



Pender County

Agenda

**Board of County Commissioners Meeting
Monday, November 7, 2022 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC**

		Presenter	Page
1.	CALL TO ORDER		
2.	INVOCATION		
3.	PLEDGE OF ALLEGIANCE		
4.	ADOPTION OF AGENDA		
5.	PUBLIC HEARING		
6.	PUBLIC INFORMATION		
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7.	PUBLIC COMMENT		
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8.3.	Approval of Road Additions Petition for NC DOT DOT Petition - Pdf	Tera Cline	21 - 24
8.4.	Approval of BOCC Meeting Minutes October 17, 2022 BOCC Meeting Minutes October 17, 2022 - Pdf	Tera Cline	25 - 37
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8.9.	Approval of Surplus Property Advertisement for Auction - King's Estates 2277-87-5471-0000 King Estates - Pdf	Meg Blue	69 - 75
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18.	SOCIAL SERVICES BOARD		

19. ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS
20. CLOSED SESSION (IF APPLICABLE).
21. ADJOURNMENT



Pender County Novant Health Pender Medical Center Update

TO: Board of County Commissioners

FROM: Shelbourn Stevens, President of New Hanover Regional Medical Center
and President of Novant Health's Coastal Market Ruth Glaser, President
and COO, Novant Health Pender Medical Center

DATE: November 7, 2022

SUBJECT: Novant Health Pender Medical Center Update



Pender County
A request for an On-Call Child Welfare
and Adult Services Supervisor part-time
position

TO:

FROM: Wes Stewart

DATE: November 7, 2022

SUBJECT: Approval of an On-Call Child Welfare and Adult Services Supervisor
part-time position

SUMMARY:

County child welfare agencies must receive, and screen all reports of abuse, neglect, or dependency, regardless of residency. Each county child welfare services agency must have written procedures for receiving CPS reports and for providing supervisory decision-making 24 hours a day. Pender County DSS currently has five child welfare supervisors that provide coverage Monday-Friday from 8-5 to their individual assigned units. In addition, on a weekly rotational schedule, the same supervisors also provide overnight and weekend coverage in addition to weekly daytime coverage. Relieving this responsibility would benefit our organization as evidenced by the supervisor's ability to regain the capacity to do their day jobs well, not experience burnout, compassion fatigue and secondary traumatic stress.

The cost of this position will be \$10,436.00 annually with no organizational benefits, overhead or expenditures. A county cell phone and laptop with access to all mandated state systems as well as Laserfiche would be provided to the hired employee.

Proposed position name: Weekend, On-Call Child Welfare and Adult Services Supervisor

Company Name: Pender County DSS

Reporting to: Social Work Program Manager, Aimee Watson-Green

Proposed by: Social Work Program Manager, Aimee Watson-Green
awatsongreen@pendercountync.gov

Submitted to: Pender County DSS Director, Wes Stewart wstewart@pendercountync.gov

Date Submitted: September 22,2022

Why is this position necessary? County child welfare agencies must receive, and screen all reports of abuse, neglect, or dependency, regardless of residency. Each county child welfare services agency must have written procedures for receiving CPS reports and for providing supervisory decision-making 24 hours a day. Pender County DSS currently has five child welfare supervisors that provide coverage Monday-Friday from 8-5 to their individual assigned units. In addition, on a weekly rotational schedule, the same supervisors also provide overnight and weekend coverage in addition to weekly daytime coverage.

Being on call 24/7, not being able to detach from the workplace leads to stress from an unpredictable schedule, issues with job performance (not being able to be on time for Monday-Friday shift) and morale issues as well as health related problems. Supervisors must make arrangement for childcare, elder care, and transportation ahead of time. Supervisors are not able to travel, pursue additional education or training or effectively plan events outside of work due to the unpredictable nature of child welfare and adult protective services. A supervisor's stress level and well-being directly affect their work performance. Satisfied employees are more able to meet the functions of our organization. Supervisors experiencing work related stress surrounding on-call scheduling can significantly increase the risk of heart attack, weight issues, depression and sometimes substance abuse. All of the aforementioned issues directly affect our organization's productivity and attendance. Workplace stress directly affects healthcare cost and the number of missed workdays.

How will Pender DSS benefit? Providing supervisory decision-making 24 hours a day. Pender County DSS currently has five child welfare supervisors that provide coverage Monday-Friday from 8-5 to their individual assigned units. In addition, on a weekly rotational schedule, the same supervisors also provide overnight and weekend coverage in addition to weekly daytime coverage.

Our agency would benefit by lifting the 24/7 supervisory coverage responsibility from the five, Monday-Friday Child Welfare Supervisors. Affording the current five supervisors the opportunity to have weekends off, detach from work related electronics/activities and achieve an appropriate work/life balance. Relieving this responsibility would benefit our organization as evidenced by the supervisor's ability to regain the capacity to do their day jobs well, not experience burnout, compassion fatigue and secondary traumatic stress.

Investing in supervisory quality will help our agency protect itself from high turnover. Staff consistency matters to the children and families we serve as well as our adult disabled population. When supervisors leave, our agency has to spend more money on recruiting, hiring, and onboarding their replacements, during this process, families suffer.

Investing in the quality and capacity of child welfare supervisors is one of the most important strategic steps our agency can take. Supervisor satisfaction affects not only the quality and effectiveness of casework staff in their work with vulnerable children and families, but they influence staff retention and organizational climate and culture as well.

Investing in one, part-time weekend supervisor to provide supervisory oversight would greatly enhance the quality of supervision for our agency, community partners and all those we are entrusted to serve.



weekend on-call
supervisor position de

Job Description:

Financial projections/salary range: The cost of this position will be \$10,436.00 annually with no organizational benefits, overhead or expenditures. A county cell phone and laptop with access to all mandated state systems as well as Laserfiche would be provided to the employee.

Listing Qualifications: Master's Degree from an accredited school of social work and one year of social work or counseling experience; or a bachelor's degree in social work from an accredited school of social work and two years of social work or counseling experience; or a master's degree in a counseling field and two years of social work; or a four-year degree in a human service field or related curriculum including at least 15 hours in courses related to social work or counseling.

COUNTY OF PENDER

1. Present Classification Title of Position:	7. N/A
2. Usual Working Title of Position: part -time weekend on-call social work supervisor	8. Dept. University, Commission, or Agency Pender County Department Social Services
3. Requested Classification of Position:	9. Institution & Division: Pender County Department of Social Services
4. Name of Immediate Supervisor: Aimee Watson-Green	10. Section and Unit:
5. Supervisor's Position and Title: Social Work Program Manager	11. Street Address, City and County: 810 S. Walker St., Burgaw, Pender
6. Name of Employee:	12. Location of Workplace, Bldg., and Room No. Pender County DSS Building

I. A. PRIMARY PURPOSE OF THE ORGANIZATION UNIT:

The Pender County Department of Social Services operate under legal mandates to administer social services programs at the county level under federal and state law according to state plan under the direction of Health and Human Services Director, Social Services Director, and Pender County Commissioners.

The basic goals are:

1. to administer public assistance programs
2. to administer funds for the needy persons according to approved policies
3. to promote safety and well-being of children and families
4. to investigate adoption applicants and supervise adoption placements
5. to supervise rest homes and homes for the aged and infirmed
6. to investigate reports of child abuse and appropriately protect children
7. to establish collaborative relationships with other agencies to develop resources enabling the provision of more efficient services to clients
8. to investigate reports of adult abuse and appropriately protect adults
9. to enforce child support claims in order to protect abandon families
10. to provide therapeutic services to adjudicated juvenile delinquents
11. to reduce the ill effects of poverty

Provide services for children and families where child abuse, neglect and/or dependency has occurred which include family/investigative assessments and services for families that are statutorily required. Provide screening of adult services reports and assign appropriate timeframes per NC DAAS Adult Services Policy. Oversee initial NC Safety Assessments for child welfare initiations to ensure that children can remain safely in their home of origin or oversee and approve the completion of appropriate Temporary Safety Provider Placement Paperwork and interviews (to include all required/checks/exc.), with the family's consent. Make a two-level social work decision with agency Program Manager to assume custody if needed, prior to reaching out to agency attorney.

B. PRIMARY PURPOSE OF POSITION:

The Pender County DSS centralized intake unit provides (24/7) service delivery for both child welfare and adult services reports. Coverage of intake is mandated 24/7. This position provides continuity and on-going mandated coverage for intake callers. This position is responsible for assessing the safety of children, intervening to protect children from harm, strengthening the abilities of families to protect their children from harm, and to provide reunification or an alternative safe placement for children. This position supervises the on-call, after hours emergency duty social workers from Friday 5pm-Monday at 8am. The position provides two level supervisory screening and approval for both child welfare and adult services intake reports. This position provides supervisory direction to the on-call social worker for any case needing case directives.

C. WORK SCHEDULE:

This position is required to work Friday, 5:00 p.m. to Monday, 8:00am. This position is a part-time after hours, on-call position. Employee must work shelters during emergencies or disasters.

D. CHANGE IN RESPONSIBILITIES OR ORGANIZATIONAL RELATIONSHIP:

This position will be responsible for providing two level supervision for all reports received from both child welfare and adult services, as well as case direction, to the Pender County DSS on-call emergency duty social workers Friday from 5pm through Monday at 8am. Supervisor is responsible for resolving interagency problems, and ensuring that timely, quality customer service is provided. Supervisor is responsible for providing fact-based information, timely to higher level management on administrative and personnel issues on an as needed basis. Reviews, screens, and monitors all protective services reports using the NC screening tools by assessing abuse/neglect/dependency and adhering to the time frames associated with each, per state standards for 100% accuracy. Assigns courtesy request from other counties. Ensures proper notifications are sent to reporters/law enforcement. Ensures checks are completed timely by the on-call social workers. Research and provide case history for other counties seeking assistance. Assure all reports are error free and convey the information received is provided. Review, assign and process after hours protective services reports, and also adult services reports or adult services outreach reports. Ensure timeframes for initiations are met as outlined in state policy for both child welfare and adult services policy.

II. A. DESCRIPTION OF RESPONSIBILITIES AND DUTIES:

100% Plans, organizes, and directs the work of agency on-call social workers providing the most advanced or complex casework within protective services. Refers problems to other agency staff, evaluates the effectiveness of policies and procedures; talks with other county DSS agency supervisors for jurisdiction and/or conflict of interest (COI) concerns; evaluates the performance of personnel and takes or recommends appropriate courses of action; prepares reports; and does other duties as required.

B. OTHER POSITION CHARACTERISTICS:

1. Accuracy Required in Work:

Highly accurate work is required to manage federal, state, and local resources (equipment, facilities, and money) and to ensure the application and oversight of policy driven practice within child welfare and adult services screening of reports and application of service delivery.

2. Consequence of Error:

The elderly, vulnerable and those in need of protection could continue to be harmed/exploited. A child fatality could occur. Loss of funding could also occur.

3. Instructions Provided to Employee:

Work interdependently, while relying on experience gained from years of involvement with department services and knowledge of federal, state, and local regulatory guidelines.

4. Guides, Regulations, Policies and References Used by Employee:

Must be familiar with and knowledgeable about a multitude of guidelines from federal, local, and state programs and understand internal procedures for NC DAAS/Pender County Adult Services Provision and NC DHHS DSS /Pender County Child Welfare service provision.

5. Supervision Received by Employee:

Work interdependently. Supervision is provided by the Social Work Program Manager.

6. Variety and Purpose of Personal Contacts:

- a. Department Employees- Financial management procedures within DSS, staffing & review issues.
 - b. County Finance Officer, County Manager, Health & Human Services Director- to discuss and coordinating appropriate ways to handle fiscal matters locally. Also, in budget preparation meetings.
 - c. County Department Heads- in meetings at local levels, provide information concerning DSS programs, if necessary, or in matters related to other departments and DSS.
 - d. State and Regional Consultants- to discuss budgetary guidance concerning state programs.
 - e. Other DSS Personnel- at meetings, workshops, Division of Social Services Regional Meetings.
 - f. Other administrative personnel from other counties through state organization or workshops.
 - g. County Commissioners and general public
-

7. Physical Effort: Minimum physical effort other than skill in use of office equipment.

8. Work Environmental and Condition:

The Department of Social Services is a one-story building with central heat and air. Offices and restrooms are easily accessible.

9. Machines, Tools, Instruments, Equipment and Materials Used:

Variety of computer systems and software (PC and State Network), Laserfiche, calculator, high speed copy machines, FAX machine, audiovisual equipment, multi-line telephone system, postal equipment, dictionary, NC DAAS, and NC DHHS DSS Child Welfare policy and procedure manuals.

10. Visual Attention, Mental Concentration and Manipulative Skills:

Mental concentration and attention to details are of vital importance. Planning, analyzing, conferring, all take skill. Manipulative skill in use of computer and laptop, continual. Ability to maintain concentration and accuracy despite constant interruptions is required. Also, must be able to jump for one problem or program to another with little or no time between.

11. Safety for Others:

Participate in and facilitate trainings as appropriate.

12. Dynamics of Work:

Changes in staffing ratio, absence of adult services supervisor and assigned child welfare supervisor on the weekend. Changes in fiscal policies, changes in both adult services policies and child welfare policies on use of funds can impact greatly on this position. Deadlines for use of funds, preparing budgets, reports, etc., can impact greatly on this position. The work can be stressful and emotional for both the supervisor and the staff they supervise.

III. KNOWLEDGE, SKILLS & ABILITIES AND TRAINING & EXPERIENCE REQUIREMENTS:

A. Knowledges, Skills and Abilities:

Ability to plan, supervise, and instruct subordinate personnel in record keeping and other technical work. Considerable knowledge of office techniques. Ability to practice effective communication techniques both orally and in writing. Considerable knowledge of effective supervisory practice and ability to plan and direct the work of others. Skill in organizing workflow and coordinating and prioritizing work activities. Knowledge and understanding of NC General Statutes for Child Welfare Services and also NC General Statutes for Adult Services service provision. Possess strong supervisory skills as well as the ability to instruct, organize and direct staff. Must be able to assess information and make independent decisions on assigned program areas. Must be a proactive and positive team player and have the ability to multitask and empower staff to make decisions. Familiar with social work principles of client respect, techniques, practices, individuality, confidentiality, and empowerment. Considerable knowledge of a wide range of medical, behavioral, and/or psychosocial problems and their treatment theory. Able to establish rapport with a variety of individuals and have a variety of techniques for intervening in complex situations. Able to assess a client's needs and assist clients in developing suitable strategies to implement change. Must be able to communicate effectively with people of varying backgrounds and establish working relationships with other employees, supervisors, and agencies as well as the public. Good people skills, a positive outlook, patience, and maturity. Knowledge of governmental agencies, and the local community.

B.

1. Required Minimum Training:

Master's degree from an accredited school of social work and one year of social work or counseling experience; or a bachelor's degree in social work from an accredited school of social work and two years of social work or counseling experience; or a master's degree in a counseling field and two years of social work or counseling; or a four-year degree in human services field or related curriculum including at least 15 semester hours in courses related to social work or counseling.

2. Additional Training/Experience:

Workshops on local policies and procedures, state contract system and other state and federal policies and procedures. Completion of pre-service for NC DHHS DSS Child Welfare Services. Maintain 24 hours of Division required training, annually and any required Adult Services Training provided.

3. Equivalent Training and Experience:

Child Welfare and/or adult services Intake screening worker as well as supervisory oversight to either program area.

C. License or Certification Required by Statute or Regulation:
N/A

IV. CERTIFICATION: I certify that (a) I am the Immediate Supervisor of this position, that (b) I have provided a complete and accurate description of responsibilities and duties and (c) I have verified (and reconciled as needed) its accuracy and completeness with the employee.

Signature: _____ Title: _____ Date: _____

Employee's Certification: I certify that I have reviewed this position description and that it is a complete and accurate description of my responsibilities and duties.

Signature: _____ Title: _____ Date: _____

Section or Division Manager's Certification: I certify that this position description, completed by the above-named immediate supervisor, is complete and accurate.

Department Head or Authorized Representative's Certification: I certify that this is an authorized, official position description of the subject position.

Signature: _____ Title: _____ Date: _____



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Wes Stewart

DATE: November 7, 2022

SUBJECT: Approval of a Budget Amendment to Increase the Department of Social Services Revenues and Expenditures for Fiscal Year 2022-2023 SNAP ARPA Funding: \$15,635.33

SUMMARY:

We have received additional SNAP ARPA funds from The American Rescue Plan Act of 2021.

100085-461419 \$15,635.33 12-385417 \$15,635.33

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 2022-2023.

			SNAP ARPA Funding to Counties			
			For August services, reimbursed in September 2022		For October services, reimbursed in November 2022	
County	Cases	Case %	Total Portion of Funds	New Revenue	Total Portion of Funds	New Revenue
Alamance	12,708	1.67%	\$ 8,349.88	\$ 4,174.94	\$ 100,198.56	\$ 50,099.28
Alexander	2,352	0.31%	\$ 1,545.40	\$ 772.70	\$ 18,544.78	\$ 9,272.39
Alleghany	818	0.11%	\$ 537.47	\$ 268.74	\$ 6,449.67	\$ 3,224.84
Anson	3,554	0.47%	\$ 2,335.18	\$ 1,167.59	\$ 28,022.17	\$ 14,011.08
Ashe	2,113	0.28%	\$ 1,388.36	\$ 694.18	\$ 16,660.34	\$ 8,330.17
Avery	1,018	0.13%	\$ 668.88	\$ 334.44	\$ 8,026.61	\$ 4,013.30
Beaufort	5,011	0.66%	\$ 3,292.51	\$ 1,646.26	\$ 39,510.15	\$ 19,755.08
Bertie	2,736	0.36%	\$ 1,797.71	\$ 898.85	\$ 21,572.50	\$ 10,786.25
Bladen	4,202	0.55%	\$ 2,760.95	\$ 1,380.48	\$ 33,131.44	\$ 16,565.72
Brunswick	7,540	0.99%	\$ 4,954.21	\$ 2,477.10	\$ 59,450.52	\$ 29,725.26
Buncombe	17,460	2.29%	\$ 11,472.22	\$ 5,736.11	\$ 137,666.58	\$ 68,833.29
Burke	6,502	0.85%	\$ 4,272.18	\$ 2,136.09	\$ 51,266.21	\$ 25,633.11
Cabarrus	11,330	1.49%	\$ 7,444.46	\$ 3,722.23	\$ 89,333.47	\$ 44,666.73
Caldwell	6,983	0.92%	\$ 4,588.23	\$ 2,294.11	\$ 55,058.75	\$ 27,529.37
Camden	467	0.06%	\$ 306.85	\$ 153.42	\$ 3,682.15	\$ 1,841.07
Carteret	3,876	0.51%	\$ 2,546.75	\$ 1,273.38	\$ 30,561.03	\$ 15,280.52
Caswell	2,298	0.30%	\$ 1,509.92	\$ 754.96	\$ 18,119.00	\$ 9,059.50
Catawba	11,596	1.52%	\$ 7,619.23	\$ 3,809.62	\$ 91,430.79	\$ 45,715.40
Chatham	2,638	0.35%	\$ 1,733.32	\$ 866.66	\$ 20,799.80	\$ 10,399.90
Cherokee	2,441	0.32%	\$ 1,603.88	\$ 801.94	\$ 19,246.51	\$ 9,623.26
Chowan	1,521	0.20%	\$ 999.38	\$ 499.69	\$ 11,992.60	\$ 5,996.30
Clay	807	0.11%	\$ 530.24	\$ 265.12	\$ 6,362.94	\$ 3,181.47
Cleveland	11,489	1.51%	\$ 7,548.93	\$ 3,774.46	\$ 90,587.13	\$ 45,293.57
Columbus	6,440	0.85%	\$ 4,231.45	\$ 2,115.72	\$ 50,777.36	\$ 25,388.68
Craven	7,375	0.97%	\$ 4,845.80	\$ 2,422.90	\$ 58,149.54	\$ 29,074.77
Cumberland	38,646	5.08%	\$ 25,392.62	\$ 12,696.31	\$ 304,711.49	\$ 152,355.75
Currituck	978	0.13%	\$ 642.60	\$ 321.30	\$ 7,711.22	\$ 3,855.61
Dare	1,410	0.19%	\$ 926.45	\$ 463.23	\$ 11,117.40	\$ 5,558.70
Davidson	13,037	1.71%	\$ 8,566.05	\$ 4,283.03	\$ 102,792.62	\$ 51,396.31
Davie	2,399	0.32%	\$ 1,576.28	\$ 788.14	\$ 18,915.36	\$ 9,457.68

Duplin	4,468	0.59%	\$ 2,935.73	\$ 1,467.87	\$ 35,228.77	\$ 17,614.38
Durham	19,224	2.53%	\$ 12,631.26	\$ 6,315.63	\$ 151,575.16	\$ 75,787.58
Edgecombe	8,100	1.06%	\$ 5,322.16	\$ 2,661.08	\$ 63,865.94	\$ 31,932.97
Forsyth	29,677	3.90%	\$ 19,499.48	\$ 9,749.74	\$ 233,993.76	\$ 116,996.88
Franklin	4,776	0.63%	\$ 3,138.10	\$ 1,569.05	\$ 37,657.25	\$ 18,828.63
Gaston	19,325	2.54%	\$ 12,697.63	\$ 6,348.81	\$ 152,371.52	\$ 76,185.76
Gates	864	0.11%	\$ 567.70	\$ 283.85	\$ 6,812.37	\$ 3,406.18
Graham	785	0.10%	\$ 515.79	\$ 257.89	\$ 6,189.48	\$ 3,094.74
Granville	3,993	0.52%	\$ 2,623.63	\$ 1,311.81	\$ 31,483.54	\$ 15,741.77
Greene	2,064	0.27%	\$ 1,356.17	\$ 678.08	\$ 16,273.99	\$ 8,136.99
Guilford	47,984	6.31%	\$ 31,528.22	\$ 15,764.11	\$ 378,338.67	\$ 189,169.34
Halifax	8,598	1.13%	\$ 5,649.38	\$ 2,824.69	\$ 67,792.51	\$ 33,896.26
Harnett	9,645	1.27%	\$ 6,337.31	\$ 3,168.66	\$ 76,047.78	\$ 38,023.89
Haywood	4,574	0.60%	\$ 3,005.38	\$ 1,502.69	\$ 36,064.54	\$ 18,032.27
Henderson	5,306	0.70%	\$ 3,486.34	\$ 1,743.17	\$ 41,836.13	\$ 20,918.07
Hertford	3,295	0.43%	\$ 2,165.00	\$ 1,082.50	\$ 25,980.03	\$ 12,990.02
Hoke	4,892	0.64%	\$ 3,214.32	\$ 1,607.16	\$ 38,571.87	\$ 19,285.94
Hyde	523	0.07%	\$ 343.64	\$ 171.82	\$ 4,123.69	\$ 2,061.84
Iredell	6,763	0.89%	\$ 4,443.68	\$ 2,221.84	\$ 53,324.12	\$ 26,662.06
Jackson	2,449	0.32%	\$ 1,609.13	\$ 804.57	\$ 19,309.59	\$ 9,654.80
Johnston	13,470	1.77%	\$ 8,850.56	\$ 4,425.28	\$ 106,206.69	\$ 53,103.35
Jones	1,090	0.14%	\$ 716.19	\$ 358.10	\$ 8,594.31	\$ 4,297.15
Lee	4,501	0.59%	\$ 2,957.41	\$ 1,478.71	\$ 35,488.96	\$ 17,744.48
Lenoir	7,417	0.97%	\$ 4,873.39	\$ 2,436.70	\$ 58,480.70	\$ 29,240.35
Lincoln	5,290	0.70%	\$ 3,475.83	\$ 1,737.92	\$ 41,709.98	\$ 20,854.99
Macon	2,274	0.30%	\$ 1,494.15	\$ 747.07	\$ 17,929.77	\$ 8,964.89
Madison	1,778	0.23%	\$ 1,168.25	\$ 584.12	\$ 14,018.97	\$ 7,009.48
Martin	2,767	0.36%	\$ 1,818.08	\$ 909.04	\$ 21,816.92	\$ 10,908.46
McDowell	4,524	0.59%	\$ 2,972.53	\$ 1,486.26	\$ 35,670.31	\$ 17,835.15
Mecklenburg	67,559	8.88%	\$ 44,390.11	\$ 22,195.06	\$ 532,681.36	\$ 266,340.68
Mitchell	1,335	0.18%	\$ 877.17	\$ 438.59	\$ 10,526.05	\$ 5,263.03
Montgomery	2,075	0.27%	\$ 1,363.39	\$ 681.70	\$ 16,360.72	\$ 8,180.36
Moore	5,148	0.68%	\$ 3,382.53	\$ 1,691.26	\$ 40,590.35	\$ 20,295.18
Nash	9,146	1.20%	\$ 6,009.44	\$ 3,004.72	\$ 72,113.32	\$ 36,056.66

New Hanover	14,561	1.91%	\$	9,567.41	\$	4,783.70	\$	114,808.88	\$	57,404.44
Northampton	2,763	0.36%	\$	1,815.45	\$	907.72	\$	21,785.38	\$	10,892.69
Onslow	10,546	1.39%	\$	6,929.32	\$	3,464.66	\$	83,151.88	\$	41,575.94
Orange	5,685	0.75%	\$	3,735.37	\$	1,867.68	\$	44,824.43	\$	22,412.21
Pamlico	983	0.13%	\$	645.89	\$	322.94	\$	7,750.64	\$	3,875.32
Pasquotank	4,000	0.53%	\$	2,628.23	\$	1,314.11	\$	31,538.74	\$	15,769.37
Pender	3,966	0.52%	\$	2,605.89	\$	1,302.94	\$	31,270.66	\$	15,635.33
Perquimans	1,238	0.16%	\$	813.44	\$	406.72	\$	9,761.24	\$	4,880.62
Person	3,628	0.48%	\$	2,383.80	\$	1,191.90	\$	28,605.63	\$	14,302.82
Pitt	17,944	2.36%	\$	11,790.23	\$	5,895.12	\$	141,482.77	\$	70,741.38
Polk	1,098	0.14%	\$	721.45	\$	360.72	\$	8,657.38	\$	4,328.69
Randolph	10,985	1.44%	\$	7,217.77	\$	3,608.89	\$	86,613.25	\$	43,306.63
Richmond	7,469	0.98%	\$	4,907.56	\$	2,453.78	\$	58,890.70	\$	29,445.35
Robeson	21,601	2.84%	\$	14,193.09	\$	7,096.54	\$	170,317.06	\$	85,158.53
Rockingham	9,119	1.20%	\$	5,991.70	\$	2,995.85	\$	71,900.43	\$	35,950.22
Rowan	10,575	1.39%	\$	6,948.38	\$	3,474.19	\$	83,380.53	\$	41,690.27
Rutherford	7,030	0.92%	\$	4,619.11	\$	2,309.56	\$	55,429.33	\$	27,714.66
Sampson	6,016	0.79%	\$	3,952.85	\$	1,976.43	\$	47,434.26	\$	23,717.13
Scotland	5,302	0.70%	\$	3,483.72	\$	1,741.86	\$	41,804.59	\$	20,902.30
Stanly	4,445	0.58%	\$	2,920.62	\$	1,460.31	\$	35,047.42	\$	17,523.71
Stokes	3,237	0.43%	\$	2,126.89	\$	1,063.45	\$	25,522.72	\$	12,761.36
Surry	6,229	0.82%	\$	4,092.81	\$	2,046.40	\$	49,113.70	\$	24,556.85
Swain	1,070	0.14%	\$	703.05	\$	351.53	\$	8,436.61	\$	4,218.31
Transylvania	1,885	0.25%	\$	1,238.55	\$	619.28	\$	14,862.63	\$	7,431.31
Tyrrell	376	0.05%	\$	247.05	\$	123.53	\$	2,964.64	\$	1,482.32
Union	8,581	1.13%	\$	5,638.21	\$	2,819.10	\$	67,658.47	\$	33,829.24
Vance	6,802	0.89%	\$	4,469.30	\$	2,234.65	\$	53,631.62	\$	26,815.81
Wake	40,819	5.36%	\$	26,820.41	\$	13,410.20	\$	321,844.91	\$	160,922.46
Warren	2,355	0.31%	\$	1,547.37	\$	773.68	\$	18,568.43	\$	9,284.22
Washington	1,608	0.21%	\$	1,056.55	\$	528.27	\$	12,678.57	\$	6,339.29
Watauga	1,481	0.19%	\$	973.10	\$	486.55	\$	11,677.22	\$	5,838.61
Wayne	11,466	1.51%	\$	7,533.82	\$	3,766.91	\$	90,405.79	\$	45,202.89
Wilkes	6,249	0.82%	\$	4,105.95	\$	2,052.97	\$	49,271.39	\$	24,635.69
Wilson	8,551	1.12%	\$	5,618.49	\$	2,809.25	\$	67,421.93	\$	33,710.97

Yadkin	2,330	0.31%	\$ 1,530.94	\$ 765.47	\$ 18,371.31	\$ 9,185.66
Yancey	1,552	0.20%	\$ 1,019.75	\$ 509.88	\$ 12,237.03	\$ 6,118.51
			\$500,000.00	\$250,000.00	\$6,000,000.00	\$3,000,000.00

760969

Dear DSS Directors,

On April 12, 2022, you received a [DCDL](#) regarding additional FNS funding through SNAP ARPA. This letter provided information regarding SNAP ARPA funds from the American Rescue Plan Act of 2021 and indicated that DHHS was allocating additional funds to be used for county administrative costs associated with the administration of FNS programs. This letter included [SNAP ARPA allocations](#) for each county for Federal Fiscal Year (FFY) 2022 (October 1, 2021 – September 30, 2022).

Based on the methodology created by USDA for the ARPA, the funds you received through the EFT in August 2022 (for July 2022 services) are your federal ARPA funds. Your federal share for FNS (that is normally reimbursed at 50%) was reclassified to replace the 50% reimbursement with a 100% reimbursement using federal ARPA funds. As counties would have normally received 50% federal reimbursement for these expenditures, counties will realize the county portion in savings of 50% of your ARPA allocation amount.

Unfortunately, USDA has indicated states must utilize 100% ARPA funds or use the regular 50% federal reimbursement, not both. We will continue to advocate with our federal partners about the importance of flexibility to maximize the value of future funding opportunities to support your work.

We have identified additional funds from our FFY 2022 SNAP ARPA grant, which ends on September 30, 2022. We have disbursed an additional \$500,000 of our FFY 2022 SNAP ARPA grant in funding to counties for August services, reimbursed in September 2022. This means that counties can expect to see **additional revenue of \$250,000**. Your September EFT for August services will include these amounts.

Looking ahead to using our FFY 2023 SNAP ARPA grant of \$15.44M (October 1, 2022 – September 30, 2023), providing additional funding to counties is a top priority. From our FFY 2023 SNAP ARPA grant, we will allocate \$6M of our \$15.44M grant in funding to counties. This will result in **additional revenue of \$3 million** in realized savings for counties. We will provide these funds for October services, reimbursed in November, as this is the earliest we can reimburse counties through our FFY 2023 SNAP ARPA grant.

The attached PDF titled “SNAP ARPA Funding Amounts for September and November 2022” includes information for both the funding that will be reimbursed to counties in September 2022 and November 2022. The PDF has a column for the total portion of this funding for each county and a column with the total “New Revenue” to the county. The “New Revenue” is the additional revenue that will be available to the county DSS in savings of county funds (50% in realized county savings).

We are committed to identifying additional funds to counties if they become available during the period of our FFY 2023 SNAP ARPA grant. We will monitor our SNAP ARPA expenditures throughout FFY 2023 (between October 1, 2022 and September 2023) and if there are additional unspent funds, we will prioritize allocating these funds to counties.

Thank you for the work you do every day in addressing food insecurity in your communities.

Sincerely,
Madhu Vulimiri

Madhu Vulimiri, MPP
Deputy Director
Division of Child and Family Well-Being
[NC Department of Health and Human Services](#)

Mobile: 919-608-4267
madhu.vulimiri@dhhs.nc.gov
Pronouns: she / her / hers



Pender County Approval of Road Additions

TO: Board of County Commissioners
FROM: Tera Cline
DATE: November 7, 2022
SUBJECT: Approval of Road Additions Petition for NC DOT

SUMMARY:

NCDOT submitted a petition on behalf of Michael O'Brien, President of Avendale HOA to add road additions to Preswick Drive, Sterling Glenn Drive, Biscaine Drive, and Trevor Court in the Avendale Subdivison, Rocky Point to the Division of Highways. The length of the following is below...

Preswick Drive is 1380 Feet 31 Homes

Sterling Glenn Drive is 720 Feet 18 Homes

Biscaine Drive is 1200 Feet 26 Homes

Trevor Court is 120 Feet 4 Homes

Number of occupied homes having street frontage is 79, it is located North of the intersection of Route 210 and SR 1002

ACTION REQUESTED:

Approval of Petition for Road Additions

0629-P

North Carolina Department of Transportation
Division of Highways
Petition for Road Addition

ROADWAY INFORMATION: (Please Print/Type)

County: Pender Road Name: Preswick Dr., Trevor Ct., Sterling Glenn Dr & Brisbane Dr.
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Avendale Length (miles): 0.65

Number of occupied homes having street frontage: 79 Located (miles): 0.7

miles N ☒ S ☐ E ☐ W ☐ of the intersection of Route 210 and Route 1002.
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Avendale Subdivision in
Pender County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: Michael O'Brien, President of Avendale HOA Phone Number: 910-935-0157

Street Address: 68 Raven Drive

Mailing Address: Rocky Point, NC 28457

PROPERTY OWNERS

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

☐ Rural Road ☐ Subdivision platted prior to October 1, 1975 ☒ Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>
Preswick Drive	31	1380'			
Sterling Glenn Drive	18	720'			
Biscaine Drive Drive	26	1200'			
Trevor Court	4	120'			
TOTAL	79	3420'			
		0.6477 MILES			



Pender County
BOCC Meeting Minutes October 17, 2022

TO: Board of County Commissioners
FROM: Tera Cline
DATE: November 7, 2022
SUBJECT: Approval of BOCC Meeting Minutes October 17, 2022

SUMMARY:

Pender County Board of County Commissioners meeting minutes October 17, 2022

ACTION REQUESTED:

Approval of meeting minutes



MINUTES
Board of County Commissioners Meeting
Monday, October 17, 2022 4:00 PM
Hampstead Annex Auditorium

MEMBERS PRESENT:

George Brown
Fred McCoy
Jacqueline A. Newton
David Piepmeyer
Jimmy Tate

MEMBERS ABSENT:

OTHERS PRESENT:

David Andrews, County Manager
Trey Thurman, County Attorney
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

1 CALL TO ORDER

Chairman McCoy called the October 17th, 2022 meeting of the Pender County Board of County Commissioners.

2 INVOCATION

Commissioner Tate

3 PLEDGE OF ALLEGIANCE

Commissioner Newton

4 ADOPTION OF AGENDA

4.1 Motion to adopt the agenda

Moved by George Brown, seconded by Jimmy Tate

Motion Approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			

David Piepmeyer	x			
Jimmy Tate	x			
	5	0	0	0

CARRIED.

5 PUBLIC INFORMATION

5.1 Safety Awards Notice

Jennifer Hagwood, Deputy Commissioner for the NC Department of Labor, presented several county departments with safety awards for the 2022 year.

5.2 ABC Board Profit Distributions and Facility Updates

Susan Crawford, General Manager for the Pender County ABC Board, explained to the board they have had plans to build a new warehouse, store, and offices in Burgaw. They have purchased a lot to build on. They have signed a contract with an architect to develop the plans and a builder to construct. She stated they have the plans about 90 percent complete. Ms. Crawford explained they paid out of their retention to pay for the property without a loan but will have to get a loan to pay for construction. She stated they have paid about half of the construction and architect contracts. The loan will have to be finalized to complete the project. She stated at this point they need to finish paying their down payment on the contract and the down payment for the construction loan. The property that was purchased and the property that is owned now was used as collateral for this loan. She stated to finish off the additional 15 percent they need to complete is roughly \$105,000.00 to finish off the down payment amount and roughly \$200,000.00 to pay off the architect and the construction company. At this time we have exhausted what we had in our reserve. She then requested the board to allow these remaining amounts to be taken from the upcoming distribution and the one given in December. They are expecting the construction to start at the first of the year and the loan contract will be finalized as well. They are expecting it to take about a year to complete. At the end of that year, they will start making payments on the loan and those payments will roughly be around \$150,000.00 per quarter. Ms. Crawford stated that loan payment would have to come from future distribution until paid. She explained as the law states they need approval from the governing board to be able to complete this project. Commissioner Newton asked what the total cost of the project was going to be. Ms. Crawford stated the land purchase inspection, and remediation was \$390,000.00, and the construction cost is around 8 million. Susan stated that \$266, 000 was paid to the

contractor and \$390, 000 to the property. They also paid several small soft-cost items around \$45, 000, and \$14,000 for the traffic impact assessment. Roughly around \$700, 000.00. This money came from the retainer that the ABC board is allowed to keep every quarter out of the profits. She stated it averages around 8 to 10 thousand per quarter. The board requested the percentage amount and they did not know that number. Ms. Crawford stated that the county gets 65 percent and 35 percent to municipalities. She stated the auditor comes up with the amount retained by the ABC board. Commissioner Newton asked how long they expect to retain the distribution. Ms. Crawford stated the loan term is 20 years. The board asked the county manager if the distributions from the ABC board were included in the budget year. Mr. Andrews stated they were budgeted and the ABC board told him they needed the last two quarters. Commissioner Tate asked if any of this money would affect alcohol education. Ms. Crawford stated no that is separate money that can not be touched. She also confirmed that alcohol education is partnered with Coastal Horizons. Commissioner Tate asked why not ask for a 30-year mortgage with the option to pay out early. Ms. Crawford stated that was not an option. She confirmed that these last two quarters would be enough to pay the down payment on the contracts etc. She confirmed that the building would be big enough to sustain the growth of the county. She stated that if this was not done we would lose profit. Commissioner Piepmeyer asked if it would be a better option to wait on this project due to the amount of economic cost going on right now. He asked if it would wait 2 years to see if the costs went down. Susan confirmed that the ABC board currently owns the building and land the Burgaw store is in now and it would be sold to help pay for the new building. Ms. Crawford confirmed that they paid roughly 1 million dollars to the county last year. Commissioner Tate commended the ABC board for their accounting and their transparency on this project. Trey Thurman, County Attorney, stated he was confused and confirmed that the ABC board gives the money to the county and also the towns. He asked if they had spoken to the towns. Robert C. Kenan Jr., Attorney for the ABC Board, stated that the Pender Municipalities board met, and based on the conversations he has had with two of the mayors that he represents, they are all aware that the monies they receive from the ABC board are going to be decreased significantly because of the growth. He also stated that the county received a letter 2 years ago that this day was going to come. He stated the ABC board has not had a meeting with the towns as of yet because they wanted to meet with the county first to advise you of what needs to be done because they are looking at finalizing the costs and the contractor is wanting to submit bids by mid-December so we know what those costs are going to be. Mr. Kenan confirmed with the board that they will need the distributions for this fiscal year. Being July 1, 2022, through June 30, 2023, then beginning

January 2024 that is when those loan payments are going to have to start being paid. He confirmed that starting January 2024 \$150,000 per quarter will be retained for the loan payment and anything above that will be distributed to the county and municipalities as normal based on the session law 2013-180. Commissioner Brown asked if once the interest rates etc come down they would refinance for a lower interest rate. Mr. Kenan agreed that would be done. Chairman McCoy confirmed this was public information and Robert Kenan stated the ABC board is requesting approval for the county to forego the 65% percent of the distributions for the physical quarter first and second for 2022-2023. There was a discussion on why it was placed on public information and not approvals and resolutions. Commissioner Piepmeyer made a motion to table this request until the December meeting due to the ABC board not meeting with mayors yet and 2 new BOCC members coming on board as well.

Moved by David Piepmeyer, seconded by George Brown

Motion to table this request until December 5th, 2022 after the ABC board meets with the municipalities and new Board of Commissioners members are in office.

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

CARRIED.

6 PUBLIC COMMENT

Brad George, Chairman of the Pender County School Board, introduced the new superintendent to start on January 1, 2023. Dr. Brad Breedlove was welcomed to the county. Mr. Breedlove gave a brief summary of his background.

Alicia Hawley, 114 Windjammer Dr, spoke to the board in regard to support of the school bond placed on the ballot. She expressed her concerns over the overcrowding in the schools.

7 CONSENT AGENDA

- 7.1 Approval of CFPUA Easement for Proposed Water Interconnection on US 421
- 7.2 Approval of the Board of Commissioner Meeting Minutes October 3, 2022
- 7.3 Motion to approve the consent agenda

Moved by George Brown, seconded by Jimmy Tate

Motion approved

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

CARRIED.

8 APPROVALS AND RESOLUTIONS

- 8.1 Request for \$1,132,000.00 for Modular units for Surf City Schools for next school year

Dr. Micheal Bracy, Interim Superintendent for Pender County Schools, requested the money for the modular buildings to purchase. Mike Taylor, Chief Operations Officer for Pender County Schools presented the request for support of \$1,132,000 in funding to add modular units to the Surf City Schools. He confirmed that it would add 80 seats to elementary school and 120 seats to middle school. 800 student additional enrollment over the summer.

Motion approved

CARRIED.

Moved by David Piepmeyer, seconded by Jacqueline A. Newton

Motion to approve

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			

Jacqueline A. Newton	x			
David Piepmeyer	x			
Jimmy Tate	x			
	5	0	0	0

CARRIED.

- 8.2 Approval of Purchase Order to Motorola Solutions, Inc. in the Amount of \$105,778.20 for the Lease Purchase of Portable and Mobile Radios.

Sherriff Cutler, presented to the board his budget fund request for radios.

Moved by David Piepmeyer, seconded by Jacqueline A. Newton

Motion approved

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

CARRIED.

- 8.3 Award of Contract & Purchase Order for Healthcare Provider Services for the Jail to Inmate Medical Services in response to RFP #220908-232

Sherriff Cutler shared the plan for a future healthcare provider for the jail. The current provider provided 60 days' notice. The board requested that the new contract provide more than 60 days' notice. Captain King, stated that 60 days was sufficient to list in the contract. Captain King stated that last week they found out that there was a question about interfacing with the medical records. This is stated to be around \$9000.00 dollars additional to integrate the old provider with the Central Square interface and a laptop as well that is needed to start the new company. Captain King stated that even with this extra expense he believed the jail budget would be close but ok this year. This contract will be an annual contract to renew. It will be an additional 800.00 dollars monthly to maintain the jail medical records.

Moved by Jimmy Tate, seconded by George Brown

Motion approved to approve the request for a new healthcare provider and the \$9000 dollars addendum to interface records and the additional 800 dollars a month for up keep.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton		x		
David Piepmeyer		x		
Jimmy Tate	x			
	3	2	0	0

CARRIED.

8.4 Request for Approval of a Purchase Order to Capital Chevrolet of Wake Forest for the Purchase of Two New Pickup Trucks

Travis Henley, Planning Director, explained the state contract and quotes to the board.

Motion approved

CARRIED.

Moved by George Brown, seconded by Jimmy Tate

Motion Approved

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

CARRIED.

8.5 Approval of Road Additions Petition for NC DOT

NCDOT submitted a petition on behalf of Chris Spell, President of HOA to add an road addition to Bronze Drive, Beltsville Court, Poult's Place, Slate Lane, Strut Way and Tom's Creek Rd in the The Knolls at Turkey Creek Subdivision, Rocky Point to the Division of Highways. Length of the following are below... Bronze Dr. is 2672.32' Feet 47 lots Beltsville

Court 216.20' Feet 7 Lots Poult's Place 261.76' Feet 10 Lots Slate Lane
702.89' Feet 15 Lots Strut Way 495.34' Feet 7 Lots Tom's Creek Road
1765.21' Feet 31 Lots Number of occupied homes having street frontage
is 117 lots, it is located south of the intersection of SR 1437 and SR
1459.

Moved by George Brown, seconded by Jimmy Tate

Motion Approved

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

CARRIED.

9 DISCUSSION

9.1 Pender Memorial Hospital / Health Care Provider Update

David Andrews, County Manager, Stated that in the staff report the plan for transition is included. He stated that Novant will be coming and making a presentation to the board at the November 7th meeting. Commissioner Brown agrees to have an outside entity be brought in to help with this transition. The board agreed to move forward with an outside entity being brought aboard to help with the process in regards to the future of the healthcare of Pender County. The board requested the hiring of the third party be started as soon as possible. Mr. Andrews stated that the consultant could possibly not have a financial interest in the outcome. Maybe something on an hourly fee etc. The board said they would leave that up to him to negotiate. Commissioner Peipmeyer stated to reach out to Juniper and discuss the fee option as well as a new RFP for others as well.

10 APPOINTMENTS

10.1 Approval of Appointment to Pender Ems and Fire Board

Moved by Jacqueline A. Newton, seconded by David Piepmeyer

Motion approved

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

CARRIED.

10.2 SEDC Board Reappointment

The board requested the applicant fill out a Pender County Board application in addition to the letter of recommendation to the SEDC board. Once this application is received the item will be placed back on an agenda for consideration.

11 MAPLE HILL WATER AND SEWER DISTRICT

12 ROCKY POINT WATER AND SEWER DISTRICT

13 SCOTTS HILL WATER AND SEWER DISTRICT

13.1 Approval of Budget Ordinance Amendment, Associated Purchase Order, Reimbursement Resolution, Resolution of Award to Harper General Contractors, and Contract Signing for SHWSD Elevated Tank & Wells project for \$10,970,000

Kenny Keel, Utilites Director, presented the SHWSD elevated tanks and wells project update and contract. Requested the attached BOA's and purchase order to be approved until the LGC approves future finances. Margaret Blue, Finance Director, confirmed that this scenerio would work if by chance the LGC does not approve the request. This request will not having any impact on the school bond in regards to the LGC. Commissioner Newton asked if there could be a discussion at some point to have the hook up fees for long term residents a little more affordable.

Moved by David Piepmeyer, seconded by Jacqueline A. Newton

Motion approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			

David Piepmeyer	x			
Jimmy Tate	x			
	5	0	0	0

CARRIED.

14 MOORES CREEK WATER AND SEWER DISTRICT

15 CENTRAL PENDER WATER AND SEWER DISTRICT

16 PENDER COUNTY BOARD OF HEALTH

17 SOCIAL SERVICES BOARD

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

David Andrews, County Manager, announced the USDA released their lease proposals for the ag building.

Allen Vann, Assistant County Manager, Thanked Donna Sayre for filling in at the meeting.

Trey Thurman, Attorney, thanked Meg Blue and her staff and Ms. Moser for their work on the jail provider issue. Items for Closed Session, Item 3 attorney Client, Item 5 acquisition of real property.

Commissioner Tate, thanked Kenny Keel for working with him last week on getting citizens on Batson road some water. Thanked the people of Maple Hill for their festivities over the weekend. Autumn at Topsail was great as well. Thanked the EMS Chief for helping with an issue. Requested that county water across the entire county needs to be addressed.

Commissioner Newton, had the privilege of attending the Water adaptation to insure regional success seminar hosted by Congressman Rouser and Congressman Murphy. They had the American Flood Coalition and NC DOT and NC Farm Bureau as well as NCDEQ. Representative John Bell spoke in regards to different agencies working together. Ms. Newton stated she will also be attending the 2022 Appalachian Clean Energy CLE workshop later in the week. The day-long session will provide attorneys with knowledge on clean energy issues facing North Carolina, innovative energy policy, and state and federal clean energy planning. Sessions will include:

- NC regulatory & legislative update, carbon plan update, performance-based regulation
- NC utility-scale transmission planning

- NC clean transportation planning, EV infrastructure development, IIJA Grants
- Net metering settlement update
- Corporate climate change disclosure reporting updates
- Utility Commissioners outlook on the NC energy landscape

She is also mentioned that Autumn in Topsail was a great success.

19 CLOSED SESSION (IF APPLICABLE).

Motion to go into closed session at

Moved by George Brown, seconded by Jacqueline A. Newton

Motion approved

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

CARRIED.

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

20.1 SUP 2022-32: Special Use Permit Request for a Telecommunications Facility Including a 300' Tower on New Road in the Burgaw Township

Travis Henley, Planning Director, presented on behalf of ETS Construction, LLC, applicant, on behalf of Rebecca McGowan and Melissa Corbett, owners, is requesting approval of a Special Use Permit for the construction of a telecommunications facility that consists of a 300' self-supporting lattice tower, 50- kilowatt generator and 500-gallon liquid petroleum tank. The subject property is located on the southwest corner of the intersection of New Road and Interstate 40 in the Burgaw township, approximately one tenth of a mile east of the Village of St. Helena. The proposed project site may further be identified by Pender County PIN 3247-08- 8992-0000. He confirmed that all height requirements are in compliance. He confirmed if there was not any

opposition to this project from neighboring property owners. Mr. Henley confirmed the setbacks and buffers as well.

Hal Kitchin, 380 N. Third St, gave a brief overview of the project and confirmed that Duke Energy is responsible for the tower.

Moved by George Brown, seconded by Jacqueline A. Newton

Motion to approve SUP 2022-32

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

CARRIED.

21 ADJOURNMENT

Travis Henley, was given well wishes from the board.



**Pender County
Approval of Surplus Property
Advertisement for Auction - King's
Estates 2277-87-0746-0000**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: November 7, 2022
SUBJECT: Approval of Surplus Property Advertisement for Auction - King's Estates
2277-87-0746-0000

SUMMARY:

Please consider attached documentation requesting authorization to advertise auction approval of surplus property - King's Estates 2277-87-0746-0000.

Note that this authorization only allows it to be publicly posted for auction, the final sale will require formal Board approval.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - King's Estates 2277-87-0746-0000

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Letter of recommendation for sale of real property

10/5/2022

Dear Commissioners,

For your consideration is a proposed sale of parcel number 2277-95-0746-0000 located on Union chapel Rd. in Burgaw that we acquired on 08/21/2019 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.49 of an acre. The estimated tax value of the land is \$6,175.00 in GIS.

I recommend the sale, via auction, of this parcel on the GovDeals.com website as it reaches a global audience. I recommend the starting bid for this parcel will be the current tax value of the land and go up from there. The County will not make any guarantees on the use of these properties.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic publication will provide a link to the GovDeals.com auction website. The electronic published notice and auction is pursuant to G.S. Chapter 160A-270(c).

Sincerely,

Andy Devane

Asset Manager



Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (2277-95-0746-0000) as a surplus asset that will be sold as is on GovDeals.com after board approval for a duration of 31 days.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's." The electronic publication will provide a link to the GovDeals.com auction website.

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property at public auction of the summary of this resolution and subsequent auction pursuant to G.S. Chapter 160A-270(c).

Adopted at a _____ meeting on

_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov

Page 43 of 254



Doc No: 20053064
Recorded: 08/22/2019 12:40:28 PM
Fee Amt: \$26.00 Page 1 of 2
Excise Tax: \$15.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4691 PG 2498 - 2499 (2)

Excise Tax \$15.00	Return after recording to →	Pender County
	Prepared by	PO Box 5
Parcel ID # 2277-95-0746-0000	Richard T. Rodgers, Jr., Esq.	Burgaw, NC 28425

BRIEF DESCRIPTION FOR INDEX →	Lot 8 King's Estates
-------------------------------	----------------------

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
8/7/2019

COMMISSIONER'S DEED

Richard T. Rodgers, Jr., Commissioner Sherman & Rodgers, PLLC PO Box 250 Burgaw, NC 28425	Pender County PO Box 5 Burgaw, NC 28425
"Grantor"	"Grantee"

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

WITNESSETH

That whereas, Richard T. Rodgers, Jr. was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding entitled Pender County et. al. v. Unknown Heirs and/or Successors in Interest to Edgar Allen Thomas et. al. filed at 18-CVS-108 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 06/21/2019, 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:

BEING all of Lot 8 of King's Estates as the same is shown on a map of said subdivision, recorded in Map Book 25 at Page 150 of the Pender County Registry, reference to which is hereby made for a more particular description.

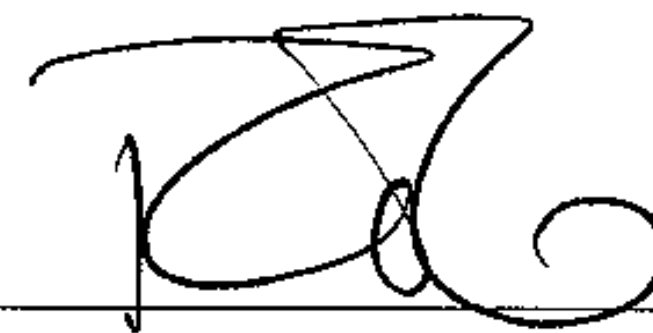
Parcel ID: 2277-95-0746-0000

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

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

(Entity Name)

USE BLACK INK ONLY



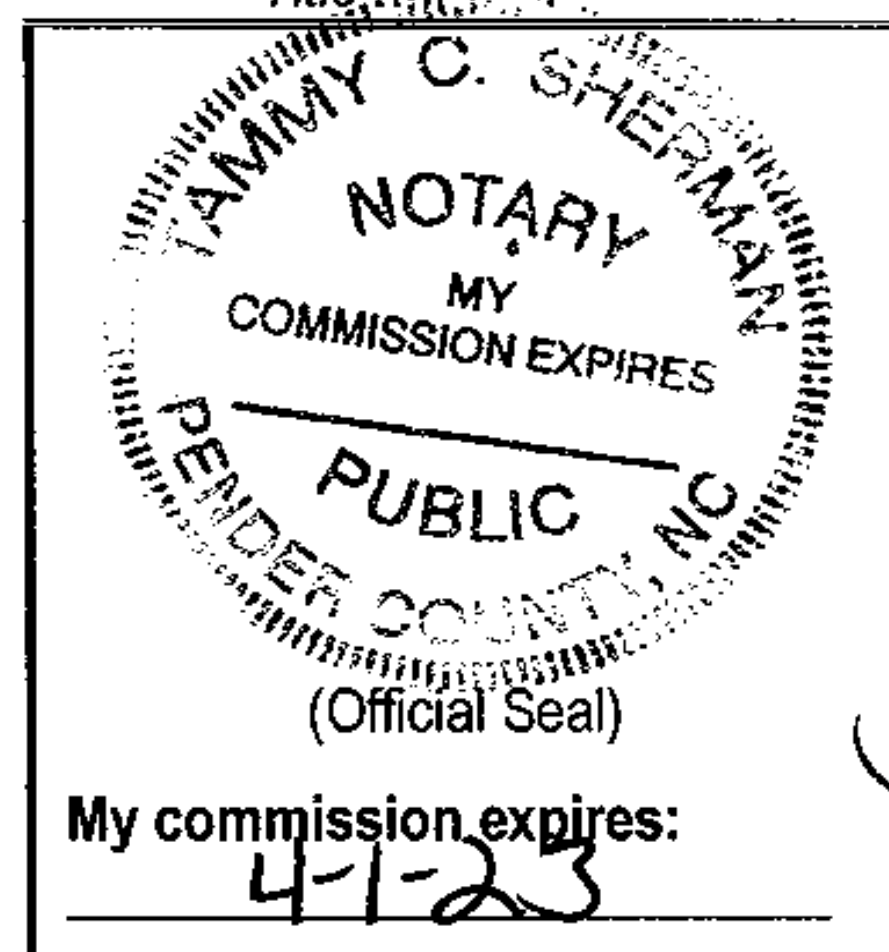
(Seal)

Richard T. Rodgers, Jr., Commissioner

By: _____
Title

By: _____
Title

(Seal)

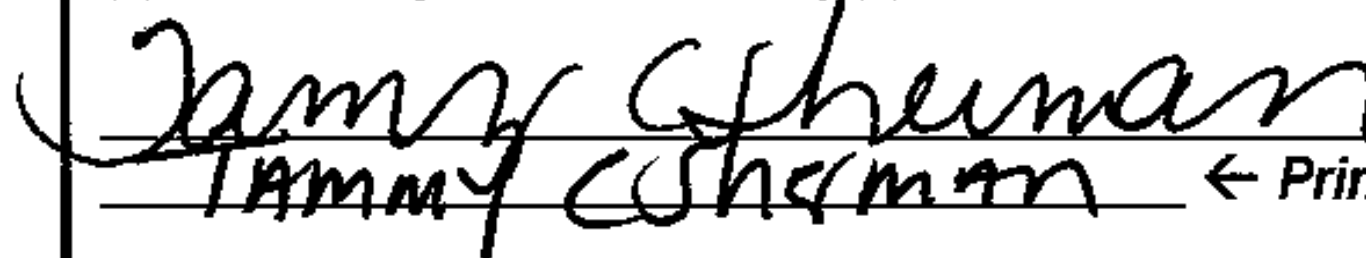


STATE OF NORTH CAROLINA, PENDER COUNTY

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

Richard T. Rodgers, Jr., Commissioner

↓ Official Signature of Notary ↓



Tammy C. Sherman ← Printed (or typed) Name of Notary

8-15-19
Date:



**Pender County
Approval of Surplus Property
Advertisement for Auction - King's
Estates 2277-87-3885-0000**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: November 7, 2022
SUBJECT: Approval of Surplus Property Advertisement for Auction - King's Estates
2277-87-3885-0000

SUMMARY:

Please consider attached documentation requesting authorization to advertise auction approval of surplus property - King's Estates 2277-87-3885-0000.

Note that this authorization only allows it to be publicly posted for auction, the final sale will require formal Board approval.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - King's Estates 2277-87-3885-0000

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Letter of recommendation for sale of real property

10/5/2022

Dear Commissioners,

For your consideration is a proposed sale of parcel number 2277-87-3885-0000 located on Union chapel Rd. in Burgaw that we acquired on 07/22/2019 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.49 of an acre. The estimated tax value of the land is \$6,175.00 in GIS.

I recommend the sale, via auction, of this parcel on the GovDeals.com website as it reaches a global audience. I recommend the starting bid for this parcel will be the current tax value of the land and go up from there. The County will not make any guarantees on the use of these properties.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic publication will provide a link to the GovDeals.com auction website. The electronic published notice and auction is pursuant to G.S. Chapter 160A-270(c).

Sincerely,

Andy Devane

Asset Manager



Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (2277-87-3885-0000) as a surplus asset that will be sold as is on GovDeals.com after board approval for a duration of 31 days.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's." The electronic publication will provide a link to the GovDeals.com auction website.

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property at public auction of the summary of this resolution and subsequent auction pursuant to G.S. Chapter 160A-270(c).

Adopted at a _____ meeting on

_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov

Appraiser: ZAB

Ag Use	LN	Soil	Acres	Rate	Value
					Value

<u>#</u>	<u>Comment</u>
2	Kings Drive



Doc No 20051517
Recorded 07/16/2019 12 42 50 PM
Fee Amt \$26 00 Page 1 of 2
Excise Tax \$7 00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4689 PG 162 - 163 (2)

Excise Tax \$7 00	Return after recording to →	Pender County
	Prepared by	PO Box 5
Parcel ID # 2277-87-3885-0000	Richard T. Rodgers, Jr Esq	Burgaw, NC 28425

BRIEF DESCRIPTION FOR INDEX → Lot 51 King's Estates Subdivision

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
7/13/2019

COMMISSIONER'S DEED

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

Pender County
PO Box 5
Burgaw, NC 28425

“Grantor”

“Grantee”

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

WITNESSETH

That whereas, Richard T Rodgers, Jr was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding entitled Pender County et. al v Unknown Heirs and/or Successors in Interest to Victor Allen Brown et al filed at 18-CVS-107 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 04/26/2019, 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

BEING all of lot #51, King's Estates Subdivision as shown on a map of said subdivision recorded in map Book 25 at page 150 of the Pender County Registry.

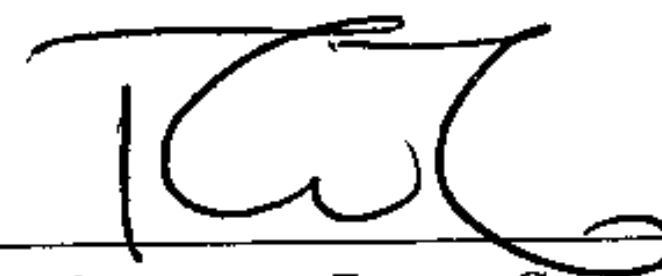
Parcel ID: 2277-87-3885-0000

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

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

(Entity Name)

USE BLACK INK ONLY



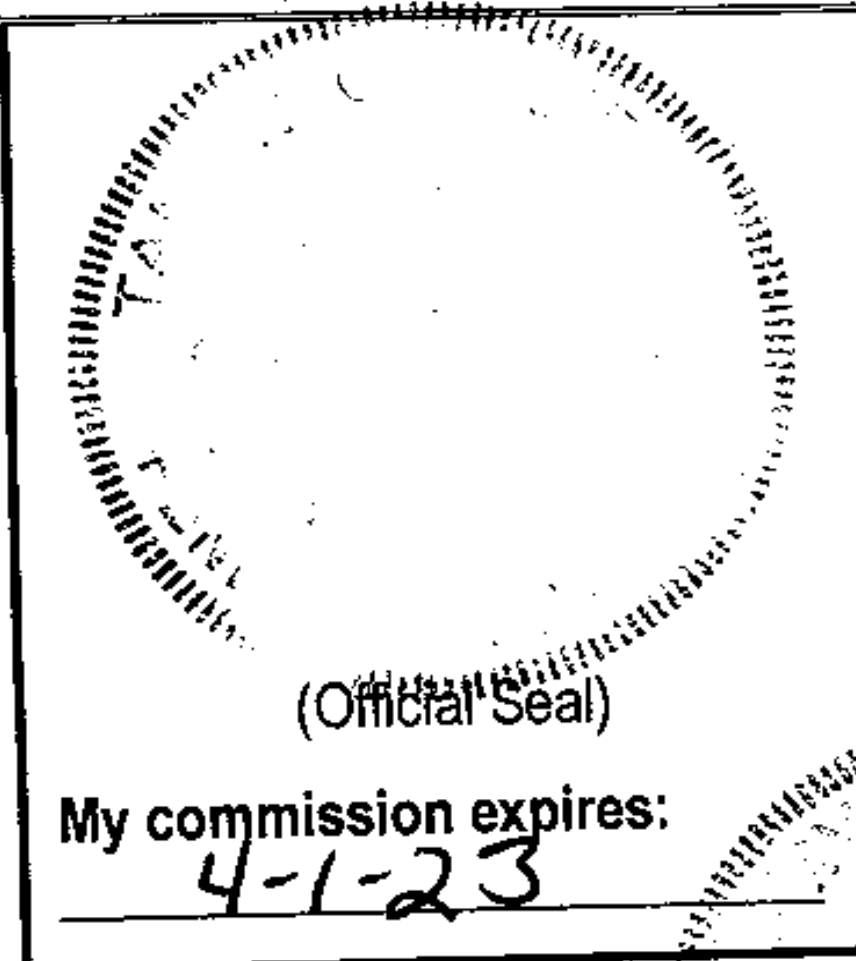
(Seal)

Richard T. Rodgers, Jr., Commissioner

By: _____
Title

By: _____
Title

(Seal)

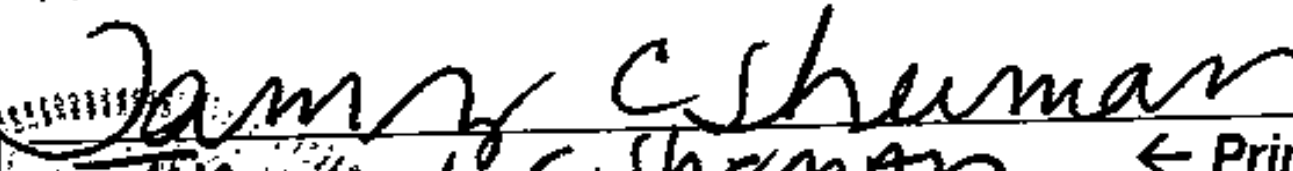


STATE OF NORTH CAROLINA, PENDER COUNTY

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

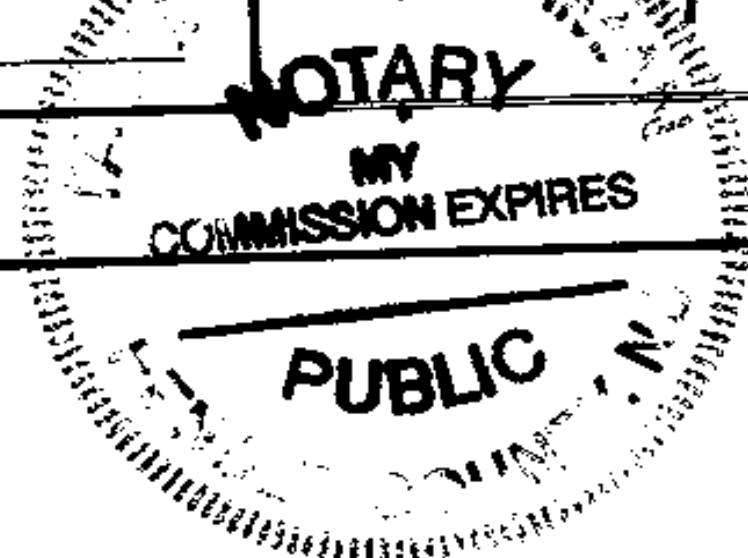
Richard T. Rodgers, Jr., Commissioner

↓ ↓ Official Signature of Notary ↓ ↓


Jammy C. Shuman

← Printed (or typed) Name of Notary

7-15-19
Date:





**Pender County
Approval of Surplus Property
Advertisement for Auction - King's
Estates 2277-87-6311-0000**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: November 7, 2022
SUBJECT: Approval of Surplus Property Advertisement for Auction - King's Estates
2277-87-6311-0000

SUMMARY:

Please consider attached documentation requesting authorization to advertise auction approval of surplus property - King's Estates 2277-87-6311-0000.

Note that this authorization only allows it to be publicly posted for auction, the final sale will require formal Board approval.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - King's Estates 2277-87-6311-0000

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Letter of recommendation for sale of real property

10/5/2022

Dear Commissioners,

For your consideration is a proposed sale of parcel number 2277-87-6311-0000 located on Union chapel Rd. in Burgaw that we acquired on 05/10/2021 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.49 of an acre. The estimated tax value of the land is \$6,175.00 in GIS.

I recommend the sale, via auction, of this parcel on the GovDeals.com website as it reaches a global audience. I recommend the starting bid for this parcel will be the current tax value of the land and go up from there. The County will not make any guarantees on the use of these properties.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic publication will provide a link to the GovDeals.com auction website. The electronic published notice and auction is pursuant to G.S. Chapter 160A-270(c).

Sincerely,

Andy Devane

Asset Manager



Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (2277-87-6311-0000) as a surplus asset that will be sold as is on GovDeals.com after board approval for a duration of 31 days.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's." The electronic publication will provide a link to the GovDeals.com auction website.

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property at public auction of the summary of this resolution and subsequent auction pursuant to G.S. Chapter 160A-270(c).

Adopted at a _____ meeting on

_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov

Doc No: 20083217
Recorded: 05/07/2021 12:31:57 PM
Fee Amt: \$26.00 Page 1 of 2
Excise Tax: \$15.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4751 PG 956 - 957 (2)

Excise Tax \$15.00	Return after recording to →	Pender County
Parcel ID # 2277-87-6311-0000	Prepared by Richard T. Rodgers, Jr., Esq.	PO Box 5 Burgaw, NC 28405

BRIEF DESCRIPTION FOR INDEX →	Lot 39 Kings Estates
-------------------------------	----------------------

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
04/15/2021

COMMISSIONER'S DEED

Richard T. Rodgers, Jr., Commissioner Sherman & Rodgers, PLLC PO Box 250 Burgaw, NC 28425	Pender County PO Box 5 Burgaw, NC 28405
“Grantor”	“Grantee”

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

WITNESSETH

That whereas, Richard T. Rodgers, Jr. was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding entitled Pender County et. al. v. Terry Robert Ikner et. al. filed at 19-CVS-525 with the Pender County Clerk of Superior Court; and Richard T. Rodgers, Jr. was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

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

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

Being all of Lot 39 of Kings Estates Subdivision as shown on the map of said subdivision recorded in Map Book 25, at page 150, of the Pender County Registry.

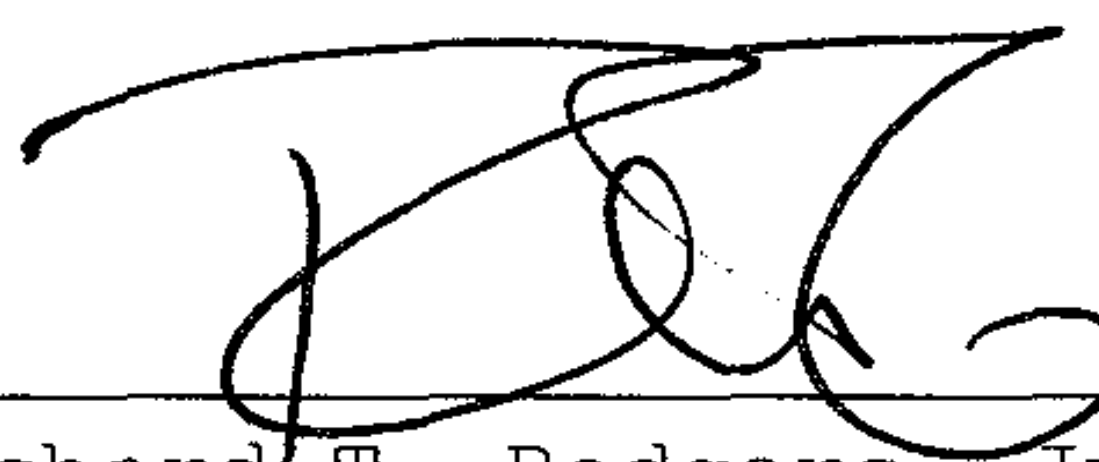
Parcel ID: 2277-87-6311-0000

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



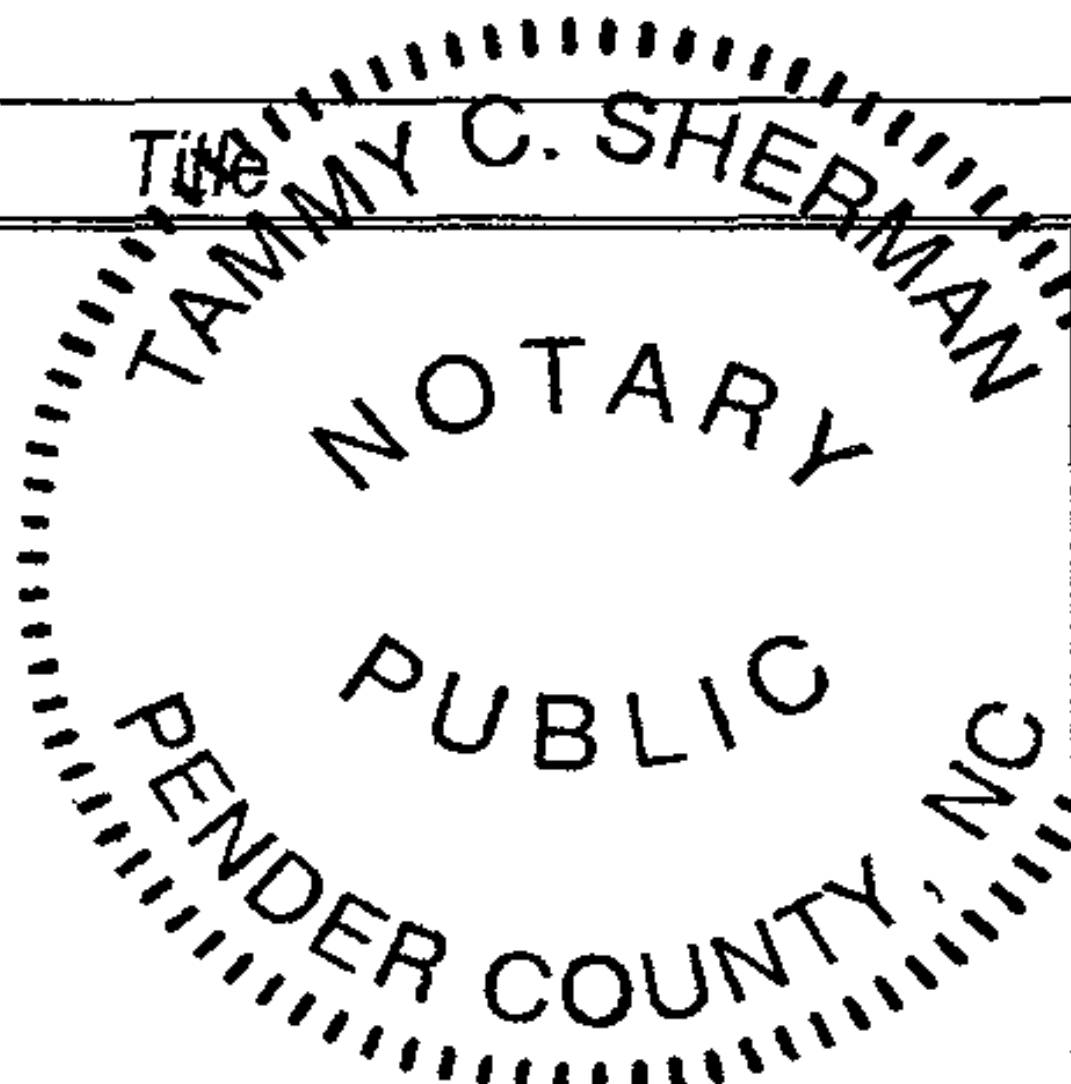
(Seal)

Richard T. Rodgers, Jr., Commissioner

By: _____
Title

By: _____

(Seal)



(Official Seal)

My commission expires:

4-1-23

STATE OF NORTH CAROLINA, PENDER COUNTY

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

Richard T. Rodgers, Jr., Commissioner

↓↓ Official Signature of Notary ↓↓



Tammy C. Sherman

← Printed (or typed) Name of Notary

4-30-21

Date:



**Pender County
Approval of Surplus Property
Advertisement for Auction - King's
Estates 2277-87-6253-0000**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: November 7, 2022
SUBJECT: Approval of Surplus Property Advertisement for Auction - King's Estates
2277-87-6253-0000

SUMMARY:

Please consider attached documentation requesting authorization to advertise auction approval of surplus property - King's Estates 2277-87-6253-0000.

Note that this authorization only allows it to be publicly posted for auction, the final sale will require formal Board approval.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - King's Estates 2277-87-6253-0000

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Letter of recommendation for sale of real property

10/5/2022

Dear Commissioners,

For your consideration is a proposed sale of parcel number 2277-87-6253-0000 located on Union chapel Rd. in Burgaw that we acquired on 05/10/2021 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.49 of an acre. The estimated tax value of the land is \$6,175.00 in GIS.

I recommend the sale, via auction, of this parcel on the GovDeals.com website as it reaches a global audience. I recommend the starting bid for this parcel will be the current tax value of the land and go up from there. The County will not make any guarantees on the use of these properties.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic publication will provide a link to the GovDeals.com auction website. The electronic published notice and auction is pursuant to G.S. Chapter 160A-270(c).

Sincerely,

Andy Devane

Asset Manager



Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (2277-87-6253-0000) as a surplus asset that will be sold as is on GovDeals.com after board approval for a duration of 31 days.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's." The electronic publication will provide a link to the GovDeals.com auction website.

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property at public auction of the summary of this resolution and subsequent auction pursuant to G.S. Chapter 160A-270(c).

Adopted at a _____ meeting on

_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov


Doc No: 20083218
Recorded: 05/07/2021 12:32:54 PM
Fee Amt: \$26.00 Page 1 of 2
Excise Tax: \$15.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4751 PG 958 - 959 (2)

Excise Tax \$15.00	Return after recording to →	Pender County
	Prepared by	PO Box 5
Parcel ID # 2277-87-6253-0000	Richard T. Rodgers, Jr., Esq.	Burgaw, NC 28405

BRIEF DESCRIPTION FOR INDEX → Lot 37 Kings Estates

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
04/15/2021

**COMMISSIONER'S
DEED**

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

Pender County
PO Box 5
Burgaw, NC 28405

"Grantor"

"Grantee"

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

WITNESSETH

That whereas, Richard T. Rodgers, Jr. was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding entitled Pender County et. al. v. Terry Robert Ikner et. al. filed at 19-CVS-524 with the Pender County Clerk of Superior Court; and Richard T. Rodgers, Jr. was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

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

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

Being all of Lot 37 of Kings Estates Subdivision as shown on the map of said subdivision recorded in Map Book 25, at page 150, of the Pender County Registry.

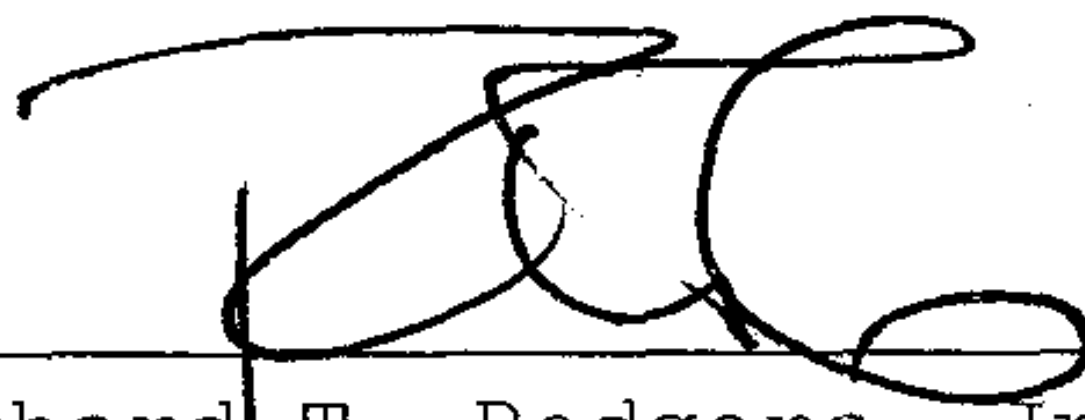
Parcel ID: 2277-87-6253-0000

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



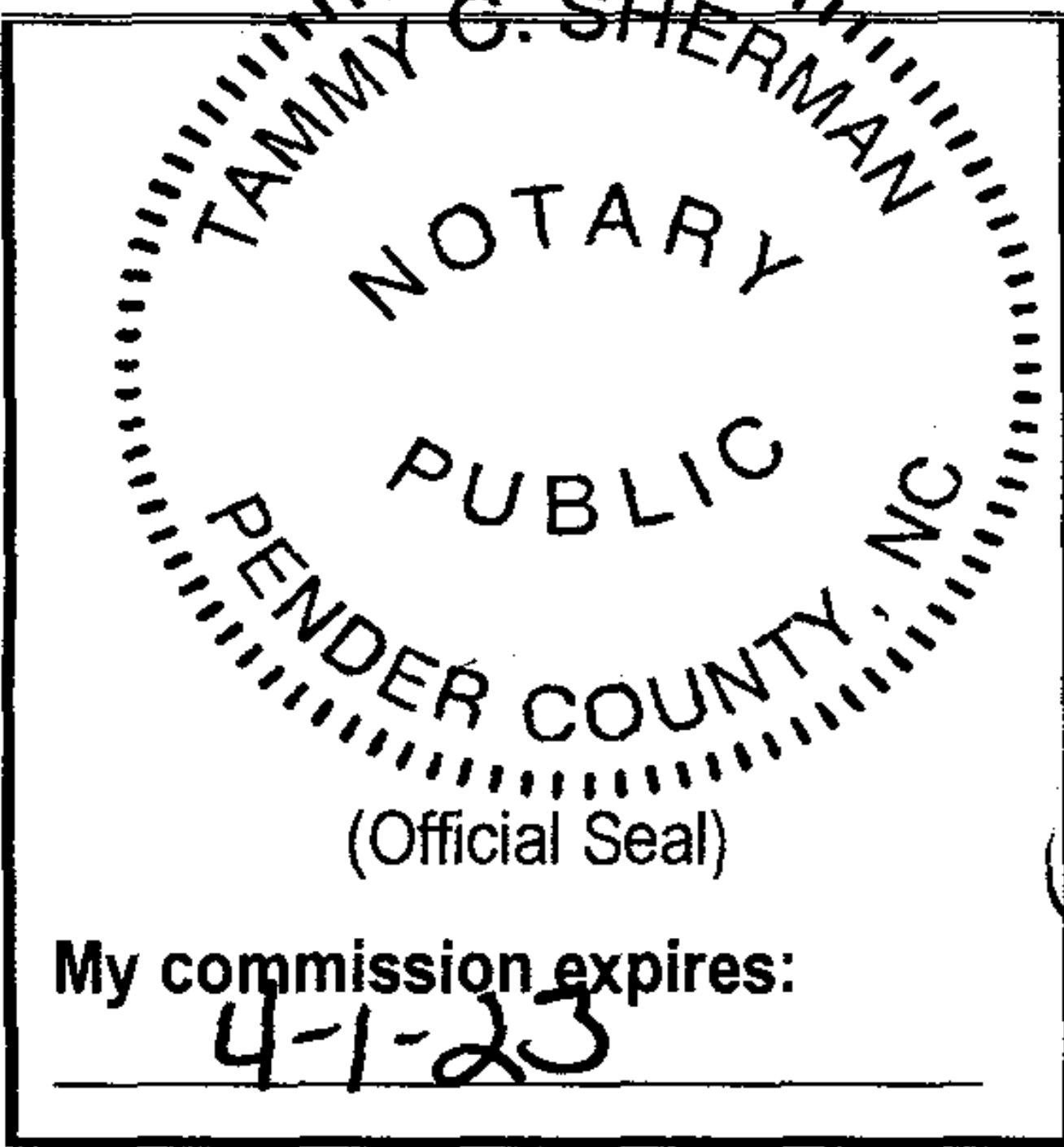
(Seal)

Richard T. Rodgers, Jr., Commissioner

By: _____
Title

By: _____

(Seal)



STATE OF NORTH CAROLINA, PENDER COUNTY

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

Richard T. Rodgers, Jr., Commissioner

↓↓ Official Signature of Notary ↓↓



Tammy C. Sherman

← Printed (or typed) Name of Notary

4-30-21
Date:



**Pender County
Approval of Surplus Property
Advertisement for Auction - King's
Estates 2277-87-5471-0000**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: November 7, 2022
SUBJECT: Approval of Surplus Property Advertisement for Auction - King's Estates
2277-87-5471-0000

SUMMARY:

Please consider attached documentation requesting authorization to advertise auction approval of surplus property - King's Estates 2277-87-5471-0000.

Note that this authorization only allows it to be publicly posted for auction, the final sale will require formal Board approval.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - King's Estates 2277-87-5471-0000

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Letter of recommendation for sale of real property

10/5/2022

Dear Commissioners,

For your consideration is a proposed sale of parcel number 2277-87-5471-0000 located on Union chapel Rd. in Burgaw that we acquired on 05/10/2021 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.49 of an acre. The estimated tax value of the land is \$6,175.00 in GIS.

I recommend the sale, via auction, of this parcel on the GovDeals.com website as it reaches a global audience. I recommend the starting bid for this parcel will be the current tax value of the land and go up from there. The County will not make any guarantees on the use of these properties.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic publication will provide a link to the GovDeals.com auction website. The electronic published notice and auction is pursuant to G.S. Chapter 160A-270(c).

Sincerely,

Andy Devane

Asset Manager



Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (2277-87-5471-0000) as a surplus asset that will be sold as is on GovDeals.com after board approval for a duration of 31 days.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's." The electronic publication will provide a link to the GovDeals.com auction website.

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property at public auction of the summary of this resolution and subsequent auction pursuant to G.S. Chapter 160A-270(c).

Adopted at a _____ meeting on

_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov



Doc No: 20083216
Recorded: 05/07/2021 12:31:03 PM
Fee Amt: \$26.00 Page 1 of 2
Excise Tax: \$15.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4751 PG 954 - 955 (2)

Excise Tax \$15.00	Return after recording to →	Pender County
	Prepared by	PO Box 5
Parcel ID # 2277-87-5471-0000	Richard T. Rodgers, Jr., Esq.	Burgaw, NC 28405

BRIEF DESCRIPTION FOR INDEX →	Lot 41, Kings Estate
-------------------------------	----------------------

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
4/15/2021

COMMISSIONER'S
DEED

Richard T. Rodgers, Jr., Commissioner Sherman & Rodgers, PLLC PO Box 250 Burgaw, NC 28425	Pender County PO Box 5 Burgaw, NC 28405
“Grantor”	“Grantee”

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

WITNESSETH

That whereas, Richard T. Rodgers, Jr. was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding entitled Pender County et. al. v. Terry Robert Ikner et. al. filed at 19-CVS-523 with the Pender County Clerk of Superior Court; and Richard T. Rodgers, Jr. was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

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

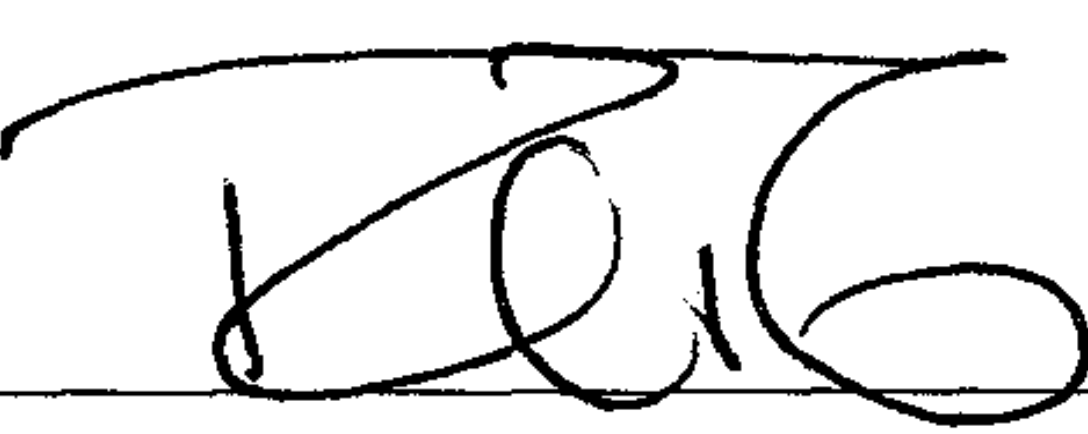
FOR VALUABLE CONSIDERATION RECEIVED, receipt of which is hereby acknowledged, the GRANTOR hereby has bargained sold and conveyed in fee simple unto the GRANTEE all that certain lot or parcel of land in Pender County more particularly described as follows:

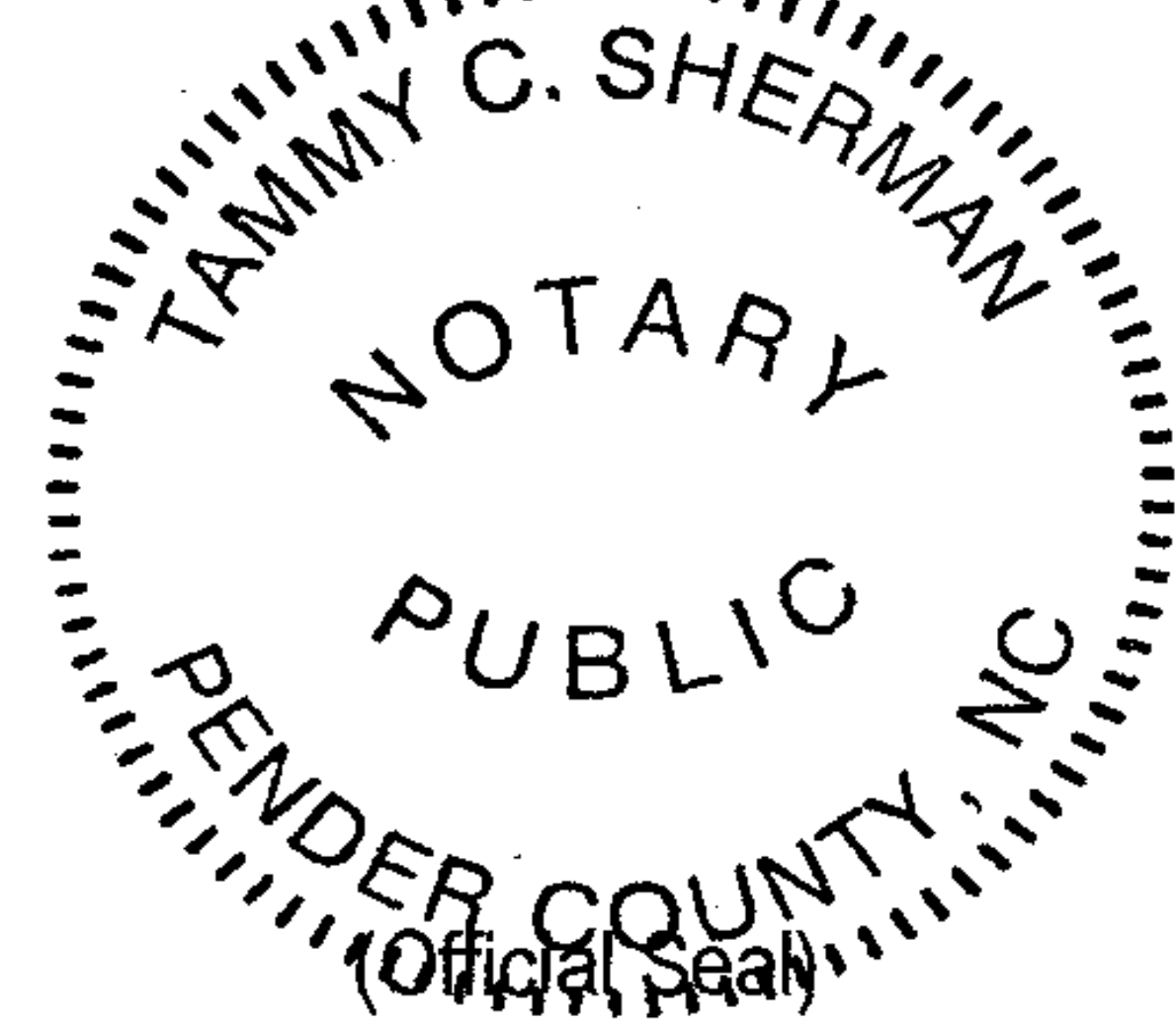
Being all of Lot 41 of Kings Estates Subdivision as shown on the map of said subdivision recorded in Map Book 25, at page 150, of the Pender County Registry.

Parcel ID: 2277-87-5471-0000

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: _____			(Seal)	
Title				

 My commission expires: 4-1-23	STATE OF NORTH CAROLINA, PENDER COUNTY	
	I certify that the following person(s) personally appeared before me this day, acknowledging to me that he is the Commissioner identified in this document evidencing this by personal knowledge and signed this document in my presence: name(s) of principal(s).	
	Richard T. Rodgers, Jr., Commissioner	
	↓ ↓ Official Signature of Notary ↓ ↓  Tammy C. Sherman	← Printed (or typed) Name of Notary



**Pender County
Approval of Surplus Property
Advertisement for Auction - King's
Estates 2277-87-4727-0000**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: November 7, 2022
SUBJECT: Approval of Surplus Property Advertisement for Auction - King's Estates
2277-87-4727-0000

SUMMARY:

Please consider attached documentation requesting authorization to advertise auction approval of surplus property - King's Estates 2277-87-4727-0000.

Note that this authorization only allows it to be publicly posted for auction, the final sale will require formal Board approval.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - King's Estates 2277-87-4727-0000

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Letter of recommendation for sale of real property

10/5/2022

Dear Commissioners,

For your consideration is a proposed sale of parcel number 2277-87-4727-0000 located on Union chapel Rd. in Burgaw that we acquired on 07/22/2019 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.49 of an acre. The estimated tax value of the land is \$6,175.00 in GIS.

I recommend the sale, via auction, of this parcel on the GovDeals.com website as it reaches a global audience. I recommend the starting bid for this parcel will be the current tax value of the land and go up from there. The County will not make any guarantees on the use of these properties.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic publication will provide a link to the GovDeals.com auction website. The electronic published notice and auction is pursuant to G.S. Chapter 160A-270(c).

Sincerely,

Andy Devane

Asset Manager



Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (2277-87-4727-0000) as a surplus asset that will be sold as is on GovDeals.com after board approval for a duration of 31 days.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's." The electronic publication will provide a link to the GovDeals.com auction website.

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property at public auction of the summary of this resolution and subsequent auction pursuant to G.S. Chapter 160A-270(c).

Adopted at a _____ meeting on

_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov

Appraiser: ZAB

Ag Use	LN	Soil	Acres	Rate	Value
					Value

<u>#</u>	<u>Comment</u>
2	Kings Drive



Doc No 20051518
Recorded 07/16/2019 12 45 24 PM
Fee Amt \$26 00 Page 1 of 2
Excise Tax \$7 00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4689 PG 164 - 165 (2)

Excise Tax \$7 00	Return after recording to →	Pender County
Parcel ID # 2277-87-4727-0000	Prepared by Richard T. Rodgers, Jr Esq	PO Box 5 Burgaw, NC 28425

BRIEF DESCRIPTION FOR INDEX → Lot 49 King's Estates Subdivision

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
7/13/2019

COMMISSIONER'S DEED

✓ Richard T. Rodgers, Jr., Commissioner Sherman & Rodgers, PLLC PO Box 250 Burgaw, NC 28425	Pender County PO Box 5 Burgaw, NC 28425
"Grantor"	"Grantee"

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

WITNESSETH

That whereas, Richard T. Rodgers, Jr was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding entitled Pender County et al v Unknown Heirs and/or Successors in Interest to Victor Allen Brown et al filed at 18-CVS-105 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 04/26/2019, 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

BEING all of lots #49, King's Estates Subdivision as shown on map of said subdivision recorded in map Book 25 at page 150 of the Pender County Registry.

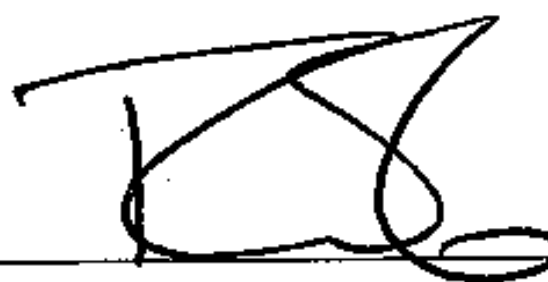
Parcel ID: 2277-87-4727-0000

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

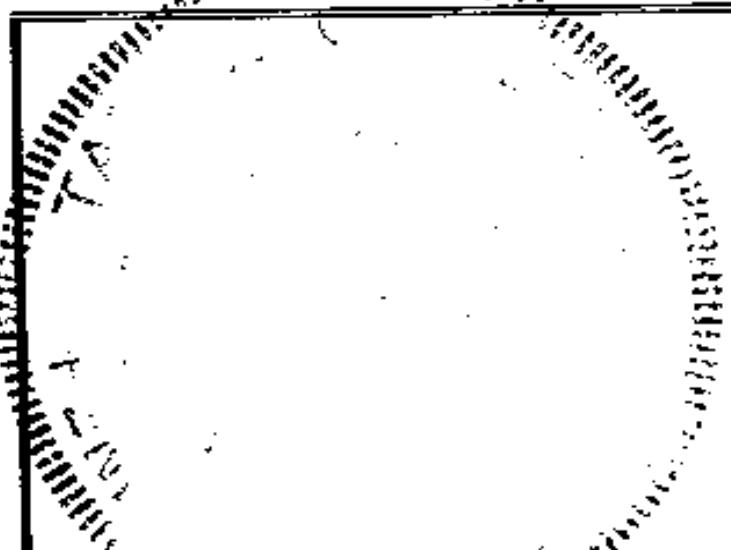
By: _____

Title

By: _____

Title

(Seal)



(Official Seal)

My commission expires:

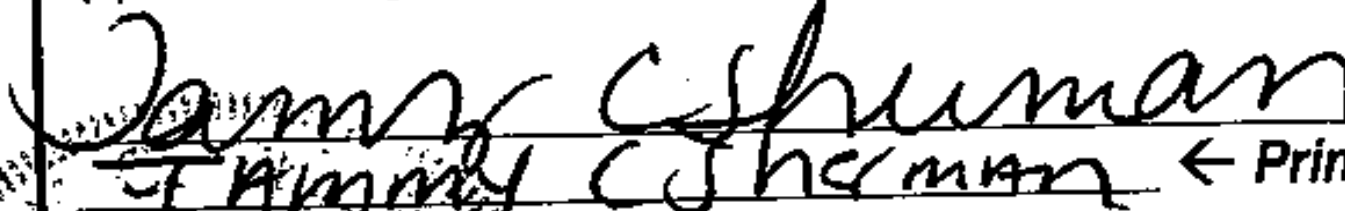
4-1-23

STATE OF NORTH CAROLINA, PENDER COUNTY

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

Richard T. Rodgers, Jr., Commissioner

↓ Official Signature of Notary ↓



James C. Sherman ← Printed (or typed) Name of Notary

Date:

7-15-19

NOTARY
MY
COMMISSION EXPIRES

PUBLIC



**Pender County
Approval of Surplus Property
Advertisement for Auction - King's
Estates 2277-87-3945-0000**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: November 7, 2022
SUBJECT: Approval of Surplus Property Advertisement for Auction - King's Estates
2277-87-3945-0000

SUMMARY:

Please consider attached documentation requesting authorization to advertise auction approval of surplus property - King's Estates 2277-87-3945-0000.

Note that this authorization only allows it to be publicly posted for auction, the final sale will require formal Board approval.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - King's Estates 2277-87-3945-0000

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Letter of recommendation for sale of real property

10/5/2022

Dear Commissioners,

For your consideration is a proposed sale of parcel number 2277-87-3945-0000 located on Union chapel Rd. in Burgaw that we acquired on 07/22/2019 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.49 of an acre. The estimated tax value of the land is \$6,175.00 in GIS.

I recommend the sale, via auction, of this parcel on the GovDeals.com website as it reaches a global audience. I recommend the starting bid for this parcel will be the current tax value of the land and go up from there. The County will not make any guarantees on the use of these properties.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic publication will provide a link to the GovDeals.com auction website. The electronic published notice and auction is pursuant to G.S. Chapter 160A-270(c).

Sincerely,

Andy Devane

Asset Manager



Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (2277-87-3945-0000) as a surplus asset that will be sold as is on GovDeals.com after board approval for a duration of 31 days.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's." The electronic publication will provide a link to the GovDeals.com auction website.

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property at public auction of the summary of this resolution and subsequent auction pursuant to G.S. Chapter 160A-270(c).

Adopted at a _____ meeting on

_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov

Doc No 20051516
Recorded 07/16/2019 12 40 36 PM
Fee Amt \$26 00 Page 1 of 2
Excise Tax \$7 00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4689 PG 160 - 161 (2)

Excise Tax \$7 00	Return after recording to →	Pender County
Parcel ID # 2277-87-3945-0000	Prepared by Richard T Rodgers, Jr Esq	PO Box 5 Burgaw, NC 28425

BRIEF DESCRIPTION FOR INDEX → Lot 53 King's Estates Subdivision

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
7/13/2019

COMMISSIONER'S DEED

Richard T. Rodgers, Jr , Commissioner Sherman & Rodgers, PLLC PO Box 250 Burgaw, NC 28425	Pender County PO Box 5 Burgaw, NC 28425
"Grantor"	"Grantee"

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

WITNESSETH

That whereas, Richard T Rodgers, Jr was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding entitled Pender County et. al v Unknown Heirs and/or Successors in Interest to Victor Allen Brown et. al filed at 18-CVS-106 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 04/26/2019, 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:

BEING all of Lot #53, King's Estates Subdivision as shown on the map of said subdivision recorded in Map Book 25, at page 150, of the Pender County Registry, Burgaw, North Carolina.

Parcel ID: 2277-87-3945-0000

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

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

(Entity Name)

USE BLACK INK ONLY



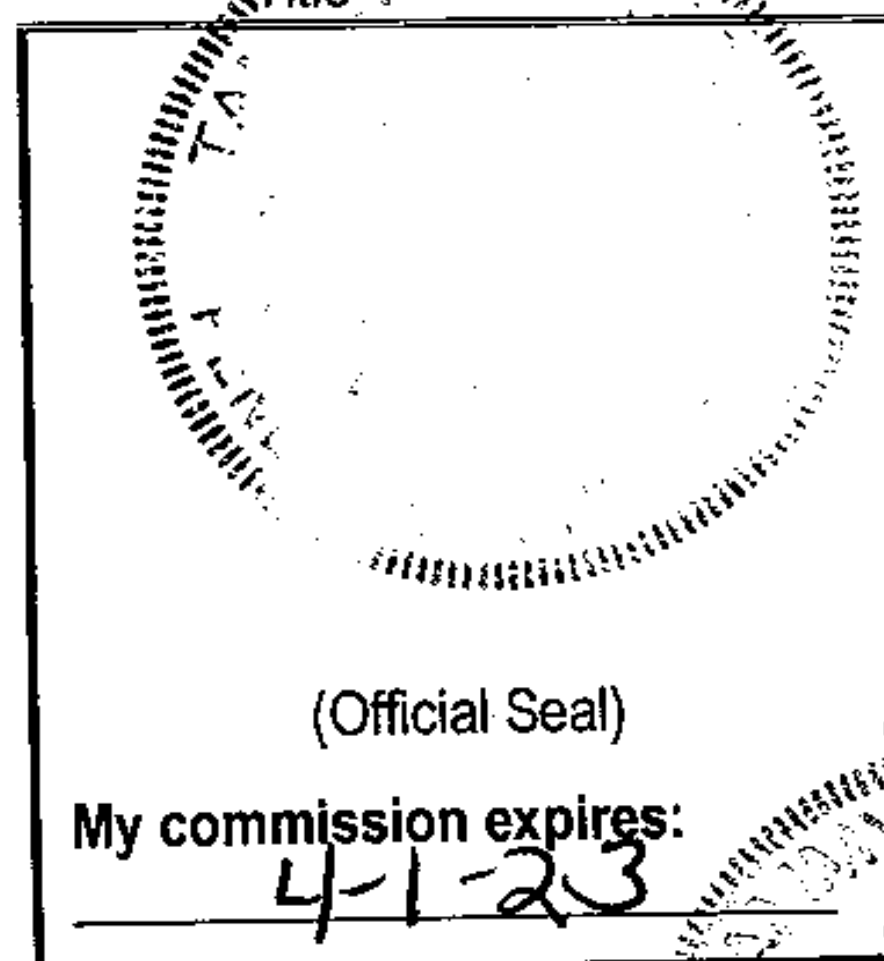
(Seal)

Richard T. Rodgers, Jr., Commissioner

By: _____
Title

By: _____
Title

(Seal)



STATE OF NORTH CAROLINA, PENDER COUNTY

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

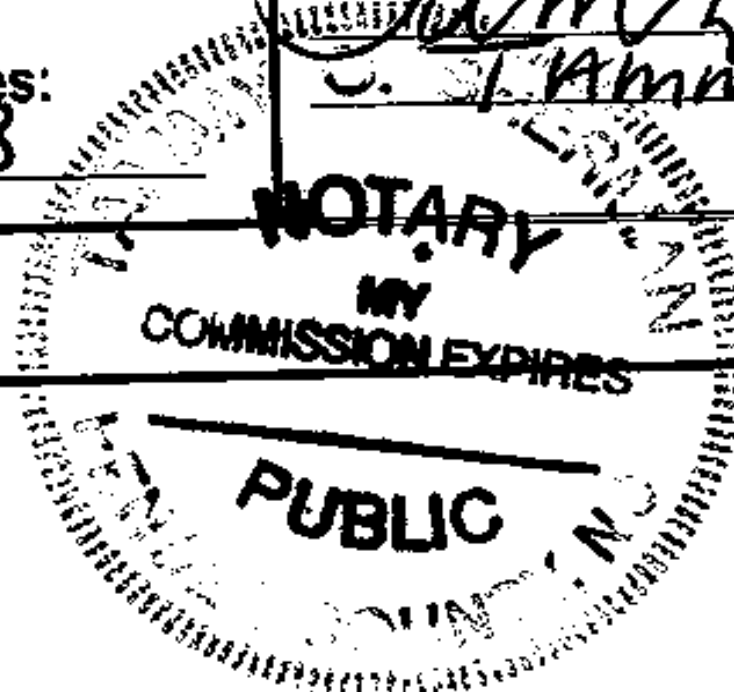
Richard T. Rodgers, Jr., Commissioner

Official Signature of Notary


James C. Shuman

Printed (or typed) Name of Notary

7-15-19
Date:





**Pender County
Approval of Surplus Property
Advertisement for Auction - 25529 US
Hwy 421**

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	November 7, 2022
SUBJECT:	Approval of Surplus Property Advertisement for Auction - 25529 US Hwy 421

SUMMARY:

Please consider attached documentation requesting authorization to advertise auction approval of surplus property - 25529 US Hwy 421.

Note that this authorization only allows it to be publicly posted for auction, the final sale will require formal Board approval.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - 25529 US Hwy 421

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Letter of recommendation for sale of real property

10/7/2022

Dear Commissioners,

For your consideration is a proposed sale of parcel number 2353-65-3425-0000 located at 25529 US HWY 421 in the Columbia township that we acquired on 04/16/2001 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 1.43 acres. The estimated tax value of the land is \$8,043.00 in GIS.

I recommend the sale, via auction, of this parcel on the GovDeals.com website as it reaches a global audience. I recommend the starting bid for this parcel will be the current tax value of the land and go up from there. The County will not make any guarantees on the use of these properties.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic publication will provide a link to the GovDeals.com auction website. The electronic published notice and auction is pursuant to G.S. Chapter 160A-270(c).

Sincerely,

Andy Devane

Asset Manager

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (2353-65-3425-0000) as a surplus asset that will be sold as is on GovDeals.com after board approval for a duration of 31 days.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's." The electronic publication will provide a link to the GovDeals.com auction website.

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property at public auction of the summary of this resolution and subsequent auction pursuant to G.S. Chapter 160A-270(c).

Adopted at a _____ meeting on

_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov

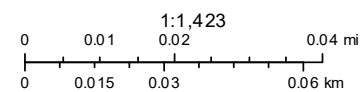


PIN: 2353-65-3425-0000
 Owner: PENDER COUNTY
 P O BOX 366
 BURGAW, NC 28425
 Deed Ref: 1714/41
 Property
 Address: 25529 US HWY 421
 Description: 1.5 ACRES, HWY 421

Sale Price:
 Sale Date: LAST_SALE_DATE
 Plat: NOPLAT
 Account No: 590288
 Township: COLUMBIA
 Subdivision:
 Tax Codes: G01 F26 R40

Acres: 1.43
 Land Value: \$8,043
 Building Value: \$0
 Total value: \$8,043
 Deferred Value: \$0
 Exempt Amount: 8043
 PCL Class: EX-1
 Heated Sq Feet:

Pender County



1 inch = 119 feet

05/28/2001



✓ Corbett

BK1714PG041

FILED

01 MAY 29 PM 1:46

JOYCE M. SWICEGOOD
REGISTER OF DEEDS
PENDER COUNTY, NC

Excise Tax \$ ____ .00

Recording Data

This deed prepared by Corbett & Fisler, Attorneys at Law, P. O. Drawer 727, Burgaw, NC 28425.

DEED

THIS DEED made on April 16, 2001, by:

file

GRANTOR

ROBERT H. CORBETT,
COMMISSIONER

GRANTEE

PENDER COUNTY

Recorded and Verified
Joyce M. Swicegood
Register of Deeds
Pender County, NC

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

WITNESSETH

1. Grantor was empowered to offer the property described below for public sale by the orders entered in Pender County vs. The Unknown Successors In Interest To Cora Lee Nixon, *et al.*, 00 CVS 633 (Pender County, North Carolina), and
2. Grantee became the last and highest bidder.

NOW, THEREFORE, Grantor, for a valuable consideration paid by Grantee, receipt of which is acknowledged, conveys to Grantee in fee simple, the parcel of land located in Columbia Township, Pender County, North Carolina, described as:

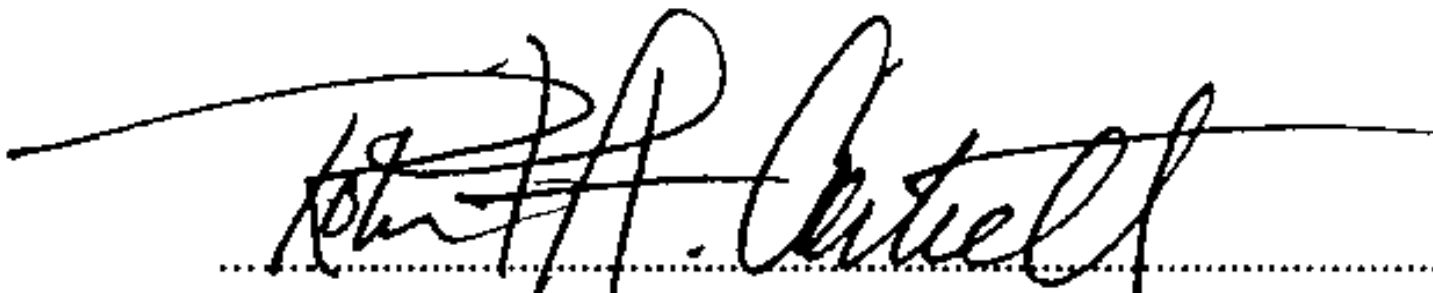
BEGINNING at an iron stake on the Western side of Highway No. 421. Thence North 28° 00' 00" West 209 feet to an iron pipe adjoining Henry Franklin Taylor's corner. Thence running with the Taylor line South 62° 00' 00" East 409 feet to a corner. Thence South 27 1/2° 00' 00" East 209 feet to a corner. Thence North 62° 00' 00" West 409 feet to the **BEGINNING**, containing two acres more or less, excepting from the above the property described in the deed recorded in Deed Book 505, at page 99, of the Registry of Pender County, North Carolina.

Grantee shall have and hold the above land and all its privileges and appurtenances in fee simple.

Title to the property described above is subject to *ad valorem* taxes for 2001 and subsequent years.

BK1714pg041.A

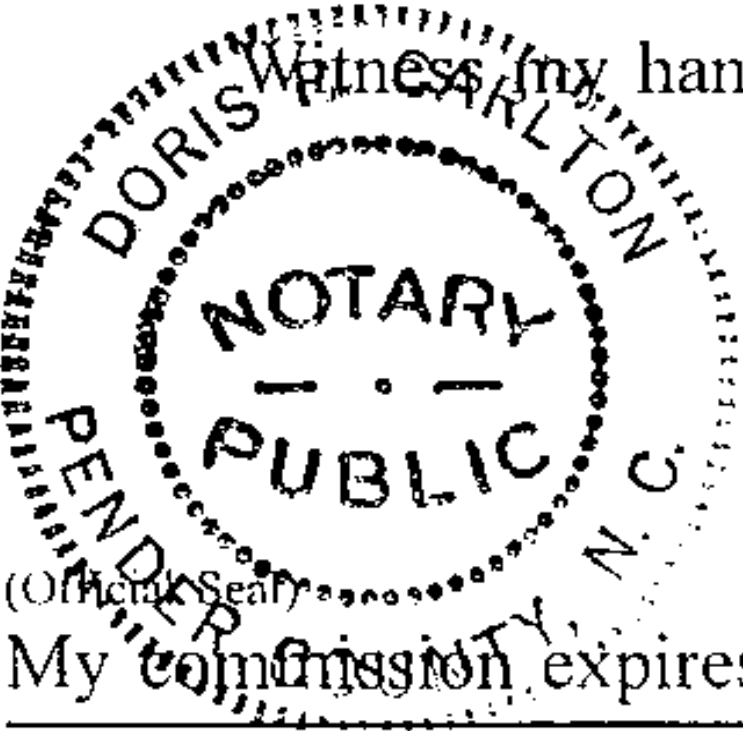
IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, the day and year first above written.

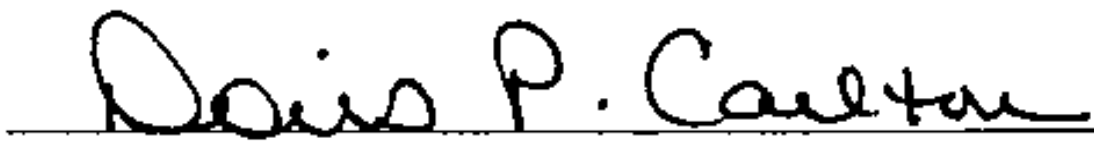
 (Seal)
Robert H. Corbett, Commissioner

STATE OF NORTH CAROLINA, COUNTY OF PENDER

I, Doris P. Carlton, a Notary Public of the County and State aforesaid, certify that Robert H. Corbett, Commissioner, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

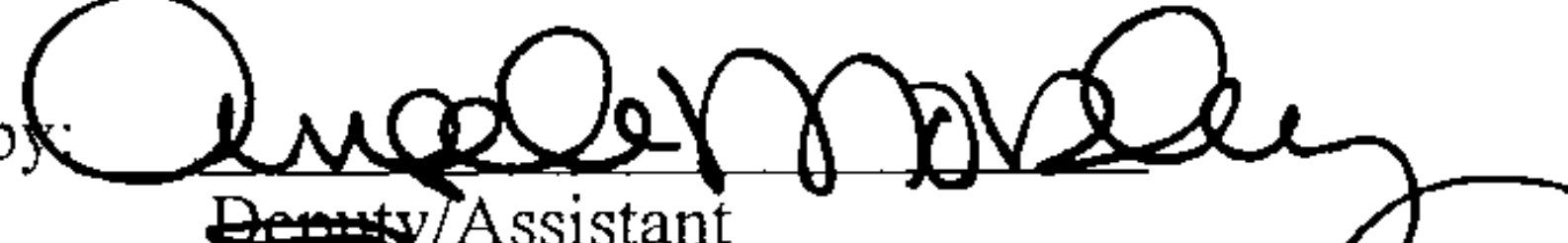
Witness my hand and official seal, this 11th day of April 2001.




Signature of Notary Public

The foregoing certificate of Doris P. Carlton, a Notary Public, is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and page shown on the first page hereof.

Joyce M. Swicegood
Pender County Register of Deeds

by: 
Deputy/Assistant



**Pender County
Approval of Surplus Property
Advertisement for Auction - Hwy 117,
Union 3321-22-7541-0000**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: November 7, 2022
SUBJECT: Approval of Surplus Property Advertisement for Auction - Hwy 117,
Union 3321-22-7541-0000

SUMMARY:

Please consider attached documentation requesting authorization to advertise auction approval of surplus property - Hwy 117, Union 3321-22-7541-0000.

Note that this authorization only allows it to be publicly posted for auction, the final sale will require formal Board approval.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - Hwy 117, Union 3321-22-7541-0000

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Letter of recommendation for sale of real property

10/7/2022

Dear Commissioners,

For your consideration is a proposed sale of parcel number 3321-22-7541-0000 located off US HWY 117 in the Union township that we acquired on 11/03/1987 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.55 acres. The estimated tax value of the land is \$6,253.00 in GIS.

I recommend the sale, via auction, of this parcel on the GovDeals.com website as it reaches a global audience. I recommend the starting bid for this parcel will be the current tax value of the land and go up from there. The County will not make any guarantees on the use of these properties.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic publication will provide a link to the GovDeals.com auction website. The electronic published notice and auction is pursuant to G.S. Chapter 160A-270(c).

Sincerely,

Andy Devane

Asset Manager



Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (3321-22-7541-0000) as a surplus asset that will be sold as is on GovDeals.com after board approval for a duration of 31 days.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's." The electronic publication will provide a link to the GovDeals.com auction website.

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property at public auction of the summary of this resolution and subsequent auction pursuant to G.S. Chapter 160A-270(c).

Adopted at a _____ meeting on

_____ 2022

Pender County Authorized Representative

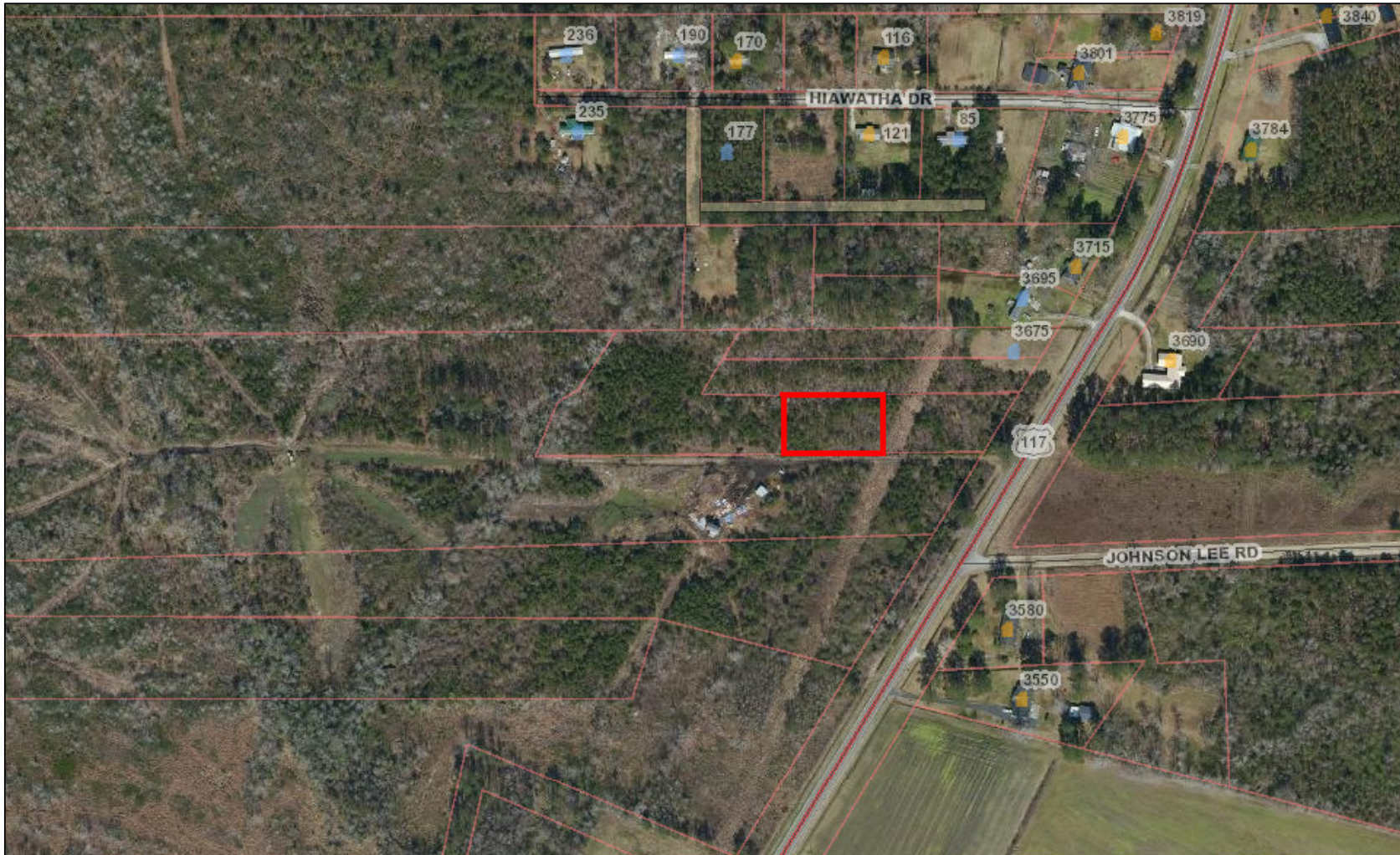
ATTEST:

County Clerk

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov

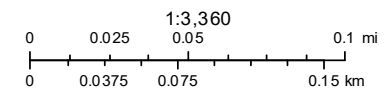


PIN: 3321-22-7541-0000
 Owner: PENDER COUNTY
 P O BOX 366
 BURGAW, NC 28425
 Deed Ref: 700/306
 Property
 Address: 117 HWY OFF
 Description: OFF W/S 117

Sale Price:
 Sale Date: LAST_SALE_DATE
 Plat: NOPLAT
 Account No: 590317
 Township: UNION
 Subdivision:
 Tax Codes: G01 F21 R40

Acres: 0.55
 Land Value:
 Building Value:
 Total value:
 Deferred Value:
 Exempt Amount: 6253
 PCL Class: EX-1
 Heated Sq Feet:

Pender County



1 inch = 280 feet

12/31/1969



Filed for registration on the 3rd Day of November 19 87 At 9:50 O'clock A M.

and registered in the office of the Register of Deeds
for Pender County in Book No. 700 Page 306

Shirley Overstreet
Register of Deeds for
PENDER COUNTY

Excise Tax

Recording Data

Tax Listing noted by: _____, Assessor's Office

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

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

Brief description for the index: Union-0.55 ac--off W/S U.S. 117

DEED

THIS DEED, made this 3RD day of November, 1987, by and between:

✓ GRANTOR: Harry L. Webb, Commissioner, acting in accordance with the orders entered in case number 86 CVD 121 (Pender County, North Carolina)

GRANTEE: Pender County

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

Grantor, for a valuable consideration paid by Grantee, receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, those certain lots or parcels of land situated in Union Township, Pender County, North Carolina, approximately 67 yards West of the 150 foot right of way of U.S. Highway #117, and being more particularly described as:

BEGINNING at an iron pipe in William Johnson, Sr., old Southernmost line, said iron pipe is located N 86° 40' W 287.81 feet along said William Johnson, Sr., old Southernmost line from an old railroad spike in the center of the pavement of U.S. Highway #117; said railroad spike is located N 34° 49' E 265.21 feet from an old steel spike at the intersection of the center of the pavement of U.S. Highway #117 and the center of the graded portion of S.R. #1505; running thence from said BEGINNING iron pipe, so located, N 86° 40' W 200.00 feet with the old Southernmost line of



**Pender County
Approval of Surplus Property
Advertisement for Auction - Old River
Road, Burgaw 3247-56-7544-0000**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: November 7, 2022
SUBJECT: Approval of Surplus Property Advertisement for Auction - Old River
Road, Burgaw 3247-56-7544-0000

SUMMARY:

Please consider attached documentation requesting authorization to advertise auction approval of surplus property - Old River Road, Burgaw 3247-56-7544-0000.

Note that this authorization only allows it to be publicly posted for auction, the final sale will require formal Board approval.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - Old River Road, Burgaw
3247-56-7544-0000

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane
(910)
adevane@pendercountync.gov

Letter of recommendation for sale of real property

10/18/2022

Dear Commissioners,

For your consideration is a proposed sale of parcel number 3247-56-7544-0000 located on Old River Rd in Burgaw that we acquired on 08/17/2018 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 1.42 acres. The estimated tax value of the parcel is \$12,100 in GIS.

I recommend the sale, via auction, of this parcel on the GovDeals.com website as it reaches a global audience. I recommend the starting bid for this parcel will be the current tax value of the land and go up from there. The County will not make any guarantees on the use of these properties.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic publication will provide a link to the GovDeals.com auction website. The electronic published notice and auction is pursuant to G.S. Chapter 160A-270(c).

Sincerely,

Andy Devane
Asset Manager



Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane
(910)
adevane@pendercountync.gov

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (3247-56-7544-0000) as a surplus asset that will be sold as is on GovDeals.com after board approval for a duration of 31 days.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's." The electronic publication will provide a link to the GovDeals.com auction website.

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property at public auction of the summary of this resolution and subsequent auction pursuant to G.S. Chapter 160A-270(c).

Adopted at a _____ meeting on

_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane
(910)
adevane@pendercountync.gov

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov

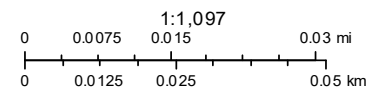


PIN: 3247-56-7544-0000
 Owner: PENDER CNTY
 PO BOX 4
 BURGAW, NC 28425
 Deed Ref: 4670/2765
 Property Address:
 Description: 1.42 ACRES AT SR 1514 JCT

Sale Price: \$5,500
 Sale Date: LAST_SALE_DATE
 Plat: NOPLAT
 Account No: 980936
 Township: BURGAW
 Subdivision:
 Tax Codes: G01 F21 R40

Acres: 1.42
 Land Value: \$12,100
 Building Value: \$0
 Total value: \$12,100
 Deferred Value: \$0
 Exempt Amount: 12100
 PCL Class: E
 Heated Sq Feet:

Pender County



1 inch = 91 feet
 08/20/2018



Doc No: 20040301
Recorded: 08/21/2018 01:01:07 PM
Fee Amt: \$26.00 Page 1 of 2
Excise Tax: \$11.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4670 PG 2765 - 2766 (2)

Excise Tax \$11.00	Return after recording to →	Pender County
	Prepared by	PO Box 4
Parcel ID # 3247-56-7544-0000	Richard T. Rodgers, Jr., Esq.	Burgaw, NC 28425

BRIEF DESCRIPTION FOR INDEX →	1.42 acres
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STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
8/17/2018

COMMISSIONER'S
DEED

Richard T. Rodgers, Jr., Commissioner Sherman & Rodgers, PLLC PO Box 250 Burgaw, NC 28425	Pender County PO Box 4 Burgaw, NC 28425
“Grantor”	“Grantee”

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

WITNESSETH

That whereas, Richard T. Rodgers, Jr. was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding entitled Pender County et. al. v. Patrick Hand et. al. filed at 17-CVS-903 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 06/22/2018, offer the land hereinafter described at a public sale at the Pender County Courthouse door, and Pender County became the last and highest bidder for said land in the amount shown on the Report of Sale or final Upset Bid reflected in the above-referenced Court File; and the sale having been confirmed, and Richard T. Rodgers, Jr., commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

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

BEGINNING at an iron pipe in the paved centerline of SR 1411, said iron stake being located along said centerline at appoint that is directly above and between two culverts that accommodate the waters of Williams Branch beneath the roadway; and running thence, from the Beginning, so located,

1. Up the run of said Williams Branch as it meanders in a Northwestwardly direction the following traverse courses and distances from point to point along or near said run; North 43 degrees 41 minutes 10 seconds West 36.44 feet, North 60 degrees 55 minutes 43 seconds West 55.09 feet, North 58 degrees 33 minutes 21 seconds West 34.78 feet, North 54 degrees 56 minutes 41 seconds West 48.20 feet, North 14 degrees 44 minutes 30 seconds West 34.30 feet, North 39 degrees 02 minutes 30 seconds West 54.72 feet, North 48 degrees 52 minutes 30 seconds West 54.70 feet, North 47 degrees 00 minutes 00 seconds West 25.00 feet, North 38 degrees 24 minutes 19 seconds West 69.96 feet, North 51 degrees 59 minutes 21 seconds West 87.64 feet, North 37 degrees 41 minutes 02 seconds West 20.05 feet, North 64 degrees 50 minutes 50 seconds West 25.60 feet to a point in said run; thence,
2. South 82 degrees 20 minutes 39 seconds East 453.07 feet (passing over iron pipes inline at 84.69 feet and 389.37 feet) to an iron stake in the centerline of SR 1514 that is 3.00 feet more or less, West of the Western edge of the pavement; thence,
3. With the centerline of SR 1514 South 09 degrees 02 minutes 04 seconds West 212.74 feet to an existing railroad spike located in the curved paved centerline of SR 1411; thence,
4. Along said the centerline of SR 1411 as it curves to the left South 14 degrees 04 minutes 51 seconds West 73.97 feet to an existing nail inline; thence,
5. Continuing along said centerline as it continues to curve to the left South 10 degrees 28 minutes 13 seconds West 71.29 feet to the Beginning, containing 1.418 acres more or less, after the exclusion of those portions of SR 1411 and SR 1514 (60 foot right of way) contained within the above described boundaries and is as particularly surveyed by Thompson Surveying Co. PA of Burgaw, NC during December 1998.

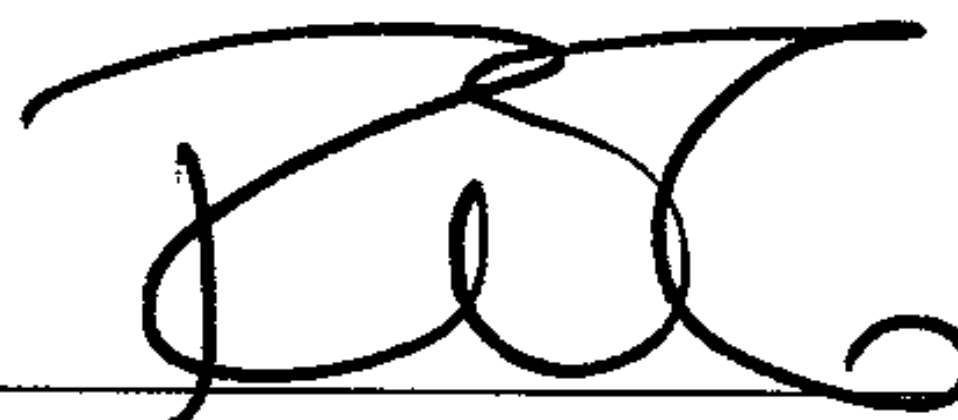
Parcel ID: 3247-56-7544-0000

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

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

(Entity Name)

USE BLACK INK ONLY



(Seal)

Richard T. Rodgers, Jr., Commissioner

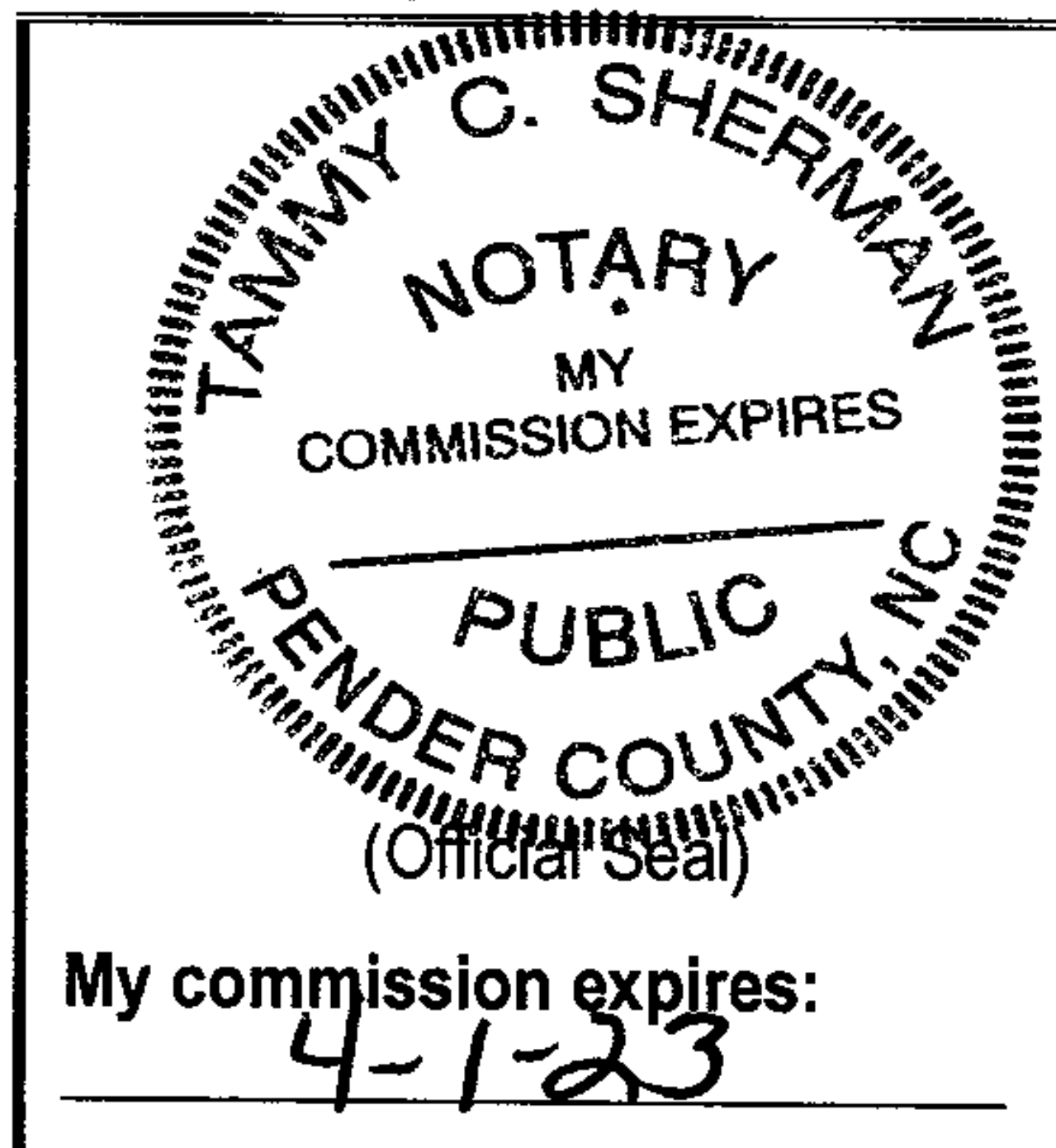
By: _____

Title

By: _____

Title

(Seal)

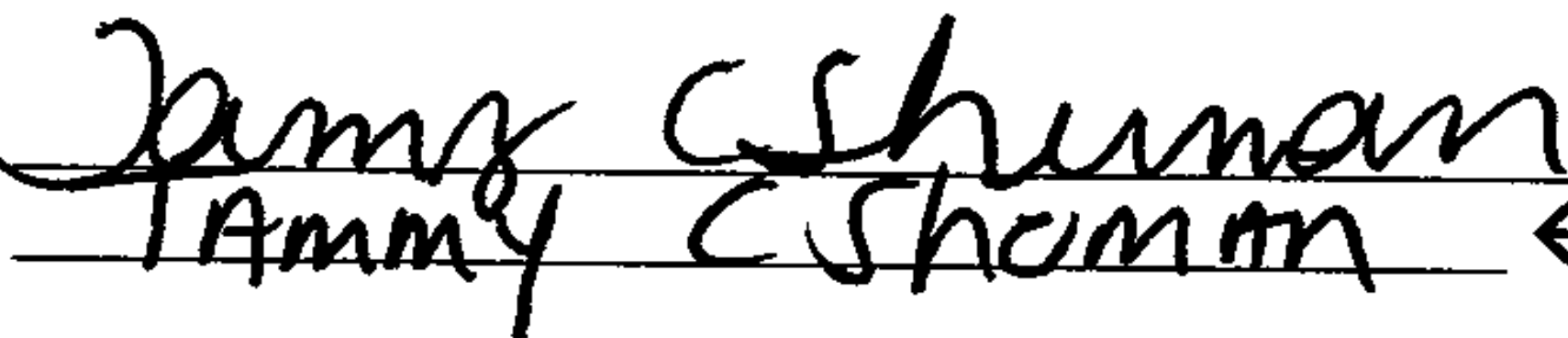


STATE OF NORTH CAROLINA, PENDER COUNTY

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

Richard T. Rodgers, Jr., Commissioner

↓↓ Official Signature of Notary ↓↓



← Printed (or typed) Name of Notary

8-17-18
Date:



**Pender County
Approval of Surplus Property
Advertisement for Auction - McDuffie
Road 2277-21-5048-0000**

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	November 7, 2022
SUBJECT:	Approval of Surplus Property Advertisement for Auction - McDuffie Road 2277-21-5048-0000

SUMMARY:

Please consider attached documentation requesting authorization to advertise auction approval of surplus property - McDuffie Road 2277-21-5048-0000.

Note that this authorization only allows it to be publicly posted for auction, the final sale will require formal Board approval.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - McDuffie Road 2277-21-5048-0000

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Letter of recommendation for sale of real property

10/7/2022

Dear Commissioners,

For your consideration is a proposed sale of parcel number 2277-21-5048-0000 located off McDuffie Rd. in Grady Township that we acquired on 07/16/2019 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 1.43 acres. The estimated tax value of the land is \$47,000.00 in GIS.

I recommend the sale, via auction, of this parcel on the GovDeals.com website as it reaches a global audience. I recommend the starting bid for this parcel will be the current tax value of the land and go up from there. The County will not make any guarantees on the use of these properties.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic publication will provide a link to the GovDeals.com auction website. The electronic published notice and auction is pursuant to G.S. Chapter 160A-270(c).

Sincerely,

Andy Devane

Asset Manager



Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (2277-21-5048-0000) as a surplus asset that will be sold as is on GovDeals.com after board approval for a duration of 31 days.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's." The electronic publication will provide a link to the GovDeals.com auction website.

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property at public auction of the summary of this resolution and subsequent auction pursuant to G.S. Chapter 160A-270(c).

Adopted at a _____ meeting on

_____ 2022

Pender County Authorized Representative

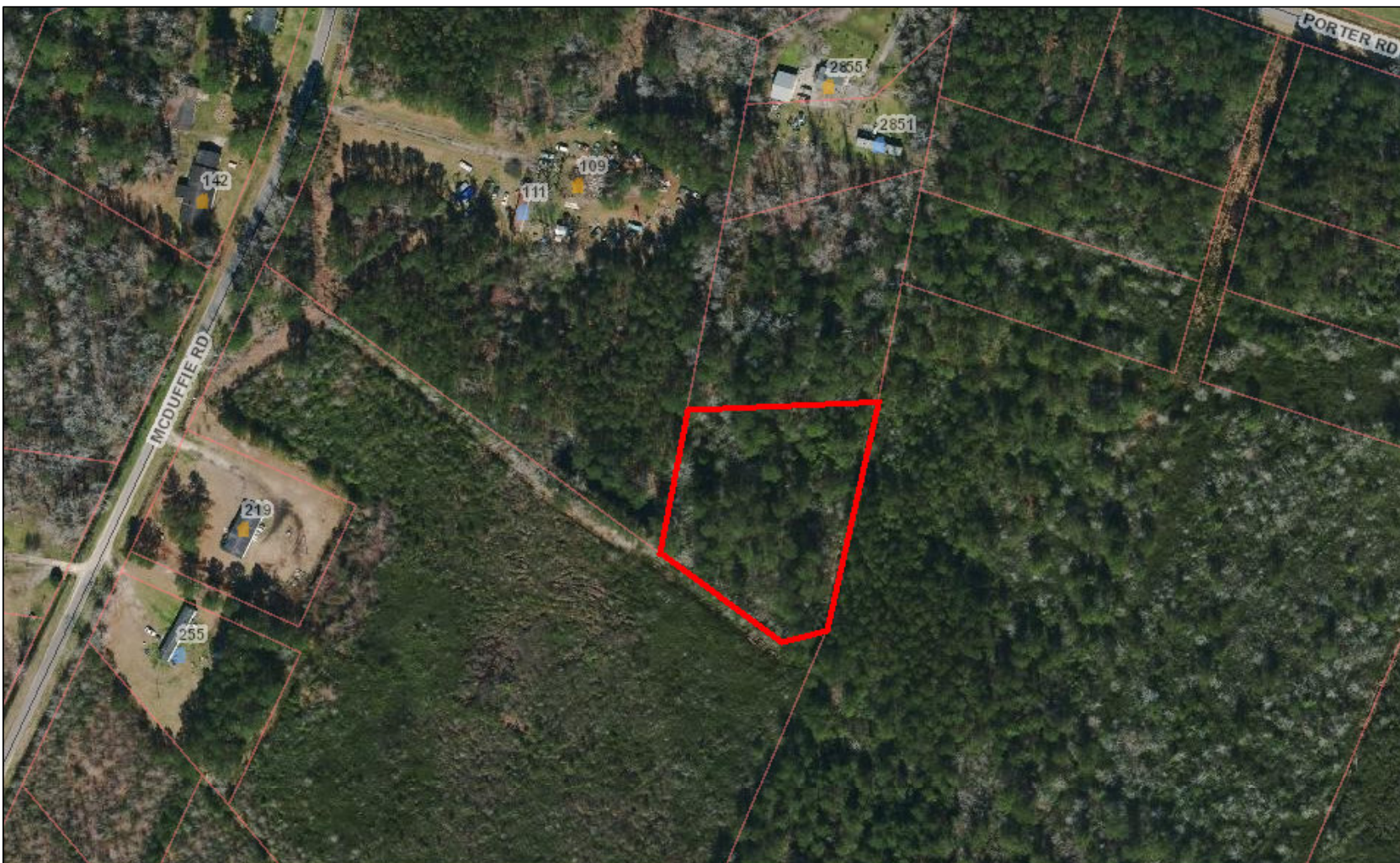
ATTEST:

County Clerk

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov

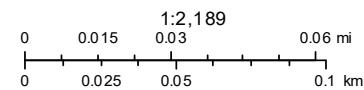


PIN: 2277-21-5048-0000
 Owner: PENDER COUNTY
 PO BOX 5
 BURGAW, NC 28425
 Deed Ref: 4689/158
 Property Address:
 Description: L4, OFF S/S 1118

Sale Price: \$4,500
 Sale Date: LAST_SALE_DATE
 Plat: NOPLAT
 Account No: 1002806
 Township: GRADY
 Subdivision:
 Tax Codes: G01 F28 R40

Acres: 1.4
 Land Value: \$47,000
 Building Value: \$0
 Total value: \$47,000
 Deferred Value: \$0
 Exempt Amount: 47000
 PCL Class: E
 Heated Sq Feet:

Pender County



1 inch = 182 feet

07/15/2019





Doc No 20051514
Recorded 07/16/2019 12 36 43 PM
Fee Amt \$26 00 Page 1 of 2
Excise Tax \$9 00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4689 PG 158 - 159 (2)

Excise Tax \$9 00	Return after recording to →	Pender County
Parcel ID # 2277-21-5048-0000	Prepared by Richard T Rodgers, Jr., Esq	PO Box 5 Burgaw, NC 28425

BRIEF DESCRIPTION FOR INDEX → 1.4 acres

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
7/13/2019

COMMISSIONER'S DEED

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

Pender County
PO Box 5
Burgaw, NC 28425

“Grantor”

“Grantee”

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 David Allen Jenkins et al. filed at 18-CVS-289 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 04/26/2019, 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

Being all of Lot 4 in the Division of the Estate of James McPherson and wife, according to a map thereof prepared by Joe. K. Riser, RLS, dated March 1977 and recorded in Map Book 15 at Page 57 of the Pender County Registry.

Parcel ID: 2277-21-5048-0000

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

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

(Entity Name)

USE BLACK INK ONLY



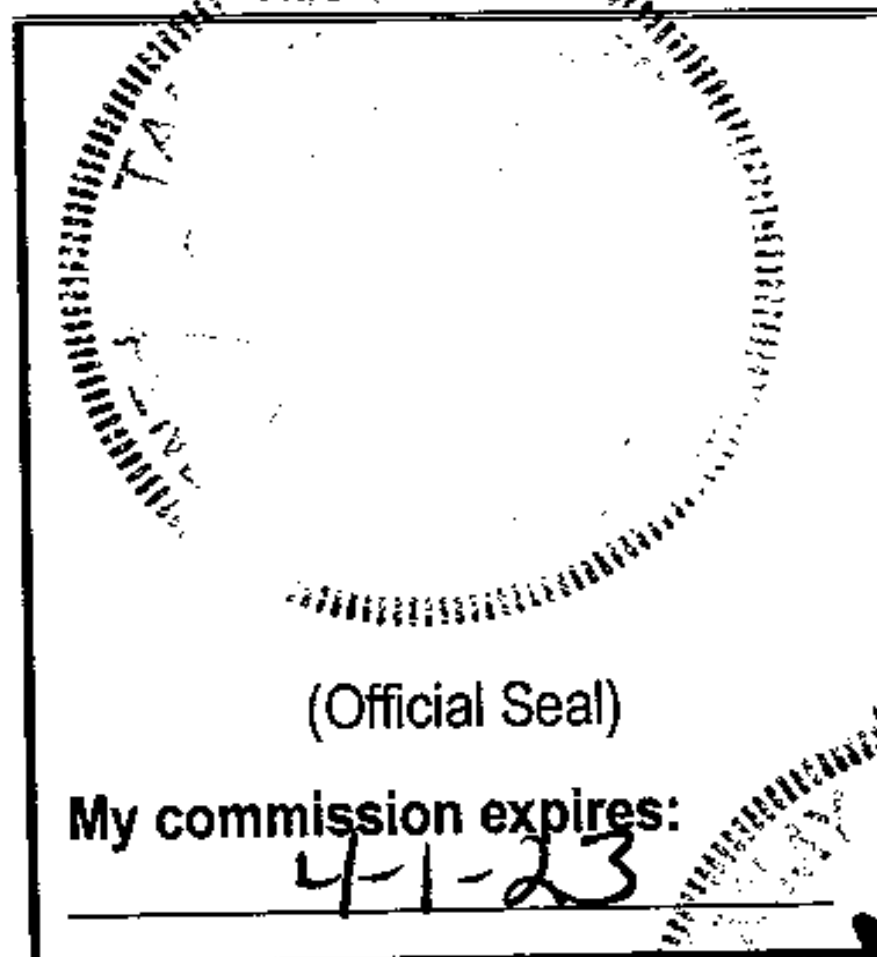
(Seal)

Richard T. Rodgers, Jr., Commissioner

By: _____
Title

By: _____
Title

(Seal)

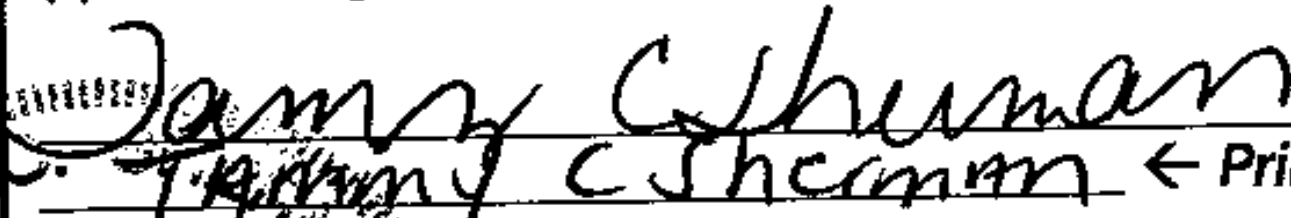


STATE OF NORTH CAROLINA, PENDER COUNTY

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

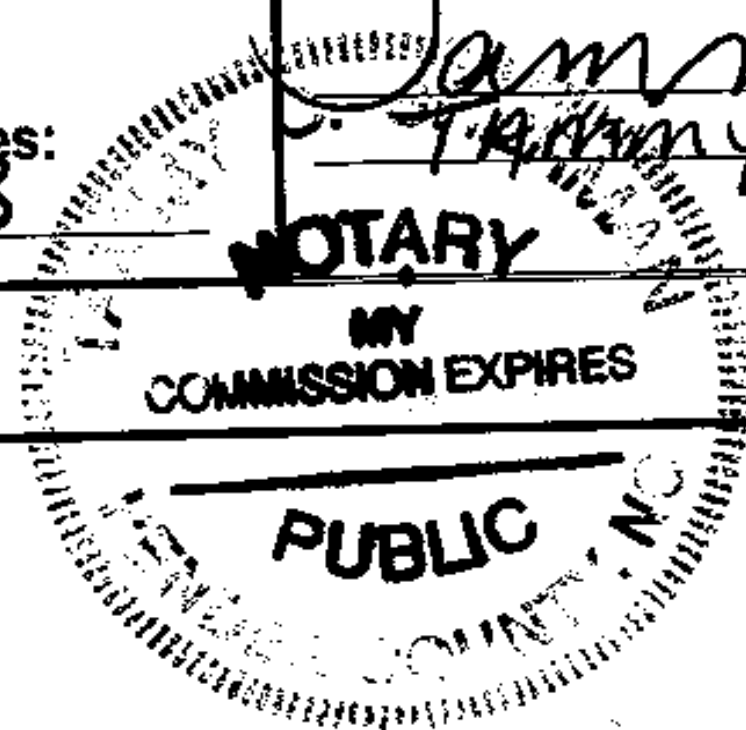
Richard T. Rodgers, Jr., Commissioner

↓ ↓ Official Signature of Notary ↓ ↓



Jammy C. Shuman ← Printed (or typed) Name of Notary

7-15-19
Date:





**Pender County
Approval of Surplus Property
Advertisement for Auction - Little Egypt
Road 2354-71-6682-0000**

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	November 7, 2022
SUBJECT:	Approval of Surplus Property Advertisement for Auction - Little Egypt Road 2354-71-6682-0000

SUMMARY:

Please consider attached documentation requesting authorization to advertise auction approval of surplus property - Little Egypt Road 2354-71-6682-0000.

Note that this authorization only allows it to be publicly posted for auction, the final sale will require formal Board approval.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - Little Egypt Road 2354-71-6682-0000

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Letter of recommendation for sale of real property

10/5/2022

Dear Commissioners,

For your consideration is a proposed sale of parcel number 2354-71-6682-0000 located off Little Egypt Rd. in Columbia Township that we acquired on 08/21/1970 thru tax foreclosure proceedings. The parcel is landlocked and consists of a wooded lot on 85 acres. The estimated tax value of the land is \$175,000.00 in GIS.

I recommend the sale, via auction, of this parcel on the GovDeals.com website as it reaches a global audience. I recommend the starting bid for this parcel will be the current tax value of the land and go up from there. The County will not make any guarantees on the use of these properties.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic publication will provide a link to the GovDeals.com auction website. The electronic published notice and auction is pursuant to G.S. Chapter 160A-270(c).

Sincerely,

Andy Devane

Asset Manager



Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane

adevane@pendercountync.gov

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (2354-71-6682-0000) as a surplus asset that will be sold as is on GovDeals.com after board approval for a duration of 31 days.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's." The electronic publication will provide a link to the GovDeals.com auction website.

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property at public auction of the summary of this resolution and subsequent auction pursuant to G.S. Chapter 160A-270(c).

Adopted at a _____ meeting on

_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov

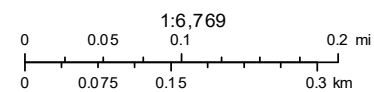


PIN: 2354-71-6682-0000
 Owner: PENDER COUNTY
 P O BOX 366
 BURGAW, NC 28425
 Deed Ref: 429/510
 Property
 Address: 421 HWY OFF
 Description: OFF E 421 N OF 1300

Sale Price: \$655
 Sale Date: LAST_SALE_DATE
 Plat: NOPLAT
 Account No: 590290
 Township: COLUMBIA
 Subdivision:
 Tax Codes: G01 F27 R40

Acres: 100
 Land Value: \$175,000
 Building Value: \$0
 Total value: \$175,000
 Deferred Value: \$0
 Exempt Amount: 175000
 PCL Class: EX-1
 Heated Sq Feet:

Pender County



1 inch = 564 feet

08/20/1970



429-510

NORTH CAROLINA
PENDER COUNTY

THIS DEED, made this the 21 day of August, 1970
by Commissioner, pursuant to a judgment of the Superior Court of Pender County in an action
entitled Pender County vs. Jack G. Stocks and wife, Delores I. Stocks; Garland
H. Williams and wife, Della L. Williams; 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 10 day of
August, 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 \$655.13; and whereas, more
than 10 days elapsed after said sale and the report thereof to the Court without any/or advanced
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,
a municipal corporation that certain parcel or lot of land situated
in Columbia Township, Pender County, North Carolina, and more
particularly described as follows:

BEGINNING at a stake in John Croom's line (Newkirk's corner), said
corner being located North 49 1/2° East 2640 feet from Newkirk's corner
in Dead Pine Branch; running thence South 36° East 2630 feet to a
stake; thence North 63° 30' East 2305 feet to a stake; thence North
26° West 3270 feet to a stake in John Croom's line; thence with said
Croom's line to the Point of Beginning, containing 100 acres, more or
less. See Book 389, Page 303, Pender County Registry.



**Pender County
Approval of Surplus Property
Advertisement for Auction - Listed
Generators**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: November 7, 2022
SUBJECT: Approval of Surplus Property Advertisement for Auction - Listed
Generators

SUMMARY:

Please consider attached documentation requesting authorization to surplus listed generators.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - Listed Generators

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane
(910) 259-1467
adevane@pendercountync.gov

Letter of recommendation for sale of asset

10/19/2022

Dear Commissioners,

Attached for your consideration is a proposed sale of a list of generators deemed no longer necessary or desirable for county use. These assets have reached a threshold for surplus based on the needs of the departments they were assigned to. These assets have been reviewed for possible use elsewhere and has been determined by staff to be surplus and are no longer required for use.

I recommend the sale, via auction, of the vehicle on the GovDeals.com website. The County uses GovDeals.com electronic auction site as it reaches a global audience

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic publication will provide a link to the GovDeals.com auction website. The electronic published notice and auction is pursuant to G.S. Chapter 160A-270(c).

Sincerely,

Andy Devane
Asset Manager

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane
(910) 259-1467
adevane@pendercountync.gov

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the list of assets as a surplus asset that will be sold as individual on GovDeals.com after board approval for a duration of 10 days.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's." The electronic publication will provide a link to the GovDeals.com auction website.

THEREFORE, BE IT RESOLVED:

THAT, the attached list more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property at public auction of the summary of this resolution and subsequent auction pursuant to G.S. Chapter 160A-270(c).

Adopted at a _____ meeting on
_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk



Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane
(910) 259-1467
e@pendercountync.gov

Pender County Summary of Surplus Items Requested for Surplus

Description	ITEM #	QTY
60 KW GENERATOR MODEL 60ROZJ/SERIAL NUMBER 0667314	2022.10.19-001	1
40 KW GENERATOR MODEL 40ROZJ/SERIAL NUMBER 0632165	2022.10.19-002	1
80 KW GENERATOR MODEL 80ROZJ/SERIAL NUMBER 0681250	2022.10.19-003	1
100 KW GENERATOR MODEL 100ROZJ/SERIAL NUMBER 0663639	2022.10.19-004	1





Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Justian Pound
DATE: November 7, 2022
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 October 2022.



Pender County

Request For Board Action

DATE OF MEETING: November 7, 2022

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
2021	AGOULNIK, ARTEM SERGEEVICH	259257948	405.71	SOLD
2022	ANSLEY, VICTOR KING	259769418	274.71	DOUBLELIST
2022	ANTONECCHIA, BENEDICT	258217455	125.87	SOLD
2021	HOPKINS, ADELA DENISE	259055667	196.05	SOLD
2021	JBC LANDSCAPING AND CONST	344008264	128.50	SITUS
2021	MILES, SALLY LARUE	346031544	529.06	DOUBLELIST
2021	PFANZELTER, JOSEPH JOHN	257532525	101.08	SOLD
2021	PULLINGER, JEFFREY PRAKASH	259158954	317.29	MILTRY EXEMPT
2022	PULLINGER, JEFFREY PRAKASH	259158957	293.65	MILTRY EXEMPT
2020	WADDELL, JOSHUA CARTER	258128268	376.95	MILTRY EXEMPT
2021	WADDELL, JOSHUA CARTER	258128265	369.65	MILTRY EXEMPT
2021	WEST, WENDILYN CHAPMAN	259159281	123.95	SOLD

TOTAL REFUNDS OVER \$100 \$3,242.47

RELEASES UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2022	ARMSTRONG, FRANKLIN L JR	346009964	68.32	SITUS
2020	DAWSON, CANDICE ELISE	258019446	19.41	OUT OF STATE
2021	DILL, GREGORY VINCENT	259523343	23.10	SOLD
2021	EVANS, BRYAN ALEXANDER	259769403	99.68	SOLD
2021	FISCHER, KEITH BRIAN	259159299	72.29	SOLD
2021	GUAY, MICHELLE MARIE	258940854	74.93	SOLD
2021	HIGHSMITH, VICKIE PIERCE	259055556	20.37	SOLD
2021	HITE, KATHERINE ELIZABETH	259159263	15.85	SOLD
2021	HORRELL, LEE ROY	258954831	46.83	SOLD
2021	HYATT, DAVID OWEN	258128697	43.46	OUT OF STATE
2021	JONES, JAMES ANTHONY	258019821	37.68	SOLD
2021	JONES, PAUL ONEAL	258954507	51.94	SOLD
2021	JOYNER, ROY VANCE III	258128544	24.43	SOLD
2021	KALISH, ANN MINTZ	258447699	2.54	SOLD
2021	LAW, GREGORY JAMES	258954204	13.30	SOLD
2020	MCCONNELL, TRACE MICHAEL	344597728	14.67	SITUS
2021	RACKLEY, STEVEN EARNEST	258447762	21.22	SOLD
2022	REISSER, KELLY STEES	344549108	50.67	SITUS
2022	REISSER, KELLY STEES	344549112	43.04	SITUS
2020	ROWELL, RAVONYA LYNETTE	258019125	17.50	SOLD
2021	SANDEL, PATSY COOPER	258941310	31.46	SOLD
2021	SCUORZO, ROBERT JOSEPH	259257870	11.21	SOLD
2021	STOWE, EDWARD WELLS JR	259523397	47.27	ADJSTD VALUE
2022	STRICKLAND, RYAN KEITH	258954720	55.70	MILTRY EXEMPT
2021	WOOD, JEFFREY BETHUNE	259257888	69.66	SOLD

TOTAL REFUNDS UNDER \$100	\$976.53
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TOTAL OF ALL RELEASES	NONE
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TOTAL OF ALL REFUNDS	\$4,219.00
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Pender County Request for Board action

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: November 7, 2022

SUBJECT: Approval of a Purchase Order for the Central Square (Zuercher) Annual Subscription and Annual Maintenance fee in the amount of \$91,087.65.

SUMMARY:

The Pender County Sheriff's Office selected Zuercher Technologies as the replacement to the VisionAir system in 2019. The Zuercher solution uses one application and one database, all from one vendor (Zuercher). The hardware is provided as part of the solution, saving costly equipment upgrades every 5 years, and is monitored 24x7x365. The system is continuously updated to include enhancements, new features and customer requests. Zuercher is the only Public Safety solution to follow this model and would qualify as the Sole Source Exception under North Carolina State Competitive Bidding Requirements.

The annual subscription and maintenance fee for Zuercher is \$91,087.65. These funds will come from account 510-404500 and 252-404500. These funds were budgeted for FY 23.

ACTION REQUESTED:

Approval of a Purchase Order for the Central Square (Zuercher) Annual Subscription and Annual Maintenance fee in the amount of \$91,087.65.



Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

Renewal Order #: Q-109539
Start Date: December 4, 2022
End Date: December 3, 2023
Billing Frequency: Yearly
Subsidiary: Tritech Software Systems

Renewal Order prepared for:
Jennifer Coleman, Executive Assistant
Pender County Sheriff's Office
605 East Fremont Street
Burgaw, NC 28425-1449
910-259-1212

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Administration Core (Agency Site License)	1	774.46 USD
2.	Administration Core	1	594.03 USD
3.	CAD Advanced (Agency Site License)	1	1,113.80 USD
4.	CAD - Basic Paging Interface (SMTP/Email)	1	0.00 USD
5.	CAD - CLQ Location and Image Retrieval Subscription Core (Agency Site License)	1	2,205.00 USD
6.	CAD CLQ Location and Image Retrieval Subscription Core Annual Subscription Fee	1	3,307.50 USD
7.	CAD Core (Agency Site License)	1	3,341.40 USD
8.	CAD Core	1	2,227.61 USD
9.	CAD - E911 (ANI/ALI) Interface	1	0.00 USD
10.	CAD - Emergency Reporting Interface (Export)	1	816.78 USD
11.	CAD - EMS Charts Interface (Export)	1	816.78 USD
12.	CAD - EvenTide Voice Recorder Interface	1	1,410.81 USD
13.	Administration - Inventory/Equipment Barcode Scanner and Printer Package (Wasp)	1	0.00 USD
14.	CAD - Priority SMS Paging Subscription Core (Agency Site License)	1	2,205.00 USD
15.	CAD - Priority SMS Paging Subscription Core (up to 1,500 messages per full-time dispatch seat per month)	1	2,205.00 USD
16.	CAD - ProQA Platinum-Certified Interface (Import and Export)	1	2,153.34 USD

MORE INFORMATION AT CENTRAL SQUARE.COM

Page 2 of 5



Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

17.	CAD - PulsePoint Interface (Export)	1	0.00 USD
18.	CAD - Rip and Run (Fax/Email) Interface	1	0.00 USD
19.	Civil Advanced (Agency Site License)	1	265.24 USD
20.	Civil Core (Agency Site License)	1	796.59 USD
21.	Civil Core	1	742.54 USD
22.	Financial Core (Agency Site License)	1	0.00 USD
23.	Financial Core	1	0.00 USD
24.	Jail Advanced (Agency Site License)	1	597.74 USD
25.	Jail - Commissary Interface (Export)	1	810.84 USD
26.	Jail Core (Agency Site License)	1	1,793.22 USD
27.	Jail Core	1	2,970.14 USD
28.	Jail Extend	2	223.26 USD
29.	Jail - M2SYS Fingerprint Interface	1	810.84 USD
30.	Jail - N-DEx Adapter (IB IEPD)	1	0.00 USD
31.	Jail - VINE Interface (Export)	1	810.84 USD
32.	Mapping AVL (Agency Site License) for Full-Time CAD Workstations	1	1,336.57 USD
33.	Mapping AVL Playback (Agency Site License) for Full-Time CAD Workstations	1	742.54 USD
34.	Mapping Core (Agency Site License) for Full-Time CAD Workstations	1	1,782.08 USD
35.	Mapping Core	1	1,782.08 USD
36.	Mapping Core (Seat License) for Backup/Supervisor/Part-Time Workstations	14	1,869.11 USD
37.	Mapping Custom Interface Placeholder Annual Maintenance Fee	1	1,856.34 USD
38.	Mobile AVL	73	2,165.78 USD
39.	Mobile CAD	73	4,873.02 USD
40.	Mobile Civil	70	0.00 USD
41.	Mobile Core	1	742.54 USD
42.	Mobile Mapping	73	11,911.82 USD
43.	Mobile NCIC	70	0.00 USD

MORE INFORMATION AT CENTRALSQUARE.COM

Page 3 of 5

44.	Mobile Records	70	9,864.71 USD
45.	Personnel Advanced (Agency Site License)	1	378.24 USD
46.	Personnel Core (Agency Site License)	1	0.00 USD
47.	Personnel Core	1	0.00 USD
48.	Portal - Attorney Case View	1	759.98 USD
49.	Portal - Community Involvement Pack	1	759.98 USD
50.	Portal - Remote CFS View Pack	1	759.98 USD
51.	Records Advanced (Agency Site License)	1	1,618.72 USD
52.	Records Core (Agency Site License)	1	4,856.17 USD
53.	Records Core	1	1,113.80 USD
54.	Records Custom Interface Placeholder Annual Maintenance Fee	1	2,227.61 USD
55.	Records - NC Crime Reporting (N-DEx/NIBRS) Interface	1	0.00 USD
56.	Records - N-DEx Adapter (IA IEPD)	1	0.00 USD
57.	Reporting Core	1	0.00 USD
58.	Reporting Universal Interface Engine	1	0.00 USD
59.	Zuercher Suite - NCCJIS/NCIC Interface (Basic Queries)	1	1,732.57 USD
60.	Zuercher Suite - Time Synchronization Interface	1	0.00 USD
61.	Zuercher Suite Warm Standby GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)	1	0.00 USD
62.	Zuercher Suite Warm Standby NCIC Server (Virtualized Server, OS, Installation & Testing)	1	0.00 USD
63.	Mapping - GIS Data Maintenance (up to 3 hours per month)	1	4,961.25 USD

WHAT HARDWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)	1	0.00
2.	Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)	1	0.00

MORE INFORMATION AT CENTRALSQUARE.COM



Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

Renewal Order Total:	91,087.65 USD
-----------------------------	---------------

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.

MORE INFORMATION AT CENTRALSQUARE.COM

Page 5 of 5



Pender County Request for Board action

TO: Board of Commissioners

FROM: Alan Cutler

DATE: November 7, 2022

SUBJECT: Approval of a Purchase Order and requesting funds for the 911 Center Radio System through Motorola Solutions in the amount of \$41,244.90.

SUMMARY:

Approval of Purchase Order and requesting funds for E911 radio system through Motorola Solutions for annual maintenance and support. This service contract assures that the radio system is kept in in good working order through a 24/7 emergency service agreement, yearly preventative maintenance agreement as well as covering any costs of repairs that may be needed throughout the year. These funds were not budgeted for in FY23.

These funds will be 100% reimbursable from 911 Board.

Funds will come out of 252-404500.

ACTION REQUESTED:

Approval of a purchase to Motorola Solutions for the yearly service agreement on the 911 center radio system in the amount of \$41,244.90.



SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000639660
Contract Modifier:

Date: 20-SEP-2022

Company Name: Pender County Sheriff Dept
Attn.: Jackie Ezzell
Billing Address: 605 E Fremont St
City, State, Zip Code: Burgaw, NC 28425
Customer Contact: Jackie Ezzell
Phone: 910-259-2148

P.O.#: N/A
Customer #: 1036177641
Bill to Tag#: 0001
Contract Start Date: 01-DEC-2022
Contract End Date: 30-JUN-2023
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	LSV01S02018A	***** Recurring Services ***** AVTEC SCOUTCARE SFT MAINT	\$2,784.72	\$19,493.00
	LSV01S03150A	AVTEC SCOUTCARE HDW MAINT	\$623.14	\$4,362.00
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$71.78	\$502.46
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$2,412.50	\$16,887.44
			Sub Total	\$5,892.13
			Taxes	\$392.87
			Grand Total	\$6,285.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with the Customer during dialog.

	Opt-In: Service Included In this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	☐	☐	#_____
Remote Security Update Service (RSUS)	☐	☐	#_____
Managed Detection and Response (MDR)	☐	☐	#_____

* Service Opt-Out – I have received a briefing on this service and choose not to subscribe.

** If Selecting “Not Applicable”, please consider the following, and enter a reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

<i>Sandra Saunders</i>	Customer Support Manager	09/20/2022
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE

SANDRA SAUNDERS	919-698-4848
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE

Company Name : Pender County Sheriff Dept
Contract Number : USC000639660
Contract Modifier :
Contract Start Date : 01-DEC-2022
Contract End Date : 30-JUN-2023

Revised Sep 3, 2022

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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

Revised Sep 3, 2022

Page 5 of 11

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any

Revised Sep 3, 2022

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other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

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Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

Pender County Budget Ordinance Amendment

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Date Monday, October 17, 2022
Board Meeting Date (If Applicable) Monday, November 7, 2022

Fiscal Year FY 2022-2023 **Fund** 10 - GENERAL
Department 252 - NEW EMG TEL SYSTEM FUND

Purpose of Request
Requesting for transfer of funds for E911 Radio system

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	252-335026	New 911 Funds	41,244.90
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	252-404500	Contracted Services	41,244.90
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 41244.90

Total Expenditures 41244.90

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: Alan Cutler

DATE: November 7, 2022

SUBJECT: Approval of Purchase Order for the purchase of a 2022 Ford F150 truck from Fairway Ford in the amount of \$42,930.00.

SUMMARY:

Pender County Sheriff's Office is requesting approval of purchase order for the purchase of a 2022 Ford F150 truck from Fairway Ford. The price includes all equipment and up fitting of the truck. These funds were budgeted for in FY 23. The purchase will come from account 510-407403.

ACTION REQUESTED:

Approval of Purchase Order for the purchase of a 2022 Ford F150 truck from Fairway Ford in the amount of \$42,930.00.



Fairway Ford, Inc.

444 US Highway 117 South
PO Box 959
Burgaw, NC 28425

October 24, 2022

Major Collier,

The quote you requested for the 2022 Ford F150 is below.

2022 Ford F150 equipped as follows:

- SuperCrew 4X4 157" Wheelbase (Long Bed)
 - Base Price: \$32,837
- 301A XLT Equipment group
- 5.0L V8 Engine
- 10-Speed Automatic w/ tow mode
- 3.31 Electronic Locking Rear Axle
- Onboard 400 Watt Outlet
- Trailer Tow Package
- Extended Range 36 Gallon Fuel Tank
- XLT Chrome Appearance Package
 - 275/65R18 BSW All-Terrain Tires
 - Bright Polished Step Bars
 - 18" Chrome-like PVD Wheels
- Police Equipment upfitting per your "Sheriff's Truck" specifications.
 - Total of options and upfitting: \$10,093.00

Total including options and upfitting: \$42,930.00

Please do not hesitate to contact me if you have any questions or need any further details.

Respectfully Submitted,

Keith Batson

Financial Services Manager

Fairway Ford, Inc.

Burgaw, NC

Phone: (910) 259-2371

Fax: (910) 259-9638



Pender County Hurricane Matthew Hazard Mitigation Grant Program Acquisition Project - Establishment of Just Compensation Resolution

TO: Board of County Commissioners
FROM: Daniel Adams
DATE: November 7, 2022
SUBJECT: Hurricane Matthew Hazard Mitigation Grant Program Acquisition Project
- Establishment of Just Compensation Resolution

SUMMARY:

Pursuant to Pender County's grant agreement for the Hurricane Matthew (DR-4285) Hazard Mitigation Grant Program (HMGP) the County has received appraisals for two properties currently participating in the acquisition, or buyout, project. The contracted appraiser has certified that the properties listed below have been appraised in accordance with State law and Uniform Standards for Professional Appraisal Practice (USPAP) guidelines.

- 7357 NC HWY 53 E, Burgaw (PIN: 3351-25-0853-0000): \$149,000
- 4197 Canetuck Road, Currie (PIN: 2243-65-8266-0000): \$79,000

These two properties were initially impacted by Hurricane Matthew in October 2016. The owners originally applied for funding assistance to have their homes elevated as part of the HMGP Matthew grant program. Prior to work starting on those projects, Hurricane Florence impacted these homes again. After Hurricane Florence, both homeowners decided they would prefer to switch from the elevation program to the acquisition program. The requests to change programs requires FEMA approval. In May 2022, staff was notified that these requests had been approved by FEMA and have since secured professional services to begin the acquisition process.

This program is fully grant funded through a cost-share initiative between FEMA and North Carolina Emergency Management. The federal funding pays for 75% of costs and state funding covers the remaining 25%.

ACTION REQUESTED:

Staff is requesting approval of the Resolution Establishing Just Compensation for two properties in the Hurricane Matthew Hazard Mitigation Grant Program.

ATTACHMENTS:

1. Resolution Establishing Just Compensation For Selected Real Property In Pender County's Hurricane Matthew Hazard Mitigation Grant Program

**RESOLUTION ESTABLISHING JUST COMPENSATION FOR SELECTED REAL PROPERTY IN PENDER
COUNTY'S HURRICANE MATTHEW HAZARD MITIGATION GRANT PROGRAM**

WHEREAS, it has been certified by R. Michael Bell as the County's contract appraiser for the Hurricane Matthew Hazard Mitigation Grant Program (HMGP) that all properties listed below have been appraised in accordance with State law and Uniform Standards for Professional Appraisal Practice (USPAP) guidelines; and

WHEREAS, the County has copies of said appraisal reports in its possession that have been reviewed and found to be accurate and reliable;

THEREFORE BE IT RESOLVED, that Just Compensation is hereby established by the Pender County Board of Commissioners for the following parcels:

Owner Name	Parcel Identification Number (PIN) of Parcel to be Acquired	Street Address	Established Fair Market Value
Nellie Swain	3351-25-0853-0000	7357 NC HWY 53 E, Burgaw	\$149,000
Russell Moore and Willa McRae	2243-65-8266-0000	4197 Canetuck Road, Currie	\$79,000

This the _____ day of _____, 2022

Chairman of the Board: _____
Fred McKoy

Clerk to the Board: _____
Tera Cline



**Pender County
Approval of Offer & Authorize Closing
Process for Sale of Surplus Property -
Parcel 2266-31-2140-0000 Slocum Trail,
Currie**

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	November 7, 2022
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2266-31-2140-0000 Slocum Trail, Currie

SUMMARY:

Please consider attached documentation of bid for surplus property - parcel number 2266-31-2140-0000 on Slocum Trail in Currie. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

It is recommended that the \$5,759 bid for this parcel from Terry Ayyad of TSA Holding Group LLC be accepted by the County and authorize County Manager's Office to begin closing process. The attached letter indicates the details of the bid for this property. The tax value for this property is listed at \$5,712. The County acquired through tax foreclosure in 2017 for \$2,745. This is a wooded residential lot, .47 of an acre, with road access.

ACTION REQUESTED:

Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2266-31-2140-0000 Slocum Trail, Currie

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane
(910) 259-1467
e@pendercountync.gov

Auction results for sale of real property

10/18/2022

Dear Commissioners,

For your consideration is the results of the auction for parcel number 2266-31-2140-0000 located on Slocum Trail in Currie. Terry Ayyad of TSA Holding Group LLC was the highest bidder at \$5,759.00. After talking to Mr. Ayyad, he has stated his plans for the property is to develop it. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov

Margaret Blue

From: ClientServices@GovDeals.com
Sent: Saturday, October 8, 2022 9:59 AM
To: Andy Devane
Cc: Andy Devane
Subject: [External]GovDeals Seller's Certificate: 7-1008220957-22325

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.

Congratulations, Pender County - Real Estate, NC has sold another item on the GovDeals Auction Server.

BUYER (#2615456)		SELLER (#22325)	
Name:	terry ayyad	Agency:	Pender County - Real Estate, NC
Company:	TSA Holding Group LLC	Contact:	Andy Devane
Title To:	TSA Holding Group LLC	Phone:	910-259-1467
Phone:	415-815-7992	Fax:	910-259-1574
Email:	info@tsa-holdings.com	Email:	adevane@pendercountync.gov
Address:	2345 Balboa St San Francisco, CA 94121	Address:	805 S Walker St PO Box 1578 Burgaw, NC 28425-5001

ITEM INFORMATION FOR ASSET ID: 7			
Item:	TAX FORECLOSURE SALE-WOODED RESIDENTIAL LOT		
Pick Up Location:	805 S Walker St, PO Box 1578, Burgaw, NC 28425-5001		
Inventory ID:	2266-31-2140-0000	Account ID:	22325
Condition:	Used/See Description	Quantity:	1 each
Make/Brand:	Not Provided	Model:	Not Provided
VIN/Serial:	2266-31-2140-0000	Model Year:	Not Provided
Meter:	Not Provided	Title Restrictions:	Not Applicable

Date	Item		Amount
08 Oct 2022 09:57 AM ET	TAX FORECLOSURE SALE- WOODED RESIDENTIAL LOT		USD \$5,759.00
	Buyer's Premium	7.50%	USD \$431.92
		Total	USD \$6,190.92

Payment Instructions:

Wire Transfer is the only payment option for this item. The Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below.

PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the [My Bids](#) section of your account.

Note:

1. Payment is due within 5 (five) business days of auction closure.
2. Any invoice \$5,000 or above requires payment via wire transfer.
3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the [Probation FAQ](#).

SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.

If you are seeking sales tax exemption, you must complete Liquidity Services' tax exemption form(s). We recommend doing this prior to the auction's closure or before making payment. To do so, please visit [Liquidity Services' Tax Exemption Submission Tool](#).

Removal Instructions:

*****SHIPPING IS NOT AVAILABLE*****

The buyer is responsible for all aspects of pick-up / removal, including but not limited to packing, loading, transportation and exporting. **Note: Shipping is NOT available.**

Removal is by appointment only. All items must be picked-up / removed within 10 (ten) business days from auction closure, unless otherwise stated in the asset description. If any item(s) is not removed within the allotted timeframe, the item(s) may be declared abandoned.

At the time of pick-up / removal, you will be required to present the seller with a copy of your Buyer's Certificate and/or bill of sale, and potentially other documentation (e.g., copy of driver's license, [Authorization of Release](#), etc). When making a removal appointment, please confirm with the seller what is needed to release the item(s).

Special Instructions:

NOTICE: If you are the winning bidder and default by failing to adhere to this seller's terms and conditions, your account with Liquidity Services WILL BE LOCKED.

Guaranty Waiver: All property is offered for sale "AS IS, WHERE IS." (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.

Description:

Located on Slocum Trail in Currie, North Carolina is a 0.47 acre wooded lot. It is the buyer's responsibility to investigate the property prior to bidding. Winning bid is subject to seller approval. Pender County reserves the right to accept or decline any and all bids. In addition to the winning bid, the winning bidder will pay all closing costs including the seller's representation fee of \$400.



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Pender County

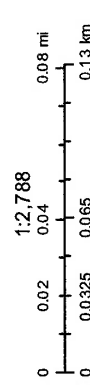
Acres: 0.47
 Land Value: \$5,712
 Building Value: \$0
 Total value: \$5,712
 Deferred Value: \$0
 Exempt Amount: 5712
 PCL Class: EX-1
 Heated Sq Feet:

Sale Price: \$3,000
 Sale Date: LAST_SALE_DATE
 Plat: 00300029
 Account No: 973974
 Township: CASWELL
 Subdivision: BATTLEGROUND ESTATES
 Tax Codes: G01 F28 R40

PIN: 2266-31-2140-0000
 Owner: PENDER CNTY
 PO BOX 4
 BURGAW, NC 28425
 Deed Ref: 4635/2878

Property
 Address:

Description: PT LT 2 BATTLEGROUND ESTATES



Doc No: 20019335
Recorded: 01/13/2017 04:18:14 PM
Fee Amt: \$26.00 Page 1 of 2
Excise Tax: \$6.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4635 PG 2878 - 2879 (2)

Excise Tax \$6.00	Return after recording to →	Pender County PO Box 4 Burgaw, NC 28425
Parcel ID # 2266-31-2140-0000	Prepared by Richard T. Rodgers, Jr.	

BRIEF DESCRIPTION FOR INDEX →

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
1/11/2017

**COMMISSIONER'S
DEED**

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

Pender County
PO Box 4
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. Jennifer Bass et. al. filed at 15-CVS-914 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 11/18/2016, 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

A certain tract or parcel of land lying and being in Caswell Township, Pender County, North Carolina and being part of lot 2, Battleground Estates as recorded in Pender County, North Carolina and being more particularly described as follows:
Beginning at an iron on the northern right of way of Slocum Trail - State Road 1100 (100 ft public right of way), said iron is located at the intersection of the northern right of way of Slocum Trail and the western right of way of H.E. Hales Drive (60 ft. private right of way). Proceed from said point of beginning and with the northern right of way of Slocum Trail N 67-30-43 W 120.00 ft. to an iron, thence leaving said right of way of Slocum Trail N 22-29-17 E 170.00 ft. to an iron, thence S67-30-43 E 120.00 ft. to an iron, on the western right of way of H.E. Hales Drive thence with said right of way S 22-29-17 W 170.00 ft. to the point of beginning and containing 0.468 of an acre.

Parcel ID: 2266-31-2140-0000

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

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

(Entity Name)

USE BLACK INK ONLY

[Signature]

(Seal)

Richard T. Rodgers, Jr., Commissioner

By: _____

Title

By: _____

Title

(Seal)

	STATE OF NORTH CAROLINA, PENDER COUNTY
	I certify that the following person(s) personally appeared before me this day, acknowledging to me that he is the Commissioner identified in this document evidencing this by my personal knowledge and signed this document in my presence: name(s) of principal(s). Richard T. Rodgers, Jr., Commissioner ↓ Official Signature of Notary ↓ <i>Tammy C. Sherman</i> 1-11-17 Tammy C. Sherman ← Printed (or typed) Name of Notary Date:



Pender County Approval of Budget Amendment and Purchase Order to Fairway Ford for Asset Manager Service Vehicle

TO: Board of County Commissioners

FROM: Meg Blue

DATE: November 7, 2022

SUBJECT: Approval of Budget Amendment and Purchase Order to Fairway Ford
for Asset Manager Service Vehicle

SUMMARY:

The Asset Manager position was added to the Finance Department as a new position in FY2022 because there was a significant need for a dedicated tracking and maintaining of our property (both real and personal). This position has made significant strides in off loading parcels to get them back into the tax scrolls, surplus of unused older equipment to recoup some funds and some much needed storage space, as well as setting up streamlined procedures for acquiring and disposing of assets. It has become very apparent that this position really needs a vehicle, as a lot of the initial office tracking has been caught up, and the logistics portion of these duties is an increasing responsibility. We have several large pieces of equipment that really require a larger vehicle to pull safely - specifically one of the new generators that is larger than anticipated. Maintaining this in the Asset Manager position will allow all departments access to this vehicle as needed and can coordinate relocation of resources as requested, particularly during emergency situations as discussed with Emergency Management since this position is a major part of the logistics team during activations.

For FY2023 we understood it to be a goal of this position to off load some unused parcels and equipment this year so we budgeted 125,000, but so far we have already brought in 258,847.24, a surplus of 133,847 for this particular line, and we have more to go for this year. We are requesting to use 79,043 of these proceeds to purchase a vehicle for this position.

Three quotes were obtained for this service vehicle specifications - with Fairway Ford being the lowest at 79,043, and having this vehicle available on the lot for immediate purchase. This purchase would be made from 440-407403 Capital Outlay Vehicles.

ACTION REQUESTED:

Approval of Budget Amendment and Purchase Order to Fairway Ford for Asset
Manager Service Vehicle

Pender County Budget Ordinance Amendment

Page 3 of 11

Date

Monday, November 7, 2022

Board Meeting Date (If Applicable)

Monday, November 7, 2022

Fiscal Year

FY 2022-2023

Fund

10 - GENERAL

Division, Program, Project, etc.

Asset Manager

Department

440 - FINANCE OFFICE

Purpose of Request
To allocate proceeds from sales of surplus property to purchase service vehicle for Asset Manager position

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	10-3280008	Sale of Surplus Property	79043
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	440-407403	Capital Outlay Vehicles	79043
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 79043

Total Expenditures 79043

Budget Amendment Balances when Zero. 0

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

10/24/22, 11:01 AM

New 2022 Ford Super Duty F-350 DRW For Sale at Fairway Ford Inc | VIN: 1FD8W3HT9NEE59681

📞 Sales: 910-663-1337 📞 Service: 910-663-5601 📞 Parts: 910-663-5857 📍 444 U.S. Highway 117 S., Burgaw, NC 28425

Fairway Ford
Inc

DON'T SEE WHAT YOU'RE LOOKING FOR? **RESERVE YOURS TODAY AND SAVE \$500!**



START YOUR ORDER



Page 5 of 11

<https://www.fairwayfordburgaw.net/new/Ford/2022-Ford-Super+Duty+F-350+DRW-212663360a0e081d64f8fcc4bb57d928.htm>

1/4

10/24/22, 11:01 AM

New 2022 Ford Super Duty F-350 DRW For Sale at Fairway Ford Inc | VIN: 1FD8W3HT9NEE59681

New 2022 Ford

Super Duty F-350 DRW XL XL 4WD Crew Cab 179 WB 60 CA 8

10 views in the past 7 days

Detailed Pricing

MSRP¹ **\$79,043**

MSRP¹
Detailed Pricing **\$79,043**

We're here to help
910-663-1337

Exterior Color

☐ Oxford White

Interior Color

☐ Gray

Body/Seating

XL 4WD Crew Cab 179

WB 60 CA/6 seats

Transmission

Automatic

Engine

8

VIN

1FD8W3HT9NEE59681

Stock Number

T7150

Highlighted Features

- ▲ Emergency communication system
- ✱ Wireless phone connectivity
- ✓ Split folding rear seat
- ⦿ Steering wheel mounted audio controls
- ☒ Fully automatic headlights
- ⊗ Dual rear wheels
- ✓ Trailer sway control

Detailed Specifications

Convenience Features

Suspension/Handling

Entertainment Features

Warranty

Seats And Trim

Page 6 of 11

<https://www.fairwayfordburgaw.net/new/Ford/2022-Ford-Super+Duty+F-350+DRW-212663360a0e081d64f8fcc4bb57d928.htm>

2/4

2022 Ram 4500 Tradesman



Price:

\$85,000

+ tax, tag, title fee(s)

Request more info:

(919) 207-2270

Location:

TLC Works, Inc

**1395 NC HWY 50 South
Benson, NC 27504**

Details

Stock #	4528	VIN	3C7WRLEL2NG245814	Year	2022
Make	Ram	Model	4500	Trim	Tradesman
Mileage	84.00	Color	White	Fuel	Diesel
MPG	0.0 City / 0.0 Hwy	Engine	6.7I I-6 FI TdsI HO 6.7I	Trans	
Condition	New				

Description

Contact Dealer for vehicle details



CAPITAL

CHRYSLER



Finding the Right Work Truck in Garner
Capital Chrysler Jeep Dodge, LLC: [\(919\) 899-1883](tel:(919)899-1883)
200 Waterfield Ridge Place, Garner, NC 27529

[← Back To Search Results](#)



Price: \$79,378

[View Price Details](#)

2022 Ram 3500 Crew Cab DRW 4x4, Reading SL Service Truck

[← Back To Search Results](#)



CAPITALCJD.COM



Photos may be stock images.

 Window Sticker

Vehicle Notes

2022 Ram 3500 Tradesman Cummins 6.7L I6 Turbodiesel 4D Crew Cab 4WD Bright White Clearcoat

Hide Chassis Details



Stock Number	R18951
Stock Type	New
Year	2022
Make	Ram
Model	Ram 3500
Class	3
Drive Train	4x4
Cab-to-Axle	60



Photos may be stock images.

 [Reading SL Service Body](#)

 [Watch Video](#)

Hide Body Details



Manufacturer		
Body Type	Service Truck	
Body Line	SL Service Truck	
Body Model	SLU108-DW	
Body Material	Steel	
Body Height	40"	
Body Width	91.5"	

Body Length	9'
Body Inside Width	48.5"
Body Weight	1249 lbs.
Body Color	White
Compartment Description	"A" Compartment Layout - Both Sides, Spring Loaded Door Holders
Compartment Depth	21.5"
Floor Description	Treadplate
Floor Material	Steel
Lighting Type	LED
Lighting Location	Exterior
Has Mud Flaps	Yes
Tailgate Type	Slam Action

SL Service Truck Features

Reading's SL service bodies feature the premium materials and quality construction Reading is famous for at an exceptional value. The SL is available in 98" single rear wheel, 108" and 132" dual rear wheel configurations. Both are available in standard and low-profile designs. You can get even more storage space with the Reading Spacemaker® option.

Every SL service truck body moves through our exclusive E-coat primer and powder coat finish process for outstanding rust and corrosion resistance. In addition, the SL service body offers numerous standard features and options, including Dual-Pro® door seals, an Aluma-Fill fuel cup, stainless steel rotary locks, a slam-action tailgate and much more.

Made in America and backed by our 6-year warranty, the SL service body offers unbeatable value.



READING

TRUCK

Pricing Details

Price

\$79,378



Pender County Approval for Disaster Related Debris Removal Agreement

TO: Board of County Commissioners
FROM: Tommy Batson
DATE: November 7, 2022
SUBJECT: Agreement Between NCDOT & Pender County for Disaster Related
Debris Removal Agreement

SUMMARY:

Agreement between NCDOT & Pender County, in the event of declaration of a State of Disaster or Imminent Threat of Disaster or Imminent Threat of Disaster and/or a State of Emergency, County of Pender will be able to remove and dispose of disaster related debris on all released State System Roads, and Federal Emergency Management Agency (FEMA) will be able to provide reimbursement for emergency services.

ACTION REQUESTED:

Request to Board of County Commissioners to approve this contract for 5 years with NCDOT



NCDOT Local Agreement for Debris Removal Request Form

Local Government Agencies requesting to enter into an agreement with the North Carolina Department of Transportation (NCDOT) for debris pickup on state maintained roads under a federal declaration should fill out the following information:

Date: 8-29-2022

AGENCY INFORMATION

Agency: County of Pender

Federal Tax Identification Number: 566 000 329

Remittance Address: PO Box 1578

CITY/TOWN/VILLAGE/COUNTY MANAGER CONTACT INFORMATION:

Name: Carolyn Moser Email: cmoser@pendercountync.gov

Phone: 910-259-1210 Fax: _____

Mailing Address: PO Box 1578, Burgaw NC 28425

Please Note:

NCDOT Local Agreement must be approved by the Board of Transportation. If an agency wishes to enter into an agreement with The Department, please allow 6-9 weeks to process the initial agreement. Once the agreement is on file, it will be valid for five years from date of last signature. To activate the agreement, contact The Department's Division Office in the requesting agency's area by submitting the Request Release of State System Roads, Form SSR-01.

Submit completed forms to Joshua Kellen, Disaster Recovery Engineer at:

Email: jlkellen@ncdot.gov (Include "LA Request" in Subject Line)

Fax: 919-733-1838



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

September 27, 2022

Carolyn Moser
PO Box 1578
Burgaw, NC
28425

SUBJECT: Disaster Related Debris Removal Agreement ID #11307

Please find enclosed duplicate originals of a special Agreement for Disaster Related Debris Removal within the County's jurisdiction. As described in the Agreement, in the event of a declaration of a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency, County of Pender will be able to remove and dispose of disaster related debris on all released State System Roads, and the Federal Emergency Management Agency (FEMA) will be able to provide reimbursement for emergency services. In the event of a future federally-declared disaster, a blank Appendix A (page at the end of the Agreement) should be filled out by Town officials for each future event.

After the County has reviewed and executed both originals, please return them to my attention, within ninety (90) days. The Department of Transportation will execute the agreements and send one fully executed agreement back to the Town.

If you have any questions, please contact Joshua Kellen at 919-733-3725 or by e-mail at jlkellen@ncdot.gov. Thank you.

Sincerely,

Tim McHugh, Contract Officer
NCDOT - Local Programs Management Office
1595 Mail Service Center
Raleigh, NC 27699-1595

Enclosures (2)

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
PROGRAMS MANAGEMENT OFFICE
1595 MAIL SERVICE CENTER
RALEIGH, NC 27699-1595

Telephone: (919) 707-6600
Fax: (919) 212-5711
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1020 BIRCH RIDGE DRIVE
RALEIGH, NC 27610

NORTH CAROLINA

**DISASTER RELATED DEBRIS REMOVAL
AGREEMENT**

PENDER COUNTY

DATE: 9/27/2022

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

AND

WBS Element: N/A

PENDER COUNTY

THIS SPECIAL Agreement, hereinafter referred to as "Agreement" is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and Pender County, hereinafter referred to as the "Local Government," collectively referred to hereinafter referred to as "the Parties."

WITNESSETH:

WHEREAS, this Agreement is made between the Department and the Local Government for the emergency removal of disaster related debris during a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to the North Carolina General Statutes, Chapter 14 and Chapter 166A; and,

WHEREAS, during a declared State of Disaster or Imminent Threat of Disaster which implements the North Carolina Emergency Operations Plan, hereinafter referred to as "the NCEOP", the Department may be called upon to perform certain functions, including the removal of debris from the right of way of public roads and streets, pursuant to the NCEOP; and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, herein referred to as the "Stafford Act", as it relates to this Agreement; and,

WHEREAS, in certain instances, the Moving Ahead for Progress in the 21st Century Act, hereinafter referred to as "MAP-21," allows the Federal Emergency Management Agency, hereinafter referred to as "FEMA," to reimburse for debris removal on Federal Highway Administration, hereinafter referred to as "FHWA," routes; and,

WHEREAS, the Local Government has requested and the Department is in agreement that it be allowed the opportunity and responsibility to perform certain Department functions as set forth in the NCEOP, in order to assure that its citizens are served and protected; and,

WHEREAS, the Parties have conferred as to the best methods and practices to allow the Local Government to assume these responsibilities.

Agreement ID # 11329

1

NOW, THEREFORE, the Parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

DEFINITIONS

1. For purposes of this Agreement, the following definitions shall apply:
 - A. "State Routes" shall mean those roads maintained by the Department on the National Highway System, including US and NC Routes and Secondary Routes that are identified by a four-digit State Route (SR) number.
 - B. The term "disaster related debris" shall be such debris for which removal costs are considered eligible for reimbursement by FEMA during a particular State of Disaster, Imminent Threat of Disaster or State of Emergency.

DESCRIPTION OF WORK

2. The Local Government shall remove and dispose of disaster related debris on all released State Routes. In so doing, the Local Government shall comply with all State and Federal policies, guidance, and requirements regarding procurement, storm debris removal, monitoring and disposal including landfill quantity calculations and site disposal costs.
3. The Local Government shall remove all disaster related debris even if such removal requires multiple passes on a particular route and shall continue until the mutually agreed upon completion date. All work pursuant to this Agreement shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which Local Government is located. The Division Engineer's decision as to the completeness of the work shall be final.

TIME FRAME

4. This Agreement shall remain in effect for five (5) years from the date of execution included herein. This Agreement may be extended for two (2) additional years, contingent upon the availability of funds, if mutually agreed upon in writing by the Parties. On behalf of the Local Government, extensions may be authorized and executed by the official as designated without further resolution of the Local Government.
5. All work pursuant to this Agreement shall be completed by a date mutually agreed to by the Division of Emergency Management (DEM), FEMA, the Department and Local Government.

REIMBURSEMENT FOR ELIGIBLE COSTS

6. The Local Government shall apply directly to FEMA for reimbursement of eligible debris removal costs in accordance with the rules, regulations and procedures of those agencies for such debris removal at that time. Any reimbursement must be governed by the current rules, regulations and procedures of those agencies for the specific State of Disaster, Imminent Threat of Disaster or State of Emergency, and the Department shall not be responsible for any portion of reimbursement costs whatsoever to Local Government.

PROCEDURES FOR REMOVAL OF DISASTER RELATED DEBRIS

7. During a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes and upon a determination by the Parties that is desirable that Local Government be responsible for removal of debris from the right of way of State Routes, the Local Government shall submit a completed Request Release of State System Roads, Form SSR-01, (see Appendix A) to the Department's Division Engineer. This request, if approved, will release the identified State Routes to the Local Government for disaster related debris removal.
8. The Department will review the Local Government's ***Request Release of State System Roads***, Form SSR-01 (attached as Appendix A) and respond in writing indicating whether the Department has approved or denied the request from the Local Government for removal of disaster related debris under the terms of this Agreement. If approved, this action will be considered the Local Government's "Notice to Proceed" with the work.
9. When the Local Government is approved for the removal of disaster related debris on State Routes under the terms of this Agreement, the Local Government will be responsible for complying with all Department rules, regulations and procedures including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices when undertaking the work.
10. The Local Government shall provide a written report to the Department's Division Engineer that includes a detailed description and quantities of the work accomplished for each Notice to Proceed issued by the Department within sixty (60) days of the completion of the work.
11. The Local Government shall be responsible for repair of any damages to the state maintained rights of way, which may be caused by debris removal operations undertaken pursuant to this Agreement. All repairs shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which the Local Government is located. The Division Engineer's decision as to the completeness of the work shall be final.

ADDITIONAL PROVISIONS

12. This Agreement may be amended at any time by mutual agreement of the Parties by a written Supplemental Agreement approved and signed by the Parties.
13. This Agreement may be terminated by either Party upon submission of a thirty (30) day advance written notice of termination to the other Party, except in instances where there is active debris removal. In these instances where active debris removal is ongoing, the termination will be effective no sooner than thirty (30) days after the completion of all active debris removal already underway.
14. This Agreement is solely for the benefit of the identified Parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
15. The Local Government shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
16. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the Local Government certifies, that neither it nor its agents or contractors performing work included in this Agreement are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
17. The Local Government shall certify to the Department compliance with all State laws and regulations and ordinances that are applicable to the Local Government in connection with the work included in this Agreement and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the Agency or any Local Government performing work included in this Agreement under contract with the Local Government.
18. The Local Government is solely responsible for all agreements, contracts, and work orders entered into or issued by the Local Government for the work included in this Agreement. The Department is not responsible under this Agreement for any expenses or obligations incurred for the work included in this Agreement.
19. The Local Government agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina for any and all claims for payment, damages and/or liabilities of any nature including damage or injury to persons or to private property occurring as a result of the debris removal activities asserted against the Department in connection with this Agreement. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

20. In compliance with state policy, the Local Government shall have a Conflict of Interest Policy for its employees, in addition to the statutory conflict of interest restrictions applicable to its directors.
21. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
22. The Local Government and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Local Government shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of the final payment, for inspection and audit by the Department's Financial Management Section, the Office of State Management and Budget, the FHWA, or any authorized representatives of the Federal Government.
23. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (http://www.whitehouse.gov/omb/circulars_default) and the Federal Single Audit Act Amendments of 1996, the Local Government shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Local Government shall verify to the Department that the annual independent audit report has been completed within nine (9) months after the Local Government's fiscal year ends.
24. The Department must approve any assignment or transfer of the responsibilities of the Local Government set forth in this Agreement to other parties or entities.
25. In no way shall it be construed or implied that either the Department or the Local Government is by this Agreement intending to abrogate its obligation and duty to comply with the regulations promulgated under Federal and state law.
26. This Agreement contains the entire agreement between the Parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
27. The Parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
28. A copy or facsimile copy of the signature of any Party shall be deemed an original with each fully executed copy of this Agreement as binding as an original, and the Parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

29. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the Work by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Local Government by authority duly given.

L.S. ATTEST:

AUTHORIZED OFFICIAL:

BY: _____ BY: _____

PRINT: _____ PRINT: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

56-66000239

Remittance Address:

PO Box 1578

Burgaw, NC

28425

DEPARTMENT OF TRANSPORTATION

BY: _____

(DIVISION ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____ (Date)

APPENDIX A, FORM SSR-01

Request Release of State System Roads

FEMA - _____ - DR - NC

Requesting Applicant: _____

In accordance with the Agreement on file between the NCDOT and the Requesting Applicant listed above; the Local Government is hereby requesting the NCDOT to release its authority for FEMA reimbursement for emergency services to the Local Government authority for the State System Roads listed below.

Choose one:

I. ☐ Release of all State System Roads in Local Government jurisdiction;

or

II. ☐ Selected State System Roads in Local Government jurisdiction as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Local Government
Designated Agent:** _____

Date _____

North Carolina Department of Transportation

Release by: _____

Title: _____

Date: _____



**Pender County
Approval of Surplus Property
Acceptance of Offer - Generator to Maple
Hill VFD**

TO:	Board of County Commissioners
FROM:	Tommy Batson
DATE:	November 7, 2022
SUBJECT:	Approval of Surplus Property Acceptance of Offer - Generator to Maple Hill VFD

SUMMARY:

Please see attached letters from Pender County Emergency Management and Maple Hill Volunteer Fire Department. The County recently received the attached request from Maple Hill Volunteer Fire Department for one of our surplus generators. There are four generators listed on a consent agenda item for typical surplus since it was determined that there is no further use to the County for these items. This request is to accept an offer from Maple Hill Volunteer Fire Department to purchase one of our surplus generators for \$10. This generator (as well as the others) are fully depreciated and have \$-0- book value to Pender County.

ACTION REQUESTED:

Approval of Surplus Property Acceptance of Offer - Generator to Maple Hill VFD

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane
(910) 259-1467
adevane@pendercountync.gov

Letter of recommendation for sale of asset

10/19/2022

Dear Commissioners,

Attached for your consideration is a proposed sale of a Kohler Power Systems 60kw generator (serial number 233098) deemed no longer necessary or desirable for county use to Maple Hill Volunteer Fire Department. These assets have reached a threshold for surplus based on the needs of the departments they were assigned to. These assets have been reviewed for possible use elsewhere and has been determined by staff to be surplus and are no longer required for use.

Published notice of the summary of this resolution will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic published notice is pursuant to G.S. Chapter 160A-267.

Sincerely,

Andy Devane
Asset Manager

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane
(910) 259-1467
adevane@pendercountync.gov

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the assets as a surplus and will be sold as an individual asset to Maple Hill Volunteer Fire Department after board approval no sooner than 10 days after notice is published.

Published notice of the summary of this resolution will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic published notice is pursuant to G.S. Chapter 160A-267.

THEREFORE, BE IT RESOLVED:

THAT, the attached list more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish the notice and disposal of the property through private sale of the summary of this resolution pursuant to G.S. Chapter 160A-267.

Adopted at a _____ meeting on
_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk



Margaret Blue

From: Tommy Batson
Sent: Monday, October 24, 2022 4:12 PM
To: Margaret Blue; Jeremy M. Drummond; Angela Miller; Andy Devane; Allen Vann
Subject: Surplus letter for the BOCC Nov 7th

October 24, 2022

Dear Pender County Board of County Commissioner & County Mangers,

Pender County Emergency Management received a grant from the State of North Carolina and funding from the Pender County 2021-2022 budget for four new generators. This total was \$313,000. The Board of Commissioner approved the purchase order in Feb 2022 to purchase three 80KW generators and one 200KW generator. These four generators are to replace five of the generators used during large events. The county received these four new generators in September 2022 from National Power, Inc. The primary job of these are to provide power to shelters during hurricanes. These also can be used for other emergency power needs in the county for emergency services, large scale events, critical facilities, etc. as needed to support the protection of life and property.

This letter is to request that we surplus five old portable generators that Pender County has in the fleet. These five generators were purchased in the late 1990's after Hurricane Fran impacted Pender County. The availability of parts for these 20+ years old are hard to find. The county is working to keep all the generators the same type to streamline part and service requirements. We are downsizing the number and maintenance cost from five to four we maintain. Requesting that four of the five generators go to GovDeals. Requesting that we sell one of these to the Maple Hill VFD with no warranty and as is for \$10.

Description	ITEM #	QTY
60 KW GENERATOR MODEL 60ROZJ/SERIAL NUMBER 0667314		2022.10.19-001 1
40 KW GENERATOR MODEL 40ROZJ/SERIAL NUMBER 0632165		2022.10.19-002 1
80 KW GENERATOR MODEL 80ROZJ/SERIAL NUMBER 0681250		2022.10.19-003 1
100 KW GENERATOR MODEL 100ROZJ/SERIAL NUMBER 0663639		2022.10.19-004 1

Pender EM is requesting that we surplus four generators to Gov Deals and one to the Maple Hill VFD. The life of these generators is over 20 years and unknown if they will be able support shelter operation in the future without catastrophic failure during a time of disaster.

Sincerely,

Tommy Batson
Pender County EM

Tommy Batson
Director
Pender County Emergency Management
Cell 910-470-4721

"Change is the law of life, and those who look only to the past and present are certain to miss the future" -John F. Kennedy

October 24, 2022

Dear Pender County Emergency Management,

Maple Hill Fire Department is requesting assistance due to not having full emergency power for our fire department during power outages. The Maple Hill Volunteer Fire Department is seeking assistance in providing our building with full power during large scale power outages. The department has a small generator to run only some parts of the station during hurricanes and winter storm events.

The fire department is in a remote area of the county that is cut off from the rest of the county during large flood events. Example is when NC Hwy 53 becomes impassable for many days. We are looking for at least a 25kw generator to supply power to a critical emergency response station in Maple Hill NC. The station is located at 115 Old Maple Hill Road, Maple Hill NC. This building does provide protection and home to; two fire engines, brush truck, tanker and a high wheel vehicle with a meeting room/kitchen and restrooms. Also, if needed during disaster this station has provided a place for giving emergency supplies to the community during hurricanes. We are looking for assistance in filling this request if a new, use generator is available or becomes available in the future.

The fire department understands that the Pender County Emergency Management Office received county and state funding for new shelter generators. The Maple Hill VFD would like the chance to purchase one of the old generators that maybe going to surplus for \$10 in the future if possible.

Sincerely,



Harold Motley

Maple Hill Fire Chief

910-231-4618



**Pender County
Approval of Lease Agreement renewal
between the Parks Foundation of Pender
County Inc and Pender County.**

TO:	Board of County Commissioners
FROM:	Zack White
DATE:	November 7, 2022
SUBJECT:	Approval of Lease Agreement renewal between the Parks Foundation of Pender County Inc and Pender County.

SUMMARY:

The ParksFoundation of Pender County Inc owns 42 acres of land adjacent to Hampstead Kiwanis Park also known as the Penderland Greenway. The Foundation wishes to renew the lease of the land to the County for an additional three year period for the purposes of providing recreational and educational events to the citizens using Hampstead Kiwanis Park. The lease covers maintenance and upkeep by the County as well.

ACTION REQUESTED:

To approve the lease.

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF PENDER

THIS LEASE AGREEMENT, (hereinafter "Lease"), made and entered into this 18th day of November, 2022, by and between Parks Foundation of Pender County, Inc. (hereinafter "Landlord") and Pender County (hereinafter "Tenant").

WITNESSETH:

WHEREAS, Landlord owns certain real property which it wishes to lease to Tenant for the purposes of providing recreational and educational events to the citizens using Hampstead Kiwanis Park; and

WHEREAS, Tenant believes that it is in the best interests of the citizens and taxpayers of Pender County to enter into this Lease for the purpose of providing recreation services;

NOW THEREFORE, IN CONSIDERATION of the mutual terms, covenants and agreements set forth herein, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the premises described below (hereinafter "Premises"), upon the following terms and conditions:

1. PREMISES. The Premises consists of real property located in Hampstead, Pender County North Carolina, along State Road #1563 (Sloop Point Road) and as shown more particularly on Exhibit A, attached hereto and incorporated herein and any improvements placed thereon before the term of this Lease.

2. TERM. The term of this Lease shall be for a period of three (3) years, beginning effective the 18th day of November 2022, (the Effective Date), and terminating at 5:00 P.M. on the day before the third annual anniversary of the

Effective Date, unless sooner terminated as herein provided. Tenant shall take possession of the Premises as of the Effective Date. Any holdover by the Tenant after the expiration of the initial term of this Lease shall be a holdover by the Tenant as a Tenant from month to month, upon the same terms and conditions as provided herein, and may thereafter be terminated by either Landlord or Tenant by giving the other party written notice thirty (30) days prior to the effective date of termination.

3. RENT. Tenant shall pay rent in the amount of Ten Dollars (\$10.00) per annum. Landlord acknowledges receipt of and sufficiency of all rental payments due. Tenant acknowledges and agrees that its commitment to maintain the Premises for the duration of the Lease is a major consideration upon which Landlord relies in agreeing to this Lease.

4. USE OF PREMISES. The Premises shall continually and without interruption be used by Tenant for the purpose of providing recreation, educational and other lawful services related to the use of Hampstead Kiwanis Park. Tenant may with the permission of, and at the sole discretion of, the Parks Foundation of Pender County Inc. Board construct or allow to be constructed facilities to benefit the use of the Premises, but is not obligated to do so and may not do so without the permission of the Foundation Board. Tenant shall regularly mow the vegetation on the Premises and shall maintain the premises and any improvements which may be allowed by the Foundation Board.

5. LANDLORD'S OBLIGATIONS. Landlord warrants and represents that it is the fee simple owner of the Premises and is fully authorized to enter into this Lease. Landlord shall ensure that Tenant is able to exercise its rights under this Lease and shall defend Tenant's right to possession against any adverse claims. Landlord also stipulates that this lease may be specifically enforced to provide Tenant possession. The Landlord reserves the right to make improvements to enhance the property.

6. TENANT'S OBLIGATIONS. In addition to the obligations set forth above, Tenant shall cause the Premises to be included under its General Liability Insurance Policy. Should Landlord contend that Tenant has failed to abide by any of its obligations under this Lease, it shall provide Tenant notice of any such breach or failure and 120 days in which to cure such alleged breach. The Tenant agrees to maintain any existing and future improvements to the property made the Landlord.

7. ENTIRE AGREEMENT. This Lease expresses all the terms of the agreement of the parties to lease the Premises and all prior agreements, representations or understandings, oral or written, are merged herein and superseded hereby. There are no representations or agreements between the parties not expressed in this Lease which survive the execution of this Lease and no conditions or contingencies precedent to the effectiveness of this Lease.

8. AMENDMENT. This Lease shall not be modified or amended except by the written and signed agreement of the parties, with specific reference to this Lease.

IN TESTIMONY WHEREOF the parties hereto have duly executed this Lease and affixed their seals thereto in duplicate, as of the day and year first hereinabove written.

LANDLORD:

Daniel Price
President, Parks Foundation of Pender County, Inc.

STATE OF NORTH CAROLINA

COUNTY OF PENDER

I, _____, a Notary Public of the State and County aforesaid, certify that
_____ came before me this day and acknowledged that (s)he is President of
Parks Foundation of Pender County, Inc and that by authority duly given and as the act of the
corporation, the foregoing instrument was signed in its name by its President.

WITNESS my hand and official seal, this ____ day of _____, 2022.

Notary Public

My commission expires: _____

Tenant:

Pender County Board of Commissioners

Fred McCoy
Chairman, Pender County Board of Commissioners

Attest

STATE OF NORTH CAROLINA

COUNTY OF PENDER

I, _____, a Notary Public of the State and County aforesaid, certify that
_____ came before me this day and acknowledged that (s)he is _____ of
Parks Foundation of Pender County, Inc and that by authority duly given and as the act of the
corporation, the foregoing instrument was signed in its name by its Chairman.

WITNESS my hand and official seal, this ____ day of _____, 2022.

Notary Public

My commission expires: _____

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

Margaret Blue
Pender County Finance Office



**Pender County
Approval to Accept Parks and
Recreation Trust Fund Grant for Central
Pender Park Project. Approval of Capital
Project Ordinance and Budget
Ordinance Amendment for Central
Pender Park Project**

TO: Board of County Commissioners

FROM: Dee Turner

DATE: November 7, 2022

SUBJECT: Approval to Accept Parks and Recreation Trust Fund Grant for Central Pender Park Project. Approval of Capital Project Ordinance and Budget Ordinance Amendment for Central Pender Park Project

SUMMARY:

On April 19, 2022, the Board of County Commissioners approved the submission of a Parks and Recreation Trust Fund (PARTF) grant application requesting the maximum possible grant award of \$500,000 for Central Pender Park Project with a total project cost of \$3,205,000. The total project cost includes \$330,000 for the land purchase that we received a waiver for so the land could be purchased prior to the grant award. The PARTF grant funds of \$500,000 are reimburseable on a dollar-for-dollar basis. Central Pender Park will be located on Highway 117 North, approximately three (3) miles from the Town of Burgaw. The initial phase will develop approximately twenty eight (28) acres of the total sixty (60) acre parcel. This project, which must be completed by 10/31/2025, will include four (4) multi-purpose fields, 3500 linear foot multi-use handicap accessible path, playground, concession/restroom facility, picnic shelter, parking and other site enhancements.

ACTION REQUESTED:

Approval to Accept Parks and Recreation Trust Fund Grant for Central Pender Park Project. Approval of Capital Project Ordinance and Budget Ordinance Amendment for Central Pender Park Project



North Carolina Division of Parks and Recreation

Governor Roy Cooper

Secretary D. Reid Wilson

October 11, 2022

Mr. Doug Shipley
Assistant County Manager
Pender County
PO Box 5
Burgaw, NC 28425

Dear Mr. Shipley:

Pender County has received a grant from the N.C. Parks and Recreation Trust Fund (PARTF) for the Central Pender Park Development project. I am writing to you as the County's contact person to provide information about administering the grant.

The first step is to execute a contract between Pender County and the N.C. Department of Natural and Cultural Resources (DNCR). Enclosed are two copies of the contract. Please have your chief elected official sign and return both copies to me at the address below within 45 days. A representative of DNCR will then sign the contracts and return a copy of the executed contract. Please do not begin work on the PARTF project until you receive the signed contract.

PARTF grants are paid on a reimbursement basis. A local government must first spend its own funds on the project and then be reimbursed. The enclosed PARTF Grant Manual provides further information about accounting and grant administration. The manual is also available at www.ncparks.gov/partf under "For Grant Recipients". It is very important that your finance officer and project manager are familiar with this information. In addition, a series of progress inspections for your project will be conducted by your regional consultant.

Your local government may have received additional funds from other sources for this project. If PARTF funds are no longer needed, please notify me to withdraw this grant.

Sincerely,

Vonda Martin
Manager, Grants and Outreach Program

Enclosures

cc: Brittany Shipp, Recreation Resources Service Regional Consultant

Dwayne Patterson, Director
NC Division of Parks and Recreation
1615 MSC - Raleigh, NC 27699-1615
919.707.9300 / ncparks.gov

NORTH CAROLINA STATE PARKS
Naturally Wonderful

STATE OF NORTH CAROLINA

CONTRACTOR'S FEDERAL I.D.

COUNTY OF WAKE

566000329

N.C. Parks and Recreation Trust Fund Project Agreement

Grantee: Pender County

Project Number: 2023 - 1028

Project Title: Central Pender Park Development

Period Covered by This Agreement: 11/1/2022 to 10/31/2025

Project Scope (Description of Project): Land 60 +/- acres Restroom, concession stand, picnic shelter, playground with surfacing, multi-purpose fields, site amenities, lighting, walking path, parking lot, utilities, contingency,

Project Costs: PARTF Amount \$ 500,000

Local Government Match \$ 2,705,000

Conditions

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and County of Pender (hereinafter referred to as "Grantee") agree to comply with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund (PARTF) administrative rules and grant application which are hereby by reference made a part of the PARTF grant contract and which are on file with the Division of Parks and Recreation. In addition, the Department and the Grantee agree to comply with the State of North Carolina's Terms and Conditions as listed in "Attachment A" to this contract.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this grant agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to obligate to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

Section I. Eligible Project Costs and Fiscal Management

1. The PARTF grant amount must be matched on at least a dollar-for-dollar basis by the Grantee. To be eligible, project costs must be incurred during the contract period, be documented in the grant application, and described in the project scope of this agreement, and initiated and/or undertaken after execution of this agreement by the Grantee and the Department.
2. PARTF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on PARTF acquired land within five (5) years of the date this contract is signed by the Department and Grantee in order to allow general public access and use.
3. Payment shall be made in accordance with the contract documents as described in the Scope of Work (Attachment B). Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this contract. Invoices may be submitted to the Contract Administrator

quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the contract period or contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except those records shall be retained beyond five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the contract and PARTF project to which they are applicable. The State Auditor shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7.

4. The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, and costs disallowed or required to be refunded to the Department on account of audit exceptions.

Section II. Project Execution

1. The Grantee may not deviate from the scope of the project without approval of the Department. When one of the conditions in the contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the contract period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Department.
3. In the event the Grantee subcontracts for any or all of the services covered by the contract:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this contract;
 - b. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and;
 - c. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.
5. The Grantee shall not substitute key personnel assigned to the performance of this contract without prior approval by the Department's Contract Administrator. Mr. Doug Shipley is designated by the Grantee as key personnel for purposes of this contract. The Department designates, Ms. Vonda Martin, Manager of Grants and Outreach, as the Contract Administrator for the contract.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Ms. Vonda Martin, Manager of Grants and Outreach 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-9338 Email: Vonda.Martin@ncparks.gov	Pender County Attention Doug Shipley PO Box 5 Burgaw, NC 28425 Telephone: 910.259.0226 Email: dshipley@pendercountync.gov

6. The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management, equal employment opportunity and the environment including but not limited to the following:

Local Government Budget and Fiscal Control Act (G.S. 159-7 to 159-42); Formal Contracts, Informal Contracts and Purchasing (including but not limited to G.S. 44A-26, G.S. 87-1 to 87.15.4, G.S. 133.1 to 133-40, G.S. 143-128 to

G.S.143-135; Uniform Relocation Assistance Act (G.S. 133-5 to 133-18); Conflict of Interest (G.S. 14-234); Contractors Must use E-Verify (G.S. 143-48.5); Americans With Disabilities Act of 1990 (P.L. 101-336) and ADA Accessibility Guidelines; N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), and Sales Tax Refund (G.S. 105-164.14(c)).

7. The Grantee agrees it provides a drug-free workplace in accordance to the requirements of the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D).
8. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.
9. The Grantee agrees land acquired with PARTF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without approval of the Department. The Grantee agrees to maintain and manage PARTF assisted development/ renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
10. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
11. The Grantee shall agree to place utility lines developed with PARTF assistance underground.
12. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.
13. The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability in the use of any property or facility acquired or developed pursuant to this agreement.
14. The Grantee certifies that it:
 - (a) Has neither used nor will use any appropriated funds for payment to lobbyists;
 - (b) Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - (c) Will file quarterly updates about the use of lobbyists if material changes occur in their use.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may unilaterally rescind this agreement at any time prior to the expenditure of funds on the project described in this contract.
2. If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this contract, the Department shall thereupon have the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this contract.
3. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in PARTF, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.

Section IV. Attestation and Execution

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Contractor) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the parties.

Pender County	
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Typed or Printed Name of Official	Title of Official

(Notary Public Completes)

State of North Carolina

County of

On this _____ day of _____, 20____,

personally appeared before me the said named _____, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20____.

Signature of Notary Public

(Seal Here)



North Carolina Department of Natural and Cultural Resources
D. Reid Wilson, Secretary

By:

Department Head or Authorized Agent
for Secretary Wilson

Title

General Terms and Conditions
Governmental Entities
May 1, 2011

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds

from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.

- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

- (18) "Unit of Local Government has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract insures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons

and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Time Records: The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with

profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipates bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Scope of Work

**North Carolina Division of Parks and Recreation
Parks and Recreation Trust Fund – Grants Program for Local Governments**

Grantee: Pender County
Title of Project: Central Pender Park Development
Project Number: 1028
Contract Number: 2023-1028
Amount of Grant: \$ 500,000
Amount of Match: \$ 2,705,000
Contact Person for Project: Doug Shipley
Title: Assistant County Manager
Pender County
Address: PO Box 5
Burgaw, NC 28425
Telephone: 910.259.0226
Contact email address: dshipley@pendercountync.gov

Scope of Project: Land 60 +/- acres Restroom, concession stand, picnic shelter, playground with surfacing, multi-purpose fields, site amenities, lighting, walking path, parking lot, utilities, contingency,

Length of Project: 36 months (11/1/2022 – 10/31/2025)

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The County of Pender grant application and support documentation are, by reference, part of the contract. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the contract.

**CAPITAL PROJECT BUDGET ORDINANCE
PENDER COUNTY PARKS AND RECREATION
CENTRAL PENDER PARK DEVELOPMENT**

WHEREAS, the Board of Pender County Commissioners desire to adopt a capital project budget ordinance pursuant to and as provided by NCGS 159- 13.2; and

WHEREAS, the Board of Pender County Commissioners desire to construct the first phase of Central Pender Park to provide recreational and support facilities for use by the citizens and visitors to Pender County.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Pender County Commissioners, as follows:

SECTION 1: The amounts herein set forth are hereby appropriated for the expenses related to the project:

Transfer to General Fund (Land Acquisition)	\$ 330,000.00
Construction	<u>\$ 2,875,000.00</u>
TOTAL PROJECT COST	\$ 3,205,000.00

SECTION 2: The amounts herein set forth are hereby designated as the funding to be made available for the project to meet the foregoing appropriations:

Parks and Recreation Trust Fund Grant	\$ 500,000.00
Transfer from General Fund	<u>\$ 2,705,000.00</u>
TOTAL PROJECT FUNDING	\$ 3,205,000.00

SECTION 3: Authorized activities for the Central Pender Park Development Project include the expenditure of budgeted funds for construction. The project must be completed by 10/31/2025. The officials of Pender County are hereby directed to proceed with the project within the terms of the budget contained herein,

SECTION 4: The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to provide the accounting of federal, state and local regulations.

SECTION 5: Funds may be advanced from the General Fund for the purpose of making payments as due.

SECTION 6: Copies of this ordinance shall be filed with the Finance Director and the Clerk to the Board of Commissioners to be kept by them for their direction in carrying out this project.

This ordinance was introduced and passed at this meeting of the Board of Pender County Commissioners and was adopted this the ____ day of _____, 2022.

Fred McCoy, Chairman

ATTEST:

Tera Cline, Clerk to the Board

RESOLUTION

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

that the Capital Project Budget Ordinance for Central Pender Park Project to document the proposed project expenditures and funding in the amount of \$3,205,000.00 is approved and adopted.

The Chairman/County Manager is authorized to execute any document necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: McCoy ____ Tate ____ Brown ____ Newton ____ Piepmeyer ____

Fred McCoy, Chairman _____ Date _____

ATTEST:

Tera Cline, Clerk to the Board Date _____

Pender County Budget Ordinance Amendment

Page 17 of 18

Date Monday, October 24, 2022
Board Meeting Date (If Applicable) Monday, November 7, 2022

Fiscal Year FY 2022-2023 **Fund** 60 - CIP
Department 665 - PARKS & RECREATIONAL DEPARTMT

Purpose of Request
Budget for Central Pender Park project. This will be funded with PARTF grant funds and local match.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-348074-6027	PARTF GRANT	500000
2	60-397010-6027	TRANSFER FROM GEN FUND	2705000
3	695-399000	GEN FUND BAL APPROP	2705000
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-407460-6027	CONSTRUCTION	2875000
2	60-409020-6027	TRANSFER TO GEN FUND	330000
3	695-490000	TRANSFER TO CIP FUND	2705000
4			
5			
6			
7			
8			
9			
10			
11			

	Account # (ORG-OBJECT)	Account Description	Amount
12			
13			

Total Revenues

5910000

Total Expenditures

5910000

Budget Amendment Balances when Zero.

0

Prepared By:

Angela Miller

Email

dturner@pendercountync.gov



**Pender County
Approval to Accept Parks and
Recreation Trust Fund Grant for
Hampstead Kiwanis Park Phase 4.
Approval of Capital Project Ordinance
and Budget Ordinance Amendment for
Hampstead Kiwanis Park Phase 4**

TO: Board of County Commissioners
FROM: Dee Turner
DATE: November 7, 2022
SUBJECT: Approval to Accept Parks and Recreation Trust Fund Grant for
Hampstead Kiwanis Park Phase 4. Approval of Capital Project
Ordinance and Budget Ordinance Amendment for Hampstead Kiwanis
Park Phase 4

SUMMARY:

On April 19, 2022, the Board of County Commissioners approved the submission of a Parks and Recreation Trust Fund grant application requesting the maximum possible grant award of \$500,000 for Hampstead Kiwanis Park Phase 4 with a total project cost of \$2,102,693. The total project cost includes \$102,693 which is the tax value of the approximate 26 acres that will be donated by Hampstead Kiwanis Park, Inc. The PARTF grant funds of \$500,000 are reimburseable on a dollar-for-dollar basis. This project, which must be completed by 10/31/2025, will include two (2) multi-purpose fields, 1500 linear foot multi-use handicap accessible path, six (6) tennis courts, four (4) pickleball courts, two (2) basketball courts, picnic shelter/restroom facility, lawn game and picnic area, parking and other site enhancements.

ACTION REQUESTED:

Approval to Accept Parks and Recreation Trust Fund Grant for Hampstead Kiwanis Park Phase 4. Approval of Capital Project Ordinance and Budget Ordinance Amendment for Hampstead Kiwanis Park Phase 4



North Carolina Division of Parks and Recreation

Governor Roy Cooper

Secretary D. Reid Wilson

October 11, 2022

Mr. Doug Shipley
Assistant County Manager
Pender County
PO Box 5
Burgaw, NC 28425

Dear Mr. Shipley:

Pender County has received a grant from the N.C. Parks and Recreation Trust Fund (PARTF) for the Hampstead Kiwanis Park Phase 4 project. I am writing to you as the County's contact person to provide information about administering the grant.

The first step is to execute a contract between Pender County and the N.C. Department of Natural and Cultural Resources (DNCR). Enclosed are two copies of the contract. Please have your chief elected official sign and return both copies to me at the address below within 45 days. A representative of DNCR will then sign the contracts and return a copy of the executed contract. Please do not begin work on the PARTF project until you receive the signed contract.

PARTF grants are paid on a reimbursement basis. A local government must first spend its own funds on the project and then be reimbursed. The enclosed PARTF Grant Manual provides further information about accounting and grant administration. The manual is also available at www.ncparks.gov/partf under "For Grant Recipients". It is very important that your finance officer and project manager are familiar with this information. In addition, a series of progress inspections for your project will be conducted by your regional consultant.

Your local government may have received additional funds from other sources for this project. If PARTF funds are no longer needed, please notify me to withdraw this grant.

Sincerely,

Vonda Martin
Manager, Grants and Outreach Program

Enclosures

cc: Brittany Shipp, Recreation Resources Service Regional Consultant

Dwayne Patterson, Director
NC Division of Parks and Recreation
1615 MSC - Raleigh, NC 27699-1615
919.707.9300 / ncparks.gov

NORTH CAROLINA STATE PARKS
Naturally Wonderful

STATE OF NORTH CAROLINA

CONTRACTOR'S FEDERAL I.D.

COUNTY OF WAKE

566000329

N.C. Parks and Recreation Trust Fund Project Agreement

Grantee: Pender County

Project Number: 2023 - 1027

Project Title: Hampstead Kiwanis Park Phase 4

Period Covered by This Agreement: 11/1/2022 to 10/31/2025

Project Scope (Description of Project): Land acquisition of 26 +/- acres, Restroom, shelter, tennis courts, pickball courts, fencing, basketball courts, multipurpose fields, lighting, site prep, court games, parking lot, utilities, contingency,

Project Costs: PARTF Amount \$ 500,000

Local Government Match \$ 1,602,693

Conditions

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and County of Pender (hereinafter referred to as "Grantee") agree to comply with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund (PARTF) administrative rules and grant application which are hereby by reference made a part of the PARTF grant contract and which are on file with the Division of Parks and Recreation. In addition, the Department and the Grantee agree to comply with the State of North Carolina's Terms and Conditions as listed in "Attachment A" to this contract.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this grant agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to obligate to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

Section I. Eligible Project Costs and Fiscal Management

1. The PARTF grant amount must be matched on at least a dollar-for-dollar basis by the Grantee. To be eligible, project costs must be incurred during the contract period, be documented in the grant application, and described in the project scope of this agreement, and initiated and/or undertaken after execution of this agreement by the Grantee and the Department.
2. PARTF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on PARTF acquired land within five (5) years of the date this contract is signed by the Department and Grantee in order to allow general public access and use.
3. Payment shall be made in accordance with the contract documents as described in the Scope of Work (Attachment B). Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this contract. Invoices may be submitted to the Contract Administrator

quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the contract period or contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except those records shall be retained beyond five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the contract and PARTF project to which they are applicable. The State Auditor shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7.

4. The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, and costs disallowed or required to be refunded to the Department on account of audit exceptions.

Section II. Project Execution

1. The Grantee may not deviate from the scope of the project without approval of the Department. When one of the conditions in the contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the contract period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Department.
3. In the event the Grantee subcontracts for any or all of the services covered by the contract:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this contract;
 - b. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and;
 - c. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.
5. The Grantee shall not substitute key personnel assigned to the performance of this contract without prior approval by the Department's Contract Administrator. Mr. Doug Shipley is designated by the Grantee as key personnel for purposes of this contract. The Department designates, Ms. Vonda Martin, Manager of Grants and Outreach, as the Contract Administrator for the contract.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Ms. Vonda Martin, Manager of Grants and Outreach 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-9338 Email: Vonda.Martin@ncparks.gov	Pender County Attention Doug Shipley PO Box 5 Burgaw, NC 28425 Telephone: 910.259.0226 Email: dshipley@pendercountync.gov

6. The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management, equal employment opportunity and the environment including but not limited to the following:

Local Government Budget and Fiscal Control Act (G.S. 159-7 to 159-42); Formal Contracts, Informal Contracts and Purchasing (including but not limited to G.S. 44A-26, G.S. 87-1 to 87.15.4, G.S. 133.1 to 133-40, G.S. 143-128 to

G.S.143-135; Uniform Relocation Assistance Act (G.S. 133-5 to 133-18); Conflict of Interest (G.S. 14-234); Contractors Must use E-Verify (G.S. 143-48.5); Americans With Disabilities Act of 1990 (P.L. 101-336) and ADA Accessibility Guidelines; N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), and Sales Tax Refund (G.S. 105-164.14(c)).

7. The Grantee agrees it provides a drug-free workplace in accordance to the requirements of the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D).
8. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.
9. The Grantee agrees land acquired with PARTF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without approval of the Department. The Grantee agrees to maintain and manage PARTF assisted development/ renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
10. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
11. The Grantee shall agree to place utility lines developed with PARTF assistance underground.
12. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.
13. The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability in the use of any property or facility acquired or developed pursuant to this agreement.
14. The Grantee certifies that it:
 - (a) Has neither used nor will use any appropriated funds for payment to lobbyists;
 - (b) Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - (c) Will file quarterly updates about the use of lobbyists if material changes occur in their use.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may unilaterally rescind this agreement at any time prior to the expenditure of funds on the project described in this contract.
2. If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this contract, the Department shall thereupon have the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this contract.
3. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in PARTF, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.

Section IV. Attestation and Execution

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Contractor) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the parties.

Pender County	
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Typed or Printed Name of Official	Title of Official

(Notary Public Completes)

State of North Carolina

County of

On this _____ day of _____, 20____,

personally appeared before me the said named _____, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20____.

Signature of Notary Public

(Seal Here)



North Carolina Department of Natural and Cultural Resources
D. Reid Wilson, Secretary

By:

Department Head or Authorized Agent
for Secretary Wilson

Title

**General Terms and Conditions
Governmental Entities
May 1, 2011**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds

from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.

- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

- (18) "Unit of Local Government has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract insures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons

and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Time Records: The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with

profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipates bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Scope of Work

**North Carolina Division of Parks and Recreation
Parks and Recreation Trust Fund – Grants Program for Local Governments**

Grantee: Pender County
Title of Project: Hampstead Kiwanis Park Phase 4
Project Number: 1027
Contract Number: 2023-1027
Amount of Grant: \$ 500,000
Amount of Match: \$ 1,602,693
Contact Person for Project: Doug Shipley
Title: Assistant County Manager
Pender County
Address: PO Box 5
Burgaw, NC 28425
Telephone: 910.259.0226
Contact email address: dshipley@pendercountync.gov

Scope of Project: Land acquisition of 26 +/- acres, Restroom, shelter, tennis courts, pickball courts, fencing, basketball courts, multipurpos fields, lighting, site prep, court games, parking lot, utilities, contingency,

Length of Project: 36 months (11/1/2022 – 10/31/2025)

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The County of Pender grant application and support documentation are, by reference, part of the contract. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the contract.

**CAPITAL PROJECT BUDGET ORDINANCE
PENDER COUNTY PARKS AND RECREATION
HAMPSTEAD KIWANIS PARK PHASE 4**

WHEREAS, the Board of Pender County Commissioners desire to adopt a capital project budget ordinance pursuant to and as provided by NCGS 159- 13.2; and

WHEREAS, the Board of Pender County Commissioners desire to construct Phase 4 of Hampstead Kiwanis Park to provide recreational and support facilities for use by the citizens and visitors to Pender County.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Pender County Commissioners, as follows:

SECTION 1: The amounts herein set forth are hereby appropriated for the expenses related to the project:

Construction	\$ 2,102,693.00
TOTAL PROJECT COST	\$ 2,102,693.00

SECTION 2: The amounts herein set forth are hereby designated as the funding to be made available for the project to meet the foregoing appropriations:

Parks and Recreation Trust Fund Grant	\$ 500,000.00
Land Donation	\$ 102,693.00
Transfer from Hampstead Kiwanis Park Project Code 6085	\$ 70,963.77
Transfer from General Fund	<u>\$ 1,429,036.23</u>
TOTAL PROJECT FUNDING	\$ 2,102,693.00

SECTION 3: Authorized activities for the Central Pender Park Development Project include the expenditure of budgeted funds for construction. The project must be completed by 10/31/2025. The officials of Pender County are hereby directed to proceed with the project within the terms of the budget contained herein,

SECTION 4: The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to provide the accounting of federal, state and local regulations.

SECTION 5: Funds may be advanced from the General Fund for the purpose of making payments as due.

SECTION 6: Copies of this ordinance shall be filed with the Finance Director and the Clerk to the Board of Commissioners to be kept by them for their direction in carrying out this project.

This ordinance was introduced and passed at this meeting of the Board of Pender County Commissioners and was adopted this the ____ day of _____, 2022.

Fred McCoy, Chairman

ATTEST:

Tera Cline, Clerk to the Board

RESOLUTION

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

that the Capital Project Budget Ordinance for Hampstead Kiwanis Park Phase 4 to document the proposed project expenditures and funding in the amount of \$2,102,693.00 is approved and adopted.

The Chairman/County Manager is authorized to execute any document necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: McCoy ____ Tate ____ Brown ____ Newton ____ Piepmeyer ____

Fred McCoy, Chairman

Date

ATTEST:

Tera Cline, Clerk to the Board

Date

Pender County Budget Ordinance Amendment

Page 17 of 18

Date Monday, October 24, 2022
Board Meeting Date (If Applicable) Monday, November 7, 2022

Fiscal Year FY 2022-2023 **Fund** 60 - CIP
Department 665 - PARKS & RECREATIONAL DEPARTMT

Purpose of Request
Budget for Hampstead Kiwanis Park Phase 4 project. This project will be funded with PARTF grant, General Fund Balance and remaining funds from a prior Hampstead Kiwanis Park CIP project 6085.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-348074-6028	PARTF GRANT	500000
2	60-397010-6028	TRANSFER FROM GEN FUND	1429036.23
3	60-397060-6028	TRANSFER FROM CIP FUND	70963.77
4	60-320003-6028	IN KIND CONTRIBUTION	102693
5	695-399000	GEN FUND BAL APPROP	1429036.23
6	60-322000-6085	DONATION-PARKS & REC	12270
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-407460-6028	CONSTRUCTION	2102693
2	60-409060-6085	TRANSFER TO CIP-OTHER PROJECTS	70963.77
3	60-407434-6085	CAPITAL OUTLAY/C&D	-58693.77
4	695-490000	TRANSFER TO CIP	1429036.23
5			
6			
7			
8			

	Account # (ORG-OBJECT)	Account Description	Amount
9			
10			
11			
12			
13			

Total Revenues

3543999.23

Total Expenditures

3543999.23

Budget Amendment Balances when Zero.

0

Prepared By:

Angela Miller

Email

dturner@pendercountync.gov



Pender County Approval of Appointment to Pender Parks and Rec Advisory Board

TO: Board of County Commissioners
FROM: Tera Cline
DATE: November 7, 2022
SUBJECT: Approval of Appointment to Pender Parks and Rec Advisory Board

SUMMARY:

The County Clerk advertises vacancies on boards, commissions, committees, tasks forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply of their own free will.

Cynthia Tart, is applying for appointment to the Pender County Parks and Recreation Advisory Board. Her application is attached for the Board's review. If approved, the appointment will be for 3 years and expire December 31, 2025.

ACTION REQUESTED:

Approval of Appointment to Pender Parks and Rec Advisory Board

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



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

APPLICANT INFORMATION									
Last Name Tart			First Cynthia			M.I. K.	Date 10-11-2022		
Physical Address 113 Inlet Court						Apartment/Unit #			
City Hampstead			State North Carolina			ZIP 28443			
Mailing Address (if different from above) 113 Inlet Court									
City Hampstead			State North Carolina			ZIP 28443			
Home Phone (910) 523-1012			Work Phone (910) 523-1012			E-mail Address 1 ckmtart@outlook.com			
Fax Number						E-mail Address 2			
Board Interest(s) Parks and Recreation Advisory Board									
How long have you been a resident of Pender County? 2									
EDUCATION									
High School South Johnston			Location Four Oaks NC						
From	1968	To	1971	Did you graduate?	YES ☒	NO ☐	Diploma		
College Mount Olive University			Location Mount Olive NC						
From	1995	To	1998	Did you graduate?	YES ☒	NO ☐	Degree Bachelors Degree		
Other NC Institute of Political Leadership ...			Location						
From		To		Did you graduate?	YES ☐	NO ☐	Degree		
EMPLOYMENT HISTORY									
Current Employment		N/A				Job Title N/A			
Responsibilities		N/A							
Previous Employment		NC Communities In Schools, Inc.				Job Title Eastern Regional Consultant			
Previous Employment		Brunswick County Schools				Job Title Administration			
Previous Employment		Communities In Schools of Brunswick County				Job Title Executive Director			
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held: Current: NC Parks & Recreation Trust Fund Authority Past: Brunswick County Parks & Recreation Board (20 yrs.) National Parks & Recreation Board of Directors Town of Oak Island Planning Board NC Recreators Scholarship Foundation Board Brunswick County Transit Board of Directors Brunswick County JCPC...									

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES ☐	NO ☒	If yes, explain (including length of service).	
State reasons why you feel qualified for this appointment(s): I have a desire to give back through public service to support Pender County and it's citizens. Based on my past experience with parks and recreation, this opportunity gives me a chance to contribute to Pender County by utilizing my skills in parks and recreation.			
MILITARY SERVICE			
Branch None		From	To
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES ☐	NO ☒	If yes, explain.	
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES ☐	NO ☒	If yes, list family member name(s) and position/board or committee(s).	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment. It would be an honor to serve and use my skills to advance Parks and Recreation resources for the citizens of Pender County.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature			Date



**Pender County
Reappointment of Commissioner
Newton to the Lower Cape Fear Water
and Sewer Authority Board**

TO: Board of County Commissioners

FROM: Tera Cline

DATE: November 7, 2022

SUBJECT: Approval of reappointment of Commissioner Newton to the Lower Cape Fear Water and Sewer Authority Board

SUMMARY:

Approval of reappointment of Commissioner Newton to the Lower Cape Fear Water and Sewer Authority Board.

ACTION REQUESTED:

Approval of reappointment of Commissioner Newton to the Lower Cape Fear Water and Sewer Authority Board



Pender County Request for Board Action

TO: Board of Rocky Point-Topsail Water & Sewer District

FROM: Kenneth Keel

DATE: November 7, 2022

SUBJECT: Approve Resolution Accepting the Deed of Dedication of Water Distribution System for Wyndwater Phase 5B

SUMMARY:

The water system improvements for the development of Wyndwater Phase 5B have been completed and approved by NCDEQ and Pender County Utilities. The official dedication of these improvements is provided in the attached documents to be recorded upon the Board's approval.

ACTION REQUESTED:

Approve resolution accepting the Deed of Dedication of water distribution system for Wyndwater Phase 5B.

ATTACHMENTS:

Resolution
Deed of Dedication & Affidavit for Wyndwater Phase 5B

Board of County Commissioners
Archibald "Fred" McCoy- Chairman
Jimmy Tate-Vice Chairman
George R. Brown, Jr.
Jaqueline A. (Jackie) Newton
David A. Piepmeyer



County Manager
David Andrews
County Attorney
Carl W. "Trey" Thurman
Clerk to the Board
Tera C. Cline

Resolution Accepting the Deed of Dedication for the Conveyance of Title to the Water Distribution System Properly Installed to Serve Wyndwater Phase 5B

WHEREAS, In accordance with the Pender County Water and Sewer Ordinance, Article XII, Subsection II, 5.a: submission of a Deed of Dedication is required for acceptance of any new water and/or sewer extensions constructed to serve any structure within a subdivision prior to the commencement of water and/or sewer service by the District; and

WHEREAS, With acceptance of these improvements, the conveyance of title to these infrastructure improvements will occur and the District will become responsible for the permanent maintenance of these improvements at the conclusion of the contractor's warranty period; and

WHEREAS, Staff is recommending acceptance of the respective project infrastructure improvements as follows:

- Wyndwater, Phase 5B – 1,831 LF 8" watermain, valves, and related water appurtenances along eastern half of Sailor Sky Way.

WHEREAS, All of the above improvements have been inspected, engineer certified, and issued Final Approval by the NCDEQ – Public Water Supply Section.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Rocky Point-Topsail Water and Sewer District a resolution accepting the Deed of Dedication(s) and Affidavit(s) for the Water Distribution improvements installed to serve Wyndwater–Phase 5B.

Adopted this 7th day of November 2022.

Fred McCoy, Chairman
Rocky Point-Topsail Water & Sewer District
Board of Commissioners

ATTEST:

Tera Cline
Clerk to the Board



Prepared by: Eugene B. Davis, Jr.,
1612 Military Cutoff Road, Suite 301, Wilmington NC 28403

DEED OF DEDICATION

STATE OF NORTH CAROLINA
COUNTY OF PENDER

THIS DEED OF DEDICATION, made and entered into this the ____ day of _____, 2022, by and between Signature Top Sail NC, Ltd., a Texas limited partnership doing business in North Carolina as Signature Top Sail NC, Ltd. LP, hereinafter referred to as "Developer", and ROCKY POINT TOPSAIL WATER AND SEWER DISTRICT, a municipal corporation duly created and existing under the laws of the State of North Carolina, hereinafter referred to as Grantee;

WITNESSETH:

THAT WHEREAS, Developer is the owner of a tract or parcel located in Topsail Township, Pender County, North Carolina, known as **WyndWater, Phase 5B**, having Tax Parcel ID Nos. 4214-41-2661-0000 and 4214-31-7758-0000 (the "Property");

WHEREAS, Developer has caused to be installed potable water distribution lines under and along the road rights-of-way, and various utility easement parcels, hereinafter described and referenced;

WHEREAS, Developer wishes to obtain potable water service from Grantee and to make water service from Grantee's system available to individual lot owners of the Property;

WHEREAS, Grantee has adopted, through appropriate resolution, a stated policy regarding water distribution and sewer systems under the terms of which, among other things, in order to obtain water service for said Property, Developer must convey title to the potable water distribution system to Grantee through an instrument of dedication acceptable to Grantee;

NOW THEREFORE, Developer, in consideration of Grantee accepting said water lines and making water available to said community subdivision, does hereby convey to Grantee, its lawful successors and assigns, the following described property;

All of the potable water lines and equipment located under, along, and within the road, street, and cul-de-sac rights of way as shown on the map of "WYNDWATER – PHASE 5B – UTILITY AS-BUILT" prepared by GSP Consulting, PLLC, which map is attached hereto as Exhibit "A" and incorporated herein by reference.

TO HAVE AND TO HOLD said water lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever.

Together with non-exclusive easements over, along and upon the entire area of the streets and cul-de-sacs and right of way depicted on the maps and serving the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the water distribution [and/or sewer collection] systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs and right of way reserving unto Developer, its successors and assigns, equal rights of easement and easement over, in, along, and upon said streets and cul-de-sacs for purposes of installing and maintaining such utilities as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, cable and sewer.

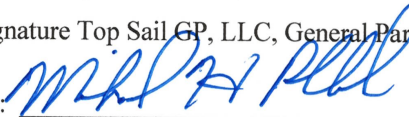
And Developer does hereby covenant that it is seized of said water lines and equipment described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

[Signature(s) on Page(s) to follow.]

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed,
the day and year first above written.

Signature Top Sail, NC, Ltd., a Texas Limited
Partnership, doing business in North Carolina
as Signature Top Sail NC Ltd., LP

By: Signature Top Sail GP, LLC, General Partner

By: 

Michael H. Pollak, Manager

STATE OF NORTH CAROLINA - COUNTY OF NEW HANOVER

I, Shannon M. Cosgrove, a Notary Public of the County and State aforesaid,
do certify that Michael H. Pollak, who is known to me, personally came before me this day and
acknowledged he is Manager of **Signature Top Sail GP, LLC**, a Texas limited liability company, which
LLC is General Partner of **Signature Top Sail NC, Ltd.**, a Texas Limited Partnership, doing business in
North Carolina as Signature Top Sail NC Ltd. LP, and that he, as Manager of said LLC, being authorized
to do so, voluntarily executed the foregoing instrument for the purpose stated therein on behalf of the limited
liability company as General Partner of the said Limited Partnership.

Witness my hand and official seal, this the 12th day of October, 2022.



Shannon M. Cosgrove
Notary Public

My Commission Expires: 10/24/26

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for WyndWater Phase 5B was accepted by the Rocky Point-Topsail Water & Sewer District Board of Commissioners on the _____ day of _____, 20____.

Rocky Point-Topsail Water & Sewer District
Board of Commissioners

Fred McCoy, Chairman

Tera Cline
Clerk to the Board

AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF PENDER

Signature Top Sail NC, Ltd., a Texas limited partnership doing business in North Carolina as Signature Top Sail NC, Ltd. LP, with an office and place of business in New Hanover County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of a tract or parcel located in Topsail Township, Pender County, North Carolina, known as **Wyndwater, Phase 5B**, having Tax Parcel ID Nos. 4214-41-2661-0000 and 4214-31-7758-0000, as more particularly described in a Deed of Dedication in favor of Pender County of even date herewith.
2. That it has caused to be installed water distribution [and/or sewer collection] lines under and along the road right-of-ways property hereinafter described and referenced;

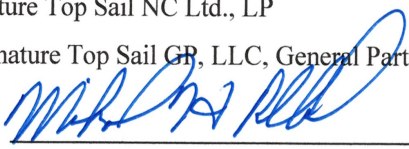
The road, street, and cul-de-sac rights of way as shown on the map of "WYNDWATER – PHASE 5B - UTILITY AS-BUILT" prepared by GSP Consulting, PLLC, which map is attached hereto as Exhibit "A" and incorporated herein by reference

3. All the work which has been performed in the construction and installation of said water distribution lines described in paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for labor or material against the subdivision property which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water lines installed therein which would in any way jeopardize title to the subdivision or the water distribution system located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer(s) this 12th day of October, 2022.

Signature Top Sail, NC, Ltd., a Texas Limited Partnership, doing business in North Carolina as Signature Top Sail NC Ltd., LP

By: Signature Top Sail GP, LLC, General Partner

By: 
Michael H. Pollak, Manager

STATE OF NORTH CAROLINA - COUNTY OF NEW HANOVER

I, Shannon M. Cosgrove, a Notary Public of the County and State aforesaid, do certify that Michael H. Pollak, who is known to me, personally came before me this day and acknowledged he is Manager of **Signature Top Sail GP, LLC**, a Texas limited liability company, which LLC is General Partner of **Signature Top Sail NC, Ltd.**, a Texas Limited Partnership, doing business in North Carolina as Signature Top Sail NC Ltd. LP, and that he, as Manager of said LLC, being authorized to do so, voluntarily executed the foregoing instrument for the purpose stated therein on behalf of the limited liability company as General Partner of the said Limited Partnership.

Witness my hand and official seal, this the 12th day of October, 2022.



Shannon M. Cosgrove
Notary Public

My Commission Expires: 10/24/26

