Pender County

Agenda

Board of County Commissioners Meeting
Monday, August 15, 2022 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

			Presenter	Page
1.	CALL TO ORDER			
2.	INVOCATION Commissioner Brown			
3.	PLEDGE OF ALLEGIANCE Commissioner McCoy			
4.	ADOPTION OF AGENDA Need a motion to excuse Commissioner Piepmeyer.			
5.	PUBLIC INFORMATION			
	5.1.	Appointment of vacant Commissioner seat District 1 and administration of oath to Mr. Jimmy Tate by Superior Court Judge Kent Harrell.	Newton	
	5.2.	Conceptual design for the new Health and Human Services facility. Resolution Bobbitt Construction for design 8.15.2022 - Pdf	Moser	5 - 6
	5.3.	Update on the Community Rating System (CRS) Community Rating System Update - Pdf	Adams	7 - 13
6.	PUBLIC COMMENT			
7.	CONSENT AGENDA			
	7.1.	Approval of the Pender County Energy Outreach Plan. Energy Outreach Plan - Pdf	Stewart	15 - 19
	7.2.	Approval to carryover Purchase Order # 507 to the UNC Institute of Public Health in the amount of $50,000 Carry over PO to UNC Institute of Public Health - Pdf	Moser	21
	7.3.	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2022-2023 in the amount of $118,361 AA 546 CD Pandemic Recovery - Pdf	Moser	23 - 25
	7.4.	Approval of a Budget Amendment to move budgeted revenue into separate revenue lines as described on the Budget Ordinance form in the amount of $412,152. BOA to relocate COVID19 revenue lines - Pdf	Moser	27 - 28
	7.5.	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2022-2023: $2,058 WIC Caseload Increase Funds - Pdf	Moser	29 - 31

7.6.	Approval of a Purchase Order to SHI for Computer Replacement in the amount of $259,350.00. Purchase order SHI $227,360.13 - Pdf	Harvey	33 - 51
7.7.	Approval of a Purchase Order to Software House International (SHI) for Barracuda Backup Server Annual Support & Maintenance Renewal in the amount of $40,468.92. PO Carolina Advanced Digital $39,968.38 - Pdf	Harvey	53 - 58
7.8.	Approval of a Purchase Order to Software House International (SHI). for Barracuda Total Email Protection for Microsoft Office 365 Annual Support & Maintenance Renewal in the amount of $55,996.92. Barracuda Essentials PO FY 2021 - Pdf	Harvey	59 - 62
7.9.	Approval of a Purchase Order to Software House International (SHI) for Manage Engine's IT Service Management Annual Software Licensing Renewal in the amount of $57,228.00. Purchase Order NWN for ManageEngine - Pdf	Harvey	63 - 70
7.10.	Approval of Purchase Order to Mission Communications for SCADA Monitoring of PCU's Water & Sewer Systems PO amount $9541.20 PO_MissionCommunications_PCU_SCADA - Pdf	Keel	71 - 74
7.11.	Approval of Sub grant Agreement from The Southeastern Partnership Inc for the Pender Commerce Park Water & Sewer Extensions SubgrantAgreement_NCSEPartnership_PCPWaterSewerExtensions - Pdf	Keel	75 - 99
7.12.	Approval of Capital Project Ordinance for PCU/Facilities Warehouse & Shelters Project CapitalProjectOrdinance_WarehouseSheltersProject - Pdf	Keel	101 - 110
7.13.	Approve a Purchase Order/Sole Source for CAS (Connected Automotive Systems) for FY23 $1295.00 CAS - Pdf	Drummond	111 - 113
7.14.	Approve a Purchase Order/Sole Source for Mitchell1 for FY23 $2631.00 Mitchell 1 - Pdf	Drummond	115 - 119
7.15.	Approve a Purchase Order/Sole Source for Campbell Oil for FY23 $3500.00 Campbell Oil - Pdf	Drummond	121 - 123
7.16.	Request for approval of a Budget Ordinance Amendment for Transportation Infrastructure Resiliency Fund Grant NC 210 Resiliency Analysis BOA - Pdf	Lacer	125 - 168
7.17.	Approval of a Budget Amendment for increase funds in Insurance/Property Loss proceeds in the amount of $36,499.60.. Insurance/Property loss funds - Pdf	Cutler	169 - 171
7.18.	Requesting funds for annual ESRI Contract renewal for GIS in the amount of $16,300. Funds for ESRI contract renewal - Pdf	Cutler	173

7.19.	Approval of Purchase Order/Sole Source to Correctional Behavioral Health for the Jail Inmate Mental Health Services in the amount of $19,500. CBH FY 22-23 - Pdf	King	175 - 181
7.20.	Approval to carry over Purchase Order # 526 to National Power, LLC in the amount of $310,376.40. Generators - Pdf	Batson	183
7.21.	Approval of the Board of Commissioner Meeting Minutes August 1, 2022 BOCC Meeting Minutes August 1, 2022 - Pdf	Cline	185 - 223
8.	APPROVALS AND RESOLUTIONS		
8.1.	Consideration of Grant Agreement for Streamflow Rehabilitation Assistance Program (StRAP) Grant and Budget Ordinance Amendment Grant agreement - Pdf	Adams	225 - 255
8.2.	Approval for Pender County to Establish its Local Emergency Planning Committee Output Document (AIR - 2591) - Pdf	Batson	257 - 258
8.3.	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 2393-48-3645-0000 on Red Tip Lane Walker Offer - Pdf	Blue	259 - 268
8.4.	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 3255-77-4454-0000 at 9549 NC HWY 210 in Rocky Point Weaver Offer - Pdf	Blue	269 - 275
8.5.	Approval of Surplus Property Advertisement for Auction & Related BOA - Country Court Apartments on US 421 Country Court - Pdf	Blue	277 - 282
8.6.	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 3282-29-4762-0000 on 210 in Hampstead Peterson Hill Ave - Pdf	Blue	283 - 295
9.	DISCUSSION		
10.	APPOINTMENTS		
10.1.	Approval of Appointments to the Pender County Fire Commission Applications - Pdf		297 - 311
10.2.	Approval of Reappointment of Rebecca Drake to the Nursing Home and Adult Care Home Advisory Board Drake Application - Pdf		313 - 315
10.3.	Approval of an Appointment to the Pender County Tourism Development Authority Keeler App - Pdf		317 - 319
11.	MAPLE HILL WATER AND SEWER DISTRICT		
12.	ROCKY POINT WATER AND SEWER DISTRICT		
13.	SCOTTS HILL WATER AND SEWER DISTRICT		

14. MOORES CREEK WATER AND SEWER DISTRICT

15. CENTRAL PENDER WATER AND SEWER DISTRICT

16. PENDER COUNTY BOARD OF HEALTH

17. SOCIAL SERVICES BOARD

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

19. CLOSED SESSION (IF APPLICABLE).

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

20.1.	SUP 2022-34 - Special Use Permit Request for Indoor Storage of Boats and RVs on Sloop Point Road in the Topsail Township SUP 2022-34 - Pdf	Feldman	321 - 350
20.2.	ZTA 2022-15 - Zoning Text Amendment to Section 3.2.1 'Zoning Approval' to Allow for Issuance of Clearing and Grading Permits ZTA 2022-15 - Pdf	Henley	351 - 359
20.3.	Resolution requesting approval for text amendments to Article 11 (Road Name and Addressing) of the Pender UDO. Text Amendment - Pdf	Dickson	361 - 366

21. ADJOURNMENT

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	August 15, 2022
SUBJECT:	Resolution to approve conceptual design for the new Health and Human Services facility.

SUMMARY:
Bobbitt Construction was selected as the company to complete a design/build for the new Health and Human Services facility. A preliminary project schedule is attached.

Staff from Bobbitt Construction will present the conceptual design for board approval.

ACTION REQUESTED:
To approve and accept the conceptual design for the new Health and Human Services facility from Bobbitt Construction.

Bobbitt Design-Build

Pender County Health a

ID	Task Mode	Task Name	Duration	Start	Finish
0		**Preconstruction & Construction Project Duration**	**777 days**	**Mon 6/6/22**	**Tue 5/27/25**
1		**Design & Preconstruction**	**342 days**	**Mon 6/6/22**	**Tue 9/26/23**
2		Project Award - County Commissioners Meeting	1 day	Mon 6/6/22	Mon 6/6/22
3		Project Kick-Off Meeting - Space Needs Analysis Review, Etc.	1 day	Tue 7/5/22	Tue 7/5/22
4		**Conceptual Design Phase**	25 days	Wed 7/6/22	Tue 8/9/22
5		County Approval of Design	5 days	Wed 8/10/22	Tue 8/16/22
6		Budget Estimate of Conceptual Design	15 days	Wed 8/17/22	Tue 9/6/22
7		Conceptual Budget Estimate & County Approval	5 days	Wed 9/7/22	Tue 9/13/22
8		**Schematic Design Phase**	40 days	Wed 9/14/22	Tue 11/8/22
9		County Approval of Design	10 days	Wed 11/9/22	Tue 11/22/22
10		Budget Estimate of Schematic Design	20 days	Wed 11/23/22	Tue 12/20/22
11		Schematic Design Estimate & County Approval	5 days	Wed 12/21/22	Tue 12/27/22
12		**Design Development Phase**	50 days	Wed 12/28/22	Tue 3/7/23
13		County Approval of Design	10 days	Wed 3/8/23	Tue 3/21/23
14		Estimate of Design Development Design	20 days	Wed 3/22/23	Tue 4/18/23
15		Design Development Estimate & County Approval	5 days	Wed 4/19/23	Tue 4/25/23
16		**Construction Drawings Phase**	40 days	Wed 4/26/23	Tue 6/20/23
17		County Approval of Design	5 days	Wed 6/21/23	Tue 6/27/23
18		NC Division of Social Service Approval	20 days	Wed 6/21/23	Tue 7/18/23
19		NC DOI Approval	20 days	Wed 6/21/23	Tue 7/18/23
20		DBE / HUB Outreach	20 days	Wed 6/7/23	Tue 7/4/23
21		CD Drawings out to the Sub/Vendor Market for Bids	30 days	Wed 6/28/23	Tue 8/8/23
22		Final Project Price Presentation - County Approval	10 days	Wed 8/9/23	Tue 8/22/23
23		Exhibit A - Design-Build Amendment Executed	5 days	Wed 8/23/23	Tue 8/29/23
24		Project Buyout with Trade Partners	20 days	Wed 8/30/23	Tue 9/26/23
25		**Permit Acquisition Process**	**120 days**	**Wed 5/24/23**	**Tue 11/7/23**
26		**Site Permit Process**	**120 days**	**Wed 5/24/23**	**Tue 11/7/23**
27		County Site Plan Review - Comments & Response	30 days	Wed 6/28/23	Tue 8/8/23
28		County Site Plan 2nd Review - Comments & Response	20 days	Wed 8/9/23	Tue 9/5/23
29		Finalize Site Plan Approval	10 days	Wed 9/6/23	Tue 9/19/23
30		NCDEQ Stormwater Permit - Comments & Response	80 days	Wed 6/28/23	Tue 10/17/23
31		NCDEQ Permit Issued	15 days	Wed 10/18/23	Tue 11/7/23
32		NCDEQ Erosion Control Permit - Comments & Response	30 days	Wed 6/28/23	Tue 8/8/23
33		NCDEQ Erosion Control Permit Issued	10 days	Wed 8/9/23	Tue 8/22/23
34		NCDEQ Utility Permit Process - Water & Sewer	45 days	Wed 7/26/23	Tue 9/26/23
35		NCDOT Driveway / Roadway Permit Process (TIA included)	120 days	Wed 5/24/23	Tue 11/7/23
36		**Building Permit Process**	**41 days**	**Wed 6/28/23**	**Wed 8/23/23**
37		Submit for Building Permit - 1st Review	20 days	Wed 6/28/23	Tue 7/25/23
38		Receive Building Permit Comments and Respond	10 days	Wed 7/26/23	Tue 8/8/23
39		Resubmit for Building Permit - 2nd Review	10 days	Wed 8/9/23	Tue 8/22/23
40		Receive Building Permit	1 day	Wed 8/23/23	Wed 8/23/23
41		**Site Construction Overview**	**140 days**	**Wed 11/8/23**	**Tue 5/21/24**
42		Sitework Packages - Grading, Stormwater, Utilities, Paving, Etc.	140 days	Wed 11/8/23	Tue 5/21/24
43		Install Building Pad	15 days	Wed 12/20/23	Tue 1/9/24
44		**Building Construction Overview**	**360 days**	**Wed 1/10/24**	**Tue 5/27/25**
45		Foundations & Pilings	50 days	Wed 1/10/24	Tue 3/19/24
46		Underground Rough-In's	30 days	Wed 2/21/24	Tue 4/2/24
47		Structural System	65 days	Wed 4/3/24	Tue 7/2/24
48		Building Dry-In / Roof	65 days	Wed 5/15/24	Tue 8/13/24
49		Exterior Finishes	130 days	Wed 8/14/24	Tue 2/11/25
50		MEP Rough-In's	55 days	Wed 5/15/24	Tue 7/30/24
51		Interior Close-In - Insulation / Drywall	75 days	Wed 7/31/24	Tue 11/12/24
52		Interior Finishes & Equipment	110 days	Wed 11/13/24	Tue 4/15/25
53		Building Punch-Out, Close-Out Documents & Training	20 days	Wed 4/16/25	Tue 5/13/25
54		Certificate of Occupancy and Building Commissioning	10 days	Wed 5/14/25	Tue 5/27/25



Note: Days listed on schedule a

Pender County
Update on the Community Rating System (CRS)

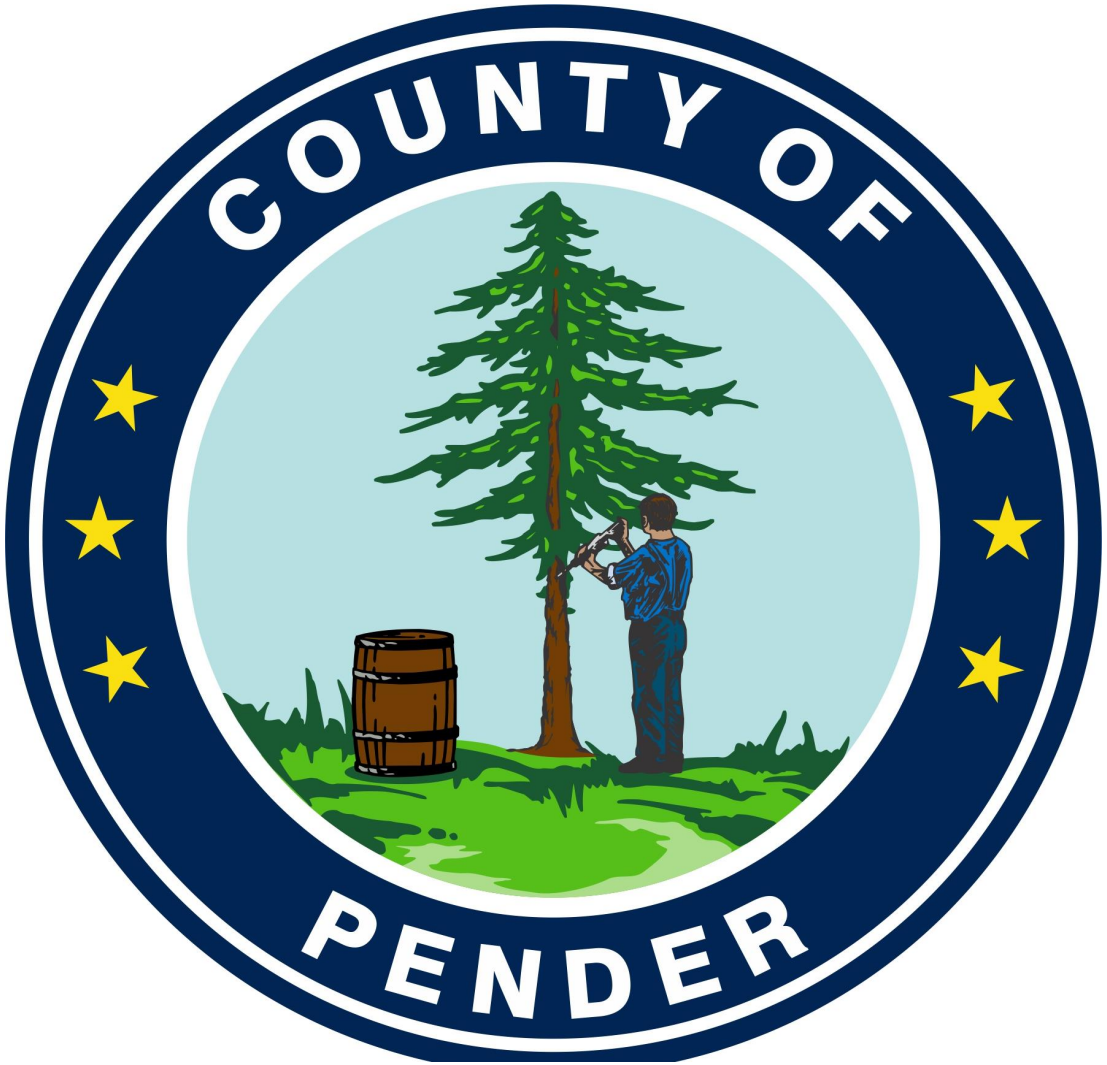
TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	August 15, 2022
SUBJECT:	Update on the Community Rating System (CRS)

SUMMARY:
Pender County joined the Community Rating System (CRS) in October of 2020. The CRS is a FEMA program that incentivizes floodplain management practices that exceed the minimum standards as outlined by the National Flood Insurance Program (NFIP). Communities can earn points through various activities that are conducted annually and those points translate to discounts on flood insurance premiums for policyholders in the County. Staff will provide an update on Pender County's CRS program.

ACTION REQUESTED:
None.

ATTACHMENTS:
1. CRS Presentation

Community Rating System



What is the Community Rating System?

- CRS is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP). The CRS is managed by FEMA.

- The three goals of the CRS are:
  - Reduce and avoid flood damage to insurable property
  - Strengthen and support the insurance aspects of the National Flood Insurance Program
  - Foster comprehensive floodplain management

What is the Community Rating System?

- CRS awards points for various activities related to floodplain management. The total number of points earned translates to discounts on flood insurance policy premiums.

- Activities include:
  - Public Information
  - Mapping and Regulations
  - Flood Damage Reduction Activities
  - Warning and Response

- Pender County joined the CRS on October 1, 2020.

Pender County and the CRS

- Pender County earns credit for the following activities:
  - Providing floodplain information to the public via online maps
  - Conducting outreach projects like sending mailers to homeowners in flood zones
  - Preserving open space in flood zones (game lands and buyout properties)
  - Enforcing regulations that exceed NFIP minimums (freeboard)

Pender County and the CRS

- Pender County currently earns 1,708 points, translating to a Class 7 rating.
- Policyholders in Class 7 communities receive a 15% discount if their home is in a flood zone. Policyholders whose home is not in a flood zone do not receive a discount.
- The average policyholder in a flood zone saves $134 annually. Across the County, savings total $102,194 as of May 2022.

Pender County and the CRS

- As of May 2022, there are 2,373 flood insurance policies in effect in unincorporated Pender County.
- The total annual premium costs are $1,334,846.
- The average flood insurance policy costs about $563 annually.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Wes Stewart
DATE:	August 15, 2022
SUBJECT:	Approval of the Pender County Energy Outreach Plan.

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

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

Pender County Department of Social Services/Human Services

ENERGY PROGRAMS OUTREACH PLAN

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

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

The county director and/or his/her designee is required to develop the EPOP, which addresses outreach and application activities related to the Energy Programs. The Outreach Plan is due to North Carolina Department of Health and Human Services (NCDHHS) by **July 25, 2022**.

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

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

COMMITTEE MEMBERSHIP

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

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

Sandy Harris (Pender County Christian Services)

Irma Simpson (Vocational Rehabilitation-Schools)

Elesha Frost (NCWorks)

Representative for Band of Brothers (Faith Base Organization)

Angelo Garcia and Tyshea Harris-Sutton (Pender County DSS)

Sally Fields (Pender County Schools/Communities in Schools)

Tracey Ray (Domestic Violence Shelter-Safe Haven)

Dru Sidbury (Vocational Rehabilittion-School)

John Longenbach (Pender Adult Services-Transportation)

Connie Carr-Costin (Smart Start)

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

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

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

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

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

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

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

Community centers/agencies will provide announcements and contact information to ensure that targeted potential eligable households are knowledgeable and asequately servced. The Energy Assistance leaflet that specifies changes in CIP and LIEAP will be placed in the waiting areas for all citizens/clients coming into DSS. Flyer's and brochures will also be given to all local churches/community centers.

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

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

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

The media outlets will be provided with information on the eligibility requirements/criteria for each respective program, in the time-frame in whcih each program is

administered, the locations applications will be taken, and the hours of operation.

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

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

ORGANIZATIONAL STRUCTURE:

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

1. Provide hours of operation, location and whether the programs are in house or contracted out. If your agency contracts out to other agencies attach the contract(s).

Applications will be taken Monday through Friday at the local DSS for CIP (Hampstead Annex every Tuesday and Wednesday).

Applications for LIEAP will be taken Monday through Friday during the months of December until March (or until funds are depleted) at the local DSS, Hampstead Annex every Tuesday and Wednesday, and various community centers/agencies throughout Pender County.

BEST PRACTICES:

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

1. If your county has gone above and beyond what is listed on this form please provide this information below:

We will accept applications at a number of churches and other community facilities in the county. We will coordinate a schedule with church secretaries, community facilities, publicize dates, and locations to bring forth awarness to potential applicants.

2. Any additional comments or activities for CIP, non-Federal CIP, and/or LIEAP:

This Outreach Plan applies to CIP and LIEAP only. Energy Neighbore, Share the Warmth, Wake Electric Round up and Helping Each Member Cope funds are not governed by this plan. Please refer to appropriate Energy Manual section for eligibility criteria regarding those funds.

CONTACT INFORMATION:

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

Name: Kim Heath Interum Supportive Services Supervisor

Address: 810 S Walker Street, PO Box 1207 Burgaw, NC 28425

Telephone: 910-259-1345

Email: kheath@pendercountync.gov

Please indicate which program:

- ☑ LIEAP
- ☑ CIP

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

_____

Board of Social Services/Human Services or governing body Signature

_____

Date

_____

Director's Signature

_____

Date

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	August 15, 2022
SUBJECT:	Approval to carryover Purchase Order # 507 to the UNC Institute of Public Health in the amount of $50,000

SUMMARY:
The Health Department is requesting to carry over Purchase Order #507 to the UNC Institute of Public Health for the continuation of the 2022 Community Health Assessment.

ACTION REQUESTED:
Approval to carry over purchase order # 507 to the UNC Institute of Public Health in the amount of $50,000

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	August 15, 2022
SUBJECT:	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2022-2023 in the amount of $118,361

SUMMARY:
The Epidemiology and Communicable Disease Branch of the Division of Public Health allocated a total of $288,966 to the Pender County Health Department under the federal Rescue Plan Act (ARPA) for the COVID-19 pandemic. Funding under this program is designated to ensure the community's health and to achieve equitable health outcomes, the Local Health Departments (LHD) will expand essential public health services to control communicable disease in their community. Any unexpended funds in FY 21-22 were carried over into FY 22-23, along with additional funds allocated in FY 22-23. The Health Department underbudgeted funding from the ARPA and requests to increase the health departments budget by $ 118,361.

ACTION REQUESTED:
To approve a budget amendment increasing programmatic revenues and related expenses for the Health Department by $118,361 in FY 2022-2023.

Revenue Line: 900074-348097
Expenditure Line: 900074-404500

Pender County Budget Ordinance Amendment

Date
Thursday, July 28, 2022

Board Meeting Date (If Applicable)
Monday, August 15, 2022

Fiscal Year
FY 2022-2023

Fund
11 - HEALTH

Department
900074 - PEDIATRIC CLINIC

Division, Program, Project, etc.
COVID-19

Purpose of Request
Request budget increase on BOCC Agenda Meeting August 15, 2022 for additional funds allocated to the COVID-19 line from the federal American Rescue Plan (ARPA).

Proposed Amendment:

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900074-348097	COVID-19 Pandemic Recovery	118361
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900074-404500	COVID-19 Contracted Services	118361
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Total Revenues
118361

Total Expenditures
118361

Budget Amendment Balances when Zero.
0

Prepared By:
Donna Ramos

Email
dramos@pendercountync.gov

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	August 15, 2022
SUBJECT:	Approval of a Budget Amendment to move budgeted revenue into separate revenue lines as described on the Budget Ordinance form in the amount of $412,152.

SUMMARY:
The Health Department requests a budget amendment to relocate budgeted funds from COVID-19 to more descriptive budget line(s). The COVID-19 program is currently funded by six (6) revenue sources. Four (4) of the revenue sources are Federal and State funding. Creating additional revenue lines helps separate funding sources and allows easier tracking. The total amount budgeted for COVID-19 from federal and state funding is $412,152. We are requesting to relocate the funds into COVID-19 ELC Enhancing Detection and Communicable Disease Pandemic Recovery lines as described on the Budget Ordinance Amendment form.

ACTION REQUESTED:
To approve a budget amendment to move budgeted revenue into separate revenue lines as described on the Budget Ordinance form in the amount of $412,152.

Friday, July 29, 2022

Pender County Budget Ordinance Amendment

Date Friday, July 29, 2022

Board Meeting Date (If Applicable) Monday, August 15, 2022

Fiscal Year FY 2022-2023

Fund 11 - HEALTH

Division, Program, Project, etc. COVID-19

Department 900074 - PEDIATRIC CLINIC

Purpose of Request

BOCC Agenda Item placed on August 15, 2022 Agenda. Requesting to transfer funds to new revenue lines created to assist with better tracking of funds from Contract Agreement Addendum. Original funds were budgeted in FY 2022-2023 Budget Process.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900074-348184	COVID-19 ATC	412,152
2	900074-348098	COVID-19 ELC Enhancing Detection	-241,907
3	900074-348097	COVID-19 CD Pandemic Recovery	-170,245
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

Total Revenues 0

Total Expenditures 0

Budget Amendment Balances when Zero. 0

Prepared By: Donna Ramos

Email dramos@pendercountync.gov

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	August 15, 2022
SUBJECT:	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2022-2023: $2,058

SUMMARY:
The Women's and Children's Health Section has allocated additional funds for the WIC Nutrition Program in the amount of $2,058. The funding increase will enhance the health departments ability to continue with it's objective of the Special Supplemental Nutrition Program for WIC. Pender's average monthly participation has risen above 100% of the base caseload assigned for the June 1st through September 30, 2022 period.

ACTION REQUESTED:
To approve a budget amendment increasing programmatic revenues and related expenses for the Health Department by $2,058 in FY 2022-2023.

Revenue Line: 900058-375010
Expenditure Line: 900058-403300

Friday, July 29, 2022

Pender County Budget Ordinance Amendment

Date Friday, July 29, 2022

Board Meeting Date (If Applicable) Monday, August 15, 2022

Fiscal Year FY 2022-2023

Fund 11 - HEALTH

Division, Program, Project, etc. WIC Program - Client Services

Department 900058 - WIC PROGRAM

Purpose of Request

Agreement Addendum from State to increase caseload funding. Added to BOCC agenda to accept funding on August 15, 2022.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900058-375010	WIC - Client Services ATC	2058.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900058-403300	Supplies & Materials	2058.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 2058

Total Expenditures 2058

Budget Amendment Balances when Zero. 0

Prepared By: Donna Ramos

Email dramos@pendercountync.gov

Pender County
Request for Board Action

TO:	Board of Commissioners
FROM:	Erik Harvey
DATE:	August 15, 2022
SUBJECT:	Approval of a Purchase Order to SHI for Computer Replacement in the amount of $259,350.00.

SUMMARY:
The FY 22-23 Computer Replacement Schedule will replace 107 End-of-Life computers and 78 docking stations. Pender County has established a five (5) year replacement strategy to ensure all computers reach their End-of-Life (EoL). When financially possible, computers will be replaced within the fiscal year in which they are determined to be EoL. The computers on this year's replacement list are five (5) years old, out of warranty, and have internal components that will no longer support the Microsoft Windows 10 Operating System.

The County Manager's Office, Information Technology Services, and Finance Departments have mandated all departmental computer replacement schedules to be centralized to give the County more purchasing power to procure in bulk, reduce cost and accommodate space limitations when new computers arrive. This will also ensure that the computer(s) warranty start date will line up with the computer deployment schedule to comply with and maximize the 5 year computer replacement schedule.

Additional goals for this strategy include:

1. Ensuring employees have access to a computer with sufficient capability to support basic computing needs in fulfillment of their work responsibilities and the County's operational needs.

2. Ensuring that appropriate computing resources are available in training areas.

3. Implementing minimum standards for computing resources to increase the supportability of the County's installed base of equipment.

4. Streamlining the specification, acquisition, deployment and support of new equipment and re-deployment or disposal of old equipment.

5. Hardware Standardization to maintain a reliable and efficient computing environment for all users of the Pender County network, ITS has developed standards for hardware. The purpose of these standards are to:

    - Optimize the support levels that ITS provides.
    - Manage the cost of purchasing, replacing and support of technology.
    - Improve service by the use of automatic deployment of software.
    - Ensure that there is network compatibility for security and upgrades.

6. Improve employee efficiency
   Pender County employees are authorized to utilize (1) one computer either a laptop or desktop computer based on their position for work usage.

The Information Technology Services Department utilized the North Carolina State Contract 204A to purchase Dell computers. Funding for this purchase was allocated in each department's Fiscal Year 22-23 Budget.

ACTION REQUESTED:
Approval of a Purchase Order to SHI for Computer Replacement in the amount of $259,350.00. These were budgeted items and will be taken from the following departmental line items:

406000: Computer Expense
407100: Non-Depreciated Capital

STATE OF NORTH CAROLINA
DEPARTMENT OF INFORMATION TECHNOLOGY (DIT)
STATEWIDE IT PROCUREMENT OFFICE

Statewide IT Contract Number	**204A - Microcomputers, Peripherals, and Related Services**
Bid / Solicitation Number	ITS-400203
Contract Award Type	MANDATORY
Current Effective Dates	August 1, 2017 through July 31, 2021 Renewals: Two (2) one year options
Contract Administrator	Debbie Patterson Email: debbie.patterson@nc.gov Tel: 919-754-6619

This contract can now be accessed via NC E-Procurement @ Your Service. If you are a user of this system, click https://buyer.ncgov.com/Ariba

SCOPE

1. The Department of Information Technology created this statewide term contract to provide a list of qualified Vendors for Agencies across the State to purchase microcomputers, associated peripherals, and value added services, with options to purchase additional maintenance and support. This contract is limited to microcomputers that operate Microsoft Windows, Chrome, and Android operating systems. Vendors shall only offer Agencies items listed in Table 1 under this contract. NCDIT Contract Administrator may remove a Vendor from this contract, if this Vendor offers Agencies, under this contract, items that are not listed in Table 1.

2. The 204A Statewide Term Contract is limited to items listed in Table 1:

Microcomputer Segment	Segment Description
Desktop Units	Traditional Personal Computers, Fixed Workstations, “All-in-Ones”, and Thin Clients with a conventional chassis, tower, mini-tower, or small form factor case
Portable Units	Laptops, Notebooks, Chromebooks, Ultra-Portable, Mobile Workstations, and other easily transportable devices with fixed displays and keyboards
2-in-1 Units	Device that can function in a traditional ‘clam-shell’ laptop configuration or as a light weight, touch screen tablet through a conversion using an integrated or detachable keyboard and mouse/trackpad
Tablet Units	Extremely portable solid state computing devices primarily characterized by a single touch screen input mechanism; may or may not include an attachable keyboard

Microcomputer Segment	Segment Description
Peripheral Components	Peripherals must be able to attach to, work with, and be supported by, the Desktop Units, the Portable Units, the 2-in-1 Units, the Tablet Units, and the architecture described elsewhere herein. Peripherals must be present with the general offerings of the manufacturer, and as such, normally available from the manufacturer represented. Peripherals considered within the scope of this contract are monitors, input devices (keyboards, mice), docking stations, memory, hard drives, laptop cases, etc. Peripheral Options (procured by themselves) may be purchased under this contract in amounts up to **$25,000**. It is not mandatory to use this contract for peripheral only purchases.
Value Added Services	Mandatory Value Added Services related to Microcomputers that Vendor shall provide are Basic Imaging, Asset Tagging, and Basic Installation. Vendor may provide additional Value Added Services as options, which may include but are not limited to, managed logistics / staggered delivery, bulk packaging, move / add / change services, data migration services, end user training, and end of life disposal / recycling services. For optional Value Added Services, Vendor and Agency shall develop a mutually agreed upon written Statement of Work subject to the terms and conditions of this contract to describe in detail that Value Added Services being provided by the Vendor to the Agency and the specific pricing for these Value Added Services.

Table 1: Scope of 204A Statewide Term Contract for microcomputers, associated peripherals, and value added services

3. This contract **does not include** the following products:

- Mobile Ruggedized Computers (see IT Statewide Term Contract 204B)
- Server Units – Rack-mounted, blades and tower models (see IT Statewide Term Contract 204S)
- Itanium, SPARC, or Power Series (aka UNIX) Workstations/Servers and Peripheral Components (see IT Statewide Term Contract 204C)
- Smartphones, handhelds, and other portable client devices that require cellular broadband services to provide intended functionality
- Printers and Printer Peripheral Components (see IT Statewide Term Contract 204D)
- Digital Cameras
- Hubs, Routers and Switches
- Uninterruptible Power Systems (UPS) and Surge Protectors
- Projectors
- Software (other than OEM version of operating system and system drivers and tools)

This contract is a **MANDATORY** Statewide Term Contract, with approved exceptions, for the use of **Executive Branch State Agencies**. For non-Executive Branch State Agencies this is a Convenience Contract, available, but not mandatory to those entities permitted by law to use this contract. Such entities presently include the North Carolina University System and its member campuses, instructional components of the Department of Public Instruction, instructional components of the North Carolina Community College System, and local (municipal and county) governments.

Agencies with the need to acquire services related not covered by this contract are required to follow the State of North Carolina IT procurement rules, consistent with 09 N.C.A.C. 06 A& B and established procedures of the Department of Information Technology (DIT).

VOLUME PURCHASING INITIATIVE

The State's Volume Purchasing Initiative for microcomputers and related peripherals is provided under this Statewide Term Contract. Please visit DIT's Bulk Purchasing page for more information about this cost-saving program.

VENDOR CONTACT INFORMATION

Table 2 contains the awarded Vendors' Ordering Address and Contact information. Orders shall be issued directly to the respective Vendor. To address service or pricing questions, please contact the Vendors listed below.

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
CDW-G (ACER)	Direct	230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 800-808-4239 Fax: 847-465-6800	**Inside Sales for State and Local Governments** Nicole Tuzzolino nicotuz@cdwg.com Phone: 866-850-5223 Fax: 847-990-8124 **Outside Sales for State and Local Governments** Kyle Irwin kyleirw@cdw.com Phone: 203-851-7126 Fax: 847-990-8186 **Academic Sales (K-12 Local Education Authorities)** Charlie Celotto charlie.celotto@cdwg.com Phone: 866-850-5781 Fax: 847-990-8133 **Academic Sales (Higher Education)** Matt Wedge mattwed@cdw.com Phone: 980-250-1915 **Customer Service / Technical / Warranty Support** Website Address: http://paapp.acer.com/AcspNet/Login.aspx Email Address: asp@acer.com Phone: 800-409-2237

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Dell	Direct	One Dell Way RR8-MS-8741 Round Rock, TX 78682 Phone: 800-981-3355 Fax: 512-283-8421	**Inside Sales for State and Local Governments** Kris Ross Kris_Ross@dell.com Phone: 512-513-9031 **Outside Sales for State and Local Governments** Manny Veloza Manny.Veloza@Dell.com Phone: 272-5214 **Academic Sales (K-12 Local Education Authorities)** April Rider (Inside Sales) April_Rider@Dell.com Phone: 512-513-9972 Kevin Childs (Outside Sales) Kevin_Childs@Dell.com Phone: 919-592-7570 **Academic Sales (Higher Education & K-12)** Sean Miller Sean_R_Miller@Dell.com Phone: 512-513-9606 Sean Lough (Inside Sales) Sean_Lough@Dell.com Phone: 512-513-9314 Vincent Occhipinti (Outside Sales) Vincent_Occhipinti@Dell.com Phone: 919- 601-7482 **Customer Service / Technical / Warranty Support** Website Address: www.dell.com Email Address: http://www.dell.com/support/incidents-online/us/en/04/email/order-support Phone: 800-456-3355

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Dell	CDW Government LLC	200 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 800-808-4239 Fax: 847-465-6800	**Inside Sales for State and Local Governments** Nicole Tuzzolino nicotuz@cdwg.com Phone: 866-850-5223 Fax: 847-990-8124 **Outside Sales for State and Local Governments** Kyle Irwin Kyle.irwin@cdw.com Phone: 866-769-8287 Fax: 847-990-8186 **Academic Sales (K-12 Local Education Authorities)** Charlie Celotto charlie.celotto@cdwg.com Phone: 866-850-5781 Fax: 847-990-8133 **Academic Sales (Higher Education)** Matt Wedge mattwed@cdw.com Phone: 980-250-1915
	Davenport Group	Davenport Group 104 Belfast Avenue Lewisburg, TN 37091 Phone: 877-231-9114 Fax: 651-765-0774	**Sales for State & Local Govt. and Education** Brandon Cole bcole@davenportgroup.com Phone: 704-458-2277
	Presidio Networked Solutions LLC	5444 Wade Park Blvd. Suite 150 Raleigh, NC 27617	**Sales – State and Local Governments, Education** Shawn Alba Email: salba@presidio.com Phone: 919-323-8081

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Dell	SHI International Corp. **(HUB VENDOR)**	290 Davidson Avenue Somerset, NJ 08873 Phone: 888-764-8888	**Sales – State and Local Government, Education** SHI Carolina Team - QUOTING Email: carolinateam@shi.com Phone: 800-211-0831 **Outside Sales – State Agencies** Carly Higginbotham Email: Carly_Higginbotham@shi.com Phone: 919-219-7355 **Outside Sales – State Agencies** Henry Veloza Email: Henry_Veloza@shi.com Phone: 919-384-6020 **Outside Sales – Local Government (Charlotte Area)** Richard Treadway Email: Richard_Treadway@shi.com Phone: 704-219-8933 **Outside Sales – Local Government (Raleigh Area)** Jackson Ling Email: Jackson_Ling@shi.com Phone: 910-705-7183 **Sales – K-12** Leacadia Powell Email: Leacadia_Powell@shi.com Phone: 980-556-6076 **Sales – Higher Education (Universities)** Matt Springett Email: Matt_Springett@shi.com Phone: 919-610-6774 **Sales – Higher Education (Community Colleges)** Jeff Mazev Email: Jeff_Mazev@shi.com Phone: 914-364-3577

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Dell	Tiber Creek Consulting	10130 Mallard Creek Road Suite 300 Charlotte, NC 28262 Phone: 704-996-3718 Fax: 704-414-3801	**Inside Sales for State and Local Governments** Keith Bond Keith.bond@tibercreek.com Phone: 704-441-5405 Fax: 704-414-3801 **Outside Sales for State and Local Governments** David Lloyd David.lloyd@tibercreek.com Phone: 704-996-3718 Fax: 704-414-3801 **Academic Sales (K-12 Local Education Authorities)** Donald Junker don.junker@tibercreek.com Phone: 704-685-2479 Fax: 704-414-3801 **Academic Sales (Higher Education)** Jennifer Hillesland Jennifer.hillesland@tibercreek.com Phone: 704-614-0742 Fax: 704-414-3801
HP	Direct	14231 Tandem Blvd. Austin, TX 78728 Phone: 800-727-2472, Option 1, then Option 3 Fax: 800-825-2329	**Inside Sales for State & Local Government & K-12** JD Williams Jd.williams@hp.com Phone: 866-807-3445 **Outside Sales for State & Local Governments and K-12** Kevin Oakley Kevin.oakley@hp.com Phone: 919-369-0081 **Inside Sales for Higher Education** Myra Rodriguez Myra.ale.rodriguez@hp.com Phone: 877-311-3620 **Outside Sales for Higher Education** Boz Bell Boz.bell@hp.com Phone: 505-239-9081 **Order Status Questions** John Morlock john.d.morlock@hp.com **Customer Service / Technical / Warranty Support** Website Address: www.support.hp.com Phone: 800-334-5144

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
HP	Applied Data Technologies **(HUB VENDOR)**	8515 Crown Crescent Court Charlotte, NC 28227 Phone: 800-267-1419 Fax: 704-847-3077	**Inside Sales for State and Local Government** Jennifer Clabeaux Jennifer.Clabeaux@applieddatatech.com Phone:704-847-3000 Fax: 704-847-3077 **Outside Sales for State and Local Government** Terri Barnes Terri.Barnes@Applieddatatech.com Phone: 704-847-3000 Fax: 704-847-3077 **Academic Sales (K-12) Local Education Authority)** Lisa Windle LisaWindle@applieddatatech.com Phone: 704-847-3000 Fax: 707-847-3077 **Academic Sales (Higher Education**) Terri Barnes TerriBarnes@applieddatatech.com Phone: 704-847-3000 Fax- 704-847-3077
	BridgeTek Solutions LLC	744 East Stone Avenue Greenville, SC 29601 Phone: 864-214-0221	**Inside Sales for State and Local Governments** Kelley Turpin kturpin@bridgeteksolutions.com Phone: 704-517-3002 Fax: 864-214-0221 **Outside Sales for State and Local Governments** Tom Clinton tclinton@bridgeteksolutions.com Phone: 864-420-1785 **Academic Sales (K-12 Local Education Authorities)** Vance Milford vmilford@bridgeteksolutions.com Phone: 864-214-0221 **Academic Sales (Higher Education)** John Ulmer julmer@bridgeteksolutions.com Phone: 803-240-3579

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
HP	CDWG	230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 800-808-4239 Fax: 847-465-6800	**Inside Sales for State and Local Governments** Nicole Tuzzolino nicotuz@cdwg.com Phone: 866-850-5223 Fax: 847-990-8124 **Outside Sales for State and Local Governments** Kyle Irwin Kyle.irwin@cdw.com Phone: 866-769-8287 Fax: 847-990-8186 **Academic Sales (K-12 Local Education Authorities)** Charlie Celotto charlie.celotto@cdwg.com Phone: 866-850-5781 Fax: 847-990-8133 **Academic Sales (Higher Education)** Matt Wedge mattwed@cdw.com Phone: 980-250-1915
	Netcom Business Solutions, Inc.	2900 Village Drive Fayetteville, NC 28304 Phone: 888-638-8880 Fax: 910-486-4937	**Inside Sales for State and Local Government** Todd Jordan TJordan@netcombsi.com Phone: 910-486-5040 Fax: 910-486-4937 **Outside Sales for State and Local Government** Emily Kozel Emily@netcombsi.com Phone: 910-486-5040 Fax: 910-486-4937 **Academic Sales (K-12 Local Education Authorities)** Todd Jordan TJordan@netcombsi.com Phone: 910-486-5040 Fax: 910-486-4937 **Academic Sales (Higher Education)** Emily Kozel Emily@netcombsi.com Phone: 910-486-5040 Fax: 910-486-4937
	Southern Computer Warehouse (SCW)	1395 S. Marietta Parkway Bldg. 300, Suite 106 Marietta, GA 30067 Phone: 877-468-6729 Fax: 770-579-8937	**Sales for State and Local Government and Academic (K-12 and Higher Education)** Regan DeCastro regan.descastro@scw.com Phone: 770-579-8927, Ext. 248

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Lenovo	Direct	8001 Development Drive Morrisville, NC 27560 Phone: 855-253-6686 Fax: 855-515-1782 **Contract Manager**: La Sandra Williams lwilliams2@lenovo.com Phone: 919-908-5414	**Inside Sales for State and Local Governments** Katie McMurray kmcmurray@lenovo.com Phone: 919-874-3411 **Outside Sales for State and Local Governments and Academic (K-12 Local Education Authorities)** Ryan Rand rrand@lenovo.com Phone: 919-986-9349 **Academic Sales (K-12)** Michael Kelley mjkelley@lenovo.com Phone: 919-244-7455 **Academic Sales (Higher Education)** Lora Eckler leckler@lenovo.com Phone: 301-919-5018 Fax: 855-515-1782 **Customer Service / Technical / Warranty Support** Website Address: http://support.lenovo.com/en_US/ Email Address: Please use the "Contact Us" link on the Support Webpage Phone: 800-426-7378
	Alphanumeric Systems, Inc.	3801 Wake Forest Road Suite 100 Raleigh, NC 27609 Phone: 800-638-6556 Fax: 919-872-1440	**Inside Sales for State and Local Governments** Terry Proctor tproctor@alphanumeric.com Phone: 919-376-4556 Fax: 919-872-1440
	Carolinas IT (d/b/a Logically)	1600 Hillsborough St. Raleigh, NC 27605 Phone: 877-798-3200 Fax: 919-856-0420	Krista Cathey krista.cathey@logically.com Phone: 919-573-4073 Fax: 919-856-0420

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Lenovo	CDWG	230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 800-808-4239 Fax: 847-465-6800	**Inside Sales for State and Local Governments** Nicole Tuzzolino nicotuz@cdwg.com Phone: 866-850-5223 Fax: 847-990-8124 **Outside Sales for State and Local Governments** Kyle Irwin Kyle.irwin@cdw.com Phone: 866-769-8287 Fax: 847-990-8186 **Academic Sales (K-12 Local Education Authorities)** Charlie Celotto charlie.celotto@cdwg.com Phone: 866-850-5781 Fax: 847-990-8133 **Academic Sales (Higher Education)** Matt Wedge mattwed@cdw.com Phone: 980-250-1915
	ePlus Technology, Inc.	511 Davis Drive Suite 350 Morrisville, NC 27560 Phone: 919-767-2979	**Inside Sales for State and Local Governments** Kelly Manning kmanning@eplus.com Phone: 910-679-3726 **Outside Sales for State and Local Governments and Academic (K-12 Local Education Authorities)** Kevin English kenglish@eplus.com Phone: 919-767-1536 **Academic Sales (Higher Education)** Robbie Caldwell Robbie.caldwell Phone: 919-767-2966

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Lenovo	SHI International Corp. **(HUB VENDOR)**	290 Davidson Avenue Somerset, NJ 08873 Phone: 888-764-8888	**Sales – State and Local Government, Education** SHI Carolina Team - QUOTING Email: carolinateam@shi.com Phone: 800-211-0831 **Outside Sales – State Agencies** Carly Higginbotham Email: Carly_Higginbotham@shi.com Phone: 919-219-7355 **Outside Sales – State Agencies** Henry Veloza Email: Henry_Veloza@shi.com Phone: 919-384-6020 **Outside Sales – Local Government (Charlotte Area)** Richard Treadway Email: Richard_Treadway@shi.com Phone: 704-219-8933 **Outside Sales – Local Government (Raleigh Area)** Jackson Ling Email: Jackson_Ling@shi.com Phone: 910-705-7183 **Sales – K-12** Leacadia Powell Email: Leacadia_Powell@shi.com Phone: 980-556-6076 **Sales – Higher Education (Universities)** Matt Springett Email: Matt_Springett@shi.com Phone: 919-610-6774 **Sales – Higher Education (Community Colleges)** Jeff Mazev Email: Jeff_Mazev@shi.com Phone: 914-364-3577

Table 2: Awarded Vendor's Address and Assigned Contact Information

PRICING

See Table 3 below for minimum discounts off MSRP by Vendor by Segment / Sub-Segment. To obtain specific pricing, go to NC E-Procurement @ Your Service and use the vendors' Punchout Catalogs in E-Procurement.

Minimum Discount % Off MSRP					
Segment	**Sub-Segment**	**CDW-G**	**Dell**	**HP**	**Lenovo**
Desktop Units	Desktops	4%	14%	12%	34%
	Fixed Workstations	4%	14%	22%	34%
	All-In-Ones	4%	14%	12%	34%
	Thin Clients	4%	14%	16%	34%
	Value Models	N/A	14%	1%	3%

Minimum Discount % Off MSRP					
Segment	**Sub-Segment**	**CDW-G**	**Dell**	**HP**	**Lenovo**
Portable Units	Laptops	4%	14%	12%	34%
	Notebooks	4%	14%	12%	34%
	Chromebooks	4%	14%	8%	34%
	Mobile Workstations	4%	14%	18%	34%
	Ultra-Portables	4%	14%	13%	34%
	Value Models	N/A	14%	1%	3%
2-in-1 Units	2-in-1s	4%	3%	16%	34%
	Value Models	N/A	3%	1%	3%
Tablet Units	Tablets	4%	3%	13%	34%
	Value Models	N/A	3%	1%	3%
Peripherals	Monitors	4%	5%	10%	6%
	Value Models (Monitors)	N/A	5%	1%	3%
	Docking Stations	4%	5%	19%	20%
	Input Devices	4%	5%	19%	20%
	Memory	4%	5%	19%	20%
	Hard Drives	4%	5%	19%	20%
	Carrying Cases	4%	5%	19%	20%
	Cables	4%	5%	19%	20%
	All Other Peripherals	4%	5%	19%	20%
Extended / Upgraded Warranties	Desktop Units	4%	17%	20%	20%
	Portable Units	4%	17%	20%	20%
	2-in-1 Units	4%	17%	20%	20%
	Tablets	4%	17%	20%	20%
	Monitors	4%	17%	20%	20%
Maintenance / Support Services	Desktop Units	4%	17%	20%	20%
	Portable Units	4%	17%	20%	20%
	2-in-1 Units	4%	17%	20%	20%
	Tablets	4%	17%	20%	20%
	Monitors	4%	17%	20%	20%

Table 3: Minimum Discount % Off MSRPs

Vendor may provide more favorable terms to the State for these items at any time during the contract.

If, during the life of this contract, a Manufacturer directly offers any special price incentives beyond what Vendors agreed to provide under this Statewide Term Contract, whether temporary or permanent, then the Vendors must make such special pricing available to all Agencies eligible to purchase from the contract.

ABNORMAL QUANTITY

Any requirement that exceeds **$75,000** must be forwarded to the NCDIT Contract Administrator listed on the first page of this document for approval. The NCDIT Contract Administrator, in consultation with the procuring Agency, may process the request in one or more of the following ways:

1. Purchase may be authorized at current pricing with current Vendor(s)
2. Additional discounts from current pricing level may be negotiated with current vendor(s) or approved resellers
3. A separate Invitation for Bids may be issued for the requirement
4. The request may be included in the next scheduled Volume Purchasing Initiative

TRANSPORTATION CHARGES

Transportation shall be **FOB Destination,** unless otherwise specified in the solicitation document or purchase order. Freight, handling, charges for pallets, charges for special shipping requirements and distribution charges shall be included in the total price of each item. Any additional charges included on the invoice shall not be honored for payment, unless authorized by change order by the Agency. In cases where parties other than the Vendor ship materials against this order, the shipper shall be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. Complete packing lists shall accompany each shipment.

DELIVERY

Vendor will complete delivery within twenty-one (21) consecutive calendar days after receipt of a Purchase Order.

RETURN OF MERCHANDISE

A Microcomputer device or related peripheral that is not performing per the specification in this IFB may be returned to the Vendor without penalty if a resolution is not achieved within thirty (30) calendar days at no additional cost to the State. Vendor shall not charge any restocking fee for unopened Microcomputer devices or related peripherals that are returned within thirty (30) calendar days of delivery date.

WARRANTY

The Vendors warrant that all equipment furnished under this contract will be new, of good material and workmanship. The warranty will be for a minimum period of twelve (12) months from date equipment is put into operation. Such replacement shall include all parts, labor, and transportation cost to the location where equipment is down, free of any charge to the owner or his representative.

EXTENDED WARRANTIES/SERVICE OPTIONS

Extended and/or Upgraded warranty service options to include quicker resolution of hardware problems, after hour support, etc. may be offered. Contact Vendor for Extended/Upgraded Warranty information on specific computer models.

ENVIRONMENTAL PROGRAMS

All Desktops, Portable Units, and Monitors offered under this contract shall meet or exceed the EPA Energy Star Requirements and shall meet or exceed the EPEAT Silver requirements.

TAXES

The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this contract. Applicable State or local sales taxes shall be invoiced as a separate item.

VALUE ADDED SERVICES

Contract related value added services may be provided by the Vendors. Value added services may be, but are not limited to, training, installation, asset tagging or imaging. These additional services will be negotiated

by the Agency with the contract holder in accordance with IT Policies and Procedures. The Agency is responsible for reviewing and amending if necessary the scope of work prior to order placement.

Table 4 contains a list of maximum pricing for certain Value Added Services offered by the Vendors. Agencies may negotiate lower pricing with the Vendors depending upon the size and scope of the services needed for a specific procurement.

For Desktops and Portables (per unit cost)				
Value Added Service	CDW-G	Dell	HP Inc	Lenovo
Basic Imaging	$25.00	$18.00	$10.00	$19.00
Asset Tagging	$5.00	$15.00	$5.00	$6.00
Basic Installation	$188.00	$145.00	$65.00	$65.00

Table 4: Value Added Services Not to Exceed Pricing per Unit

HISTORY

2020-08-24: Updated SCW contact information.
2020-08-17: Updated Dell contact information. Updated SHI contact information.
2020-07-10: Updated Carolinas IT name to Carolinas IT, dba Logically.
2020-07-07: Updated SHI contact information.
2020-06-25: Updated Alphanumeric, ePlus, Davenport Group, and SHI contact information. Updated Lenovo ordering address. Exercised first one-year renewal option on contract.
2020-06-08: Updated CDWG contact information.
2020-04-17: Updated Presidio contact information.
2020-04-06: Updated Dell contact information
2020-01-14: Updated CDWG contact information
2019-11-18: Added Presidio Networked Solutions and SHI as Dell 204A resellers.
2019-10-21: Updated Lenovo contact information.
2019-07-24: Updated HP contact information.
2019-04-17: Updated Lenovo contact information.
2019-03-20: Updated Lenovo contact information
2019-02-05: Removed inactive link to E-Procurement
2018-11-06: Added BridgeTek Solutions as HP 204A reseller. Removed United Data Technologies
2018-10-25: Updated HP contact info.
2018-07-30: Updated Dell contact info.
2018-06-19: Updated Lenovo contact info.
2018-04-05: Updated Dell contact info.
2018-02-13: Added Davenport Group as Dell 204A reseller.
2018-01-31: Updated Lenovo contact information.
2018-01-23: Added ePlus as Lenovo 204A reseller and removed SCW as Lenovo 204A reseller; Added CDWG and Tiber Creek Consulting as Dell 204A reseller.
2017-12-22: Added CDWG as Lenovo 204A reseller.
2017-09-29: Added SCW as Lenovo 204A reseller.
2017-09-18: Updated Lenovo contact info.
2017-09-13: Added CDWG, Southern Computer Warehouse, and United Data Technologies, Inc. as HP 204A resellers
2017-08-22: Updated HP contact info.
2017-08-03: Updated HP contact info.
2017-08-11: Updated Dell contact info.

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Pricing Proposal
Quotation #: 22302769
Created On: 7/26/2022
Valid Until: 8/31/2022

NC-County of Pender

Connie Rivenbark
805 S. Walker St.
Burgaw, NC 28425
United States
Phone: 910-259-0230
Fax:
Email: crivenbark@pendercountync.gov

Inside Account Executive

Mike Zimmerman
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-507-1545
Fax: 732-254-8224
Email: Mike_Zimmerman@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Dell Mobile Precision 3571 - Standard Configuration Dell - Part#: Contract Name: Microcomputers and Peripherals Contract #: 204A **Note:** 15", i5 Processor, 16GB RAM, 256 GB SSD, 5 Years Pro Support Plus	73	$2,250.00	$164,250.00
2	Dell Mobile Precision 3571 - Performance Configuration Dell - Part#: Contract Name: Microcomputers and Peripherals Contract #: 204A **Note:** 15", i7 Processor, 32 GB RAM, 512 GB SSD, 5 Years Pro Support Plus	6	$2,650.00	$15,900.00
3	Dell Latitude 9430 2 in 1 Dell - Part#: Contract Name: Microcomputers and Peripherals Contract #: 204A	9	$2,500.00	$22,500.00
4	Dell Latitude 5430 Rugged Dell - Part#: Contract Name: Microcomputers and Peripherals Contract #: 204A	5	$2,400.00	$12,000.00
5	Dell Optiplex 3000 Micro Dell - Part#: Contract Name: Microcomputers and Peripherals Contract #: 204A **Note:** i5 Processor, 16GB RAM, 256 GB SSD, 5 Years Pro Support Plus	10	$925.00	$9,250.00
6	Dell Optiplex 5490 All In One Dell - Part#: Contract Name: Microcomputers and Peripherals Contract #: 204A **Note:** 23.8" Screen, i7 processor, 16 GB RAM, 256 GB SSD, 5 Years Pro Support Plus	4	$1,550.00	$6,200.00
7	Dell Thunderbolt Dock WD22TB4	78	$375.00	$29,250.00

Dell - Part#:
Contract Name: Microcomputers and Peripherals
Contract #: 204A

Subtotal	$259,350.00
*Tax	$17,506.13
Total	$276,856.13

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Pender County
Request for Board Action

TO:	Board of Commissioners
FROM:	Erik Harvey
DATE:	August 15, 2022
SUBJECT:	Approval of a Purchase Order to Software House International (SHI) for Barracuda Backup Server Annual Support & Maintenance Renewal in the amount of $40,468.92.

SUMMARY:
The Barracuda Backup Appliance provides a data protection solution for physical, virtual, and web-based system environments by backing them up locally and replicating backups to cloud storage. Pender County has immediate and unlimited access to Barracuda's Support Services to address any issues that may arise with the backup appliance and cloud system 24x7. Our annual support and licensing agreement allows for firmware updates which include features and functionality optimization, as well as cloud replication of local backups for additional redundancy and instant replacement.

Software House International (SHI) was selected based on the lowest cost. Funding for this renewal was allocated in the ITS Department's Fiscal Year 22-23 Budget, account 445- 404500 (Contracted Services).

Software House International: $40,468.92
Carolina Advance Digital: $40,558.47
NWN Corporation: $45,927.00

ACTION REQUESTED:
Approval of a Purchase Order to Software House International (SHI) for Barracuda Backup Server Annual Support & Maintenance Renewal in the amount of $40,468.92.

Q-79201
Opportunity Name: 2022 Barracuda Renewal - REQ 20231070
Sales Out Contract Number:
Opportunity Number: OP-58392
Date: July 19, 2022

Account Name: Pender County Gov't
Primary Contact: Connie Rivenbark
Contact Phone: (910) 259-1260
Contact Email: crivenbark@pendercountync.gov

NWN Carousel
Sales Rep: Tracy Owen
Sales Rep Phone: (919) 653-4412
Sales Rep Email: towen@nwnit.com

BILL TO

Pender County Gov't
PO BOX 1437
BURGAW, NC
28425-1437

SHIP TO

Pender County Gov't
805 S WALKER ST
BURGAW, NC
28425-5001

One-Time					
#	PART	DESCRIPTION	QTY	UNIT PRICE**	EXT. TOTAL
1.	BBS990A-B	Barracuda Backup Server Appliance 990 Unlimited Cloud Storage Subscription 1 Month	12	$2,173.50	$26,082.00
2.	BBS990A-H	Barracuda Backup Server Appliance 990 Instant Replacement Subscription 1 Month	12	$907.20	$10,886.40
3.	BBS990A-E	Barracuda Backup Server Appliance 990 Energize Updates Subscription 1 Month	12	$746.55	$8,958.60
				Total:	$45,927.00

Subscription Term (Months):
Billing Terms:
Annual Subscription Charge:
Total One-Time Charge: $45,927.00
Total Recurring Charge: $0.00

Quote Sub-Total: $45,927.00
Tax Rate:
Estimated Tax:
Estimated Shipping:

Signature: _____ Print Name: _____

Date: _____

Terms and Conditions

This quote is valid for 30 days from July 19, 2022 Applicable taxes and freight charges will be applied to the final invoice. All other Terms and Conditions are included in the Master Services Agreement or Proposal document. NWN will invoice customer for Non-Recurring Components, First Year Annual Components, and First Year Monthly Components upon Contract Signing. Unless otherwise prohibited by contract, in the event of a product return by customer and NWN's vendors accordingly impose a restocking fee to process such return, NWN may, in its sole discretion, impose an equivalent restocking fee on customer.

Statement of Confidentiality

This quote has been developed by NWN and is NWN's proprietary trade secret and business confidential information. This quote may not be released to another vendor, business partner or contractor without prior written consent from NWN.

Additional Information

CAROLINA ADVANCED DIGITAL, INC
IT INFRASTRUCTURE | SECURITY | MANAGEMENT

PO Box 318
Siler City, NC 27344
p. (919)460-1313
f. (919)460-1314
www.cadinc.com

Quotation

Quote #	23072
Terms	NET 30
Contact	Kevin Moore dmoore@pendercountync.gov (910)259-1260
Quote Date	7/19/2022
Expires	8/18/2022

Sales Rep: Alex Price
alex@cadinc.com
p. 919-460-1313

Customer
Pender County Government (NC)
Kevin Moore
805 S Walker Street
PO Box 1437
Burgaw, NC 28425
UNITED STATES
(910)259-1260
dmoore@pendercountync.gov

Bill To
Pender County Government (NC)
Accounts Payable
805 S Walker Street
PO Box 1437
Burgaw, NC 28425
UNITED STATES
(910)259-1260

Ship To
Pender County Government (NC)
805 S Walker Street
PO Box 1437
Burgaw, NC 28425
UNITED STATES
(910)259-1260

Description	Customer PO	Contract	Ship Via
RNWL Barracuda BBS990			UPS Ground

Mfg	Part #	Qty	Description	Price	Extended Price	Start Date	End Date	SerialNumber	MaintContract
Barracuda Networks, Inc	BBS990a-b	1	Barracuda Backup Server Unlimited Cloud Storage - Subscription license (12 month) - unlimited capacity - hosted - for P/N: BBS990A	$23,033.21	$23,033.21	2022-12-02	2023-12-01	1555736	
Barracuda Networks, Inc	BBS990a-h	1	Barracuda Instant Replacement - Extended service agreement - replacement - 12 month - shipment - response time: 1 business day - for P/N: BBS990A	$9,613.86	$9,613.86	2022-12-02	2023-12-01	1555736	
Barracuda Networks, Inc	BBS990a-e	1	Barracuda Energize Updates - Virus definitions update - hourly updates - 12 months - for P/N: BBS990A	$7,911.40	$7,911.40	2022-12-02	2023-12-01	1555736	

Sub Total:	$40,558.47
Shipping and Handling:	$0.00
Tax Rate: (0.06750)	$2,737.70
Total	**$43,296.17**

To our Customers: Due to the disruption of the global supply chain as a consequence of manufacturing and transportation issues occasioned by the COVID-19 Pandemic, Carolina Advanced Digital, Inc. may not be able to accommodate "ship complete" orders. Please contact us to learn of order/delivery options still available. We appreciate your business and patience as we adapt to the new functionality under the challenging circumstances in which find ourselves.

NOTE: At this time, there are significant delays in the delivery of virtually all electronic devices. There is a global shortage in the supply of semiconductors, which is one of the causes. Expect delays on all current quotes and orders. All estimated delivery dates will be updated as made available.
****
Please check your shipment for any issues with quantity, damage or other discrepancies within 24 hours.
Please contact the Sales Rep listed above with any problems or concerns.

** NOTE: Orders may require an Assignment of Proceeds from the Purchaser. **

ACH Info: Routing: 053103585 Account: 1881002720 Fidelity Bank NC Checking

Please Note: Due to Mfr Policies, we cannot accept returns on Hardware/Software. Invoices bear interest at 1.5% per month commencing upon date payment is due.

HUBZONE CERTIFIED, SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB) CERTIFIED.
TEIN: 56-1639656, CAGE CODE: 1V1E1, DUNS: 62-503-1166/UEI: LG6LJC4VPD93

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Pricing Proposal
Quotation #: 22265223
Created On: 7/18/2022
Valid Until: 8/31/2022

NC-County of Pender

Connie Rivenbark
805 S. Walker St.
Burgaw, NC 28425
United States
Phone: 910-259-0230
Fax:
Email: crivenbark@pendercountync.gov

Inside Account Executive

Mike Zimmerman
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-507-1545
Fax: 732-254-8224
Email: Mike_Zimmerman@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Barracuda Backup Server Unlimited Cloud Storage - Subscription license (1 month) - unlimited capacity - hosted - for P/N: BBS990A Barracuda - Part#: BBS990A-B Serial #: 1555736 Coverage Term: 12/2/2022 – 12/1/2023	12	$1,927.78	$23,133.36
2	Barracuda Instant Replacement - Extended service agreement - replacement - 1 month - shipment - response time: 1 business day - for P/N: BBS990A Barracuda - Part#: BBS990A-H Serial #: 1555736 Coverage Term: 12/2/2022 – 12/1/2023	12	$804.63	$9,655.56
3	Barracuda Energize Updates - Virus definitions update - hourly updates - 1 month - for P/N: BBS990A Barracuda - Part#: BBS990A-E Serial #: 1555736 Coverage Term: 12/2/2022 – 12/1/2023	12	$640.00	$7,680.00

Subtotal	$40,468.92
*Tax	$2,731.65
Total	$43,200.57

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

Pender County
Request for Board Action

TO:	Board of Commissioners
FROM:	Erik Harvey
DATE:	August 15, 2022
SUBJECT:	Approval of a Purchase Order to Software House International (SHI). for Barracuda Total Email Protection for Microsoft Office 365 Annual Support & Maintenance Renewal in the amount of $55,996.92.

SUMMARY:
The Barracuda Essentials Total Email Protection is a complete email security solution that provides email-filtering, spam blocking, encryption, archiving, and backup. This annual renewal for support and maintenance allows the Pender County Information Technology Services (ITS) Department to continue using these services to protect our County email systems and provides unlimited access to Barracuda's Support Services.

Software house International was selected based on the lowest cost. Funding for this renewal was allocated in each department's Fiscal Year 22-23 Budget, account 445-404500 (Contracted Services).

Software House International: $55,996.92
Carolina Advance Digital: $56,025.27
Southern Computer Warehouse: $63,169.47

ACTION REQUESTED:
Approval of a Purchase Order to Software House International (SHI) for Barracuda Total Email Protection for Annual Support & Maintenance Renewal in the amount of $55,996.92.

CAROLINA ADVANCED DIGITAL, INC
IT INFRASTRUCTURE | SECURITY | MANAGEMENT

PO Box 318
Siler City, NC 27344
p. (919)460-1313
f. (919)460-1314
www.cadinc.com

Quotation

Quote #	23073
Terms	NET 30
Contact	Erik Harvey eharvey@pendercountync.gov (910)259-0222
Quote Date	7/26/2022
Expires	8/25/2022

Sales Rep: Alex Price
alex@cadinc.com
p. 919-460-1313

Customer
Pender County Government (NC)
Erik Harvey
805 S Walker Street
PO Box 1437
Burgaw, NC 28425
UNITED STATES
(910)259-1260
eharvey@pendercountync.gov

Bill To
Pender County Government (NC)
IT
PO Box 1437
Burgaw, NC 28425
UNITED STATES
(910)259-1260

Ship To
Pender County Government (NC)
IT
805 S Walker Street
Burgaw, NC 28425
UNITED STATES
(910)259-1260

Description	Customer PO	Contract	Ship Via
RNWL Barracuda Total Email Protection			UPS Ground

Mfg	Part #	Qty	Description	Price	Extended Price	Start Date	End Date	SerialNumber	MaintContract
Barracuda Networks, Inc	BTEP	567	TOTAL EMAIL PROTECTION- 1 YEAR	$98.81	$56,025.27	2022-07-22	2023-07-21	1376614	

Sub Total:	$56,025.27
Shipping and Handling:	$0.00
Tax Rate: (0.06750)	$3,781.71
Total	**$59,806.98**

To our Customers: Due to the disruption of the global supply chain as a consequence of manufacturing and transportation issues occasioned by the COVID-19 Pandemic, Carolina Advanced Digital, Inc. may not be able to accommodate "ship complete" orders. Please contact us to learn of order/delivery options still available. We appreciate your business and patience as we adapt to the new functionality under the challenging circumstances in which find ourselves.

NOTE: At this time, there are significant delays in the delivery of virtually all electronic devices. There is a global shortage in the supply of semiconductors, which is one of the causes. Expect delays on all current quotes and orders. All estimated delivery dates will be updated as made available.
****
Please check your shipment for any issues with quantity, damage or other discrepancies within 24 hours.
Please contact the Sales Rep listed above with any problems or concerns.

** NOTE: Orders may require an Assignment of Proceeds from the Purchaser. **

ACH Info: Routing: 053103585 Account: 1881002720 Fidelity Bank NC Checking

Please Note: Due to Mfr Policies, we cannot accept returns on Hardware/Software. Invoices bear interest at 1.5% per month commencing upon date payment is due.

HUBZONE CERTIFIED, SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB) CERTIFIED.
TEIN: 56-1639656, CAGE CODE: 1V1E1, DUNS: 62-503-1166/UEI: LG6LJC4VPD93

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Southern Computer Warehouse
1395 S. Marietta Parkway
Building 300
Marietta, Georgia 30067
United States
http://www.scw.com
(P) 877-GOTOSCW
(F) 770.579.8937

Quote (Open)

Date
Jul 21, 2022 09:34 AM EDT

Modified Date
Jul 26, 2022 04:31 PM EDT

Quote #
1734376 - rev 1 of 1

Description
Barracuda Total Email Protections

SalesRep
Ruggeri, Nick
(P) 877-GOTOSCW ext. 289

Customer Contact
Rivenbark, Connie
crivenbark@pendercountync.gov

Customer
Pender County NC (PG1965)
Rivenbark, Connie
805 S Walker St
PO Box 14327
Burgaw, NC 28425
United States
(P) 910-259-1260

Bill To
Pender County NC
Merritt, Bernie
Attn PO# 212500
300 E Fremont St
Burgaw, NC 28425
United States
merrittb@pender-county.com

Ship To
Pender County NC
Little, Hope
803 S Walker St
PO Box 1209
Burgaw, NC 28425
United States
(P) 910-259-1260
(F) 910-259-1260
littleh@pender-county.com

Customer PO:	**Terms:**	**Ship Via:**
	Undefined	GROUND
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Barracuda - Barracuda Total Email Protection Edition 1 User - 12 Month	BTEP	Yes	567	$111.41	$63,169.47

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.

Subtotal:	**$63,169.47**
Tax (6.7500%):	$4,263.94
Shipping:	$0.00
Total:	**$67,433.41**

Pricing Proposal
Quotation #: 22317819
Created On: 7/29/2022
Valid Until: 8/31/2022

NC-County of Pender

Connie Rivenbark
805 S. Walker St.
Burgaw, NC 28425
United States
Phone: 910-259-0230
Fax:
Email: crivenbark@pendercountync.gov

Inside Account Executive

Mike Zimmerman
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-507-1545
Fax: 732-254-8224
Email: Mike_Zimmerman@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Barracuda Total Email Protection - Subscription license - 1 user - hosted Barracuda - Part#: BTEP Serial #: 1376614 Coverage Term: 7/22/2022 – 7/21/2023	6804	$8.23	$55,996.92

Subtotal	$55,996.92
*Tax	$3,779.79
Total	$59,776.71

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Erik Harvey
DATE:	August 15, 2022
SUBJECT:	Approval of a Purchase Order to Software House International (SHI) for Manage Engine's IT Service Management Annual Software Licensing Renewal in the amount of $57,228.00.

SUMMARY:
Pender County Government utilizes Manage Engine's IT Service Management software is a comprehensive IT Service Desk software that combines asset management and help-desk functionalities in a single platform. It is designed to help IT staff and end-users get complete visibility of IT issues in their workplace and manage them accordingly in the most efficient manner possible. The suite consists of the following modules; Mobile Device Management, Analytics, AD Audit, Active Directory Management, AD Self-Service, OS Imaging & Deployment, Application/Software Deployement, Project Mgmt, Patch Mgmt, Inventory, Purchasing, Request, Problem, Knowledgebase, Incident Mgmt, Problem Mgmt, Change Mgmt, Release Mgmt, IT Project Mgmt, Service Catalog, Asset Mgmt, CMDB, Remote Control, and USB Device Mgmt. Specifically, this renewal ensures that the County has access to the latest version of software upgrades and technical support.

Software House International (SHI) was selected based on the lowest cost. Funding for this renewal was allocated in the ITS Department's Fiscal Year 22-23 Budget, account 445- 404500 (Contracted Services).

Software House International: $57,228.00
NWN Corporation: $66,358.35.00
ZOHO (Manage Engine): $75,335.00

ACTION REQUESTED:
To approve a Purchase Order to Software House International for Manage Engine's IT Service Management Annual Software Licensing Renewal in the amount of $57,228.00. This expenditure has been budgeted in the FY 22-23 Budget Ordinance and will be taken from the following line item:

IT Contracted Services: 445-404500

Pricing Proposal
Quotation #: 22273993
Created On: 7/20/2022
Valid Until: 8/31/2022

NC-County of Pender

Connie Rivenbark
805 S. Walker St.
Burgaw, NC 28425
United States
Phone: 910-259-0230
Fax:
Email: crivenbark@pendercountync.gov

Inside Account Executive

Mike Zimmerman
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-507-1545
Fax: 732-254-8224
Email: Mike_Zimmerman@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	ManageEngine OpManager Plus - Subscription Model - Annual subscription fee for 300 Devices Pack and 5 users ZOHO Corporation - Part#: 707012.5S3	1	$5,144.69	$5,144.69
2	ManageEngine ADManager Plus Professional Edition - Subscription Model - Annual subscription fee for 2 Domain (Unrestricted Objects) with 12 help desk Technician ZOHO Corporation - Part#: 87046.6S	1	$5,669.28	$5,669.28
3	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual Subscription fee for 3 Domain Controllers ZOHO Corporation - Part#: 88005.0SD1	1	$1,076.08	$1,076.08
4	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual subscription fee for 150 Windows Servers ZOHO Corporation - Part#: 88005.0SWS5	1	$3,413.14	$3,413.14
5	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual Subscription Fee for 525 Workstations ZOHO Corporation - Part#: 88005.0SW3	1	$864.90	$864.90
6	ManageEngine ADSelfService Plus Professional Edition - Subscription Model - Annual Subscription fee for 500 Domain Users ZOHO Corporation - Part#: 67215.5S	1	$1,047.16	$1,047.16
7	ManageEngine Analytics Plus Professional Edition - Subscription Model - Annual subscription fee for Base Pack (2 users included) ZOHO Corporation - Part#: 42101.0S1	1	$2,098.71	$2,098.71
8	ManageEngine Analytics Plus Professional Edition - Subscription Model - Annual subscription fee for Additional 8 users ZOHO Corporation - Part#: 42101.0S3	1	$1,494.07	$1,494.07
9	ManageEngine Analytics Plus Professional Edition - Subscription Model - Annual subscription fee for 10 Concurrent viewers pack ZOHO Corporation - Part#: 42101.0SD2	1	$784.28	$784.28

10	ManageEngine Password Manager Pro Enterprise Edition - Subscription Model - Annual Subscription fee for 5 Administrators (unrestricted resources and users) and 25 Keys ZOHO Corporation - Part#: 14819.5S	1	$1,750.82	$1,750.82
11	ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - Annual Subscription fee for 17 Technicians (2000 nodes) ZOHO Corporation - Part#: 46259.31S	1	$11,514.43	$11,514.43
12	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual subscription fee for 1200 endpoints and Single User License ZOHO Corporation - Part#: 85511.0S5	1	$12,718.12	$12,718.12
13	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual subscription fee for Additional 17 User ZOHO Corporation - Part#: 85510.0SU4	1	$2,481.65	$2,481.65
14	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual Subscription fee for Secure Gateway Server ZOHO Corporation - Part#: 85510.0SSG	1	$302.32	$302.32
15	ManageEngine Desktop Central UEM Edition - Subscription Model - Endpoint Security - Annual subscription fee for 1200 Workstations ZOHO Corporation - Part#: 85510.0SES5	1	$6,868.35	$6,868.35

Subtotal	$57,228.00
*Tax	$3,862.89
Total	$61,090.89

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

ManageEngine
a division of Zoho Corp.

Phone: +1-925-924-9500
Fax: +1-925-924-9600
Email: sales@manageengine.com

ZOHO Corp, 4141 Hacienda Drive, Pleasanton, CA 94588, USA

ManageEngine Pricing

Zoho Corp is pleased to provide a price quote for ManageEngine products. The pricing model is described in the table below

Dated: 18 Jul 2022

Part Number	Description	Price
707012.5N3	ManageEngine OpManager Plus - Perpetual Model - Single Installation Fee for 300 Devices Pack with 5 Users and 2 Firewalls	14,690.00
707012.5M3	ManageEngine OpManager Plus - AMS Model - Annual Maintenance and Support fee for 300 Devices Pack with 5 Users and 2 Firewalls	3,182.00
87046.6S	ManageEngine ADManager Plus Professional Edition - Subscription Model - Annual subscription fee for 2 Domain (Unrestricted Objects) with 10 help desk Technician	5,990.00
88005.0SD1	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual Subscription fee for 3 Domain Controllers	1,228.00
88005.0SWS5	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual subscription fee for 125 Windows Servers	3,445.00
88005.0SW3	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual Subscription Fee for 525 Workstations	987.00
67215.5S	ManageEngine ADSelfService Plus Professional Edition - Subscription Model - Annual Subscription fee for 500 Domain Users	1,195.00
42101.0S1	ManageEngine Analytics Plus Professional Edition - Subscription Model - Annual subscription fee for Base Pack (2 users included)	2,395.00
42101.0S3	ManageEngine Analytics Plus Professional Edition - Subscription Model - Annual subscription fee for Additional 8 users	1,705.00
42101.0SD2	ManageEngine Analytics Plus Professional Edition - Subscription Model - Annual subscription fee for 10 Concurrent viewers pack	895.00
14819.5S	ManageEngine Password Manager Pro Enterprise Edition - Subscription Model - Annual Subscription fee for 5 Administrators (unrestricted resources and users) and 25 Keys	1,998.00
46259.31S	ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - Annual Subscription fee for 17 Technicians (2000 nodes)	12,625.00

85511.0S5	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual subscription fee for 1200 endpoints and Single User License	14,364.00
85510.0SU4	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual subscription fee for Additional 14 User	2,452.00
85510.0SSG	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual Subscription fee for Secure Gateway Server	345.00
85510.0SES5	ManageEngine Desktop Central UEM Edition - Subscription Model - Endpoint Security - Annual subscription fee for 1200 Workstations	7,838.00

Subtotal : 75,334.00

Grand Total (USD $) : **75,334.00**

Important Note: Net-30. Local taxes as applicable.

1. **Validity**

   Prices are open for acceptance for 30 days from the date of offer. Please reconfirm the prices after the expiry date or before sending your Purchase Order.

2. Payment Terms

a) Net 30 Days.

3. Payment Mode

a) You can purchase through our online store (or) I can send you a customized link to purchase through a credit card.
b) Please issue Purchase Order via email to **anush@manageengine.com** along with the end user email address.
c) Please mention the Accounts Payable contacts in the PO.
d) Zoho Corp accepts payment by valid company check or wire transfer. Please contact Zoho Corp for wire transfer particulars.

Sincerely,
Anush Ramnani C
Sales Executive
E-mail: anush@manageengine.com
Fax: +1-925-924-9600

ZOHO Corp, 4141 Hacienda Drive, Pleasanton, CA 94588, USA

Q-27718 v2

Opportunity Name: 2022 ManageEngine Renewal Exp 8/22/22 - RFQ#20231071
Sales Out Contract Number:
Opportunity Number: OP-26364
Date: August 1, 2022

Account Name: Pender County Gov't
Primary Contact: Connie Rivenbark
Contact Phone: (910) 259-1260
Contact Email: crivenbark@pendercountync.gov

NWN Carousel
Sales Rep: Tracy Owen
Sales Rep Phone: (919) 653-4412
Sales Rep Email: towen@nwnit.com

BILL TO

Pender County Gov't
PO BOX 1437
BURGAW, NC
28425-1437

SHIP TO

Pender County Gov't
805 S WALKER ST
BURGAW, NC
28425-5001

One-Time

#	PART	DESCRIPTION	QTY	UNIT PRICE**	EXT. TOTAL
1.	87046.6S	Annual subscription fee for ManageEngine ADManager Plus Professional Edition - Subscription Model 2 Domain (Unrestricted Objects) with 10 help desk Technician	1	$6,239.58	$6,239.58
2.	85511.0S5	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual subscription fee	1	$14,962.50	$14,962.50
3.	85510.0SU4	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual subscription fee	1	$2,554.17	$2,554.17
4.	85510.0SFS	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual Subscription fee for Forwarding Server	1	$359.38	$359.38
5.	46259.31S	ManageEngine ServiceDesk Plus Enterprise Edition - Subscription Model - Annual Subscription fee for additional 2 (total 17) Technicians prorated till	1	$13,151.04	$13,151.04
6.	14819.5S	Annual Subscription fee for ManageEngine PasswordManager Pro Enterprise Edition - Subscription Model 5 Administrators (unrestricted resources and users) and 25 Keys	1	$2,081.25	$2,081.25
7.	42103.2S1	Annual subscription fee for ManageEngine Analytics Plus Professional Edition - Annual Subscription Model (10 users included)	1	$4,296.88	$4,296.88
8.	42101.0SD2	ManageEngine Analytics Plus Professional Edition - Subscription Model - Annual subscription fee for 10 Concurrent viewers pack	1	$932.29	$932.29
9.	67125.5S	Annual Subscription fee for ManageEngine ADSelfService Plus Standard Edition- Subscription Model 200 Domain Users	1	$359.38	$359.38
10.	67215.5S	Annual Subscription Fee For ManageEngine ADSelfService Plus Professional EditionSubscription Model 500 Domain Users	1	$1,244.79	$1,244.79
11.	88005.0SD1	Annual subscription fee for ManageEngine ADAudit Plus Professional Edition- Subscription Model 3 Domain Controllers	1	$1,279.17	$1,279.17
12.	88005.0SM4	Annual subscription fee for ManageEngine ADAudit Plus Professional Edition- Subscription Model 125 Member Servers	1	$3,588.54	$3,588.54
13.	88005.0SW3	Annual Subscription Fee for ManageEngine ADAudit Plus Professional Edition- Subscription Model 525 Workstations	1	$1,029.17	$1,029.17
14.	88005.0SW3	85510.0SES5 ManageEngine Desktop Central UEM Edition - Subscription Model - Endpoint Security - Annual subscription fee for 1200 Workstations Start 22 Aug'22 Ends 21 Aug'23	1	$8,164.58	$8,164.58

One-Time					
15.	707012.5S3	Manage Engine Op Manager Plus - Subscription Model - Annual subscription fee for 300 Devices Pack with 3Users and 2 Firewalls Ends 21 Aug'23	1	$6,115.63	$6,115.63
				Total:	$66,358.35

***The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order*

Subscription Term (Months):
Billing Terms:
Annual Subscription Charge:
Total One-Time Charge: $66,358.35
Total Recurring Charge: $0.00

Quote Sub-Total: $66,358.35
Tax Rate:
Estimated Tax:
Estimated Shipping:

Terms and Conditions

This quote is valid for 30 days from August 1, 2022 Applicable taxes and freight charges will be applied to the final invoice. All other Terms and Conditions are included in the Master Services Agreement or Proposal document. NWN will invoice customer for Non-Recurring Components, First Year Annual Components, and First Year Monthly Components upon Contract Signing. Unless otherwise prohibited by contract, in the event of a product return by customer and NWN's vendors accordingly impose a restocking fee to process such return, NWN may, in its sole discretion, impose an equivalent restocking fee on customer.

Statement of Confidentiality

This quote has been developed by NWN and is NWN's proprietary trade secret and business confidential information. This quote may not be released to another vendor, business partner or contractor without prior written consent from NWN.

Additional Information

v2 - additional item added 8/1/2022

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	August 15, 2022
SUBJECT:	Approval of Purchase Order to Mission Communications for SCADA Monitoring of PCU's Water & Sewer Systems

SUMMARY:
PCU's water distribution and wastewater collection systems SCADA equipment is proprietary and can only have the essential monitoring provided by Mission Communications (sole source). In 2019, PCU solicited quotes from several service providers for SCADA monitoring. Mission was by far the least expensive alternative, and provided superior functionality and ease-of-use compared to their competitors. PCU then purchased the proprietary Mission hardware and installed it at all of our critical sites. In addition to hardware, an annual monitoring fee is paid to Mission for the cellular communication to each unit and collection of data on their website, which can be accessed by key PCU staff to operate and maintain our systems.

This service is critical to water/wastewater operations to report alarm conditions and status of tank water levels and pumping throughout the system, as well as control of key components. We are also required by NCDEQ to monitor alarms. Annual cost per type of unit is the same as the previous years.

Funds have been budgeted for this expense in 072-404500 (water) and 073-404500 (wastewater). Total PO amount for consideration is $9,541.20.

ACTION REQUESTED:
Approve PO to Mission Communications for PCU SCADA monitoring

ATTACHMENTS:
Summary of Mission annual service package costs
Customer Service Agreement & Terms of Use

Mission Communications; Vendor 34961; Annual Service Packages for Water & Wastewater

WATER DISTRIBUTION:

072-404500

$6,760.80 (12 units @$563.40 each)

- Maple Hill Water Tank
- Maple Hill-ONWASA Interconnection
- Malpass Corner Tank
- Wallace BPS
- St Helena BPS
- 210 BPS
- Sloop Point BPS
- Rocky Point Tank
- Hampstead Tank
- Topsail Tank
- Annex Well
- Kiwanis Park Well

$480 (8 Option Boards @ $60 each)

- 2 at Annex Well
- 2 at Kiwanis Park Well
- Wallace BPS
- St Helena BPS
- Sloop Pt BPS
- 210 BPS

WASTEWATER COLLECTION:

073-404500

$563.40 (1 unit @ $563.40 each)

- Regional PS

$1,737 (5 units @ $347.40 each)

- Cape Fear School PS
- Heide Trask School PS
- Pender Packing PS
- Del Labs PS
- Small Del Labs PS

TOTAL = *6760.80 + 480 + 563.40 + 1737 =* ***$9,541.20***

MISSION COMMUNICATIONS

Customer Service Agreement and Terms of Use

Mission Communications Business Performance Guarantees

Service Price Stability Guarantee

For as long as the customer chooses to use the Mission service the annual price will not increase from the initial term price by more than the amount equal to the annual compounded inflation rate as determined by the US Bureau of Labor as measured year-to-year from the start of the initial service term for the unit or as measured year-to-year from the mutually agreed annual service renewal date. This date must be mutually agreed upon by Mission and the customer.

Replacement Hardware Price Stability Guarantee

Replacement components for the originally purchased M800 series unit will be no higher than $250 for the radio module and $250 for the unit's main printed circuit board (PCB). Replacement components for the M110 series units will be no higher than $250 for the main PCB and $250 for the radio module. Replacement costs for the M80 will be no higher than $450 for the entire M80 electronic assembly. Due to conformal coating of the M80 unit there will be no sub-assembly replacements.

Technology Guarantee

Mission guarantees to the customer that the radio telemetry technology will be available for use by the customer as long as the customer wishes to utilize Mission's services. If the original installed radio telemetry technology becomes unavailable or unusable for any customer unit, then Mission will at its sole expense, provide to the customer hardware for the customer to swap out and replace the non-performing unit's radio telemetry module hardware. The new radio module technology will be equal to or better than the original radio telemetry technology. Such equivalency is to be approved by the customer and such approval is not to be unreasonably withheld by the customer. If Mission cannot make such equivalent radio telemetry technology available to the customer within 120 days of the original radio telemetry cessation, then Mission may be required by the customer to refund any prepaid service fees paid by the customer, minus any used service fees while the radio telemetry performed to the above standard for Service Performance, plus the sum of $500.

Obsolescence Guarantee

From time-to-time Mission intends to introduce hardware and service improvements to existing hardware models and to introduce new hardware/ service offerings. Customers utilizing Mission's managed service offerings (standard monitoring service) may wish to upgrade previously installed equipment to the newest model offering. Customers may trade in and/ or upgrade equipment for a price equal to the new model price minus the current trade in value for the existing field equipment. The trade in value is defined as being 100% of the original purchase price in the first year (from date of purchase), 80% of purchase price in the second year, 60% in the third year, 40% in the fourth year, 20% in the fifth year and no trade in value thereafter. Additionally, if the new equipment has a higher annual service fee associated with it, the new fee will be applied to the customer's annual service at the time of field commissioning going forward.

This Agreement (hereinafter referred to as the "Agreement") is entered between MISSION COMMUNICATIONS, LLC, a Georgia limited liability company (hereinafter referred to as "Mission") and the entity and individuals utilizing Mission's products and services, including its web site and database information (hereinafter collectively referred to as the "Customer") and is effective upon activation and use by Customer of Mission's products and services.

The Parties: Mission is engaged in the business of providing wireless communications and database systems for managing and monitoring remote equipment in a supervisory manner, including such industrial applications as water and wastewater systems. The Customer desires to use and benefit from Mission's communications and database system, which is to be installed by the Customer on-site at the Customer's premises.

Customer acknowledges and understands that by activating and utilizing Mission's products, services, web site and/or data-based information, Customer is agreeing to be bound by the following terms contained in this Agreement. ACCEPTANCE OF HARDWARE AND/OR THE PROVISION OF SERVICES FROM MISSION SHALL BE DEEMED TO CONSTITUTE AN AGREEMENT ON CUSTOMER'S PART TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.
Privacy Policy: https://www.123mc.com/en/privacy-policy/

The Terms: In consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, including Customer's use of Mission's products and services, the parties hereby agree as follows:

1. **Mission's Services.** Mission agrees to use commercially reasonable efforts to provide Customer with monitoring and notification services by utilizing automated calling, paging, e-mailing, faxing, or TCP/IP transfer of data to an OPC compliant database to Customer's designated destinations as set forth in the Mission web site database.

2. **Customer Responsibilities.**
   a. Customer understands that Mission will not respond to or take action related to those events about which Mission provides monitoring and notification. Customer further understands that it is solely responsible for the final entries and schedules set forth in the Mission database notwithstanding the fact that Mission may have initially entered the monitoring and notification information in that database on the Customer's behalf.
   b. Customer also understands that the information residing in Mission's database, including, without limitation, notification lists, schedules and alarm points, can be changed by the Customer. Customer further understands and agrees that it bears the sole risk of loss or damage that may result from changes to the Mission database made by or on behalf of the Customer, and that such changes may prevent or impair the ability of the Mission monitoring and notification system from providing timely and successful notifications of detected events to Customer's designated destinations. Customer agrees to test the system(s) on a regular basis to ensure that they are working properly.
   c. Customer must provide its own on-site installation and maintenance services. Customer agrees to test all analog and digital input alarms on a regular basis (no less than every six months) and ensure that each alarm point successfully sends alarm transmissions to Mission and that the Mission notification services accurately and completely notify all the Customer's intended recipients. If any real or perceived failures occur, the Customer shall notify Mission immediately in writing of such failures. Mission shall use commercially reasonable efforts to resolve the failures noted in the writing delivered to Mission by Customer, but in no case will Mission be obligated to travel to the Customer's premises to perform diagnostic or corrective actions.

3. **Carrier Services.**
   a. Customer understands and agrees that Mission makes no representations, promises, warranties, or guarantees that there will be no interruptions in service or delays in performing service, or as to the quality, usefulness, completeness and reliability of such service, and further that Mission provides no assurances that such service will be free of errors. Customer acknowledges that Mission utilizes wireless data services that may be provided by ATT, Verizon, Sprint-Nextel, Rogers Communications, T-Mobile and various participating carriers, and that such providers disclaim any and all liability arising from the Customer's use of Mission's products and services. Customer further understands that Mission has no control of, or responsibility for, the paging, cellular, radio, telephone, internet or other communication medium which the Customer may rely upon for delivery of alarm or other messages sent by Mission.
   b. Customer understands and agrees that it has no contractual relationship with the underlying wireless service carrier and Customer is not a third party beneficiary of any agreement between Mission and underlying carrier. Customer understands and agrees that the underlying carrier shall have no legal, equitable, or other liability of any kind to Customer. In any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Customer's exclusive remedy against Mission for claims arising in any way in connection with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, is limited to payment of damages as described in 4.c.
   c. Customer shall indemnify and hold harmless the underlying wireless service carrier and its officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, or any property damage, personal injury or death, arising in any way, directly or indirectly, in connection with this Agreement or the use, failure to use, or inability to use the number except where the claims result from the underlying carrier's gross negligence or willful misconduct. This indemnity shall survive the termination of the Agreement.

d. Customer has no property right in any number assigned to it, and understands that any such number can be changed from time to time.
e. Customer understands and agrees that Mission and the underlying carrier cannot guaranty the security of wireless transmissions, and will not be liable for any lack of security relating to the use of the services.
f. The service is for Customer's use only and Customer may not resell the service to any other party.

4. **Customer Indemnification; Limitation of Liability.** Customer agrees that in further consideration of being granted the right to utilize Mission's monitoring and notification service, the Customer, on behalf of itself, and any employees and agents agrees:
a. To indemnify, defend and hold Mission, its members, managers, directors, officers, employees, agents, suppliers or affiliated companies harmless against any and all claims, demands or actions based upon any losses, liabilities, obligations, damages or costs, whether direct or indirect, special or consequential, including without limitation, attorneys' fees and court costs, that may result from the operation of Mission's products and services, or from the failure of the Mission system to report a given event or condition.
b. To release, waive, discharge and covenant not to sue Mission, its members, managers directors, officers, employees, agents, suppliers or affiliated companies harmless from any and all liabilities arising from any claim, demand or action based upon any losses, liabilities, obligations, damages or costs, whether direct or indirect, special or consequential, including without limitation, attorneys' fees and court costs, that may result from operation of Mission's products and services, or from the failure of the Mission system to report a given event or condition.
c. That in the event Mission is found to be liable for any loss or damage arising out of negligence, mistakes, omissions, interruptions, delays, errors or defects in Mission's products or services, such liability shall not exceed the total amount paid by the Customer to Mission for Mission's services for the previous six (6) months or $250.00, whichever is greater.
d. That neither Mission nor its members, managers, directors, officers, employees, or agents is an insurer and that the Customer is to maintain its own insurance coverage sufficient to provide compensation for any loss, damage, or expense that may arise in connection with the use of Mission's products or services.
e. Customer understands that the Mission system records notification phone calls, and tracks originating IP address of site access.

5. **Limited Warranty.** Mission warrants that its products are free from defects in material and workmanship for the periods set forth in the respective product sales information. Mission's sole obligation under this limited warranty is to repair or replace the product, at Mission's option, unless the product has been misused or improperly repaired or serviced by any party other than authorized Mission personnel, in which case the limited warranty is voided. Other than this limited warranty, Mission's products and services are provided with no other warranties, express or implied, including any WARRANTIES OF MERCHANTABILITY or fitness for a particular purpose.

6. **No Life Safety Use.** Mission's products and services are intended to monitor and notify Customer of events relating only to Customer's noncritical mechanical and electrical equipment, and are not intended to be used for life-safety, burglary or fire detection and reporting or control system and Customer hereby expressly agrees that under no circumstances shall it use Mission's products and services for any lifesafety, burglary or fire detection and reporting or control system uses whatsoever. Customer hereby indemnifies, defends and agrees to hold Mission, its members, managers, directors, officers, employees, agents, suppliers or affiliated companies harmless against any and all claims, demands or actions based upon any losses, liabilities, obligations, damages or costs, whether direct or indirect, special or consequential, including, without limitation, attorneys' fees and court costs that may result from Customer's breach of this Paragraph 6.

7. **Relay or Output Control.** In the case that Customer chooses to utilize the Mission system to perform manual or automatic (as may be provided by Mission at the time) relay or output control for pump, well, valve or any related application, Customer agrees that Mission performs this service on a best efforts basis only. Mission recommends that Customer not rely on Mission solely for the control of remote relay activated devices and that Customer should make provision for alternate means of remotely or locally operating said controls. Mission strongly recommends that Customer make electrical or mechanical provisions at the remotely controlled site equipment that will properly control said remote relay control functions. Customer understands and acknowledges that there are other providers of such remote control technologies.

8. **Hardware and Monitoring Fees.** Customer agrees to pay Mission for hardware and a monitoring fee, which fee is to be prepaid on an annual basis, as indicated in Customer's invoice. The first annual service fee and hardware costs are to be paid within 30 days from the date of shipment of the Mission hardware. Annual service activation will commence on the 30th day after purchase. If the Customer has not installed units at this time, it may request reasonable additional time to install units prior to annual service commencement. This extension is totally at the discretion of Mission. Units ordered that will not be installed immediately should be ordered as inactive so as to avoid unnecessary loss of service on the Customer's part. After the expiration of the initial one-year term, this Agreement shall automatically renew for additional one-year periods, unless canceled by written notice to Mission at least sixty (60) days prior to expiration date of the then current term. Units added in subsequent years will be initially billed at the then current annual service price as published in the current Mission price list or at the price initially invoiced the Customer, whichever is greater. Once a field RTU is in service, Mission shall not increase that device's annual monitoring fee by more than an amount equal to the annual percentage increase in the United States Bureau of Labor Statistics "Consumer Price Index." Mission shall have the right to increase the annual monitoring fee annually or, in the event it does not do so annually, it may at any time increase the annual monitoring fee by the cumulative percentage increase in the Consumer Price Index from either the initial service date or the last date that Mission so increased the annual monitoring fee, in either case to the then date of adjustment. This annual service pricing policy shall apply to all makes and models of Mission hardware and services.

9. **Use of Mission's Products.** The Customer understands the intended uses of Mission's products and services and will ensure that they are used in the intended and safe manner. In the event of a malfunctioning unit and after notification to Customer and attempting to rectify the situation, Mission shall have the right to take the unit out of service and keep it out of service until such time as the malfunction has been remedied. In addition, it is agreed that the Customer shall contact Mission personnel if the Customer does not know how to install or operate Mission's products and services.

10. **Consent to Jurisdiction.** Regardless of the place of contracting or performance, this Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Georgia, and that any suit, action or other legal proceeding involving this Agreement shall be brought exclusively within the State or Federal Courts situated in Atlanta, Georgia. Customer hereby irrevocably consents to and submits to the personal jurisdiction of such courts and irrevocably waives any and all defenses inconsistent with this Paragraph.

11. **Entire Agreement.** The parties hereto acknowledge and agree that this Agreement, together with the Mission Business Performance Guarantees set forth in that certain "Managed SCADA document, Literature Code 1-4", as amended from time to time and which by this reference is made an integral part hereof, contain the entire agreement between Mission and the Customer, and that there are no other representations, inducements, promises, or agreements, oral or otherwise, which are not embodied herein or therein. The conditions set forth in this Agreement shall take precedence over any other conditions, and no contrary, additional or different provisions or conditions shall be binding on Mission unless accepted by Mission in writing. It is a condition of this transaction between Mission and Customer that any provisions printed or otherwise contained in any purchase order issued by Customer, or any acknowledgment, acceptance, objection, or confirmation of this Agreement issued by Customer, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this Agreement made by Customer, shall have no force or effect. The terms contained herein shall be controlling in the event of any inconsistency with the Customer's purchase order or other communications of Customer.

12. **Severability.** In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

13. **Binding Effect; No Assignment by Customer.** This Agreement shall be binding upon each of the parties hereto, together with their respective heirs, successors and permitted assigns. Customer shall have no right to assign any or all of its rights under this Agreement without the prior written consent of Mission.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	August 15, 2022
SUBJECT:	Approval of Subgrant Agreement from The Southeastern Partnership Inc for the Pender Commerce Park Water & Sewer Extensions

SUMMARY:
North Carolina's Southeast regional partnership has awarded Pender County with a $262,000 NCSE Product Development Fund Grant for assistance with the Pender Commerce Park Water & Sewer Extensions to the former BASF property. Sixteen grants were awarded out of a total of 23 applications from the eighteen counties in the region. NCSE stated that their team and the Executive Committee were highly impressed with the quality of the submitted projects, and especially with the level of other funds that will be leveraged into most of the projects.

The attached subgrant agreement is required to be approved and signed to receive this grant.

The project is budgeted in Fund/Org 86, Project 6963. Chairman's signature needed on page 10 and Exhibit E.

ACTION REQUESTED:
Approve Subgrant Agreement

ATTACHMENTS:
The Southeastern Partnership Inc. Subgrant Agreement
Budget Ordinance Amendment form

THE SOUTHEASTERN PARTNERSHIP, INC.

SUBGRANT AGREEMENT

This Subgrant Agreement ("Agreement") is hereby entered into by and between **The Southeastern Partnership, Inc.**, a North Carolina non-profit corporation (the "Subgrantor"), and **Pender County**, a body politic and corporate of the State of North Carolina, (the "Subrecipient") (referred to collectively as the "Parties").

RECITALS

WHEREAS, Subgrantor has received a grant ("Grant") from the North Carolina Office of State Budget and Management ("OSB"), the proceeds of which are to be allocated among the eighteen (18) counties comprising North Carolina's Southeast ("NCSE") for the purpose of funding, in whole or in part, the evaluation or improvement of existing and new industrial sites, construction or renovation of buildings for industrial use, the production of new industrial building plans, and the analysis/marketing/oversight pertinent to spurring new economic growth and development within the NCSE footprint; and

WHEREAS, Subrecipient has applied for a grant of funds out of the Grant (the "Subgrant") to be used to fund the project identified in the Scope of Work attached hereto as Exhibit A (the "Project"); and

WHEREAS, Subgrantor has approved Subrecipient's application and agreed, on and subject to the terms, provisions, and conditions contained in this Agreement, to make a Subgrant to Subrecipient in an amount not to exceed Two Hundred Sixty-Two Thousand and 00/100 Dollars ($262,000.00) (the "Maximum Subgrant Amount"), the proceeds of which will be used to fund the Project in whole or in part.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. SUBGRANT. Subject to the terms and conditions of this Agreement, Subgrantor agrees to reimburse Subrecipient up to the Maximum Subgrant Amount for costs incurred in connection with the Project described in the Scope of Work either in one (1) lump sum upon completion of the work or pursuant to multiple reimbursement requests, in either case, in accordance with the reimbursement provisions set forth in the Scope of Work and this Agreement. Notwithstanding anything to the contrary in this Agreement, the Maximum Subgrant Amount shall not exceed Two Hundred Sixty-Two Thousand and 00/100 Dollars ($262,000.00).

2. PERIOD OF PERFORMANCE. Subrecipient's performance period for this Agreement shall commence on delivery by Subgrantor to Subrecipient of written notice to proceed with the Project and shall continue through May 31, 2023 (the "Estimated Completion Date"). If the Project falls behind schedule by more than one hundred twenty (120) days, Subgrantor may, in its sole discretion, terminate the Subgrant. Notwithstanding anything to the contrary contained herein or in the Scope of Work, Subrecipient's performance hereunder shall be completed within twenty (20) months after the notice to proceed is delivered.

3. SUBRECIPIENT'S REPRESENTATIONS, WARRANTIES, AND COVENANTS.

(a) Organization, Status and Authority. Subrecipient (i) is duly organized, validly existing, and in good standing under the laws of the state of its formation, (ii) has the power, authority, and legal right to carry on the business conducted by it and to engage in the transactions contemplated by this Agreement, and (iii) has taken all action necessary to authorize the execution and delivery of this Agreement and the performance of all of its obligations thereunder.

(b) Valid Execution and Delivery. This Agreement has been duly executed and delivered by Subrecipient and is the legal, valid, and binding obligation of Subrecipient and is enforceable in accordance with its terms.

(c) No Violations, Conflicts or Liens. The execution and delivery by Subrecipient of this Agreement, and the performance of its obligations thereunder, will not (i) violate any provision of the organizational documents of Subrecipient or any indenture, agreement, or other instrument to which Subrecipient is a party, (ii) be in conflict with, result in a breach of, or constitute (with lapse of time or the giving of notice, or both) a default under, any such organizational document, indenture, agreement or other instrument, or (iii) require action or approval by any third person or any governmental authority that has not already been obtained.

(d) Permits, Approvals, Environmental Matters and Contracts. All presently obtainable public and private consents, permits, licenses, and approvals necessary or required to undertake the Scope of Work have been obtained, and Subrecipient is not aware of any facts which indicate that any such consents, permits, licenses, and approvals to be issued in the future will not be obtainable when requested.

(e) Plans. The final plans and specifications for the Project will comply with all applicable covenants, restrictions, laws, ordinances, rules and regulations, all applicable government authorities, and the beneficiaries of any applicable restrictive covenants.

(f) Vendor Payments. Subrecipient will pay on or before the date all vendor bills incurred by it in connection with the Project and will indemnify and hold Subgrantor harmless from any claim arising from or related to any such vendor bill.

(g) Compliance with Laws. Subrecipient will ensure that the Project proceeds in compliance with all applicable zoning ordinances, building codes, and all other applicable local, regional, state and federal laws, rules, regulations, ordinances, and/or requirements, and will ensure that all governmental permits, licenses, and approvals required in connection with the Project are obtained.

(h) Subrecipient has obtained a guaranteed match of at least twenty-five percent (25%) of the Subgrant amount as set forth in Exhibit B. If the Subgrant amount is less than or equal to Fifty Thousand Dollars ($50,000) and the purpose of the Subgrant is site analysis, site master plans, shell building plans, incubator plans, or build to suit plans, Subrecipient has obtained a guaranteed match of at least ten percent (10%) of Subgrant amount, as evidenced by __N/A_____, attached hereto as Exhibit B.

(i) The Subrecipient's Scope of Work attached as Exhibit A is a complete and concise scope of goods or services supported by this Agreement and is consistent with language in S.L. 2021-180, as amended by S.L. 2021-189.

(j) The Subrecipient agrees to use the Subgrant funds in accordance with cost items set forth in the Subrecipient's budget, incorporated in Exhibit A (the "Budget"). Subrecipient may reallocate and/or redistribute among budgeted items up to ten percent (10%) in overall budget costs without the express written permission of the Subgrantor. Subrecipient represents and warrants that the Budget has been prepared by Subrecipient, and Subrecipient represents to Subgrantor that it does include all costs and expenses (the "Aggregate Cost") incident to the Project through the Estimated Completion Date. Subgrantor shall not be required to reimburse Subrecipient for any cost not set forth in the Budget.

(k) The Subrecipient understands and acknowledges that total funding level available under this Agreement will not exceed Two Hundred Sixty-Two Thousand Three Hundred and 00/100 Dollars ($262,000.00). The Subrecipient acknowledges that it has provided the following additional documentation to Subgrantor as Exhibits to this Agreement:

(i) Internal Revenue Service W-9 form (includes address, Tax ID) – Exhibit C;

(ii) Policy addressing conflicts of interest – Exhibit D; and

(iii) **Sworn** Statement of no overdue tax debts – Exhibit E.

(l) The Subrecipient understands and acknowledges that compliance with (i) all statutory provisions outlined in G.S. 143C-6-22 - Use of State funds by non-State entities, (ii) the regulatory provisions of 9 N.C.A.C. Subchapter 3M, and (iii) the requirements found in S.L. 2021-180, Section 5.2, 5.3, and 40.8 as amended by S.L. 2021-189 is required and covenants to comply therewith.

(m) The Subrecipient covenants and agrees that:

(i) All Subgrant funds will be used for nonsectarian, nonreligious purposes only.

(ii) No Subgrant funds may be used for the annual salary of any individual employee of a nonprofit organization.

(iii) It will submit to Subgrantor within five (5) calendar days after the end of each calendar quarter reports on performance documenting progress in accordance with the project timeline submitted by Subrecipient.

(iv) It will submit a final report on financial and performance progress in accordance with Sections 4(b) and 7(e).

(v) It will comply with 9 N.C.A.C. Subchapter 3M.0205.

(n) Pursuant to G.S. 143C-6-8, the Subrecipient understands and agrees that funding shall be subject to the availability of appropriated funds. In the event of Agreement termination due to lack of adequate appropriated funds, the North Carolina Office of State Budget and Management ("Agency") will ensure that it will pay Subgrantor for services and goods acquired and obligated on or before the notice of Agreement termination, thereby enabling Subgrantor to reimburse Subrecipient for such services and goods.

(o) Subrecipient covenants and agrees that the following text and logo will appear on or be included in all Project materials:

(i) "North Carolina's Southeast provided funding for this project via an appropriation from the State of North Carolina."

(ii) Logo – see attached Exhibit F.

4. SUBGRANTOR'S DUTIES:

(a) The Subgrantor shall ensure that funds allocated and disbursed pursuant to Session Law 2021-180, as amended by S.L. 2021-189, comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

(b) The Subgrantor shall:

(i) Require Subrecipient to submit along with its request for reimbursement described in Section 5 a financial and performance reporting document that incorporates the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the Subrecipient to:

(A) Certify that cost reimbursement requests were incurred for the intended purpose.

(B) Provide an accounting for expenses incurred.

(C) Provide activities, accomplishments, and performance measures.

(D) Provide supporting invoices, contracts, payroll information or other documents to support expenditures.

A copy of the form of State Construction and Infrastructure Fund (SCIF) Grant Performance Report is attached hereto as Exhibit G. The required financial data to be reported by Subrecipient shall be entered in the format to be provided to Subrecipient by Subgrantor at a later date.

(ii) Provide a secure method for submitting financial and performance reports.

(iii) Conduct financial and performance monitoring until the contract is completed.

(iv) Subject to Section 2 above, extend the term of this Agreement in the discretion of Subgrantor.

5. SUBRECIPIENT REIMBURSEMENT. Upon satisfaction of the Conditions to Reimbursement set forth in Section 6 below, the reimbursement timing requirements established in the Scope of Work, and submission of a duly completed, signed, and certified Reimbursement Request Form, a form of which is attached hereto as Exhibit H, accompanied by all supporting documentation, Subgrantor shall reimburse Subrecipient for the expenses identified in such Reimbursement Request Form within thirty (30) days after receiving such Reimbursement Request. Reimbursements shall be made by corporate check.

6. CONDITIONS TO REIMBURSEMENT. Subgrantor shall not be obligated to satisfy a Request for Reimbursement until all of the following conditions have been satisfied by proper evidence, execution and/or delivery to Subgrantor of the following items, all in form and substance satisfactory to Subgrantor:

(a) Subrecipient is in good financial standing with Subgrantor and has paid its annual fiscal year assessment.

(b) Insurance. Originals of the following insurance policies with respect to the Project, together with paid premium receipts, each of which policies shall (i) be issued by companies, contain terms, and provide coverages of types and in amounts, as are satisfactory to Subgrantor, (ii) include provisions for a minimum 30-day advance written notice to Subgrantor of any cancellation, reduction in coverage or other modification, and (iii) designate Subgrantor as an additional insured:

(i) If applicable, an "all-risk," non-reporting builder's risk insurance policy;

(ii) A workmen's compensation insurance policy (provided by the contractor);

(iii) If applicable, a flood insurance policy or evidence that no portion of the Project is located within an area designated as a flood hazard area under the Flood Disaster Protection Act of 1973;

(iv) A liability insurance policy; and

(v) Such other insurance as may be required by Subgrantor.

(c) Compliance with Laws. Evidence that the construction, use, and development of the Project comply with all applicable federal, state, regional and local laws, rules, regulations and ordinances including, without limitation, environmental laws, and that all governmental and private permits, licenses, and approvals necessary for the construction, use, and development of the Project have been obtained.

(d) Permits. Copies of any and all permits required in connection with the Project, together with evidence that all fees for such permits have been paid.

(e) Continuing Representations and Warranties. All of the representations, warranties, and covenants of Subrecipient set forth herein shall be true and correct on and as of the date of the reimbursement request with the same effect as if made on such date.

(f) Satisfaction of Prior Conditions. All conditions of any/all previous reimbursement(s) shall have been, and shall remain, satisfied.

(g) No Defaults. There shall be no default under this Agreement.

(h) Additional Items. Subgrantor shall have received the following additional items, all in form and substance acceptable to Subgrantor and its counsel:

(i) If applicable, a certificate of the inspector acceptable to Subgrantor.

(ii) If requested by Subgrantor, written acknowledgements from any contractor and all materialmen dealing directly with Subrecipient of payment and releases of liens and rights to claim liens through the date of the last preceding reimbursement (and concurrently with the final reimbursement).

(iii) If requested by Subgrantor, evidence that the then-completed portion of the Project, (A) to the extent required, has been duly inspected and approved by all governmental and regulatory authorities, and (B) complies with all applicable zoning ordinances, building codes and all other applicable federal, state, regional and local laws, rules, regulations, and/or requirements.

7. FUNDS MANAGEMENT.

The Subrecipient agrees that funds received and expended through this Agreement shall be subject to the following:

(a) Accounted for in a separate fund and accounting structure within the Subrecipient's central accounting and/or grant management system. This shall include accounting for interest earned on these funds.

(b) All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with the funding allocations described in Section 3 above.

(c) Expenditures for travel mileage, meals, lodging and other travel expenses reasonably and necessarily incurred by consultants or contractors directly related to the Project, if any, shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Agreement.

(d) If eligible, the Subrecipient shall:

(i) Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by it in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and

(ii) Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their final project status report.

(e) Reported, documented, and certified pursuant to and in accordance with the requirements set forth in Section 4(b) above.

8. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS.

The Subrecipient agrees to submit the report required pursuant to Sections 4(b) and 7(e) when it submits its request for reimbursement pursuant to Section 5. The method for reporting is described in Exhibit G and the format for required financial/expense reporting will be provided by Subgrantor at a later date. All reports and supporting documents shall include the Subrecipient information and shall be submitted as prescribed to the Subgrantor.

The Subrecipient agrees that all program activity results information reported shall be subject to review and authentication as described in Section 10 and Subrecipient will provide access to work papers, receipts, invoices, and reporting records, if requested by the Subgrantor or the OSB, as the OSB executes any monitoring or internal audit responsibilities.

9. AGREEMENT ADMINISTRATORS.

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

Subrecipient and Subgrantor Point of Contact	
Subrecipient Contract Administrator	Subgrantor Contract Administrator
Name: Cliff Pyron Address: PO Box 1698 Wilmington, NC 28402 Email: cpyron@wilmbusdev.com Mobile Phone: (910) 520-1686 Fiscal year end date: June 30th	Steve Yost North Carolina's Southeast 707 W. Broad Street Elizabethtown, NC 28337 Phone: (910) 862-8511 Mobile Phone: (910) 991-5689 Email: stevey@ncse.org

10. MONITORING AND AUDITING.

The Subrecipient acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the Subrecipient are subject to being audited, inspected and monitored at any time by the OSB upon its request (whether in writing or otherwise). The Subrecipient further agrees to

provide OSB staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The Subrecipient acknowledges and agrees that, regarding the Subgrant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Subrecipient and are subject to change.

11. TAXES.

The Subrecipient shall be considered to be an independent Subrecipient and as such shall be responsible for all applicable taxes. The Subrecipient agrees to provide the Subgrantor with the Subrecipient's correct taxpayer identification number upon the execution of this Agreement. The Subrecipient agrees that failure to provide the Subgrantor with a correct taxpayer identification number authorizes the Subgrantor to withhold any amount due and payable under this Agreement.

12. SITUS.

This Agreement shall be governed by and construed in accordance with the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Bladen County, North Carolina.

13. COMPLIANCE WITH LAW.

The Subrecipient shall remain independent of and from Subgrantor and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of its employees, assistants, contractors, and subcontractors. The Subrecipient represents that it has or will secure, at its own expense, all personnel required to perform the services under this Agreement. Such employees or contractors shall not be employees of or have any individual contractual relationship with the Subgrantor or OSB. The Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements, and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Subrecipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Subgrant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Subrecipient further acknowledges and agrees that, if it grants any of the Subgrant funds awarded hereunder to one or more sub-sub-recipients, the Subrecipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Subrecipient hereunder.

14. TERMINATION OF AGREEMENT.

This Agreement may be terminated by mutual consent upon thirty (30) days prior written notice to the other Party, or as otherwise provided by law or this Agreement. As soon as reasonably

possible following termination of this Agreement, the amount of any residual unexpended funds shall be transferred to the Subgrantor.

Subgrantor may terminate this Agreement upon five (5) days prior written notice to Subrecipient if Subgrantor determines in its sole discretion that the Project is not likely to move forward or progress on a timely basis.

15. AMENDMENTS.

This Agreement may only be amended in a writing which documents approval of changes by both the Subgrantor and the Subrecipient.

16. AGREEMENT CLOSE-OUT PROCESS.

The Subrecipient agrees to submit to the Subgrantor a complete performance and expenditure status report (final report) within thirty (30) days after the completion of the Project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the Subgrantor at that time.

Subrecipient will be deemed noncompliant if its final report is not submitted within the 30-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by both the Subgrantor and OSB, the Subrecipient will receive official notification of Agreement close-out. The letter will inform the Subrecipient that the Subgrantor is officially closing the Agreement and retaining all Agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

[Signatures on following page.]

17. AUTHORIZED SIGNATURE WARRANTY.

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement. **In Witness Whereof,** the Subrecipient and the Subgrantor have executed this Agreement in duplicate originals, with one original being retained by each Party.

SUBRECIPIENT:

PENDER COUNTY, a body politic and corporate of the State of North Carolina

By: _____

Name: _____

Date: _____

SUBGRANTOR:

THE SOUTHEASTERN PARTNERSHIP, INC., a North Carolina nonprofit corporation

By: _____

Name: Steve Yost, President

Date: _____

Exhibit A

Scope of Work and Budget

North Carolina's Southeast Product Development Fund (PDF) Project Overview

PROJECT TITLE:	Pender Commerce Park W&S - Brownfield
APPLICANT ORGANIZATION:	Wilmington Business Development
APPLICANT CONTACT:	Cliff Pyron, Director of Business Development
PROJECT DESCRIPTION:	Pender County is proposing to use funds to extend water and sewer from the local treatment plant to the brownfield side (171 acres) of the Pender Commerce Park.
DESIRED OUTCOME:	A water and sewer extension into the brownfield side of the park will make that property even more marketable to active projects by having the utilities on-site. It provides progress towards further site readiness, making it a more attractive situation for end users/developers by reducing their timeline and costs when seeking sites. The site has been environmentally remediated.
PDF GRANT AMOUNT REQUESTED:	$262,000.00
PROJECT COSTS:	
TOTAL PROJECT BUDGET:	$492,400.00
PROJECT BUDGET DESCRIPTION:	Total project costs: $492,400 The project has been bid with a low bid of $328,000 for construction. A $32,800 construction contingency (10%) is included for potential change orders. The engineering design, bidding, and construction services total $131,600. Local budgeted funds will provide the match and cover any additional costs beyond the match.
LOCAL MATCH AMOUNT:	$230,400.00
LOCAL MATCH DESCRIPTION:	Pender County
FINANCIAL STRATEGIC PARTNERS:	Pender County
ESTIMATED COMPLETION DATE:	5/31/2023

Exhibit B

Match Guarantee

Local Match Guarantor	**Amount**
Pender County	$230,400.00

Exhibit C

Subrecipient's W-9

Exhibit D

Conflict of Interest Policy

Exhibit E

Sworn Statement of No Overdue Tax Debt

(See attached)

State of North Carolina – No Overdue Tax Debt

_____, 20__

Certification:

We certify that Pender County does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143-6.2(b2) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

I, _____, being duly sworn, say that I am the _____ of Pender County, a body politic and corporate of the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

_____

Name: _____

Title: _____

The State of North Carolina
County of _____

Sworn to and subscribed before me this day by _____.

Date: _____ _____

(Notary Signature and Seal)
My commission expires: _____

(Official Seal)

Exhibit F

Specimen North Carolina's Southeast Logo



Exhibit G

Form of State Construction and Infrastructure Fund (SCIF)

Grant Performance Report

(See attached)

State Construction and Infrastructure Fund (SCIF)

Grant Performance Report

As required by your signed Subgrant Agreement with The Southeastern Partnership Inc., you must report on your use of SCIF Grant funds. This includes outlining activities, accomplishments, and performance measures associated with the grant.

Organization:

Date:

Reporting Period:

Name:

Contract #:

Do you certify that all expenses to date have been submitted for this grant and are reflected in the format attached to or associated with your Request for Reimbursement? Yes ☐ No ☐

Do you certify that all funds to date were used for the purposes for which they were awarded and in compliance with your contract? Yes ☐ No ☐

Please provide a report of activities and accomplishments related to your SCIF Grant Project(s) during this reporting period.

Please provide an update on the objectives, as outlined in your Scope of Work, of the SCIF Grant Project(s). Have you accomplished any of your objectives?

Please provide an update on your expected results, as outlined in your Scope of Work, of the SCIF Grant Project(s). Have you accomplished any of your expected results?

Please provide an update on your performance measures, as outlined in your Scope of Work, for the SCIF Grant Project(s).

Exhibit H

Form of Reimbursement Request

(See attached)

FORM OF REIMBURSEMENT REQUEST

Subgrantor: The Southeastern Partnership, Inc. Reimbursement Request Number: _____
Subrecipient: _____ NCSE Grant #: _____
Project: _____

In accordance with the Subgrant Agreement (the "Agreement") between Subgrantor and Subrecipient, dated _____, Subrecipient requests that $_____ be reimbursed from Subgrant proceeds. The amount requested above is determined as follows:

1. Payments made to contractor(s) (See associated spreadsheet and invoices attached hereto) for _____: $_____

2. Payments made for administrative, accounting, and compliance soft costs (not to exceed ten percent (10%) of the Subgrant) (see associated spreadsheet and attached invoices): $_____

3. Total amount requested: $_____

The undersigned Subrecipient does hereby certify, as of the date hereof: that all expenses covered by previous reimbursement reports have been paid; that all sums included in this reimbursement request have been incurred exclusively for items set forth in the Budget included with the Scope of Work; that the warranties and representations of Subrecipient in the Agreement are hereby restated, ratified and confirmed; that all conditions to this reimbursement request have been satisfied; and that there is no default under the Agreement.

Subrecipient certifies the following indicated items are attached hereto and are true, correct and complete, and acknowledges this request is incomplete without the following items, as applicable:

___ a. Reimbursement Request in form required by the Agreement, signed by authorized representative of Subrecipient;

___ b. Spread sheet detailing the specific budget line items from which funds are being requested;

___ c. Invoices supporting hard cost funds being requested, if any; and

___ d. Copies of any invoices and backup required by Subgrantor for all [soft] cost funds being requested.

AUTHORIZED SIGNER:

By:_____ Date: _____

Name: _____

Title: _____

Schedule H-1

Required Format for Reporting Financial Expenditures

(to be provided)

Monday, August 1, 2022

Pender County Budget Ordinance Amendment

Date Monday, August 15, 2022

Board Meeting Date (If Applicable) Monday, August 15, 2022

Fiscal Year FY 2022-2023

Fund 86 - MC WDIST

Division, Program, Project, etc. PCP Water & Sewer Extensions

Department 072 - WATER OPERATIONS

Purpose of Request

Add recently committed NCSE grant funds to project budget

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	86-387005-6963	NCSE Partnership Grant	262000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	86-407460-6963	Construction	262000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 262000

Total Expenditures 262000

Budget Amendment Balances when Zero. 0

Prepared By: Kenny Keel

Email kkeel@pendercountync.gov

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	August 15, 2022
SUBJECT:	Approval of Capital Project Ordinance for PCU/Facilities Warehouse & Shelters Project

SUMMARY:
Engineering design of a proposed PCU/Facilities Warehouse & Shelters project was approved in the FY23 budget in Fund 72 Org 072 in the 407400 Capital Outlay line item. Since this will be a multi-year project to design and construct the facilities, a Capital Project Fund needs to be created to allow funds to be available over multiple fiscal years. This request simply establishes the capital project fund for this already budgeted work and will move budgeted funds to the new capital project fund.

A synopsis of the project is as follows: PCU and the Facilities department have been in need of additional space to store valuable equipment and rolling stock. We need enclosed space fully protected from weather, as well as some open shelters for ease of equipment removal and replacement. Our preliminary plan is for the building to be about 50,000 sf, and have four 50'x100' open shelters. We would likely have about 4 small offices in the warehouse, possibly just one space with cubicles and restrooms, which will probably be no more than 1,500 to 2,000 sf within the warehouse. The offices would be the only space that would need full HVAC. The rest of the warehouse would likely just need enough heat to keep things from freezing. Other departments may or may not be involved for their warehousing needs, depending on their timing and specific need. Our plan is for planning and design to take place this fiscal year, and then construction in FY24. Currently estimated construction cost is just over $4 million, which includes construction administration & inspection services. All of the engineering design costs were funded within the FY23 Utilities budget, but construction costs will be shared by departments that will utilize the facility (from both Enterprise and General Fund budgets).

PCU's next steps will be to produce an RFQ for engineering services, review and select an engineer, and then seek approval of an engineering contract at a future Board meeting.

ACTION REQUESTED:
Approve the Capital Project Ordinance & Resolution and Budget Ordinance Amendment for the PCU/Facilities Warehouse & Shelters project

ATTACHMENTS:
Capital Project Budget Ordinance & Resolution
Budget Ordinance Amendment
FY23 budget request form for warehouse & shelters project (background information)

CAPITAL PROJECT BUDGET ORDINANCE
PCU / FACILITIES WAREHOUSE & SHELTERS PROJECT

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 a PCU / Facilities Warehouse & Shelters Project to provide critical storage facilities for Pender County Utilities and Facilities & Fleet Management;

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:

Engineering Fees	$ 500,000.00
Construction	$ TBD
Project Contingency	$ TBD
TOTAL PROJECT COST	**$ 500,000.00**

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:

Transfer from Fund 72	$ 500,000.00
TOTAL PROJECT FUNDING	**$ 500,000.00**

SECTION 3: Authorized activities for the PCU / Facilities Warehouse & Shelters Project include the expenditure of budgeted funds for engineering, construction, site work, and contingency. 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 enterprise 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.

_____
David Piepmeyer, 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 the PCU / Facilities Warehouse & Shelters Project to document the proposed project expenditures and funding in the amount of $500,000.00 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: Piepmeyer ___ McCoy ___ Brown ___ Newton ___ _____ ___

_____ _____
David Piepmeyer, Chairman Date

ATTEST:

_____
Tera Cline, Clerk to the Board

Tuesday, August 2, 2022

Pender County Budget Ordinance Amendment

Date Monday, August 15, 2022

Board Meeting Date (If Applicable) Monday, August 15, 2022

Fiscal Year FY 2022-2023

Fund 72 - RP/T W&S

Division, Program, Project, etc. PCU/Facilities Warehouse & Shelters Project

Department 072 - WATER OPERATIONS

Purpose of Request

Move FY23 budgeted funds from capital outlay into a newly established Capital Project fund for the noted project.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-399072-6965	Transfer from Fund 72	500000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-404505-6965	Contracted Services-Engineer	500000
2	072-490000	Transfer to CIP	500000
3	072-407400	Capital Outlay	-500000
4			
5			
6			
7			
8			
9			
10			
11			

	Account # (ORG-OBJECT)	Account Description	Amount
12			
13			

Total Revenues 500000

Total Expenditures 500000

Budget Amendment Balances when Zero. 0

Prepared By: Kenny Keel

Email kkeel@pendercountync.gov

Friday, February 4, 2022

B-3 Capital Outlay Budget Request Form (assets - individually $5,000 or more)

Department	Utilities
Department Number	072
Email	kkeel@pendercountync.gov
Item Requested	***Engineering services for PCU & Facilities Warehouse & Shelters***

Purchase Costs - includes all costs such as shipping, programming, installation, set-up fees, etc. (Does not include sales tax, or items that could be used separately with another asset)

List individual cost (without additional equipment)	500000

Summary of need for Capital Equipment (include statistical/legal mandate to support need, if applicable). (Additional sheets may be attached below if desired.)

PCU, Facilities, and Emergency Management have been in need of additional space to store valuable equipment and rolling stock. We need enclosed space fully protected from weather, as well as some open shelters for ease of equipment removal and replacement. Our preliminary plan is for the building to be about 50,000 sf, and have four 50'x100' open shelters. We would likely have about 4 small offices in the warehouse, possibly just one space with cubicles and restrooms, which will probably be no more than 1,500 to 2,000 sf within the warehouse. The offices would be the only space that would need full HVAC. The rest of the warehouse would likely just need enough heat to keep things from freezing. Emergency Management may or may not be involved for their warehousing needs, depending on their timing and specific need.

Our plan is to budget funds for planning and design in FY23, and then construction in FY24. Currently estimated construction cost is just over $4 million, which includes construction administration & inspection services. I have placed all of the engineering design costs requested here within the Utilities budget, but construction costs would be shared by departments that will utilize the facility.

Some of the potential sites for the facility include county property on NC 53 at Murray Town Road, a prospective (not currently PC owned) site near the current county Admin campus, co-location with a school in Rocky Point, etc.

A ballpark estimate of the cost to design and construct these facilities is attached. Land cost is not included, as we plan to either build on existing county property or purchase property as a separate transaction from this item.

Potential Consequences if Request not funded this year.

We have talked about purchasing or building a facility like this for years, and the need has existed for even longer. We have even come close to purchasing a similar facility, but the deal fell through. We must act if we are ever going to fulfill this desperate need for the Utilities and Facilities departments.

If this is not funded, we will continue to languish with the over-capacity spaces we use now. PCU has to store equipment and materials at many sites throughout the county, and has no enclosed or covered space to house very expensive equipment, some of which is very new. PCU has mini-excavators, a light tower, an emergency bypass pump, lawn mowers, tractors, etc. that are exposed to extreme weather due to insufficient facilities. Likewise, Facilities has similar equipment without sufficient dry storage space. This exposure will cause premature failure of equipment and the need for repairs or replacement much sooner due to deteriorating condition.

Attach relevant information (such as estimates, diagrams, etc..)

pdf 1-13-22 PCU Facilities Fleet Services Budget...

Revenue available to Fund Purchase 500000

Source of Funds Water/Sewer revenues

Annual Recurring Costs:

Please indicate type of asset requested Other

IT Technology Project

Total to post to account #407400 Capital Outlay	***500,000***

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Jeremy Drummond
DATE:	August 15, 2022
SUBJECT:	Approve a Purchase Order/Sole Source for CAS (Connected Automotive Systems) for FY23

SUMMARY:
Approve the renewal of the Annual Diagnostic Application Subscription for Fleet Services.

ACTION REQUESTED:
Approve annual Purchase Order to CAS for Diagnostic Application for Analyzer used in Vehicle Maintenance Department in the amount of $1,295.00.

Sales Order

CAS
Connected Automotive Systems

87 Eastman Street - South Easton, MA. 02375 (877-263-4897)

Invoice No:	447-634416
Order Date:	7/21/2022
Ship Date	
Ship Via	
Terms:	Pay Options
PO #:	

Order Written By: Will Bletzer 2022-Q3.1

SOLD TO:

BUSINESS/NAME: Pender County Public Works
ATTENTION: Andrew Calkins
STREET ADDRESS: 210 S. Bennett Street
CITY: Burgaw STATE NC ZIP 28425
E-MAIL ADDRESS: ccolvin@pendercountync.gov
PHONE: (910) 619-3145 CELL #

BILL TO:

BUSINESS/NAME:
ATTENTION:
STREET ADDRESS:
CITY: STATE ZIP
E-MAIL ADDRESS:
PHONE: FAX:

SHIP TO:

BUSINESS/NAME:
ATTENTION:
STREET ADDRESS:
CITY: STATE ZIP
E-MAIL ADDRESS:
PHONE: FAX:

P/N	DESCRIPTION OF GOODS AND SERVICES	Load Type	QTY	UNIT PRICE	EXTENSION
FOR-IDS-SCN	**Ford IDS Annual subscription renewal:** Includes 1 year of vehicle updates and calibration files updates.	R	1	$ 900.00	$ 900.00
CAS-TAS-1XX	*CAS Total Annual Support Package Renewal: Includes CAS Technical Support @ Tier-I, Tier-II and Tier-III levels, Warranty extension on all hardware, CAS 'Live-On-Line'TM PC support on CAS Supplied PC's, CAS 'Remote Rescue'TM PC Support on non-CAS supplied PC's, CAS Service Loaner program, CAS Scan Tool Rental program, CAS 'Customers Only' Web access, Subscription Monitoring with Auto-Renew and 10 Month - 0% Interest Balanced Billing payment program.* ***NOTE1: All supported Scan tools and PC's must be listed on this order.*** ***NOTE2: TAS 1 provides technical support for a maximum of one software applications.*** *NOTE3: Does not cover leads or batteries. Does not cover against fire/theft*		1	$ 395.00	$ 395.00
Scan Tool Model & Serial Number	**Ford system support with warranty extension for VCM2 1637-88639577**		1		
Shops present Subscription expires on	**Ford IDS expires on 3/3/2023**		1		

Order Comments:

Payment Method: **We accept major Credit Cards, Business Checks, ship COD and offer Financing.**
Check # :
Check Amount:
Credit Card Information
Card Holder Name
Card Number:
Expir. Date & Security Code:
Card Billing Address w/Zip:

Totals	$1,295.00
Ship & Handle	$ -
Fuel Surcharge	$ -
COD Fee	$ -
Sub Total	$1,295.00
Tax Rate	0.00%
Sales Tax	$ -
TOTAL	$1,295.00
Down or Partial Payment	$ -
BALANCE DUE	$ 1,295.00

CUSTOMER SIGNATURE: _____

***(I hereby authorize C.A.S. of New England, Inc. to obtain, in whatever manner necessary, all information required to assess customers credit worthiness.)*

Connected Automotive Service

We use this company for the diagnostic software for the vehicles in the fleet. These are dealership level diagnostic scan tools that only this company provides. There are cheaper scan tools from local auto parts stores but they cannot compare to these tools, most can only check codes but that's it. When diagnosing using the manufactures procedures you will need something to look at specific data that the cheap tools are not capable of accessing. This company has been around for 27 years and provides excellent customer service.

V# 32160 $1,295.00

560-404500

Renew annual Diagnostic Application for Analyzer used in Vehicle maintenance Department

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Jeremy Drummond
DATE:	August 15, 2022
SUBJECT:	Approve a Purchase Order/Sole Source for Mitchell1 for FY23

SUMMARY:
We are using Mitchell Pro Demand for our fleet repairs and management. We are very pleased with Mitchell and it has proven to be a valuable asset. We use it for repairs as it gets the information from manufacturers website and their wire diagrams can't be beat. It also links with Snap-on scan tools, since Snap-on owns Mitchell, and that has been great for diagnosing vehicles because it works seamlessly with my scan tool to lower diagnostic and repair times. The management software is easy to use and helps use to keep records on repairs and repair costs.

ACTION REQUESTED:
Approve annual Purchase Oder to Mitchell1 in the amount of $2631.00 for computer program for Fleet Services.

We are using Mitchell Pro Demand for our fleet repairs and management. We have used others in the past and they were not well made and they didn't offer the management software. We are very pleased with Mitchell and it has proven to be a valuable asset. We use it for repairs as it gets the information from manufacturers website and their wire diagrams can't be beat. It also links with Snap-on scan tools, since Snap-on owns Mitchell, and that has been great for diagnosing vehicles because it works seamlessly with my scan tool to lower diagnostic and repair times. The management software is easy to use and helps use to keep records on repairs and repair costs.

Carlton E. Colvin Jr.
Foreman - Fleet Services
Pender County Government
210 South Bennett Street
Burgaw, North Carolina 28425
910-259-1259 Office
910-604-8644 Mobile
ccolvin@pendercountync.gov

Make Checks Payable to MITCHELL 1

From the U.S.: MITCHELL1 25029 Network Place, Chicago, IL 60673-1250 — **Federal ID No.:** 33-0734307

From Canada: MITCHELL1 P.O. Box 15358 Station A, Toronto, ON M5W 1C1 Canada — **GST No.:** 888262094RT0001

Correspondence to: MITCHELL1 16067 Babcock Street, San Diego, CA 92127-3690 Ph# (888) 724-6742

US/CN ORDER FORM with Order Terms

ORDER # _____

NEW ACCOUNT? ☐ Yes ☑ No ☐ Has Info Changed? SHIP TO ☐ Rep ☑ Customer ☐ Other

SHIP TO #:	964101	CRP ID:	ASSOC MEMBER #:	PDG or Lead #:	DATE:
CO NAME:	Pender County Fleet SVCRS			OUT OF TERRITORY? (If yes, needs RSM approval) Y ☐ N ☐	
ATTENTION:	Carlton Colvin			FIELD REP # (6 digit account)	
ST ADDRESS:	210 S Bennett St BOX 5			FIELD REP NAME:	
CITY, ST, ZIP:	Burgaw, NC 28425			TM # / TM Rep Name	
PH#:	9102451259	FAX#:		EMAIL:	CMCEWEN@PENDERCOUNTYNC.GOV

☑ Bill to address is the same? If not, complete the following section.

BILL TO #:		CO NAME:	
ATTENTION:			
ST ADDRESS:			
CITY, ST, ZIP:			

PRODUCT	QTY	Subscription NEW / REN	Code	Term	Price**
Select Product: PD Teamworks SE	1	☐ / ☑	GOV		$ 2,616.00
Addl User Manager SE	1	☐ / ☑	Gov	12	$ 15.00
--		☐ / ☐			
--		☐ / ☐			
--		☐ / ☐			
Type Other		☐ / ☐			

***PAYMENT OPTIONS:** Terms & Conditions (see End User License Agreement):*
Customer is responsible for all applicable state or local taxes.

Subtotal	$ 2631.00
+ TAX* if applicable	
TOTAL	$ 2631.00

*If tax exempt, you must attach exempt certificate.

**Pricing good for 30 days excluding promotional pricing which expires at the end of the stated promotional period. Promotional pricing returns to list pricing in renewal term.

DIRECT DEBIT I authorize Mitchell 1 to enroll me in the Direct Debit or credit card payment plan to enable the automatic payment of my Mitchell 1 monthly bill **OR** I agree to change my existing monthly automatic payment by the amount of this order. I authorize the financial institution name below to charge my acccount for payment of my Mitchell 1 bill.

Check one of the payment methods below:

☐ Direct Debit (attach voided check) | ☐ Credit Card Card # _____ Exp: _____

Name on Card: _____

Signature: _____ Date: _____

Remit Payment to Mitchell 1.

FIRST MONTH OR FULL PAYMENT ☐ Check (Ck #: Amt) ☐ P.O. # ☐ Credit Card Card # Name on Card: Exp:

SPECIAL INSTRUCTIONS: Renewal for Pender COunty

THE UNDERSIGNED AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND HAVE RECEIVED AND ACCEPTED THE MITCHELL 1 ORDER TERMS AND CONDITIONS. IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE RESPECTIVE DATE INDICATED ABOVE. CUSTOMER AGREES TO RECEIVE PROMOTIONAL E-MAILS FROM MITCHELL 1. IF CUSTOMER WOULD PREFER NOT TO RECEIVE PROMOTIONAL E-MAILS FROM MITCHELL 1, PLEASE VISIT OUR WEBSITE, www.mitchell1.com/unsubscribe,TO UNSUBSCRIBE.

End User/Owner Signature Print Name Title

Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signatures means any voice recorded or electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, telephone recording or e-mail electronic signatures.

EOF022022

1. Agreement; Order Forms. The agreement between you ("**Customer**") and Mitchell Repair Information Company LLC ("Mitchell 1") includes: (i) these Mitchell 1 Order Terms and Conditions; (ii) the Order Form; and (iii) the End User License Agreement, as may be updated from time to time ("**EULA**") (collectively, the "**Agreement**"). Customer acknowledges and agrees that the Order Form and the registration, payment and other information submitted by Customer on the Order Form is complete and accurate. Any additional terms and conditions set forth on any customer quote, purchase order, or other written documentation from Customer shall be considered void and of no force and effect and are hereby expressly rejected.

2. Services. The Service(s), unless terminated earlier in accordance with the Agreement, will renew automatically on a month to month basis. 30-day notice is required to cancel during any renewal period. Notwithstanding anything herein to the contrary, if the Order From provides for a promotional term, the "**Initial Term**" and "**Renewal Term**" shall be the promotional term defined in the Order Form. The 30 day notice of cancelation stated above shall apply to any promotional term.

2.1 M1 Business Performance Services

2.1.1. Overview. If the Services include Customer Retention Marketing Service Reminders ("**CRM**"), Target Market Promotions ("**TMP**"), Website or other services offered by Mitchell 1 from time to time as further specified on the Order Form (hereinafter individually or collectively referred to as "Service(s)") **Section 2.1.1** through **Section 2.1.4** apply respectively to the Service(s) selected.

2.1.2. Customer Retention Marketing Service Reminders. If Customer selects CRM as set forth on the Order Form, Mitchell 1 agrees to provide the following services:

(a) Extract customer and vehicle information from the automotive facilities management system for the use of Marketing Services (defined below).

(b) Provide "**Marketing Services**" that include service reminder postcards via mail, e-mail service reminders, and thank you e-mails for new customers. Service reminders via mail and e-mail service reminders are limited to unique vehicle/customer records defined as eligible for solicitation based on the payment level chosen on the Order Form. E-mail service reminders will always be sent when an e-mail address is captured by Mitchell 1 via the extraction process or may be obtained by Mitchell 1 through third party e-mail providers.

(c) Manage a database of customer and vehicle information for the Customer.

(d) Send customer and vehicle data to print vendor of Mitchell 1's choice for Marketing Services.

(e) Use data hygiene cleansing processes for data integrity and provide a secure environment for customer data storage.

(f) Provide Customer technical and customer support for CRM services.

(g) If Customer has opted for service recommendations on the Order Form, such recommendations will be added to service reminder postcards and e-mails. Service recommendations will be pulled from the Mitchell 1 Manager program.

(h) If Customer has opted for the Target Market Promotions ("**TMP**") the data for TMP will be provided either from: (i) the Customer's existing customer database and uploaded for use on mailing campaigns, or (ii) for an additional fee and as indicated on the Order Form, Customer may elect to "rent" a customer mailing list through Mitchell 1 from a third party provider. If Customer elects to rent a mailing list as provided in this Section **2.1.2 (h)**, such rented mailing list shall be used only for one (1) mailing event and Mitchell 1 is not permitted and will not in any event provide a list of customers included in a rented mailing list. Standard promotional artwork templates are provided. At Customer's option, Mitchell 1 will create custom templates for a one-time fee of $150 for each unique template requested. The $150 charge includes one (1) change or revision to the custom template.

(i) Customer opting for eCRM e-mail service can choose from an extensive list of pre-existing text coupon templates with the ability to include their own limited text. These pre-existing text coupons can be updated at any time. Custom graphic coupons are available to Customers subscribing to eCRM e-mail service at $150 per request.

(j) Customers opting for monthly postcard service can choose coupons from a large list of coupon design templates and make a maximum of 4 revisions in a twelve (12) month period. Additional custom coupon changes can be completed at $150 per request. There is no limit on switching coupons from the existing coupon template library. Customer opting for Postcard service can choose cover artwork from the existing Mitchell 1 library and receive one (1) custom design per year, and a maximum of two (2) revisions to that custom design. Additional cover art change requests can be completed at $150 per request.

(k) The Customer acknowledges that any content pushed to the Customer's Facebook page by Mitchell 1 is at Facebook's sole discretion to present.

(l) A Website and/or any CRM service provided by Mitchell 1 does not include a guarantee of prominent or "first page" search engine results positioning.

(m) If Customer has opted for Marketing services, the Customer hereby agrees to pay and be fully responsible for the Google AdWords monthly budget of $200.00, to be paid to Google pursuant to its policies. In the event the Customer fails to pay such monthly budget, Customer understands and agrees that it will still be required to pay the CRM monthly Service fee.

2.1.3. OwnerAutoSite.com The Customer acknowledges that Mitchell 1 will be posting consumer service history data on behalf of Customer via a unique Internet login, and Customer accepts full responsibility for any and all content posted to such site, including, without limitation, the completeness and accuracy of any service history or other information included in the consumer's service records.

2.1.4. Manager SE Connection Service (MSEC). Installation of Mitchell1 shop management software also includes the installation of the MSEC application which is required for all product features and add-on products and services to function. As part of this service, Mitchell 1 provides the following:

(a) Real-time database replication and electronic storage of Customer database files on Mitchell 1 servers.

(b) Data updates and additions from Mitchell 1 licensed products and features into the Customer MSEC database, which will be synchronized with the Customer locally-hosted database.

(c) Mitchell 1 customer service personnel to provide web based restoration of the electronically stored Mitchell 1 shop management product database files (to the extent such files are backed up on Mitchell 1 servers).

2.1.5. Mitchell 1 Manager Shop Management Texting Service. Customer acknowledges the following regarding texting service usage:

(a) Mitchell 1 provides the Customer with the ability to send and receive short message service (SMS) text messages. Mitchell 1 texting service includes an unsubscribe mechanism for message recipients.

(b) The Customer located in the United States is responsible for appropriate usage and adherence to all local, state and federal laws as they pertain to sending and receiving text messages.

(c) The Customer located in Canada is responsible for adherence to all local, provincial and federal legislation including but not limited to Canada's Anti-Spam Legislation (CASL).

2.2 Subscriptions. The terms below will apply to the Subscription selected by Customer: The subscription period for any subscription, as set forth in the Order Form ("Subscription"), is effective for an initial term of either twelve (12) or twenty-four (24) months (as selected on the Order Form) following the commencement date ("Initial Subscription Period"). In addition to the applicable Subscription fees, Customer may be required to pay Mitchell 1 a one-time activation fee to commence the Subscription. The activation fee is non-refundable once the Order Form is accepted by Mitchell 1. Mitchell 1 will bill Customer monthly, with payments due within thirty (30) calendar days following the date of the Mitchell 1 invoice. After the Initial Subscription Period, the Subscription Period for this Subscription will renew automatically on a month to month basis (each, a "**Renewal Period**", together with the Initial Subscription Period, the "**Subscription Period**"). 30-day notice is required to cancel during any Renewal Period. A Subscription may not be cancelled by Customer during the Initial Subscription Period. Mitchell 1 reserves the right to change pricing upon notice to Customer prior to each Rental Renewal Period. At the end of the Initial Subscription Period or any Renewal Period, Customer must discontinue use of the Product, any Updates and all documentation.

3. Payments. As applicable, Customer hereby authorizes Mitchell 1 to charge the Customer the fees set forth in the Order Form to the payment card or checking account number provided by Customer. By submitting a payment card or checking account number as the form of payment, Customer represents and warrants that Customer's use of the particular card or checking account is authorized and that all information submitted is true, complete and accurate (including, without limitation, payment card number and expiration date). In doing so, Customer also authorizes Mitchell 1 to charge to the payment card or checking account tendered all amounts payable by Customer to Mitchell 1 based on the Subscription plan selected (including all renewals thereof), including, but not limited to, all fees and any applicable taxes. Customer agrees to update and keep currents its account registration and payment card or checking account information. If Mitchell 1 is unable to process the payment card or checking account at any time, Customer's account may be immediately suspended or terminated and Customer will remain responsible for all amounts payable by Customer to Mitchell 1. Mitchell 1 reserves the right to not renew Customer's account at any time for any reason.

4. License. Subject to the terms and conditions of this Agreement, Mitchell 1 grants to Customer a personal, nonexclusive, nontransferable, limited license to access and use the executable version of the applicable Service or Product during the applicable Subscription Period solely for the purpose of: (i) providing vehicle mechanical services; (ii) estimating vehicle mechanical parts and labor cost estimates; and (iii) conducting vehicle shop management.

Unless the Order Form specifies otherwise, the license shall be for one location, with location referring to a distinct building or site. If the Order Form authorizes more than one user, then the number of users shall be limited to the number set forth on the Order Form. As it pertains to the shop management software, an additional license is required for each additional computer the application is installed on beyond the host machine. The Mitchell 1 Services and Products are not sold or transferred and Mitchell 1 retains ownership of all right, title, and interest in and to the Services and Products and all copies thereof, including, any software applications or content. Except for the rights expressly granted in the Agreement, Mitchell 1 grants no right, title, or interest to Customer in any of the Products or Services or any part thereof.

5. **Export Control.** Mitchell 1's products may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Customer hereby represents and warrants that: (i) Customer is not located in any country to which the United States has embargoed goods or has otherwise applied any economic sanctions; and (ii) neither Customer nor any end-user is a denied party as specified in any applicable export or re-export laws or regulations or similar laws applicable in other jurisdictions. Customer agrees to comply with all applicable export and reexport control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and the ITAR. Specifically, Customer shall not, directly or indirectly, sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Mitchell 1 to any destination, entity, or person prohibited by any applicable laws or regulations of the United States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations.
6. **Third Party Rights.** Customer hereby acknowledges and agrees that certain portions of the content or materials contained in the Products or Services may be licensed by Mitchell 1 from certain third parties (the **"Third Party Beneficiaries"**). The Third Party Beneficiaries are intended beneficiaries of the Agreement and may have the right to enforce the Agreement directly. Other than as expressly set forth above, the Agreement is not intended to, and affirmatively does not, grant rights to any other party or create any other third party beneficiary rights.
7. **Indemnification by Customer.** Customer hereby agrees to indemnify and hold Mitchell 1 and the Third Party Beneficiaries harmless from and against all damages, losses, and expenses of any kind or nature (including reasonable attorney fees and costs) arising out of or related to: (i) Customer breach of the Agreement or any part thereof; (ii) any activity performed by Customer that makes use of the Services or Products; (iii) Customer's wrongful or improper use of the Products or Services; and (iv) Customer's violation, actual or alleged, of any law, regulation, order, or the infringement or violation of any rights of a third party.
8. **Entire Agreement.** The Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement supersedes all prior agreements and understanding between the parties regarding its subject matter. A waiver of any right hereunder does not imply a waiver of any other rights and no waiver alternation modification or amendment shall be effective unless made in writing and signed by authorized representatives of the parties.
9. **Counterparts; Electronic Signatures.** This Agreement and the applicable Order Form(s) may be executed in one or more duplicate originals, all of which together shall be deemed one and the same instrument. Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic signature, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, e-mail, or electronic click-to-accept signatures. Order Forms for Services and Products provided electronically are accepted when Mitchell 1 sends Customer an electronic message confirming the Order Form. All other Order Forms for Services and Products not provided electronically are accepted upon shipment of the Products, licensed FCA shipping point. Order Forms for Services only are accepted when an authorized Mitchell 1 representative signs the Order Form.
10. **Disclaimer of Warranties.** OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT, NEITHER MITCHELL 1 NOR ANY OF ITS AFFILIATES, SUPPLIERS, LICENSORS, OR THIRD PARTY BENEFICIARIES MAKE ANY SPECIFIC PROMISES, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE PRODUCTS OR SERVICES. THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS". EXCEPT AS MAY BE PROHIBITED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INTRINGEMENT, ARE HEREBY DISCLAIMED AND EXCLUDED.
11. **Privacy.** Mitchell 1's privacy policy explains how Mitchell 1 treats your personal data and protect your privacy when you use the Products or Services. By using the Products or Services, you agree that Mitchell 1 may use such data in accordance with the Mitchell 1 privacy policy.

End User/Owner Signature _____

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Jeremy Drummond
DATE:	August 15, 2022
SUBJECT:	Approve a Purchase Order/Sole Source for Campbell Oil for FY23

SUMMARY:
Purchase Order to obtain oil for county vehicles

ACTION REQUESTED:
Approve annual Purchase Order to Campbell Oil in the amount of $3,500.00 for oil for county vehicles.

They spent $4,571.53 with us

Campbell

Detail Format - 1

Product	Description	Invoice Date	Invoice Number	Quantity	Price per Unit	Sales	C
CUSTOMER: 57180646 PENDER CO PUBLIC WORKS							
PRODUCT CLASS: ATFRZ ANTI-FREEZE							
13405	SHL - SHELLZONE MV	07/30/21	3697473	4.0	42.3600	169.44	
		01/14/22	3839061	5.0	42.3600	211.80	
		05/06/22	3937170	3.0	47.5300	142.59	
TOTAL FOR PRODUCT CLASS: ATFRZ ANTI-FREEZE				12.0		523.83	
PRODUCT CLASS: BLKMO BULK MOTOR OIL							
10366	GDP - SHIELD SAE 5	05/24/21	3617287	200.0	8.7600	1752.00	
		12/09/21	3807589	135.2	9.9100	1339.83	
TOTAL FOR PRODUCT CLASS: BLKMO BULK MOTOR OIL				335.2		3091.83	
PRODUCT CLASS: MISC MISCELLANEOUS							
70099	RCC FEE	02/12/21	3557636	1.0	8.9500	8.95	
		05/21/21	3617113	1.0	8.9500	8.95	
		05/24/21	3617287	1.0	8.9500	8.95	
		07/30/21	3697473	1.0	8.9500	8.95	
		05/06/22	3937170	1.0	15.9500	15.95	
TOTAL FOR PRODUCT CLASS: MISC MISCELLANEOUS				5.0		51.75	
PRODUCT CLASS: MTOIL MOTOR OIL							
13937	SUN - ULTRA SYN 5W	12/22/21	3820674	2.0	92.6100	185.22	
40924	CM2 - PROMAX SB 5W	02/12/21	3557636	2.0	51.4200	102.84	
		05/21/21	3617113	1.0	55.9300	55.93	
		09/24/21	3742939	1.0	60.9100	60.91	
59124	CM2 - DEXOS FULL S	02/12/21	3557636	1.0	75.2000	75.20	
		05/21/21	3617113	2.0	77.2800	154.56	
80565-85324	CM2 - SYNAVEX FULL	09/24/21	3742939	2.0	87.9800	175.96	
MOSYN53B6U	PC - SUPREME SYN 5	05/06/22	3937170	1.0	93.5000	93.50	
TOTAL FOR PRODUCT CLASS: MTOIL MOTOR OIL				12.0		904.12	
TOTAL FOR CUSTOMER: 57180646 PENDER CO PUBLIC WO				364.2		4571.53	
TOTAL FOR ALL CUSTOMERS:				364.2		4571.53	

Campbell Oil

We currently, and have in the past, used Campbell Oil Company as the primary oil provider for our bulk oil. We only receive oil from them roughly twice per year. We cannot use anyone else's oil in the tank since Campbell owns the tank, pump, hose reels and hand dispensers.

We investigated buying our own tank and equipment, but it is costly, and we would still need an oil supplier. So, for those reasons we have stayed with Campbell, and we are pleased with the service they provide.

V#8287 560-401700 oil for county vehicles

$3500.00

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Vanessa Lacer
DATE:	August 15, 2022
SUBJECT:	Request for approval of a Budget Ordinance Amendment for Transportation Infrastructure Resiliency Fund Grant

SUMMARY:
In March 2022, Pender County Planning and Community Development staff submitted a grant application to fund a Resiliency Analysis of the NC 210 corridor between US 17 in Hampstead, NC and Interstate 40 in Rocky Point, NC. In June 2022, Pender County was notified of a grant award in the amount of $200,000 funded at 100% through the North Carolina Emergency Management (NCEM) Transportation Infrastructure Resiliency Fund.

ACTION REQUESTED:
Approval of Budget Ordinance Amendment

ATTACHMENTS:
1. Budget Ordinance Amendment
2. Memorandum of Agreement Packet

Tuesday, July 26, 2022

Pender County Budget Ordinance Amendment

Date Tuesday, July 26, 2022

Board Meeting Date (If Applicable) Monday, August 15, 2022

Fiscal Year FY 2022-2023

Fund 60 - CIP

Department 653 - PLANNING DEPARTMENT

Purpose of Request
Receive NCEM grant funds.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-348801-6472	NCEM Grant	200,000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-404500-6472	Contracted Services	200,000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 200000

Total Expenditures 200000

Budget Amendment Balances when Zero. 0

Prepared By: Vanessa Lacer

Email vlacer@pendercountync.gov

Emergency Management Transportation Infrastructure Resiliency Grant (TIRG)
Memorandum of Agreement (MOA)

between

Grantor:	Recipient:
State of North Carolina Department of Public Safety Emergency Management	Pender County P.O. Box 1519 Burgaw, NC 28425
MOA# NCEM-TIRG1021 NCAS Cost Center: 2E03	Award amount: $200,000 Period of performance: 7/1/2022 to 12/31/2023

1. **Purpose**

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities and procedures to implement the terms and conditions for the above Grant. This MOA is to set forth terms by which Grantor, State of North Carolina through NC Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM), shall provide funding to the Recipient to facilitate transportation resilience against natural disasters and more specifically to accomplish the Scope of Work as outlined within the Grant Application (See Appendix 2)

2. **Authority**

This grant award and MOA are authorized under the provisions of: (1) NC Appropriations Act of 2021, *Sections 5.2(a-d), and Section 5.9(a)(4)* of Senate Bill 105 / SL 2021-180, (2) N.C.G.S. §166A-19.12(13), and (3) FY 2021-2022 Transportation Infrastructure Resiliency Fund (NOFO):

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Recipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. **Compensation**

Payment to Recipient for expenditures under this MOA will be reimbursed after Recipient's (Requests for Reimbursement) is submitted and approved for eligible scope of work activity. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided (as outlined in Appendix 4).

Recipient must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 7 below regarding compliance.

4. **Conditions**

These funds are provided by Grantor (NCEM on behalf of State of North Carolina) The following conditions must be adhered to during the entire duration of the grant program:

A. Recipient must:

i. Have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or http://fedgov.dnb.com/webform. After April 4, 2022, Recipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM.

ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all awards from Grantor. SAM information can be found at http://www.sam.gov. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.

B. Recipient must submit the following documents to Grantor at NCEMLTR.Grant@NCDPS.gov upon execution and submission of this MOA:

i. W-9 (09 NCAC 03M .0202)

ii. Electronic Payment / Vendor Verification Form (09 NCAC 03M .0202)

iii. Conflict of Interest Policy (G.S. 143C-6-23.(b))

iv. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

C. File Retention

Recipient is required to maintain records and (invoices) of this grant for five years after termination of the grant, or audit if required, or longer where required by law. Recipient must maintain a separate file for each grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

i. Resolution or other official documentation relating to the acceptance or adoption of the grant award.
ii. MOA, and supporting appendices.
iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
iv. Audit findings and corrective action plans.
v. Request for Reimbursements and documentation
vi. Closeout Request and documentation
vii. Pre and Post photo documentation for all permanent work projects

5. **Regulation**

Recipient certifies that it understands and agrees that funds will only be expended for the project as outlined in the grant application and incorporated by reference herein. The Recipient and Grantor certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Grantor is duly authorized to commit the Recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Recipient; and that all agencies involved with this project understand that all funds are limited to the period of performance.

6. **Supplanting**

Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/ financial procedures as requested.

7. **Compliance**

Recipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and

other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. Recipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance and/or termination of the award per 09 NCAC 03M.0801. Additional conditions may also be placed on the Recipient for noncompliance with the specified terms and conditions of this MOA, including, but not limited to, additional monitoring and possible placement of Recipient on the Suspension of Funding List (SOFL) maintained by the State Office of State Budget & Management (OSBM) https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos.

8. **Responsibilities**

Grantor:

A. Grantor shall provide the funding described herein to Recipient to perform the activities as described herein.

B. Grantor shall conduct a review of the project to ensure Recipient is progressing toward completion of the SOW.

C. Grantor shall verify the completion of the project thru the closeout process.

Recipient:

A. This MOA must be signed and returned to NCEM within 45 days after Recipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award (MOA) and date of final approval by the Director of Emergency Management.

B. Recipient shall expend funds in accordance with this MOA.

C. Recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified in N.C.G.S. Chapter 143, Article 3, Purchases & Contracts.

If Recipient utilizes local procurement policies, Recipient is required to submit a copy of the applicable policies they followed and demonstrate that they complied with those policies, including competition as required.

Recipient is required to check the federal System for Awards Management (SAM), https://sam.gov/content/exclusions and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors, to verify that all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.

D. Provide quarterly progress reports to NCEM within 10 days from end of the calendar year quarter to the following email: NCEMLTR.Grant@ncdps.gov.

E. Requests for Reimbursement (RFR)

Recipient must submit RFR, with all required documentation attached, to NCEM at NCEMLTR.grant@ncdps.gov. Grantor will reimburse Recipient for eligible costs as determined by Grantor. Recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from Grantor. Recipient must submit Request for Reimbursement per appendix 4.

F. Closeout Reporting Requirements

Recipient must submit to Grantor, no later than 90 calendar days after the end date of the period of performance or completion of the project, whichever is sooner, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

i. A closeout letter indicating that the project is now 100% complete, that all funds were used for the purpose appropriated and ready for final inspection.

ii. A complete accounting of how all grant funds were used thru the Summary of Documentation (SOD)Form which lists all labor, material, equipment, and contract invoices with corresponding checks or other proof of payment making up the total spend for the project.

iii. Copies of all invoices and a copy of proof of payment (both front and back of cleared check is required) as listed on the SOD form.

iv. Bid documents (solicitation, bid evaluations, etc.), contracts.

v. Insurance documentation on equipment or property purchased under this award or letter indicating lack of insurability

vi. Pictures prior to the start of the project and when complete for permanent work type grants.

G. Non-Supplanting Requirement. See paragraph 6 (Supplanting).

H. Recipient shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:

i. Recipient shall take and maintain a physical inventory of all equipment purchased with funds awarded under this grant. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with

a value of less than $5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Grantor. The grant summary, cost reports with backup documentation, certificate of title, and any other Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

ii. Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

iii. Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.

I. Property and Equipment. Property and equipment purchased with these funds shall be titled to Recipient, and Recipient shall be responsible for the custody and care of any property and equipment purchased with funds furnished for use in connection with this MOA. Grantor will not be held responsible for any property purchased under this MOA. Recipient must obtain any necessary insurance where said insurance can be reasonably obtain and provide proof of insurance as part of any Reimbursement Request or Closeout.

Recipient must utilize all property and equipment as intended in their project application to Grantor.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified paragraph 7, Compliance, above.

J. Indirect Costs. No indirect or administrative costs will be charged to this award.

K. Conflict of Interest. Per N.C.G.S. § 143C-6-23(b), Recipient is required to file with Grantor a copy of Recipient's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Grantor may disburse any grant funds.

In conjunction with providing the conflict of interest policy to Grantor, Recipient must disclose in writing to Grantor, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of this grant award.

This includes Recipient's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. All Recipients must disclose in writing to Grantor, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, Recipient must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

L. Recipient must have an acceptable local travel regulation plan or accept the state travel regulations. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed state rates and must be supported by documentation. International travel is not be eligible under this MOA.

9. **Funding**

Pursuant to N.C.G.S 143C-1-1, the Recipient understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, Grantor will pay for services and goods acquired and obligated on or before the notice of agreement termination.

10. **Taxes**

Recipient shall be considered to be an independent Recipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the Recipient under this grant.

11. **Warranty**

Recipient will hold Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person

or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. **State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M**

North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every non-state entity (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for Recipients to meet these requirements: https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance.

Level I (Less than $25,000)

A grantee receiving less than $25,000 (combined) in State or Federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than $25,000.
- Level I form and reporting instructions are available on the above website.

Level II ($25,000 - $499,999)

A grantee that receives between $25,000 - $499,999 (combined) in State or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of $25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

Level III ($500,000 - $749,999)

A grantee that receives a combined $500,000 or more in State funding or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of $25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 15 below for audits.

Level III Continued ($750,000+)

A grantee that receives a combined $750,000 or more in funding from all Federal funding sources, even those passed through a state agency must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of $25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
- Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
- Post the single audit to the Federal Audit Clearinghouse (https://harvester.census.gov/facweb/).
- Make copies of the single audit available to the public. See paragraph 15 below for audits.

13. **Audit Requirements**

Per 09 NCAC 03M.0205, a Recipient that receives a combined **$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the Recipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): https://www.gao.gov/yellowbook.

If Recipient is a unit of local government in North Carolina, Recipient may also be subject to the audit and reporting requirements in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change (*see* Local Government Commission for more information).

14. **Points of Contact (POC)**

To provide consistent and effective communication between Recipient and Grantor, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantor contact shall be the Grants Manager listed on the NoFO or as amended. Recipient POC shall be the person designated by the Recipient. Recipient is required to keep Grantor informed of any changes in POC over the course of the period of performance. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.

B. Is or becomes part of the public domain, through no fault of the receiving party.

C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

D. Is independently developed at the receiving party by someone not privy to the confidential information.

15. **Public Records Access**

All information maintained by Grantor in connection with this MOA and grant award is subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes and is subject to public records requests through NCDPS.

16. **Contracting/Subcontracting**

If Recipient contracts/subcontracts any or all purchases or services under this MOA, then Recipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Recipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold Grantor harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. If Recipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to Grantor. A contractual arrangement shall in no way relieve Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

17. **Situs**

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

18. **Antitrust Laws**

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

19. **Other Provisions/Severability**

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

20. **Entire Agreement**

This MOA and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

21. **Modification**

This MOA may be amended only by written amendments duly executed by Recipient and Grantor.

22. **Termination**

Either party, upon sixty (60) days advance written notice to the other, may terminate this MOA.

23. **Scope of Work**

Recipient shall implement the project as described in the approved project application. That application is hereby incorporated into this MOA in Appendix 2.

24. **Execution and Effective Date**

This grant shall become effective upon return of this original Grant Award(MOA), properly executed on behalf of the Recipient, and upon execution of all parties to this MOA. The last signature shall be that of the Director of NC Emergency Management.

25. **Certification of eligibility - Under the Iran Divestment Act**

Pursuant to N.C.G. S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran

B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List

C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, direct questions to (919) 814-3852.

26. **Attachments**

All attachments to this Agreement are incorporated as if set out fully herein.

A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.

B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:

i. Appendix 1 - Notice of Funding Opportunity (NoFO)
ii. Appendix 2 - Scope of Work or Grant Application
iii. Appendix 3 - Award letter
iv. Appendix 4 – Required Documentation for Reimbursement Request.

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective upon signature of all parties with the signature of the Director of Emergency Management establishing the effective date.

NC Department of Public Safety
Division of Emergency Management

1636 Gold Star Drive
Raleigh NC 27607

By: _____

Date: _____
William C. Ray
Director NC Emergency Management

APPROVED AS TO FORM:

By: _____

Date: _____
William Polk
Department of Public Safety
Deputy General Counsel

Pender County

P.O. Box 1519
Burgaw, NC 28425

By: _____

Date: _____
Name: _____
Title: _____

By: _____

Date: _____
Name: _____
Title: _____

By: _____

Date: _____
Name: _____
Title: _____

Appendix 1

21 February 2022

NOTICE OF FUNDING OPPORTUNITY (NOFO):
North Carolina Emergency Management (NCEM)
Emergency Management Transportation Infrastructure Resiliency Fund

NCEM is now accepting Applications for grants funded thru the Emergency Management Transportation Infrastructure Resiliency Fund. Eligible applicants are State agencies, units of local government and nonprofit corporation to facilitate transportation resilience against natural disasters. Applications must be received by NCEM no later than Close of Business (5pm) on **31 March 2022**.

Who?

The State is seeking applications for Emergency Management Transportation Resiliency Grants. State Agencies, units of Local governments (municipal/county/state-recognized tribal) and nonprofit corporations may submit applications for projects to the State Emergency Management Long-Term Recovery Group, who will convene a panel to score and rank the projects. Nonprofit corporation projects are limited to nonsectarian or nonreligious purposes or facilities which addressed such items in the section below.

What?

Funds can be used to ensure transportation resilience against natural disasters. Total available funding for this grant program is $15,000,000 with the anticipated number of grants available between 5-30. Projects can be 100% funded with no cost share and are paid on a reimbursement basis.

Proposals are expected to fully explain how the project will mitigate the damages or access to transportation infrastructure from natural disasters. Funds may be used for any of, and activities consistent with, the following:

1) Projects that update and prepare transportation infrastructure for storms, mudslides, and flooding events taking projections of future risk into consideration.
2) Risk assessments for critical transportation routes, building on existing and future reports such as the I-95 and I-40 Flood Resilience Feasibility Study.
3) Creating community-informed flood risk and vulnerability assessments that identify resilience gaps and project opportunities for transportation routes in North Carolina to help maintain vital transportation functions following flooding events.

Where?

Applications must be submitted in full to the following email address: NCEMLTR.grant@ncdps.gov
Application will be reviewed for completeness with completed applications scored and ranked.

When?

Key Target Dates:

21 February 2022	NOFO Released
31 March 31, 2022	**Application Deadline**
30 April 2022	NC Review Panel Scoring completed
15 May 2022	Selected Applicants Begin to be Notified
May-July 2022	Complete and Sign grant agreements

How?

The Period of Performance (POP) is up to 36 months, starting on the date of the recipient's award. This process starts with the application Submission as outlined below.

Application/Submission Information and Instructions

Application deadline 31 March 2022 (5:00PM)

Application to be submitted to NCEMLTR.grant@ncdps.gov with subject line "Applicant name - NCEM Transportation Infrastructure Resiliency Grant"

Application email should include a pdf attachment containing the following. Please follow the 6-point outline below and include information for each number as completeness will be used as part of the selection: (scoring weight in brackets):

1) Applicant Name, Address, Contact Information, and Project Name, Nonprofit corporations should also include the "Certificate of Existence from the NC Secretary of State, bylaws, and documentation to support ownership or right for project specific facility. (10)
2) General description of the Project. (15)
3) Describe how the project provides resiliency or the assessment will inform changes to transportation infrastructure. (35)
4) Scope of Work (SOW) and cost estimate for the project to achieve #3 above, including an understanding of how the estimate was achieved. (20)
5) Timeline from approval of Grant to project completion. (10)
6) How and who will manage the project if awarded and their qualifications. (10)

Characteristics of competitive proposals include:

- Efforts to mitigate against frequent disruptions to transportation infrastructure from nature disasters.
- Clear benefit for residents, businesses, and other entities within a community with priority on those where loss or limited access to transportation infrastructure poses a risk for life, health, and safety.
- A demonstrated likelihood of success and feasibility demonstrated by reports, engineering reports and analysis by professional engineers, etc.
- A current (within the last six months) estimate of probable cost or another similar document
- Link to a comprehensive planning effort with community support.
- Sustainable outcomes that can be maintained following use of funds.
- A reasonable strategy for implementation.

For more information, contact:

Joe Stanton – Assistant Director Long-term Recovery	Joe.Stanton@ncdps.gov	919-218-6325
Jeff Welker – Grants Manager	Jeffrey.Welker@ncdps.gov	984-222-4159

Projects that are selected will require applicants to sign a Grant Agreement (MOA) and will be expected to comply with the terms of the agreement, including reporting and interim and final inspections as necessary or risk timely payment or funding. Also, applicants will be required to submit the below listed OSBM required documents/forms with the signed MOA if awarded a grant under this fund:

- W-9 (09 NCAC 03M .0202)
- Electronic Payment / Vendor Verification Form (09 NCAC 03M .0202)
- Conflict of Interest Policy (G.S. 143C-6-23.(b))
- Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

Appendix 2

Pender County
Planning and Community Development

Planning Division
805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Pender County, North Carolina - NCEM Transportation Infrastructure Resiliency Grant Application

Please follow the 6-point outline below and include information for each number as completeness will be used as part of the selection: (scoring weight in brackets):

1) **Applicant Name, Address, Contact Information, and Project Name, Nonprofit corporations should also include the "Certificate of Existence from the NC Secretary of State, bylaws, and documentation to support ownership or right for project specific facility. (10)**

    a. **Applicant Name:** Pender County

    b. **Address:** P.O. Box 1519, Burgaw, NC 28425

    c. **Contact Information:** Travis Henley, Director, Pender County Planning and Community Development, (910) 259-2110, thenley@pendercountync.gov

    d. **Project Name:** NC 210 Hurricane Evacuation Route Resiliency Analysis

2) **General description of the Project. (15)**

The proposed project is a Resiliency Analysis of the North Carolina Highway 210 Hurricane Evacuation Route corridor between US 17 in Hampstead, NC and Interstate 40 in Rocky Point, NC. As shown on the North Carolina Department of Transportation (NCDOT) Coastal Evacuation Routes Map, provided as Attachment 1, the approximately 13-mile corridor is the Hurricane Evacuation Route for the Hampstead, Topsail Beach, Surf City, and Rocky Point communities. However, the route has historically experienced significant flooding in 3-4 known locations during and after hurricane or large storm events. In the aftermath of Hurricanes Matthew and Florence, the NC 210 corridor was impassable for an extended period cutting off access to communities along the roadway and preventing evacuees from returning to their homes.

The deficiencies of the NC 210 Hurricane Evacuation Route affect the most densely populated areas in the County and about 29% of all Pender County residents. According to the 2020 Census the estimated population of the communities served by the Hurricane Evacuation Route, Hampstead, Topsail Beach, Surf City, and Rocky Point, was 17,195 or 28.5% of the total population of Pender County. Traffic count data also support the need for increased resiliency as NCDOT traffic counts for the NC 210 project corridor show that the Annual Average Daily Traffic (AADT) in 2020 in three key locations (near I-40, mid-way, and near Hampstead, respectively) was 5,800 AADT, 980 AADT, and 1,040 AADT. Deficiencies of the Hurricane Evacuation Route already

affect the life, health, and safety of current residents during and after storm events, but disaster risk will only continue to increase as we deal with a changing climate and a projected 20% increase in population in the County by 2030, with much of that growth expected to be in the densest communities along the project corridor.

Growth in the project corridor is already underway as multiple new neighborhoods have recently been completed or are currently under construction along or near this corridor, with hundreds of new homes between them. Residents within those neighborhoods will depend on NC 210 to connect them to jobs, schools, and goods and services. An additional project, known as Lanes Ferry Landing, is located near Rocky Point, and is approved for nearly 2,700 homes, all of which will utilize NC 210 for ingress and egress to the subdivision. This corridor also will have an interchange with the under-construction Hampstead Bypass (NC 417), which will provide a freeway bypass from the Hampstead community and connect to the I-140/NC 140 Wilmington Bypass. The interconnectivity with the Hampstead Bypass will further increase the importance of NC 210 as a major corridor connecting the eastern side of Pender County to I-40.

Pender County must take proactive steps in the near term to improve the resiliency of the Hurricane Evacuation Route for current residents and in preparation for upcoming population growth. The Evacuation Route must be made more resilient to flooding from hurricane and storm events to protect the life, health, and safety of Pender County families residing in the Hampstead, Topsail Beach, Surf City, and Rocky Point communities. The goal of the proposed Analysis is to improve the resiliency of the Hurricane Evacuation Route by identifying the NC 210 roadway's deficiencies and providing actionable recommendations for improved resiliency.

To accomplish the goals of assessing deficiency and recommending actions to improve resiliency, Pender County proposes a resiliency analysis of the NC 210 Hurricane Evacuation Route to include the following directives:

- Identify and analyze specific barriers to resiliency along the corridor;
- Identify potential solutions to improve the resiliency of the corridor to address those specific barriers; and
- Recommend actions or improvements to maintain the corridor from a transportation infrastructure, land use planning, and floodplain management perspective.

3) Describe how the project provides resiliency or the assessment will inform changes to transportation infrastructure. (35)

A resiliency assessment of the NC 210 corridor between 1-40 in Rocky Point and US 17 in Hampstead will identify vulnerable areas along the corridor and recommend treatments to improve resiliency. This will provide the North Carolina Department of Transportation (NCDOT) with the data to support more resilient design characteristics when roadway projects are undertaken to mitigate vulnerabilities in this area. As Pender County continues to grow, further upgrades to our transportation infrastructure will be needed to ensure the efficient movement of people, goods, and services across the County.

The project will inform changes to transportation infrastructure as future projects can be designed to incorporate recommendations from the assessment, thereby accomplishing the goal of increasing the resiliency of the corridor through the existing transportation improvement processes. As growth continues, the County will work with the Wilmington Urban Area Metropolitan Planning Organization (WMPO), Cape Fear Rural Planning Organization (CFRPO), and NCDOT to analyze the corridor and determine what improvements are necessary to keep the corridor at an acceptable level of service. From there, specific projects are to be submitted through the State Transportation Improvement Program (STIP) for prioritization and funding.

4) Scope of Work (SOW) and cost estimate for the project to achieve #3 above, including an understanding of how the estimate was achieved. (20)

A goal of the proposed Analysis is to provide actionable steps that the County can take to ensure we have a resilient transportation network that can function effectively as an evacuation route for the eastern portion of the County during hurricane events. We expect the engineering/consulting firm that we hire will work with the County and the community to help us better define what resilience means for the NC 210 corridor. It is important that we define resilience, which is our ultimate goal, and then work to achieve that goal through the recommendations of the report. For example, will resilience mean building to the 100-year storm interval or to the Hurricane Florence interval (500+-year storm), and what is an acceptable benefit-cost ratio for the recommended resiliency measures.

We expect that hydraulic and hydrologic modeling will be completed to establish baselines for storm conditions and impacts to NC 210. This will show the varying impacts storms of different scales will have on the roadway. For example, how will a 50-year storm impact the highway versus a 100-year storm.

Using those hydraulic and hydrologic models, we expect to receive recommendations about how to make the NC 210 corridor more resilient. Those recommendations may include:

- Elevating the road
- Increasing the conveyance under the road to allow more water to flow without overtopping the road
- Widening the road
- Establishing detours or possible detours for evacuees
- Stabilizing or armoring the creek banks and/or river banks
- Constructing flood control structures

We will be seeking cost estimates for any recommended work, which will help us apply for future funding and allocate money locally for larger scale capital projects. This will allow the County and other governmental agencies to prioritize projects that incrementally improve resilience over time.

From conversations with the Wilmington Urban Area Metropolitan Planning Organization (WMPO), NCDOT Division 3, and Wood Environment & Infrastructure Solutions, Inc (the consultant for the 2019 I-95/I-40 Flood Resilience Feasibility Study), we estimate the cost of the proposed NC 210 Hurricane Evacuation Route Resiliency Analysis to be $200,000. All three entities agreed that a high level of technical expertise was needed in order to meet the goals of identifying deficiencies and recommending actionable steps to ensure a resilient transportation network. The estimated cost of $200,000 was found to be appropriate based on the goals of the proposed analysis and the cost of past studies such as the 2019 I-95/I-40 Flood Resilience Feasibility Study that achieved similar results.

5) Timeline from approval of Grant to project completion. (10)

The proposed project timeline of 17 months is compliant with the grant's requirement of a 36-month period of performance.

Project Timeline July 2022-November 2023 (17 Months)		
Milestone	**Description**	**Completion Date**
Approval of Grant	Complete and sign grant agreements	May-July 2022
Release RFQ	RFQ published by Pender County	September 1, 2022
Select Vendor	Staff Project Team scores vendor proposals, interviews and selects vendor	September 30, 2022
Approve Contract	Pender County Commissioners approve vendor contract	October 17, 2022
Project Kickoff	Project development begins	November 1, 2022
Project Development	Regular meetings with staff Project Team to review progress	November 2022-August 2023
Project Review	County Manager and Emergency Services review final document	September 2023
Project Finalization	Any needed changes, based on project review, are made	October 2023
Project Completion	Resiliency Study is made available to the public, and is presented to Pender County Commissioners and stakeholders	November 2023

6) How and who will manage the project if awarded and their qualifications. (10)

If awarded funding, a project management team of Pender County staff to include Tommy Batson, Emergency Management Director, Justin Brantley, Senior Planner, and Daniel Adams, Floodplain Administrator would be led by Travis Henley, Director of Planning and Community

Development, and Vanessa Lacer, Long Range Planner. Mr. Henley holds a Master in Public Administration, and is an Association of State Floodplain Managers (ASFPM) nationally certified floodplain manager (CFM). Mr. Henley has experience managing multiple major projects, including an update to the County's Unified Development Ordinance, a County Streets Plan, and many other projects in addition to participating in many long-range planning efforts led by Pender County and by the Wilmington Metropolitan Planning Organization. Ms. Lacer holds a Master in Public Administration and has 7 years of planning, program, and project management experience, including one year as an NCDOT Planning Apprentice. She has led teams, as project manager, on multiple transportation projects including two Coordinated Transportation Plans, a Transit Asset Management Plan, and several Customer Input Survey efforts. She has also been a principal participant on project teams for efforts such as a Short Range Transit Plan and a Transit Network Redesign.

The project management team will release an RFQ to select and engage a consultant with the appropriate technical and engineering expertise to complete the Resiliency Analysis. A consultant will be engaged as the County does not currently have staff with the appropriate expertise to evaluate the NC 210 corridor and propose resiliency measures. Regular meetings of the project team will be held to review the data collected by the consultant and provide feedback on the draft Analysis. Before finalization, the draft Analysis will also be reviewed by Chad McEwen, Pender County Manager, as well as Pender County Emergency Services staff.

7) Supporting Information:

Efforts to mitigate against frequent disruptions to transportation infrastructure from nature disasters.

In addition to being a posted hurricane evacuation route, the corridor is also an important fire evacuation route as it is located near Holly Shelter Game Land, a 75,000-acre tract of undeveloped land that is often susceptible to wildfires in dry conditions. Any mitigation efforts or improvements made to the corridor as a result of the proposed Analysis will benefit the surrounding communities during both flooding and fire events.

Based on an analysis completed by the National Institute of Building Sciences, hazard mitigation work saves $6, on average, for every $1 spent. Therefore, understanding the investment value of hazard mitigation work, we expect that the results of this analysis will lead to improvements that save taxpayer money over time. This analysis will provide the foundation for the infrastructure investment in NC 210 to be maximized.

Clear benefit for residents, businesses, and other entities within a community with priority on those where loss or limited access to transportation infrastructure poses a risk for life, health, and safety.

The loss or limited access to transportation infrastructure via the hurricane evacuation route on NC 210 poses a risk for life, health, and safety to Pender County residents in the Hampstead, Topsail Beach, Surf City, and Rocky Point communities. As shown in the aftermath of hurricanes Matthew and Florence, as well as other significant rain events, NC 210 is susceptible to flooding

in multiple locations between I-40 and US 17. Flooding in 3-4 locations on NC 210 is severe enough to render the roadway impassable, sometimes for extended periods of time. Residents along NC 210 could become trapped by floodwaters at their homes, with no means of evacuation and others could become trapped on congested roadways in hurricane conditions as they try to navigate an alternate route. Without an east/west connection to I-40 via NC 210, residents of the Hampstead, Surf City, Topsail Beach. And Rocky Point communities would have to travel south on US 17 to Wilmington to access I-40, causing additional roadway congestion and delay during an evacuation event.

During Hurricane Florence, there were 1,600 rescues in the County for people who were unable to evacuate from their homes. An ancillary benefit of improving the resilience of the NC 210 corridor is fewer rescues during flood events. This reduces the stress on emergency services personnel and allows them to prioritize rescue operations, focusing resources on people with disabilities or those who need medical attention.

A demonstrated likelihood of success and feasibility demonstrated by reports, engineering reports and analysis by professional engineers, etc.

The proposed NC 210 Hurricane Evacuation Route Resiliency Analysis is supported by the two major transportation entities in the project area, NCDOT Division 3 and the Wilmington Urban Area Metropolitan Planning Organization (WMPO), as demonstrated by the enclosed resolution and letter of support. This support shows that resiliency improvements to the NC 210 hurricane evacuation route are desired, and implementation is feasible.

A current (within the last six months) estimate of probable cost or another similar document

From conversations with the Wilmington Urban Area Metropolitan Planning Organization (WMPO), NCDOT Division 3, and Wood Environment & Infrastructure Solutions, Inc (the consultant for the 2019 I-95/I-40 Flood Resilience Feasibility Study), we estimate the cost of the proposed NC 210 Hurricane Evacuation Route Resiliency Analysis to be $200,000. All three entities agreed that a high level of technical expertise was needed in order to meet the goal of identifying actionable steps to ensure a resilient transportation network. The estimated cost of $200,000 was found to be appropriate based on the goals of the proposed analysis and the cost of past studies such as the 2019 I-95/I-40 Flood Resilience Feasibility Study that achieved similar results

Link to a comprehensive planning effort with community support.

Previous Planning Efforts- 2019 I-95/I-40 Flood Resilience Feasibility Study

The proposed NC 210 Resiliency Analysis builds upon the Secretary of Transportation-commissioned 2019 I-95/I-40 Flood Resilience Feasibility Study. The I-95/I-40 Flood Resilience Feasibility Study evaluated and identified options to increase flood resilience on the following corridors: I-95 from Benson to South Carolina; I-40 from Benson to Wilmington; and NC 24 Connector from I-95 to I-40. However, the I-95/I-40 Study did not include the more southern NC 210 hurricane evacuation route that connects US 17 (a North Carolina Strategic Transportation

Corridor) to I-40. The proposed Analysis would extend the reach of the I-95/I-40 Study and meet the Study goals of assessing the vulnerability of the State's infrastructure to natural disasters and initiating strategies to mitigate against future flooding disasters.

Previous Planning Efforts- 2018 Pender 2.0 Comprehensive Plan

The proposed NC 210 Hurricane Evacuation Route Resiliency Analysis is supported by the 2018 Pender 2.0 Comprehensive Land Use Plan, which included community support through robust public input, and adoption by the Pender County Board of Commissioners (a body elected by Pender County residents). A map from the 2018 Pender 2.0 Comprehensive Land Use Plan showing expected storm surge from hurricanes along the NC 210 Hurricane Evacuation Route is provided as Attachment 2. This map was created prior to Hurricane Florence.

One objective and two policies from the Pender 2.0 Comprehensive Land Use Plan directly support the proposed Analysis:

- Objective 3.2: Protect Against Damage From Hurricanes, Severe Weather, or Other Hazards: The County shall be proactive in its efforts to minimize damage and threats to public health and safety associated with hurricanes, severe weather, and other hazards and work to implement the *Southeastern NC Regional Hazard Mitigation Plan*.
- Policy 3.2.A: Hazard Mitigation Planning: The County supports proactive hazard mitigation planning. The Comprehensive Land Use Plan and the Hazard Mitigation Plan should be consistent with one another. The *Southeastern NC Regional Hazard Mitigation Plan* policies are formally included as a reference herein as part of the policy of the County's Comprehensive Land Use Plan.
- Policy 4.2.A Safety: The County supports safety as a primary concern for all transportation-related projects.

Previous Planning Efforts- 2021 Southeastern North Carolina Regional Hazard Mitigation Plan

The proposed NC 210 Hurricane Evacuation Route Resiliency Analysis is supported by the 2018 State of North Carolina Hazard Mitigation Plan. The purposes of the NC Hazard Mitigation Plan are to identify hazards and corresponding actions that will reduce the loss of life and property as a result of a disaster. The proposed Analysis will fulfill those same purposes.

Three Pender County Mitigation Action Plan strategies included in the 2021 Southeastern North Carolina Regional Hazard Mitigation Plan directly support the proposed Analysis:

- Strategy PC8: At the staff level, work with the North Carolina Department of Transportation (NCDOT) to identify and develop resolutions for drainage issues created by NCDOT facilities, including inspections of channels, retention basins, and, as needed, pursue debris removal.

- Strategy PC32: Explore ways to create linkage between the Pender 2.0 Comprehensive Land Use Plan and hazard mitigation through the Emergency Management Department.

Sustainable outcomes that can be maintained following use of funds.

A goal of the proposed NC 210 Hurricane Evacuation Route Resiliency Analysis is to identify actions to increase the resiliency of the NC 210 hurricane evacuation route corridor. If the ultimate outcome of the project is roadway improvements, NCDOT would continue to maintain NC 210, inclusive of any new roadway improvements. Additionally, if other actions, such as detours, etc. were recommended, Emergency Management staff at the state and local level would be able to add new recommendations to existing and ongoing disaster prevention efforts. For any action taken to improve the resiliency of the NC 210 hurricane evacuation route, as a result of the proposed Analysis, the entities necessary to ensure sustainability post-implementation are already in place.

A reasonable strategy for implementation.

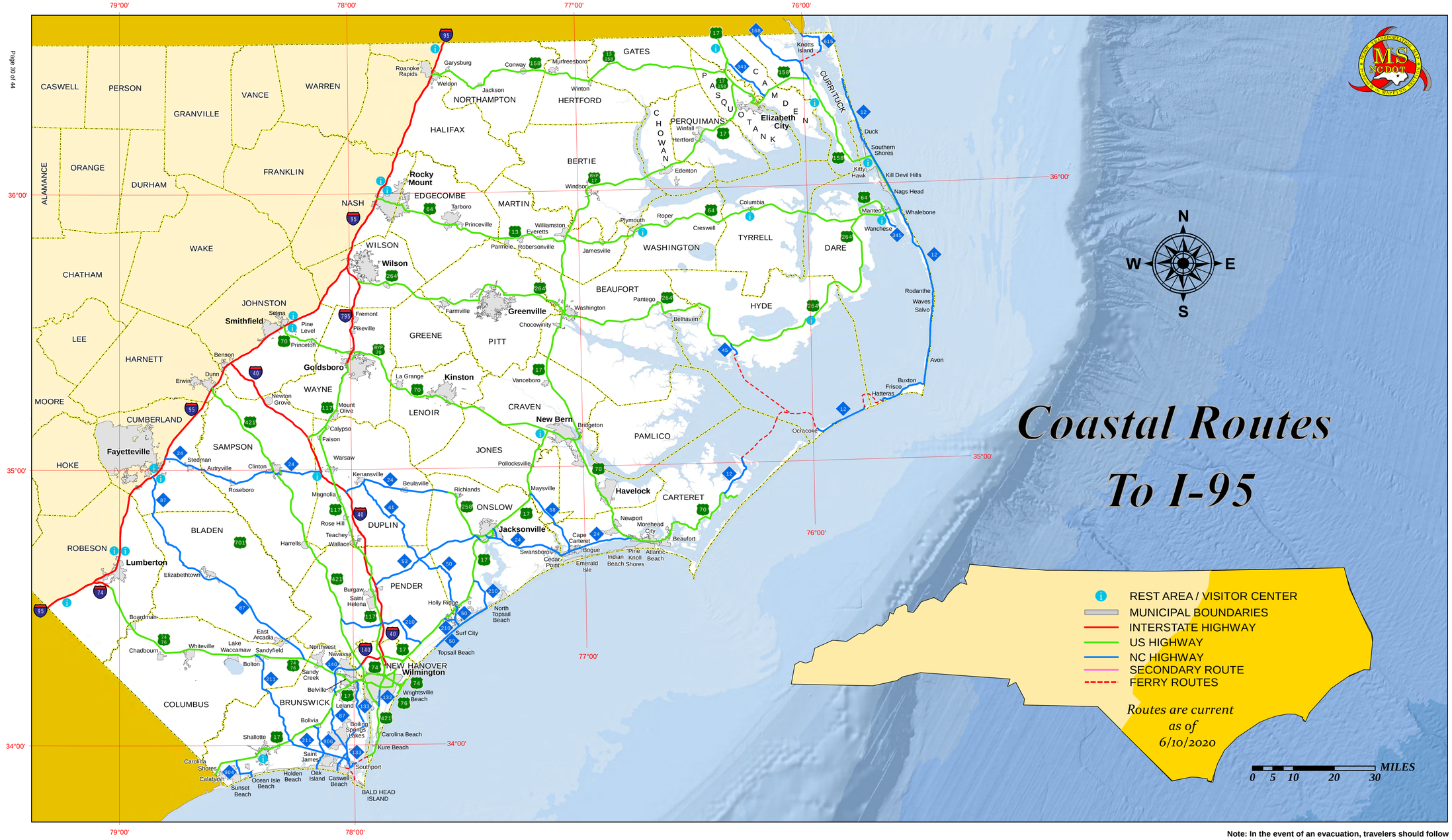
The proposed Analysis will include specific recommendations for improvements and cost estimates. Once the appropriate action(s) and cost(s) are known, the County can begin to identify federal, state, and local funding for construction or other actions. If awarded funding to complete the Analysis, the identification of funding could begin in late 2023. Once funding is identified, a timeline for the implementation of specific action steps, such as the allocation of local match funding or the release of an RFP for the construction of roadway improvements, can be finalized.

8) Attachments:

- Attachment 1: North Carolina Department of Transportation Coastal Evacuation Routes Map
- Attachment 2: Pender County Comprehensive Plan Hurricane Storm Surge Map
- Resolutions and Letter of Support
    - Pender County Board of Commissioners Resolution Supporting the Pender County NCEM Transportation Infrastructure Resiliency Grant Application
    - Wilmington Urban Area Metropolitan Planning Organization Resolution Supporting the Pender County NCEM Transportation Infrastructure Resiliency Grant Application
    - North Carolina Department of Transportation Division Three Letter of Support for the Pender County NCEM Transportation Infrastructure Resiliency Grant Application

Attachment 1

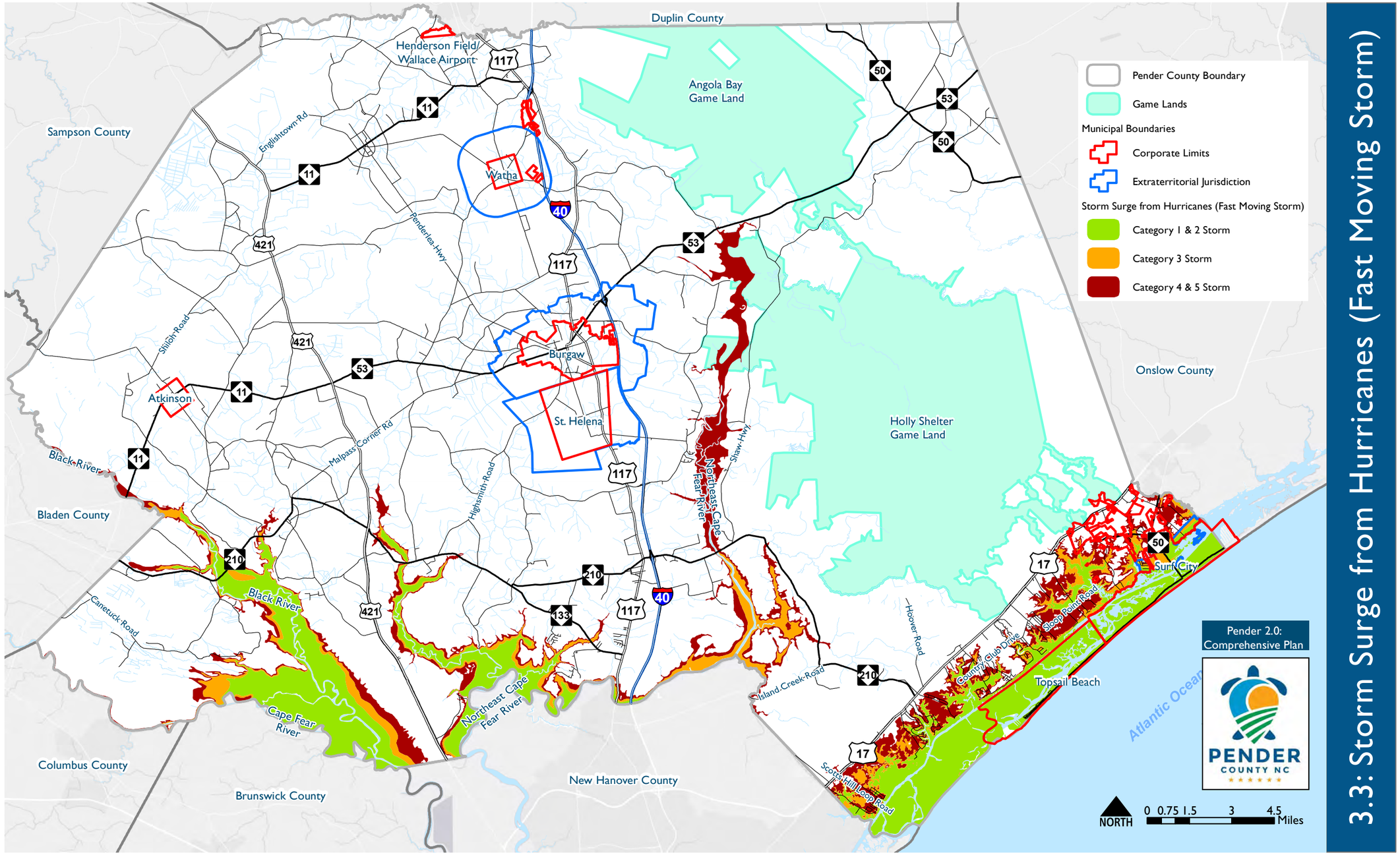
Coastal Routes To I-95



Note: In the event of an evacuation, travelers should follow local evacuation routes and procedures.

Attachment 2

3.3: Storm Surge from Hurricanes (Fast Moving Storm)



Resolutions and Letters of Support

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

PENDER
COUNTY NC

County Manager
Chad McEwen
County Attorney
Carl W. "Trey" Thurman, III
Clerk To the Board
Tera Cline

Resolution Supporting Grant Application to North Carolina Emergency Management (NCEM) Transportation Infrastructure Resiliency Fund for a Resiliency Analysis of the NC 210 Corridor Between US 17 in Hampstead, NC and US 117 in Rocky Point, NC

WHEREAS, Pender County supports efforts toward a resilient transportation system across the County and the Cape Fear Region; and

WHEREAS, Pender County's rapid growth is being felt in the Hampstead and Rocky Point communities and across the County overall; and

WHEREAS, North Carolina Highway 210 (NC 210) is a vital corridor across the County and is a posted Hurricane Evacuation Route between Hampstead and Rocky Point; and

WHEREAS, NC 210 plays a major role in the safe evacuation of Pender County citizens and visitors in advance of incoming storms and tropical systems and in recovery efforts following natural disasters; and

WHEREAS, NC 210 is currently susceptible to flooding in numerous locations between Hampstead and Rocky Point, including the Northeast Cape Fear River crossing and other creek crossings, as evidenced by the impacts during and following Hurricane Florence; and

WHEREAS, a resilient NC 210 corridor between Hampstead and Rocky Point provides numerous safety and economic benefits in the immediate and long-term aftermath of tropical systems, flooding events, wildfires, and other hazards; and

WHEREAS, grant funding is available at 100% funded through the North Carolina Emergency Management (NCEM) Transortation Infrastructure Resiliency Fund to ensure transportation resilience against natural disasters; and

WHEREAS, Pender County Planning and Community Development staff propose to submit a grant application to fund a Resiliency Analysis of the NC 210 corridor between US 17 in Hampstead, NC and US 117 in Rocky Point, NC.

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

PENDER
COUNTY NC

County Manager
Chad McEwen
County Attorney
Carl W. "Trey" Thurman, III
Clerk To the Board
Tera Cline

NOW THEREFORE, be it resolved that the Pender County Board of Commissioners hereby supports an application for funding through the NCEM Transportation Infrastructure Resiliency Grant.

Adopted this the 14th March 2022.

David Piepmeyer, Chairman
Pender County Board of Commissioners

ATTEST:

Tera Cline
Clerk to the Board

WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION
BOARD

RESOLUTION SUPPORTING PENDER COUNTY'S APPLICATION FOR THE NORTH CAROLINA EMERGENCY MANAGEMENT'S TRANSPORTATION INFRASTRUCTURE RESILIENCY FUND GRANT

WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization provides transportation planning services for the City of Wilmington, Town of Carolina Beach, Town of Kure Beach, Town of Wrightsville Beach, Town of Belville, Town of Leland, Town of Navassa, New Hanover County, Brunswick County, Pender County, Cape Fear Public Transportation Authority, and the North Carolina Board of Transportation; and

WHEREAS, the North Carolina Department of Public Safety has released the transportation grants through the Emergency Management Transportation Infrastructure Resiliency Fund which was allocated as a part of the 2021 state budget; and

WHEREAS, eligible applicants are state agencies, units of local government, and nonprofit corporations to facilitate transportation resilience against natural disasters; and

WHEREAS, total available funding for this grant program is $15 million with the anticipated number of grants available between five (5) and thirty (30); and

WHEREAS, projects can be 100% funded with no cost share and are paid on a reimbursement basis; and

WHEREAS, Pender County has identified an interest in pursuing the Transportation Infrastructure Resiliency Fund Grant in order to complete a Risk Assessment of the Highway 210 corridor between Highway 117 and US 17; and

WHEREAS, this section of NC 210 is identified as a Hurricane Evacuation Route but historically has flooded significantly during Hurricane events.

NOW THEREFORE, be it resolved that the Board of the Wilmington Urban Area Metropolitan Planning Organization hereby supports Pender County's application for the North Carolina Emergency Management's Transportation Infrastructure Resiliency Fund Grant.

ADOPTED at a regular meeting of the Wilmington Urban Area Metropolitan Planning Organization's Board on March 30, 2022.

Hank Miller, Vice-Chair

Mike Kozlosky, Secretary

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

March 23, 2022

Ms. Vanessa Lacer
805 S. Walker Street
Burgaw, NC 28425

Dear Ms. Lacer,

Thank you for your interest in exploring grant funding for a resiliency analysis of the NC 210 Corridor between US 17 in Hampstead, NC and US 117 in Rocky Point, NC.

NCDOT recognizes the importance of providing funding for a study analysis along this critical route, that serves as a designated and posted evacuation route, with numerous crossing locations which are susceptible to flooding due to storms and more extreme weather events. NCDOT recognizes the rapid growth in Pender County and southeastern North Carolina for which this route serves as a vital route east to west, inland from the coast, and for which a resilient and safe route is crucial to emergency management decisions.

By way of this letter, NCDOT supports Pender County in seeking and applying for funding to accomplish a resiliency analysis.

Sincerely,

DocuSigned by:
Chad Kimes
356DD1D31BF34EC...

Chad Kimes, PE
Division Engineer

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
5501 BARBADOS BOULEVARD
CASTLE HAYNE, NC 28429-5647

Telephone: 910-341-2000
Fax: 910-675-0143
Customer Service: 1-877-368-4968

Website: ncdot.gov

Location:
5505 BARBADOS BOULEVARD
CASTLE HAYNE, NC 28429-5647

Appendix 3

North Carolina Department of Public Safety
Emergency Management
Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

June 8, 2022

Emergency Management Transportation Infrastructure Resiliency Grant
North Carolina Appropriations – Senate Bill 105, Sections 5.2(a-d), and Section 5.9(a)(4)

Mr. Travis Henley
Director
Pender County
P.O. Box 1519
Burgaw, NC 28425

Period of Performance: **7/1/2022 to 12/31/2023**
Project Title: **NC210 Evacuation Rt. Study**
Total Amount of Award: **$200,000**
MOA #: **NCEM-TIRG1021**

Dear Mr. Henley,

North Carolina Emergency Management (NCEM) is pleased to inform you that your grant application for the Emergency Management Transportation Infrastructure Resiliency fund has been selected for funding up to the amount shown above. The final selection is conditioned on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter to NCEMLTR.grant@ncdps.gov . The following completed documents must accompany the return of the MOA:

- W-9 (09 NCAC 03M .0202)
- Electronic Payment / Vendor Verification Form (09 NCAC 03M .0202)
- Conflict of Interest Policy (G.S. 143C-6-23.(b))
- Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

Payment of funds: The grant shall be effective upon final approval of the MOA by NCEM. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) per the terms of the MOA.

Conditions: Recipient agrees that funds will only be expended to complete the approved project not to exceed the funding amount during the designated period of performance. Recipient also agrees to comply will all terms, conditions and responsibilities specified in the MOA, and to comply with all applicable federal, state, and local laws, rules, and regulations in the performance of this grant.

Supplanting: Recipient confirms that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for this project.

Mailing Address:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov
www.ReadyNC.gov

Office Location:
1636 Gold Star Drive
Raleigh, NC 27607
Phone: 919-825-2500
Fax: 919-825-2685

An Equal Opportunity Employer

THIS AWARD IS SUBJECT TO FINAL APPROVE BY NCDPS.

If you have any questions please contact Jeff Welker, NCEM Long-Term Recovery at 984-222-4159 or Jeffrey.Welker@ncdps.gov.

Sincerely,

William C. Ray
Director, North Carolina Emergency Management

Appendix 4

Quarterly Progress Report – Form LTR002/2022
Request for Reimbursement - Form LTR003
Summary of Documentation (SOD) – Form LTR001

Recipient should submit a single pdf with the above forms and all supporting information including invoices, proof of payment, bid documentation and contracts as necessary. PDF file should be ordered as follows:

1. Request for Reimbursement Form
2. Current Quarterly Progress Report Form
3. Summary of Document Form (SOD)
4. Supporting documentation in order as they appear on SOD. Please order invoices and matching checks together within the pdf.
5. Any Insurance documents, permits, or pictures of work progress as necessary or supportive.

North Carolina Division of Emergency Management
Long Term Recovery Grant Program
QUARTERLY PROGRESS REPORT

Progress Report Period: _____ to _____

Project Title: _____ MOA #: _____

Applicant: _____

Address: _____ County: _____

Contact Person: _____ Title: _____

Phone #(s): _____ Email Address: _____

Total Project Expenditures to Date: $ _____

---

1. Date of Project Approval:

2. Start Date of the Project:

3. Percent of Work Completed to Date: _____ %

4. Anticipated Completion Date:

5. Actual Completion Date:

6. Summary of progress on project for this report period: *(Provide narrative summary on a monthly basis and relate activities to project budget.)*

7. Anticipated cost over-run/under-run: $

8. Problems encountered:

9. Status: *(Please check pertinent information).*

Project Status	Project Cost Status
(1) ☐ Project on schedule	(1) ☐ Cost unchanged
(2) ☐ Project completed	(2) ☐ Cost overrun
(3) ☐ Project delayed	(3) ☐ Cost under-run
(4) ☐ Project canceled	

Request for Reimbursement (RFR)

Form LTR003

Grantee: _____Identification Number: _____

Mailing Address: _____ City, Zip: _____

MOA Grant #	Grant Amount $	Previous Payments $	Current RFR	SOD and supporting Docs attached (Y/N)*	State Approvals Office Use only (GM approval) Comment	
Total of Current Request						

* SOD and Supporting documentation are required for all Requests for Reimbursements and need attached to the pdf of this request.

I certify that the above expenditures are accurate and in compliance with the associated MOA.

Authorized Representative: _____

Signature: _____

Date: _____

NORTH CAROLINA DIVISION OF EMERGENCY MANAGEMENT
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE WORK Form LTR001

(1) Applicant:	(2) MOA Number:
(3) FIPS/Duns or Tax ID/EIN No.	

(5) Applicant's Check No., Reference No., Warrant, Voucher, Claim, or schedule No.	(6) Delevery Date of articles or performance services	(7) **DOCUMENTATION** List Documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category	(8) Applicant Proposed Eligible Costs
Force Account Labor			
		Total	**0.00**
Equipment			
		Total	**0.00**
Materials			
		Total	**0.00**
Contract			
		Total	**0.00**
Other			
		Total	**0.00**
		(9) Grand TOTAL	**$0.00**
		(10) -Grant AMOUNT	
		(11) ADJUSTED TOTAL (+ OR -)	**$0.00**

Signature:

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	August 15, 2022
SUBJECT:	Approval of a Budget Amendment for funds in Insurance/Property Loss in the amount of $36,499.60..

SUMMARY:
This budget amendment is to increase budgeted revenues for insurance proceeds received for damaged/totaled vehicles.

ACTION REQUESTED:
Approval of a Budget Amendment for funds in Insurance/Property Loss in the amount of $36,499.60.

Pender County Budget Ordinance Amendment

Date Tuesday, August 2, 2022

Board Meeting Date (If Applicable) Monday, August 15, 2022

Fiscal Year FY 2022-2023

Fund 10 - GENERAL

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request
Transfer of revenue of insurance funds

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	10-320017	Insurance/Property Loss	36,499.60
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-401602	Insurance/Property Loss	36,499.60
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 36499.60

Total Expenditures 36499.60

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:	August 15, 2022
SUBJECT:	Requesting funds for annual ESRI Contract renewal for GIS in the amount of $16,300.

SUMMARY:
Pender County Sheriff's Office is requesting the funds from General Fund for the ESRI annual renewal contract GIS payment in the amount of $16,300. This item was not added to the FY 22-23 budget for E911. A portion of this payment will be reimbursed from the 911 Board.

ACTION REQUESTED:
Requesting funds for annual ESRI Contract renewal for GIS in the amount of $16,300.

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Capt. Randolph King
DATE:	August 15, 2022
SUBJECT:	Approval of Purchase Order/Sole Source to Correctional Behavioral Health for the Jail Inmate Mental Health Services in the amount of $19,500.

SUMMARY:
Correctional Behavioral Health is a stand- alone provider for mental health for the inmates. This service provides 24/7 coverage/care to the inmates. They also provide inmate screening and follow-ups when needed. Fund for inmate mental health counseling are budgeted in account 510030-404600.

This expenditure has been budgeted in the FY 22-23 Budget.

ACTION REQUESTED:
The Board of Commissioners is requested to approve the purchase order/sole source for Jail inmate mental health to Correctional Behavioral Health in the amount of $19,500.

PENDER COUNTY **SERVICE CONTRACT ADDENDUM**
NORTH CAROLINA

THIS CONTRACT ADDENDUM is made, and entered into this the _____ day of March, 2022 by and between **PENDER COUNTY, NC**, (hereinafter referred to as "**COUNTY**"), party of the first part and **Correctional Behavioral Health** (hereinafter referred to as **"CONTRACTOR"**), whose address is 1304 Broad Street, Durham, NC 27705, party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

CONTRACTOR hereby agrees to provide services and/or materials under this contract (hereinafter referred to collectively as **"SERVICES"**) pursuant to the provisions and specifications identified in "Attachment 1". **COUNTY** hereby agrees to pay for services as contained in Attachment 1 and pursuant to paragraph "3" of this contract. Attachment 1 is hereby incorporated by reference as if fully set out herein.

2. TERM OF CONTRACT

The term of this **CONTRACT** for services is from July 1, 2022 to June 30, 2023. This agreement shall be automatically renewed for additional one (1) year periods annually, unless communication from either party is received.

This contract may be terminated at any time during the term upon thirty (30) days notice by either party without cause. See Section 9. Termination of Agreement

3. PAYMENT TO CONTRACTOR

CONTRACTOR shall receive from **COUNTY** a sum not to exceed **$21,000.00 per year ($1750 per month)** as full compensation for the provision of services, unless approved by **COUNTY**. **COUNTY** agrees to pay at the rates specified for services, satisfactorily performed, in accordance with this contract. Unless otherwise specified, **CONTRACTOR** shall submit an invoice to **COUNTY** by the end of the month during which services are performed. Payment will be processed promptly upon receipt and approval of the invoice by **COUNTY**. This contract rate will be good for a 2 year period.

4. INDEPENDENT CONTRACTOR

COUNTY and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **COUNTY** for any purpose in the performance of **CONTRACTOR'S** duties under this contract. Accordingly, **CONTRACTOR** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **CONTRACTOR'S** activities in accordance with this contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform said services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE

CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event **CONTRACTOR** is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, **CONTRACTOR** shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of service.

CONTRACTOR agrees to furnish **COUNTY** proof of compliance with the insurance coverage requirements of this contract upon request. **CONTRACTOR** upon request by **COUNTY** shall furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to **COUNTY** verifying the existence of any insurance coverage required by **COUNTY**. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. HEALTH AND SAFETY

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this contract.

7. NON-DISCRIMINATION IN EMPLOYMENT

CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event **CONTRACTOR** is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by **COUNTY**, and **CONTRACTOR** may be declared ineligible for further **COUNTY** contracts.

8. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the State of North Carolina.

9. TERMINATION OF AGREEMENT

This contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Agreement shall terminate immediately if Contractor loses the authority or license to practice in the State or if Contractor's insurance coverage as required under this Agreement is cancelled, terminated or reduced.

This contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

10. SUCCESSORS AND ASSIGNS

CONTRACTOR shall not assign its interest in this contract without the written consent of **COUNTY**. **CONTRACTOR** has no authority to enter into contracts on behalf of **COUNTY**.

11. COMPLIANCE WITH LAWS.

CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation or this contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

12. NOTICES

All notices which may be required by this contract or any rule of law shall be effective when received by certified mail, regular mail, Federal Express, and/or email notification sent to the following addresses:

COUNTY:
Pender County Sheriff's Office
104 N. Walker St.
Burgaw, NC 28425

CONTRACTOR:
Correctional Behavioral Health
1304 Broad Street
Durham, NC 27705

13. AUDIT RIGHTS

For all services being provided under this contract, **COUNTY** shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said services. Audits shall take place at times and locations mutually agreed upon by both parties, although **CONTRACTOR** must make the materials to be audited available within one (1) week of the request for them.

14. COUNTY NOT RESPONSIBLE FOR EXPENSES

COUNTY shall not be liable to **CONTRACTOR** for any expenses paid or incurred by **CONTRACTOR** unless otherwise agreed in writing.

15. EQUIPMENT

CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

COUNTY shall not use the videoconference equipment for purposes other than those specified in this contract and is responsible for safe housing of equipment.

COUNTY shall supply a stable, secure network connection that meets both the bandwidth requirements and HIPAA regulations for the videoconference service components. This connection may need to be provided through the Facility IT/Management Department, and therefore Contractor will agree to work with such department to ensure connectivity.

16. ENTIRE AGREEMENT

This Agreement and the attached document labeled "Attachment 1" shall constitute the entire understanding between **COUNTY** and **CONTRACTOR** and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

17. HEADINGS

The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

County of Pender

07/20/22

County Manager **Date**

Correctional Behavioral Health

Deron Coy, PhD

Deron K. Coy, Ph.D.

Attachment 1

CONTRACTOR SHALL PROVIDE the following mental health services to Pender County, NC, detention center location, at a flat monthly fee of $1,750.00 which includes providing and maintaining the videoconference equipment. Mental health services will include:

1. Services to be Provided Weekly:
    a. One scheduled mental health clinic for new patient assessments and mental health follow-up appointments, by videoconference.
    b. Consultation with detention center nursing staff or MD about those inmates with serious mental illness.

2. Services to be Provided as Needed:
    a. Suicide watch evaluations by **CONTRACTOR** as needed by videoconference. These assessments will be available once every 24 hours, with jail staff to follow the designated protocol to initiate an assessment as specified in 4(b).
    b. Each suicide watch evaluation will include a recommendation for release from suicide watch, continuation and reevaluation, or more intensive intervention at the conclusion of the assessment. Clinical documentation for the medical record will be faxed to Pender County Jail, medical department within 6 hours of the evaluation.

3. Additional Services:
    a. Yearly training for staff, including detention officers, per request of Jail Administrator or his designee.

4. Triggers for Service

    a. **COUNTY**, by and through its medical staff or detention officers, will place inmates on a mental health list in order to be seen for mental health services. **CONTRACTOR**'s duties under this Agreement shall not trigger until it receives the mental health list from the **COUNTY** which shall be faxed or called in to **CONTRACTOR**. Upon receipt of the mental health list, **CONTRACTOR** will see inmates on list during regularly scheduled time. It shall be the sole responsibility of the **COUNTY** or its designees to ensure inmates who need mental health services are placed on the mental health list for evaluation and treatment.
    b. In the case of suicide watch evaluations, it shall be the sole responsibility of the **COUNTY** or its designee to notify **CONTRACTOR** of any inmate who needs a suicide watch evaluation. **COUNTY** shall notify **CONTRACTOR** via phone call. All inmate's names who are phoned to **CONTRACTOR** by 6:00pm will be assessed the same day. Those inmates referred after 6:00pm will be seen the following day.

5. Other Service Terms:
    a. **CONTRACTOR** may be asked to assist in the development of policies and procedures for the Facility and/or COUNTY as they pertain to the responsibility of the **CONTRACTOR**.
    b. Review and support treatment protocols, formularies, and policies/procedures established by the **COUNTY**.
    c. Perform in compliance with national, and local standards for the general delivery of services within the County Jail system.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Tommy Batson
DATE:	August 15, 2022
SUBJECT:	Approval to carry over Purchase Order # 526 to National Power, LLC in the amount of $310,376.40.

SUMMARY:
Emergency Management is requesting approval to carry over PO#526 to National Power, LLC in the amount of $310,376.40 for mobile generators for shelters.

ACTION REQUESTED:
Approval to carry over Purchase Order # 526 to National Power, LLC in the amount of $310,376.40 to purchase one (1) 250kVA Generator and three (3) 100sVA generators.

Pender County
BOCC Meeting Minutes August 1, 2022

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	August 15, 2022
SUBJECT:	Approval of the Board of Commissioner Meeting Minutes August 1, 2022

SUMMARY:
Approval of the Board of Commissioner Meeting Minutes August 1, 2022

ACTION REQUESTED:
Approval of the Board of Commissioner Meeting Minutes August 1, 2022

MINUTES
Board of County Commissioners Meeting
Monday, August 1, 2022 4:00 PM
Pender County Public Assembly Room

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

MEMBERS ABSENT:

OTHERS PRESENT: Carolyn Moser, Interim County Manager
Trey Thurman, County Attorney (phone)
Tera Cline, Clerk to the Board
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

Page

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

2 INVOCATION
Commissioner McCoy

3 PLEDGE OF ALLEGIANCE
Chairman Piepmeyer

4 ADOPTION OF AGENDA

4.1 Commissioner Newton requested that item number 8.6 be added to the agenda as follows: Commissioner Newton will be attending the North Carolina Association of County Commissioners conference this month and would like voting rights on behalf of Pender County.

Motion to add item to agenda

Moved by George Brown, seconded by Fred McCoy

Motion Approved

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

CARRIED.

4.2 Motion to adopt agenda as amended.

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			
	4	0	0	0

CARRIED.

5 PUBLIC HEARING

5.1 **Notice of Public Hearing -- Pender County School Bonds** 13 - 35

The Pender County Board of Commissioners has called for a public hearing at 4:00 p.m. on August 1, 2022, related to the following bond order.

Public hearing called to order at 4:06 PM. Dr. Steven Hill presented to the board a brief presentation on the growth of the schools based on a couple of studies done over the years. He reviewed a push study that showed school population through the year 2030. Dr. Hill explained that money will be used to build a middle school and elementary school. Site development will take place at Topsail Middle, Rocky Point Elementary and Burgaw Middle. Support buildings will be included in renovations and new build for central office. He explained that all this information and voting dates and basically any information in regards to the bond will be on the Pender County Schools site. Dr. Hill introduced members of the school board present and also acknowledged numerous teachers and staff present as well. Mr. Chairman read the Bond Order Resolution attached for the record.

Frank Kierman, 324 W Craftsman Way, spoke to board in opposition of the bond. He expressed concern with the amount of the bond and continued development in Hampstead and maintaining the new schools, etc.

Attached is an email from Deanna Johnson, Hampstead NC for public comment.

Public Hearing was closed.

Notice of Public Hearing School Bond order
School Bond Presentation
Email

6 PUBLIC COMMENT

Kenny Keel, Director of Utilities, introduced Katie Lubner as the new project manager in utilities.

Jerry Groves,250 Horseshoe Loop Rd, wanted to know why his daughter was getting charged 35.00 dollars a month for water that they are not hooked up to. He sated they paid to get the system in and have the meter but they do not want the water. Mr. Groves was told to contact Pender County utilities.

7 CONSENT AGENDA

7.1 PO for Workers Compensation & Liability and Property

7.2 Approval of a Purchase Order to Calgon Carbon for $151,460 for the replacement of Granular Activated Carbon (GAC) in contactors #3 and #4 at the Water Treatment Plant.

7.3 Approval of Blanket Purchase Order for Water Sewer Emergency Repair 072-404500

7.4 Approval of a Purchase Order to Utilitech for Water Taps and Service Installation for FY23: $70,000

7.5 Approval to carryover Purchase Order (PO# 609) for Galls Individual First Aid Kits in the amount of $8,900.

7.6 Approval to carry over Purchase Order # 565 to USAT in the amount of $1,883.

7.7 Approval of Surplus Property Advertisement for Auction - 2009 Ford Escape

7.8 Approval of Surplus Property Advertisement for Auction - Various Listed Items as follows:

- Office Chairs
- Light Fixture
- Lights

7.9 Approval of Surplus Property Advertisement for Auction - 2007 Ford Taurus

7.10 Consideration of Budget Ordinance Amendment for Payment in Lieu of Tree Mitigation and Consideration of Purchase Order for Forest Management Plan

7.11 Approval for Purchase Order to Axon Enterprise in the amount of $58,281.50 for year 4 lease purchase payment for Body Cameras.

7.12 Approval of Purchase Order/Sole Source for Carolina E911 Recording Systems in the amount of $16,790.

7.13 Approval of a 3-Year Software As A Service Agreement to Advanced Enterprise Systems Corporation for Utility Cloud Services for PCU

7.14 Approval of Purchase Order and Renewal of ESRI Contract for GIS Licensing and Annual Maintenance in the amount of $53,475.00.

7.15 Approval of Purchase Order to Ingram Library Services in the Amount of $60,000

7.16 Approval to carryover Purchase Orders #618, #619 & #620 for Pender County Fuel Depot Kiosks in the amount of $42,278.00.

7.17 Approval of Tax Releases and Refunds

7.18 Approval of the Board of Commissioner Meeting Minutes July 11, 2022

7.19 Motion to approve consent agenda

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion Approved

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

CARRIED.

8 APPROVALS AND RESOLUTIONS

8.1 Proposed School Bond Order Adoption & Resolution Regarding Publication of Bond Referendum

Margaret Blue, Finance Director, read aloud the resolution regarding publication to the Board of Elections.

Moved by Jacqueline A. Newton, seconded by George Brown

Motion to approve the Bond Order as written.

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

CARRIED.

8.2 Motion to approve Resolution regarding publication of Bond Order.

Moved by Jacqueline A. Newton, seconded by George Brown

Motion approved

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

CARRIED.

8.3 Approval of a resolution affirming Pender County's intentions to maintain alignment of its workforce development local area 37 - 38

Commissioner Brown introduced Allen Serkin, the Executive Director for Cape Fear Council of Governments and Ginger Brick, the Workforce Development Director. Mr. Serkin explained that the Cape Fear Workforce Development Consortium is the decision-making entity for the local workforce investment area of Brunswick, Columbus, New Hanover, and Pender counties as designated by mutual agreement of the chief elected officials for those counties, pursuant to WIOA Section

107(c)(1)(B). He stated the Cape Fear Workforce Development Consortium sent a letter to the NC Works Commission stating that the Consortium members are in unanimous agreement that the Cape Fear Workforce development local area is properly designated and that the Consortium members universally oppose realignment of the area. The resolution presented is against realignment.

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			
	4	0	0	0

CARRIED.

Resolution Affirming Pender Countys Intentions to amintain alignment of its workforce development local area

8.4 Approval of Sale of Surplus Property & Results of Auction - 100 E Church Street, Atkinson

Margaret Blue, Finance Director, recommended that parcel number 2248-94-8932-0000 be sold to the highest bidder, Adam Forrest of Angier, NC for $9000.00. The tax value for this property is listed at $18885.00 but the building is a liability to the County as it sits in disrepair.

Moved by Jacqueline A. Newton, seconded by George Brown

Motion approved

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

CARRIED.

8.5 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3237-23-0468-0000, US Hwy 117 Rocky Point

Margaret Blue, Finance Director, recommended that the $10, 400 bid from Bahaa Ibrahim for parcel number 3237-23-0468-0000 be accepted. The tax value for this property is listed at $7850.00.

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			
	4	0	0	0

CARRIED.

8.6 Approval of Budget Amendment for State Seizure Budget for Fiscal Year 2022-2023

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			
	4	0	0	0

CARRIED.

8.7 Approval for Commissioner Newton to be designated as a voting representative for Pender County at the North Carolina Association of County Commissioners.

Moved by George Brown, seconded by Fred McCoy

Motion Approved

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

David Piepmeyer	x			
	4	0	0	0

CARRIED.

9 DISCUSSION

9.1
- Discussion of Board of County Commissioners appointments to local boards.
- Pender Memorial Hospital Operations Lease/Future Healthcare Provider-Chairman Piepmeyer

The board discussed local board openings and who would be interested in representing on those boards in David Williams place. It was decided that this discussion would take place once Mr. Williams replacement was on the board.

Chairman Piepmeyer, gave a brief update on the RFP for a consultant to help with PMH Operations and Lease.

10 APPOINTMENTS

10.1 Approval of Appointment to the Pender County ABC Board representing District 1

Moved by Jacqueline A. Newton, seconded by George Brown

Motion Approved

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

CARRIED.

10.2 Approval for Reappointment to the Pender County Tourism Development Advisory Board District 4

Moved by Jacqueline A. Newton, seconded by George Brown

Motion Approved

	For	**Against**	**Abstained**	**Absent**

George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
	4	0	0	0

CARRIED.

10.3 Approval of an Appointment to the Pender County Tourism Development Authority Collector Postion

Moved by Jacqueline A. Newton, seconded by George Brown

Motion approved

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

CARRIED.

10.4 Approval of an Appointment to the Pender County Tourism Development Authority At-Large Postion

Moved by Jacqueline A. Newton, seconded by George Brown

Motion approved

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

CARRIED.

10.5 Approval of an Appointment to the Pender County Board of Adjustment District 3

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			
	4	0	0	0

CARRIED.

11 MAPLE HILL WATER AND SEWER DISTRICT

12 ROCKY POINT WATER AND SEWER DISTRICT

13 SCOTTS HILL WATER AND SEWER DISTRICT

14 MOORES CREEK WATER AND SEWER DISTRICT

15 CENTRAL PENDER WATER AND SEWER DISTRICT

16 PENDER COUNTY BOARD OF HEALTH

17 SOCIAL SERVICES BOARD

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

Trey Thurman, County Attorney, stated Items for closed session are Item 3 attorney Client.

Commissioner Newton, mentioned several grant opportunities.

Commissioner McCoy, stated that Malpass Corner and 421 intersection will be getting a caution light soon.

Chairman Piepmeyer, stated that at the WMPO meeting the NC DOT came and gave a presentation about funding options for replacement of the Cape Fear Memorial Bridge.

19 CLOSED SESSION (IF APPLICABLE).

19.1 Closed session pursuant to G.S. 143-318.11: 3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body,

which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time.

Moved by George Brown, seconded by Jacqueline A. Newton

Motion to move to closed session at 5:29 PM

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

CARRIED.

20 ADJOURNMENT

Notice of Public Hearing -- Pender County school Bonds

The Pender County Board of Commissioners has called for a public hearing at 4:00 p.m. on August 1, 2022, related to the following bond order. Further information regarding the hearing appears at the end of this notice.

* * * * * *

Bond Order Authorizing the Issuance of Pender County General Obligation School Bonds in the Maximum Amount of $178,000,000, Subject to Voter Approval

WHEREAS --

The Board of Commissioners of Pender County, North Carolina, has stated its proposal to issue general obligation bonds to pay capital costs of providing school facilities.

The County has applied to the North Carolina Local Government Commission for its approval of these bonds, and the Commission has accepted the County's application.

BE IT ORDERED by the Board of Commissioners of Pender County, North Carolina, as follows:

1. There are hereby ordered to be issued general obligation school bonds of the County to pay capital costs of providing school facilities, together with related financing and other necessary or incidental costs.

2. The maximum aggregate principal amount of the bonds issued for such purpose will be $178,000,000.

3. Taxes will be levied in an amount sufficient to pay the principal of and interest on the bonds so issued.

4. A sworn statement of debt prepared by the County's Finance Officer has been filed with the Clerk to this Board and is open to public inspection.

5. This Bond Order will take effect when approved by the County's voters in the manner provided by law.

* * * * * *

The foregoing order has been introduced and a sworn statement of debt has been filed under the Local Government Bond Act showing the appraised value of property in Pender County, North Carolina, to be at least $7,833,149,131 and the net debt of

the County, including the proposed bonds, to be not more than $265,257,492. The Pender County finance officer has filed a statement estimating that the total amount of interest that will be paid on the bonds over the expected term of the bonds, if issued, is $93,450,000. The estimate is preliminary, is for general informational purposes only, and may differ from the actual interest paid on the bonds.

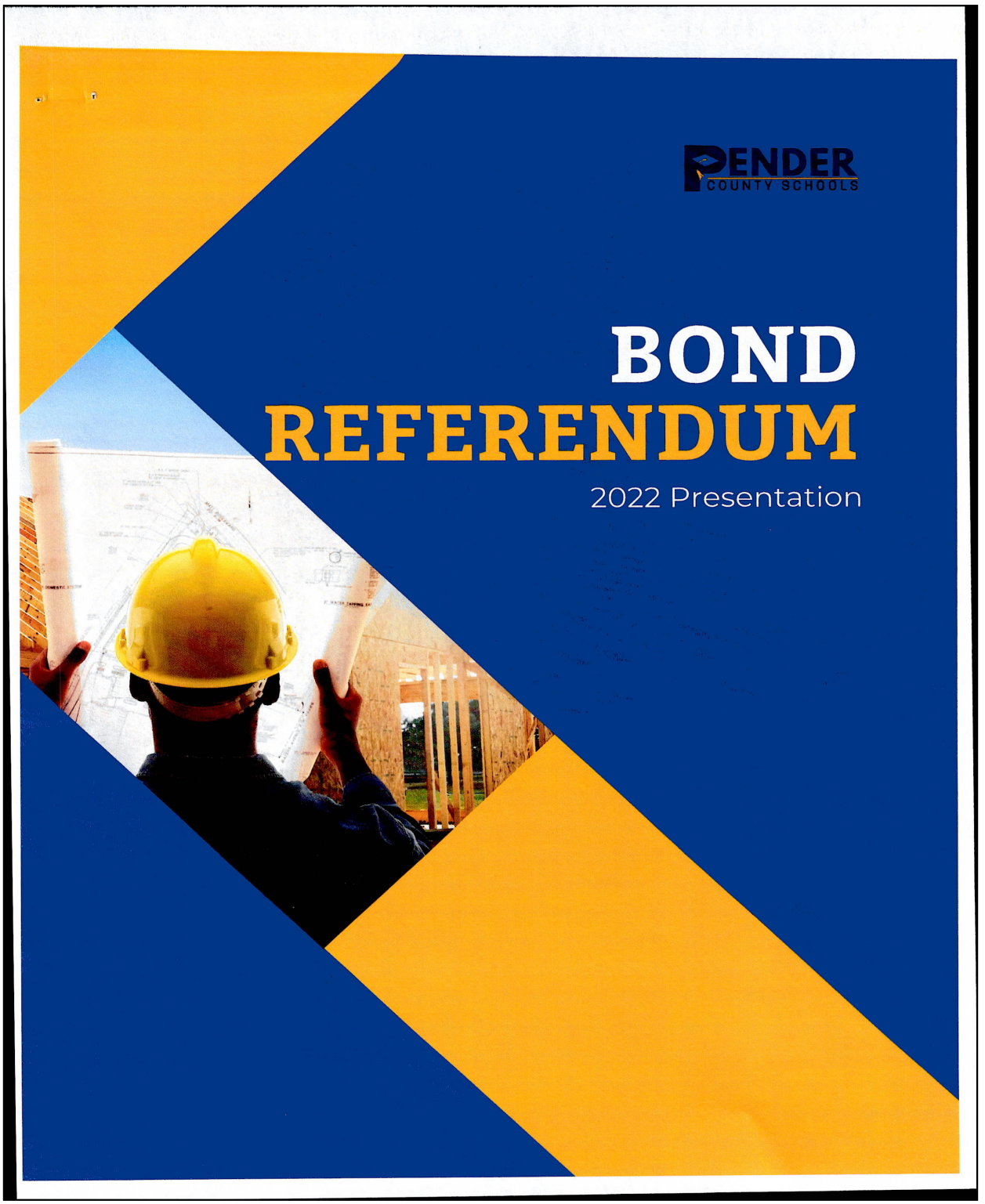
A tax will be levied to pay the principal of and interest on the bonds if they are issued.

Anyone who wishes to be heard on the questions of the validity of the bond order and the advisability of issuing the bonds may appear at a public hearing or an adjournment thereof to be held at 4:00 p.m. (or as soon thereafter as the matter may be heard) on August 1, 2022, in the Board's regular meeting room, Pender County Administration Building, 805 S. Walker Street, Burgaw, North Carolina.

Persons wishing to make written comments in advance of the hearing or wishing more information concerning the subject of the hearing may contact Margaret Blue, Finance Officer, Pender County, Post Office Box 5, Burgaw, NC 28425 (telephone 910/259-1200, email mblue@pendercountync.gov).

By order of the Board of Commissioners.

Tera Cline
Clerk, Board of Commissioners
Pender County, North Carolina

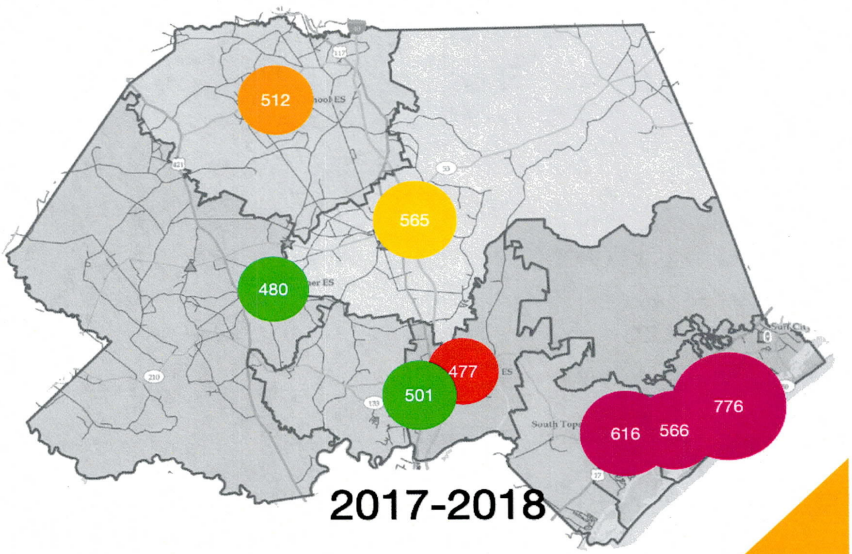

PENDER
COUNTY SCHOOLS
BOND
REFERENDUM
2022 Presentation

ELEMENTARY

- Cape Fear Elementary (676)
- Malpass Corner Elementary (667)
- South Topsail Elementary (512)
- C.F. Pope Elementary (683)
- Penderlea (565)
- Surf City Elementary (750)
- North Topsail Elementary (511)
- Rocky Point Elementary (484)
- Topsail Elementary (506)

Color Key
On 17-18

- Over 105%
- 96% to 105%
- 86%to 95%
- 76% to 85%
- 65% to 75%
- Under 65%



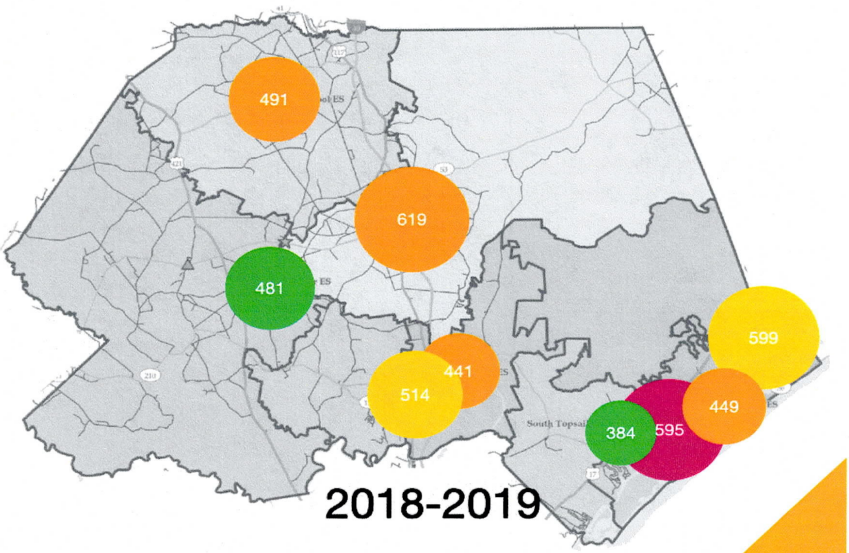
2017-2018

ELEMENTARY

- Cape Fear Elementary (676)
- Malpass Corner Elementary (667)
- South Topsail Elementary (512)
- C.F. Pope Elementary (683)
- Penderlea (565)
- Surf City Elementary (750)
- North Topsail Elementary (511)
- Rocky Point Elementary (484)
- Topsail Elementary (506)

Color Key
On 18-19

- Over 105%
- 96% to 105%
- 86%to 95%
- 76% to 85%
- 65% to 75%
- Under 65%

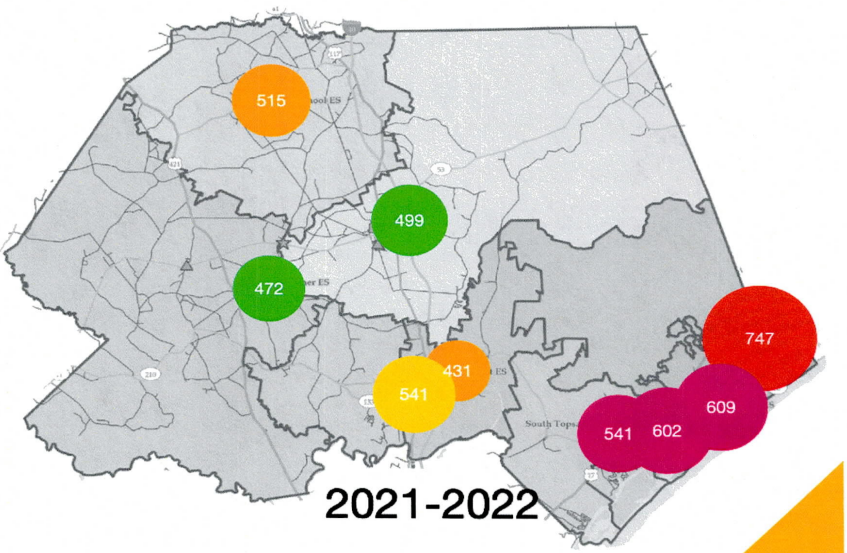


ELEMENTARY

- Cape Fear Elementary (676)
- Malpass Corner Elementary (667)
- South Topsail Elementary (512)
- C.F. Pope Elementary (683)
- Penderlea (565)
- Surf City Elementary (750)
- North Topsail Elementary (511)
- Rocky Point Elementary (484)
- Topsail Elementary (506)

Color Key
On 20-21

- Over 105%
- 96% to 105%
- 86%to 95%
- 76% to 85%
- 65% to 75%
- Under 65%



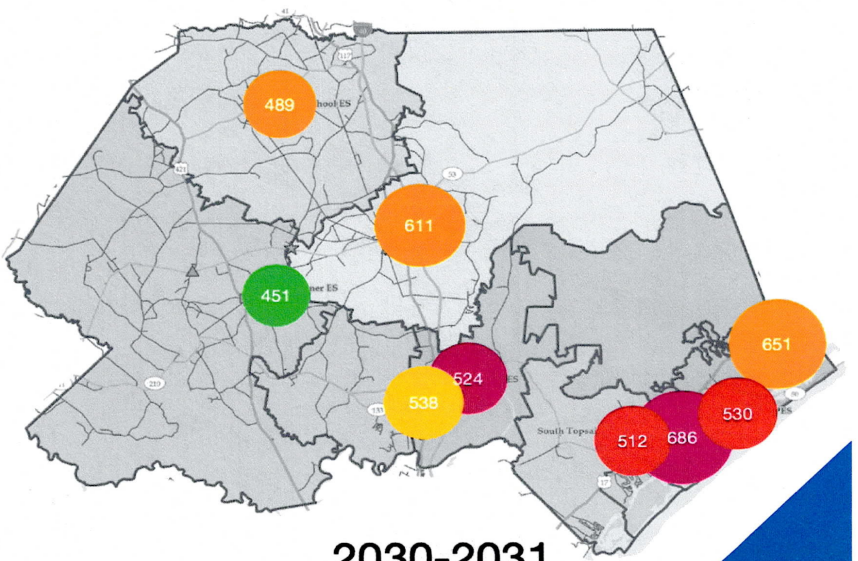
2021-2022

ELEMENTARY

- Cape Fear Elementary (676)
- Malpass Corner Elementary (667)
- South Topsail Elementary (512)
- C.F. Pope Elementary (683)
- Penderlea (565)
- Surf City Elementary (750)
- North Topsail Elementary (511)
- Rocky Point Elementary (484)
- Topsail Elementary (506)

Color Key
By 30-31

- Over 105%
- 96% to 105%
- 86%to 95%
- 76% to 85%
- 65% to 75%
- Under 65%



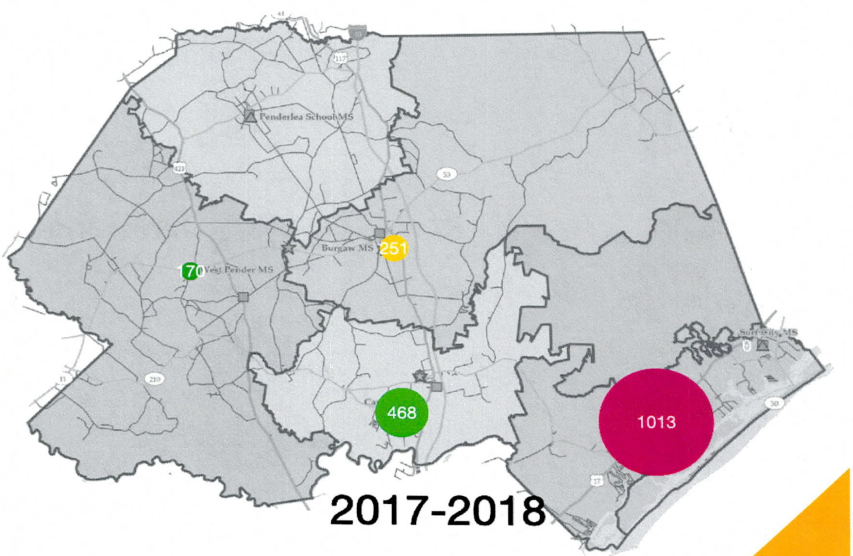
2030-2031

MIDDLE SCHOOL

Burgaw Middle (322)
West Pender Middle (307)
Cape Fear Middle (691)
Surf City Middle (750)
Topsail Middle (745)

Color Key
On 17-18

- Over 105%
- 96% to 105%
- 86%to 95%
- 76% to 85%
- 65% to 75%
- Under 65%



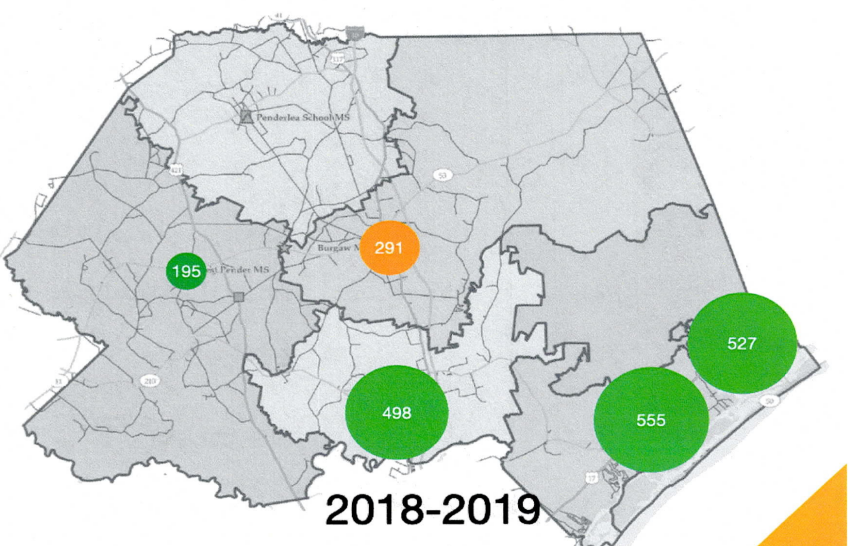
2017-2018

MIDDLE SCHOOL

Burgaw Middle (322)
West Pender Middle (307)
Cape Fear Middle (691)
Surf City Middle (750)
Topsail Middle (745)

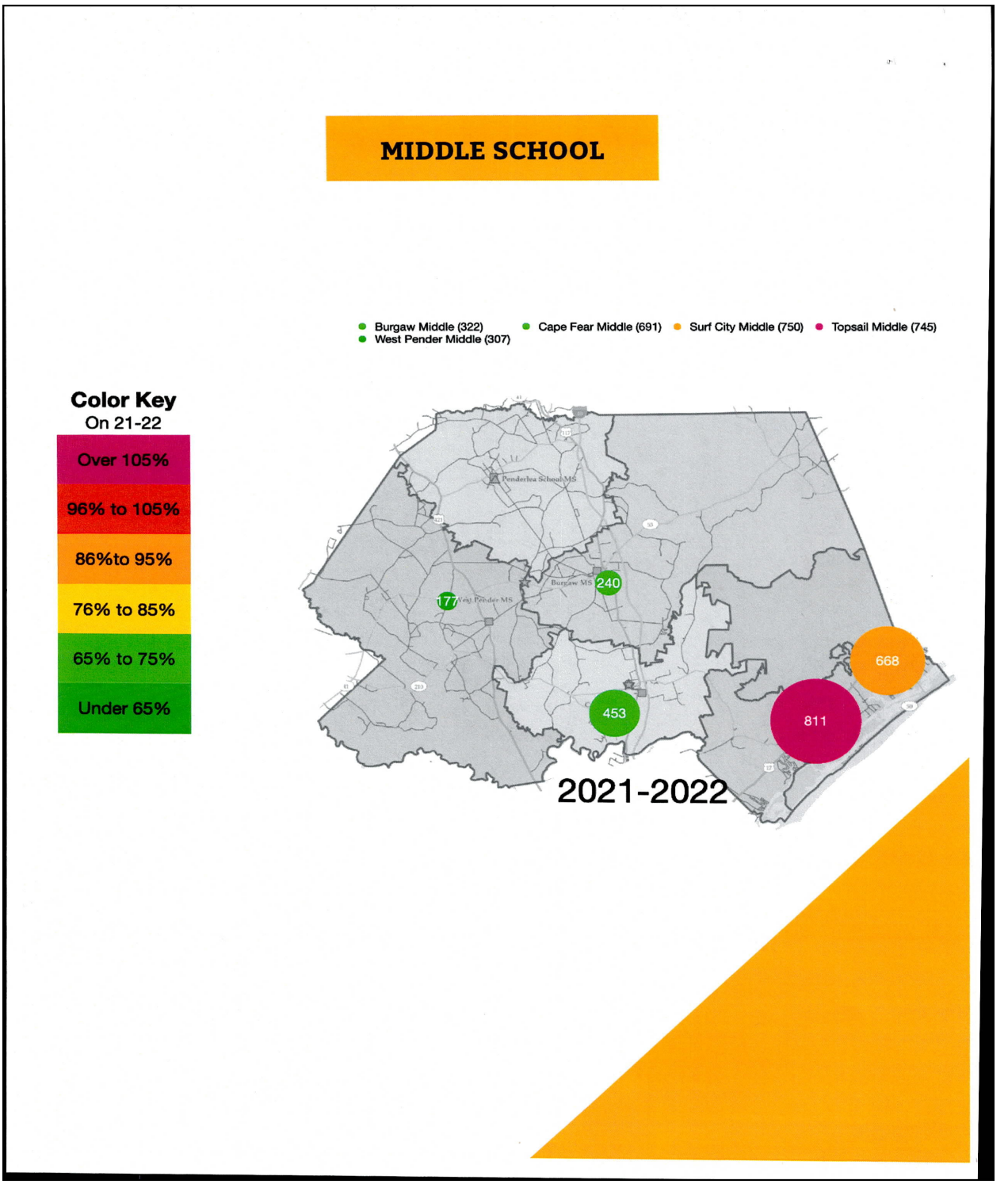
Color Key
On 18-19

- Over 105%
- 96% to 105%
- 86%to 95%
- 76% to 85%
- 65% to 75%
- Under 65%



2018-2019

MIDDLE SCHOOL

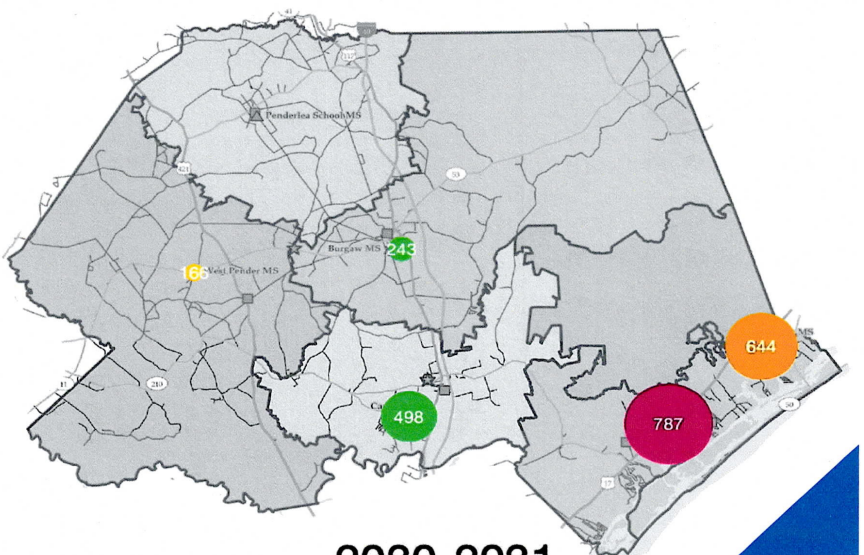


MIDDLE SCHOOL

Burgaw Middle (322)
West Pender Middle (307)
Cape Fear Middle (691)
Surf City Middle (750)
Topsail Middle (745)

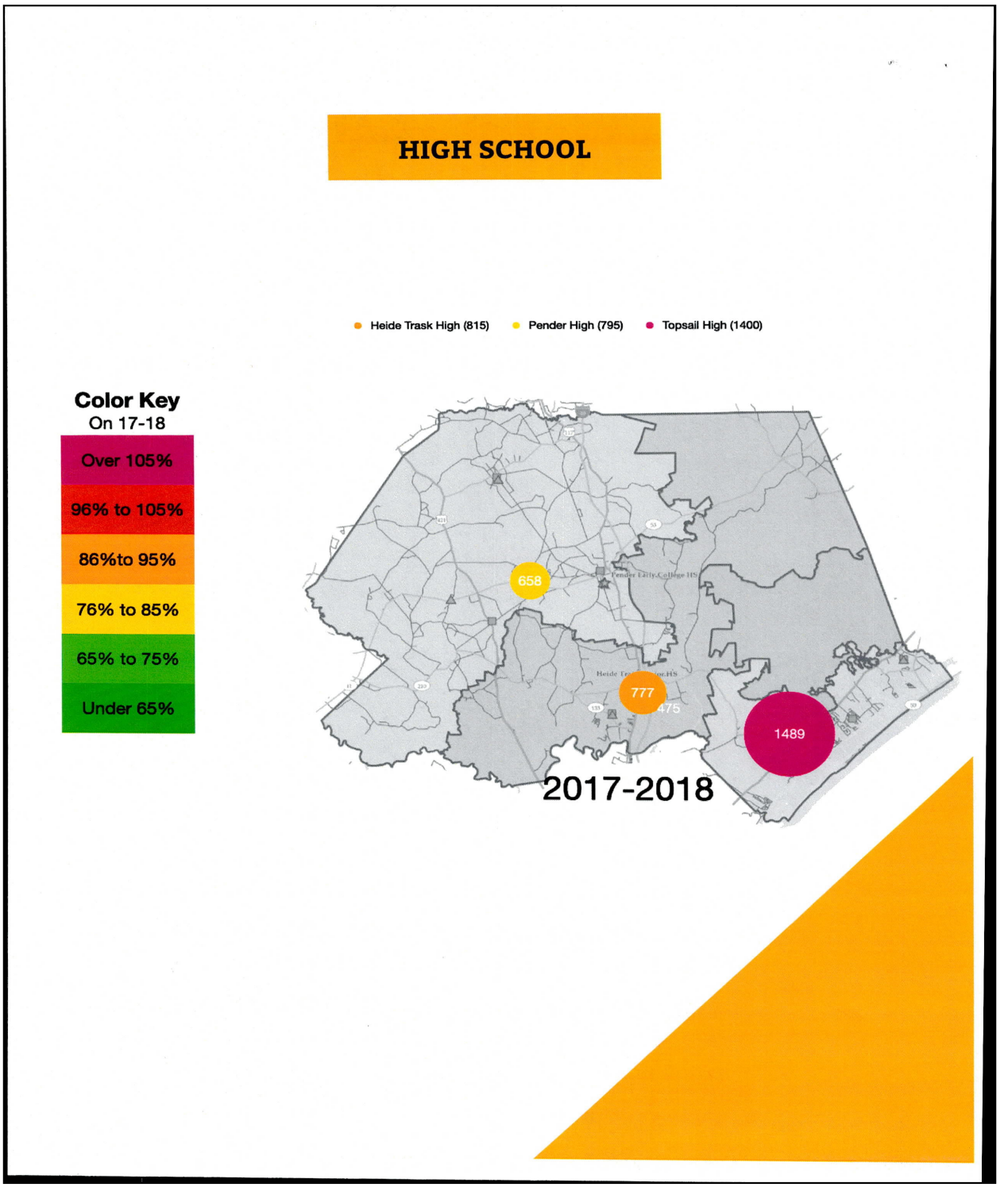
Color Key
By 30-31

- Over 105%
- 96% to 105%
- 86%to 95%
- 76% to 85%
- 65% to 75%
- Under 65%

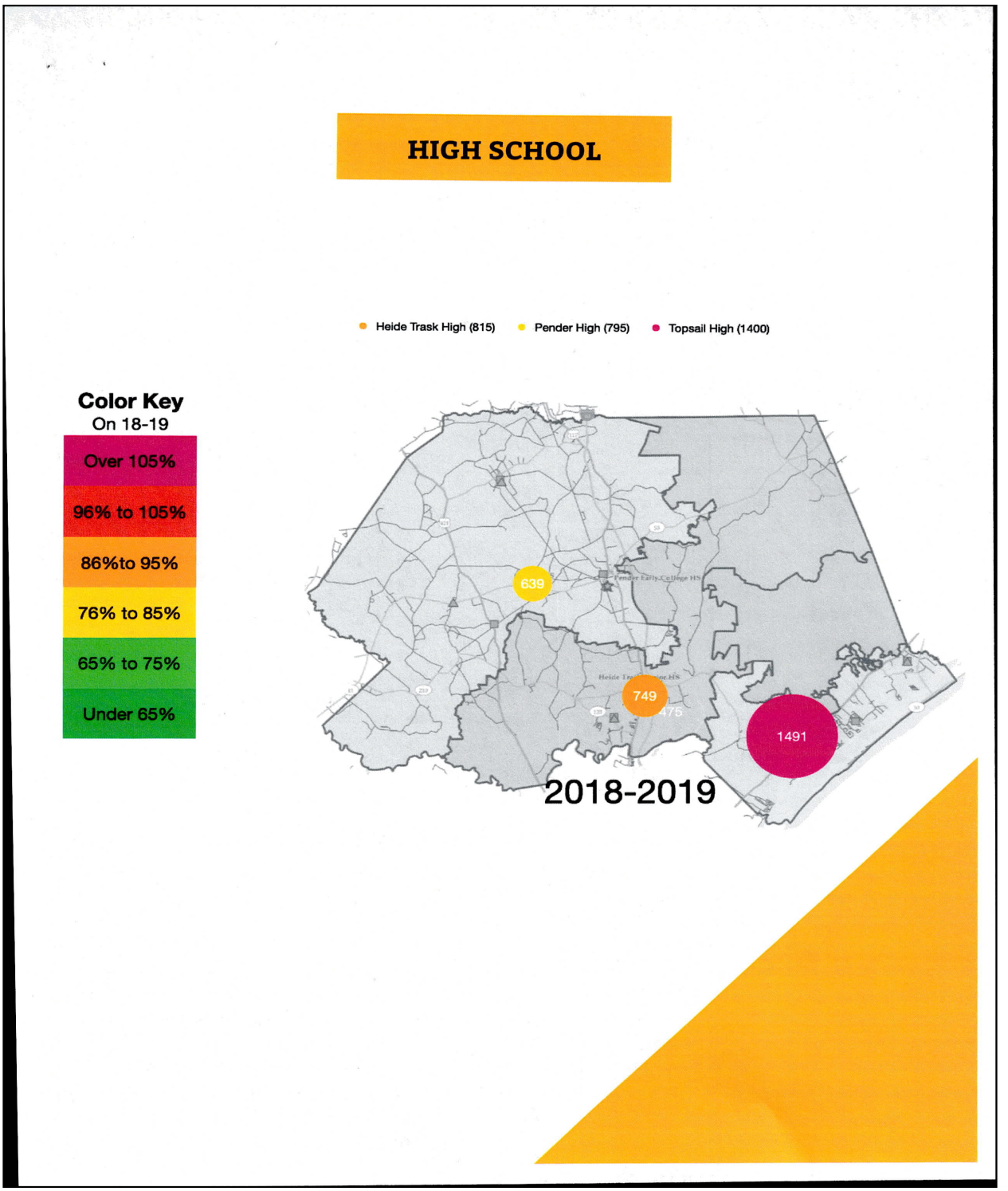


2030-2031

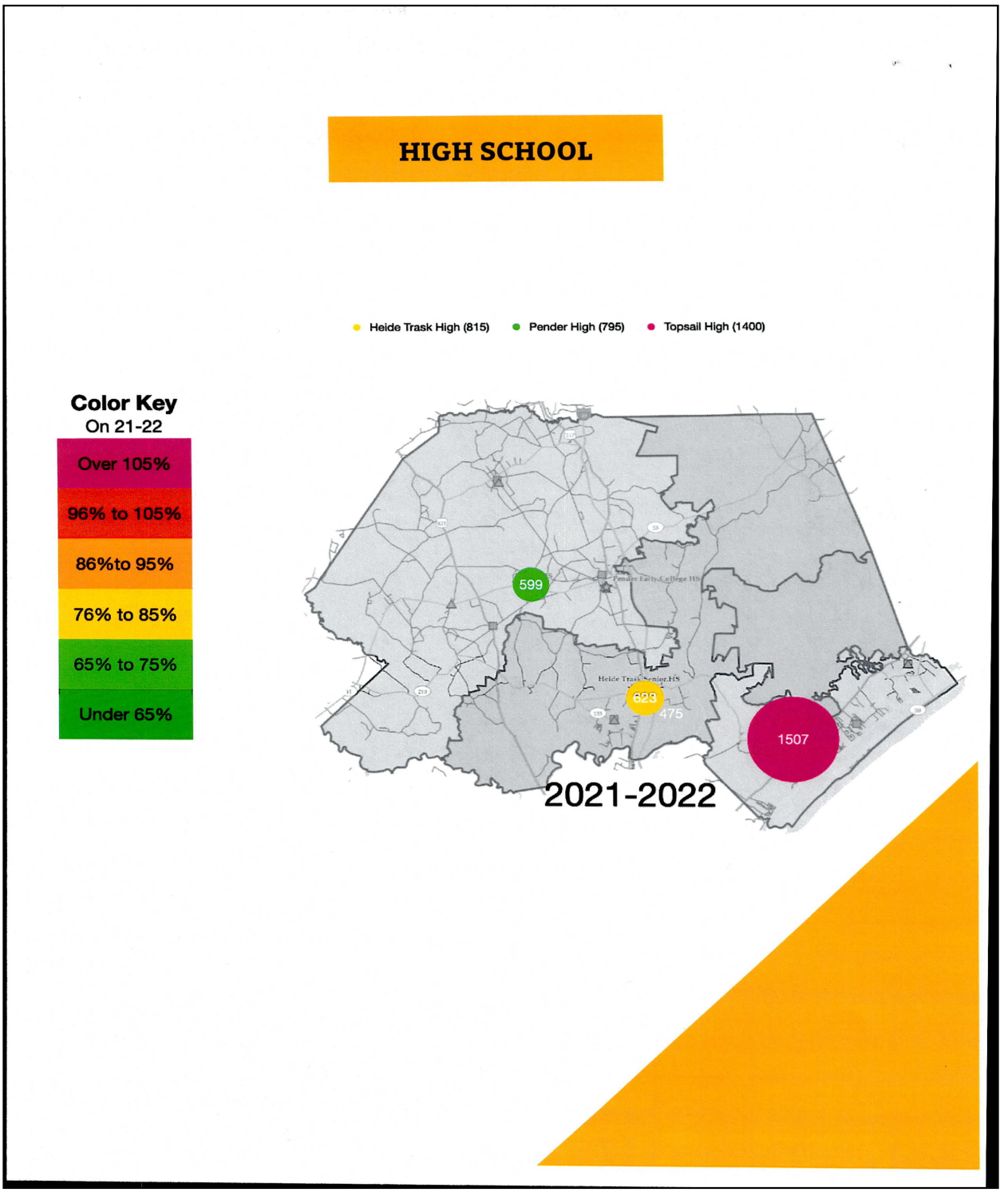
HIGH SCHOOL


Heide Trask High (815)
Pender High (795)
Topsail High (1400)
Color Key
On 17-18
Over 105%
96% to 105%
86%to 95%
76% to 85%
65% to 75%
Under 65%
658
777
475
1489
2017-2018

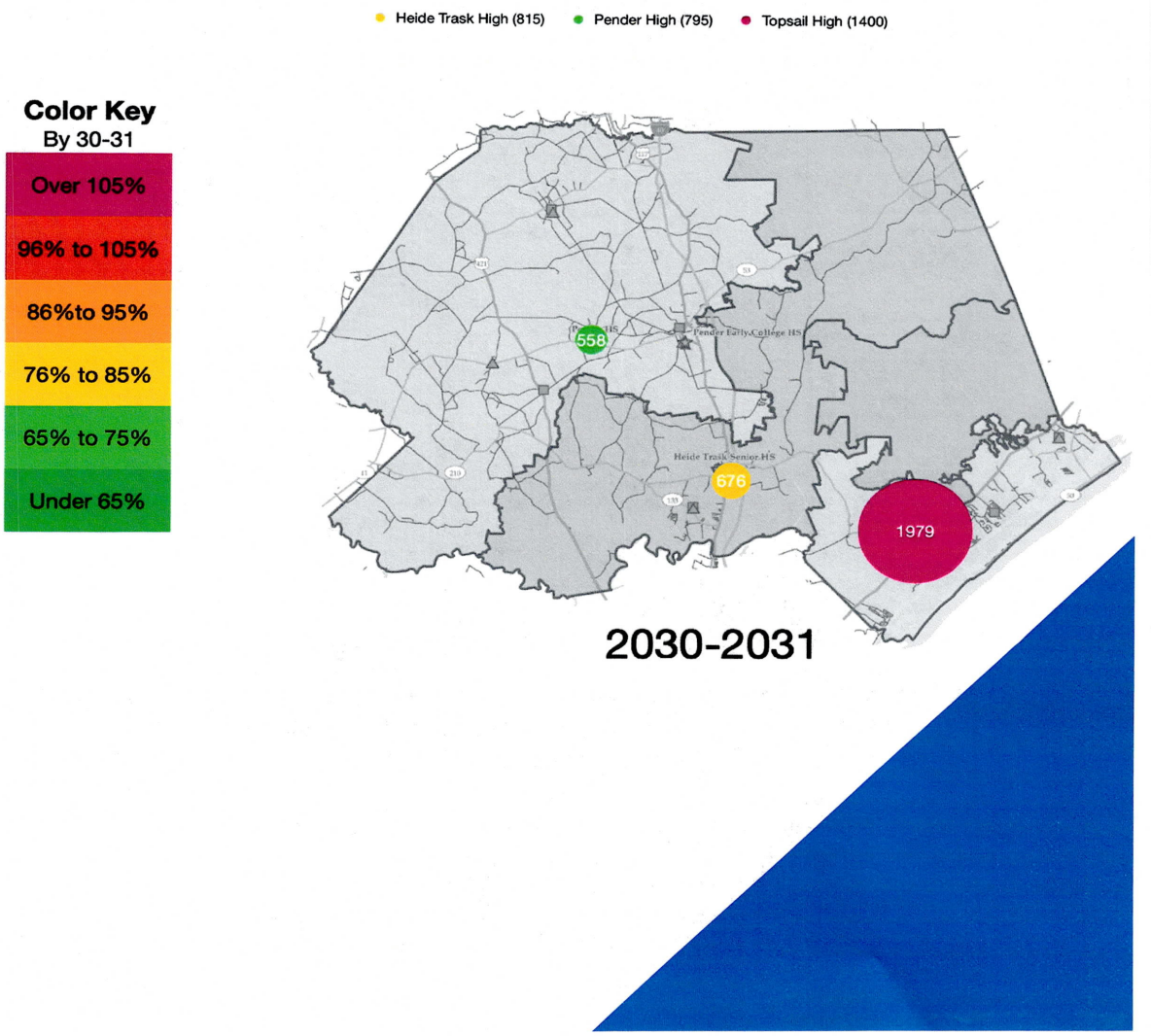
HIGH SCHOOL


Heide Trask High (815)
Pender High (795)
Topsail High (1400)
Color Key
On 18-19
Over 105%
96% to 105%
86%to 95%
76% to 85%
65% to 75%
Under 65%
639
749
475
1491
2018-2019

HIGH SCHOOL


Heide Trask High (815)
Pender High (795)
Topsail High (1400)
Color Key
On 21-22
Over 105%
96% to 105%
86%to 95%
76% to 85%
65% to 75%
Under 65%
599
623
475
1507
2021-2022

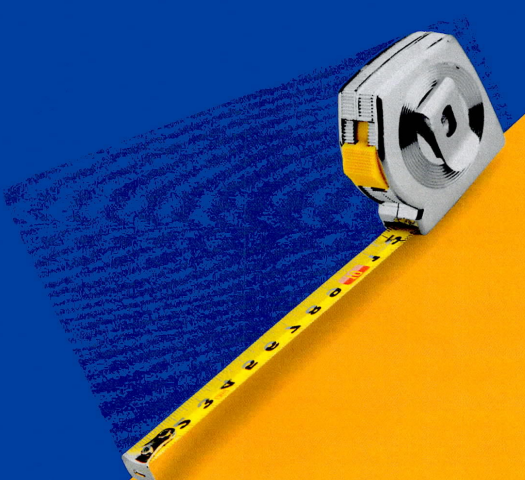
HIGH SCHOOL


Heide Trask High (815)
Pender High (795)
Topsail High (1400)
Color Key
By 30-31
Over 105%
96% to 105%
86%to 95%
76% to 85%
65% to 75%
Under 65%
558
676
1979
2030-2031

PENDER COUNTY SCHOOLS

BUILDING COST

TMS	**MIDDLE SCHOOL** 1,200 student 6-8 middle school	**$67,636,800**
TES NTES STES	**ELEMENTARY SCHOOL** 800 student k-5 Elementary School	**$43,920,000**
=	**TOTAL FOR NEW SCHOOLS** Total cost for two new schools	**$111,556,800**




SITE DEVELOPMENT
COST
THS
TOPSAIL MIDDLE
Renovation
$22,601,432
RPE
ROCKY POINT ELEMENTARY
Add 116 seats - 4 classrooms
$1,219,065
BURGAW MIDDLE
Rebuild cafeteria
$4,272,000


APPLYING FOR NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND GRANT PROGRAM UP TO 40 MIL...
SITE DEVELOPMENT
COST CONTINUED
CENTRAL SERVICES
Central Services building maintenance
$21,000,000
CENTRAL SERVICES
8-bay Transportation Department /Bus Garage
$17,121,600
TOTAL FOR UPDATES
Includes renovations and new building
$38,121,600

BOND REFERENDEUM

COST

PENDER COUNTY SCHOOLS

Building	Sq. Feet	Cost/Sq. Ft.	Cost	Scheduled Bid	Inflation %	Inflation Cost	FF&E Cost	Misc. Fees	Building & Site Dev. Cost
12,00 Student 6-8 Middle School	144,000	$385	$55,440,000	April 2023	0%	N/A	$5,544,000	$6,652,800	$67,636,800
800 Student K-5 Elementary School	96,000	$375	$36,000,000	April 2023	0%	N/A	$3,600,000	$4,320,000	$43,920,000
								Sub. Total:	*$111,556,800*
Topsail Middle Renovation	111,009	$130	$14,431,170	March 2025	12%	$1,731,740	$4,273,847	$2,164,676	$22,601,432
Rocky Point Elementary Add 116 Seats - 4 classrooms	2,426	$375	$909,750	February 2024	12%	$109,170	$90,975	$109,170	$1,219,065
Burgaw Middle Rebuild Cafeteria	10,000	$300	$3,000,000	February 2024	12%	$360,000	$462,000	$450,000	$4,272,000
New Central Services Complex									
Central Services Building/Maint.	50,000	$300	$15,000,000	April 2024	18%	$2,700,000	$1,5000,000	$1,800,000	$21,000,000
8 Bay Transportation Dept./ Bus Garage	28,800	$410	$11,808,000	April 2024	18%	$2,125,440	$1,416,960	$1,771,200	$17,121,600
								Sub. Total:	*$38,121,600*
								GRANT TOTAL	**$177,770,897**

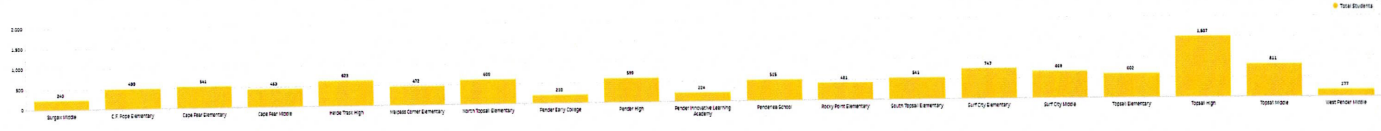
SCHOOL ENROLLMENT ON 5/20/2022

School	Students	Capacity	School	Students	Capacity
C. F. Pope Elementary	499	683	Burgaw Middle	240	322
Cape Fear Elementary	541	676	Cape Fear Middle	453	691
Malpass Corner Elementary	472	667	North Topsail Elementary	609	511
Pender Early College	210	250	Pender High	599	795
Penderlea	515	565	Rocky Point Elementary	431	484
South Topsail Elementary	541	512	Surf City Elementary	747	750
Surf City Middle	668	750	Topsail Elementary	602	506
Topsail High	1,507	1,400	Topsail Middle	811	745
West Pender Middle	177	307	Pender Innovative Learning Academy	224	175

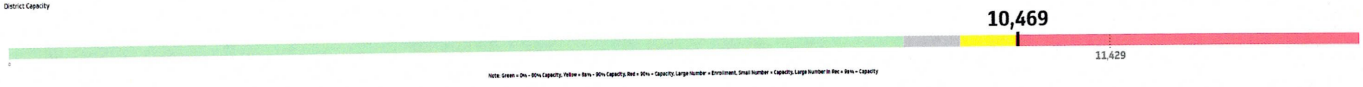
NOTE: Red numbers in this table indicate schools currently over building capacity.

SCHOOL ENROLLMENT





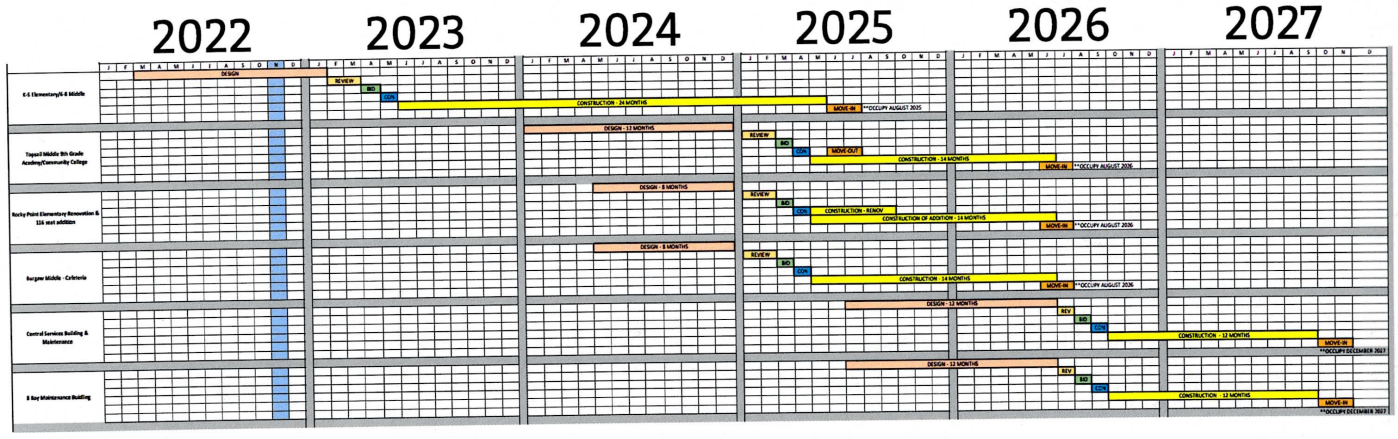




PENDER COUNTY SCHOOLS

BOND REFERENDUM
TIMELINE

PENDER COUNTY SCHOOLS



From: Deanna Johnson <dea@paintilm.com>
Sent: Monday, August 1, 2022 12:35 PM
To: Margaret Blue <mblue@pendercountync.gov>
Subject: [External]Bond

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.

Hello.
I am unable to attend todays meeting regarding the bond but as a citizen of Pender County, I am strongly against it! The interest alone, is a ridiculous amount of money that we the citizens do not wish to pay!

Thank you,
Deanna Johnson
Hampstead, NC

RESOLUTION AFFIRMING PENDER COUNTY'S INTENTIONS TO MAINTAIN ALIGNMENT OF ITS WORKFORCE DEVELOPMENT LOCAL AREA

WHEREAS, the Cape Fear Workforce Development Consortium is the decision-making entity for the local workforce investment area of Brunswick, Columbus, New Hanover, and Pender counties as designated by mutual agreement of the chief elected officials for those counties, pursuant to WIOA Section 107(c)(1)(B);

WHEREAS, the NC Works Commission has been studying realignment of North Carolina's workforce development local areas;

WHEREAS, the Cape Fear Workforce Development Consortium sent a letter dated February 25, 2022 to the NC Works Commission stating that the Consortium members are in unanimous agreement that the Cape Fear workforce development local area is properly designated and that the Consortium members universally oppose realignment of the Cape Fear workforce development local area;

WHEREAS, the NC Works Commission recommended realignment of North Carolina's workforce development local areas on March 30, 2022.

WHEREAS, the Board of County Commissioners is aware of the request to notify NC Works Commission chair of the County's intentions regarding realignment before August 1, 2022; and

WHEREAS, the Board of County Commissioners appreciates the opportunity to determine whether to pursue realignment of its workforce development local area.

NOW, THEREFORE, BE IT RESOLVED by the Pender County Board of Commissioners that the Cape Fear workforce development local area is properly and appropriately designated; and

BE IT FURTHER RESOLVED that the Board of County Commissioners intend to maintain the current alignment of its workforce development local area.

Adopted this 01 day of August, 2022.

David Piepmeyer, Chair
Board of Commissioners

ATTEST:

Tera Cline
Clerk to the Board

Pender County
Resolution affirming Pender County's intentions to maintain alignment of its workforce development local area

TO:	Board of County Commissioners
FROM:	George Brown
DATE:	August 1, 2022
SUBJECT:	Approval of a resolution affirming Pender County's intentions to maintain alignment of its workforce development local area

SUMMARY:
Approval of Resolution affirming Pender County's intentions to maintain alignment of its workforce development local area.

Pender County
Consideration of Grant Agreement for Streamflow Rehabilitation Assistance Program (StRAP) Grant and Budget Ordinance Amendment

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	August 15, 2022
SUBJECT:	Consideration of Grant Agreement for Streamflow Rehabilitation Assistance Program (StRAP) Grant and Budget Ordinance Amendment

SUMMARY:
The North Carolina General Assembly allocated funding in the FY 21-22 budget aiming to reduce flooding across the state's waterways, creating the Streamflow Rehabilitation Assistance Program (StRAP). This program allocates money for projects that protect and restore the integrity of drainage infrastructure. The StRAP program is managed by the North Carolina Department of Agriculture and Consumer Services - Division of Soil and Water Conservation.

Pender County submitted an application for funding to this grant program in March 2022 and was recently notified of an award of $357,888. The grant predominantly funds debris removal work, which involves removing vegetative debris, such as downed trees and limbs, from waterways to improve drainage and reduce the impact of future flood events. This grant primarily covers work along portions of Harrison Creek near NC HWY 210, Big Branch near US HWY 421, and Bulltail Creek near Indian Hill Road.

Staff expects to seek qualified bidders through a competitive bidding process in the coming months. This work is fully funded through the State allocation and does not require any matching funds from the County.

ACTION REQUESTED:
Approval of Grant Agreement and Budget Ordinance Amendment for Streamflow Rehabilitation Assistance Program

ATTACHMENTS:
1. Grant Agreement
2. Budget Ordinance Amendment

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

July 15, 2022

Daniel Adams
Pender County
PO Box 1519
Burgaw, NC 28425

NOTIFICATION OF FUNDING OFFER

Dear Daniel Adams,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Division of Soil & Water Conservation, I am pleased to inform you that $357,888.00 for your project, StreamFlow Rehabilitation Program (StRAP), was approved.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract electronically or submit two (2) original signed contracts. Depending on the method you choose, please return as shown below:

Electronic Signed Contract:
Heather Reichert
Administrative Specialist
Heather.reichert@ncagr.gov

Original signatures mail:
Heather Reichert, Administrative Specialist
N.C. Department of Agriculture & Consumer Services, Division Name
1614 Mail Service Center
Raleigh, NC 27699-1614

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. All authorized representative signatures must be in **blue or black** ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet. **Failure to complete and return the contract packets within 60 days of this letter or the deadline of any written extension provided will result in funding cancellation for the project.**

One fully-executed, an original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Heather Reichert at 919-707-3768, or feel free to send an email to heather.reichert@ncagr.gov.

I would like to take this opportunity to thank you for participating in the StreamFlow Rehabilitation Program (StRAP).

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures
cc: Heather Bruce, Grants Manager

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 ● Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government State Funds)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: **Pender County**

PROJECT TITLE/NAME: **Streamflow Rehab Assistance Program**

CONTRACT #: 22-080-4101

GO Entities Only Check One Box				*Document Title*	*Department Use – Documents Attached or On File*				*Grants and Contracts- Documents Attached or On File*			
	Yes		No	Contractual "Check Off List for Grantee		Yes		No		Yes		No
	Yes		No	Contract Cover (To be signed, dated & witnessed)		Yes		No		Yes		No
	Yes		No	Attachment A – General Terms and Conditions – Government/University		Yes		No		Yes		No
	Yes		No	Attachment B – Scope of Work (includes Timeline and Line Item Budget)		Yes		No		Yes		No
	Yes		No	Attachment C – Certifications and Assurances Section		Yes		No		Yes		No
	Yes		No	Attachment D – NC OpenBook Supplemental Information		Yes		No		Yes		No
	Yes		No	Attachment E – Signature Card		Yes		No		Yes		No
	Yes	X	No	Attachment F – StreamFlow Assistance 50% Progress Report***		Yes	X	No		Yes		No
	Yes	X	No	Attachment G – Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report***		Yes	X	No		Yes		No
	Yes	X	No	Attachment H- Request for Payment form***		Yes	X	No		Yes		No
				** NC Substitute W-9 and VEP forms are already on file and won't be required to be collected with contract.								

Rev. 6/17, 4/22

***Attachments F, G and H do NOT need to be returned with the final contract

Departmental Use Only

CENTER:2740
ACCOUNT: 536431
AMOUNT: $357,888
TIME PERIOD: June 1, 2022-Dec. 31, 2024

STATE OF NORTH CAROLINA
COUNTY OF WAKE

North Carolina Department of Agriculture and Consumer Services

Division of Soil & Water Conservation

Streamflow Rehabilitation Assistance Program– Government

CONTRACT # 22-080-4101

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water** (the "Agency") and Pender County, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000329 and is physically located in Pender County and is further located at PO Box 1519 Burgaw NC 28425.

The purpose of this Contract is to assist in protecting and restoring the integrity of drainage infrastructure through routine maintenance to existing streams and drainage ways. The Grantee's project title is Streamflow Rehabilitation Assistance Program. This Contract is funded by State appropriations provided through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). Funds awarded under this Contract must be used for the purposes for which they are intended and provided in Session Law 2021-180, Senate Bill 180 Section 5.9(k)-(o).

The Grantee's fiscal year ends June 30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work providing details on the stream debris removal and watershed structure projects and timelines (Attachment C)
4. NC Openbook Supplemental Information (Attachment D)
5. Signature Card (Attachment E)
6. Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report (Attachment F)
7. Streamflow Assistance 50% Progress Report (Attachment G)
8. Request for payment form (Attachment H)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

This Contract shall be effective on **June 1, 2022,** and shall terminate on **December 31, 2024,** with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. Grantee's Duties:

- The Grantee has 60 days to return the original contract from the offer letter. If more than 60 days is needed, a written explanation providing a detailed explanation for the extension need is required. The letter will also need to include a date that the contract will be signed and returned. The letter will be subject to approval. Failure to return the contract within 60 days or a written explanation will result in funding cancellation for the project.
- The Grantee shall provide the planned repairs to the named stream/drainage channels and watershed projects listed in Attachment B, Scope of Work. The Grantee shall be responsible for obtaining necessary landowner authorization for site access and all permits needed to complete the planned work.
- Grantee will need to have *Fifty percent (50%) of award funds committed* (i.e., encumbered) with vendors by **February 28, 2023**. If by February 28, 2023, this condition hasn't been met, the grantee's remaining unencumbered funds are subject to reversion and reallocation by the Commission.

IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed $357,888.00. The funds are provided from State appropriations allocated through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). By **February 28, 2023**, fifty percent (**50%**) of the award amount $178,944.00 should be encumbered by contracts.

[X] a. There are no matching requirements from the Grantee.

[ ] b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In Kind	$
	Cash	$

[ ] c. The Grantee's matching requirement is , which consists of:

	NRCS	
	Cash	$

The total Contract amount with matching funds is $ $357,888.00.

V. Conflict of Interest Policy:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict-of-Interest Policy with the Agency prior to disbursement of funds.

VI. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. Reporting Requirements:

- State Reporting Requirements [N.C.G.S. 143C-6-23]:
  - The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.
- Agency Reporting Requirements:
  - The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved.
  - First report will be due on or before the last day of October 2022.
  - The quarterly report will be submitted using the form shown as ***Attachment F***- *Streamflow Rehabilitation Assistance Program (StRAP) Progress Report*. This report will be used for the quarterly and final report. Each report shall include a narrative summary of the work completed each quarter and for the project to date and a summary of cash and in-kind expenditures for the quarter and total project.
  - The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.
  - Grantee shall submit a *Streamflow Assistance 50% Progress Report (**Attachment G**)* by **end of business hours on February 28, 2023**. The report will provide detailed information on the contracts that have been approved and executed for the project. This report requires the grantee to show 50% of contract funds being encumbered by contracts. The report needs to be submitted to the Agency contract administrator via email. The report is also subject to the review and approval of the Soil & Water Commission.
  - Grantee shall submit a Final Financial report and Final Invoice no later than 60 days after the expiration or termination of this Contract.
  - Grantee will provide award letters for any subgrant.
  - Failure to submit timely and accurate reports will delay action on submitted invoices. Repeated reporting issues can also result in further discussion with the Soil & Water Commission to determine continued participation in the program.

IX. Payment Provisions:

All Request for Payment forms should be received no more than monthly. Payment requests will be submitted using ***Attachment H***- *StreamFlow Rehabilitation Assistance Program Project Invoice Form*, along with an appropriate certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency payment shall be

made within 30 days. All payments are subject to the availability of funds and verification that the Grantee is current on all reporting requirements.

For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

A portion of the funds awarded to the Grantee may be used to reimburse actual documented engineering, technical assistance, and administrative expenses for the project, excluding any salary, benefits, and operating expenses that would normally have been paid by the Grantee. Reimbursement of engineering, technical assistance, and administrative expenses shall be limited to 15% of total reimbursed expenditures.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Program Project Invoice" form. Eligible uses of income earned are:

- Expanding the project or program.
- Continuing the project or program after grant ends; or
- Supporting other projects or programs that further the broad objectives of the grant program.

This contract can be terminated prior to the original end date once the Grantee completes their final report. If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by a final invoice. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual" https://www.osbm.nc.gov/budget/budget-manual

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

Indirect costs are not allowable expenditures under this Contract.

X. Fraud, Waste and Abuse

Grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency's Audit Services Division, to any member of the Agency's management team or through the FWA reporting website below.

N.C.G.S. 143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: https://www.ncagr.gov/internalaudit/ReportForm.htm

Under no circumstances should an individual attempt to personally conduct investigations or interviews /interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct.

It is the Agency's policy that employees/contractors/sub recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

XI. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Heather Reichert **1614 Mail Service Center** **Raleigh, NC 27699-1614** Telephone: 919-707-3768 Email: heather.reichert@ncagr.gov Grants & Contracts General Email: agr.grants@ncagr.gov	Heather Reichert Division of Soil & Water Conservation 216 West Jones Street Raleigh, NC **27603**

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Daniel Adams Pender County PO Box 1519 Burgaw, NC 28425 910.259.0231 dadams@pendercountync.gov	**Same**

XII. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State, and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XIII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- Will implement or already have implemented adequate internal controls over disbursements.
- Pre-audit all invoices presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
- Legality of disbursement
- Assure adequate control of signature stamps/plates.
- Assure adequate control of negotiable instruments; and
- Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XI. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. N.C.G.S. § 133-32 and Executive Order 24:

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 or Contract, 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 employee of your organization.

(This space is internally left blank)

XV. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail. It is required that each party retain a fully executed copy of this contract.

Grantee: _____

Signature of Authorized Representative Date

Printed Name Title

Witness:

Signature Date

Printed Name Title

North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner

PUBLIC SECTOR CONTRACTS (Including Local Governments)

General Terms and Conditions

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) shall mean and include 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 subagency of government. For other purposes in this Contract, "Agency" shall mean 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 subgrantee.
(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 subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): 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.
(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. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): 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 subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), 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) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee 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. 143C-1-1(d)(29): 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: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

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

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State 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).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be 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, shall be 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 such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.
In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be 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 shall be deemed to be in default of its obligations hereunder if and so long as 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: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply 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 shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

(a) have a Contract with a governmental Agency; or
(b) have performed under such a Contract within the past year; or
(c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made 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.

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).

Record Retention: Records shall not be destroyed, purged or disposed of 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 been 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.

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.

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 shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

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.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees 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 shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

Attachment B

Streamflow Rehabilitation Assistance Program Scope of Work v.1			
Applicant Name:	Pender County		
Payee Name	Pender County	Payee Tax ID	56-6000329

STREAM DEBRIS REMOVAL Revised Scope of Work (Insert Additional Lines as Needed)

	Stream/Drainage Channel Name	Linear Feet of Channel Proposed for Repair	Description of Damage	Planned Repair and Removal from Floodplain	Number of Known Beaver Dams	Estimated Cost to Repair
A	Harrison Creek	10,641	Vegetative Debris Blockage	Remove debris offsite where feasible. Strap or chip where offsite removal is not feasible	10	$111,730.50
B	Big Branch	8,900	Vegetative Debris Blockage	Remove debris offsite where feasible. Strap or chip where offsite removal is not feasible	0	$93,450.00
C	Bulltail Creek	13,000	Vegetative Debris Blockage	Remove debris offsite where feasible. Strap or chip where offsite removal is not feasible	15	$136,500.00
D	Lewis Creek	Blow beaver dam	Beaver dam	Explosives to blow dam	4	$1,800.00
E	Moores Creek	Blow beaver dam	Beaver dam	Explosives to blow dam	2	$900.00
F	Dry Branch	Blow beaver dam	Beaver dam	Explosives to blow dam	6	$2,700.00
G	Bull Branch	Blow beaver dam	Beaver dam	Explosives to blow dam	7	$3,150.00
H	Long Creek	Blow beaver dam	Beaver dam	Explosives to blow dam	5	$2,250.00
I	Shelter Creek	Blow beaver dam	Beaver dam	Explosives to blow dam	3	$1,350.00
J	Bulltail Creek	Blow beaver dam	Beaver dam	Explosives to blow dam	5	$2,250.00
K	Cypress Creek	Blow beaver dam	Beaver dam	Explosives to blow dam	4	$1,800.00
L						
M						
TOTALS:		32,541			61	$357,880.50

PL-566 WATERSHED STRUCTURE Revised Scope of Work (Insert Additional Lines as Needed)

	PL-566 Watershed Project Name	Watershed Project Structure Number	Description of Needed Repair	Description of Planned Repair	Estimated Cost to Repair
A					
B					
C					
D					
E					**0**

Project Timeline

	Time Period	Milestones
A	July - Sept 2022	Sign grant agreements with NC Soil and Water, Approval from Board of County Commissioners. Begin collecting right of entry hold harmless agreements.
B	Oct - Dec 2022	Publish RFP, Sign contract with contractor
C	Jan - Mar 2023	Execute debris removal project
D	Apr - June 2023	Blow beaver dams
E	July - Sept 2023	Project closeout
F	Oct - Dec 2023	
G	Jan - Mar 2024	
H	Apr - June 2024	
I	July - Sept 2024	
J	Oct-Dec 2024	

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over $100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.

d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

---

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.

b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and

c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

_____ _____

_____ _____

_____ _____

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

Grantee Organization Name

Signature of Authorized Representative Date

Printed Name of Authorized Representative Title

Attachment D

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

GRANTEE INFORMATION:

Grantee Name:

County of Residence: District Number ***(MUST BE FILLED IN):***

Tax Id Number:

UEI Number**: I have started the UEI process but not received a UEI number. ☐

**Due to the SAM.gov migration from DU& Bradstreet, obtaining a UEI number has created unforeseen issues with the SAM.gov website search engines and portals. Due to the massive backlog in validation ticket issues, we are not requiring the UEI numbers at this time; however, if you have started the process, please let us know OR if you UEI number please provide it.*

Fiscal Year End: Grantee's Website:
(MM/DD) Format

PROJECT INFORMATION:

Brief Description and Background/History of your Organization: Be sure to include the number of years in existence, number of employees, mission and goals of your organization. MAX CHARACTERS: 250

Current project timeline: Begin date End Date

Expected outcomes and specific deliverables: Expected outcome is intended result of your grant program. The specific deliverables are the accomplishments that will be achieved with the grant. *EXAMPLE: Funding for the Farmers Produce Box program will allow an additional 150 boxes to be created this year. This will allow approximately 37 additional families to receive these the boxes 4 times a week to help resolve their food insecurity. MAX CHARACTERS: 300*

Project Location Benefit Information: *(Location(s) in which funding will be spent and/or food commodities will be received.)*

☐ Single County

☐ Regional**

- ☐ Mountains
- ☐ Piedmont
- ☐ Inner Coastal Plain
- ☐ Tidewater

☐ Statewide

**If your answer is Regional, list all Counties that are receiving benefit:

CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.	
SECTION I.	
Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	
SECTION II.	
Certification: By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.	
~~NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)~~	
~~Board Chair, Executive Director, etc.~~	**~~Financial Representative, Treasurer, etc.~~**
Print Name & Title:	Print Name & Title:
Signature:	Signature:
GOVERNMENTAL ENTITIES (Must match Contract signature)	
Authorized Governmental Official	**Chief Fiscal Officer**
Print Name & Title:	Print Name & Title:
Signature:	Signature:

Stream Debris Quarterly Report

Progress Report Form

Quarterly ☐ **Final** ☐

Sponsor:
Sponsor Tax ID #:
Contract number:
Date of Report:
Reporting Period:
Form Completed By (Name & Title):
E-mail address:
Effective Date of Contract:
End Date of Contract:
Anticipated Completion Date:

Financial Report

State Expenditures

Total State Contract Funds:
Previous State expenditures:
State expenditures this reporting Period:
Total State expenditures:
Balance of State Funds:

Recipient Share (Match)

Total recipient share:
Previous Recipient share of expenditures:
Expenditures this reporting period:
Total Share expenditures:
Remaining recipient share to be provided:

Stream Debris Quarterly Report

Encumbered Amount (Amount Contracted)

Total State Contract:
Amount of contract Encumbered:
Amount of contract Unencumbered:

Performance Report –

Description of work done this quarter (if no work was done this quarter please explain):

Stream Debris Quarterly Report

Please list all segments on Scope of Work: include who is that segment is contracted with, there address, how much the contract is for (Linear Feet and Dollar Amount), Timeline on contract. If segment is not contracted with anyone, please explain why, and include timeline on when it will be contracted:

Stream Debris Quarterly Report

Project Schedule:

Any delays:

Yes ☐

No ☐

If any delays or problems, please explain:

Project Cost Status:

Cost Unchanged ☐

Cost Overrun ☐

Cost underrun ☐

If Cost is Overrun or Underrun, please explain:

(Attach additional sheets as necessary.)

Stream Debris Quarterly Report

Once form is complete, please attach to the email the budget report for this quarter and any relevant photographs, charts or other documentation that helps demonstrate the status of the project.

Signature – Authorized Signer _____

Date _____

Email quarterly reports to Heather.Reichert@ncagr.gov

Attachment G

StreamFlow Assistance 50% Progress Report

Due NO LATER than FEBRUARY 28, 2023

Grantee Name:

Person completing report:

SECTION 1: FINANCIAL REPORTING

Amount of Contract:

Amount of funds encumbered by contracts:

Does this amount equal 50%? YES NO

- If you answered **yes**, complete section 2 and 3 of this report.
- If you answered **no**, completed section 2 and 4 of this report.

SECTION 2: CONTRACT INFORMATION

For **each** contract provide the following information:

- Name and address of contractor
- Amount of contract
- Contribution to project (brief description of what work they will complete)
- Did a Council/Committee/Commission have to provide approval for the contract?
  YES NO
  **If yes, provide the date this occurred.
- Date signed
- Contract Number
- When is work expected to begin?

SECTION 3: PROGRESS REPORT
(If 50% goal has been met)

Provide a detailed update on all work that has been completed since contracts with NCDA&CS have been signed. This should be a very detailed report that provides the commission with information about the work that is being done to advance the project.

By signing the report below, I certify that to the best of my knowledge and belief the report is true, complete and all expenditures reported are for appropriate purposes and in accordance with the provisions set forth in the subaward documents.

_____

Printed Name and Title Date

_____

Signature

SECTION 4: Progressing toward 50% goal

(If 50% goal has NOT been met)

If you have been unable to secure the required contracts, please provide the reasons why this has occurred and what is being done to move the project forward. Provide details on the next steps and information on when you expect to meet the 50% of award under contract requirement.

By signing the report below, I certify that to the best of my knowledge and belief the report is true, complete and all expenditures reported are for appropriate purposes and in accordance with the provisions set forth in the subaward documents.

_____

Printed Name and Title Date

_____

Signature

Streamflow Rehabilitation Assistance Progam Project Invoice Form (ver. 1, 4/2022)

Please fill in Parts 1-7 and send, along with necessary backup, to: Heather.Reichert@ncagr.gov — NOG NOT on SFL ○

1

Payee Organization Name		Invoice #	
Project Name:	**Streamflow Rehab Project**	Payment Authorization	
Contract Number		Tax ID #	
Contract Expiration Date		PO Line	
Request No.:	**Date:**	Payment Amount	

2

Contract Amount:		Amount contract Funds Remaining:		$0.00
	a	b	c	d
Activity	Contract Budget	Previously Spent from contract Budget	Total spent this invoice period from contract Budget	Total spent to date from contract Budget
StRAP Contracts				$ -
			Amount Requested this Invoice	$ -

3

ALL MATCHING FUNDS:	e	f	g	h
Activity	Budgeted Match	Previously Reported Matching Funds	Total matching funds this invoice period:	Total matching funds to date:
Cash				$ -
In-Kind				$ -
Total	$ -	$ -	$ -	$ -

4

Progress on Stream Segments:				
Segment Description (Please refer to Scope of Work) *Please add rows as needed*	**Feet Planned for Treatment**	**Feet of Stream Completed this Invoice**	**Total Feet of Stream Completed**	**Beaver Dams Removed**
Totals	**0**	**0**	**0**	**0**

5

Progress on PL-566 Watershed Stucture Improvement:				
Planned Improvement (Please refer to Scope of Work) *Please add rows as needed*	**Description of Completed Action**			**Extent of Completed Action (e.g., cu. yd. of sediment removed)**
Totals	**0**	**0**	**0**	

6

Administration/Technical Assistance (Not to exceed 15% of total expended contract funds, not including matching funds)	Admin allowed (15% max):	Admin Previously Invoiced :	Total Admin this Invoice	Total Admin Invoiced to Date
	$ -			$ -
Detailed Admin Expenses Claimed this Invoice (Must be related to implementation, Salary/Benefits for existing salaried staff not eligible, without prior written approval, Must attach supporting documentation) Please add rows as needed	Salary/Benefits	Equipment	Supplies	Total
				$ -
				$ -

7

Submitted by:	
Title	
Signature:	
E-mail Address:	
Telephone Number:	

DSWC Project Inspection Certification

I certify that I have inspected the work completed and reported on the progress report and recommend approval of payment for this invoice.

Signature of DSWC or NRCS certifying official **Date**

Please direct questions about this form to Heather Reichert, at (919)707-3768 or Heather.Reichert@ncagr.gov.

Wednesday, July 20, 2022

Pender County Budget Ordinance Amendment

Date Wednesday, July 20, 2022

Board Meeting Date (If Applicable) Monday, August 15, 2022

Fiscal Year FY 2022-2023

Fund 60 - CIP

Division, Program, Project, etc. Hazard Mitigation

Department 653 - PLANNING DEPARTMENT

Purpose of Request
County received grant funding for debris removal work.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-348366-6471	NC Dept of Ag & Con Serv Grant	$357,888.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-404500-6471	Contracted Services	$357,888.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 357888

Total Expenditures 357888

Budget Amendment Balances when Zero. 0

Prepared By: Daniel Adams

Email dadams@pendercountync.gov

Pender County
Approval for Pender County to establish its Local Emergency Planning Committee

TO:	Board of County Commissioners
FROM:	Tommy Batson
DATE:	August 15, 2022
SUBJECT:	Approval for Pender County to Establish its Local Emergency Planning Committee

SUMMARY:
The establishment of the Pender County Local Emergency Planning Committee is authorized by Title III of the Superfund Amendment and Reauthorization Act (SARA) of 1986, known as the “Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986”, the North Carolina Executive Order No. 125 (December 18, 1997) and by resolution of the Pender County Board of Commissioners

History
Pender County had a not very active LEPC into early 2016. In late 2016 Pender County and New Hanover County with approval of North Carolina Emergency Management combined into the New Hanover/Pender LEPC.

Approval for Pender County to reestablish its own LEPC with all public, governmental and private partners across the county.

What does an LEPC do?
Under the Emergency Planning and Community Right-to-Know Act (EPCRA), Local Emergency Planning Committees (LEPCs) must develop an emergency response plan, review the plan at least annually, and provide information about chemicals in the community to citizens.

What benefits are there to being actively involved in the LEPC?
If you have an active LEPC, you may be able to get funds for training, planning, exercises and equipment. The LEPC serves as a forum to help involve citizens in the discussion on emergency planning and response. Participate in exercises and drills to improve community's preparedness.

What are the roles and responsibilities of an emergency planning committee EPC?

The role of the EPC

Develop, implement and maintain the emergency plan, emergency response procedures and related training for their respective facilities; and. establish an emergency control organization (ECO) to operate in accordance with the emergency plan and emergency response procedures.

Function of the local emergency planning committee LEPC?

The Local Emergency Planning Committee (LEPC) is a federally mandated entity composed of state and local officials, business representatives and members of the press. The role of the LEPC is to form a partnership with local governments and industries as a resource for enhancing hazardous materials preparedness.

Responsibilities

The primary responsibility of the LEPC is to receive information about hazardous substances from industry and use this information to develop comprehensive site emergency plans. It is also responsible for establishing procedures and programs which make it easy for residents to understand and have access to the information that industry submits.

To achieve this the committee oversees:

- -SARA Title III Environmental Compliance
- -HAZMAT training and exercises
- -Site-Specific Chemical Planning Program
- -Coordination of chemical information to emergency responders
- -Maintenance of the county-wide incident management plan

The LEPC will meet at least four (4) times a year.

ACTION REQUESTED:

Approval to reestablish the Pender County Local Emergency Planning Committee

Pender County
Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 2393-48-3645-0000 on Red Tip Lane

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	August 15, 2022
SUBJECT:	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 2393-48-3645-0000 on Red Tip Lane

SUMMARY:
Please consider attached documentation of bid for surplus property located on Red Tip Lane.

It is recommended that the $12,000 bid from Matthew Walker for parcel number 2393-48-3645-0000 be accepted by the County and the upset bid process to begin as of August 15, 2022. The attached letter indicates the details of the bid and upset bid process for this property. The tax value for this property is listed at $19,460.

ACTION REQUESTED:
Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 2393-48-3645-0000 on Red Tip Lane

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

PENDER COUNTY NC

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

Letter of recommendation for sale of real property

7/28/2022

Dear County Manager,

For your consideration is an upset bid process for parcel number 2393-48-3645-000 located neared Red Tip Lane that we acquired on 08/20/2018 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 2.49 of an acres. The estimated tax value of the parcel is $19460.00 in GIS. Mr. Matthew Walker has placed a bid offer of 12,000.00.

Published notice of the summary of this resolution will be by electronic advertisement on the County's website located under Bid & RFP's and through the local paper. The electronic published notice and local paper is pursuant to G.S. Chapter 160A-269.

Sincerely,

Andy Devane
Asset Manager

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



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

Resolution

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

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property located at parcel 2393-48-3645-0000 as a surplus asset that will be sold as is thru the upset bid process after board approval.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's."

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property through the seal bid process. The summary of this resolution is pursuant to G.S. Chapter 160A-269.

Adopted at a _____ meeting on
_____ 2022

_____
Pender County Authorized Representative

ATTEST:

_____
County Clerk

Andy Devane

From: Jotform <noreply@jotform.com>
Sent: Wednesday, July 27, 2022 11:56 AM
To: Andy Devane
Subject: [External]Surplus Property Bid

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.

Jotform

Hi,

Surplus Property Bid form submission data is below:

Submission Date

Jul 20, 2022

OK
MCB 7.27.22

Name

Matthew Walker

Phone Number

(910) 260-6500

E-mail

matt.r.walker@outlook.com

Parcel ID Number

2393-48-3645-0000

Address

0 Red Tip Lane

Potential Bid Information:

I would like to place a bid for $12,000

S 24

STATE OF NORTH CAROLINA

COUNTY OF PENDER

PENDER COUNTY

Plaintiff(s),

v.

MARY ELIZABETH HEATH, owner et. al.

Defendant(s).

FILED

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
COURT FILE #: 17-CVS-1019

FINAL REPORT

The undersigned Commissioner shows the Court that he has delivered the deed as ordered and received the sums and made the disbursements as follows:

Item	High Bid	Distributions	Previously Pd.
Purchaser	$4,532.69		
Pender County - Costs (court filings)			$220.00
Pender County - Costs (service)			$60.00
Pender County - Costs (Legal Ads)			$722.75
Pender County ROD (revenue stamps)		$10.00	
Pender County - (ROD) Deed Filing Fees		$26.00	
Pender County - Taxes			$573.57
Lawrence Boehling - GAL		$400.00	
Lawrence Boehling - US Military		$400.00	
Sherman & Rodgers - Legal Costs		$280.00	
Sherman & Rodgers - Legal Fees		$1,625.00	
Sherman & Rodgers - Commissioner's Fees		$215.37	
TOTAL	***$4,532.69***	***$2,956.37***	***$1,576.32***

Distribution Statement

Check to Pender Registry	$36.00
Lawrence Boehling (GAL & US Military)	$800.00
Check to Sherman & Rodgers	$2,120.37
TOTAL	***$2,956.37***

Upon the approval of this Final Report, Richard T. Rodgers, Jr. is hereby discharged as Commissioner and relieved of any future duties which would obligate Richard T. Rodgers, Jr. to take any action as Commissioner in this matter.

Richard T. Rodgers, Jr, Commissioner

Assistant/Clerk of Superior Court

5-20-18

Date of Audit and Approval

SV 2393-48-3645-0000
John Thomas Heath
Mary Elizabeth Heath
17-CVS-1019

3332

SHERMAN AND RODGERS PLLC DBA
PROTAX
PENDER COUNTY TAX COLLECTOR TRUST
PO BOX 250
BURGAW, NC 28425

PNC BANK, N.A.
15-3/540

PAY TO THE ORDER OF Pender County Registry

August 17, 2018 $ 36.00

thirty-six and 00/100********** DOLLARS

Security features. Details on back.

Recording Costs and Revenue Stamps
MEMO 2393-48-3645-0000 - 17-CVS-1019

AUTHORIZED SIGNATURE

⑈003332⑈ ⑆054000030⑆ 533697776⑈

SHERMAN AND RODGERS PLLC DBA PROTAX • PENDER COUNTY TAX COLLECTOR TRUST

3332

3333

SHERMAN AND RODGERS PLLC DBA
PROTAX
PENDER COUNTY TAX COLLECTOR TRUST
PO BOX 250
BURGAW, NC 28425

PNC BANK, N.A.
15-3/540

PAY TO THE ORDER OF Lawrence Boehling

August 17, 2018 $ 800.00

eight hundred and 00/100********** DOLLARS

Security features. Details on back.

MEMO GAL and US Military Fees
2393-48-3645-0000 - 17-CVS-1019

AUTHORIZED SIGNATURE

⑈003333⑈ ⑆054000030⑆ 533697776⑈

SHERMAN AND RODGERS PLLC DBA PROTAX • PENDER COUNTY TAX COLLECTOR TRUST

3333

3334

SHERMAN AND RODGERS PLLC DBA
PROTAX
PENDER COUNTY TAX COLLECTOR TRUST
PO BOX 250
BURGAW, NC 28425

PNC BANK, N.A.
15-3/540

PAY TO THE ORDER OF Sherman and Rodgers, PLLC

August 17, 2018 $ 2,120.37

two thousand one hundred twenty and 37/100********** DOLLARS

Security features. Details on back.

MEMO Legal Fees, Costs and Commissions
2393-48-3645-0000 - 17-CVS-1019

AUTHORIZED SIGNATURE

⑈003334⑈ ⑆054000030⑆ 533697776⑈

SHERMAN AND RODGERS PLLC DBA PROTAX • PENDER COUNTY TAX COLLECTOR TRUST

3334



PIN: 2393-48-3645-0000
Owner: PENDER CNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4670/2767

Property Address:
Description: 2.49 ACRES W/S 1352

Sale Price: $5,000
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 980935
Township: UNION
Subdivision:
Tax Codes: G01 F27 R40

Acres: 2.49
Land Value: $19,460
Building Value: $0
Total value: $19,460
Deferred Value: $0
Exempt Amount: 19460
PCL Class: E
Heated Sq Feet:

Pender County

1:6,389

0 0.0475 0.095 0.19 mi

0 0.075 0.15 0.3 km

1 inch = 532 feet

January 11, 2022

N W E S

Pender County
Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 3255-77-4454-0000 at 9549 NC HWY 210 in Rocky Point

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	August 15, 2022
SUBJECT:	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 3255-77-4454-0000 at 9549 NC HWY 210 in Rocky Point

SUMMARY:
Please consider attached documentation of bid for surplus property located at 9549 NC HWY 210 in Rocky Point.

It is recommended that the $7,500 bid from Leslie Weaver for parcel number 3255-77-4454-0000 be accepted by the County and the upset bid process to begin as of August 15, 2022. The attached letter indicates the details of the bid and upset bid process for this property. The tax value for this property is listed at $8,000.

ACTION REQUESTED:
Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 3255-77-4454-0000 at 9549 NC HWY 210 in Rocky Point

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

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

Letter of recommendation for sale of real property

8/2/2022

Dear County Manager,

For your consideration is an upset bid process for parcel number 3255-77-4454-0000 located near 9549 NC HWY 210 in Rocky Point that we acquired on 06/02/1956 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.8 of an acre. The estimated tax value of the parcel is $8,000.00 in GIS. Mr. Leslie Weaver has placed a bid offer of $7,500.00.

Published notice of the summary of this resolution will be by electronic advertisement on the County's website located under Bid & RFP's and through the local paper. The electronic published notice and local paper is pursuant to G.S. Chapter 160A-269.

Sincerely,

Andy Devane

Asset Manager

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

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

Resolution

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

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (parcel number: 3255-77-4454-0000) as a surplus asset that will be sold as is thru the upset bid process after board approval.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's."

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property through the seal bid process. The summary of this resolution is pursuant to G.S. Chapter 160A-269.

Adopted at a _____ meeting on

_____ 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
adevane@pendercountync.gov

Offer To Purchase

I, Leslie Robert Weaver, would like to offer $7500.00 for the property listed as the following:

Pin: 3255-77-4454-0000

Deed Ref: 333/122

Plat: 00050035

Township: Holly

This the 29th day of July, 2022.

Leslie Robert Weaver

Leslie Robert Weaver

9549 NC Hwy 210

Rocky Point, NC 28457

910-465-4741

333-122

NORTH CAROLINA
PENDER COUNTY

THIS DEED, made this the 2 day of June, 1956 by Commissioner, pursuant to a judgment of the Superior Court of Pender County in an action entitled Pender County va. Leon Chao, et al, party of the first part, to Pender County, Pender County, North Carolina, party of the second part,

WITNESSETH: That whereas, the said L. R. Bradshaw, Commissioner, being empowered and directed by a judgment in the said action, did, on the 14 day of May, 1956, 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 $330.13; 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 L. R. Bradshaw, 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 L. R. Bradshaw, Commissioner, as aforesaid, doth hereby bargain, sell, and convey to the said Pender County that certain parcel or lot of land situated in Holly Township, Pender County, North Carolina, and more particularly described as follows:

Adj. C. W. Clewis, Mrs. W. D. Burton, et al.
BEGINNING at a stake by a large Gum Stump on the North side of the old Holly Shelter Road, and running thence North 73° West 210 feet to a stake; thence South 2 - 45 West 363 feet to a stake by a pine on the Holly Shelter Main Road; thence with said road North 43° 30' East 132 feet to a bend in said road; thence continuing said Road North 33° 45' East 269 feet to the point of Beginning, containing 8/10 of an acre more or less.

To have and to hold the said land with its appurtenances, to Pender County the said party of the second part, its successors and assigns forever, in as full and ample manner as said L. R. Bradshaw, Commissioner, as aforesaid, is authorized, and empowered to convey the same.

In witness whereof, the said L. R. Bradshaw Commissioner, hath hereunto set his hand and seal the day and year first above written.

L. R. Bradshaw (SEAL)
Commissioner

NORTH CAROLINA
PENDER COUNTY

I, C. D. Murphy, Clerk of Superior Court in and for the State and County above, do certify that L. R. Bradshaw personally appeared before me this day and signed the foregoing deed for the purposes therein set forth. Let the instrument with this certificate be recorded.

Witness my hand and Notarial Seal this the 4 day of June, 1956.

C. D. Murphy
CLERK OF SUPERIOR COURT

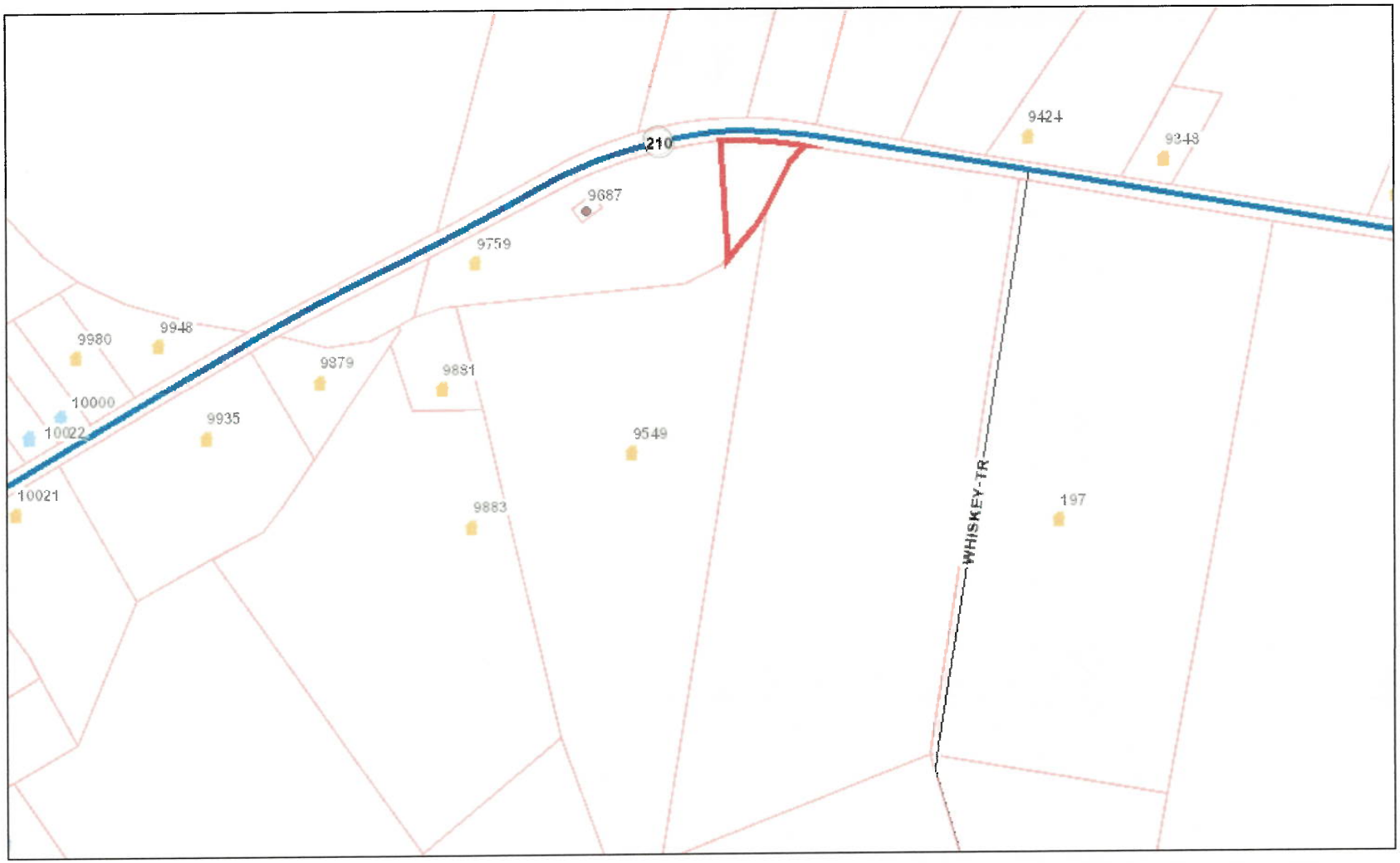
Filed for registration on the 11 day of June 1956 at 1:30 O'clock P. M.

REGISTER OF DEEDS.

NORTH CAROLINA
PENDER COUNTY

THIS DEED, Made this the 2 day of June, 1956 by Commissioner, pursuant to a judgment of the Superior Court of Pender County in an action entitled Pender County vs. Lillian Sutton, et al, party of the first part, to Pender County, Pender County, North Carolina, party of the second part,

WITNESSETH: That whereas, the said L. R. Bradshaw, Commissioner, being empowered and directed by a judgment in the said action, did, on the 14 day of May, 1956, 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 $93.02; and wherease, 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 L. R. Bradshaw, 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:



PIN: 3255-77-4454-0000
Owner: PENDER COUNTY
P O BOX 366
BURGAW, NC 28425
Deed Ref: 333/122

Property Address:
Description: PT 5.50AC TR PB 5/35

Sale Price: $0
Sale Date: LAST_SALE_DATE
Plat: 00050035
Account No: 26233
Township: HOLLY
Subdivision:
Tax Codes: G01 F24 R40

Acres: 0.8
Land Value: $8,000
Building Value: $0
Total value: $8,000
Deferred Value: $0
Exempt Amount: 8000
PCL Class: E
Heated Sq Feet:

Pender County

1:4,921
0 0.035 0.07 0.14 mi
0 0.05 0.1 0.2 km

1 inch = 410 feet

03/09/2015

N
W E
S

Pender County
Approval of Surplus Property Advertisement for Auction & Related BOA - Country Court Apartments on US 421

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	August 15, 2022
SUBJECT:	Approval of Surplus Property Advertisement for Auction & Related BOA - Country Court Apartments on US 421

SUMMARY:
Country Court Apartments is currently experiencing significant cost prohibitive repair issues. We have discussed the situation with the USDA Rural Development folks and they are expediting our mortgages on this property so that we may pay them off early and transition these tenants to our other Housing Choice Vouchers program. These tenants have begun this transition and we are working diligently to make all of these moving parts fall in line. We are now requesting to surplus this complex and while the General Fund loans the funds to the Housing Authority to pay off these loans. Once sold, the Housing Authority will pay back the General Fund for the loan and transfer remaining proceeds back to the General Fund. Please consider attached documentation requesting authorization to advertise auction of surplus property Country Court Apartments located on US 421 and related budget amendment as attached.

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 & Related BOA - Country Court Apartments on US 421

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

8/2/2022

Dear County Manager,

For your consideration is a proposed sale of parcel number 2286-65-9062-0000 located at 10260 US HWY 421 in Burgaw. The parcel consists of 17.54 acres with eight apartments that consist of three bedrooms and 1 bathroom. The estimated tax value of the parcel is $393,140 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, parcel number 2286-65-9062-0000 located at 10260 US HWY 421, as a surplus asset that will be sold as individual 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

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

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

Tuesday, August 2, 2022

Pender County Budget Ordinance Amendment

Date Tuesday, August 2, 2022

Board Meeting Date (If Applicable) Monday, August 15, 2022

Fiscal Year FY 2022-2023

Fund 74 - COUN COURT

Department 74 - COUNTRY COURT

Purpose of Request

Budget payoff of Country Court USDA loan. These monies will come from General Fund and will be paid back to GF once the property has been sold.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	Gen FB Appropriated	90000
2	74-397010	Transfer from General Fund	90000
3	74-320008	Sale of Surplus Property	90000
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-409074	Transfer to Fund 74	90000
2	74-408100	Bond Principal	90000
3	74-409020	Transfer to General Fund	90000
4			
5			
6			
7			
8			
9			
10			

	Account # (ORG-OBJECT)	Account Description	Amount
11			
12			
13			

Total Revenues 270000

Total Expenditures 270000

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email amiller@pendercountync.gov

Pender County
Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 3282-29-4762-0000 on 210 in Hampstead

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	August 15, 2022
SUBJECT:	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 3282-29-4762-0000 on 210 in Hampstead

SUMMARY:
Please consider attached documentation of bid for surplus property located on HWY 210, in the Hampstead area.

It is recommended that the $6,882 bid from Joel Reyes for parcel number 3282-29-4762-0000 be accepted by the County and the upset bid process to begin as of August 15, 2022. The attached letter indicates the details of the bid and upset bid process for this property. The tax value for this property is listed at $5,985.

ACTION REQUESTED:
Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 3282-29-4762-0000 located on 210 in Hampstead

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



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

Letter of recommendation for sale of real property

7/29/2022

Dear County Manager,

For your consideration is an upset bid process for parcel number 3282-29-4762-0000 located on 210 in Hampstead that we acquired on 12/20/2010 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.57of an acre. The estimated tax value of the parcel is $5,985.00 in GIS. Mr. Joel Reyes has placed a bid offer of $6,882.00.

Published notice of the summary of this resolution will be by electronic advertisement on the County's website located under Bid & RFP's and through the local paper. The electronic published notice and local paper is pursuant to G.S. Chapter 160A-269.

Sincerely,

Andy Devane
Asset Manager

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



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

Resolution

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

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property located at parcel number 3282-29-4762-0000 a surplus asset that will be sold as is thru the upset bid process after board approval.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's."

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property through the seal bid process. The summary of this resolution is pursuant to G.S. Chapter 160A-269.

Adopted at a _____ meeting on
_____ 2022

_____
Pender County Authorized Representative

ATTEST:

_____
County Clerk

Andy Devane

From: Joel Reyes <joelreyes2@icloud.com>
Sent: Thursday, July 28, 2022 5:57 PM
To: Andy Devane
Subject: [External]210 Hwy wooden remaining lot

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.

Offers to purchase remaining tracts of land located, on each side of 210 Hwy hamsptead nc I would like to offer $6882 American dollars Parcel PIN number 3282-29-4762-0000

Sent from my iPhone

PAR ID: 32822947620000	Map #: P120 019 035	JURIS CD: G01 PENDER COUNTY R40 PENDER EMS	F29 HAMPSTEAD FIRE	Route #:

PIN #: | PENDER CO NC - Property Card | Printed: 11/07/19 | Card: 1 of 0 | Appraiser: JPH

Ownership: 857826

PENDER COUNTY
PO BOX 5
BURGAW NC 28425-0005

Subd: 2-172 Whispering Pines
Nbhd: C2000

SITUS:
210 NC HWY

Deeded Acres: .57
Legal Description:
Remainder Tr 1 Pb 19/52
N/S & S/S Nc Hwy 210

Parcel: 220 vacant land - commercial
Fronting: 4 residential street
Location:
Parking: 0 none
Utility: ;
Zoning: RP

Sale Dt	I	S	Price	Db/Pg	Valid. Code
12/20/10	WD			3866/201	
01/08/10	ADM			1A/12615	
12/21/81	WD		25	601/168	
No Valid Sale					

Sketch Vectors

Vector

Improvement Description: EX-1

Story:	FP Stacks:	Bsmt:	Phys Cond:	% Complete:
Class:	Openings:	BSMT Gar:	CDU:	Grade:
Ext Wall:	Prefab FP:	Attic:	Over Depr Tb:	C&D Fact:
Yr Blt:	Rooms:	Baths:	Fnct Dep %:	C&D Desc:
Eff Year:	Bedrooms:	Half:	Fnct Desc:	TV/SF 0.00
Heating:	Unfin Area:	Extra Fixt:	Econ Dep%:	SP/SF 0.00
Fuel:	Fin Bsmt Area:	Misc 1:	Econ Desc:	RCN/SF
System:	Rec Room Area:	Misc 2:	N-Fact:	RCNLD/SF

Assessment: 2019

Land:	$2,979	Excluded: E
BLDG:	$0	Ag Use:
Market:	$2,979	
Deferred:	$0	
Exempt:	$2,979	
Taxable:	$0	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD

HSF: TSF: 0 Total:

Entrances

Revisit:
Reason:

Appr	Date	Code	Rev2

Building Permit

Date	Permit #	Permit $	CO Date	Flg

PAR ID: 32822947620000	Map #: P120 019 035	JURIS CD: G01 PENDER COUNTY R40 PENDER EMS	F29 HAMPSTEAD FIRE	Route #:

PIN #: | PENDER CO NC - Property Card | Printed: 11/07/19 | Card: 1 of 0 | Appraiser: JPH

Land Description: LUC: 220 NBHD: C2000

N-Fact: | Topo1: | Topo3: | Road 1: paved
Zoning: RP | Topo2: | Traffic: light | Road 2:

L#	Typ	Code	Desc	Size	BaseRate	Adj	AdjRate	Value
1	S	3	Undevel	24,829	.12		.12	2,979

Total Parcel Size: AC 0.5700 Rate/AC 5,226.32 Value 2,979

Ag Use	LN	Soil	Acres	Rate	Value
				Value	

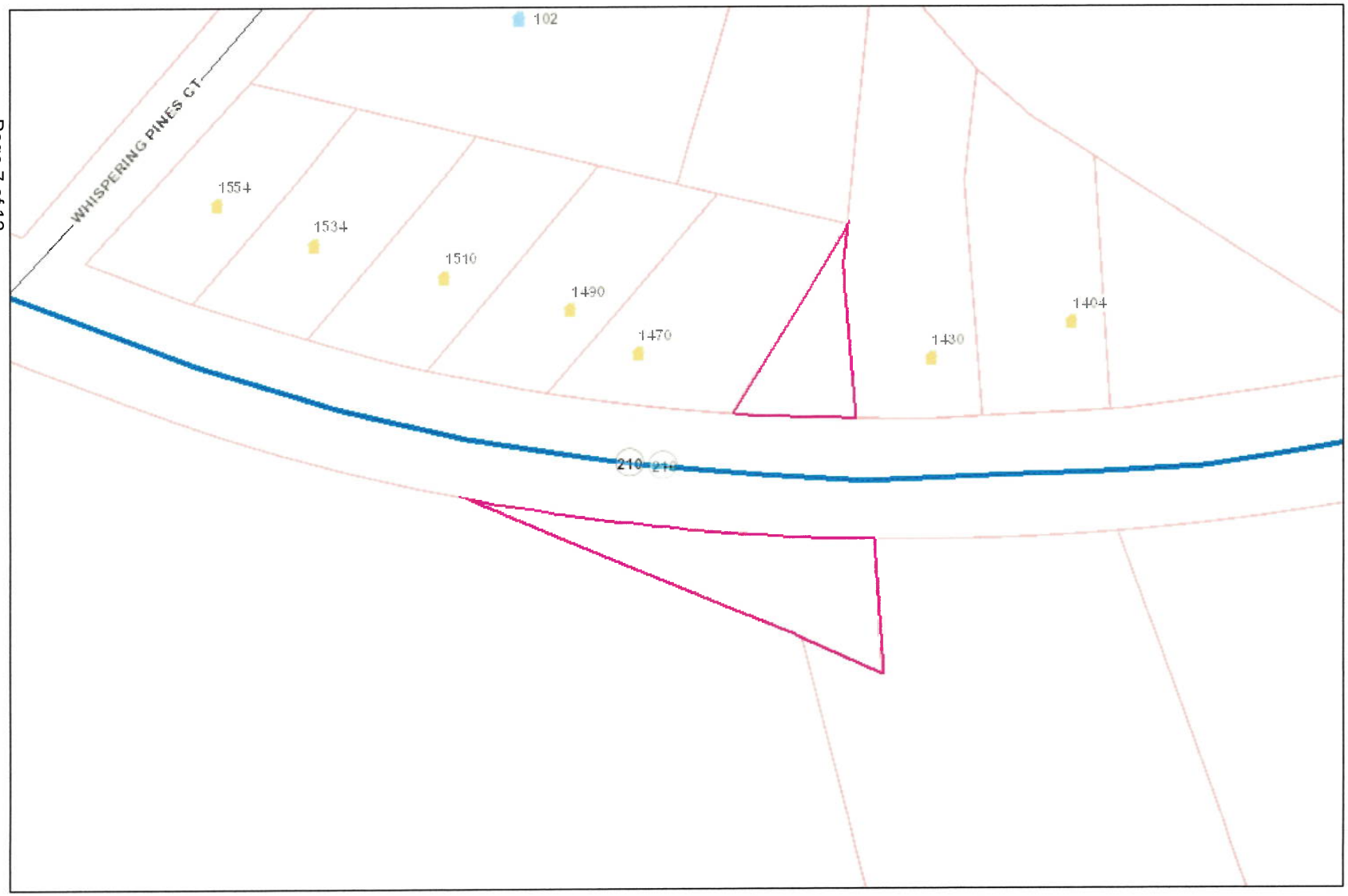
Comments:

#	Comment

OB&Y

L#	Code	Yr Blt	Eff Yr	W x L	Area	Grd	Units	Mod Cd	Rate	Ovrd Rte	RCN	Cnd	Fnct	%Cmp	%Gd	RCNLD
				x												
				x												
				x												
				x												
				x												
															Total:	

Pender County



July 29, 2022

1:1,311

0 0.01 0.02 0.04 mi

0 0.0175 0.035 0.07 km

Faye Teachey Prevatte
12-20-2010 09:54:43.001
NC REVENUE STAMP: $ 5.00

Register of Deeds
Pender County, NC
(#20545)

B3866 P0201 12-20-2010 09:54:43.001
Faye Teachey Prevatte
Pender County, NC Register of Deeds page 1 of 2

3282.29.4962.0000
12/2010 INT
Revenue $5.00

DEED

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

THIS DEED ~~made on~~ November 18, 2010, by:

GRANTOR	GRANTEE
ROBERT H. CORBETT, COMMISSIONER P.O. Drawer 727 Burgaw, NC 28425	**PENDER COUNTY P.O. Box 1047 Burgaw, NC 28425**

The designation Grantor and Grantee as used in this instrument shall include the designated parties, their heirs, successors and assigns.

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 Jeremias B. Faulkner (Pender County, North Carolina), 10 CVS 36, 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 Topsail, Pender County, North Carolina, described as:

BEGINNING at an old R. R. Rike in the center of paved road N. C. 210, being common corner Southwest with Holiday Hills Subdivision as shown in Map Book 6, page 78, Pender County Registry; running thence S 61° 32' E 244.60 feet to a R. R. Pike; thence S 61° 35' 45" E 747.20 feet to an iron pipe; thence S 61° 24' E 73.15' to a concrete monument; thence N 2° 24' 30" W 71.60 feet to a concrete monument; thence 00° 34' 15" E 98.60 feet to an iron pipe; thence the run of Gum Branch (the footage and calls as designated and described on Plat as recorded in Map Book 19, page 52, Pender Registry) to an iron pipe in the run of Gum Branch being the South East common corner of Holiday Hills Subdivision as shown in Map Book 6, page 78, Pender Registry; thence S 44° 35' W 2415.39 feet to the point of Beginning;

LESS AND EXCEPT all of the property described in Deed Book 608, pages 139 and 140; Deed Book 621, page 253; Deed Book 642, page 243; Deed Book 668, page 79; Deed Book 673, page 259; Deed Book 676, page 190; Deed Book 688, page 116; Deed Book 714, page 244; Deed Book 717, page 281; Deed Book 723, page 156; Deed Book 728, page 238; Deed Book 745, page 646; Deed Book 764, page 895; Deed Book 769, page 839; Deed Book 770, pages 594 and 598; Deed Book 790, page 299; Deed Book 819, page 272; Deed Book 826, page 242; Deed

2

Book 833, page 97; Deed Book 845, pages 3 and 6; Deed Book 899, page 147; Deed Book 909, page 331; Deed Book 916, page 266; Deed Book 983, page 147; and all of the easements described by metes and bounds in Deed Book 983, page 147, as "60 foot wide roadway easement" and "55 foot wide roadway easement."

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 the lien for property taxes which become due after the date of this deed.

This is not the primary residence of Grantor.

B3866 P0202 12-20-2010 09:54:43.001
Faye Teachey Prevatte
Pender County, NC Register of Deeds page 2 of 2

IN WITNESS WHEREOF, Grantor has hereunto set his hand on the date first above written.

Robert H. Corbett
Commissioner

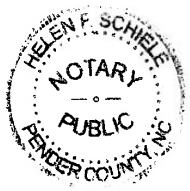
STATE OF NORTH CAROLINA, COUNTY OF PENDER

I, Helen F. Schiele, 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 18 day of November 2010.

Helen F. Schiele
Notary Public

My commission expires December 5, 2010.



PENDER COUNTY GENERAL FUND

110810cs 228803

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	NET INVOICE AMOUNT	PO NO.	VOUCHER
11/03/10	141320	taxes for no bid sale	1,130.07	512	
11/03/10	141321	taxes for no bid sale	95.83	512	
1705	Pender County Tax Collector		1,225.90		228803

68-19/530 / 2400 NC

PENDER COUNTY
GENERAL FUND
P.O. BOX 1578
BURGAW, N.C. 28425
PHONE: (910) 259-1282

CHECK NO. 228803
228803

BANK OF AMERICA
ACH R/T 053000196

THIS DISBURSEMENT HAS BEEN APPROVED AS REQUIRED BY THE LOCAL GOVERNMENT AND FISCAL CONTROL ACT.

VENDOR	CHECK DATE	CHECK AMOUNT
1705	11/08/2010	$1,225.90

VOID AFTER 180 DAYS

******1,225 DOLLARS AND 90 CENTS

PAY

TO THE ORDER OF Pender County Tax Collector
Burgaw NC 28425

CHIEF EXECUTIVE OFFICER
NON-NEGOTIABLE
COUNTY FINANCE OFFICER

⑈228803⑈ ⑆053000196⑆ 00060900305⑈

BILL TO

PENDER CO TAX
PO BOX 1047

BURGAW, NC 28425

PURCHASE ORDER # 00000512-00 FY 2011
Page Number: 1

COUNTY OF PENDER
FINANCE OFFICE
910-259-1282

455-407402

VENDOR

Pender County Tax Collector

Burgaw, NC 28425

SHIP TO

PENDER CO TAX
300 E. FREMONT ST.

BURGAW, NC 28425

Requisition
00000513

The vendor is authorized to deliver the following or perform the following services.

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
11/03/10	001705			TAX COLLECTIONS

LN	DESCRIPTION/PART NO.	QTY	COST EA.	EXT. PRICE
001	No Bid Tax Foreclosure Sale. Taxes are due by Pender County. 3282-29-4762-0000 for 1,130.07.....4303-38-1885-0000.....95.83= $1,225.90 455-407402	1.00 Each	1225.90000	1,225.90
		1,225.90	PO Total	1,225.90

COUNTY OF PENDER

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

DATE FINANCE OFFICER

DATE AUTHORIZED SIGNATURE

Tax Collections
11/01/2010

Parcel Taxbill Report
PENDER COUNTY

TC0473
PAGE 1

Parcel No: 3282-29-4762-0000

Current Owner: 926155
FAULKNER, JEREMIAS B
Property Desc: REMAINDER TR 1 PB 19/52
N/S &

RECEIVED
NOV 04 2010
PENDER FINANCE

Alt Parcel No: 44409
Map/Block/Lot:
Map Sheet: P120 019 035

Total Value: $12,618

Total Principal: $857.24
Total Net Due: $1,130.07

land (foreclosure)

Bill Number	Account	Name	Principal	Net Due	Cond
10A32822947620000	926155	FAULKNER, JEREMIAS	97.16	97.16	
09A32822958050000	839981	SMITH, ARNOLD	111.02	121.56	FS
08A32822958050000	839981	SMITH, ARNOLD	112.02	132.71	FS
07A32822958050000	839981	SMITH, ARNOLD	112.02	142.78	FS
06A32822958050000	839981	SMITH, ARNOLD	110.58	150.91	FS
05A32822958050000	839981	SMITH, ARNOLD	110.58	160.87	FS
04A32822958050000	839981	SMITH, ARNOLD	101.93	157.45	FS
03A44409	839981	SMITH, ARNOLD	101.93	166.63	FS

PENDER COUNTY TAX COLLECTOR
P.O. BOX 1047
BURGAW, NC 28425

PAID
Date 11-8-10 028803
Received By C

Date 11-3-10 Prepared By
Approved By

Account #	Amount
455-407402	113.07

GOF# 512

777



PENDER COUNTY

PROPERTY CONTROL FORM

ASSET CONTROL NUMBER	45	405	405	07713
	Class	Department (Location)	Subclass	Tag Number

PURCHASE

1 DATE ACQUIRED 11-08-10

2 DESCRIPTION LAND FORECLOSURE-JEREMIAS FAULNER

3 TOTAL COST $1,130.07

4 MODEL# _____ 5 MANUFACTURERS ID 3282-29-4762-0000 8 PO NUMBER 512

7 LOCATION P120-019-035 9 CHECK NUMBER 228803

10 TAX PARCEL NUMBER _____

TRANSFER

10 RECEIVING DEPT _____ 11 TRANSFER DATE _____

12 SIGNATURE OF DEPARTMENT HEAD _____

CONDITION _____ NEW LOCATION _____

NEW (N) GOOD (G) FAIR (F) POOR (P) ACCOUNT # _____

(Assigned by Finance Dept)

DISPOSAL

13 DATE _____ 14 AUTHORIZED SIGNATURE _____

15 METHOD OF DISPOSAL ☐ STOLEN ☐ LOST ☐ SCRAPPED ☐ TRADE-IN: Purchase Order of New Item _____

☐ SOLD: DATE _____ AMOUNT RECEIVED _____

☐ DONATED: _____

MENU

Print a Copy | Submit by Email | Reset Form

Pender County
Approval of Appointments to the Pender County Fire Commission

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	August 15, 2022
SUBJECT:	Approval of Appointments to the Pender County Fire Commission

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.

The following people are applying for appointment to the Pender County Fire Commission. All applications are attached for the Board's review. If approved, these appointments will be for 3 years and expire January 31, 2025.

Thomas Blake-At-large
Constance Batson-At-large
Harold Motley-Maple Hill
James Taylor-Burgaw
Jason Turner-Atkinson
Allen Wilson-Surf City
Ricky Rivenbark-Penderlea

ACTION REQUESTED:
Approval of all appointments listed above

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 Blake				First Thomas		M.I. H	Date 03/16/1978	
Physical Address 1771 US Hwy 117 North						Apartment/Unit #		
City Burgaw				State NC		ZIP 28425		
Mailing Address (if different from above)								
City				State		ZIP		
Home Phone 910-540-3264				Work Phone 910-641-1441		E-mail Address 1 hagen.blake@ncagr.gov		
Fax Number						E-mail Address 2 hagenblake@yahoo.com		
Board Interest(s) Pender County Fire Commission								
How long have you been a resident of Pender County? 44 years								
EDUCATION								
High School Pender High					Location Burgaw NC			
From	92	To	96	Did you graduate?	YES ☑	NO ☐		
College	Wayne Community				Location Goldsboro NC			
From	96	To	99	Did you graduate?	YES ☑	NO ☐	Degree Forest Management	
Other					Location			
From		To		Did you graduate?	YES ☐	NO ☐	Degree	

EMPLOYMENT HISTORY			
Current Employment	NC Forest Service	Job Title	Pender County Ranger
Responsibilities	Oversee all Forest activities and Wildland Fire control in Pender County		
Previous Employment		Job Title	
Previous Employment		Job Title	
Previous Employment		Job Title	

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Member of Burgaw Presbyterian Church
Member King Solomon Lodge #138 AF & AM Past Master
Burgaw Fire Department

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?		
YES ☐	NO ☑	If yes, explain (including length of service).

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

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐	NO ☑	If yes, explain.

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

YES ☑	NO ☐	If yes, list family member name(s) and position/board or committee(s).
		Wife Angela Blake HR Department

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Thomas H Blake signed	Date	08/03/2022

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: Batson	First: Constance	M.I.: F	Date: 05/29/2022
Physical Address: 205 Hickory Point Road		Apartment/Unit #:	
City: Hampstead	State: NC	ZIP: 28443	
Mailing Address (if different from above):			
City:	State:	ZIP:	
Home Phone: 910-620-1552	Work Phone:	E-mail Address 1: batson2@bellsouth.net	
Fax Number:		E-mail Address 2:	
Board Interest(s): Fire Commission At large			
How long have you been a resident of Pender County? 67 years			

EDUCATION								
High School: Topsail					Location: Hampstead			
From	1957	To	1969	Did you graduate?	YES ☑	NO ☐		
College	Western Carolina University				Location: Cullowhee, NC			
From	2010	To	2015	Did you graduate?	YES ☑	NO ☐	Degree: BS Emergency Medical Care	
Other	Davidson County CC				Location: Lexington, NC			
From	2002	To	2005	Did you graduate?	YES ☑	NO ☐	Degree: AAS Emergency Medical Science	

EMPLOYMENT HISTORY		
Current Employment	Retired 1/31/2019	Job Title:
Responsibilities		
Previous Employment	Cape Fear Community College	Job Title: EMS Coordinator
Previous Employment	NCOEMS	Job Title: Regional Specialist
Previous Employment	Pender East EMS	Job Title: Operations Manager

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

American Red Cross Instructor
AHA Instructor - Volunteer CPR instructor for various organizations and First Aid instruction
Hampstead Fire/Rescue and Pender East EMS (Volunteer EMT/Paramedic/Secretary/Treasurer)
Sloop Point VFD (Volunteer FF)

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 spent over 30 years in emergency services as first a volunteer EMT/Paramedic and firefighter. I worked for the NC Office of EMS which gave me insight into EMS and Fire throughout the state of NC. As EMS coordinator I worked with the fire departments in New Hanover and Pender County in their meeting their training and certifications needs. As a lifelong resident of Pender County I have been engaged with the fire and EMS services for over 30 years and have an indepth knowledge of their needs and requirements.

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐ NO ☐ If yes, explain.

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

YES ☐ NO ☐ If yes, list family member name(s) and position/board or committee(s).

Brad George (son-in-law) is on the Pender County Board of Education.

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Date
Constance Batson	05/29/2022

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 Motley			First Harold			M.I. W	Date 7/26/2022		
Physical Address 6294 Hwy 50						Apartment/Unit #			
City Maple Hill			State NC			ZIP 28454			
Mailing Address (if different from above)									
City			State			ZIP			
Home Phone 910 231 4618			Work Phone			E-mail Address 1 Harold.W.Motley@gmail.com			
Fax Number						E-mail Address 2			
Board Interest(s) Fire Commision									
How long have you been a resident of Pender County?									

EDUCATION									
High School East Duplin					Location Beaulaville, NC				
From		To	1982	Did you graduate?	YES ☑	NO ☐			
College					Location				
From		To		Did you graduate?	YES ☐	NO ☐	Degree		
Other	Maryland Fire and Rescue Institut				Location				
From	1999	To	2001	Did you graduate?	YES ■	NO ☐	Degree Fire Officer 1,2,3 and 4		

EMPLOYMENT HISTORY		
Current Employment	Retired	Job Title
Responsibilities		
Previous Employment	Camp Lejeune Fire	Job Title Fire Captain
Previous Employment		Job Title
Previous Employment		Job Title

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Maple Hill Volunteer Fire Department

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES ☑ NO ☐ If yes, explain (including length of service).

Pender County Fire Commission

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

Fire Chief of Maple Hill Fire Department

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐ NO ☑ If yes, explain.

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

YES ☑ NO ☐ If yes, list family member name(s) and position/board or committee(s).

Wife Tammy Motley, Pender County Schools

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Harold Motley	Date	07/26/2022

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 Taylor				First James		M.I. P	Date 26 Jul 2022	
Physical Address 109 N. Walker St.						Apartment/Unit #		
City Burgaw				State NC		ZIP 28425		
Mailing Address (if different from above)								
City				State		ZIP		
Home Phone 2622126883				Work Phone 9106633480		E-mail Address 1 jtaylor@burgawnc.gov		
Fax Number						E-mail Address 2		
Board Interest(s) Fire Commission								
How long have you been a resident of Pender County? 4 years, 9 months								

EDUCATION							
High School Park View High School					Location South Hill, VA		
From	1986	To	1990	Did you graduate?	YES ☑	NO ☐	
College	Eastern Kentucky University				Location Richmond, KY		
From	1997	To	1999	Did you graduate?	YES ☑	NO ☐	Degree B. S. Fire & Safety Engineering Technology
Other					Location		
From		To		Did you graduate?	YES ☐	NO ☐	Degree

EMPLOYMENT HISTORY		
Current Employment	Town of Burgaw	Job Title Fire Chief
Responsibilities	Overall operations of the Fire Department	
Previous Employment	Menomonee Falls Fire Department	Job Title Battalion Chief
Previous Employment	Chapel Hill Fire Department	Job Title Master Firefighter
Previous Employment		Job Title

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

I served as a Board Member for Menomonee Falls, WI Little League

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).

Fire Commission since 2017.

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

I have the knowledge, skills, abilities, education, and experience to serve on this board.

MILITARY SERVICE

Branch: Army National Guard | From: 1996 / 2004 | To: 2003 / present

Rank at Discharge: Currently serving as a Master Sergeant | 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).

I am currently on the Fire Commission

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature: James Patten Taylor | Date: 26 Jul 2022

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: Turner	First: Lonnie	M.I.: J	Date: 7/24/22
Physical Address: 219 S Whitehouse Ave			Apartment/Unit #
City: Atkinson	State: NC		ZIP: 28421
Mailing Address (if different from above)			
City: Atkinson	State: NC		ZIP: 28421
Home Phone: 910-231-4129	Work Phone: 910-259-9123#3		E-mail Address 1: avfd@att.net
Fax Number			E-mail Address 2

Board Interest(s): Pender County Fire Commission

How long have you been a resident of Pender County? 52

EDUCATION

High School: Pender High	From: 1984	To: 1988	Did you graduate?	YES ☑	NO ☐	Location: NC Hwy 53 W Burgaw, NC	
College: NC State University	From: 1990	To: 1992	Did you graduate?	YES ☑	NO ☐	Location: Raleigh, NC	Degree: Agri Ed/Ext Option/Anim Sci
Other	From:	To:	Did you graduate?	YES ☐	NO ☐	Location:	Degree:

EMPLOYMENT HISTORY

Current Employment	Pender Soil and Water Cons Dist	Job Title: District Techn	
Responsibilities	Admin NC Agri Cost Share Program, Survey, Drainage, Flood Control Work		
Previous Employment	Sampson Soil and Water Cons	Job Title: District Techn	
Previous Employment		Job Title:	
Previous Employment		Job Title:	

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Atkinson FD Member for 35 yrs. (Numerous positions)
Atkinson Ruritan Club, Treasurer
Pender County TRC member for Planning Dept, Pender County Beaver Advisory Board
Town of Atkinson Board of Zoning Adjustments
Atkinson Boy Scout Troop 709 Board member

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES ☐ NO ☐

If yes, explain (including length of service).
Pender County Fire Commission (Previous Full Term Member)

State reasons why you feel qualified for this appointment(s):
Current member of Atkinson Fire Dept representing the Atkinson Fire District on this board.

MILITARY SERVICE

Branch | From | To

Rank at Discharge | Type of Discharge (optional)

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐ NO ☐

If yes, explain.

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

YES ☐ NO ☐

If yes, list family member name(s) and position/board or committee(s).
Deanna Turner, Pender Parks & Rec Supervisor

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature Lonnie Jason Turner | Date 7/24/22

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 Wilson				First Allen		M.I. W	Date 7/18/22	
Physical Address 100 Deer Run Rd						Apartment/Unit #		
City Hampstead				State NC		ZIP 28443		
Mailing Address (if different from above)								
City				State		ZIP		
Home Phone			Work Phone 910-789-0292			E-mail Address 1 awilson@surfcitync.gov		
Fax Number						E-mail Address 2		
Board Interest(s) Fire Commission								
How long have you been a resident of Pender County? 9 years								
EDUCATION								
High School DH Conley					Location Winterville, NC			
From	1991	To	1995	Did you graduate?	YES ■	NO ☐		
College	Eastern Kentucky				Location Richmond KY			
From		To		Did you graduate?	YES ■	NO ☐	Degree Masters-Safety, Security, and Emergency Management	
Other					Location			
From		To		Did you graduate?	YES ☐	NO ☐	Degree	
EMPLOYMENT HISTORY								
Current Employment	Town of Surf City				Job Title Fire Chief			
Responsibilities								
Previous Employment					Job Title			
Previous Employment					Job Title			
Previous Employment					Job Title			

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

President of the Pender County Fire Commission

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).

Current President of the Pender County Fire Commission

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

MILITARY SERVICE

Branch | From | To

Rank at Discharge | Type of Discharge (optional)

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐ NO ☑ If yes, explain.

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

YES ☑ NO ☐ If yes, list family member name(s) and position/board or committee(s).

I am the current President of the Pender County Fire Commission

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature Allen Wilson | Date 7/18/22

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 Rivenbark				First Ricky		M.I. R	Date 7/18/2022	
Physical Address 4466 NC Hwy 11						Apartment/Unit #		
City Willard				State NC		ZIP 28478		
Mailing Address (if different from above)								
City				State		ZIP		
Home Phone 910-675-7198				Work Phone		E-mail Address 1 rreagan22@hotmail.com		
Fax Number						E-mail Address 2 1701@penderleafiredept.com		
Board Interest(s) Pender County Fire Commission								
How long have you been a resident of Pender County? 63 years								
EDUCATION								
High School Pender High						Location Burgaw, NC		
From	1975	To	1977	Did you graduate?	YES ☑	NO ☐		
College					Location			
From		To		Did you graduate?	YES ☐	NO ☐	Degree	
Other					Location			
From		To		Did you graduate?	YES ☐	NO ☐	Degree	
EMPLOYMENT HISTORY								
Current Employment	Retired				Job Title			
Responsibilities								
Previous Employment	NCDPS, Pender & New Hanover				Job Title Superintendent			
Previous Employment					Job Title			
Previous Employment					Job Title			

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Willard Ruritian Club
Penderlea Homestead Museum
Chief, Penderlea Fire Dept.
Penderlea Assmebly of God Church

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES	NO	If yes, explain (including length of service).
☑	☐	Pender County Fire Commission, 6 years

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

Been involed with Penderlea Fire Dept. for 45 years plus.

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES	NO	If yes, explain.
☐	☑	

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

YES	NO	If yes, list family member name(s) and position/board or committee(s).
☐	☑	

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Date
Ricky Rivenbark	7/18/2022

Pender County
Approval of Reappointment of Rebecca Drake to the Nursing Home and Adult Care Home Advisory Board

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	August 15, 2022
SUBJECT:	Approval of Reappointment of Rebecca Drake to the Nursing Home and Adult Care Home 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.

Rebecca Drake is reapplying for appointment to the Pender County Nursing Home and Adult Care Home Advisory Board. Her application is attached for the Board's review. If approved, this appointment will be for 3 years and expire January 31, 2025.

ACTION REQUESTED:
Approval of Reappointment of Rebecca Drake to the Nursing Home and Adult Care Home 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 Drake			First Rebecca		M.I. a	Date 7-31- 2022		
Physical Address 105 Pelican court.						Apartment/Unit #		
City surf city			State North Carolina			ZIP 28445		
Mailing Address (if different from above)								
City			State			ZIP		
Home Phone 301-237-1327			Work Phone			E-mail Address 1 drakera@ charter.net		
Fax Number						E-mail Address 2		
Board Interest(s) volunteer communitee for nursing home and adult care homes								
How long have you been a resident of Pender County? since 2008								
EDUCATION								
High School Bishop Ready						Location Columbus, Ohio		
From 63	To 67	Did you graduate?	YES ✔	NO ☐				
College OSU						Location Columbus, Ohio		
From 67	To 71	Did you graduate?	YES ✔	NO ☐	Degree BSSW			
Other OSU						Location Columbus, Ohio		
From 76	To 78	Did you graduate?	YES ✔	NO ☐	Degree msw			
EMPLOYMENT HISTORY								
Current Employment	retired				Job Title			
Responsibilities								
Previous Employment	coastal Carolina neuropsychiatric center				Job Title therapist			
Previous Employment	holy cross hospital Silver Spring, Maryland				Job Title social worker/discharge planner			
Previous Employment	Ohio state health department				Job Title public-health social worker			
COMMUNITY INVOLVEMENT								
Please list current and past membership in civic or other organizations and offices held:								

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES	NO	If yes, explain (including length of service).
☑	☐	community advisory committee for nursing and adult care homes since2016(?)two point

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

education and work experience

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES	NO	If yes, explain.
☐	☐	

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

YES	NO	If yes, list family member name(s) and position/board or committee(s).
☐	☑	

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Date
RebeccaDrake	7-31- 2022

Pender County
Approval of an Appointment to the Pender County Tourism Development Authority

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	August 15, 2022
SUBJECT:	Approval of an Appointment to the Pender County Tourism Development Authority

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.

Brett Keeler is applying for appointment to the Pender County Tourism Development Authority . His application is attached for the Board's review. If approved, these appointments will be for 3 years and expire January 31, 2025.

ACTION REQUESTED:
Approval of an Appointment to the Pender County Tourism Development Authority

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: Keeler	First: Brett	M.I.	Date: 07-15-2022
Physical Address: 102 Tarwolf Trail		Apartment/Unit #	
City: Rocky Point	State: NC	ZIP: 28457	
Mailing Address (if different from above): 102 Tarwolf Trail			
City: Rocky Point	State: NC	ZIP: 28457	
Home Phone: (910) 470-2024	Work Phone	E-mail Address 1: brett.m.keeler@gmail.com	
Fax Number		E-mail Address 2	
Board Interest(s): Board of Adjustment; TDA			
How long have you been a resident of Pender County? 2			

EDUCATION								
High School: Hudson High School					Location: Hudson			NY
From		To		Did you graduate?	YES ☑	NO ☐	Diploma	
College: Syracuse University					Location: Syracuse			NY
From		To		Did you graduate?	YES ☑	NO ☐	Degree: Bachelors Degree	
Other: University of North Carolina Wilmington					Location: Wilmington			NC
From		To		Did you graduate?	YES ☑	NO ☐	Degree: Masters Degree	

EMPLOYMENT HISTORY			
Current Employment	ICON PLC	Job Title: Senior Project Manager	
Responsibilities	Global Project Manager on Pfizer Pediatric COVID Vaccine clinical trial		
Previous Employment	PPD	Job Title: Project Manager	
Previous Employment		Job Title	
Previous Employment		Job Title	

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

-New Hanover County Special Board of Equalization and Review 3/18-8/20
-New Hanover County Zoning Board of Adjustment 12/16-12-19
-Woodlake at Lord's Creek Homeowner's Association BOD President 11/17-11/19
-Pleasure Island Revitalization Association, LLC (501c3) President 8/07-1/17 (Organization contributed over $1M in programs and services over 10 years; Programs included: Carolina Beach Downtown Initiative (nee Boardwalk Makeover); Island Arts and Cultural Alliance; Christmas By The Sea; Pleasure Island Fire Relief Fund; Crawl For Paws; Island Day; Michael McGowan Scholarship Co-ed Softball Tournament; Habitat For Harry)...

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):

BoA- I previously served on the New Hanover County Board of Adjustment as an alternate member for three years. During that time, I participated in over half of the meetings as a voting member. I understand the rules and constraints that the board must operate and rule on applications. Additionally, my past service on the Carolina Beach P&Z as Vice Chairman for three years and as a HOA President for two years gives more experience to add value to the board.

TDA- While I was an active member of the Carolina Beach community, I was very involved in resurgence of activities for locals and resurgence as a tourist destination. Each year for about ten years, as president of a non-profit I would present to the Town Council for TDA funds for events at the Boardwalk. I understand the case law and legislation around the Tourism Development Authority.

MILITARY SERVICE

Branch None	From	To
Rank at Discharge	Type of Discharge (optional)	

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐	NO ☑	If yes, explain.

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

YES ☐	NO ☑	If yes, list family member name(s) and position/board or committee(s).

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

I have been an active member of the community of Southeastern North Carolina since moving to the area in 2005. I have two post-graduate degrees (MBA and MS in Clinical Research and Product Development) from UNCW. Since moving to Pender County two years ago I have been looking for an opportunity to get involved and I believe these two openings would be a good fit where I can provide value.

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
Request for Board Action

TO:	Board of County Commissioners
FROM:	Greg Feldman
DATE:	August 15, 2022
SUBJECT:	SUP 2022-34 - Special Use Permit Request for Indoor Storage of Boats and RVs on Sloop Point Road in the Topsail Township

SUMMARY:
Gloria Lowe, applicant and owner, is requesting approval of a Special Use Permit to allow the enclosed storage of boats and recreational vehicles (RVs) under NAICS Code 53, Real Estate and Rental and Leasing in the RP, Residential Performance zoning district, a permitted use via Special Use Permit in zoning district. The subject properties total approximately 20 acres in size and are located at the intersection of Southwinds Drive and Sloop Point Road, approximately one-half mile east of the intersection of US HWY 17 and Sloop Point Road in the Topsail Township. There are twenty-nine (29) parcels associated with this request, and may be identified by the Pender County PINs located within the packet.

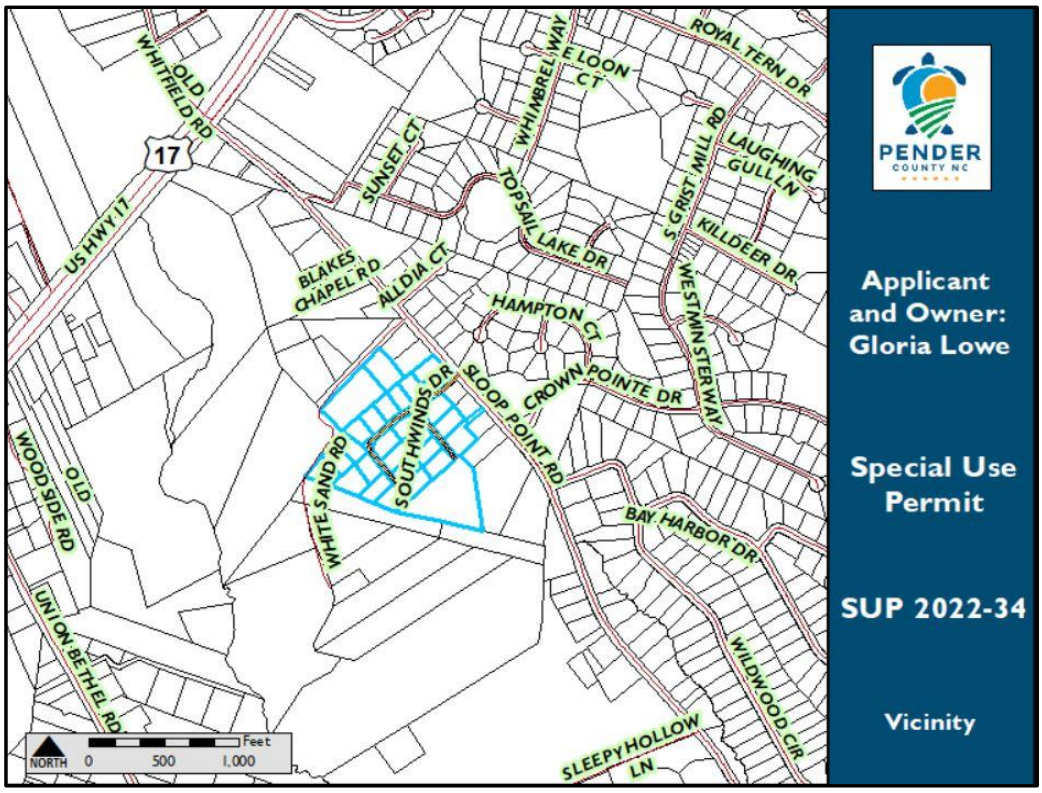
ACTION REQUESTED:
To hold a public hearing and consider the Special Use Permit request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Adjacent Parcel List
5. NCDOT Correspondence
6. Applicant's Site Plan
7. Original Southwinds Subdivision Plat
8. Recombination Condition Applicant Statement
9. 8 Special Use Permit Findings Submitted by Applicant
10. Applicant's Vicinity Map

STAFF REPORT FOR SUP 2022-34
SPECIAL USE PERMIT APPLICATION

APPLICATION SUMMARY	
Case Number	SUP 2022-34
Hearing Date	August 15, 2022 Board of County Commissioners
Applicant	Gloria Lowe
Property Owners	Gloria Lowe
Parcel Identification Numbers	See Attachment 1
Acreage	±20 acres
Township	Topsail
Zoning District	RP, Residential Performance
Pender 2.0 Future Land Use Category	Low Density Residential

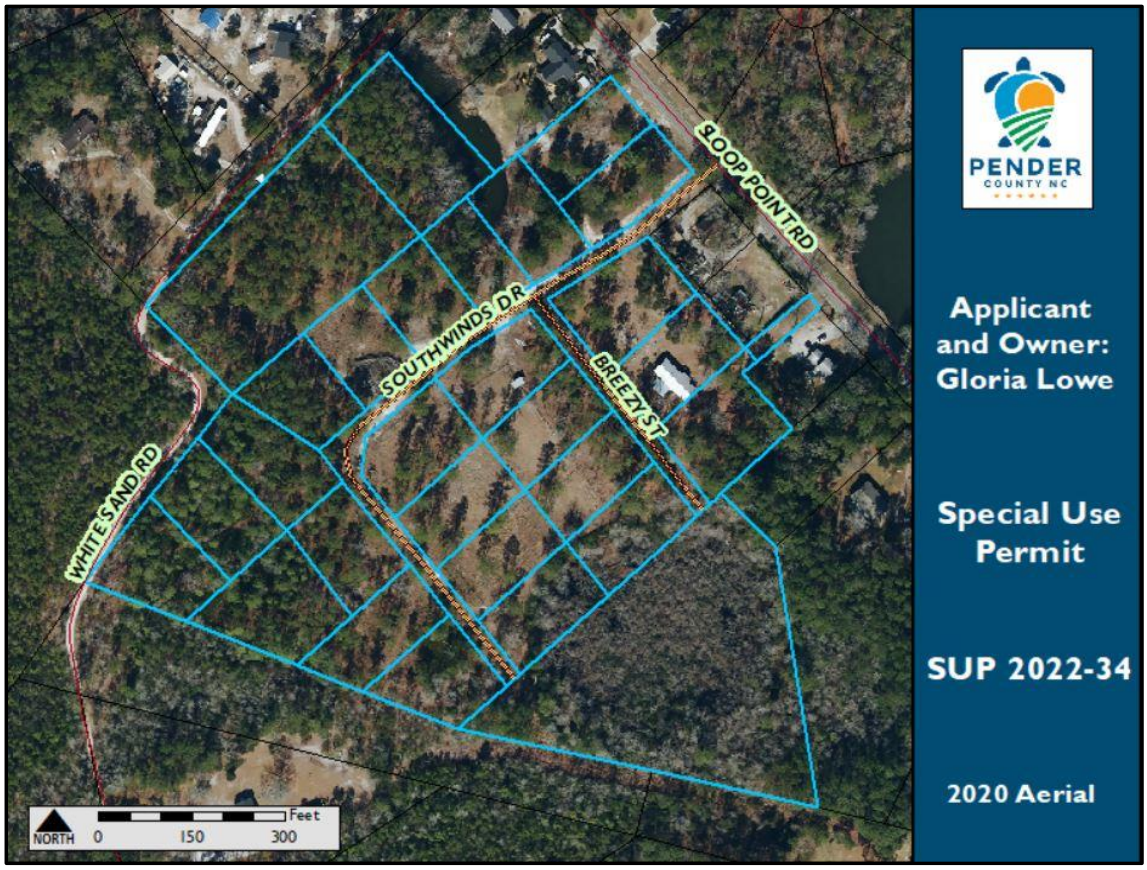
SPECIAL USE PERMIT PROPOSAL
Gloria Lowe, applicant, and owner is requesting the approval of a Special Use Permit to allow the enclosed storage of boats and recreational vehicles (RV) under the 53 NAICS Code, Rental and Real Estate and Leasing in the RP, Residential Performance zoning district, a permitted use via Special Use Permit in that zoning district.
LOCATION
The subject properties are located at the intersection of Southwinds Drive and Sloop Point Road approximately one-half mile east of US Highway 17 and Sloop Point Road in the Topsail Township.



SPECIAL USE PERMIT PROPOSAL

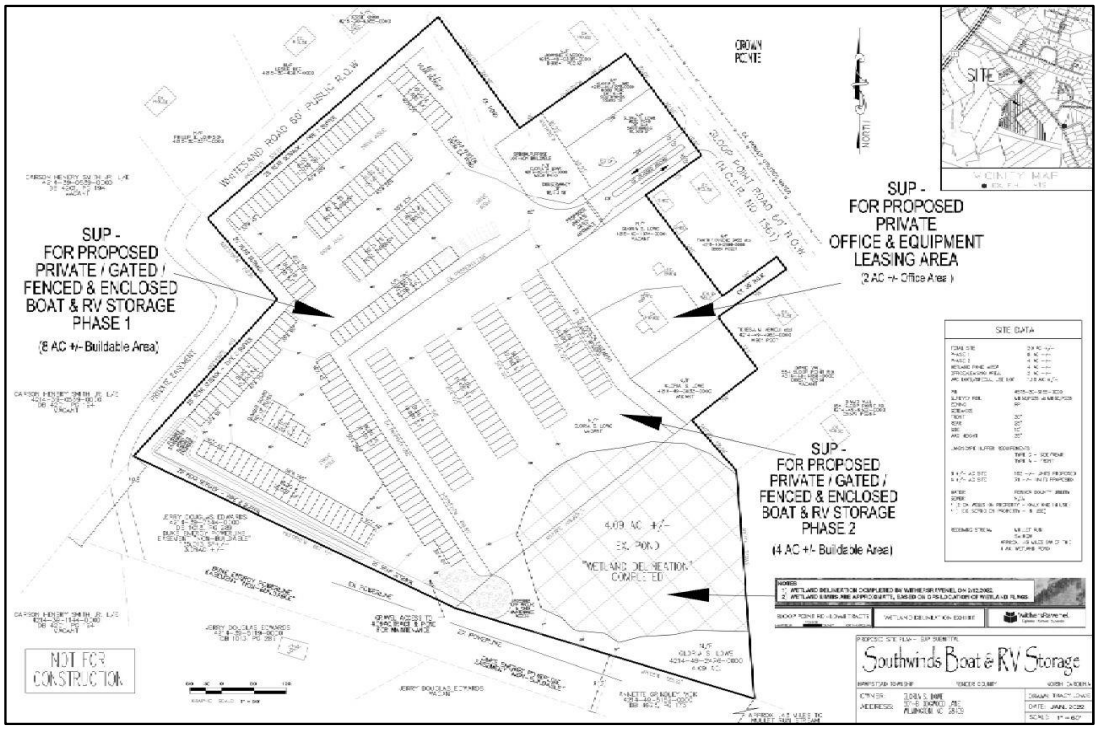
The applicant is seeking to obtain a Special Use Permit in order to develop an enclosed storage facility in accordance with the Real Estate and Rental and Leasing land use definition within the North American Industry Classification System (NAICS). This sector comprises establishments primarily engaged in renting, leasing or otherwise allowing the use of tangible or intangible assets. Establishments primarily engaged in managing real estate for others; selling, renting and/or buying of real estate for others; and appraising real estate, are also included.

The applicant has stated within the submitted narrative that the Special Use Permit request is to allow for fully enclosed storage of watercrafts and recreational vehicles for weather protection. The applicant has also stated within their narrative that an existing pond on site will be undisturbed, and measures will be taken to preserve as many existing trees as possible.



Property History, Zoning, and Existing Land Use in Area
In June 1995 the subject properties were subdivided into the 29 lots that exist today. The subdivision plat may be found in the Board's packet as Attachment 2 and in Map Book 40, Page 40 of the Pender County Register of Deeds. The applicant has agreed toa condition of approval that would result in combining all but 6 parcels of land associated with this request. Those 6 parcels include Pender County PINS: 4215-40-1301-0000, 4215-40-1273-0000, 4215-40-0117-0000, 4215-40-1074-0000, 4214-49-2964-0000, and 4214-49-3833-0000. A full explanation of this condition is located in the Board's packet as Attachment 3. There is an existing dwelling located on the subject property (426 Sloop Point Road) that the applicant has stated within their submitted narrative could potentially be utilized as an office for the proposed storage facility.

Below: Applicant's Site Plan



Hours of Operation

According to the applicant, the proposed storage facility would operate from 5am-10pm daily. The proposed hours of operation have been added as a potential condition of approval.

Access

The site is proposed to be accessed from a two-lane asphalt driveway with a grassed median in a 70-foot-wide private right-of-way to Sloop Point Road (SR 1651), per the applicant's submitted narrative. Should the Special Use Permit request be approved the applicant will be required to obtain a Driveway Permit from NCDOT. Correspondence between the applicant and NCDOT may be found as Attachment 4.

Traffic

SUP 2022-34 Staff Report BOCC 8.15.2022

Should the Special Use Permit be approved, the requirement of a Traffic Impact Analysis (TIA) will be determined during the Site Development Plan process. A TIA is required when a development is estimated to produce more than 100 peak hour trips or more than 1,000 daily trips.

NCDOT Average Annual Daily Traffic (AADT)

Road	Location	Volume	Capacity	V/C
Sloop Point Road	400 Block	3,500	10,978	0.32

[1]*Information based off* ***NCDOT Average Annual Daily Traffic (AADT) 2020***
[2]*Information for Capacity is planned capacity*

Because a Traffic Impact Analysis is not required to be completed at this time, the volume to capacity ratio for Sloop Point Road near the subject site has been provided. This ratio is based on average daily trips and the design characteristics of a given roadway, which can provide a general idea of the function of such roadway. Based upon the available volume to capacity data, this segment of Sloop Point Road has the capacity to handle the anticipated traffic volume increases associated with the proposed Special Use Permit.

Landscaping and Buffers
If approved, this project will be required to provide specific buffers along the certain parcel boundaries on the subject property. As proposed, the subject site will be required to meet the landscaping and buffering standards outlined in the table below. If approved, landscaping and buffering will be evaluated when a site-specific development plan is submitted.

Required Buffers	
Buffer Type	**Location of Buffer**
Type A	Along Northern property line (fronting Sloop Point Road)
Type C	Along all other property lines (South, East, and West)

Signage
No signage is proposed at this time however, any signage shall be required to be in conformance with the standards outlined in Article 9 the Unified Development Ordinance.

Utilities
According to the applicant, water service would be provided by an extension on an existing Pender County Utilities (PCU) line located across Sloop Point Road. According to the applicant's narrative, water service for the storage occupants will be solicited to provide rinsing capability. If wastewater service is established in the future, septic permits issued by the Pender County Environmental Health Department would be required.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas[1].
Wetlands	The subject property does appear to contain characteristics of Wetlands[2,3]
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

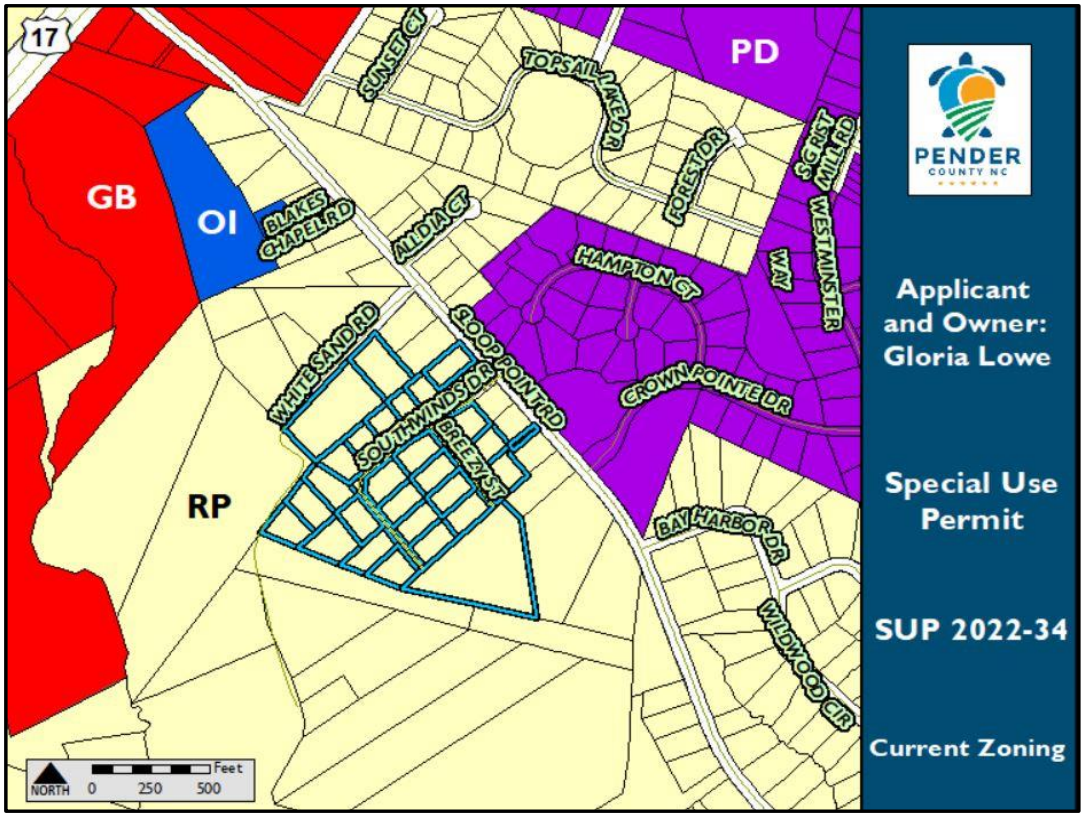
A wetlands delineation of the subject properties was completed by WithersRavenel on February 12, 2022, as indicated on the applicants submitted site plan. The applicant's site plan may be found as Attachment 5 in the Boards Packet.

EVALUATION

Basis for Granting SUP

Approval and revocation procedures for Special Use Permits are located in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance and may be found in the Board's packet as Attachment 6.

Below: Zoning Map of the Are



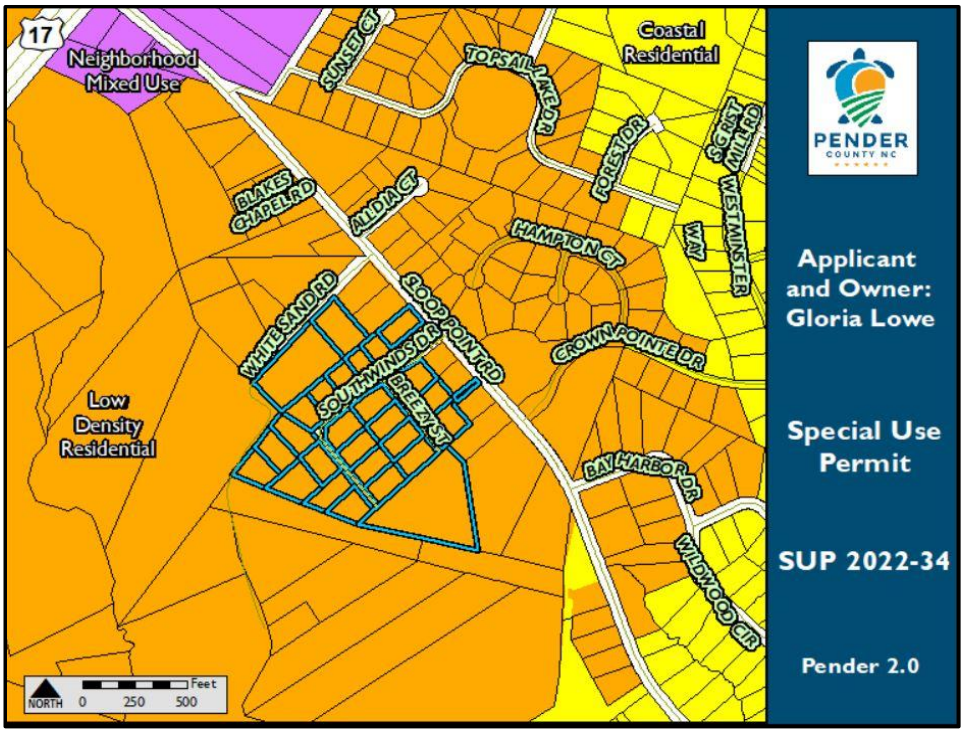
CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Single Family Residential (Crown Pointe Subdivision)	PD, Planned Development
East	Single Family Residential/Undeveloped	RP, Residential Performance
South	Single Family Residential/Undeveloped	RP, Residential Performance
West	Single Family Residential/Undeveloped	RP, Residential Performance

Unified Development Ordinance Compliance
The subject property is zoned RP, Residential Performance zoning district and according to Section 5.2.3 of the Pender County Unified Development Ordinance, Real Estate and Rental and Leasing is permitted in this zoning district via Special Use Permit.

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Real Estate and Rental and Leasing	**53**										
Real Estate and Rental and Leasing		S	**S**			P	P	P	P	P	

Prior to issuance of final zoning approval, a site development plan must be submitted and approved in accordance with all applicable provisions of the Pender County Unified Development Ordinance. The site development plan shall be reviewed by members of the Pender County Technical Review Committee (TRC). Furthermore, the proposal is subject to all other applicable federal, state, and local permits and approvals.

Pender 2.0 Comprehensive Land Use Plan Compliance
The subject property is located within the Low-Density Residential Future Land Use Classification as shown in the Future Land Use Map within the Pender 2.0 Comprehensive Land Use Plan. This future land use category is established in areas that are typically established single-family neighborhoods with a low-density residential development pattern. Appropriate uses include single-family dwellings and neighborhood-scale institutional facilities. Commercial and industrial uses are inappropriate in these areas, as are large institutions and other significant traffic generators. Duplexes and townhomes may be suitable when proposed as part of a master planned community whereby the dimensional requirements and uses forming the outer boundary of the community are compatible with the adjacent properties or permissible uses. Development density within this category is two dwelling units per acre or less.



Planning staff finds the proposed request to be inconsistent with the Future Land Use Map (FLUM) classification for the property as the Low-Density Residential designation identifies commercial and industrial land uses as inappropriate. In addition to the Future Land Use Map, the request was found to conflict with Policy 5.1.D because the policy supports the strategic placement of commercial development which is informed by the underlying Future Land Use Map designation. Therefore, strategic placement of this use would not be supported in this area due to the Low-Density Residential designation. However, Policy 5.1.K, Commercial Development, supports the request as the proposed use in intended to provide a needed service in area experiencing significant growth.

> **Policy 5.1.D: Focused Growth and Development:** The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.
>
> **Policy 5.1.K: Commercial Development**: The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.

PROPOSED CONDITIONS

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

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The obligations imposed by this permit will be the responsibility of the property owner and shall continue in effect for the duration of this permit.
3. The applicant shall meet all other local, state, and federal regulations.
4. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in the pursuit of revocation actions pursuant to N.C.G.S. 160D-403(f), if not corrected within 30 days of receipt of the notice of violation.
5. Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant.
6. The applicant shall combine all parcels of land associated with this request with the exception of the 6 lots closest to Sloop Point Road as identified by Pender County PINS: 4215-40-1301-0000, 4215-40-1273-0000, 4215-40-0117-0000, 4215-40-1074-0000, 4214-49-2964-0000, and 4214-49-3833-0000.
7. Hours of operation for the facility shall be limited to 5am-10pm daily.

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP 2022-34	**Date**	7/22/2022
Application Fee	$ 450.00	**Invoice Number**	00027509
Pre-Application Conference	N/A	**Hearing Date**	8/15/2022

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	GLORIA S. LOWE	**Owner's Name:**	GLORIA S. LOWE
Applicant's Address:	501 - B DOGWOOD LANE	**Owner's Address:**	501 - B DOGWOOD LANE
City, State, & Zip	WILMINGTON, NC 28409	**City, State, & Zip**	WILMINGTON, NC 28409
Phone Number:	910-620-1640	**Phone Number:**	910-620-1640
Email Address:		**Email Address:**	
Legal relationship of applicant to landowner:			

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	4214-49-2964-0000	**Total property acreage:**	20 AC. +/-
Zoning Classification:	RP	**Acreage to be disturbed:**	8AC +/- PHASE 1 4AC +/- PHASE 2
Water Provider:	PENDER COUNTY UTILITIES	**Wastewater Provider:**	
Project Address:	426 SLOOP POINT ROAD	**NAICS Code:**	#53
Description of Project Location:	APPROX. 0.4 MILES SE ON SLOOP POINT RD OF HWY 17 (NCSR 1561) HAMPSTEAD,NC		
Describe activities to be undertaken on project site:	* 12 AC +/- For Proposed Boat & RV Storage / Enclosed (Ph. 1 & 2) Existing house can possibly be used for Office. * Ex. 4 AC Wetlands/Pond to remain UnDisturbed.		

SECTION 3: SIGNATURES

Applicant's Signature	Gloria S. Lowe	**Date:**	6-27-2022
Applicant's Printed Name:	GLORIA S. LOWE	**Date:**	
Owner's Signature	Gloria S. Lowe	**Date:**	6-27-2022
Owner's Printed Name:	GLORIA S. LOWE	**Date:**	

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Special Use Permit Specific Rrquirements
Project Narrative (Page 2 of application)
Southwinds Boat & RV Storage
426 Sloop Point Road, Hampstead **July 1, 2022**

1.) Location of Project and Access:
The 20 +/- acre site is located on 426 Sloop Point Road, located in Hampstead, Pender County, NC. Parcel # 4214-49-2964-000
Access to the site and future Phase 1 & 2 is proposed via a two-lane asphalt driveway with a grassed median in a 70-foot-wide private right-of-way to Sloop Point Road. A North Carolina Department of Transportation, NCDOT Driveway Permit will be obtained which specifies conditions of the roadway improvements. The internal drive aisle widths are planned sufficient to allow fire apparatus access. All entrance signs will conform to county and NCDOT standards, not blocking line of site.

2.) Description of activities:
This project proposes private storage for indoor/enclosed storage of motorized vehicles, including, but not limited to, indoor storage of watercrafts to be stored for protection. No occupant maintenance operations are proposed or allowed on site. Water service for the storage occupants will be solicited to provide rinsing capability. An attendee's office for one employee is proposed in an existing older home located on parcel 4214-49-2964-000. Proposed hours for the facility are 5am – 10pm.

3.) Description of construction activities:
Typical land clearing & grading for site, storm water ponds and new fence. Construction for private road entrance. Silt fence to be placed around perimeter of property during all construction to prevent sedimentation of adjacent property & wetlands. Various tree protection area and around conservancy lot.

4.) Utilities:
Water service will be provided by extension of the existing Pender County waterline on Sloop Point Road. The water main is located across Sloop Point Road from the site. Municipal sewer is not available at this location. Private septic will be permitted on site, if desired. The proposed office has a permitted septic system and well. Water service for the storage occupants will be solicited to provide rinsing capability.

5.) State & Federal Permits:
To be determined by a professional Licensed Engineer at the time of Site Plan design for submittal to Pender County Planning, NCDEQ, and NCDOT etc.

6.) 8 written Findings for SUP / Pender Co. Ordinance (Sec 3.12.3.G.)
See attached

PENDER COUNTY SLOOP POINT TAX INFO

SOUTHWINDS PROPERTY PARCEL NUMBER LIST

Owner: Gloria S. Lowe

* All Info listed below can be confirmed by Pender Co. Tax Office

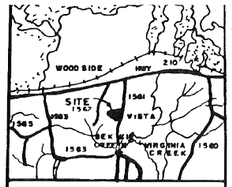
	LOT NAME	PARCEL NUMBER
1	LOT 17-B HOUSE LOT	4214-49-2964-0000
2	LOT 18 PB VAC. LOT	4214-49-3833-0000
3	POND 4.09AC.	4214-49-2476-0000
4	LOT 17-A	4215-40-1074-0000
5	OFF WHITE SAND ROAD	4215-30-8320-0000
6	OFF WHITE SAND RD LONG PARCEL	4215-30-6155-0000
7	LOT 7-A	4215-30-9131-0000
8	LOT 10-B	4214-39-4620-0000
9	LOT 13-A	4214-49-0543-0000
10	LOT 15-A	4214-49-0844-0000
11	LOT 16-A	4214-49-1686-0000
12	LOT 10-A	4214-39-5619-0000
13	LOT 9-B	4214-39-5797-0000
14	LOT 11-B	4214-39-6514-0000
15	LOT 9-A	4214-39-6858-0000
16	LOT 12-B	4214-39-7479-0000
17	LOT 11-A	4214-39-7623-0000
18	LOT 8-B	4214-39-7956-0000
19	LOT 12-A	4214-39-8472-0000
20	LOT 14-B	4214-39-8830-0000
21	LOT 13-B	4214-39-9672-0000
22	LOT 16-B	4214-49-1715-0000
23	LOT 14-A	4214-39-9700-0000
24	LOT 15-B	4214-39-9972-0000
25	LOT 7-B	4215-40-0117-0000
26	LOT 6-A	4215-40-1273-0000
27	LOT 6-B	4215-40-1301-0000
28 *	SPECIAL PURPOSE LOT EASEMENT R.O.W	4215-40-4020-0000
29	LOT 8-A	4215-30-8044-0000

* R.O.W. Strip 30'W x 126.80'L along Sloop Pt. Rd.

MB 30-40
Slide 410

335 AND DEED BOOK 1037, PAGE 339, ALSO SEE A MAP ENTITLED "SOUTHWINDS" RECORDED IN MAP BOOK 24, PAGE 9 ALL IN THE PENDER COUNTY REGISTRY.

NOTE NO. 2 - THERE ARE IRON STAKES AT ALL PROPERTY CORNERS OR CONCRETE MONUMENTS AS SHOWN ON MAP.



LOCATION MAP
SCALE: 1 INCH = 2 MILES

FROM AN EXISTING P.K. NAIL AT THE INTERSECTION OF THE CENTERLINE OF S.R. NO. 1561 WITH THE CENTERLINE OF U.S. HWY. NO. 17 TO A RAILROAD SPIKE IN THE CENTER OF S.R. 1561 COURSES AND DISTANCES ARE AS FOLLOWS:

S 46° 19' E	847.75
S 33° 36' E	721.96
S 35° 57' E	323.81

MAP BOOK 24, PAGE 9

TO U.S. HWY. 17

RAILROAD SPIKE

CYRUS T. LOWE JR.
HOME LOT

CYRUS T. LOWE JR.
GLORIA S. LOWE
(M.B. 23, P. 33)

THIS LOT REMAINS THE SAME AS WHEN RECORDED ON A MAP ENTITLED "SOUTHWINDS" (M.B. 24, P. 9)

OLD IRON STAKE

N 42° 14' 50" E 391.97

N 54° 00' 00" E 804.09

232.27

30.00

POND

10-B +/- .57 AC.
10-A +/- .55 AC.
9-B +/- .58 AC.
9-A +/- .48 AC.
8-B +/- .46 AC.
8-A +/- .46 AC.
7-A +/- .40 AC.
7-B +/- .49 AC.
6-B +/- .48 AC.
6-A +/- .48 AC.

30' EASEMENT

SOUTHWINDS DRIVE

11-B +/- .69 AC.
11-A +/- .50 AC.
14-B +/- .55 AC.
15-B +/- .52 AC.
17-A +/- .61 AC.
14-A +/- .49 AC.
15-A +/- .49 AC.
12-B +/- .52 AC.
13-B +/- .48 AC.
16-B +/- .48 AC.
17-B +/- .55 AC.
12-A +/- .50 AC.
13-A +/- .50 AC.
16-A +/- .50 AC.
18 +/- .71 AC.

BREEZY STREET

OLD 30.00 IRON STAKE

RICHARD SULLIVAN PROPERTY

S 52° 14' 13" W 247.60

N 52° 14' 13" E 188.80

S 52° 14' 13" W 193.47

N 51° 14' 10" E 196.50

N 51° 14' 10" W 202.35

S 51° 14' 10" W 199.01

10.63

S 52° 14' 32" W

OLD I.S.

OLD IRON STAKE

CYRUS T. LOWE JR.

SLOOP POINT ROAD
S.C.S.R. NO. 1561

SCALE IN FEET
0 100 200 300 400

GRAPHIC SCALE 1 INCH = 100 FEET

OWNERS - CYRUS T. LOWE JR.
GLORIA S. LOWE

NORTH CAROLINA REGISTERED SEAL L-1275 LAND SURVEYOR STUART H. JONES

LINDA K. HOFFMAN NOTARY PUBLIC PENDER COUNTY, NC

I, STUART H. JONES, REGISTERED LAND SURVEYOR NO. L-1275 CERTIFY THAT THIS SURVEY CREATES A SUB-DIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE, THAT REGULATES PARCELS OF LAND.

STUART H. JONES
REGISTERED LAND SURVEYOR

NORTH CAROLINA PENDER COUNTY
THE FOREGOING CERTIFICATE OF LINDA K. HOFFMAN NOTARY PUBLIC OF PENDER COUNTY, NORTH CAROLINA IS CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION ON THE 30 DAY OF June A.D., 1995 AT 9:10 (A.M., P.M.) AND DULY RECORDED IN MAP BOOK 30 AT PAGE 410, SLIDE 410.

Joyce M Swicegood COUNTY REGISTER OF DEEDS
BY Brenda Corbett, Asst.

STATE OF NORTH CAROLINA PENDER COUNTY
STUART H. JONES BEING DULY SWORN, SAYS THAT THIS MAP WAS MADE FROM AN ACTUAL SURVEY MADE By Me THAT DEEDS USED FOR THIS SURVEY ARE SHOWN BY BOOK AND PAGE NUMBER IN NOTE NUMBER 1 ON THIS MAP, THAT THE PRECISION OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1 1See THAT THIS MAP WAS MADE IN ACCORDANCE WITH G.S. 47 30 AS AMENDED AND IS CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

Stuart H. Jones

NORTH CAROLINA, PENDER COUNTY
I, LINDA K. Hoffman A NOTARY PUBLIC OF Pender COUNTY, N.C., HERE BY CERTIFY THAT Stuart H. Jones PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING CERTIFICATE WITNESS MY HAND AND OFFICIAL SEAL THIS THE 30 DAY OF June 1995
MY COMM. EXPIRES: 2-19-2000
Linda K. Hoffman NOTARY PUBLIC

MAGEE REPROGRAPHICS 370141

LEGEND:

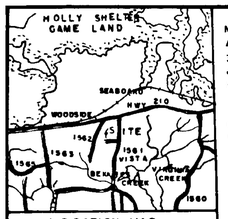
	PROPERTY LINE
	OUTSIDE BOUNDARY LINE OF SUB DIVISION
	LOT LINE OF SUB DIVISION
	CENTER LINE
	TIE LINE, OLD PROPERTY LINE, PROPERTY LINE OF ADJOINING PROPERTY, OR OUTLINE OF TOPOGRAPHICAL DETAIL
E	EASEMENT LINE
R/W	RIGHT OF WAY LINE
	UTILITY LINES
	CONCRETE MONUMENT CONTROL CORNER (TOP ABOVE GROUND)
	CONCRETE MONUMENT CONTROL CORNER (TOP BURIED)
	IRON PIPE
	IRON STAKE

L LENGTH OF CIRCULAR CURVE AS MEASURED WITH THE ARC OF THE CURVE
R RADIUS OF CIRCULAR CURVE
T TANGENT OF CIRCULAR CURVE
Δ DELTA ANGLE

APPROVED
DATE Aug 26 1995
ZONING ENFORCEMENT

REVISION OF
SOUTHWINDS SUBDIVISION
TOPSAIL TOWNSHIP
PENDER COUNTY
NORTH CAROLINA
DATE OF SURVEY - JUNE 12, 1995
SCALE - 1 INCH = 100 FEET

DRAWN BY L. K. H.	COWAN AND JONES, P.A. REGISTERED LAND SURVEYORS	DRAWING NO.
DATE		SHEET NO.



LOCATION MAP

SCALE: 1 INCH = 2 MILES

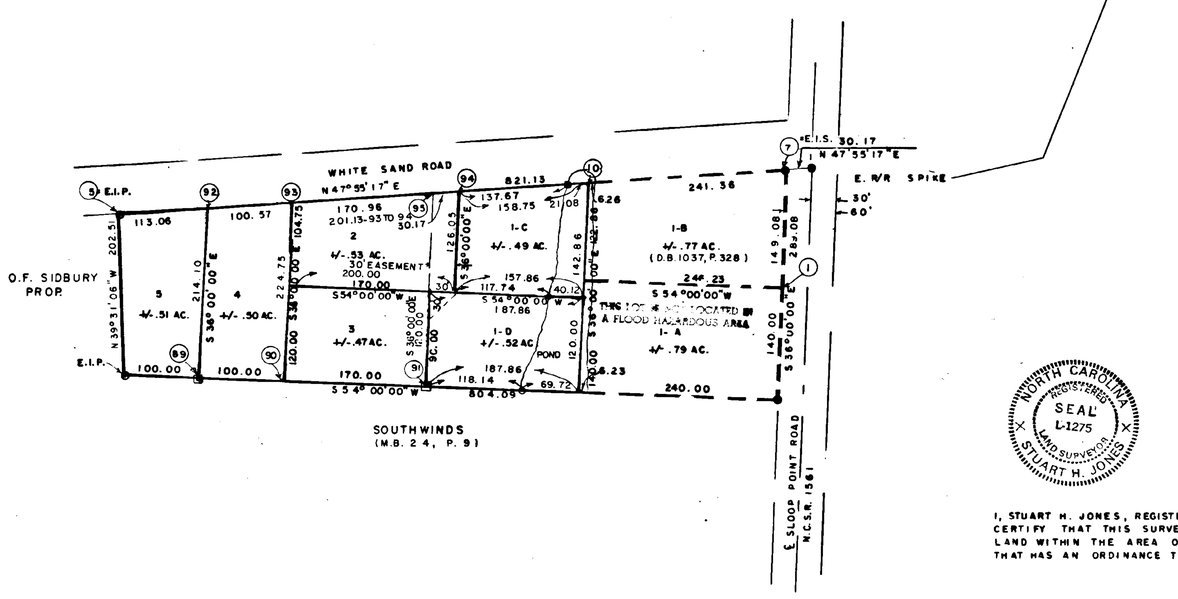
NOTE NO. 1 - FOR REFERENCE TO THE WITHIN PLATTED PROPERTY, SEE A DEED RECORDED IN DEED BOOK 1037, PAGE 330 AND 1037, PAGE 332, ALSO SEE A MAP ENTITLED "PROPERTY OF CYRUS T. LOWE JR. AND WIFE GLORIA S. LOWE" RECORDED IN MAP BOOK 23, PAGE 33 ALL IN THE PENDER COUNTY REGISTRY.

NOTE NO. 2 - THERE ARE IRON STAKES AT ALL PROPERTY CORNERS OR CONCRETE MONUMENTS AS SHOWN ON MAP.

MAP BOOK 23, PAGE 33

FROM AN EXISTING P.K. NAIL AT THE INTERSECTION OF THE CENTERLINE OF N.C.S.R. 1561 WITH THE CENTERLINE OF U.S. HWY. NO. 17 TO A RAILROAD SPIKE IN THE CENTER OF S.R. 1561 COURSES AND DISTANCES ARE AS FOLLOWS:

S 46° 19' E	847.75
S 33° 36' E	721.96
S 35° 57' E	323.81



NORTH CAROLINA REGISTERED SEAL L-1275 LAND SURVEYOR STUART H. JONES

LINDA K HOFFMAN NOTARY PUBLIC PENDER COUNTY, NC

I, STUART H. JONES, REGISTERED LAND SURVEYOR NO. L-1275 CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

STUART H. JONES
REGISTERED LAND SURVEYOR

NORTH CAROLINA PENDER COUNTY

THE FOREGOING CERTIFICATE OF LINDA K. HOFFMAN NOTARY PUBLIC OF PENDER COUNTY, NORTH CAROLINA IS CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION ON THE 29th DAY OF June, A.D., 1995 AT 4:25 (A.M., P.M.) AND DULY RECORDED IN MAP BOOK 30, PAGE 38, SLIDE 409.

JOYCE M. SWICEGOOD COUNTY REGISTER OF DEEDS

BY Daphne D. Smith Deputy

NORTH CAROLINA REGISTERED SEAL L-1275 LAND SURVEYOR STUART H. JONES

LINDA K HOFFMAN NOTARY PUBLIC PENDER COUNTY, NC

SCALE IN FEET

0 100 200 300 400

GRAPHIC SCALE 1 INCH = 100 FEET

STATE OF NORTH CAROLINA PENDER COUNTY

STUART H. JONES, BEING DULY SWORN, SAYS THAT THIS MAP WAS MADE FROM AN ACTUAL SURVEY MADE By me THAT DEEDS USED FOR THIS SURVEY ARE SHOWN BY BOOK AND PAGE NUMBER IN NOTE NUMBER 1 ON THIS MAP; THAT THE PRECISION OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:7500 THAT THIS MAP WAS MADE IN ACCORDANCE WITH G.S. 47.30 AS AMENDED AND IS CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

Stuart H. Jones

NORTH CAROLINA, PENDER COUNTY

I, LINDA K. HOFFMAN, A NOTARY PUBLIC OF PENDER COUNTY, N. C., HERE BY CERTIFY THAT STUART H. JONES PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING CERTIFICATE WITNESS MY HAND AND OFFICIAL SEAL THIS THE 27th DAY OF June 1995

MY COMM. EXPIRES: 2-19-2000 Linda K. Hoffman NOTARY PUBLIC

LEGEND:

PROPERTY LINE	L LENGTH OF CIRCULAR CURVE AS MEASURED WITH THE ARC OF THE CURVE
OUTSIDE BOUNDARY LINE OF SUB DIVISION	R RADIUS OF CIRCULAR CURVE
LOT LINE OF SUB DIVISION	T TANGENT OF CIRCULAR CURVE
CENTER LINE	Δ DELTA ANGLE
TIE LINE, OLD PROPERTY LINE, PROPERTY LINE OF ADJOINING PROPERTY OR OUTLINE OF TOPOGRAPHICAL DETAIL	
E EASEMENT LINE	
R/W RIGHT OF WAY LINE	
UTILITY LINES	
CONCRETE MONUMENT CONTROL CORNER (TOP ABOVE GROUND)	
CONCRETE MONUMENT CONTROL CORNER (TOP BURIED)	
IRON PIPE	
IRON STAKE	

Date 6/29/95

REVISION OF PROPERTY FOR

CYRUS T. LOWE JR. AND GLORIA S. LOWE

TOPSAIL TOWNSHIP
PENDER COUNTY
NORTH CAROLINA
DATE OF SURVEY: JUNE 18, 1995
SCALE - 1 INCH = 100 FEET

DRAWN BY L. K. H.	COWAN AND JONES, P.A. REGISTERED LAND SURVEYORS BURGAW, NORTH CAROLINA	DRAWING NO
DATE JUNE 18, 1995		SHEET NO

MB 30 Pg 38 Slide 409

MB 30-38
Slide 409

Certificate of Survey and Accuracy

I, James H. Fentress, Jr., certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 30, page 304 etc) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 30, page 304; that the ratio of precision as calculated is 1:10000; that this plat was prepared in accordance with G.S. 47-30 as amended.

That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision

Witness my original signature, registration number and seal this 28th day of June AD 2017

Seal

Surveyor L3902

NORTH CAROLINA PROFESSIONAL SEAL L-3902 SURVEYOR JAMES HOWARD FENTRESS JR

GLORIA S. LOWE
4214-39-9684-0000
MB30 PG40

SOUTHWINDS DR. (30' R.O.W.)

S62°17'20.79"W 2.42'

S62°17'21"W 188.16'

N54°20'01"E 126.92'

S36°34'41"E 120.00'

N53°18'55"W 157.14'

N51°14'10"E 196.56'

S36°34'41"E 120.00'

BREEZY STREET (30' R.O.W.)

N53°18'55"W 150.42'

N51°14'10"E 202.56'

N53°18'55"W 150.35'

S51°14'10"W 198.96'

S36°33'01"E 239.45'

SLOOP POINT ROAD

LOT 17-A

GLORIA S. LOWE
4215-40-1074-0000
MB30 PG4
26,672 SQ.FT.

TIM GASS
460 SLOOP POINT RD.
4215-40-2194-0000
DB664 PG221

TIM GASS
460 SLOOP POINT RD.
4215-40-3076-0000
DB664 PG221

GLORIA S. LOWE
4214-39-9684-0000
MB30 PG40

LOT 17-B

GLORIA S. LOWE
426 SLOOP POINT RD.
4214-49-2964-0000
MB30 PG40
23,893 SQ.FT.

LOT 18

GLORIA S. LOWE
4214-39-9684-0000
MB30 PG40
27,217 SQ.FT.

GLORIA S. LOWE
4214-39-9684-0000
MB30 PG40

GLORIA S. LOWE
4214-39-9684-0000
MB30 PG40

GLORIA S. LOWE
4214-49-2476-0000
DB3687 PG247

30.00'

N53°45'15"E 126.80'

SPECIAL PURPOSE LOT
RIGHT OF WAY ONLY
OWNER: GLORIA S. LOWE

N53°45'15"E 126.80'

S36°33'01"E 119.28'

S36°33'01"E 140.28'

30.00'

30.00'

MANHOLE
FOUND 1/2" PIPE

S36°34'41"E 121.31'

S36°34'41"E 120.00'

S53°25'30"W 156.83'

30.00'

516 SLOOP POINT RD.

TERESA MEMOLI
4214-49-4974-0000
DB4413 PG38
18,791SQ.FT.

DAVID VAIL
554 SLOOP POINT RD.
4214-49-4788-0000
DB577 PG264

30.00'

S51°14'10"W 10.65'

S52°14'52"W

S51°14'10"W

NORTH

GRAPHIC SCALE: 1" = 40'

40' 20' 40' 80'

APPROVED 7-31-17 DATE
KEM
INITIALS
Pender County Planning Dept.

VICINITY MAP



NOTES:
1. TAX PARCEL ID: 4214-49-4974-0000 AND 4214-39-9684-0000
2. SURVEY REFERENCE: MAP BOOK 30, PAGE 40 OF THE PENDER COUNTY REGISTER OF DEEDS.
4. PROPERTY IS PRESENTLY ZONED RP.

NOTE FOR SPECIAL PURPOSE LOT:THE FINAL PLAT CONTAINS-
1. THE LOT HAS A 30FT. RIGHT OF WAY TO A PUBLIC ROAD, SLOOP POINT ROAD.
2. THIS LOT MUST MEET ANY BUFFER AND LANDSCAPE REQUIREMENTS CONTAINED IN THIS ORDINANCE.
3. THIS LOT SHALL BE ONLY FOR THE PURPOSE OF RIGHT-OF-WAY ONLY AND ANY STRUCTURES (OTHER THAN FENCES) LOCATED ON THE LOT SHALL BE 10' FROM ANY PROPERTY LINE.
4. BUILDINGS FOR PERMANENT HUMAN {OR ANIMAL(AS APPROPRIATE)} OCCUPANCY NOT ALLOWED ON THIS LOT.
5. THE USE APPROVED FOR THE LOT IS A USE ALLOWED IN THE ZONING DISTRICT IN WHICH THE LOT IS LOCATED.

State of North Carolina
Pender County

I, Amy Everett, Review Officer of Pender County, certify that the map or plat to which this is affixed meets all statutory requirements for recording.

Amy Everett 7/31/17
Review Officer Date

Certificate of Ownership and Dedication

I, GLORIA S. LOWE, hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the County of Pender and that I hereby adopt this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate all streets, alleys, walks, parks, waterlines, other sites, improvements, perpetually reserve, and easements to public or private use as designated and noted.

7-29-17 Gloria S. Lowe
Date Owner: Gloria S. Lowe

Certificate of Ownership and Dedication

I, Michael A. & Teresa M. Memoli, hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the County of Pender and that I hereby adopt this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate all streets, alleys, walks, parks, waterlines, other sites, improvements, perpetually reserve, and easements to public or private use as designated and noted.

7/31/17 Michael A. Memoli
Date Owner: Michael A. Memoli

7/31/17 Teresa M. Memoli
Date Owner: Teresa M. Memoli

CERTIFICATE OF REGISTRATION BY REGISTER OF DEEDS

NORTH CAROLINA PENDER COUNTY

FILED FOR REGISTRATION ON THE _____ DAY OF _____ AT _____ (AM/PM)
AND DULY RECORDED IN MAP BOOK _____ AT PAGE _____

Doc No: 2002656A4
Recorded 07/31/2017 04:21:04 PM
Fee Amt: $21.00 Page 1 of 1
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 61 PG 7-7 (1)

LEGEND

- IRON REBAR SET
- EX. IRON PIPE
- CONTROL PK NAIL SET

REVISIONS

BY	NO.	DATE	DESCRIPTION

RECOMBINATION MAP OF :

516 SLOOP POINT ROAD AND LOT 18 OF SOUTHWINDS SUBDIVISION MAP BOOK 30, PG. 40 OF PENDER COUNTY REGISTRY

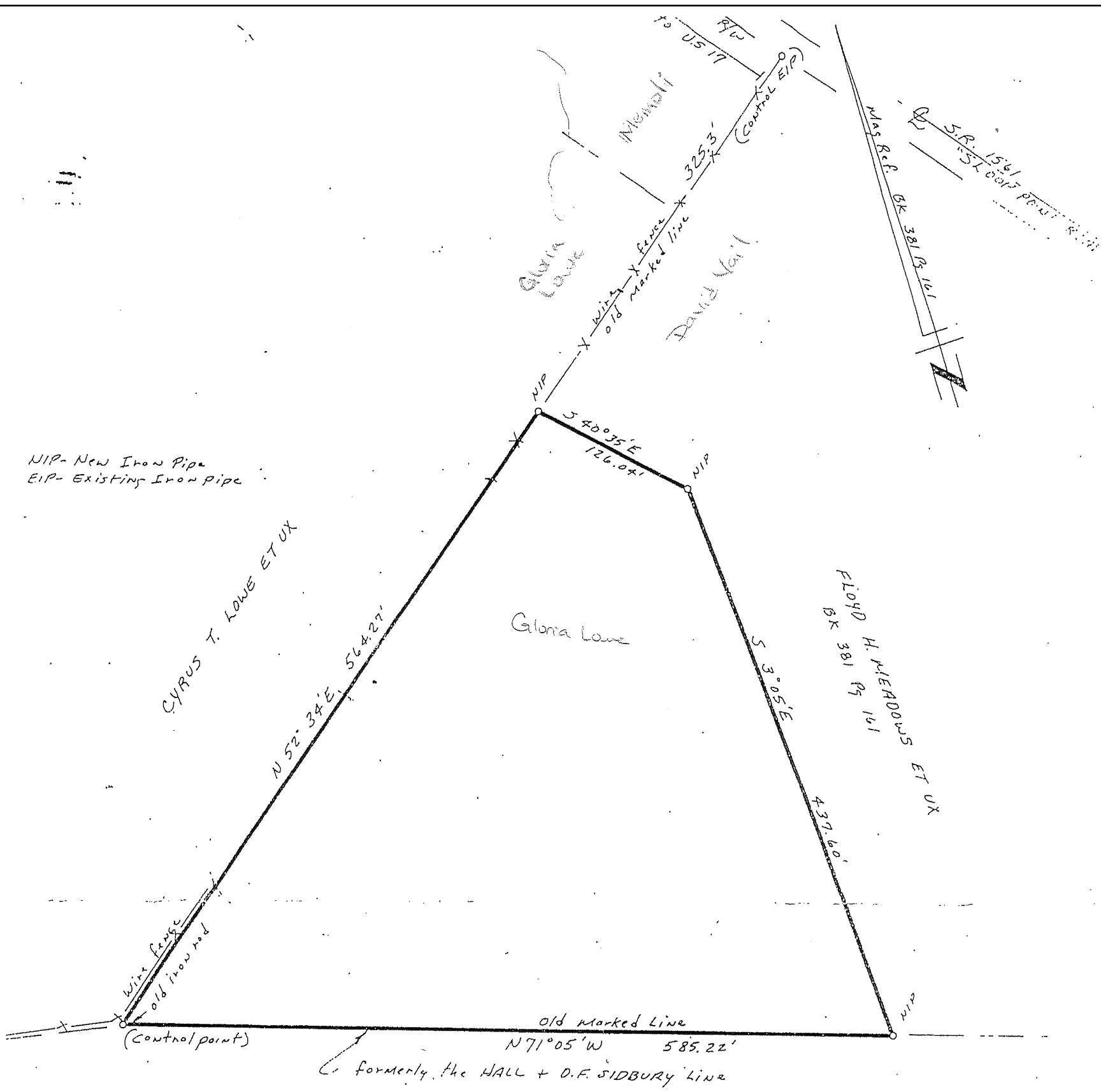
TOPSAIL TOWNSHIP PENDER COUNTY NORTH CAROLINA

OWNER: GLORIA S. LOWE
ADDRESS: 501 - B DOGWOOD LANE WILMINGTON, NC 28409
PHONE: 910-620-1640

STROUD ENGINEERING, P.A. C-0647
102-D CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
(910) 815-0775 (910) 815-0593 FAX

DESIGNED: TLL
DRAWN: TLL
APPROVED: JHF
DATE: 4/26/2017
SCALE: 1" = 40'
SHEET 1 OF 1

MB 61 PG7



[redacted]

4.0 A±

SURVEY
FOR

CYRUS T. LOWE, JR.
+ wife
GLORIA S. LOWE

TOPSAIL TWP - PENDER CO. - NORTH CAROLINA

MAR. 10, 1979 SCALE 1"=100'

James C Simmons
Reg Land Surveyor
Wallace, N.C.
L-1532

NORTH CAROLINA
REGISTERED
SEAL
L-1532
LAND SURVEYOR
JAMES C. SIMMONS

RE: Requested statement to dissolve the lots within the 12 AC. Buildable Storage area if the Special Use Permit is granted.
RE: Hampstead, NC Pender Co. – Proposed *Southwinds Boat & RV Storage* on Sloop Point Road
Address of property for SUP: 426 Sloop Point Road

BY: Owner – Gloria S. Lowe

Date: July 27, 2022

I, Gloria S. Lowe, own 29 Pender County Tax Parcels that make up approximately 20 AC. +/- off Sloop Point Road, Hampstead, NC. I have applied For a Special Use Permit under the NAICS Code #53 to allow Enclosed Boat & RV Storage within an RP zone. The 20 AC. +/- was divided into 29 parcels/lots prior to 1995. I agree to dissolve only the existing lots within the 12 AC +/- for the Buildable Storage area. The existing (6) lots closest to Sloop Point Road will remain as is, along with the 4 AC+/- Wetland/pond non-buildable lot area. I agree to record a new Map of Record reflecting this agreement only if the Special Use Permit is granted by the Pender County Board of Commissioners for Enclosed Boat & RV Storage.

Thank you,

Gloria S. Lowe

Cc: Tracy Lowe
Greg Feldman, Current Planner/Pender County Planning

Greg Feldman

From: Tracy Lowe <tlowe@stroudengineer.com>
Sent: Wednesday, June 29, 2022 12:31 PM
To: Greg Feldman
Subject: [External]NCDOT FW: [External] DRIVEWAY IDEAS

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.

Greg –

Below is the latest information I received from Doug Racine (after several discussions) before I submitted plans yesterday.

- Note : *NO TIA or Roadway Improvements are Required.*

RE: the 80' frontage mentioned : we previously discussed an 80' Entrance, but I informed him I changed it to a 70' Entrance, (which is plenty of width and it keeps my side/corner lot at 90' wide along Sloop Point Rd.). Again, Site Plans can change due to Engineering, Permitting and NCDOT as we all know. All in all there is plenty of road frontage to meet NCDOT requirements when the time comes, if passed.

Thank you for your time,
Tracy

From: Racine, Douglas W <dracine@ncdot.gov>
Sent: Monday, June 27, 2022 3:06 PM
To: Tracy Lowe <tlowe@stroudengineer.com>
Cc: Spirakis, Kirsten L <klspirakis@ncdot.gov>; Lanier, Lantz S <lslanier1@ncdot.gov>; Cox, Bryce A <bacox2@ncdot.gov>
Subject: RE: [External] DRIVEWAY IDEAS

Tracy,

I have discussed your proposed development with the District Engineer, and our comments are below.

- With the proposed land use, a TIA nor roadway improvements are required.
  - Larger section has 103,250 sf mini-storage
  - Smaller section has 47,925 sf mini-storage
- Only a single driveway will be allowable within the 80' frontage.
- Gates will need to be setback 100' from the R/W.

If you need further assistance, please contact me.

Thank you,
Douglas W. Racine
Deputy District Engineer
Division 3 District 1
North Carolina Department of Transportation

Direct Line: 910-467-0502

Main Line: 910-467-0500
dracine@ncdot.gov

295 Wilmington Hwy. Suite A
Jacksonville, NC 28540

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

SUP - FOR PROPOSED PRIVATE / GATED / FENCED & ENCLOSED BOAT & RV STORAGE PHASE 1

(8 AC +/- Buildable Area)

SUP - FOR PROPOSED PRIVATE OFFICE & EQUIPMENT LEASING AREA

(2 AC +/- Office Area)

SUP - FOR PROPOSED PRIVATE / GATED / FENCED & ENCLOSED BOAT & RV STORAGE PHASE 2

(4 AC +/- Buildable Area)

NOT FOR CONSTRUCTION

GRAPHIC SCALE: 1" = 60'

VICINITY MAP
EX. F.H. NTS

SITE DATA	
TOTAL SITE	20 AC +/-
PHASE 1	8 AC +/-
PHASE 2	4 AC +/-
WETLAND POND AREA	4 AC +/-
OFFICE/LEASING AREA	2 AC +/-
VAC LOTS/SPECIAL USE LOT	1.16 AC +/-
PIN	4515-30-6155-0000
SUREVEY REF.	MB30,PG38 & MB30,PG38
ZONING	RP
SETBACKS	
FRONT	30'
REAR	25'
SIDE	10'
MAX HEIGHT	35'
LANDSCAPE BUFFER REQUIREMENTS	TYPE C - SIDE/REAR TYPE A - FRONT
8 +/- AC SITE	163 +/- UNITS PROPOSED
4 +/- AC SITE	71 +/- UNITS PROPOSED
WATER	PENDER COUNTY UTILITY
SEWER	N/A
	* (2 EX. WELLS ON PROPERTY - ONLY ONE IN USE)
	* (1 EX. SEPTIC ON PROPERTY - IN USE)
RECEIVING STREAM	MULLET RUN SA;HQW APPROX. .43 MILES SW OF THE 4 AC. WETLAND POND

NOTES:
1) WETLAND DELINEATION COMPLETED BY WITHERSRAVENEL ON 2/12/2022.
2) WETLAND LIMITS ARE APPROXIMATE, BASED ON GPS LOCATION OF WETLAND FLAGS.

SLOOP POINT RD - LOWE TRACTS | HAMPSTEAD PENDER COUNTY NORTH CAROLINA | WETLAND DELINEATION EXHIBIT | WithersRavenel Engineers | Planners | Surveyors

PROPOSED SITE PLAN - SUP SUBMITTAL

Southwinds Boat & RV Storage

HAMPSTEAD TOWNSHIP PENDER COUNTY NORTH CAROLINA

OWNER: GLORIA S. LOWE
ADDRESS: 501-B DOGWOOD LANE, WILMINGTON, NC 28409

DRAWN: TRACY LOWE
DATE: JAN. 2022
SCALE: 1" = 60'

7) Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
8) Existing and proposed structures and on-site improvements;
9) Existing and proposed fencing, vegetative screening and buffering;
10) Existing and proposed signs, lighting, landscaping, walks, parking and drives;
11) Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

3.12.3 Procedures for Reviewing Applications

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.

B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.

C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.

D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.

E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.

F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3) The proposed use shall not constitute a nuisance or hazard;
4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.
2) That the use for which such approval was granted is not being executed.
3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
5) That the permit granted is in violation of an Ordinance or Statute.
6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.

D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.

E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

1) Such conditions may include a time limitation.
2) Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".

(Section 3.12.3.G) Procedures for Reviewing Applications: PENDER UDO/Article 3
8 written findings for SUP
July 1, 2022

The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
The proposed development is consistent with the property's RP zoning under the Pender County **NAICS Code 53 (Rental and Real Estate and Leasing).** Allows for the indoor/enclosed storage of motorized vehicles, including, but not limited to, indoor storage of watercrafts. All outdoor storage, even when fenced, would not be permitted in this land use classification. **This particular land use classification is permitted within the RP, Residential Performance zoning district with a Special Use Permit**. All Special Use Permit applications require approval from the Board of County Commissioners.

2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
This private 20ac site is a unique area of land tucked away off Sloop Point Road, surrounded by existing extensive buffering, as shown on Exhibit Map. This proposed project is ideal for a well-hidden private Boat & RV storage. The entire property is surrounded by extra buffer that has and will continue to sustain privacy, thereby creating minimal adverse affects to adjacent property owners.
Benefits: ***(HOA)-*** *Pender County is a Coastal Community; Boat & RV Storage is a Necessity since HOA's Do Not Allow Home Storage*. Natural existing wooded areas & the 4ac wetland pond area will remain the same for wildlife and noise control. Safety measures are considered by offering this type of storage on a secondary road instead of Hwy 17. Various stoplight options are available to storage renters as well as the community. (Fuel, food, ice etc. is available at 3 convenience stores without entering onto HWY 17). The new Hampstead Bypass, will offer additional access points.
Headlights: The existing heavily wooded areas around and within the property make for considerable sound barriers and any extra headlight activity. Due to the type of storage use, very minimal headlight use will be in effect during evening hours. The required 25' buffer, fencing and Type A & C landscape will only add to the privacy. Again, this type of storage is typically seasonal for spring and summer daytime boat activity.
Lighting: We prefer only lighting on the buildings to illuminate downward towards the drive aisles and storage entrance; pole lighting may cause too much illumination. All lighting will have to be approved by County Planning. We are willing to seek new ideas for lighting or solar to maintain minimal light activity for the least amount of glare.

Safety: Safety is always in mind when it comes to any type of new development. Due to this type of storage, typically seasonal & daytime use, it offers less traffic than mini storage and considerably less amount than what a subdivision would create. Extra safety is a plus for this site regarding the type of use. The local secondary roads offer 4 entrance & EXIT opportunities to and from this site. When entering or leaving this site, a person pulling large trailers or driving large RV's (which require longer time to increase & decrease speed when entering or exiting HWY 17) have an option to use 3 stoplight locations (Sloop Point Loop, Transfer Station Rd. or Country club Rd.). The required fencing around the building site is an additional safety feature that protects the storage facility and adjacent landowners.

Character: The existing 241.32' wide entrance area will stay somewhat the same except for the paved entrance within 70'. The two existing lots up front will remain vacant at this time. The large Live Oaks will remain within the Conservancy Lot created and recorded. Due to the 70' entrance area I will be able to increase the existing conservancy Lot to 16,513sf area which we plan to maintain. The entrance will provide a grassed median in-between the one-way enter/exit drive aisles which will need approval by the County & NCDOT. We plan to create an attractive entrance with approved landscaping and extra landscaping beside our neighbor on parcel 4215-40-2194-0000. The required private gate will sit back off Sloop Point Road approximately 225'. We want the front entrance to look as natural as possible to keep the entrance and surrounding area private. The remaining features along the perimeter of the property will remain the same along with the extra 25' buffer.

NW: of the property, Phase 1 is bounded by an existing 60' Public R.O.W. (White Sand Road), approximately 818' feet in length. Along this road are 4 adjacent neighbors, two of which are long time private businesses. All three adjacent landowners are located on large parcels and the existing homesites are located towards the rear of those lots. The 4th parcel is a 13ac vacant, heavily wooded tract of land.

SW: of the property along Phase 1, our 4ac wetland pond is bounded by approximately (135,013 sf +/-) = (3.09 ac +/-) Duke Energy Powerline Easement, heavily wooded. The rear adjacent neighbor has a homesite on approx. 6.66ac. on the other side of the Duke Energy Easement.

SE: of the project is our 4ac +/- wetland pond. The northern portion of the wetland pond tract abutting Phase 2 covers the length of the lower phase at 569.27'.

SE: of the property, far corner of Phase 2 is one adjacent owner on a heavily wooded 4.5ac. parcel. The adjacent landowner is approx. 420' from the lower portion of Phase 2 & approx. 345' from the proposed office/ex. Homesite. The existing buffer between our homesite and all adjacent land owners will continue with exceptional tranquility for their privacy.

NE: of the property are two adjacent homeowners. These two adjacent residents are located along Sloop Point Road. Our two vacant lots and one homesite lot create a 2ac boundary between the two land owners and our Phase 2 proposed storage. Those two homeowners are approximately 400' away from Phase 2.

NE: of the property facing Sloop Point Road are two adjacent land owners. Both are separated away from Phase 1 by an existing large pond. Both homes are approximately 300' from any proposed storage buildings. Land owner on parcel 4215-40-0308-0000 along Sloop Point Road owns a landscaping business and is privately separated from our proposed storage by our two vacant lots = (33,915sf) along Sloop point Road and a Non-buildable Conservancy lot to be increased to 16,513sf. (this existing conservancy lot {mb30, Pg40} is a lovely lot preserving 6 large Live Oaks). This lot adds a nice scenic buffer from the street view.

3) The proposed use shall not constitute a nuisance or hazard;
No hazardous materials stored on site. No nuisance can be obtained with as much exiting buffer our property already provides around our entire site along with the 25' required onsite buffer. Pender County Landscape requirements for Type C along the side & rear of the project and Type A along the front. Theses requirements will be noted on the Engineered plans for Pender County Approval.

4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
Neighborhood mixed use allows for a transition between more intense commercial, office, and residential development to lower density residential neighborhoods. The neighborhood mixed use category is primarily dedicated to non-residential uses that provide services, entertainment, and amenities to residents. This future land use category should be composed of a mixture of integrated commercial, office, institutional, and single-family residential uses. Single use developments that contribute toward an integrated land use pattern of appropriate commercial, office, civic, and medium density residential uses are encouraged.
Example - NAICS Code 53 (Rental and Real Estate and Leasing).

5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
Utilities - Water service will be provided by extension of the existing Pender County waterline on Sloop Point Road. The water main is located across Sloop Point Road from the site. Municipal sewer is not available at this location. Private septic will be permitted on site, if desired. The proposed office has a permitted septic system and well. Water service for the storage occupants will be solicited to provide rinsing capability.
Erosion Control -
The site is essentially flat. Construction phase, overland sheet flow will be intercepted by strategic placement of silt fence to prevent sedimentation of adjacent property and wetlands. If necessary, in the construction phase, shallow swales may be used to direct drainage towards temporary sediment basins. A stone construction entrance will be used at the proposed Sloop Point Road driveway location.
Stormwater -
The site drains to an existing wetland located on the parent tract. The nearest stream, Mullet Run, is classified as SA; HQW, existing within a half mile southwest of the wetland. The facility's stormwater design will comply with the relevant North Carolina Department of Environmental Quality, NCDEQ, State Stormwater Coastal Regulations. The runoff will be collected and conveyed to permitted stormwater control measures per the NCDEQ Coastal Stormwater requirements. Any runoff in excess of the state and County required design storms will be discharged at a non-erosive velocity. The overflow will be discharged in approximately the same location that it discharges to prior to development.

6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
Access to the site and future Phase 1 & 2 are proposed via a two-lane asphalt driveway with a grassed median in a 70' wide private right-of-way to Sloop Point Road. A NCDOT Driveway Permit will be obtained which specifies conditions of the roadway improvements. The internal drive aisle widths are planned sufficient to allow fire apparatus access.

7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located;
The proposed development is consistent with the property's RP zoning under the Pender County **NAICS Code 53 (Rental and Real Estate and Leasing).** Allows for the indoor/enclosed storage of motorized vehicles, including, but not limited to, indoor storage of watercrafts. All outdoor storage, even when fenced, would not be permitted in this land use classification. **This particular land use classification is permitted within the RP, Residential Performance zoning district with a Special Use Permit**. All Special Use Permit applications require approval from the Board of County Commissioners

8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.
This proposed project site is for an SUP request - to build Private Enclosed Storage Units for Boat & RVs within a gated area on 20ac. Note the 4ac wetland pond has to be subtracted out, leaving *16ac* available for: storage, storm water, drive aisles, entrance, office, buffer, ex. vacant lots, conservancy lot and ex. R.O.W. easement on property.

We are proposing on Phase 1 approximately 10 buildings = 104,473sf +/-
And approximately 4 buildings on Phase 2 = 47,925 +/-.
This is an approximately 152,398 sf +/- = *3.49ac*. of buildings.

These numbers are based on a proposed site plan by a Planner/GIS Tech/Engineering Tech II. Note: number of buildings/square footage may vary along with storm water sites as per Professional Engineered plans along with County & State Approval.


TOPSAIL BEACH
Topsail Beach
ICW
HARBOUR VILLAGE MARINA
PUBLIC BOAT RAMP
ICW
Sloop Point
1561
1561
1666
SLOOP POINT RD
SLOOP POINT LOOP RD
TRANSFER STATION RD
COUNTRY CLUB RD
STOP LIGHT
210
17
STOP LIGHT
FUTURE HAMPSTEAD BYPASS LOCATION AREA
GAS STATION
SITE
Woodside
GAS STATION
STOP LIGHT
1562
210
1561
HILLTOP GROCERY
Google Earth
Image © 2022 TerraMetrics
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
PRIVATE UPSCALE BOAT & RV STORAGE OFFERS ACCESS : FROM SITE TO - ICW / GAS / FOOD & SMALL SUPPLIES W/O PULLING ONTO HWY 17.
THIS SITE OFFERS 4 ENTRY/EXIT ROADS VIA HWY 17
* 3 STOP LIGHT LOCATIONS = SAFETY
* 2 GAS STATIONS
* 3 CONVENIENCE STORES

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Travis Henley
DATE:	August 15, 2022
SUBJECT:	ZTA 2022-15 - Zoning Text Amendment to Section 3.2.1 'Zoning Approval' to Allow for Issuance of Clearing and Grading Permits

SUMMARY:
Trask Land Company Inc., applicant, is requesting approval of a Zoning Text Amendment to the Pender County Unified Development Ordinance. Specifically, the request is to amend Section 3.2.1 ‘Zoning Approval’ to allow for the issuance of clearing and grading permits prior to the issuance of final zoning approval. A detailed description of the proposed changes can be found in the Planning & Community Development Offices.

ACTION REQUESTED:
To hold a public hearing and consider the Zoning Text Amendment request.

ATTACHMENTS:
1. Staff Report
2. Proposed Language
3. Narrative
4. Application

STAFF REPORT FOR ZTA 2022-15
ZONING TEXT AMENDMENT APPLICATION

APPLICATION SUMMARY	
Case Number	ZTA 2022-15
Hearing Dates	June 7, 2022 Planning Board, Tabled July 6, 2022 Planning Board August 15, 2022 Board of Commissioners
Applicant	Trask Land Company Inc.

ZONING TEXT AMENDMENT PROPOSAL

Trask Land Company Inc., applicant, is requesting approval of a Zoning Text Amendment to the Pender County Unified Development Ordinance. Specifically, the request is to amend Section 3.2.1 'Zoning Approval' to allow for the issuance of clearing and grading permits prior to the issuance of final zoning approval. A detailed description of the proposed changes can be found in the Planning & Community Development Offices.

AMENDMENT DESCRIPTION

The proposed Zoning Text Amendment to the Pender County Unified Development Ordinance seeks to increase efficiency in the application submittal and review processes while providing an opportunity to increase the speed of the development process if certain conditions are met.

The applicant has requested that language proposed within the pending Pender County Unified Development Ordinance Update be brought forward early to create a Zoning Approval process for clearing and grading work to be completed prior to the issuance of final zoning approval. This language shall require certification by Planning Staff that the proposed site plan meets all standards of the Unified Development Ordinance, a permit for erosion and sedimentation control has been issued by NCDEQ and provided to Planning Staff, and if applicable, a significant tree inventory and mitigation plan has been submitted and reviewed and approved by Planning Staff. The specific language proposed to be added to Section 3.2.1 'Zoning Approval' can be found as an attachment to this report.

The request seeks to build efficiency in the development process by allowing for clearing and grading of a site to begin prior to final zoning approval, which is contingent upon receipt of any and all applicable external permits. That requirement shall still apply, and no installation of any infrastructure (including but not limited to roads and utility lines) nor any building permits shall be issued until final zoning approval has been issued.

Furthermore, the proposed language ensures that if clearing and grading approval is issued and then the project does not move forward, the requirements of any significant tree mitigation plan shall be required to be executed by the property owner. Failure to do would result in a Notice of Violation being issued by Planning Staff and would subject the site to any and all enforcement proceedings under Article 13 'Enforcement and Penalties' of the Pender County Unified Development Ordinance.

Following the June 7, 2022 Planning Board meeting, at which the proposed zoning text amendment was tabled for further discussion, Staff and the applicant have worked together to clarify language stating that tree mitigation requirements run with the land and are required regardless of whether the corresponding development project moves forward or not. Additionally, the proposal also now includes an additional section in Section 8.1.3 of the Unified Development Ordinance, such that significant trees now include any tree planted under the requirements of an approved tree mitigation plan approved under the Unified Development Ordinance.

EVALUATION

As prescribed in Section 3.18.5 of the Pender County Unified Development Ordinance, in evaluating any proposed Ordinance text amendment, the Planning Board and the County Commissioners shall consider the following:

1) The extent to which the proposed text amendment is consistent with the remainder of the Ordinance, including, specifically, any purpose and intent statements;
2) The extent to which the proposed text amendment represents a new idea not considered in the existing Ordinance, or represents a revision necessitated by changing circumstances over time;
3) Whether or not the proposed text amendment corrects an error in the Ordinance; and
4) Whether or not the proposed text amendment revises the Ordinance to comply with state or federal statutes or case law.

In deciding whether to adopt a proposed Zoning Text Amendments, the central issue before the Planning Board and County Commissioners is whether the proposed amendment advances the public health, safety or welfare and is consistent with any adopted County Land Use Plan documents and the specific intent of this Ordinance.

PENDER 2.0 COMPREHENSIVE LAND USE PLAN COMPLIANCE

The proposed changes allow for increased efficiency in the development review process. These changes provide flexibility while maintaining consistency with the spirit and intent of the Unified Development Ordinance and Comprehensive Land Use Plan.

The Amendment is supported by one policy in the Comprehensive Land Use Plan:

> **Policy 5.I.G: Development Review:** The County supports an efficient, transparent, and predictable development review and approval process. The intention of the Amendment is to increase the efficiency of the application submittal and review process.

There are no conflicting policies within the Pender 2.0 Comprehensive Land Use Plan or any adopted land use documents for the proposed Zoning Text Amendment. The proposed Zoning Text Amendment is consistent with the spirit, purpose, and intent of the Pender 2.0 Comprehensive Land Use Plan and with the Pender County Unified Development Ordinance.

RECOMMENDATION

The Administrator respectfully recommends approval of the Zoning Text Amendment to the Unified Development Ordinance as described in this report, as the amendments are consistent with the Pender County Unified Development Ordinance and with the Pender 2.0 Comprehensive Land Use Plan. Additionally, at their July 6, 2022 meeting, the Pender County Planning Board also voted to recommend approval of the Zoning Text Amendment request.

PLANNING BOARD CONSISTENCY STATEMENT:

TO APPROVE: Motion to approve the Zoning Text Amendment and to make a finding that the approval is consistent with the Pender 2.0 Comprehensive Land Use Plan.

The amendment of Section 3.2.1 increases the efficiency of the review and development processes and is supported by one policy within the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 5.1.G: Development Review**

There are no specific policies that conflict with the proposal. The proposed Zoning Text Amendment is consistent with the spirit, purpose, and intent of the Pender 2.0 Comprehensive Land Use Plan and with the Pender County Unified Development Ordinance.

TO DENY: Motion to deny the Zoning Text Amendment and to make a finding that proposal is not consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use because [INSERT REASONING].

PLANNING BOARD ACTION FOR ZONING TEXT AMENDMENT July 6, 2022	
MOTION	**SECONDED**
Beaudoin	Gruntfest

APPROVED	DENIED	UNANIMOUS
Y		

Jordan	Buchanan	Beaudoin	Gruntfest	Pitts	Teachey	Mosca
ABSENT	Y	Y	Y	ABSENT	N	N

3.2.1 Zoning Approval

A. Activities for which a Zoning Approval is required: A valid Zoning Approval shall be required for any application for a Building or Electrical Permit. No Building or Electrical Permit shall be issued for any activity in a zoned area until such Zoning Approval or a written determination by the Administrator that no approval is required, has been issued. Zoning approvals may be issued in the form of an individual permit or as a corresponding approval on a related form, such as a building permit. In all circumstances a Zoning Approval shall be required for the following activities:

1) To commence the excavation for or the construction of any building or other structures including accessory structures.
   a) A Zoning Approval Permit may be issued by the County to allow for clearing and grading of the site prior to issuance of final zoning approval upon the following:
      i) Certification that the proposed site plan or preliminary plat meets all standards of the Unified Development Ordinance;
      ii) An Erosion and Sedimentation Control permit has been issued by NCDEQ; and
      iii) A tree protection survey and mitigation plan has been submitted if applicable.
   b) This permit shall not permit the installation of any infrastructure associated with the proposal.
   ~~c) Should a project fail to move forward, the property owner shall be responsible for executing the mitigation requirements of any significant tree mitigation plan if applicable.~~
   d) Tree mitigation requirements submitted for approval of a clearing and grading permit shall run with the land and shall be planted in all circumstances.
2) To commence the moving, exterior alteration, expansion, or substantial repair (see definition of substantial repair) of any structure including accessory structures,
3) To initiate a new use or change the use on any land, lot, parcel or property,
4) To initiate a new use or change the use for any building including accessory structures.

8.1.3 Tree Survey Required

A. Significant Tree Survey

1) A significant tree survey shall be required for any commercial or industrial zoned property and all mixed use districts. The significant tree survey shall show the general location, species and size of any significant tree. However, a significant tree survey shall not be required for land in designated Special Flood Hazard Areas (unless filled or developed in accordance with an approved permit), jurisdictional and coastal wetlands and wetland buffers, designated Areas of Environmental Concern, and stream buffers.
2) For purposes of this Ordinance, a significant tree shall be defined as follows:
   a) An American holly with a trunk caliper measurement of 6” or greater measured at 4.5 feet above ground;
   b) A flowering dogwood with a trunk caliper measurement of 4” or greater measured at 4.5 feet above ground;
   c) A water oak with a trunk caliper measurement of 8” or greater measured at 4.5 feet above ground;

d) A live oak with a trunk caliper measurement of 8” or greater measured at 4.5 feet above ground; ~~and~~

e) Any tree species included in the planting table, except a “loblolly pine” (see Appendix C) with a trunk caliper measurement of 12” or greater measured at 4.5 feet above ground; and

f) Any tree species planted under a previously approved significant tree mitigation plan under this ordinance regardless of size.

3) For development plans where specific building locations are not shown, a more generalized survey of vegetation may be provided in lieu of a significant tree survey. This survey shall describe existing forest stands, indicating the average species and size of trees on the tract.

4) Where any significant tree shown on the significant tree survey is proposed to be removed such removal shall be mitigated by the planting on site of two (2) trees of the same species with a minimum caliper of 2” or greater.

Trask Land Company, Inc.
1022 Ashes Dr., Suite 201
Wilmington, NC 28405

March 4, 2022

Travis Henley
Pender County Planning Director
805 S. Walker St.
Burgaw, NC 28425

Subject: Text amendment application narrative

Dear Mr. Henley:

Currently Staff is not able to sign the plan until all external permits are received (Stormwater, Erosion & Sedimentation Control, State Water and Sewer Approval, etc.). These permits are currently required prior to the issuance of zoning approval for this project.

We are looking at 7-8 months before we can obtain stormwater review(s) and approval as there are approximately 30+ projects in the queue. Therefore, we would respectfully ask the county to please consider a text amendment that would allow for us to be able to pull an erosion control, clearing, and grading permit once we have site plan approval & NCDENR Erosion Control approval. We understand that the Pender County Building Permit would be held up until we receive all necessary approvals from Pluris for the sewer and NCDENR stormwater.

Thank you in advance for your consideration.

Sincerely,

Madison Robideau
Development & Operations Manager
Trask Land Company, Inc.

Confidentiality Statement: This letter contains information from Trask Land Company, Inc., which is privileged and confidential. It is intended only for the use of the addressee(s) shown above. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of such information is strictly prohibited. If you have received this letter in error, please immediately notify us. Thank you.

APPLICATION FOR TEXT AMENDMENT

THIS SECTION FOR OFFICE USE			
Application No.	**ZTA**	**Date**	
Application Fee	**$**	**Receipt No.**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION	
Applicant's Name:	Trask Land Company Inc.
Applicant's Address:	1022 Ashes Dr. Suite 201
City, State, & Zip	Wilmington, NC 28405
Phone Number:	910-799-8755
Email Address:	madison@trasklandco.com

SECTION 2: UDO TEXT TO BE AMENDED

Current Text to be Amended (Please site accurate Article number referenced):

Article 3 - Grading Permit per Draft UDO

Proposed Text to be added:

SECTION 3: SIGNATURE

Applicant's Signature [signature] **Date:** 3/4/22

NOTICE TO APPLICANT

If the applicant makes significant changes to the application for a text amendment after the Planning Board has made its recommendation, the Administrator may refer the modified request back to the Planning Board for an additional public hearing.

TEXT AMENDMENT CHECKLIST

☑	Signed application form
☑	Application fee
☑	A letter describing, in detail the intent and purpose of the amendment presented, meeting the approval criteria set forth in Section 3.18.5 of the Pender County UDO (shown on page 1 of this application

Office Use Only

☐ **ZTA Fees:** $250 — **Total Fee Calculation:**

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

Application Received By:		Date:	
Application completeness approved by:		Date:	
Dates Scheduled for Public Hearings:	☐ Planning Board:	☐ BOC:	

Pender County
Resolution requesting approval for text amendments to Article 11 (Road Name and Addressing) of the Pender UDO.

TO:	Board of County Commissioners
FROM:	Michael Dickson
DATE:	August 15, 2022
SUBJECT:	Resolution requesting approval for text amendments to Article 11 (Road Name and Addressing) of the Pender UDO.

SUMMARY:
Pender County, applicant, is requesting the approval of Zoning Text Amendments to the Pender County Unified Development Ordinance. Specifically, the request is to amend Section 11.1 “Authority;” Section 11.3.1 “New Road Names;” Section 11.4.1.B “Petition for Road Names;” Section 11.4.3.A “Prohibited Road Names;” Section 11.6.1.D, L, and Q “Numerical Addressing Requirements;” Section 11.10.2 “Identification;” and Section 11.11.1 “Installation;” Section 11.11.2 “Maintenance.” These amendments are requested to increase the health and safety of the citizens through 911 addressing requirements, clear up ambiguous language, to grant more property rights to the owners of unnamed access easements, to align the code with current workflows and designated departments, to delineate exceptions for addressing requirements, and to encode the necessity of street signs for private roads. A detailed description of the proposed changes is available in the Pender County Information Technology Services Department.

ACTION REQUESTED:
The Pender County Board of Commissioners is requested to approve the text amendments to Article 11 of the Pender County Unified Development Ordinance pertaining to Road Naming & Addressing.

STAFF REPORT FOR ZTA 2022-16
ZONING TEXT AMENDMENT APPLICATION

APPLICATION SUMMARY	
Case Number	ZTA 2022-16
Hearing Dates	July 6, 2022 Planning Board August 15, 2022 Board of County Commissioners
Applicant	Pender County
Property Owner(s)	Pender County

ZONING TEXT AMENDMENT PROPOSAL

Pender County, applicant, is requesting the approval of Zoning Text Amendments to the Pender County Unified Development Ordinance. Specifically, the request is to amend Section 11.1 "Authority;" Section 11.3.1 "New Road Names;" Section 11.4.1.B "Petition for Road Names;" Section 11.4.3.A "Prohibited Road Names;" Section 11.6.1.D, L, and Q "Numerical Addressing Requirements;" Section 11.10.2 "Identification;" and Section 11.11.1 "Installation;" Section 11.11.2 "Maintenance." These amendments are requested to increase the health and safety of the citizens through 911 addressing requirements, clear up ambiguous language, to grant more property rights to the owners of unnamed access easements, to align the code with current workflows and designated departments, to delineate exceptions for addressing requirements, and to encode the necessity of street signs for private roads. A detailed description of the proposed changes is available in the Pender County Information Technology Services Department.

AMENDMENT DESCRIPTION

Pender County, applicant, has requested these text amendments to the Unified Development Ordinance to improve many portions of Article 11 "Road Naming and Addressing."

In Article 11.1.C, the current text says a road may not be named if the name is "deceptively' like any other nearby roads. Article 11.2.1.B.3) calls for the elimination of "duplicate or phonetically similar" road names. Also, Article 11.4.3.A, 4), 6), and 8) pair the words "duplicate" and "phonetic." Therefore, the applicant argues that changing "deceptively" to "phonetically" aligns the Article 11.1.C with existing language.

In the paragraph following 11.1.C, the applicant suggests omitting some words for the purpose of preventing unnecessary public hearings. Public hearings are required for the naming of private roads and for the renaming of roads. However, most roads are now created within subdivision housing developments. In these instances, the roads are named before the existence of multiple landowners which would require the need for petitioning and public hearings. The roads are named after a vetting process in which developers submit road names for approval. This process is described in Article 11.5.1 New Road Proposals. The applicant argues that removing "name or" and "or assign" in the first sentence, and removing "naming or" and ", or assigning" from the third sentence should prevent the possibility of dozens of yearly public hearings.

Two additional lines are being proposed for Article 11.3.1 New Road Names. Under the direction of Commissioner David Piepmeyer, there is proposed language which would allow for easements greater than two hundred (200) feet to be named by petition of the landowner. Another line states that if a single property owner owns the entirety of an unnamed easement, they alone shall be responsible for the naming of the road in conjunction with the Addressing Coordinator, even if other landowners are affected. The addition of a sentence to Article 11.4.1.B. Petition for Road Names would further reinforce this proposal. Article 11.6.F. requires that when structures are more than two hundred (200) feet from the road, it changes how a structure is to be addressed. While this section does not directly impact the proposed addition to the text, it was used as a guide for determining the length of road which may be named. Furthermore, there are many unnamed logging roads in the county which do not have the required number of structures in order to trigger a required name. This language can permit their naming and assist emergency personnel in the event of a backwoods emergency.

Under 11.4.3.A. 8) Prohibited Road Names, there is a proposal to clear up some language. The applicant claims that "cardinal direction designations" is a more thorough term than "directionals" when describing duplicate and non-contiguous road names.

Because of the permitting workflow created many years ago, Article 11.6.1.D Numerical Addressing Requirements has become obsolete. Addresses are no longer assigned during the "footing inspection' as is codified in the UDO, but rather during the building permit approval phase of development. The applicant also wishes to add exceptions to this. These exceptions include preliminary addresses in an approved subdivision, bona fide farm determinations, and unforeseen exceptions which the addressing coordinator finds appropriate. Another exception was made necessary in the aftermath of Hurricane Florence. Small Business Administration (SBA) loans were used by many displaced persons after the storm. The SBA requires an address to process the loan well before Pender County usually assigns one. North Carolina General Statute Chapter 160D covers the requirements for bona fide farms.

Text regarding garage apartments exists in Article 11.6.1.L. The applicant wishes to expand this line to include anything that may be considered an accessory residence (e.g. A guest house) or a an accessory business (e.g. a business run out of an unattached garage or a workshop).

Coming from situations which have happened to addressing coordinators in the past, the applicant wishes to add a line "Q' to Article 11.6.1. This language would permit giving temporary addresses to fireworks stands, FEMA trailers, and construction trailers. These situations occur, and the need for addresses is obvious because of potential emergency situations.

In Article 11.10.2 Identification gives the requirements for road signs. However, this text only requires signs for public roads. The addition of a sentence fixes this safety issue to include privately-owned named roads.

In Articles 11.1.1 Installation and 11.1.2 Maintenance require the Public Works Department to install, repair, and replace road signs. However, the Facilities and Fleet Services Department has been doing these tasks for many years. The proposed edits will correspond with the actual situation.

Proposed language from Article 11 "Road Naming and Addressing" within which all proposed amendments are located, is provided as Attachment 1.

EVALUATION

As prescribed in the Pender County Unified Development Ordinance Section 3.18.5, in evaluating any proposed Ordinance text amendment, the Planning Board and the County Commissioners shall consider the following:

1. The extent to which the proposed text amendment is consistent with the remainder of the Ordinance, including, specifically, any purpose and intent statements;
2. The extent to which the proposed text amendment represents a new idea not considered in the existing Ordinance, or represents a revision necessitated by changing circumstances over time;
3. Whether or not the proposed text amendment corrects an error in the Ordinance; and
4. Whether or not the proposed text amendment revises the Ordinance to comply with state or federal statutes or case law.

In deciding whether to adopt a proposed Ordinance text amendment, the central issue before the Planning Board and County Commissioners is whether the proposed amendment advances the public health, safety, or welfare of its citizens.

The proposed Zoning Text Amendment seeks to provide clarity to much of the language within Article 11. Each proposed amendment is concerned with safety, clarity, or property rights.

RECOMMENDATION

The Administrator respectfully recommends approval of the Zoning Text Amendment to the Unified Development Ordinance as described in this report, as the amendment is consistent with the Pender County Unified Development Ordinance. The text amendments are proposed to increase the health and safety of the citizens through 911 addressing requirements, clear up ambiguous language, to grant more property rights to the owners of unnamed access easements, to align the code with current workflows and designated departments, to delineate exceptions for addressing requirements, and to encode the necessity of street signs for private roads.

PLANNING BOARD CONSISTENCY STATEMENT:

TO APPROVE:	Motion to approve the Zoning Text Amendment and to make a finding that the approval is consistent with the Pender County Unified Development Ordinance. There are no specific goals, objectives, or policies that conflict with the proposal. The proposed Zoning Text Amendment is consistent with the spirit, purpose, and intent of the Pender County Unified Development Ordinance.
TO DENY:	Motion to deny the Zoning Text Amendment and to make a finding that although the proposal is consistent with the Pender County Unified Development Ordinance, said denial is reasonable and in the public interest and does not further the goals of the Article 11 "Road Naming and Addressing" because [INSERT REASONING].

PLANNING BOARD ACTION FOR ZONING TEXT AMENDMENT

MOTION	SECONDED
Teachey	Mosca

APPROVED	DENIED	UNANIMOUS
Yes		Yes

Jordan	Beaudoin	Buchanan	Gruntfest	Mosca	Pitts	Teachey
Absent	Yes	Yes	Yes	Yes	Absent	Yes