier and shipper. E. Nonbinding estimates are subject to "110% rule" (MRT Rule 13). The carrier must, upon request of the shipper, relinquish possession of the shipment upon payment of not more than 110% of the estimated charges and shall defer demand for the payment of the balance of any remaining charges for a period of thirty (30) days following the date of delivery.					
TYPE OF ESTIMATE (See Important Notices Above).					
XX Proposed charges set forth below are NONBINDING for the items listed. Actual charge shall be determined after all services have been completed.					
Proposed charges set forth below are BINDING AND GUARANTEED for the items listed for _____ days.					
Proposed charges set forth below are BINDING AND NOT-TO-EXCEED for the items listed for _____ days. Actual charges shall be determined after all services have been completed but shall not exceed the amount shown below under "Total binding and Not-to-Exceed Charges"					
Proposed Cost of Services		Transportation Cost			Proposed Charges
1. Weight and distance (MRT, Sec. 3)	Miles:	Est. Weight:	lbs.	Moving at:	/cwt.
2. Hourly rated (MRT, Sec. 2)	Vans:	2 Men:	6 Hours:	12.00	Rate per Hour: \$ 360.00
3. TRAVEL TIME- 1 hour for each 50 miles or fraction thereof			Hours:	0.68	Rate per Hour: \$ 365.50
Proposed Cost of Services		Storage In Transit			Proposed Charges
4. A) Storage:	Weight:	lbs.	Rate/Month:	No. of Months:	
B) Extended Valuation:	15% of Full Value Protection (does not apply to Basic Value Protection)				
C) Warehouse Handling:	Weight:	lbs.	Rate per cwt:		
D) Storage Pick-up or Delivery Charge:	Weight:	lbs.	Rate per cwt:		
Proposed Cost of Services		Packing Charges			Proposed Charges
Description	Cubic Ft.	Quantity	Pack Labor	Unpack Labor	Material
Carton	1.5				
Carton	3.0				
Carton	4.5				
Dishpack	5.0				
Carton	6.0				
Wardrobe	10.0				
Crib					
Twin					
Full					
King/Queen					
Pic/Mirror					
Tape			n/a	n/a	
Paper			n/a	n/a	
Large Bubble			n/a	n/a	
Small Bubble			n/a	n/a	
5. Packing/Unpacking/Container Charges Total:					
Proposed Cost of Services		Other Charges			Proposed Charges
6. Extra Stop(s)					
7. Excessive Carry Distance	Feet:	Weight:	Rate per cwt:		
8. Flight Carry	No. of flights:	Weight:	Rate per cwt:		
9. Appliances	Appliance Service:	Appliance Unservice:			
10. Bulky articles					
11. Other charges					\$ 750.00
12. Third Party Charges					\$ 170.85
Proposed Cost of Services		Valuation			Proposed Charges
13. Basic Value Protection	Maximum liability is \$.60/lb/article regardless of actual value of lost or damaged item(s)				NO CHARGE
14. Full Value Protection	Weight:	lbs @ \$4/lb:	\$ 50 000	x .75/100 =	\$ 375.00
Estimated Costs		Total Nonbinding Charges			\$ 5 865.85
		Total Binding and Guaranteed Charges			
		Total Binding and Not-to-Exceed Charges			
Estimator	Alex Hriz	Date	04/09/2021	Shipper	Date
Notes					

Phase II | Move ONLY



Little Guys Movers
www.littleguys.com

pg 1 of 3

SERVICE SUMMARY

Name:	Allen Vann Phase III PACK , MOVE, & UNPACK BOXES	Job Id:	1397478
Main Phone:	(910) 386-2605	Version:	2
Alt Phone:		Little Guy:	AHriz
Email:	avann@pendercountync.gov	How They Found Us:	Google
Move Date:			
Packing Date:			
Delivery Date:			
Possible Move Date:	06/14/2021		
Contact Date:	03/29/2021		

Origin:	Antique Store, Burgaw, NC	Long Walk: 0 yards	Default Floor: 1	Elevator: N
Destination:	Pender County Courthouse, 100 S Wright St, Burgaw, NC 28425	Long Walk: 50 yards	Default Floor: 2	Elevator: N

Notes:

Phase III | PACK, MOVE, & UNPACK BOXES



2

Little Guys Movers
www.littleguys.com

SERVICE SUMMARY

Summary

Quantity	Item	
\$100,000.00	Full Value Protection	
	Number of Guys	6
	Number of Trucks	2
825	Boxes	
	750 Boxes To Be Packed	
	75 Pre-packed boxes	
	Storage in Transit 0 truck(s)/ 0 night(s)	
	Packing and Materials (750) boxes	
0	Extra Stops	
	Other Charges	
	(5) Days of Transport	
	Additional Packing Supplies	
	Gratuuity for Crews	
	Unpacking Service	



Estimated Cost of Services

Little Guys Movers (910) 239-0320

3948 Market St Wilmington, NC 28403

Certificate No. C-2548 US DOT No. 1931566 Job Id. 1397498



3

Questions about this form or your move? Call the NCUC/Public Staff's Transportation Division at (919)733-7766					
Packing Date	Preferred Move Date	Move Date	Delivery Date		
	06/14/2021				
Shipper Info					
Shipper:	Allen Vann Phase III PACK	Phone: (910) 386-2605	Alt. Phone:	Email: avann@pendercountync.gov	
Origin/Destination Location(s)					
Origin:	(Other): Antique Store - Burgaw, NC /FI.(1)				
Destination:	(Office): Pender County Courthouse - 100 S Wright St, Burgaw, NC 28425 /FI.(2) /LW.50				
IMPORTANT NOTICES					
A. This proposal is for listed items and services only. Additional items and services may result in additional costs. B. Carrier and shipper agree that any additional items or services not included in this proposal may be set forth in an addendum executed by the carrier and shipper. C. Shipper must choose a level of carrier liability (valuation protection) for the shipment. Options are basic value protection (\$.60/lb/article) and full value protection. See the BROCHURE issued by the NC Utilities Commission explaining these options. If shipper does not choose an option, the shipment defaults to basic value protection at no additional cost to the shipper. D. Shipper shall be required to pay for all charges prior to unloading, in cash or by certified check or money order, except as may be otherwise agreed in writing between carrier and shipper. E. Nonbinding estimates are subject to "110% rule" (MRT Rule 13). The carrier must, upon request of the shipper, relinquish possession of the shipment upon payment of not more than 110% of the estimated charges and shall defer demand for the payment of the balance of any remaining charges for a period of thirty (30) days following the date of delivery.					
TYPE OF ESTIMATE (See Important Notices Above).					
XX Proposed charges set forth below are NONBINDING for the items listed. Actual charge shall be determined after all services have been completed. Proposed charges set forth below are BINDING AND GUARANTEED for the items listed for _____ days. Proposed charges set forth below are BINDING AND NOT-TO-EXCEED for the items listed for _____ days. Actual charges shall be determined after all services have been completed but shall not exceed the amount shown below under "Total binding and Not-to-Exceed Charges"					
Proposed Cost of Services		Transportation Cost			Proposed Charges
1. Weight and distance (MRT, Sec. 3)	Miles:	Est. Weight:	lbs.	Moving at:	/cwt.
2. Hourly rated (MRT, Sec. 2)	Vans: 2	Men: 6	Hours: 9.75	Rate per Hour:	\$ 360.00
3. TRAVEL TIME-- 1 hour for each 50 miles or fraction thereof			Hours: 0.68	Rate per Hour:	\$ 365.50
Proposed Cost of Services		Storage in Transit			Proposed Charges
4. A) Storage:	Weight:	lbs.	Rate/Month:	No. of Months:	
B) Extended Valuation:	15% of Full Value Protection (does not apply to Basic Value Protection)				
C) Warehouse Handling:	Weight:	lbs.	Rate per cwt:		
D) Storage Pick-up or Delivery Charge:	Weight:	lbs.	Rate per cwt:		
Proposed Cost of Services		Packing Charges			Proposed Charges
Description	Cubic Ft.	Quantity	Pack Labor	Unpack Labor	Material
Carton	1.5				
Carton	3.0				
Carton	4.5				
Dishpack	5.0				
Carton	6.0				
Wardrobe	10.0				
Crib					
Twin					
Full					
King/Queen					
Pic/Mirror					
Tape		n/a		n/a	
Paper		n/a		n/a	
Large Bubble		n/a		n/a	
Small Bubble		n/a		n/a	
5. Packing/Unpacking/Container Charges Total:					\$ 10 612.50
Proposed Cost of Services		Other Charges			Proposed Charges
6. Extra Stop(s)					
7. Excessive Carry Distance	Feet:	Weight:	Rate per cwt:		
8. Flight Carry	No. of flights:	Weight:	Rate per cwt:		
9. Appliances	Appliance Service:	Appliance Unservice:			
10. Bulky articles					
11. Other charges					\$ 17 425.00
12. Third Party Charges					\$ 976.43
Proposed Cost of Services		Valuation			Proposed Charges
13. Basic Value Protection	Maximum liability is \$.60/lb/article regardless of actual value of lost or damaged item(s)				NO CHARGE
14. Full Value Protection	Weight:	lbs @ \$4/lb:	\$ 100 000	x .75/100 =	\$ 750.00
Estimated Costs		Total Nonbinding Charges			\$ 33 523.93
		Total Binding and Guaranteed Charges			
		Total Binding and Not-to-Exceed Charges			
Estimator	Alex Hriz	Date	04/12/2021	Shipper	Date
Notes					
Phase III PACK, MOVE, & UNPACK BOXES					



MOVE ANTIQUE STORE OUT

pg 1 of 3

Little Guys Movers
www.littleguys.com

SERVICE SUMMARY

Name:	Allen Vann Phase III MOVING OF FURNITURE ONLY	Job Id:	1397478
Main Phone:	(910) 386-2605	Version:	1
Alt Phone:		Little Guy:	AHriz
Email:	avann@pendercountync.gov	How They Found Us:	Google
Move Date:			
Packing Date:			
Delivery Date:			
Possible Move Date:	06/14/2021		
Contact Date:	03/29/2021		

Origin:	Antique Store, Burgaw, NC	Long Walk: 0 yards	Default Floor: 1	Elevator: N
Destination:	Pender County Courthouse, 100 S Wright St, Burgaw, NC 28425	Long Walk: 50 yards	Default Floor: 2	Elevator: N

Origin location: Antique Store Address type: Other Default floor: 1

Room: (floor: 1)

Quantity	Name	D.O.Location	Floor
43	bookshelves (includes wooden and metal)	Pender County Courthouse	2
40	file cabinet (Includes green ones)	Pender County Courthouse	2

Notes:

Phase III | MOVE ONLY

2

Guys Movers
tleguys.com

SERVICE SUMMARY

Summary

Quantity	Item	
\$50,000.00	Full Value Protection	
	Number of Guys	6
	Number of Trucks	2
0	Boxes	
	Storage in Transit 0 truck(s)/ 0 night(s)	
	Packing and Materials (0) boxes	
0	Extra Stops	
	Other Charges	
	(1) Days of Transport	
	Gratuity for Crews	



Estimated Cost of Services
Little Guys Movers (910) 239-0320
3948 Market St Wilmington, NC 28403
Certificate No. C-2548 US DOT No. 1931566 Job Id. 1397478



3

Questions about this form or your move? Call the NCUC/Public Staff's Transportation Division at (919)733-7766					
Packing Date	Preferred Move Date	Move Date	Delivery Date		
	06/14/2021				
Shipper info					
Shipper:	Allen Vann Phase III MOVING	Phone: (910) 386-2605	Alt. Phone:	Email: avann@pendercountync.gov	
Origin/Destination Location(s)					
Origin:	(Other): Antique Store - Burgaw, NC /FI.(1)				
Destination:	(Office): Pender County Courthouse - 100 S Wright St, Burgaw, NC 28425 /FI.(2) /LW.50				
IMPORTANT NOTICES					
A. This proposal is for listed items and services only. Additional items and services may result in additional costs.					
B. Carrier and shipper agree that any additional items or services not included in this proposal may be set forth in an addendum executed by the carrier and shipper.					
C. Shipper must choose a level of carrier liability (valuation protection) for the shipment. Options are basic value protection (\$.60/lb/article) and full value protection. See the BROCHURE issued by the NC Utilities Commission explaining these options . If shipper does not choose an option, the shipment defaults to basic value protection at no additional cost to the shipper.					
D. Shipper shall be required to pay for all charges prior to unloading, in cash or by certified check or money order, except as may be otherwise agreed in writing between carrier and shipper.					
E. Nonbinding estimates are subject to "110% rule" (MRT Rule 13). The carrier must, upon request of the shipper, relinquish possession of the shipment upon payment of not more than 110% of the estimated charges and shall defer demand for the payment of the balance of any remaining charges for a period of thirty (30) days following the date of delivery.					
TYPE OF ESTIMATE (See Important Notices Above).					
XX Proposed charges set forth below are NONBINDING for the items listed. Actual charge shall be determined after all services have been completed.					
Proposed charges set forth below are BINDING AND GUARANTEED for the items listed for _____ days.					
Proposed charges set forth below are BINDING AND NOT-TO-EXCEED for the items listed for _____ days. Actual charges shall be determined after all services have been completed but shall not exceed the amount shown below under "total binding and Not-to-Exceed Charges"					
Proposed Cost of Services		Transportation Cost			Proposed Charges
1. Weight and distance (MRT, Sec. 3)	Miles:	Est. Weight:	lbs.	Moving at:	/cwt.
2. Hourly rated (MRT, Sec. 2)	Vans: 2 Men: 6	Hours: 6.25	Rate per Hour:	\$ 360.00	\$ 2 250.00
3. TRAVEL TIME-- 1 hour for each 50 miles or fraction thereof		Hours: 0.68	Rate per Hour:	\$ 365.50	\$ 250.00
Proposed Cost of Services		Storage In Transit			Proposed Charges
4. A) Storage:	Weight:	lbs.	Rate/Month:	No. of Months:	
B) Extended Valuation:	15% of Full Value Protection (does not apply to Basic Value Protection)				
C) Warehouse Handling:	Weight:	lbs.	Rate per cwt:		
D) Storage Pick-up or Delivery Charge:	Weight:	lbs.	Rate per cwt:		
Proposed Cost of Services		Packing Charges			Proposed Charges
Description	Cubic Ft.	Quantity	Pack Labor	Unpack Labor	Material
Carton	1.5				
Carton	3.0				
Carton	4.5				
Dishpack	5.0				
Carton	6.0				
Wardrobe	10.0				
Crib					
Twin					
Full					
King/Queen					
Pic/Mirror					
Tape		n/a		n/a	
Paper		n/a		n/a	
Large Bubble		n/a		n/a	
Small Bubble		n/a		n/a	
5. Packing/Unpacking/Container Charges Total:					
Proposed Cost of Services		Other Charges			Proposed Charges
6. Extra Stop(s)					
7. Excessive Carry Distance	Feet:	Weight:	Rate per cwt:		
8. Flight Carry	No. of flights:	Weight:	Rate per cwt:		
9. Appliances	Appliance Service:	Appliance Unservice:			
10. Bulky articles					
11. Other charges					\$ 3 250.00
12. Third Party Charges					\$ 183.75
Proposed Cost of Services		Valuation			Proposed Charges
13. Basic Value Protection	Maximum liability is \$.60/lb/article regardless of actual value of lost or damaged item(s)				NO CHARGE
14. Full Value Protection	Weight:	lbs @ \$4/lb:	\$ 50 000	x .75/100 =	\$ 375.00
Estimated Costs		Total Nonbinding Charges			\$ 6 308.75
		Total Binding and Guaranteed Charges			
		Total Binding and Not-to-Exceed Charges			
Estimator	Alex Hriz	Date	04/12/2021	Shipper	Date
Notes					
Phase III MOVE ONLY					

Two Men and a Truck - Moving Quotes

TWO MEN AND A TRUCK

Pender Count Courthouse Moving estimate – Summer 2021

If there are any questions about the estimate, please direct them to Trevor Mohlenhoff at trevor.mohlenhoff@twomen.com or 910.409.4120

All of our moves are based on an hourly rate that is billed in 15-minute increments. All estimates are non-binding and do not have a "Not to Exceed Clause". Material costs will only be billed as what items are being used. Simply put, you will only be billed for the time that is used and the material that is used.

Two Men and a Truck hourly rates:

3 men 1 truck - \$169 per hour

4 men 1 truck - \$199 per hour

4 men 2 trucks - \$278 per hour

5 men 2 trucks - \$308 per hour

*Please also note that time start for the movers each day when they leave our warehouse and ends when they get back to the warehouse each day. The Two Men and a Truck Warehouse is located at 3861 Hwy 421 N. Wilmington NC 28401

Biberstein Annex(Temporary Clerk of Courts office) and Dees Drug Store(Temporary Courtroom) to Courthouse

5 men 2 trucks for an estimated 30 hours at \$308 per hour - \$9,240

Material costs for packing office supplies - \$500

Total estimated cost of \$9,740

Packing, moving and unpacking of Biberstein Files

4 men 1 truck for an estimated 35-45 hours at \$199 per hour - \$6,965-\$8,955

Material costs - \$2,800.00

Total estimated cost of \$9,765-\$11,755

*Please note the crew size and amount of time can vary depending on the availability of the Clerk's office in labeling boxes and helping with putting files back on the shelves.

Owens Leased Office Space (Temporary DA's Office) to Biberstein Annex

4 men 1 truck for an estimated 10-12 hours at \$199 per hour to move office furniture- \$1,990-\$2,399

Owens Leased Office Space (Temporary DA's Office) file box move to Biberstein Annex

4 men 1 truck for an estimated 2-3 hours at \$199 per hour to move file boxes - \$398-\$597

Antique Store (Temporary Clerk of the Courts File Storage) to Courthouse – moving file cabinets and shelves

5 men 2 trucks for an estimated 13-15 hours at \$308 per hour - \$4,004-\$4,620

Antique Store (Temporary Clerk of the Courts File Storage) to Courthouse - packing, moving and unpacking of files

5 men 2 trucks for an estimated 70-80 hours at \$308 per hour to pack, move, and unpack - \$21,560-\$24,640

Material costs for packing files - \$4,000

Total estimated cost of \$25,560-\$28,640

*Please note the crew size and amount of time can vary depending on the availability of the Clerk's office in labeling boxes and helping with putting files back on the shelves.

**There is a possibility that we could reuse the file boxes on the Biberstein move for the Antique Store. This would then bring the material cost to a lower amount for the Antique store portion of the move

The Contents Team - Moving Quotes



THE CONTENTS TEAM

1329 Management Way
Garner, NC 27529
Office- 1-877-482-8886
Fax 919-277-8887
www.thecontentsteam.com

Phase 1 (Pack, move, unpack
of Boxed Files)

Pg. 1 of 3

\$9,529.07

Client: Pender County- boxes
Business: 100 South Wright St.
Burgaw, NC 28425

Operator: JULIE

Estimator: Julie Veasey
Business: 1329 Management Way
Garner, NC 27529

Business: (919) 710-0009

Type of Estimate: Hurricane
Date Entered: 4/15/2021
Date Est. Completed: 4/15/2021
Date Assigned:
Date Job Completed:

Price List: NCW18X_APR21
Labor Efficiency: Restoration/Service/Remodel
Estimate: 21-0055-PHASE1

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS, AND LIMITS OF YOUR POLICY.

This is a preliminary estimate! Additional charges to the estimate may be required for the actual repair. We acknowledge that in THE CONTENTS TEAM'S attempt to restore items that were damaged by fire, smoke, water, wind, vandalism, or other traumatic occurrences, there is no guarantee that in all circumstances items can be restored to their original condition prior to the loss. In the case of items made of or covered with fabric, there may be shrinkage, fugitive colors, fabric separation, changes in texture, and other conditions that cannot reasonably be anticipated prior to cleaning. In the event that these items cannot be restored to the original conditions, normal recourse is to file an additional damage claim under the appropriate insurance policy provisions. This damage report is based on our inspection and does not cover additional materials or labor that may be required after work has begun. After the work has started, damaged materials that were not evident on the first inspection may be discovered. This estimate is for immediate acceptance.



THE CONTENTS TEAM

1329 Management Way
 Garner, NC 27529
 Office- 1-877-482-8886
 Fax 919-277-8887
 www.thecontentsteam.com

21-0055-PHASE1

Pack Out

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Inventory, Packing, Boxing, and Moving charge - per hour	104.00 HR	0.00	34.80	0.00	3,619.20
Boxing up the papers and label them. Load onto the truck.					
2. Contents Evaluation and/or Supervisor/Admin - per hour	17.00 HR	0.00	48.42	0.00	823.14
3. Provide box, packing paper & tape - small size	192.00 EA	0.00	2.45	0.00	470.40
4. Moving van (21'-27') and equipment - per day	1.00 EA	0.00	173.99	0.00	173.99
Totals: Pack Out				0.00	5,086.73

Pack In

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
5. Inventory, Packing, Boxing, and Moving charge - per hour	104.00 HR	0.00	34.80	0.00	3,619.20
Move into the courthouse and unpacking all boxes					
6. Contents Evaluation and/or Supervisor/Admin - per hour	17.00 HR	0.00	48.42	0.00	823.14
Totals: Pack In				0.00	4,442.34
Line Item Totals: 21-0055-PHASE1				0.00	9,529.07

3



THE CONTENTS TEAM

1329 Management Way
Garner, NC 27529
Office- 1-877-482-8886
Fax 919-277-8887
www.thecontentsteam.com

Summary

Line Item Total	9,529.07
Replacement Cost Value	\$9,529.07
Net Claim	\$9,529.07

Julie Veasey



THE CONTENTS TEAM

1329 Management Way
Garner, NC 27529
Office- 1-877-482-8886
Fax 919-277-8887
www.thecontentsteam.com

Phase 1 (move Furniture)

pg. 1 of 3
\$12,096.87

Client: Pender County- clerks
Business: 100 South Wright St.
Burgaw, NC 28425

Operator: JULIE

Estimator: Julie Veasey
Business: 1329 Management Way
Garner, NC 27529

Business: (919) 710-0009

Type of Estimate: Hurricane
Date Entered: 4/15/2021
Date Est. Completed: 4/15/2021
Date Assigned:
Date Job Completed:

Price List: NCWI8X_APR21
Labor Efficiency: Restoration/Service/Remodel
Estimate: 21-0055-PHASE1MOVE

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS, AND LIMITS OF YOUR POLICY. We acknowledge that in THE CONTENTS TEAM'S attempt to restore items that were damaged by fire, smoke, water, wind, vandalism, or other traumatic occurrences, there is no guarantee that in all circumstances items can be restored to their original condition prior to the loss. In the case of items made of or covered with fabric, there may be shrinkage, fugitive colors, fabric separation, changes in texture, and other conditions that cannot reasonably be anticipated prior to cleaning. In the event that these items cannot be restored to the original conditions, normal recourse is to file an additional damage claim under the appropriate insurance policy provisions. This damage report is based on our inspection and does not cover additional materials or labor that may be required after work has begun. After the work has started, damaged materials that were not evident on the first inspection may be discovered. This estimate is for immediate acceptance.



THE CONTENTS TEAM

1329 Management Way
 Garner, NC 27529
 Office- 1-877-482-8886
 Fax 919-277-8887
 www.thecontentsteam.com

21-0055-PHASE1MOVE

Pack Out

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Inventory, Packing, Boxing, and Moving charge - per hour	162.00 HR	0.00	34.80	0.00	5,637.60
Disassemble the desk, remove the file drawers out of the cabinet. Load up the boxes and all furniture onto the truck.					
2. Contents Evaluation and/or Supervisor/Admin - per hour	27.00 HR	0.00	48.42	0.00	1,307.34
3. Moving van (21'-27') and equipment - per day	3.00 EA	0.00	173.99	0.00	521.97
Totals: Pack Out				0.00	7,466.91

Pack In

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
4. Inventory, Packing, Boxing, and Moving charge - per hour	108.00 HR	0.00	34.80	0.00	3,758.40
Move to the court house. Place all items back to original spot, reassemble the desk.					
5. Contents Evaluation and/or Supervisor/Admin - per hour	18.00 HR	0.00	48.42	0.00	871.56
Totals: Pack In				0.00	4,629.96
Line Item Totals: 21-0055-PHASE1MOVE				0.00	12,096.87

3



THE CONTENTS TEAM

1329 Management Way
Garner, NC 27529
Office- 1-877-482-8886
Fax 919-277-8887
www.thecontentsteam.com

Summary

Line Item Total	12,096.87
Replacement Cost Value	\$12,096.87
Net Claim	\$12,096.87

Julie Veasey



THE CONTENTS TEAM

1329 Management Way
Garner, NC 27529
Office- 1-877-482-8886
Fax 919-277-8887
www.thecontentsteam.com

Phase 2 (move boxed files)
pg 1 of 3

\$989.69

Client: Pender County- HWY117
Business: 100 South Wright St.
Burgaw, NC 28425

Operator: JULIE

Estimator: Julie Veasey
Business: 1329 Management Way
Garner, NC 27529

Business: (919) 710-0009

Type of Estimate: Hurricane
Date Entered: 4/15/2021
Date Est. Completed: 4/15/2021
Date Assigned:
Date Job Completed:

Price List: NCW18X_APR21
Labor Efficiency: Restoration/Service/Remodel
Estimate: 21-0055-PHASE2

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS, AND LIMITS OF YOUR POLICY.

This is a preliminary estimate! Additional charges to the estimate may be required for the actual repair. We acknowledge that in THE CONTENTS TEAM'S attempt to restore items that were damaged by fire, smoke, water, wind, vandalism, or other traumatic occurrences, there is no guarantee that in all circumstances items can be restored to their original condition prior to the loss. In the case of items made of or covered with fabric, there may be shrinkage, fugitive colors, fabric separation, changes in texture, and other conditions that cannot reasonably be anticipated prior to cleaning. In the event that these items cannot be restored to the original conditions, normal recourse is to file an additional damage claim under the appropriate insurance policy provisions. This damage report is based on our inspection and does not cover additional materials or labor that may be required after work has begun. After the work has started, damaged materials that were not evident on the first inspection may be discovered. This estimate is for immediate acceptance.

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THE CONTENTS TEAM

1329 Management Way
 Garner, NC 27529
 Office- 1-877-482-8886
 Fax 919-277-8887
 www.thecontentsteam.com

21-0055-PHASE2

Pack Out

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Inventory, Packing, Boxing, and Moving charge - per hour	5.00 HR	0.00	34.80	0.00	174.00
2. Contents Evaluation and/or Supervisor/Admin - per hour	5.00 HR	0.00	48.42	0.00	242.10
3. Moving van (16'-20') and equipment - per day	1.00 EA	0.00	157.49	0.00	157.49
Totals: Pack Out				0.00	573.59

Pack In

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
4. Inventory, Packing, Boxing, and Moving charge - per hour	5.00 HR	0.00	34.80	0.00	174.00
5. Contents Evaluation and/or Supervisor/Admin - per hour	5.00 HR	0.00	48.42	0.00	242.10
Totals: Pack In				0.00	416.10
Line Item Totals: 21-0055-PHASE2				0.00	989.69

3



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Office- 1-877-482-8886
Fax 919-277-8887
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Summary

Line Item Total	989.69
Replacement Cost Value	\$989.69
Net Claim	\$989.69

Julie Veasey

Phase 2 (move furniture) pg 1 of 3
\$3775.07



THE CONTENTS TEAM

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Garner, NC 27529
Office- 1-877-482-8886
Fax 919-277-8887
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Client: Pender County- HWY117
Business: 100 South Wright St.
Burgaw, NC 28425

Operator: JULIE

Estimator: Julie Veasey
Business: 1329 Management Way
Garner, NC 27529

Business: (919) 710-0009

Type of Estimate: Hurricane
Date Entered: 4/15/2021 Date Assigned:
Date Est. Completed: 4/15/2021 Date Job Completed:

Price List: NCW18X_APR21
Labor Efficiency: Restoration/Service/Remodel
Estimate: 21-0055-PHASE2MOVE

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21-0055-PHASE2MOVE

Pack Out

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Inventory, Packing, Boxing, and Moving charge - per hour	42.00 HR	0.00	34.80	0.00	1,461.60
2. Contents Evaluation and/or Supervisor/Admin - per hour	7.00 HR	0.00	48.42	0.00	338.94
3. Moving van (21'-27') and equipment - per day	1.00 EA	0.00	173.99	0.00	173.99
Totals: Pack Out				0.00	1,974.53

Pack In

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
4. Inventory, Packing, Boxing, and Moving charge - per hour	42.00 HR	0.00	34.80	0.00	1,461.60
5. Contents Evaluation and/or Supervisor/Admin - per hour	7.00 HR	0.00	48.42	0.00	338.94
Totals: Pack In				0.00	1,800.54
Line Item Totals: 21-0055-PHASE2MOVE				0.00	3,775.07

**THE CONTENTS TEAM**

1329 Management Way
Garner, NC 27529
Office- 1-877-482-8886
Fax 919-277-8887
www.thecontentsteam.com

Summary

Line Item Total	3,775.07
Replacement Cost Value	\$3,775.07
Net Claim	\$3,775.07

Julie Veasey

Phase 3- (Pack, move, unpack Files Boxes)

\$ 26,012.22



THE CONTENTS TEAM

1329 Management Way
Garner, NC 27529
Office- 1-877-482-8886
Fax 919-277-8887
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Pg 1 of 3

Client: Pender County- boxes
Business: 100 South Wright St.
Burgaw, NC 28425

Operator: JULIE

Estimator: Julie Veasey
Business: 1329 Management Way
Garner, NC 27529

Business: (919) 710-0009

Type of Estimate: Hurricane
Date Entered: 4/15/2021
Date Est. Completed: 4/15/2021
Date Assigned:
Date Job Completed:

Price List: NCW18X_APR21
Labor Efficiency: Restoration/Service/Remodel
Estimate: 21-0055-PHASE3

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21-0055-PHASE3

Pack Out

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Inventory, Packing, Boxing, and Moving charge - per hour	315.00 HR	0.00	34.80	0.00	10,962.00
Box up files and label the boxes.					
2. Contents Evaluation and/or Supervisor/Admin - per hour	45.00 HR	0.00	48.42	0.00	2,178.90
3. Provide box, packing paper & tape - medium size	80.00 EA	0.00	3.37	0.00	269.60
4. Provide box, packing paper & tape - small size	1,364.00 EA	0.00	2.45	0.00	3,341.80
Totals: Pack Out				0.00	16,752.30

Pack In

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
5. Inventory, Packing, Boxing, and Moving charge - per hour	216.00 HR	0.00	34.80	0.00	7,516.80
6. Contents Evaluation and/or Supervisor/Admin - per hour	36.00 HR	0.00	48.42	0.00	1,743.12
Totals: Pack In				0.00	9,259.92
Line Item Totals: 21-0055-PHASE3				0.00	26,012.22

3



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1329 Management Way
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Fax 919-277-8887
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Summary

Line Item Total	26,012.22
Replacement Cost Value	\$26,012.22
Net Claim	\$26,012.22

Julie Veasey

Phase 3 - (move Furniture)



THE CONTENTS TEAM

\$19,389.79

1329 Management Way
Garner, NC 27529
Office- 1-877-482-8886
Fax 919-277-8887
www.thecontentsteam.com

pg 1 of 3

Client: Pender County- antique
Business: 100 South Wright St.
Burgaw, NC 28425

Operator: JULIE

Estimator: Julie Veasey
Business: 1329 Management Way
Garner, NC 27529

Business: (919) 710-0009

Type of Estimate: Hurricane
Date Entered: 4/15/2021
Date Est. Completed: 4/15/2021

Date Assigned:
Date Job Completed:

Price List: NCW18X_APR21
Labor Efficiency: Restoration/Service/Remodel
Estimate: 21-0055-PHASE3MOVE

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2



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 Fax 919-277-8887
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21-0055-PHASE3MOVE

Pack Out

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Inventory, Packing, Boxing, and Moving charge - per hour	270.00 HR	0.00	34.80	0.00	9,396.00
To disassemble the shelves and take out the file drawers to move the cabinets. Load all boxes, file drawers, cabinets and shelves onto the truck					
2. Contents Evaluation and/or Supervisor/Admin - per hour	45.00 HR	0.00	48.42	0.00	2,178.90
3. Moving van (21'-27') and equipment - per day	5.00 EA	0.00	173.99	0.00	869.95
Totals: Pack Out				0.00	12,444.85

Pack In

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
4. Inventory, Packing, Boxing, and Moving charge - per hour	162.00 HR	0.00	34.80	0.00	5,637.60
Move all boxes and the cabinets in place and put the drawers back inside. Move the shelves in place and reassemble.					
5. Contents Evaluation and/or Supervisor/Admin - per hour	27.00 HR	0.00	48.42	0.00	1,307.34
Totals: Pack In				0.00	6,944.94
Line Item Totals: 21-0055-PHASE3MOVE				0.00	19,389.79

3



THE CONTENTS TEAM

1329 Management Way
Garner, NC 27529
Office- 1-877-482-8886
Fax 919-277-8887
www.thecontentsteam.com

Summary

Line Item Total	19,389.79
Replacement Cost Value	\$19,389.79
Net Claim	\$19,389.79

Julie Veasey

PENDER COUNTY CLOSED SESSION MOTION

All boards, agencies or public bodies in meetings of two or more members covered by the Open Meetings Law in Pender County shall utilize the following procedure for entering a "Closed Session."

MOTION

_____, (member of the governing body) moves to enter closed session pursuant to G.S. 143-318.11: (select one or more of the following grounds):

1. To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or is not considered a public record within the meaning of Chapter 132 of the General Statutes.
2. To prevent the disclosure of information that is of an honorary degree, scholarship, prize, or similar award.
3. To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
4. To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.
5. To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.
6. To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy matters may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.
7. To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
8. To formulate plans by a local board of education relating to emergency response to incidents of school violence.
9. To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.

VOTES FOR: _____ VOTES AGAINST: _____

Attested: _____ Date: _____