



Pender County

Agenda

Board of County Commissioners Meeting
Monday, August 1, 2022 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

	Presenter	Page
1. CALL TO ORDER		
2. INVOCATION Commissioner McCoy		
3. PLEDGE OF ALLEGIANCE Chairman Piepmeyer		
4. ADOPTION OF AGENDA		
5. PUBLIC HEARING		
5.1. <u>Notice of Public Hearing -- Pender County School Bonds</u>		5 - 6
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.		
7.27.22 Notice of Public Hearing for Bond Order		
6. PUBLIC COMMENT		
7. CONSENT AGENDA		
7.1. PO for Workers Compensation & Liability and Property		7 - 9
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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.		11 - 16
GAC exchange - Pdf		
7.3. Approval of Blanket Purchase Order for Water Sewer Emergency Repair 072-404500		17 - 20
T&H Fy23 Emergency Repair PO Request for Approval - Pdf		
7.4. Approval of a Purchase Order to Utilitech for Water Taps and Service Installation for FY23: \$70,000		21 - 24
PO for Water System Taps FY23 - Pdf		
7.5. Approval to carryover Purchase Order (PO# 609) for Galls Individual First Aid Kits in the amount of \$8,900.		25 - 26
Carryover Purchase Order for Galls - Pdf		
7.6. Approval to carry over Purchase Order # 565 to USAT in the amount of \$1,883.		27
PO to carry over for Cradle Point - Pdf		
7.7. Approval of Surplus Property Advertisement for Auction - 2009 Ford Escape		29 - 31

[Surplus - 2009 Ford Escape - Pdf](#)

- 7.8. Approval of Surplus Property Advertisement for Auction - Various Listed Items as follows: 33 - 36
- Office Chairs
 - Light Fixture
 - Lights

[Surplus - Various Listed Items - Pdf](#)

- 7.9. Approval of Surplus Property Advertisement for Auction - 2007 Ford Taurus 37 - 40

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- 7.10. Consideration of Budget Ordinance Amendment for Payment in Lieu of Tree Mitigation and Consideration of Purchase Order for Forest Management Plan 41 - 53

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- 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. 55 - 62

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- 7.12. Approval of Purchase Order/Sole Source for Carolina E911 Recording Systems in the amount of \$16,790. 63 - 64

[Approval of Purchase Order/Sole Source vendor - Pdf](#)

- 7.13. Approval of a 3-Year Software As A Service Agreement to Advanced Enterprise Systems Corporation for Utility Cloud Services for PCU 65 - 68

[UtilityCloudAgreement - Pdf](#)

- 7.14. Approval of Purchase Order and Renewal of ESRI Contract for GIS Licensing and Annual Maintenance in the amount of \$53,475.00. 69 - 85

[Purchase Order Renewal ESRI contract - Pdf](#)

- 7.15. Approval of Purchase Order to Ingram Library Services in the Amount of \$60,000 87 - 91

[Approval of Purchase Order to Ingram Library Services in the Amount of \\$60,000 - Pdf](#)

- 7.16. Approval to carryover Purchase Orders #618, #619 & #620 for Pender County Fuel Depot Kiosks in the amount of \$42,278.00. 93 - 96

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- 7.17. Approval of Tax Releases and Refunds 97 - 99

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- 7.18. Approval of the Board of Commissioner Meeting Minutes July 11, 2022 101 - 140

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8. APPROVALS AND RESOLUTIONS

- 8.1. Proposed School Bond Order Adoption & Resolution Regarding Publication of Bond Referendum Jessup/Blue 141 - 144

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- 8.2. Approval of a resolution affirming Pender County's intentions to maintain alignment of its workforce development local area Commissioner Brown 145 - 146

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- 8.3. Approval of Sale of Surplus Property & Results of Auction - 100 E Church Street, Atkinson Blue 147 - 155

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- 8.4. Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3237-23-0468-0000, US Hwy 117 Rocky Point Blue 157 - 173

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- 8.5. Approval of Budget Amendment for State Seizure Budget for Fiscal Year 2022-2023 Cutler 175 - 177

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9. DISCUSSION

- 9.1.
 - Discussion of Board of County Commissioners appointments to local boards.
 - Pender Memorial Hospital Operations Lease/Future Healthcare Provider-Chairman Piepmeyer 179

[BOCC Board Appointments](#)

10. APPOINTMENTS

- 10.1. Approval of Appointment to the Pender County ABC Board representing District 1 Cline 181 - 185

[Application - Pdf](#)

- 10.2. Approval for Reappointment to the Pender County Tourism Development Advisory Board District 4 Cline 187 - 189

[Application - Pdf](#)

- 10.3. Approval of an Appointment to the Pender County Tourism Development Authority Collector Position Cline 191 - 193

[Application - Pdf](#)

- 10.4. Approval of an Appointment to the Pender County Tourism Development Authority At-Large Position Cline 195 - 197

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- 10.5. Approval of an Appointment to the Pender County Board of Adjustment District 3 Cline 199 - 201

[Application - Pdf](#)

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. 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 Approval of Purchase Order to NCACC Risk Management Pool

TO: Board of County Commissioners
FROM: Jennifer Kimler
DATE: August 1, 2022
SUBJECT: PO for Workers Compensation & Liability and Property

SUMMARY:

The North Carolina Association of County Commissioner's (NCACC) Risk Pool has successfully managed our worker's compensation program over the past several years. We are also enrolled in the NCACC Liability and Property pool for which we receive numerous discounts for such as, a multi-pool discount, longevity discount, and safety credits. Last year after discuss with the Attorney and Finance Director it was determined that an RFP's for WC and L&P should be put on hold due to implications of the pandemic and Covid-related workers comp cases for a couple of years. We have received quotes from the Risk Pool in the amount of \$308,059 for WC and \$645,359 for L&P.

ACTION REQUESTED:

To approval the NCACC Risk Pool purchase order of \$308,059 for WC and \$645,359 for L&P



**NCACC Risk Management Pools
Workers' Compensation**

P.O. Box 27288
Raleigh NC 27611

Tax ID: 56-2204540

Invoice

Bill To	Invoice #	Date
Pender County	INV22230084	7/6/2022
Attn: Jennifer Kimler	Customer ID	Due
PO Box 5	PENDE01	Upon Receipt
Burgaw NC 28425		

Description	Amount
FY22-23 Annual Premium	\$311,171.00
Longevity Credit	(\$3,112.00)

<i>Thank you for your business!</i>	Total	\$308,059.00
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If you have any questions about this invoice, please contact the Finance Department at (919) 715-2893

PAYMENT PLAN OPTIONS

☐ Pay the total \$308,059.00 in full

☐ Make 4 quarterly payments of \$78,555.00

Quarter	4
Quarter Payment	\$78,555.00

Please Remit To:
NCACC- JRMA
Workers' Compensation
Box 75638
Charlotte, NC 28275-0638

Send ACH Payment To:
NCACC-Workers Compensation Pool
Transit Number: 121000248
Account Number: 2062680924490

Included 2% Finance Charge



NCACC Risk Management Pools

Liability & Property

P.O. Box 27288

Raleigh NC 27611

Tax ID: 56-2204537

Invoice

Bill To	Invoice #	Date
Pender County	INV22230098	7/6/2022
Attn: Jennifer Kimler	Customer ID	Due
PO Box 5	PENDE01	Upon Receipt
Burgaw NC 28425		

Description	Amount
FY22-23 Annual Premium	\$669,625.00
Multi Pool Discount	(\$17,570.00)
Longevity Credit	(\$6,696.00)

<i>Thank you for your business!</i>	Total	\$645,359.00
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If you have any questions about this invoice, please contact the Finance Department at (919) 715-2893

PAYMENT PLAN OPTIONS

☐ Pay the total \$645,359.00 in full

☐ Make 4 quarterly payments of \$164,567.00

Quarter	4
Quarter Payment	\$164,567.00

Please Remit To:

NCACC-NCCL & PIPF

Liability & Property

Box 75587

Charlotte, NC 28275-0587

Send ACH Payment To:

NCACC-Liability and Property Pool

Transit Number: 121000248

Account Number: 2062620924528

Included 2% Finance Charge



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Tom Hedrick

DATE: August 1, 2022

SUBJECT: 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.

SUMMARY:

The Pender County Water Treatment Plant located on Highway 421 is equipped with four Granular Activated Carbon (GAC) Contactors that are used to enhance water quality and assist in the removal of Total Organic Carbon (TOC), thus reducing the formation of Disinfection - by - Products (DBP) and removing a great portion of Perfluoroalkyl Substances (PFAS).

The manufacturer requires for the media to be regenerated once it loses the ability to adsorb organics. This is done by cooking the media at high temperatures destroying the organics that sits on it's surface. Two out of the four vessels are maintained yearly, one during the Fall months, and another one in the Spring. We have budgeted to exchange vessels #3 and #4 in FY23.

Calgon Carbon Corporation was the only quote obtained at \$75,730.00 per vessel out of the three companies contacted. Cabot Norit America could not provide a quote due to insufficient available materials and the JACOBI Group declined to bid due to domestically Sourced Requirement (not being able to meet media specifications). Funding is available and provided in FY23: 77-403372 Supplies - Chemicals.

ACTION REQUESTED:

To approve a purchase order in the amount of \$151,460 to Calgon Carbon Corporation for the replacement of Granular Activated Carbon (GAC) in Contactors #1 and #2.

ATTACHMENTS:

Quote from Calgon Carbon Corporation



CALGON CARBON CORPORATION SCOPE OF SUPPLY

Project: GAC Exchange Quote	Date: July 6, 2022
Site: Pender County WTP	Location: Burgaw, NC
Contact: Tom Hedrick 910-619-6068 cell	Contact Info: thedrick@pendercountync.gov

MEDIA PRICE

F300 GAC Turnkey Exchange Price Fall 2022:	\$74,611.00
F300 GAC Turnkey Exchange Price Spring 2023:	\$76,849.00

ITEMS INCLUDED:

- Product: Filtrasorb 300 Granular Activated Carbon
- Quantity: 40,000 lbs, One Vessel
- Removal of 40,000 lbs via water slurry into empty Calgon Carbon trailers for return to CCC facility for reactivation/disposal.
- Delivery of 40,000 lbs of Virgin Filtrasorb 300
- Installation by CCC field service personnel of fresh GAC into vessels
- All related labor and equipment (transfer hoses and connections), except utilities detailed below
- All freight to and from CCC facilities is included

ITEMS NOT INCLUDED IN THIS OFFER:

- Owner to provide clean water source (60 psig and 150 gpm min) for filling vessel and trailer
- Compressed air source for pressurizing vessel and trailer (100cfm at 15psig)
- Drain access for excess water from carbon transfer (gray water)
- Disinfection (if necessary) not included
- Any applicable taxes not included

SPECIAL TERMS AND CONDITIONS:

1. Unless otherwise noted, or until other Terms and Conditions are provided, this Offer is made only under Calgon Carbon Corporation's General Terms and Conditions for Purchase.
2. Pricing provided is exclusive of any Sales Tax.
3. Upon acknowledgement of any Purchase Order, the Buyer may be requested to complete a Credit Application and provide Tax Exemption Documentation.
4. The quoted price is valid for 90 days from the date of this Scope of Supply document.

SCHEDULE:

1. **Delivery:** TBD after receipt of approved purchase order, deliveries are being scheduled week by week based on GAC availability
2. **Completion:** Carbon exchange will take one full day on site.

For Information or to Place an Order, Contact:

Michael Prevade
Calgon Carbon Corp
National Account Manager
Municipal Drinking Water
michael.prevade@kuraray.com
724-417-0405



Terms and Conditions for the Sale of Carbon
(the "Terms and Conditions")

1) DEFINITIONS:

(a)	Seller:	Calgon Carbon Corporation, a Delaware corporation
(b)	Buyer:	The buyer named in the Documentation
(c)	Documentation:	The Proposal, Confirmation or Acknowledgement, as applicable, for the sale of the Products to which these Terms and Conditions are attached
(d)	Carbon:	Any carbon sold pursuant to the terms of the Documentation
(e)	Products:	The Carbon and service, collectively, described in the Documentation
(f)	Agreement:	The Documentation, these Terms and Conditions and any attachments referenced in the Documentation

2) GENERAL: Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this Agreement and either party's standard forms, this Agreement shall govern.

3) PRICE AND PAYMENT: The price shall be as stated in the Documentation, subject to these Terms and Conditions and other terms and conditions as may be stated in the Documentation. Unless otherwise stated in the Documentation:

(a) The price is exclusive of any taxes, tariff, and duties of any kind which either party may be required to pay with respect to the sale of goods described in the Documentation, and Buyer shall be responsible for the payment of all taxes, tariffs and duties related hereto, except for income taxes imposed on Seller;

(b) Sales Tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided;

(c) Products will be billed for at the time of delivery; and

(d) Payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice.

4) PRICING CONDITIONS:

(a) Pricing Limitations: Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a sixty (60) day period beginning with the date of the Documentation.

(b) Pricing Escalations: If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January 1st of such calendar year by the annual percentage change in the combined average of two Producer Price Indices, as published by the United States Department of Labor:

- (i) Producer Price Index of other Petroleum and Coal Products Manufacturing, and
- (ii) Producer Price Index of Basic Organic Chemicals.

The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two percentages will then be averaged for calculating the final percent adjustment to which all U.S. manufactured materials will be subject. Fees covered by this Agreement will, at no time during the contract period, be reduced.

5) SALE AND DELIVERY: Sale terms and pricing, unless otherwise specified in the Documentation, are F.O.B. Seller's point of shipment (INCOTERMS 2010). If freight is to be prepaid by Seller and added to the amount due, Seller shall add up to a twenty-five percent (25%) surcharge to the freight charges. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of any Product in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

6) TITLE AND RISK OF LOSS: Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Product in transit pursuant to Section 5 above, title to and risk of loss of the Products will pass to Buyer upon delivery of the Products by Seller to the carrier at Seller's point of shipment. Notwithstanding the foregoing or the provisions of the UCC or INCOTERMS, title to the goods, and all accessions to or products of the goods, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer, if Buyer is located outside the United States.

7) AVAILABILITY: Shipment dates (and delivery and installation dates if included in the scope of work description in the Documentation) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days



beyond the originally scheduled delivery date and such delay is caused by Buyer, Buyer will be subject to storage charges from the scheduled shipment date of two percent (2%) of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buyer's risk and expense.

8) PERMITS, LICENSES AND FEES: Buyer shall be responsible, at its sole expense, for all environmental permits, applications, regulatory approvals, and other permits or licenses that may be required for installation and/or operation of the Products.

9) INSPECTION: Buyer shall have the right to inspect the Products delivered under this Agreement and agrees promptly to notify Seller of any nonconformity, defective condition or breach of warranty, and unless Buyer gives prompt written notice to Seller of such breach of warranty, Buyer's rights and remedies under this Agreement shall be deemed to have been waived. No claim for breach of warranty may be made by Buyer more than ninety (90) days after date of delivery of such Product to Buyer hereunder.

10) TERMINATION: Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct its operations in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (g) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth in the UCC of any applicable jurisdiction and all other remedies available at law or in equity. The following provisions shall survive termination or expiration of this Agreement: Sections 2 (General), 10 (Termination), 11 (Limited Warranties), 12 (Limitation of Liability), 14 (Export Controls), 15 (Confidentiality), 18 (Applicable Law and Jurisdiction), 19 (Miscellaneous) and 20 (Entire Agreement).

11) LIMITED WARRANTIES: Unless otherwise specifically provided for in the Documentation, Seller warrants that all Products provided under this Agreement shall conform to the specifications for such Products for the warranty period as published by Seller from time to time during the term of this Agreement. Seller shall correct any failure to conform to either of the applicable foregoing warranties of which it is notified in writing prior to ninety (90) days after the date of delivery of the allegedly non-conforming Products by replacement of product or reperformance of services. Any Product removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPLACE A DEFECTIVE PRODUCT OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT OR SERVICE. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE GOODS OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT OTHER THAN THOSE CONTAINED HEREIN. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. ANY ADVICE OR ASSISTANCE FURNISHED BY SELLER IN RELATION TO THE PRODUCTS SHALL NOT GIVE RISE TO ANY WARRANTY OR GUARANTEE OF ANY KIND, AND SHALL NOT CONSTITUTE A WAIVER BY SELLER OF ANY PROVISIONS OF THIS AGREEMENT, UNLESS OTHERWISE AGREED TO IN WRITING.

The sale of any Product pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by Seller. As such, Buyer agrees not to use the purchased Product for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, the Buyer agrees not to resell or sublicense the use of purchased Product for any use not expressly granted hereunder. **The sale of any Product pursuant to this Agreement does not grant any license, express or implied, by estoppel or otherwise, to any third party intellectual property including any combination, machine, or process in which Product may be used. Buyer agrees not to use, resell, or sublicense Product in a manner that would infringe the intellectual property rights of a third party, without first obtaining, at Buyer's expense, any necessary licenses.** Any indemnification obligations of the parties do not apply to any use of the Products.

12) LIMITATION OF LIABILITY: Notwithstanding any provision to the contrary herein, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages, or lost profits, as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Seller's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Seller is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Seller hereunder, and (b) One Million Dollars (\$1,000,000). All Claims of whatsoever nature shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Moreover, any failure of Buyer to notify Seller of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, or adjustment shall relieve Seller of any further responsibilities hereunder.

13) FORCE MAJEURE: Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type

of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Seller and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

14) EXPORT CONTROLS: Buyer acknowledges that the Products and related technology are subject to U.S. export controls and economic sanctions, which may include the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer further acknowledges that the reexport of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the reexport or retransfer of the Products and/or related technology. U.S. law also restricts the reexport or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any reexport or retransfer of the Products and/or related technology. Seller makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Seller shall have the right to terminate this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

15) CONFIDENTIALITY: Other than in the performance of the terms of this Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) is information previously known to Buyer as evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Buyer shall provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information. Buyer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of Seller's products, samples or prototypes without Seller's specific written authorization.

16) MODIFICATION OF PROVISIONS: This Agreement cannot be modified except by agreement in writing signed by Seller.

17) MANAGEMENT OF CHANGE: Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alterations with respect to the Products hereunder (the "Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole discretion, and so long as Seller has not separately agreed in writing to provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

18) APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The parties consent and submit to the exclusive jurisdiction and service of process of any state or federal court located in Allegheny County, Pennsylvania.

19) MISCELLANEOUS:

(a) Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Seller may, without Buyer's consent (i) assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with Seller or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Products and (ii) use subcontractors (for which Seller shall be responsible).

(b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.



(d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.

(e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, quotations, order acknowledgments, invoices or other documents.

(f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate to the other.

(g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.

(h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

20) ENTIRE AGREEMENT: With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.



**Pender County
Approval of a Purchase Order to T&H
Construction of NC for Water & Sewer
Emergency Repairs for FY23: \$60,000**

TO:	Acct 072 Water & Sewer
FROM:	James Proctor
DATE:	August 1, 2022
SUBJECT:	Approval of Blanket Purchase Order for Water Sewer Emergency Repair 072-404500

SUMMARY:

T&H Construction began performing water and sewer repairs for PCU in 2019 after our previous contractor became unavailable. PCU sought quotes for our major emergency repair work and T&H Construction has the best availability, and performance for this type of work. T&H has performed well and met the needs of PCU. They completed big water lines emergency repairs i in various locations of the Hampstead area, and other miscellaneous emergency repairs around the system. This contractor is well suited to repair major emergency breaks in PCU's system and makes themselves available on short notice including at night and on the weekends. They have responded to major line breaks with the equipment and personnel with several hours notice.

Funds have been budgeted for this expenditure from account 072-404500.

ACTION REQUESTED:

Approve annual purchase order in the amount of \$60,000 to T&H Construction for emergency water & sewer repairs for FY23.

James R. Proctor

From: Travis Holder <travisayholder@yahoo.com>
Sent: Tuesday, June 28, 2022 12:23 PM
To: James R. Proctor
Subject: [External]Re: Fy23 Pricing include what you are interested in

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.

On Tuesday, June 28, 2022, 11:25:35 AM EDT, James R. Proctor <jproctor@pendercountync.gov> wrote:

Travis ,

I need Updated pricing for PO's for next calendar year

Long Tap you provide all equipment minus meter. (this includes saddle corporation 24" schedule 80 pvc stub out, corporation , setter , box, tubing , etc. \$ 1,500

Short Tap- you provide all equipment minus meter. (this includes saddle corporation 24" schedule 80 pvc stub out, corporation , setter , box, tubing , etc. \$ 1,200

On call emergency cost for line repairs. \$ Half day = 1,950 Full day = 3,900 per crew

Hydrant repairs cost per hr. \$ 300 (Understanding cost is extra for parts and hydrants.)

Thank you

James Proctor

James R. Proctor

From: Ben Aragona <baaragona@gmail.com>
Sent: Tuesday, June 28, 2022 10:16 PM
To: James R. Proctor
Subject: [External]Re: Fy23 pricing

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

James,

Hey,

Pricing as follows.

Long Taps: \$2,150.00

Short: \$1,850.00

Emergency Repairs: \$350.00 per hour, (parts, materials additional)

Hydrant Repairs : \$350.00 per hour (parts additional)

On Tue, Jun 28, 2022 at 11:40 AM Ben Aragona <baaragona@gmail.com> wrote:
Yea sir.

I can:

You have more taps? I have my second crew back together.

FYI.

Price will juts go up 150
Each tap.

Ben Aragona
910-358-2249

On Jun 28, 2022, at 11:24 AM, James R. Proctor <jproctor@pendercountync.gov> wrote:

Ben,

I need Updated pricing for PO's for next calendar year



Donnie Pierce <sadaleutilities@gmail.com>

Fy23 Quote for services

1 message

James R. Proctor <jproctor@pendercountync.gov>
To: Donnie Pierce <sadaleutilities@gmail.com>

Tue, Jun 28, 2022 at 11:23 AM

Donnie,

I need Updated pricing for PO's for next calendar year

Long Tap you provide all equipment minus meter. (this includes saddle corporation 24" schedule 80 pvc stub out, corporation, setter, box, tubing, etc. \$ _____

FURNISH LABOR & MOBILIZATION ONLY \$ 2500.00

Short Tap- you provide all equipment minus meter. (this includes saddle corporation 24" schedule 80 pvc stub out, corporation, setter, box, tubing, etc. \$ _____

FURNISH LABOR & MOBILIZATION ONLY \$ 1500.00

On call emergency cost for line repairs. \$ *500.00 PER HOUR - DAY TIME*
MOBILIZATION 200.00 PER TRIP EA
250.00 PER HOUR NIGHT TIME

Hydrant repairs cost per hr. \$ *500.00 PER HOUR* (Understanding cost is extra for parts and hydrants.)
MOBILIZATION 200.00 PER TRIP

Thank you

Donnie Pierce
7/5/22

James Proctor



James R. Proctor
Pender County Utilities Deputy Director
Cell 252-883-9220



Pender County Request for Board action

TO: Board of County Commissioners
FROM: James Proctor
DATE: August 1, 2022
SUBJECT: Approval of a Purchase Order to Utilitech for Water Taps and Service Installation for FY23: \$70,000

SUMMARY:

Utilitech began installing water taps and services for PCU in early 2020, after many struggles with finding a reliable and affordable contractor for this work. We collected quotes from area contractors, and selected Utilitech based on pricing and ability to perform the work in a timely manner.

PCU has begun installing water taps and services in-house, but still at times get overwhelmed with requests and need additional help. Utilitech has been instrumental in ensuring that our new customers do not have to wait an unacceptable period of time before receiving their water service. While we have two new employees performing meter installations, our staffing level is just enough to keep up with work orders during ideal conditions when all staff is present. Continuing to have Utilitech available to install services when needed is critical to PCU's operational efficiency. T&H was not selected due to they do they can do bigger jobs and make more money than performing taps at this time.

Funds have been budgeted for this expenditure in account 072-404526.

ACTION REQUESTED:

Approve annual purchase order in the amount of \$70,000 to Utilitech for water taps and service installations for FY23.

James R. Proctor

From: Ben Aragona <baaragona@gmail.com>
Sent: Tuesday, June 28, 2022 10:16 PM
To: James R. Proctor
Subject: [External]Re: Fy23 pricing

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

James,

Hey,

Pricing as follows.

Long Taps: \$2,150.00

Short: \$1,850.00

Emergency Repairs: \$350.00 per hour, (parts, materials additional)

Hydrant Repairs : \$350.00 per hour (parts additional)

On Tue, Jun 28, 2022 at 11:40 AM Ben Aragona <baaragona@gmail.com> wrote:
Yea sir.

I can:

You have more taps? I have my second crew back together.

FYI.

Price will juts go up 150
Each tap.

Ben Aragona
910-358-2249

On Jun 28, 2022, at 11:24 AM, James R. Proctor <jproctor@pendercountync.gov> wrote:

Ben,

I need Updated pricing for PO's for next calendar year

James R. Proctor

From: Travis Holder <travisayholder@yahoo.com>
Sent: Tuesday, June 28, 2022 12:23 PM
To: James R. Proctor
Subject: [External]Re: Fy23 Pricing include what you are interested in

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I need Updated pricing for PO's for next calendar year

Long Tap you provide all equipment minus meter. (this includes saddle corporation 24" schedule 80 pvc stub out, corporation , setter , box, tubing , etc. \$ 1,500)

Short Tap- you provide all equipment minus meter. (this includes saddle corporation 24" schedule 80 pvc stub out, corporation , setter , box, tubing , etc. \$ 1,200)

On call emergency cost for line repairs. \$ Half day = 1,950 Full day = 3,900 per crew

Hydrant repairs cost per hr. \$ 300 (Understanding cost is extra for parts and hydrants.)

Thank you

James Proctor



Donnie Pierce <sadaleutilities@gmail.com>

Fy23 Quote for services

1 message

James R. Proctor <jproctor@pendercountync.gov>
To: Donnie Pierce <sadaleutilities@gmail.com>

Tue, Jun 28, 2022 at 11:23 AM

Donnie,

I need Updated pricing for PO's for next calendar year

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FURNISH LABOR & MOBILIZATION ONLY \$ 2500.00

Short Tap- you provide all equipment minus meter. (this includes saddle corporation 24" schedule 80 pvc stub out, corporation, setter, box, tubing, etc. \$ _____

FURNISH LABOR & MOBILIZATION ONLY \$ 1500.00

On call emergency cost for line repairs. \$ *500.00 PER HOUR - DAY TIME*
MOBILIZATION 200.00 PER TRIP EA
850.00 PER HOUR NIGHT TIME

Hydrant repairs cost per hr. \$ *500.00 PER HOUR* (Understanding cost is extra for parts and hydrants.)
MOBILIZATION 200.00 PER TRIP

Thank you

Donnie Pierce
7/5/22

James Proctor



James R. Proctor
Pender County Utilities Deputy Director
Cell 252-883-9220



Pender County Request for Board action

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: August 1, 2022

SUBJECT: Approval to carryover Purchase Order (PO# 609) for Galls IFAK in the amount of \$8,900.

SUMMARY:

Pender County Sheriff's Office is requesting to carryover Purchase Order for Galls to purchase 100 IFAK (Individual First Aid Kits) for the Deputies. These kits were on backorder prior to July 1st. These kits are available for purchase at this time.

ACTION REQUESTED:

Approval to carryover Purchase Order (PO# 609) for Galls IFAK in the amount of \$8,900.



Purchase Order

Fiscal Year 2022

Page: 1 of: 1

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PENDER CO SHERIFF DEPT
PO BOX 1449
BURGAW, NC 28425

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **609**

Delivery must be made within doors of specified destination.

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Galls LLC
Best Uniforms
P O Box 71628
Chicago, IL 60694-1628

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PENDER CO SHERIFF DEPT
605 E. FREMONT ST
BURGAW, NC 28425

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference			
800-504-0328				820					
Date Ordered	Vendor Number	Date Required		Freight Method/Terms			Department/Location		
05/31/2022	1577						SHERIFF		
Item#	Description/PartNo					QTY	UOM	Unit Price	Extended Price
	Galss - IFAK for department The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading								
1	IFAK - Dyna Med deluxe personal bleeding management kit with C-AT tourniquet, chest seal and nasopharyn					100.0	EACH	\$89.00	\$8,900.00

As part of this Purchase Order, please see agreed upon Terms & Conditions available at: <http://www.pendercountync.gov/vendortermsandconditions/>. Please note these Terms & Conditions are subject to revision and updates will be made available at the same. Contact Pender County Purchasing with any questions at (910) 259-1281.

This Disbursement Has Been Approved As Required by the Local Government and Fiscal Control Act.

VENDOR COPY

By: Margaret C. Bare By: Charles W. McEwen
Authorized Signature Page 2 of 2 Authorized Signature

PO Total	\$8,900.00



Pender County Request Board Approval

TO: Board of County Commissioners
FROM: Carolyn Moser
DATE: August 1, 2022
SUBJECT: Approval to carry over Purchase Order # 565 to USAT in the amount of \$1,883.

SUMMARY:

The Health Department is requesting approval to carry over PO# 565 to USAT in the amount of \$1,883 for the installation of a cradle point for the Mobile Dental Clinic to improve internet connection.

ACTION REQUESTED:

Approval to carry over Purchase Order # 565 to USAT in the amount of \$1883.



**Pender County
Approval of Surplus Property
Advertisement for Auction - 2009 Ford
Escape**

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	August 1, 2022
SUBJECT:	Approval of Surplus Property Advertisement for Auction - 2009 Ford Escape

SUMMARY:

Please consider attached documentation requesting authorization to surplus 2009 Ford Escape.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - 2009 Ford Escape

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



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

Letter of recommendation for sale of asset

7/15/2022

Dear County Manager,

Attached for your consideration is a proposed sale of a designated asset (2009 Ford Escape-asset number 9860-vin number 1FMCU92789KA61335) belonging to DSS. This asset has reached a threshold for replacement based on the needs of the department. The asset has been reviewed for possible use elsewhere and has been determined by staff to be surplus and are no longer required for use.

I recommend the sale, via auction, of the vehicle on the GovDeals.com website. Sales price of the asset is estimated at \$1,000 to \$2,500.00. However, the actual sale price is determined by the highest bidder at the time of the auction. The County uses GovDeals.com electronic auction site as it reaches a global audience

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

Sincerely,

Andy Devane
Asset Manager

Resolution

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



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

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



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

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

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the DSS (2009 Ford Escape-asset number 9860-vin number 1FMCU92789KA61335) at an estimated price between \$1,000 to \$2,500.00 as a surplus asset that will be sold as individual on GovDeals.com after board approval for a duration of 11 days.

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

THEREFORE, BE IT RESOLVED:

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

Adopted at a _____ meeting on

_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk

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



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



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

TO: Board of County Commissioners
FROM: Meg Blue
DATE: August 1, 2022
SUBJECT: Approval of Surplus Property Advertisement for Auction - Various Listed Items

SUMMARY:

Please consider attached documentation requesting authorization to surplus various listed items.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - Various Listed Items

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



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

Letter of recommendation for sale of asset

7/15/2022

Dear County Manager,

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

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

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

Sincerely,

Andy Devane
Asset Manager

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



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

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



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

Resolution

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

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the list of assets as a surplus asset that will be sold as individual on GovDeals.com after board approval for a duration of 11 days.

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

THEREFORE, BE IT RESOLVED:

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

Adopted at a _____ meeting on
_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk

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



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

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



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

Pender County Summary of Surplus Items Requested for Disposal

Description	ITEM #	QTY
OFFICE CHAIRS	2022.07.15-001	8
OFFICE CHAIRS	2022.07.15-002	11
LIGHT FIXTURE	2022.07.15-003	1
LIGHTS	2022.07.15-004	9





**Pender County
Approval of Surplus Property
Advertisement for Auction - 2007 Ford
Taurus**

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	August 1, 2022
SUBJECT:	Approval of Surplus Property Advertisement for Auction - 2007 Ford Taurus

SUMMARY:

Please consider attached documentation requesting authorization to surplus 2007 Ford Taurus.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - 2007 Ford Taurus

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



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

Letter of recommendation for sale of asset

7/18/2022

Dear County Manager,

Attached for your consideration is a proposed sale of a designated asset (2007 Ford Taurus-asset number 4003-vin number 1FAFP53U97A153357) belonging to Utilities. This asset has reached a threshold for replacement based on the needs of the department. The asset has been reviewed for possible use elsewhere and has been determined by staff to be surplus and are no longer required for use.

I recommend the sale, via auction, of the vehicle on the GovDeals.com website. Sales price of the asset is estimated at \$1,000 to \$2,500.00. However, the actual sale price is determined by the highest bidder at the time of the auction. The County uses GovDeals.com electronic auction site as it reaches a global audience

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

Sincerely,

Andy Devane
Asset Manager

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



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

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



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

Resolution

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

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the Utilities (2007 Ford Taurus-asset number 4003-vin number 1FAPF53U97A153357) at an estimated price between \$1,000 to \$2,500.00 as a surplus asset that will be sold as individual on GovDeals.com after board approval for a duration of 11 days.

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

THEREFORE, BE IT RESOLVED:

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

Adopted at a _____ meeting on

_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk

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



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

Andy Devane

From: Kenneth Keel
Sent: Friday, July 15, 2022 5:31 PM
To: Andy Devane
Subject: Surplus Vehicle #4003 Ford Taurus

Andy,

Please surplus vehicle #4003, the 2007 Ford Taurus that PCU currently has parked at the Hampstead Annex. I believe that James Proctor has a key to the vehicle, as well as Fleet Maintenance. We have ordered a replacement vehicle for it.

Thanks.

Kenny P. Keel, PE, Director
Pender County Utilities & Solid Waste
910-259-0212 office
919-616-1034 mobile
kkeel@pendercountync.gov
www.pendercountync.gov



Pender County Consideration of Budget Ordinance Amendment for Payment in Lieu of Tree Mitigation and Consideration of Purchase Order for Forest Management Plan

TO: Board of County Commissioners

FROM: Andy Devane

DATE: August 1, 2022

SUBJECT: Consideration of Budget Ordinance Amendment for Payment in Lieu of Tree Mitigation and Consideration of Purchase Order for Forest Management Plan

SUMMARY:

At their November 17, 2021, meeting, the Pender County Board of Adjustment unanimously passed a motion approving a modified request for a variance for a parcel located on Williams Store Road in Hampstead, further identified by Pender County PIN 3293-53-4323-0000. The case involved the applicant's request for relief from the requirement of replacing significant trees at a 2:1 ratio on site, as required by Section 8.1.3 of the County's Unified Development Ordinance. The Board of Adjustment's decision allowed the developer to submit a payment in lieu of replanting significant trees on site. This Budget Ordinance Amendment accounts for that revenue, totaling \$12,400.

As shown in Attachment 2, the Board of Adjustment did note that the payment in lieu should be used for the purpose of planting significant trees elsewhere in the County, within the same watershed if possible. Staff from the Finance Department and Planning Department have worked towards a plan that uses the payment in lieu money to plant significant trees on approximately 501 acres of County-owned property. Roughly 245 acres are made up of "buyout properties" that the County has acquired as part of various hurricane recovery grant programs, with the remaining 256 acres located off US HWY 421 near the Commerce Park. The first step in determining the type of trees to be planted on the County-owned properties is having a Forest Management Plan completed by the North Carolina Forest Service. The Forest Management Plan will evaluate each site and provide recommendations for the types of trees to be planted. Therefore, staff is also requesting a Purchase Order in the amount of \$2,505.00 for the NC Forest Service to complete the Forest Management Plan. The Forest Management Plan will be paid for using the payment in lieu funding.

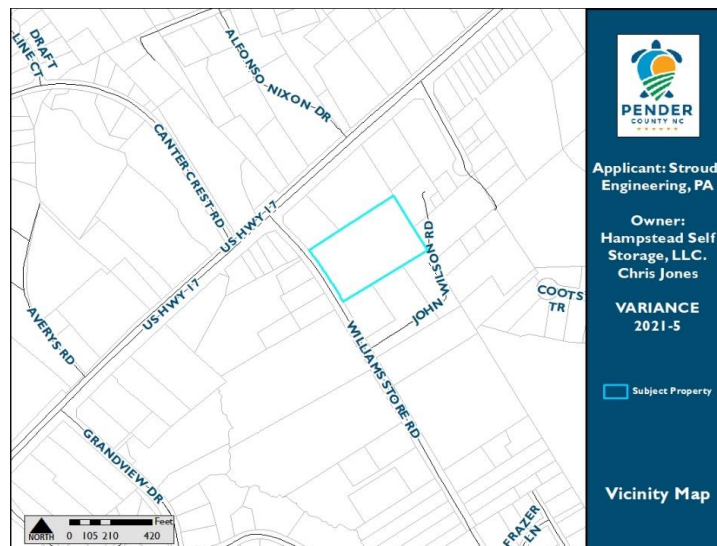
ATTACHMENTS:

Attachment 1: Board of Adjustment Variance Staff Report
Attachment 2: Approval of Variance Request
Attachment 3: NC Forest Management Plan Cost Estimate
Attachment 4: Budget Ordinance Amendment

STAFF REPORT FOR VAR 2021-05 VARIANCE APPLICATION

APPLICATION SUMMARY	
Case Number	VAR 2021-05
Hearing Date	November 17, 2021 Board of Adjustment
Applicant	Chris Jones
Property Owner	Hampstead Self Storage, LLC
Parcel Identification Number	3293-53-4323-0000
Acreage	3.8
Township	Topsail
Zoning District	GB, General Business
Pender 2.0 Future Land Use Category	Neighborhood Mixed Use

VARIANCE PROPOSAL
Chris Jones, applicant, on behalf of Hampstead Self Storage, LLC, owner, is requesting a variance for relief from the Pender County Unified Development Ordinance standards outlined in Sections 8.1.3 'Tree Survey Required. Specifically, the request is to seek relief from the mitigation requirements for the removal of significant trees.
LOCATION
The subject property is located on the northern side of Williams Store Road, approximately 260 feet southeast from its intersection with US HWY 17 in the Topsail Township.



PROPERTY DESCRIPTION

The subject property is Lot H of the subdivision for Leon L. Motte, and wife, as recorded at Map Book I Page 43 of the Pender County Registry. The subject property is current vacant and wooded, with two Duke Energy Progress overhead powerlines running East-West and North-South, perpendicular to each other.

Below: Aerial Photograph of Subject Property



VARIANCE DESCRIPTION

The applicant is requesting a variance from the requirement of mitigating all removed Significant Trees at a 2 to 1 ratio. According to Section 8.1.3 'Tree Survey Required' of the Pender County Unified Development Ordinance (UDO), a tree survey is required for any development proposal on commercial or industrial zoned property, as well as in all mixed-use districts. In addition, if any significant tree is proposed to be removed, such removal shall be mitigated by the planting on site of two trees of the same species with a minimum caliper of 2" or greater.

Significant Trees are defined as such in this section of the UDO:

SIGNIFICANT TREE SPECIES	TRUNK CALIPER ¹
Flowering Dogwood	4" or greater
American Holly	6" or greater
Water Oak	8" or greater
Live Oak	8" or greater
Any other in 'planting table', except a loblolly pine ²	12" or greater

¹ All measurements are taken at 4.5 feet above the ground

² Please refer to **Attachment I** for the complete planting table sourced from Appendix B of the UDO

Instead of mitigating at a 2 to 1 ratio, the applicant is requesting to mitigate each removed significant tree at a 1 to 1 ratio. According to the tree survey submitted by the applicant, there are 77 significant trees on the subject property that will need to be removed for the proposed development. The significant trees shown on the submitted Significant Tree Survey include a mix of magnolias, varying types of oaks, and cherries.

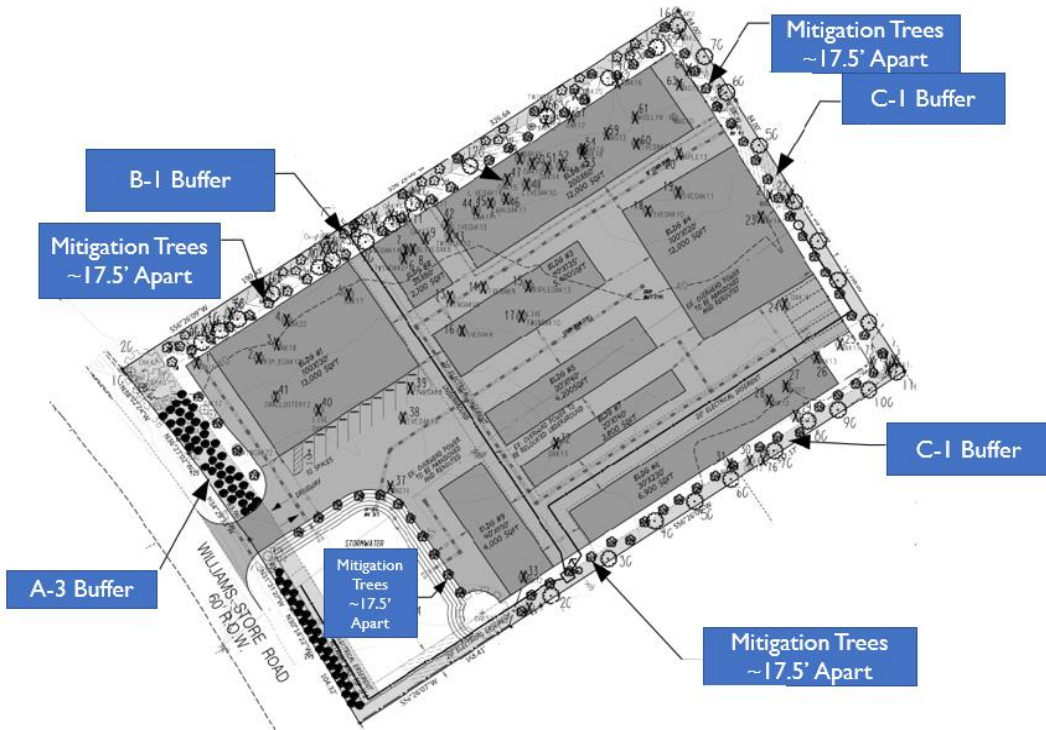
The applicant submitted a Major Site Development Plan to construct a self-storage facility, consisting of six buildings to be reviewed by the Pender County Technical Review Committee at their July 1, 2021 meeting. During that review, Planning Staff noted that the site contained a large number of significant trees that would need removed since approximately 71% of the site would be impervious. Staff informed the applicant of the significant tree mitigation requirements and the process to apply for a variance to be heard by the Board of Adjustment.

The applicant contends that there is not enough space left for the planting of the required mitigation trees on the site. In this case, to meet the significant tree mitigation requirements of the UDO, the applicant would be required to plant 154 significant trees, plus the required canopy and understory trees and shrubs to meet buffering requirements, within the buffer yards. Please see the table below for the required landscaping buffers for this development according to Section 8.2.7. 'Project Boundary Buffer' of the UDO.

REQUIRED BUFFERS	
Buffer Type	Location of Buffer
Type A	Along front of property
Type B	Along Western property line
Type C	Along Northern and Eastern property lines

The applicant has submitted a site plan for Board consideration that includes planting mitigation trees within the buffer yards 17.5' apart from each other, along with the required buffering shown above, the Primary Proposed Landscaping Plan. This site plan would represent significant tree mitigation at a 1 to 1 ratio.

Below: Primary Proposed Landscaping Plan



ALTERNATIVE OPTIONS

A landscaping plan was also submitted by the applicant that complies with the mitigation and buffering requirements outlined in the UDO. However, according to the application, there is limited space for planting and suitable planting separation for certain tree species, and therefore, alternative layouts and densities of the planting of the mitigation trees may be appropriate and practical for the variance request. According to the applicant's narrative, the applicant is also willing to contribute financially in lieu of the required tree mitigation. Such funds could be used to plant additional significant trees on county-owned properties and parks, which is supported by Pender County Parks and Recreation staff. Please see **Attachment 2** for email correspondence between Planning and Parks and Recreation staff.

The landscaping plan that meets the UDO requirements would result in planting the mitigation trees within the buffer yards at a distance of 5' to 8' feet apart, in addition to the required buffers. According to the applicant's narrative, this causes concern in regards to the health and stability of the trees due to the very close proximity of the trees to each other. (Please see 'Landscaping Plan Meeting UDO Standards').

The applicant is requesting the Board of Adjustment to consider the logistics of the development and the constraints of the significant tree mitigation requirements. The applicant is open for consideration of either of the site plans that he has submitted, financial contribution in lieu of planting, or a combination of all three.

BACKGROUND SECTION

The applicant has conducted research on the proper planting conditions for Live Oak trees, one of the significant tree species that would need to be mitigated on site. According to applicant's research, it is recommended that Live Oaks should be planted no closer than 30' apart because the canopy of the tree can spread anywhere from 80' to 120'. Please see **Attachment 3** for email correspondence that includes the applicant's research. The applicant has also submitted a site plan (**Attachment 4**) showing that all the required mitigation trees at 35' centers would not fit within the subject property's boundaries. Through this research, it is the applicant's determination that requiring all significant trees to be mitigated at a 2 to 1 ratio is not feasible due to proper planting standards for Live Oaks.

ZONING ADMINISTRATOR'S CONCLUSION

The applicant is requesting relief from the significant tree mitigation requirements outlined in Section 8.1.3 'Tree Survey Required'. Rather than mitigating each removed significant tree at a 2 to 1 ratio, the applicant is requesting to mitigate each removed significant tree at a 1 to 1 ratio. The applicant has also submitted other alternative options, which include a landscaping plan that meets the UDO requirements, contributing financially to Pender County Department of Parks and Recreation in lieu of the planting the required mitigation trees, or a combination of all three. The applicant is requesting relief from the significant tree mitigation standards due to the extent of the proposed development that constricts enough space to plant the required amount of mitigation trees.

PENDER COUNTY UDO EVALUATION

3.14 VARIANCE

3.14.1 Applicability

- A. The Board of Adjustment may vary certain requirements of this Ordinance, in harmony with the general purpose of these regulations, where special conditions applicable to the property in question would make the strict enforcement of the regulations impractical or result in a hardship in making reasonable use of the property.
- B. The Board of Adjustment may waive certain requirements when authorized to do so by provisions adopted as a part of this Ordinance.
- C. No variance shall be permitted that would have the effect of allowing a use not permitted in the use table of Section 5.2.3.
- D. No variance shall be permitted that would allow a project to exceed the maximum density as to number of dwelling units to the acre in a Zoning District. This maximum density

shall be inclusive of any density bonus allowance or additional units in a planned unit development.

- E. The need for the variance cannot be a result of the owner's own actions and cannot be for strictly economic reasons.
- F. The Board of Adjustment may grant variances in the following special circumstances, as indicated in Section 3.14.7 of this Ordinance.

3.14.6 Burden of Proof

The applicant seeking the variance shall have the burden of presenting evidence sufficient to allow the Board of Adjustment to reach the conclusions set forth below (Findings), as well as the burden of persuasion on those issues.

3.14.7 Findings

In granting any variance, the Board of Adjustment shall make the following findings:

- A. That special or unique circumstances or conditions or practical difficulties exist which apply to the land, buildings or uses involved which are not generally applicable to other land, buildings, structures, or uses in the same zoning districts;
 - 1) Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
 - 2) The hardship results from conditions that are peculiar to the property, such as location, size, topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.
 - 3) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify granting of a variance shall not be regarded as a self-created hardship.
 - 4) The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured and substantial justice is achieved.
- B. In making the findings above, the Board of Adjustment may give special weight to the number and percentage of nearby properties that share characteristics for which the variance is requested by the applicant. The Board of Adjustment may grant a variance to expand an existing structure, including the expansion of a nonconforming structure if the findings listed above can be made.

BOARD OF ADJUSTMENT: FINDING OF FACTS

1. It is the Board's **CONCLUSION** that the hardship of which the applicant complains **results/does not result** from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
 - a. This conclusion is based on the following FINDINGS OF FACT:

2. It is the Board's **CONCLUSION** that, the hardship **results/does not result** from conditions that are peculiar to the property, such as location, size, topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.
 - a. This conclusion is based on the following FINDINGS OF FACT:

3. It is the Board's **CONCLUSION** that the hardship **results/does not result** from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify granting of a variance shall not be regarded as a self-created hardship.
 - a. This conclusion is based on the following FINDINGS OF FACT:

4. It is the Board's **CONCLUSION** that, the requested variance is **consistent/not consistent** with the spirit, purpose, and intent of the ordinance, such that public safety is secured and substantial justice is achieved.
 - a. This conclusion is based on all of the FINDINGS OF FACT:

BOARD OF ADJUSTMENT ACTION FOR VARIANCE

MOTION	SECONDED

APPROVED	DENIED	UNANIMOUS

Kipfer	Breuer	Nelson	Rivenbark	ALT: Olsen	ALT: Snider

**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

December 6, 2021

Chris Jones
100 E Lake Drive
Greensboro, NC 27403

RE: Approval of Variance Request (VAR 2021-05)

Dear Mr. Jones,

At their November 17, 2021 meeting, the Pender County Board of Adjustment unanimously (5-0) passed a motion approving a modified request for a variance for the property located on Williams Store Road in the Topsail Township, NC, identified by Pender County PIN 3293-53-4323-0000. The Variance includes relief from Pender County Unified Development Ordinance standards outlined in Section 8.1.3 'Tree Survey Required' specifically granting a variance from the mitigation requirement for the removal of significant trees. The following conditions of approval apply to the granting of this variance:

1. The applicant shall pay in lieu of any required mitigation trees that are not planted on site to Pender County Government, as facilitated by Planning Staff.
2. If possible, the mitigation trees that are not planted on site shall be planted within the same watershed of the subject property.
3. The applicant shall meet the required buffering standards, as outlined in Section 8.2.7 'Project Boundary Buffer' of the Pender County Unified Development Ordinance.
4. The applicant shall work with Planning Staff to determine an appropriate spacing for the planting of mitigation trees on the subject property.

Appeals to the Board of Adjustment decision shall be subject to review by the Superior Court by proceedings in the nature of certiorari pursuant to G.S. 160D-947(e). A petition for review shall be filed with the Clerk of Superior Court by the later of 30 days after the decision is effective or after a written copy thereof is given.

Please do not hesitate to contact me with any further questions.

Regards,

Carlene Shaw, Current Planner
Planning and Community Development
Pender County, NC

4220-1 Individual
(8/18/2014)

County: Pender
Date Requested: 05/03/2022
Request #: 41940
Exam type: FM Plan

Owner Information

Business: Pender County Government
Owner: F: Andy M: L: Devane
Address: PO Box 366 City: Burgaw State: NC Zip: 28425
Phone (Primary): 910-512-1270 **Phone (Secondary):**
Email: adevane@pendercountync.gov

Agent Information

Business:
Owner: F: Andy M: L: Devane
Address: City: State: NC Zip:
Phone (Primary): 910-259-1282 **Phone (Secondary):** 910-512-1270
Email: adevane@pendercountync.gov

Address to use for Contracting and Invoicing: Landowner

Tract Information

Type of ownership: Public
Approximate Acres: 501
Tract location description: All over Pender
Latitude: 34 32.642
Longitude: 77 54.957

Goals

When was the tract harvested?

Landowner Objectives: Forest Products (Timber), Forest Products (Non-Timber), Soil / Water / Air Protection,

Exam Information

Type Of Exam: FM Plan **Base \$** 0 **Per Acre \$** 5 **Total \$** 2,505
Fee declined
If declined explain?
Date Contract Sent: 05/03/2022
Date Contract Received:
Tract ID 4220: 071-403
Date Scheduled:
Date of Field Exam:
Request Cancelled:
Remarks: HURRICANE BUYOUT PROPERTIES and 256 ac off 421 at county line

Pender County Budget Ordinance Amendment

Date Monday, July 18, 2022
Board Meeting Date (If Applicable) Monday, August 1, 2022
Fiscal Year FY 2022-2023 **Fund** 10 - GENERAL
Department 653 - PLANNING DEPARTMENT

Purpose of Request
Budgeting developer's payment in lieu of ordinance exception for tree mitigation.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	655-326001	Ordinance Exception Payments	12400
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	655-404500	Contracted Services	12400
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 12400

Total Expenditures 12400

Budget Amendment Balances when Zero. 0

Prepared By: Daniel Adams **Email** dadams@pendercountync.gov



Pender County Request for Board action

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: August 1, 2022

SUBJECT: Approval for Purchase Order to Axon Enterprise in the amount of \$58,281.50 for year 4 lease purchase payment for Body Cameras.

SUMMARY:

The Pender County Sheriff's Office deputies use body cameras while on duty. This is year 4 lease payment in the amount of \$58,281.50. These funds will come from account 510-404500. These funds were budgeted in FY 2020-2021.

Included in the program are:

- 60 Axon Body 2 body-cams, 10 Axon six-bay Docks for body-cams and no cost body camera and dock refreshes at month 30 and month 60
- Full 5-year warranty on all hardware
- 5- Pro licenses – (for Redaction and “super users”)
- 60 Basic Licenses – (officer software licenses ([Evidence.com](https://evidence.com), Axon View, Axon Capture, etc.))
- 12 TB A La Carte Storage for BWC

ACTION REQUESTED:

Approval for Purchase Order to Axon Enterprise in the amount of \$58,281.50 for year 4 lease purchase payment for Body Cameras.



AXON

8.2

Pender County Sheriff's Office - NC

AXON SALES REPRESENTATIVE

Andrew Seward

aseward@axon.com

ISSUED

5/2/2019

Q-210643-43587.724AS

1



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-210643-43587.724AS

Issued: 05/02/2019

Quote Expiration: 06/28/2019

Account Number: 187670

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
Eric Wallen
Pender County Sheriff's Office - NC
605 E FREEMONT ST
BURGAU, NC 28425
US

BILL TO
Pender County Sheriff's Office - NC
PO BOX 1449
BURGAU, NC 28425
US

SALES REPRESENTATIVE
Andrew Seward
Phone:
Email: aseward@axon.com
Fax:

PRIMARY CONTACT
Eric Wallen
Phone: (910) 259-1212
Email: eric.wall@pendersheriff.com

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	10	336.00	336.00	3,360.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	60	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	5	468.00	298.00	1,490.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	60	240.00	240.00	14,400.00
85035	EVIDENCE.COM STORAGE	12,000	0.75	0.00	0.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	60	499.00	0.00	0.00
71026	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	60	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	60	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	60	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	42.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	10	1,495.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	80	0.00	0.00	0.00

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Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
70112	AXON SIGNAL UNIT	25	279.00	0.00	0.00
Other					
75000	SIGNAL SIDEARM ADHESIVE MOUNT	40	249.00	0.00	0.00
75001	SIGNAL SIDEARM ADHESIVE MOUNT REMOVAL KIT	40	0.00	0.00	0.00
Services					
85144	AXON STARTER	1	2,750.00	2,750.00	2,750.00
80134	1 DAY, TRAIN THE INSTALLER, SIGNAL INSTALLATION, PER SITE	1	2,000.00	2,000.00	2,000.00
Subtotal					24,000.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					24,000.00

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	2	0.00	0.00	0.00
71026	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	2	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	2	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	2	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	10	336.00	336.00	3,360.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	60	180.00	414.35	24,861.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	5	468.00	468.10	2,340.50
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00

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Protect Life.

Year 2 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	60	240.00	240.00	14,400.00
85035	EVIDENCE.COM STORAGE	12,000	0.75	0.75	9,000.00
				Subtotal	53,961.50
				Estimated Tax	0.00
				Total	53,961.50

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	10	336.00	336.00	3,360.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	60	180.00	414.35	24,861.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	5	468.00	468.10	2,340.50
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	60	240.00	240.00	14,400.00
85035	EVIDENCE.COM STORAGE	12,000	0.75	0.75	9,000.00
				Subtotal	53,961.50
				Estimated Tax	0.00
				Total	53,961.50

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	10	336.00	336.00	3,360.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	60	180.00	414.35	24,861.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	5	468.00	468.10	2,340.50
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	60	240.00	240.00	14,400.00

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Year 4 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
85035	EVIDENCE.COM STORAGE	12,000	0.75	0.75	9,000.00
				Subtotal	53,961.50
				Estimated Tax	0.00
				Total	53,961.50

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	10	336.00	336.00	3,360.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	60	180.00	414.35	24,861.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	5	468.00	468.10	2,340.50
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	60	240.00	240.00	14,400.00
85035	EVIDENCE.COM STORAGE	12,000	0.75	0.75	9,000.00
				Subtotal	53,961.50
				Estimated Tax	0.00
				Total	53,961.50

Grand Total	239,846.00
--------------------	-------------------



Discounts (USD)

Quote Expiration: 06/28/2019

List Amount	266,495.00
Discounts	26,649.00
Total	239,846.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	24,000.00
Spares	0.00
Year 2	53,961.50
Year 3	53,961.50
Year 4	53,961.50
Year 5	53,961.50
Grand Total	239,846.00

Q-210643-43587.724AS

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Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:

6/17/19

Date:

George R. Brown

Name (Print):

George R. Brown

Title:

Chairman

PO# (Or write
N/A):

Please sign and email to Andrew Seward at aseward@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-210643-43587.724AS

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7

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Pender County Request for Board action

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: August 1, 2022

SUBJECT: Approval of Purchase Order/Sole Source for Carolina Recording Systems in the amount of \$16,790.

ACTION REQUESTED:

Pender County Sheriff's Office is requesting the approval of Purchase Order/Sole Source vendor for Carolina Recording Systems. Carolina Recording Systems provides the 32 channel communications recording system for the 911 center along with a 24 channel communication recording system for the backup center. Eventide has certified Carolina Recording Systems as a fully authorized Eventide factory trained sales and service center for the region covering North Carolina. Carolina Recording Systems is the only company in the regions to receive this certification from Eventide. These fund were budgeted for in FY 22-23.

ATTACHMENTS:

Approval of Purchase Order/Sole Source for Carolina Recording Systems in the amount of \$16,790.

Eventide®

January 1, 2020

To: Whom it may concern:

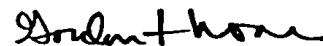
Subject: Eventide Inc. Fully Certified Factory Trained Sales & Service Center

Eventide Inc. has certified **Carolina Recording Systems** as a fully authorized Eventide **factory trained sales and service center** for the region covering North Carolina, South Carolina, West Virginia, Virginia, Tennessee & Maryland. As such, superior sales support and after sales service support can be guaranteed.

Carolina Recording Systems is the **only company** in this region to receive this certification from Eventide.

CRS is authorized to quote GSA prices from our GSA Contract to State & Local government agencies.

Cordially,



Gordon Moore
General Manager
Eventide Inc.

Copy:
Byron Burns
Manager
Carolina Recording Systems
Ph: (704) 578-8025
Fax: (888) 776-0201
byron.burns@crsnc.com

EVENTIDE INC. • One Alsan Way • Little Ferry, NJ 07643-1001 • USA
☎ 201.641.1200 • fax 201.641.1640 • 🌐 www.eventide.com • 📧 loggers@eventide.com



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Kenneth Keel
DATE: August 1, 2022
SUBJECT: Approval of a 3-Year Software As A Service Agreement to Advanced Enterprise Systems Corporation for Utility Cloud Services for PCU

SUMMARY:

PCU has been receiving these services for a couple of years now but does not have a formal agreement in place. This is for Utility Cloud, which is a cloud-based service for management of our water distribution system assets. ITS has previously reviewed and approved the services we receive and helped with implementing our GIS data into the system. We received competitive quotes for these services back in 2020, and AESC/Utility Cloud was far more affordable than the other competitors. Their pricing has remained steady, and since their system is already implemented into our work it would be disruptive to switch to another provider unless there were significant pricing changes. PCU is very satisfied with their service.

Funds were budgeted and are available for this service in 072-404500.

ACTION REQUESTED:

Approve agreement

ATTACHMENTS:

SAAS Services Agreement



SAAS SERVICES ORDER FORM

Customer

Pender County
805 S. Walker St.
Burgaw, NC 28425

Contact:

Kenny Keel
Public Utilities Director
kkeel@pendercountync.gov
910-259-0212

Thank you for the opportunity to serve you. Please feel free to contact me directly with any questions, comments or concerns. To accept this order, please print and sign this document, or fill out via DocuSign, as well as print and initial the pages of the terms and conditions document, and return via email to Henry Briggs Henry.Briggs@Utilitycloud.us.

Software as a Service (SaaS) Invoicing Start Date: [10/01/2022]

SaaS Services: Utility Cloud Operations Management System (the "Service(s)").

Invoicing Frequency: [Annually]

Term: The term of this Agreement shall remain effective until the [three]-year anniversary of the Effective Date. Term will auto renew for [one] years unless cancelled prior to the end of the renewal term.

Professional Services: AESC will use commercially reasonable efforts to provide Customer the professional services described in this document (the "Professional Services"), and Customer shall pay AESC the fees set forth in this document in accordance with the terms therein.

Product List:

	List Price (\$)	Term (years)	Subtotal	Discount (\$)	Total
Professional Subscription	15,000	3	45,000	-12,105	32,895
Total	15,000		45,000	-12,105	32,895

Services Fees:

	Year 1	Year 2	Year 3	Total
Annual Subscription Fee	10,200	10,965	11,730	32,895
Total	10,200	10,965	11,730	32,895

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this [1] day of [August], [2022] (the "Effective Date") between Advanced Enterprise Systems Corporation ("AESC"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Advanced Enterprise Systems Corp.

Pender County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



TERMS & CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, AESC will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative username and password for Customer's AESC account. AESC reserves the right to refuse registration of or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, AESC will endeavor to provide Customer with reasonable support services, through electronic mail or another online mechanism, in accordance with AESC's standard practice.

1.3 Customer will cooperate with AESC in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, including all information provided by AESC that is required for launch.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (the "Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by AESC or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with AESC's standard published policies then in effect (the "Policy") and all applicable laws and regulations and that it has all rights necessary to permit AESC to use the Customer Data (as defined below) as contemplated hereunder. Customer hereby agrees to indemnify and hold harmless AESC against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although AESC has no obligation to monitor Customer's use of the Services, AESC may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance and local telephone service (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of AESC includes non-public information regarding features, functionality, and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to AESC to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge

to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. AESC shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Professional Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, AESC shall have the right to anonymize, collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, Customer Data and data derived therefrom), and AESC will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other AESC offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay AESC the then applicable fees described in the Order Form for the Services and Professional Services in accordance with the terms of the applicable SOW (the "Fees"). AESC may increase fees annually without written notice by no more than the Consumer Price Index (CPI). If Customer believes that AESC has billed Customer incorrectly, Customer must contact AESC no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to AESC's customer support department.

4.2 AESC may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by AESC thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on AESC's net income.

5. TERM AND TERMINATION

5.1 The initial term of the Agreement will be as set forth and agreed by the parties in the Order Form. Either party may terminate this Agreement if the other party (i) materially breached this Agreement and has not cured such breach within 30 days after receiving notice (if curable), without prejudice and in addition to any right or remedy that the non-defaulting party may have under this Agreement or the applicable law, or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. At the end of the initial term, the term shall automatically renew for additional 12-month periods unless Customer notifies AESC in writing, at least 30 days prior to the end of the then-current term, that it chooses not to renew (initial subscription term, with any renewal subscription terms, the "Term").



Upon any termination, AESC will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter AESC may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

AESC shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Professional Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by AESC or by third-party providers, or because of other causes beyond AESC's reasonable control, but AESC shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, AESC does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND AESC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, AESC AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF PROFITS OR BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND AESC'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO AESC FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT AESC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. GOVERNMENT MATTERS

Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with AESC's prior written consent. AESC may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind AESC in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of New Hampshire without regard to its conflict of laws provisions.

* * * * *



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Erik Harvey

DATE: August 1, 2022

SUBJECT: Approval of Purchase Order and Renewal of ESRI Contract for GIS Licensing and Annual Maintenance in the amount of \$53,475.00.

SUMMARY:

Pender County Government utilizes the ESRI Geographic Information Systems (GIS) platform to accurately map County assets, administer address points for new and existing structures, as well as provide tools to create maps for various circumstances and analysis. GIS is commonly used as an integral tool in providing emergency services by maintaining specific E-911 locations of structures and roadways within Pender County, enhancing response time through in-vehicle display within the Sheriff's Office and Pender EMS & Fire. GIS allows communication through information generated and maintained by utilizing ESRI GIS products. With the contract approval, ESRI provides annual licensing and maintenance of the software as well as training opportunities for County staff. The term of this agreement is three years, and the price of these licenses remains constant throughout the term of the agreement, which assists in financial planning for future years.

The ESRI GIS system and services are sole source. This ESRI Enterprise Agreement is for a three (3) year period. Currently, we're in year two (2) of the three (3) year agreement. Funding in future years will be available in the Department of Information Technology Services's FY 2022 and 2023 Budgets and cost allocation plan.

Both the Information Technology Services (ITS) Department and the Sheriff's Office split the cost for this service and budget accordingly to cover a 66/33 split (66-ITS/33-SO). Specifically, the purchase order requested is for \$53,475.00, to include estimated taxes.

This renewal was budgeted and accounted for in the Information Technology Services (ITS) Department Budget account #445-404500 and Sheriff's Office Budget account #252-404500 for FY 22-23.

Department	Contribution Amount
ITS	\$33,803.01
Sheriff's Office	\$16,296.99
<i>Est. Taxes (local/state)</i>	<i>\$ 3,375.00</i>
TOTAL	\$53,475.00

ACTION REQUESTED:

To approve a Purchase Order and Renewal of ESRI Contract for GIS Licensing and Annual Maintenance in the amount of \$53,475.00.



January 31, 2020

Mr. Erik Harvey
County of Pender
805 S Walker St
Burgaw, NC 28425-5001

Dear Erik,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

380 New York Street
Redlands, California 92373-8100 USA

909 793 2853
info@esri.com

esri.com

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com fax
Attn: Customer Service SG-EA	documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Christie Roland
croland@esri.com
 (704) 541-9810 x8638

Small Government EA



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 1/31/2020 To: 7/29/2020*

Quotation # Q-395426

Date: January 31, 2020

Customer # 370721 Contract #

County of Pender
Information Technology Services
805 S Walker St
Burgaw, NC 28425-5001

ATTENTION: Erik Harvey
PHONE: (910) 259-1260
EMAIL: eharvey@pendercountync.gov

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$50,000.00	\$50,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	\$50,000.00	\$50,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	\$50,000.00	\$50,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
Subtotal:				\$150,000.00
Sales Tax:				\$10,125.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$160,125.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Christie Roland

Email:
croland@esri.com

Phone:
(704) 541-9810 x8638

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

ROLANDC

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 1/31/2020 To: 7/29/2020*

Quotation # Q-395426

Date: January 31, 2020

Customer # 370721 Contract #

County of Pender
Information Technology Services
805 S Walker St
Burgaw, NC 28425-5001

ATTENTION: Erik Harvey
PHONE: (910) 259-1260
EMAIL: eharvey@pendercountync.gov

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.


Signature of Authorized Representative

7/16/2020
Date

George R. Brown
Name (Please Print)

Chairman
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Christie Roland

Email:
croland@esri.com

Phone:
(704) 541-9810 x8638

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

ROLANDC

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Publisher, ArcGIS Network
 Analyst, ArcGIS Schematics, ArcGIS Workflow
 Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase
 Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS
 Developer*
 Two (2) Esri CityEngine Single Use Licenses
 250 ArcGIS Online Viewers
 250 ArcGIS Online Creators
 37,500 ArcGIS Online Service Credits
 250 ArcGIS Enterprise Creators
 5 Insights in ArcGIS Enterprise
 5 Insights in ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

* Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

Pender County
(Customer)

By: George R. Brown
Authorized Signature

Printed Name: George R. Brown

Title: Chairman

Date: 7/6/2020

CUSTOMER CONTACT INFORMATION

Contact: Josh Norwood

Telephone: 910-259-0129

Address: 805 S. Walker St.

Fax: 910-259-1530

City, State, Postal Code: Burgaw, NC 28425

E-mail: jnorwood@pendercounty.nc.gov

Country: USA

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

- 4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

- 4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 05/11/2022
To: Josh Norwood
Organization: County of Pender
Information Technology Services
Fax #: **Phone #:** 910-259-0129

From: Rebecca Todd
Fax #: 909-307-3083 **Phone #:** + 19097932853 Ext. 7674
Email: rtodd@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #26082012
Document Date: 05/11/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190979328537674
Fax #: 909-307-3083

Quotation

Date: 05/11/2022

Quotation Number: 26082012

Contract Number: SMALL GOVT ELA US

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Rebecca Todd

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

County of Pender
Information Technology Services
GIS
PO Box 1437
Burgaw NC 28425-1437

Attn: Josh Norwood

Customer Number: 370721

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet. The annual usage report must include actual license counts by product, licensee, and location. Please return your report via email to ea_usage_reports@esri.com. Thank you in advance for your prompt attention to this matter.				
10	2	157007 ArcGIS Community Analyst Web App Online Term License Start Date: 08/10/2022 End Date: 08/09/2023	50.00	100.00
1010	1	168179 Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement Start Date: 08/10/2022 End Date: 08/09/2023	50,000.00	50,000.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Rebecca Todd

Ext: 7674

[TODDR]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



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380 New York Street
Redlands, CA 92373
Phone: + 190979328537674
Fax #: 909-307-3083

Quotation

Page 2

Date: 05/11/2022

Quotation Number: 26082012

Contract Number: SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

Item Subtotal	50,100.00
Estimated Taxes	3,375.00
Total	USD 53,475.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[TODDR]



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190979328537674
Fax #: 909-307-3083

Quotation

Page 3

Date: 05/11/2022

Quotation Number: 26082012

Contract Number: SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[TODDR]



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190979328537674
Fax #: 909-307-3083

Quotation

Page 4

Date: 05/11/2022 **Quotation No:** 26082012 **Customer No:** 370721 **Contract No:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price
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US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[TODDR]



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Allen Phillips-Bell

DATE: August 1, 2022

SUBJECT: Approval of Purchase Order to Ingram Library Services in the Amount of \$60,000

SUMMARY:

The library requests approval of an annual purchase order to a primary book wholesale distributor, Ingram Library Services. There are three big book jobbers that service public libraries: Baker & Taylor, Brodart, and Ingram. Although Brodart offers a slightly better discount, the savings is too small to justify retraining staff in a new ordering platform, as outlined below.

We are a member of a library purchasing consortium called MALiA (Mid Atlantic Library Alliance); we have better pricing for either vendor thanks to MALiA. As a member of the MALiA Consortium, we benefit from the collective buying and negotiating power of over 225 libraries in VA, WV, NC, and TN. MALiA formally solicits, scores, awards and manages bids from vendors providing pricing and benefits for multiple library needs and services. Members are not bound through these contracts and are free to purchase elsewhere should they wish. Membership is \$150/yr.

The three vendors have different discount rates for different types of materials (e.g. hardcover, paperback, large print, etc.). Brodart has slightly higher discounts for the two main categories (hardcover and paperback), followed closely by Ingram. The difference between the two vendors is only 0.2% for the primary category, hardcover books, which make up 87% of our book expenditures. Taking into account the portion of hardcover vs paperback books we purchase, the cost savings would only amount to about \$260 for the year. After factoring in the cost in staff time in learning a new book selection and purchasing platform and making adjustments to workflow, this cost savings would mostly or entirely dissipate. See attached tables. On that basis, I would like to continue using Ingram as our primary book vendor.

ACTION REQUESTED:

Approval of purchase order to Ingram Library Services in the amount of \$60,000. This expenditure has been budgeted in the 2022-2023 Budget Ordinance and appropriated from the following line item: Books 630-410100.

Cost comparison of book vendors

Comparison of discounts

	Vendor discounts			Average market price per book	After-discount price per book		
	Baker & Taylor	Brodart	Ingram		Baker & Taylor	Brodart	Ingram
Hardcover	45.0%	46.0%	45.8%	\$20.24	\$11.13	\$10.93	\$10.97
Trade paperback	38.0%	40.0%	38.0%	\$15.92	\$9.87	\$9.55	\$9.87

Discount of Brodart vs Ingram, Adjusted by Percent of Expenditures by Format

	% of books we purchase	Percentage point discount advantage, Brodart vs Ingram	Discount advantage adjusted to percentage of books we purchase (% of books we purchase multiplied by percentage point discount advantage)
Hardcover	87%	0.2%	0.17%
Trade paperback	13%	2.0%	0.26%

Total discount advantage	0.43%
Discount advantage applied to \$60K PO (0.43% multiplied by 60K)	\$260.40

ATTACHMENT C

OFFEROR DISCOUNT PRICING SHEET

Offerors shall return a completed copy of this attachment with their proposals. If pricing differs by type of library (public, academic, school, special), the offeror shall submit a separate copy of this attachment and specify the type of library for which pricing is proposed.

All discounts quoted will be applied to the publishers' lowest list price in effect at the time of shipment and exclude freight-pass-through pricing.

Participating libraries reserve the right to request supporting documentation (including copies of the publishers' invoices) on discount or service charge decisions of the contractor at any time during the contract period.

The written statement of the offeror's proposed discount structure must be firm for the entire period of the contract.

I. PRINT BOOKS – Public Library

- Specify the print book discount rates the vendor will offer. In Comments, specify discount conditions/restrictions/other, if applicable.

Please see Exhibit 1 for a complete discount schedule and Exhibit 2 for material category definitions

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy <i>copies/title</i>		
Trade Hardcover <i>Category Def. I / II</i>	45.0	2-4 copies= 45.5 5+ copies= 46.3	None	
Trade/Quality Paperback <i>Category Def. III/IV</i>	38.0	2-4 copies= 40.0 5+ copies= 41.0	None	
Mass Market Paperback <i>Category Def. V</i>	38.0	2-4 copies= 40.0 5+ copies= 41.0	None	
Prebound <i>Category Def. XV</i>	10.0	10.0	None	
Publishers' Binding <i>Category Def VII</i>	22.0	22.0	None	
Special Edition Binding *	0-45.0	0-45.0	None	*
Reinforced Binding <i>Category Def. VI</i>	22.0	2-4 copies= 25.0 5+ copies= 30.0	None	
Current/Popular *	0-45.0	0-45.0	None	*
Reference *	0-45.0	0-45.0	None	*
Large Print *	0-45.0	0-45.0	None	*
Non-English Language <i>Category Def. X</i>	0.0	0.0	None	
Graphic Novels *	0-45.0	0-45.0	None	*
University Press <i>Category Def. VIII, Trade Eds.</i>	15.0	15.0	None	
* may be of any binding or material category, see Exhibit 1 for a complete schedule				
Other - List Below:				
Board Books <i>Category Def. XIII</i>	22.0	2-4 copies= 25.0 5+ copies= 30.0	None	
Activity Books <i>Category Def. XIV</i>	22.0	2-4 copies= 25.0 5+ copies= 30.0	None	
Text, Technical, Reference, Professional Medical, Small Press, some University Press and/or Titles of Limited Demand <i>Category Def. IX</i>	0-22.0	0-22.0	None	Text, Technical, Reference= 0- 10.0% see Exhibit 1
Optional ESP Program <i>Category XI</i>	0+ \$4.95/unit	0+\$4.95/unit	None	

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ATTACHMENT C

OFFEROR DISCOUNT PRICING SHEET

Offerors shall return a completed copy of this attachment with their proposals. If pricing differs by type of library (public, academic, school, special), the offeror shall submit a separate copy of this attachment and specify the type of library for which pricing is proposed.

All discounts quoted will be applied to the publishers' lowest list price in effect at the time of shipment and exclude freight-pass-through pricing.

Participating libraries reserve the right to request supporting documentation (including copies of the publishers' invoices) on discount or service charge decisions of the contractor at any time during the contract period.

The written statement of the offeror's proposed discount structure must be firm for the entire period of the contract.

I. PRINT BOOKS

- Specify the print book discount rates the vendor will offer. In Comments, specify discount conditions/restrictions/other, if applicable.

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Trade Hardcover	46.0	46.0	1	
Trade/Quality Paperback	40.0	40.0	1	
Mass Market Paperback	40.0	40.0	1	
Prebound	21.0	21.0	1	BrodartBound
Publishers' Binding	21.0	21.0	1	Publishers Library Binding
Special Edition Binding			1	Discounted by Bind – Hardback, Trade Paperback, etc.
Reinforced Binding	21.0	21.0	1	
Current/Popular			1	Discounted by Bind – Hardback, Trade Paperback, etc.
Reference			1	Discounted by Bind – Hardback, Trade Paperback, etc.
Large Print			1	Discounted by Bind – Hardback, Trade Paperback, etc.
Non-English Language			1	Discounted by Bind – Hardback, Trade Paperback, etc.
Graphic Novels			1	Discounted by Bind – Hardback, Trade Paperback, etc.
University Press	12.0	12.0	1	
Other - List Below:				
Non-trade	12.0	12.0	1	

DISCOUNTS AND TERMS SUMMARY

For this multi-year contract, Ingram reserves the right to re-evaluate discounts and terms at the end of the initial contract period and to review cataloging and processing pricing on an annual basis.

Public Libraries, Academic Libraries and State agency members

Discounts:	Adult and Juvenile Trade Hardcover:
	1 copy per title45.8%
	2-4 copies per title46.0%
	5-9 copies per title46.2%
	10+ copies per title.....46.5%
	Quality Paperbacks and Mass Market Paperbacks:
	1 copy per title38.0%
	2-4 copies per title40.0%
	5-9 copies per title41.0%
	10+ copies per title.....42.0%
	Library Bindings15.0%
	Prebound Books.....35.0%
	University Press18.0%
	Legal, Medical, Reference, Scientific, and Technical Titles6.0%
*	Spoken Word Audio0-45.0%
**	DVD/Blu-ray (<i>Discount based on List Price of item</i>):
	< \$14.99.....35.0%
	\$15.00-\$19.9930.0%
	\$20.00 +.....25.0%
	Music CDs5-45.0%
	Video Games.....5.0%
	Net Titles0.0%
Up to \$149,999	Short Discounted/Non-Trade Titles6.0 – 25.0%
\$150K+	Short Discounted/Non-Trade Titles6.0 – 28.0%

K-12 school and Specialty Library Members

Discounts:	Adult and Juvenile Trade Hardcover38.0%
	Quality Paperbacks36.0%
	Mass Market Paperbacks36.0%
	Library Bindings15.0%
	Prebound Books35.0%
	University Press10.0%
	Short Discounted/Non-Trade Titles6.0 – 25.0%
	Spoken Word Audio0-45.0%
	Music CDs20.0%
	Video Games5.0%
	Net Titles0.0%

Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes medical titles, legal, technical, reference, scientific, and graphic novels as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

INGRAM



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Allen Vann

DATE: August 1, 2022

SUBJECT: Approval to carryover Purchase Orders #618, #619 & #620 for Pender County Fuel Depot Kiosks in the amount of \$42,278.00.

SUMMARY:

PO #618 GE Software Burgaw Fuel Depot Gas Boy Islander Prime kiosks
\$14,278.00

PO #619 GE Software Hampstead Fuel Depot Gas Boy Islander Prime kiosks
\$13,722.00

PO #620 GE Software Rocky Point Fuel Depot Gas Boy Islander Prime kiosks
\$14,278.00

The current kiosks are presenting us with reliability issues, and they are necessary to continue operation of the fuel depots. Also, within the next year, the equipment will be considered obsolete and will no longer be serviceable. We have no choice but to upgrade these kiosks. We were able to add this to our schedule of projects (FY22) for later in the year but due to supply chain issues, the vendor is still awaiting all parts to complete the job.

ACTION REQUESTED:

Approval to carryover Purchase Orders #618, #619 & #620 for Upgrading the Pender County Fuel Depot Gas Boy Islander Prime kiosks.



Purchase Order

Fiscal Year 2022

Page: 1 of: 1

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PENDER CO FACILITY/FLEET SVC
PO BOX 1205
BURGAW, NC 28425

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **618**

Delivery must be made within doors of specified destination.

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GE Software Inc
EKOS
1410 Commonwealth Dr
Suite 101B
WILMINGTON, NC 28403

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PENDER CO FACILITY/FLEET SVC
FREMONT & BENNETT ST
BURGAW, NC 28425

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				858			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/31/2022	35357	05/27/2022				BUILDING MAINTENANCE	
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	Burgaw Fuel Depot Gasboy Islander Prime kiosk The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
1	Burgaw Fuel Depot Gasboy Islander Prime kiosk			1.0	EACH	\$14,278.00	\$14,278.00

As part of this Purchase Order, please see agreed upon Terms & Conditions available at: <http://www.pendercountync.gov/vendortermsandconditions/>. Please note these Terms & Conditions are subject to revision and updates will be made available at the same. Contact Pender County Purchasing with any questions at (910) 259-1281.

This Disbursement Has Been Approved As Required
by the Local Government and Fiscal Control Act.

VENDOR COPY

By: Margaret C. Bass By: Carolyn Mauer
Authorized Signature Authorized Signature

Page 2 of 4

PO Total **\$14,278.00**



Purchase Order

Fiscal Year 2022

Page: 1 of: 1

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PENDER CO FACILITY/FLEET SVC
PO BOX 1205
BURGAU, NC 28425

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **619**

Delivery must be made within doors of specified destination.

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GE Software Inc
EKOS
1410 Commonwealth Dr
Suite 101B
WILMINGTON, NC 28403

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PENDER CO FACILITY/FLEET SVC
FREMONT & BENNETT ST
BURGAU, NC 28425

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
			859			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location		
05/31/2022	35357	05/27/2022		BUILDING MAINTENANCE		
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
	Hampstead Fuel Depot Gasboy Islander Prime kiosk The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading					
1	Hampstead Fuel Depot Gasboy Islander Prime Kiosk		1.0	EACH	\$13,722.00	\$13,722.00

As part of this Purchase Order, please see agreed upon Terms & Conditions available at: <http://www.pendercountync.gov/vendortermsandconditions/>. Please note these Terms & Conditions are subject to revision and updates will be made available at the same. Contact Pender County Purchasing with any questions at (910) 259-1281.

This Disbursement Has Been Approved As Required
by the Local Government and Fiscal Control Act.

VENDOR COPY

By: Margaret C. Bare By: Charles W. McEwen
Authorized Signature Authorized Signature

Page 3 of 4

PO Total \$13,722.00



Purchase Order

Fiscal Year 2022

Page: 1 of: 1

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PENDER CO FACILITY/FLEET SVC
PO BOX 1205
BURGAW, NC 28425

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **620**

Delivery must be made within doors of specified destination.

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GE Software Inc
EKOS
1410 Commonwealth Dr
Suite 101B
WILMINGTON, NC 28403

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PENDER CO FACILITY/FLEET SVC
FREMONT & BENNETT ST
BURGAW, NC 28425

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference		
				860				
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location		
05/31/2022	35357	05/27/2022				BUILDING MAINTENANCE		
Item#	Description/PartNo				QTY	UOM	Unit Price	Extended Price
	Rocky Point Fuel Depot Gasboy Islander Prime kiosk The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading							
1	Rocky Point Fuel Depot Gasboy Islander Prime kiosk				1.0	EACH	\$14,278.00	\$14,278.00

As part of this Purchase Order, please see agreed upon Terms & Conditions available at: <http://www.pendercountync.gov/vendortermsandconditions/>. Please note these Terms & Conditions are subject to revision and updates will be made available at the same. Contact Pender County Purchasing with any questions at (910) 259-1281.

This Disbursement Has Been Approved As Required
by the Local Government and Fiscal Control Act.

VENDOR COPY

By: Margaret C. Base By: Charles W. McEwen
Authorized Signature Authorized Signature

Page 4 of 4

PO Total \$14,278.00



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Justian Pound
DATE: August 1, 2022
SUBJECT: Approval of Tax Releases and Refunds

SUMMARY:

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

ACTION REQUESTED:

Staff requests that the board approves the attached list of releases and refunds for July 2022.



Pender County

Request For Board Action

DATE OF MEETING: August 1, 2022

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

SHORT TITLE: Approval of Tax Releases and Refunds

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

RELEASES OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	BEATY, ROBERT HENRY SR	250078659	119.67	SOLD
2021	BOWSER, MARK ALAN	251026524	109.61	DESTROYED
2021	BRITT, MALCOLM HORACE	251812878	121.74	DESTROYED
2021	BROOKS, ADAM DEAN	250514082	232.25	MILTRY EXEMPT
2021	BUCK, CATHERINE JOAN	250699416	259.23	SOLD
2020	BUONOPANE, HILARY JANE	250514013	143.63	OUT OF STATE
2021	GARRETT, WINSTON DAN	250513950	188.07	SOLD
2021	GIACOMAN, MELISA MATTHEWS	249898794	175.95	SOLD
2021	GLASER, RUTH ANN	251527899	213.12	SOLD
2021	HENSON, JOHNNY RAY	251812431	704.69	SOLD
2021	MCDUFFIE, JAMES FREDRICK JR	251508711	120.32	DESTROYED
2021	MOORE, LONNIE EARL	250934523	171.25	SOLD
2021	MUNNERLYN, CHRISTIAN	251812743	156.02	MILTRY EXEMPT
2021	ROBICHAU, STEPHEN MICHAEL	249789888	172.74	SOLD
2021	STRICKLAND, RYAN KEITH	249988932	366.05	MILTRY EXEMPT
2021	TYNDALL, BILLY DAN	251813181	265.16	SOLD
2021	VERGA, PATRICK JASON	251526942	142.77	MILTRY EXEMPT
2021	WINFIELD, ALBERT EDWARD III	249790290	147.43	DESTROYED

TOTAL REFUNDS OVER \$100 \$3,809.70

RELEASES UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	ACKER, KURT ALAN	251507994	5.02	SOLD
2021	CAUBLE, AARON THOMAS	251508297	95.49	MILTRY EXEMPT
2021	COOPER, SUZANNE SUE	250698888	4.42	SOLD
2021	COOPER, SUZANNE SUE	250698879	53.57	SOLD
2021	EATES, KACHINA N	250699362	95.48	SOLD
2021	FLORES RODRIGUEZ, ELIZABETH	334564216	41.30	SITUS
2021	FOWLER, SHARI LYNN	333318572	22.03	SITUS
2021	FROEMMING, SABRINA CORINN	251508822	21.44	SOLD
2020	HARRELL, CASEY ALAN	251508666	5.38	SOLD
2020	HORTA, JASON ALFRED	251026587	6.92	SOLD
2020	LAWSON, SUE THAYER	250699080	84.99	SOLD
2021	LEWIS, MILTON LEE	332725604	51.87	SITUS
2021	LIGHTFOOT, RICHARD HALL	250513686	51.07	SOLD
2021	LUNSFORD, JAKE FORREST	251026560	90.43	MILTRY EXEMPT
2020	MAREADY, DIANA NORRIS	251527617	49.03	DESTROYED
2021	MORTENSEN, BRIAN LEWIS	249789864	15.20	SOLD
2021	OBERDORFF, VERNON ELWOOD JR	251670849	65.58	SOLD
2021	OCEAN BREEZE CHILDCARE LLC	251527170	56.78	SOLD
2021	PLATT, CLAUDE JR	250513956	19.84	SOLD
2020	ROARK, JEFFREY EUGENE	251670834	30.95	SOLD
2021	SPITZER, KENNETH LEE	249789897	56.25	SOLD
2021	TORO, MARIA	332725600	99.14	SITUS
2020	TURNER, SHERRI HARRELL	249544581	47.73	SOLD
2021	VERGA, PATRICK JASON	251507961	89.81	MILTRY EXEMPT
2021	VOLLMAR, JACOB WILLIAM	251243724	28.04	SOLD

TOTAL REFUNDS UNDER \$100	\$1,187.76
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TOTAL OF ALL RELEASES	NONE
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TOTAL OF ALL REFUNDS	\$4,997.46
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Pender County
BOCC Meeting Minutes July 11, 2022

TO: Board of County Commissioners
FROM: Tera Cline
DATE: August 1, 2022
SUBJECT: Approval of the Board of Commissioner Meeting Minutes July 11, 2022

SUMMARY:

Approval of BOCC meeting minutes for July 11, 2022



MINUTES
Board of County Commissioners Meeting
Monday, July 11, 2022 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT:

George Brown
Fred McCoy
Jacqueline A. Newton
David Piepmeyer
David Williams

MEMBERS ABSENT:

OTHERS PRESENT:

Carolyn Moser, **Interim** County Manager
Trey Thurman, County Attorney
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 Williams

3 PLEDGE OF ALLEGIANCE

Commissioner McCoy

4 ADOPTION OF AGENDA

Chairman Piepmeyer publicly acknowledged Commissioner David Williams 20 years of service to the Board of County Commissioners and the citizens of Pender County and presented him with a plaque in his honor.

4.1 Adoption of Agenda

Motion to Adopt agenda

Moved by David Williams, seconded by Jacqueline A. Newton

Motion approved

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

CARRIED.

5 PUBLIC COMMENT

Lynda Davenport-121 Marcell Lane, Shared with the board her concerns with Surf City Farms and delivery trucks going through the neighborhood. She stated they are not growing there own products and have no animals. She stated that it is a retail shop not a farm.

Randy Lee-166 N Escape Way, Shared with the board his concerns with Surf City Farm. He stated that the Bona Fide farm application was stamped without anyone coming out to look. He states that they do not have the designation to be a farm. Vice Chairman Newton, asked Mr. Lee what his concern was. He stated traffic, and the fact someone stamped the bona fide farm designation.

Brad Case-76 N Escape Way- Stated that Surf City Farms, is a nuisance due increase in traffic and safety. Stated he was ok with the farm at first when he assumed it was going to be a farm. He is concerned that others can get Bona Fide farm status and open a retail center.

6 CONSENT AGENDA

- 6.1 Approval of Purchase Order for GFL for Pender County facilities Solid Waste Disposal & Hauling Services for FY 23
- 6.2 Approval of Tax Releases and Refunds
- 6.3 Approval of Surplus Property Advertisement for Auction - West Hayes Street, Burgaw Parcel ID - 3229-00-6934-0000
- 6.4 Approval of Surplus Property Advertisement for Auction - West Hayes Street, Burgaw Parcel ID - 3229-00-5992-0000
- 6.5 Approval of Surplus Property Advertisement for Auction - Industrial Drive, Burgaw

- 6.6 Approval of FY23 Blanket Purchase Orders for Supplies for Water & Sewer
- 6.7 Consideration of a purchase order for the lease agreement with Burgaw Now, LLC
- 6.8 Approve a Purchase Order for Veterinarian Services to Christy Redfearn-Shelton in the amount of \$72,800
- 6.9 Approval to carryover Purchase Order (PO# 455) for Dana Safety Supply in the amount of \$1455.19.
- 6.10 Approval to carryover Purchase Order (PO# 454) for Ramey Kemp & Associates in the amount of \$7,700.
- 6.11 Approval to carryover Purchase Order (PO# 398) for True IP Solutions in the amount of \$19,235.00.
- 6.12 Approval of a Purchase Order for a Contract Medical Director in the amount of \$45,000
- 6.13 Approval of a Purchase Order for Contract Dental Services in the amount of \$218,920
- 6.14 Approval to carryover Purchase order # 616 for Batteries of NC in the amount of \$21,725.26.
- 6.15 Approval to carry over two (2) Purchase Orders for Fairway Ford in the amount of \$205,774.00.
- 6.16 Approval to carry over Purchase Order (PO# 650) for Willo Products in the amount of \$14,076.
- 6.17 Approval of the Board of Commissioner Meeting Minutes June 20, 2022
- 6.18 Approval of Surplus Property Advertisement for Auction - Various Listed Items
- 6.19 Approval of Budget Amendment and Purchase Order to accept North Carolina Governor's Highway Safety Program Traffic Safety grant award in the amount of \$117,766.
- 6.20 Approval of a Purchase Order to Environmental Chemists for Testing and Sampling of PCU's Water & Sewer Plants and Systems for FY23
- 6.21 Approval of a Purchase Order to Brenntag for Sodium Hydroxide for the Water Treatment Plant for FY23: \$145,000
- 6.22 Approval of a Purchase Order to Amerochem for Ferric Sulfate for the Water Treatment Plant for FY23 \$250,000
- 6.23 Approval of a Purchase Order to Amerochem for Aluminum Sulfate for Wastewater Treatment for FY23

- 6.24 Approval of a Purchase Order for Health Department Contracted Services to the Pender Board of Education in the amount of \$150,000
- 6.25 Approval of Purchase Order for Amerochem for Sodium Hypochlorite for the well system for FY23 for \$10,000
- 6.26 Request Approval to apply for Community Oral Health Transformation (COHT) Initiative in North Carolina Grant
- 6.27 Approval to roll over purchase order (PO # 391) in the amount of \$3454.70 to complete playground repairs.
- 6.28 Approval to roll over purchase order (PO #649) in the amount of \$152,200 for the demolition contract for the old Long Creek School
- 6.29 Motion to approve Consent Agenda

Moved by David Williams, seconded by George Brown

Motion to approve Consent agenda

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

CARRIED.

7 APPROVALS AND RESOLUTIONS

- 7.1 Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 1352 Slocum Trail, Currie

Meg Blue, Finance Director, Recommended to the board that the \$8600 bid from Ariel Russell for parcel number 2266-21-8254-0000 be accepted by the county and the upset bid process begin as of July 11, 2022 The tax value for this property is listed at \$8650.00 and the county acquired it for a total of \$8223.79.

Moved by Jacqueline A. Newton, seconded by David Williams

Motion to approve sale of surplus property at 1352 Slocum Trail, Currie

	For	Against	Abstained	Absent
George Brown	x			

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

CARRIED.

7.2 Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Wards Corner Loop Road Parcel 2278-73-8947-0000, Burgaw/Atkinson

Meg Blue, Finance Director, recommended to the board that the \$15,000 bid from Lyncoya Simpson for parcel number 2278-73-8947-0000 be accepted by the county and the upset bid process begin as of July 11, 2022. The tax value for this property is listed at \$19, 000 but the county acquired it for a total of \$6,029.59.

Moved by Fred McCoy, seconded by David Williams

Motion to approve sale of surplus property at Wards Corner Loop Road

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

CARRIED.

7.3 Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 414 N Sunset St, Atkinson

Meg Blue, Finance Director, recommended to the board that the \$24,500 bid from Regina Walker for parcel number 2248-75-5295-0000 be accepted by the county and the upset bid process begin as of July 11, 2022. The tax value for this property is listed at \$23,571.

Moved by David Williams, seconded by Jacqueline A. Newton

Motion to approve sale of surplus property at Sunset street.

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

CARRIED.

7.4 Approval of Offer & Start of Upset Bid Process for Sale of Surplus
Property - 148 Peterson Hill Ave, Burgaw

Meg Blue, Finance Director, recommended to the board that the \$13,950 bid from Elosie Fennell for parcel number 3229-58-2734-0000 be accepted by the county and the upset bid process begin as of July 11, 2022. The tax value for this property is listed at \$13,900.00

Moved by Fred McCoy, seconded by George Brown

Motion Approved

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

CARRIED.

7.5 Proposed School Bond Order Introduction & Resolution Setting Public
Hearing & Authorization

17 - 19

Bob Jessup, read the Bond Order Resolution and Resolution for Public Hearing to be scheduled on August 1, 2022.

Moved by David Williams, seconded by Jacqueline A. Newton

Motion to approve Bond Introduction Resolution

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

David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

Moved by Fred McCoy, seconded by George Brown

Motion to approve Resolution Setting the Public Hearing for August 1, 2022 at Board of County Commissioner meeting.

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

CARRIED.

[Proposed School Bond Order for Introduction](#)
[Resolution setting public hearing and authorizing filing of debt statements](#)

7.6 Adoption of updated Uniform Guidance Procurement Policies

21 - 31

Meg Blue, Finance Director, requested approval of the updated Procurement policy. The redline changes were shared with the board and approval of final draft was requested.

Moved by Jacqueline A. Newton, seconded by George Brown

Motion to approve updated procurement policy.

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

CARRIED.

[Procurement policy](#)

- 7.7 Approval of a Purchase Order to Axon Enterprises, Inc. in the Amount of \$47,438.00 for the Lease of the Tasers. This will be year 4 lease payment.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion Approved

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

CARRIED.

- 7.8 Approval of Lease Agreement for Maintenance and Operation of Abbey Nature Preserve 33 - 39

Travis Henley, Planning Director, gave a brief overview of the lease agreement and provided a copy.

Moved by Jacqueline A. Newton, seconded by David Williams

Motion to approve Lease Agreement for Abbey Nature Preserve

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

CARRIED.

[Abby Nature Preserve Lease](#)

- 8 DISCUSSION
- 9 APPOINTMENTS
- 10 MAPLE HILL WATER AND SEWER DISTRICT

11 ROCKY POINT WATER AND SEWER DISTRICT

11.1 Approval of AT&T Easement at Hampstead Tank Site and Payment to RPTWSD

Kenny Keel, Utilities Director, stated to the board that due to the Hampstead Bypass project, AT&T has to move their fiber optic cables further from US17 in Hampstead. They currently have cables in the right-of-way in front of the Hampstead Tank property, but will need to move them outside of the expanded right way per NCDOT requirements. Therefore, AT&T is requesting an easement on this property which is owned by Rocky Point Topsail Water & Sewer District. Of AT&T has offered \$14,553 for the easement (see calculations), which is based on the appraised value that was also used for NCDOT's purchase of right-of-way from RPTWSD on this property. Therefore, the offer seems to be fair and representative of the actual value of the property.

Moved by David Williams, seconded by George Brown

Motion to approve

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

CARRIED.

12 SCOTTS HILL WATER AND SEWER DISTRICT

12.1 Approve Resolution of Tentative Award of Contract for Construction of SHWSD Elevated Tank & Wells Project to The Harper Corporation

Kenny Keel, Utilities Director, stated in order to attain NCDEQ Division of Water Infrastructure (DWI) final approval for funding of the project, tentative award of the project by Pender County is required. The Board approved submittal of an application for additional funding on June 20th, which is currently being processed. The SHWSD received a "Letter of Intent to Fund" document for the project from DWI for \$7,940,000 on August 3, 2020. Since that time, construction prices have escalated greatly. In early 2022, DWI indicated they might have additional funds available for this and other projects, and requested documentation of

our interest in additional financing. On February 9, 2022, PCU submitted a letter requesting up to \$9,940,000 (an additional \$2 million) for the project, which at that time seemed to be a fair estimate of the escalated project cost. That request has been on hold at the LGC due to the previous delay of our FY21 Audit. DWI has indicated that they do sufficient funds on hand to fully fund this project. have With the approval of this resolution, DWI will be able to issue their final funding approval following LGC approval (anticipated for early August). The bids are only good for 90 days, which gives us until August 31st to enter into a construction contract. At the August 15th Board meeting, I will request a purchase order and budget ordinance amendment to finalize the project funding by Pender County. The project construction account is Fund/Org # 61.

Moved by Fred McCoy, seconded by George Brown

Motion to approve

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

CARRIED.

13 MOORES CREEK WATER AND SEWER DISTRICT

14 CENTRAL PENDER WATER AND SEWER DISTRICT

15 PENDER COUNTY BOARD OF HEALTH

16 SOCIAL SERVICES BOARD

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

Trey Thurman, County Attorney, Items for closed session as follows:

- Item 3 Attorney Client
- Item 5 Land Acquisition
- Item 6 Personnel

Allen Vann, Assistant County Manager, Items from Parks and Rec as follows:

- Summer Camp program continues at Topsail Elementary operates daily from 7 am to 6 pm
- Summer on the square concert is Thursday 7-14-22 featuring the Cat5 Band
- Hampstead Alive after Five concern is Friday 7-15-22 featuring Big City
- Teddy Bear Picnic day Hampstead Kiwanis park from 10 am to 11 am
- Topsail Sounds concert will be Tuesday 7/26/22 featuring Heart Stop.
- The main library in Burgaw is partnering with the town of Burgaw to present a new StoryWalk on the Osgood Canal Greenway.
- The NC Aquarium at Fort Fisher will be at both library locations on Thursday July 14th.

Carolyn Moser, Interim County Manager, informed the board that catalytic converters were stolen over the weekend from county vehicles.

Vice Chairwoman Newton, brought up the Opioid settlement money and where we needed to start with using the funds appropriately. She also discussed the intersection at Malpass Corner Rd and 421 and we need to address getting something done sooner than later.

Commissioner Williams, expressed his concerns with the path the board is taking with the hospital. He expressed his gratitude for being able to serve on the board.

Commissioner McCoy, stated he attended the Willard/Union fireworks celebration and it was very well attended and very nice.

Chairman Piepmeyer, stated he attended a WMPO meeting and explained the process of swaping projects between MPO and RPO etc. He also explained the bidding process that will be taking place with Pender Memorial Hospital.

Commissioner Brown made a motion to excuse Commissioner Williams from the meeting and Commissioner McCoy second. All in favor.

18 CLOSED SESSION (IF APPLICABLE).

Commissioner Brown made a motion to enter closed session at 5:38 PM 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; 5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment. 6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy matters may not be considered in a closed session.

18.1 Motion to add approval of new county manager to the 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			
David Williams				x
	4	0	0	1

CARRIED.

18.2 Motion to approve David Andrews as the new Pender County Manager.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion Approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			

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

CARRIED.

**19 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP
AMENDMENTS/ RESOLUTIONS**

19.1 General Use Rezoning 2022-31

Chris Hatcher, Current Planner, presented on behalf of the applicant Ben Burgess, on behalf of B Squared LLC. They are requesting the approval of a Zoning Map Amendment to rezone one tract totaling approximately 303 acres of land from RP, Residential Performance zoning district to RA, Rural Agriculture zoning district. The subject property is located on the east side of Interstate 40, approximately 1,440 feet east of the intersection of Ashton Road and McCrary Road.

Vince Burgess, 11763 Ashton Rd, stated to the board that the applicant is requesting the rezoning to keep the property from being developed. They would like to possibly have a sod farm, or some other agricultural use of the property.

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			
David Williams				x
	4	0	0	1

CARRIED.

19.2 General Use Rezoning 2022-32

Daniel Adams, Flood Plain Administrator, presented on behalf of Michael Afify, applicant on behalf of Share the Table, Inc., owner, is requesting approval of a Zoning Map Amendment to rezone one tract

totaling approximately 0.6 acres of land from the RP, Residential Performance zoning district to the GB, General Business zoning district. The subject property is located on Perkins Drive, approximately 300 feet east of US Highway 17. The proposed Zoning Map Amendment is supported by two policies within the Pender 2.0 Comprehensive Land Use Plan that encourage low intensity commercial development that minimize impacts on existing residential uses. Although the proposed GB, General Business zoning district rezoning request is inconsistent with the Future Land Use Map, the size of the parcel and its proximity to commercially zoned property indicates that the inconsistencies are minimal. Therefore, Planning staff respectfully recommends approval of the Zoning Map Amendment as detailed in this report.

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			
David Williams				x
	4	0	0	1

CARRIED.

19.3 Special Use Permit 2022-33

Greg Feldman, Current Planner, Booth & Associates, on behalf of Four County Electric Membership Corporation (FCEMC), owner, is requesting approval of a Special Use Permit for the construction of a utility substation facility with associated equipment. The subject property is located on the south side of Island Creek Road in the Topsail Township and may further be identified by Pender County PIN 3262-78-4633-0000. The applicant is seeking to obtain a Special Use Permit for Electric Bulk Power Transmission & Control to construct a substation facility within a 265' by 260' project boundary area. According to the applicant's submitted narrative, the facility would consist of steel structure members, transmission and distribution power poles, and various high-voltage equipment needed for the function of the substation as shown on the site plan below, the proposed substation would be adjacent to an existing transmission line.

Briana Eddy, Booth and Associates, confirmed with the board that Four County does own the 8 acres. She stated on the northern side there is a 30 feet setback and along the sides there is a 10 foot setback. For security reasons she stated there would need to be a chain link fence in place therefore it's not possible to have a natural buffer. Ms. Eddy also stated that any danger trees would need to be cleared to keep the station safe.

Chairman Piepmeyer asked staff if the hardships presented by four county have been addressed.

Travis Henley, Planning Director, stated that it would have to be decided upon via the variance process.

Briana Eddy, confirmed the fence would be around 6 feet tall with a 1 foot of barbed wire on the top.

Gregg Cohn, Four County, explained why there are Duke lines there as well the approximate size of the station.

Moved by George Brown, seconded by Fred McCoy

Motion Approved with the following condition: In lieu of buffer requirements, the applicant shall be required to provide a six foot chain link fence with slats to provide full visual opacity.

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

CARRIED.

20 ADJOURNMENT

Commissioner Brown made motion to adjourn at 7:40 pm with Vice-chairwoman Newton second.

**Proposed School Bond Order for
Introduction**

**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.

**Resolution setting public hearing and
authorizing filing of debt statements**

WHEREAS, there has been introduced at this meeting a Bond Order entitled as follows:

**Bond Order Authorizing the Issuance of Pender County General
Obligation School Bonds in the Maximum Amount of \$178,000,000,
Subject to Voter Approval**

AND WHEREAS, Section 159-57 of the General Statutes requires that a public hearing be held on the bond order prior to its adoption, Section 159-56 of the General Statutes requires publication of a notice of the hearing, and Section 159-55 of the General Statutes requires the filing of statements of debt and estimated interest prior to the public hearing;

BE IT THEREFORE RESOLVED by the Board of Commissioners of Pender County, North Carolina, that the County's Finance Officer is directed to prepare and file, prior to the publication of the notice of public hearing, a sworn statement of the County's net debt and a statement of estimated interest in the forms prescribed by statute;

AND BE IT FURTHER RESOLVED (1) that a public hearing on the bond order will 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, and (2) that the Clerk to this Board is directed to publish a notice of the public hearing, in the form provided for in Section 159-56 of the General Statutes, one time, not less than six days prior to the hearing date, in a newspaper having general circulation in the County.



Pender County Government
Finance Department
PROCUREMENT POLICY

SUBJECT: Pender County Procurement Policy	Effective Date: 7.11.2022
Prepared by: Margaret Blue, Finance Director	
Approved by: Pender County Board of Commissioners	Approval Date:
Chairman's Signature: <i>David Rysinger</i>	# of Pages: 11

I. Purpose

The purpose of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when Federal, State, and/or local funds are being used in whole or in part to pay for the cost of the contract.

II. Policy & General Procurement Standards

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

A. Application of Policy. This policy applies to contracts for purchases, services, and construction or repair work funded with Federal and/or State financial assistance (direct or reimbursed) as well as local funds. The requirements of this Policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

B. Necessity. Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing. Purchasing Department and/or Requesting Department is encouraged to consider surplus or buying used when feasible. When expending Federal funds, Pender County should check with the federal surplus property agency prior to buying new items when feasible and less expensive.

C. Compliance with Applicable Laws. All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-326 unless otherwise directed in writing by the federal agency and/or state pass-through agency that awarded the funds. Pender County will follow all applicable local, state, and federal procurement requirements when expending respective funds. The most restrictive applicable policy provisions will be applied based on funding source.

All bid solicitations must indicate the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

D. No Evasion. No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or applicable State and Federal laws.

E. Minority/Women-owned Business Enterprise (M/WBE) Participation. Pender County will make every effort to solicit price quotes from M/WBE vendors and suppliers when feasible. For Federally funded contracts, Pender County will take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.

If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.

F. Cost Analysis. For all procurements costing \$90,000 or more, the Purchasing Department and/or Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.

G. Complete and Clear Specifications. All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill. All other factors to be used in evaluating bids or proposals should be specified within the solicitation. Technical requirements must not contain features that restrict competition.

Page 2

H. Open Competition. Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary: supplier experience, excessive bonding, brand name specification, or other requirements that have the effect of restricting competition.

I. Vendor Prequalification. Only in accordance with N.C. G.S. 143-135.8, Pender County Governing Board reserves the right to require vendor prequalification for construction and repair projects when expressly indicated in advance of solicitation. Prequalification decisions will be promptly communicated in writing. Solicitation must explicitly establish means by which a bidder shall prequalify and, if applicable, protest of any prequalification decisions with sufficient time prior to the opening of bids for the bidder to obtain subsequent prequalification. If invoked, bids provided by any bidder not prequalified shall be deemed nonresponsive.

J. Use of Brand Names. When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how the reach the required result to the contractor. It is preferred that when a brand name is used as reference, it includes "or equal" whenever possible. Brand names may only be specified when the use of an alternative is impractical, uneconomical or creates a significant hardship.

K. Lease versus Purchase. Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach. All lease decisions must be thoroughly vetted by Finance.

L. Geographic Preference. No contract shall be awarded on the basis of a geographic preference.

M. Formal/Sealed Bid Advertising & Opening. For contracts valued at \$90,000 and above, the bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the Governing Board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the Governing Board the right to reject any or all bids only for "sound documented reasons."

Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.

N. Rejecting Bids. Any and all bids may be rejected only for "sound documented reasons."

- O. Contract Award.** All Purchase, Construction and Repair, and Federally Funded Service Contracts shall be awarded to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract. In determining if a vendor is "responsible", Pender County may consider factors such as skills, abilities, and resources (ex: past performance, financial conditions, etc). All other contracts (unless federally funded) will be awarded to the best overall value for Pender County based on above, as well as response time, ability to meet demand, as well as other criteria specified in respective RFP/RFQ. Note that past performance may only be strongly considered when cost benefit analysis indicates justification.
- P. Contract Pricing.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.
- Q. Contract Requirements.** All contracts shall be in writing and the written contract must include or incorporate by reference the provisions required based on funding source. Federally funded contracts must include provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II. Contracts are only authorized to be executed by the Chairman of the Governing Board or the County Manager.
- R. Suspension and Debarment.** No contract shall be awarded to a contractor currently included on the Federal or State listing of suspended or debarred vendors.
- S. Contractor Oversight.** The Requesting Department must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.
- T. Documentation.** Documentation must be maintained within Finance specified centralized content management system detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract as applicable. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- U. Approval by Governing Board.** Governing Board approval is required for any and all contracts greater than \$30,000 in the aggregate. The Governing Board has officially authorized the County Manager to execute contracts less than \$30,000 in the aggregate.

V. Adoption and Modification. The administrative procedures contained in this Policy have been formally adopted by the Governing Board of Pender County and may be implemented as necessary at the staff level to comply with Federal and State law. Official change of these policies must be formally adopted by the Governing Board of Pender County.

III. Exceptions

Non-competitive contracts are allowed **only** under the following conditions:

- A. Routine Expenditures.** A comprehensive listing of routine expenditures is defined in the annual budget ordinance.
- B. Sole Source.** A contract may be awarded without competitive bidding when the item is available from only one source, in the event of a proprietary maintenance contract, or when the vendor has an assigned territory. The Purchasing Department and/or Requesting Department shall document the justification for and lack of available competition for the item. In accordance with NC Procedure of Public Contracts (N.C. G.S. 143-129 (e) 6), all sole source Purchases must be approved by the Governing Board. Service contracts under \$5,000 can be considered sole source without Governing Board approval.
- C. Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding. Public exigency circumstances must be authorized by the County Manager or Finance Director and thoroughly documented.
- D. Federal or State Contract.** A contract may be awarded without competitive bidding when the purchase is made from a Federal or State contract available on the U.S. General Services Administration or N.C. Department of Administration schedules of contracts.
- E. Authorized Cooperative Purchasing Agreement.** A contract may be awarded without competitive bidding when the purchase is made from an authorized Cooperative Purchasing Agreement. Authorized means approved in writing from the Pender County Finance/Procurement Office. Finance/Procurement will verify Cooperative Purchasing Agreement compliance with applicable Federal and State guidelines.
- F. Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the Federal or State agency that awarded the funds so long as awarding the contract without competition is consistent with applicable laws. Note that per State law, local governments can only "piggy-back" on purchases in the formal procurement range.

G. Sale of Personal Property less than \$30,000. The County Manager is authorized to negotiate and conduct private sales of personal property valued at less than \$30,000, without board approval, upon the condition that the property is sold at fair market value. The County Manager must keep a record of all property sold and the sale price.

IV. Specific Procurement Procedures

Either the Purchasing Department or the Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract. All Pender County Policies & General Procurement Standards apply unless otherwise stated.

A. Service Contracts (except for A/E professional services), **Construction and Repair Contracts**, and **Purchase Contracts costing less than \$5,000** shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is determined to be fair and reasonable as authorized by the Finance Department.
2. To the extent practicable, purchases must be distributed among qualified suppliers.
3. In accordance with NC Procedure of Public Contracts (N.C. G.S. 143-129 (e) 6), all sole source purchases must be approved by the Governing Board.

B. Service Contracts (except for A/E professional services), **Construction and Repair Contracts**, and **Purchase Contracts costing \$5,000 up to \$90,000** shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:

1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued). For Pender County policy "adequate number" is determined to be three or more whenever possible, unless otherwise documented.
2. **M/WBE Participation** efforts apply.
3. Contracts greater than \$30,000 require Governing Board approval. Contracts less than \$30,000 in the aggregate do not require Governing Board approval unless sole source exception applied. Contracts under \$30,000 must be authorized by County Manager.

C. Service Contracts (except for A/E professional services) costing \$90,000 up to \$250,000, Construction and Repair Contracts costing \$90,000 up to \$300,000 and Purchase Contracts costing \$90,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and State "formal bidding" procedures (N.C. G.S. 143-129) as follows:

1. **M/WBE Participation** efforts apply.
2. **Cost Analysis** (Section II, Part F) is required prior to soliciting bids.
3. **Complete and Clear Specifications** (Section II Part G) must be made available to all bidders.
4. **Formal/Sealed Bid Advertising & Opening** (Section II, Part L) procedures must be followed.
5. For Construction and Repair Contracts, a separately sealed 5% bid bond is required of all bidders to count towards minimum. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
6. Contracts greater than \$30,000 require Governing Board approval.

D. Service Contracts (except for A/E professional services) costing \$250,000 and above may be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)) when the "sealed bid" procedure is not appropriate for the particular type of service being sought. This determination is made only by the Finance Department. The procedures are as follows:

1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit an "adequate number" of qualified bids. For Pender County policy "adequate number" is determined to be three or more whenever possible, unless otherwise documented.
2. **M/WBE Participation** efforts apply.
3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and awarding the winning bid.
6. Contracts greater than \$30,000 require Governing Board approval.

E. Construction or repair contracts involving a building costing \$300,000 and above must comply with the following additional requirements under state law:

1. Formal HUB (historically underutilized business) participation required under N.C. G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under N.C. G.S. 143-128(a).
3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under N.C. G.S. 143-129(a1).

F. Construction and repair contracts costing \$500,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (N.C. G.S. 143-129) as follows (for buildings, these items are in addition to Item H above):

1. **M/WBE Participation** efforts apply.
2. **Cost Analysis** (Section II, Part F) is required prior to soliciting bids.
3. **Complete and Clear Specifications** (Section II Part G) must be made available to all bidders.
4. **Formal/Sealed Bid Advertising & Opening** (Section II, Part L) procedures must be followed. NOTE a minimum of 3 bids must be received in order to open all sealed bids. If 3 are not received, project must rebid and at that time any bid can be considered regardless of the number received.
5. For Construction and Repair Contracts, a separately sealed 5% bid bond is required of all bidders to count towards minimum. Performance and payment bonds of 100% of the contract price is required of the winning bidder.

G. Contracts for Architectural and Engineering Services using the Qualifications Based Selection Process shall be procured using the state "Mini-Brooks Act" requirements (N.C. G.S. 143-64.31) as follows:

1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. **M/WBE Participation** efforts apply.
3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department.
4. Proposals must be solicited from an "adequate number of qualified sources" (an "adequate number" is considered three or more unless express written authorization obtained from County Manager or Finance/Procurement Office).
5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm. Price cannot be a factor in the initial selection of the most qualified firm.
6. Consider all responses to the publicized RFQ to the maximum extent practical.
7. Rank respondents based on qualifications and select the best qualified firm.
8. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
9. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing Board approval is required unless the Governing Board has delegated award authority to an individual official or employee.
10. For State and Locally funded projects, the County Manager is authorized to exempt the County from the requirements of N.C. G.S. 143-64.32 (commonly referred to as the Mini-Brooks Act). This exemption provides the county with the ability to select an architect, engineer, surveyor, or alternative construction delivery method firm by whatever method it chooses (or no method at all). This exemption is capped at \$50,000, meaning the estimated cost of the contract cannot exceed this amount. Contracts with an estimated cost of \$50,000 must be procured via Qualification Based Selection (QBS). This exemption does not preclude or waiver any other county, state, or federal procurement requirement. Regardless of means of selection of services, all expenditures over the purchase order limit of \$30,000 must obtain Governing Board approval and have an executed agreement signed by the County Manager.

V. Conflicts of Interest and Gifts

This provision is to establish conflicts of interest guidelines that meet or exceed those required under 2 C.F.R. § 200.318(c)(1). This applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in part or whole with federal or State financial assistance (direct or reimbursed). This policy also applies to any subrecipient of the funds.

The employee responsible for managing a federal or State financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all officers, employees, elected officials, governing body members, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

A. Conflicts of Interest. In addition to the prohibition against self-benefiting from a public contract under N.C. G.S. 14-234, no officer, employee, elected official, governing body member, or agent of Pender County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal or State award if he or she has a real or perceived conflict of interest. A real or perceived conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from award of a contract:

1. the officer, employee, elected official, governing body member, or agent involved in the selection, award, or administration of a contract;
2. any member of his or her immediate family (as defined in Personnel Policy);
3. his or her partner; or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee, elected official, governing body member, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. The County Manager and elected officials should report any conflict of interest directly to the Governing Board via the Chairman of the Board. Any such conflict shall be disclosed in writing to the federal or State award agency or pass-through entity in accordance with applicable Federal or State awarding agency policy.

Contractors that are related to County personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding or accepting award of County contracts.

- B. Gifts or Favors.** In addition to the prohibition against accepting gifts and favors from vendors and contractors under N.C. G.S. 133-32, officers, employees, elected officials, governing body members, and agents of Pender County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Exceptions include but are not limited to: honoraria, souvenirs/promotional items of nominal value (less than \$25), meals at banquets, gifts to professional organizations, and non-business customary gifts from family and friends.
- C. Violations.** Employees violating this policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

LEASE AGREEMENT
Pender County, North Carolina

THIS LEASE AGREEMENT (this "Lease") is made this 11th day of JULY, 2022, by and between **Clayton Properties Group, Inc., d/b/a Mungo Homes**, a Tennessee corporation (the "Lessor"), and **Pender County**, a political body (the "Lessee"). Lessor and Lessee each may be referred herein as a "Party" or, collectively, as the "Parties".

RECITALS

A. Lessor is the owner of certain real property located in Pender County, North Carolina, and more particularly described on Exhibit A attached hereto and incorporated herein (the "Leased Premises").

B. Lessee is desirous of leasing the Leased Premises from Lessor, and Lessor desires to lease the Leased Premises to Lessee on the terms, covenants and conditions more fully set forth herein this Lease.

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

1. Lease. Lessor does hereby let, lease and demise the Leased Premises unto Lessee, and Lessee does hereby lease the Leased Premises from Lessor.

2. Conservation Easements. Lessee acknowledges that the Leased Premises is subject to the following conservation easements (collectively, the "Conservation Easements"): (i) Upland Conservation Easement by and between Foy Family Limited Partnership and North Carolina Coastal Land Trust dated August 30, 2007 and recorded August 31, 2007 in Book 3307 at Page 244, records of Pender County, North Carolina, and (ii) Water Quality Conservation Easement by and between Foy Family Limited Partnership and North Carolina Coastal Land Trust dated August 30, 2007 and recorded August 31, 2007 in Book 3307 at Page 220, records of Pender County, North Carolina. Lessee acknowledges that it has had the opportunity to review the terms, conditions, requirements and prohibitions of the Conservation Easements and warrants to Lessor that it shall comply with the terms, conditions, requirements and prohibitions of the Conservation Easements, as Lessor is entering into this Lease in reliance thereon. Lessor has (1) the right to enter upon the Leased Premises from time to time as Lessor deems necessary to monitor for compliance with the terms of the Conservation Easements, and (2) the right, but not the obligation, to undertake any work which may be required to ensure compliance with the Conservation Easements.

3. Term. The primary term of this Lease shall be the period commencing on the 11th day of JULY, 2022, and terminating on the date the Leased Premises is conveyed by Lessor to Lessee pursuant to Section 6 herein (the "Term"), unless earlier terminated pursuant to the terms of this Lease. Lessor or Lessee may agree to terminate this Lease by written notice to the other Party at least thirty (30) days prior to the termination of the Term. Upon the expiration or other termination of this Lease, Lessee shall surrender the Leased Premises in as good condition as when delivered, reasonable wear and tear excepted.

4. Rent. For the Term of the Lease, Lessee shall pay to Lessor, without notice, demand or offset, a yearly rent in the amount of Five and 0/100 (\$5.00) Dollars ("Rent"). Rent shall be due on or before the 15th day of July every year during the Term of this Lease.

5. Use. Lessee shall use the Leased Premises solely for the purpose of operating a nature park pursuant to the terms of the Conservation Easements.

6. Conveyance of Leased Premises. At such time that Lessor is prepared to convey the Leased Premises to Lessee, Lessor shall provide written notice of such intent to Lessee. Lessor shall thereafter convey the Leased Premises to Lessee by limited warranty deed within ten (10) days after providing such notice, and Lessee is committed to the potential future conveyance of the Leased Premises by the Lessor. Upon such conveyance, this Lease will automatically terminate.

7. Assignment and Subletting. Lessee shall not have the right to assign this Lease or sublet the Leased Premises or any portion thereof.

8. Improvements. Lessee may make improvements to the Leased Premises, provided, however, that any such improvements shall not be in contravention to the terms of the Conservation Easements. Lessee shall not allow nor permit waste of the Leased Premises.

9. Hazardous Substances. Lessee shall at all times, at its own cost and expense, comply with all federal, state and local laws, ordinances, regulations and standards ("Hazardous Substance Laws") relating to the use, analysis, production, storage, sale, disposal or transportation of any hazardous materials, including oil or petroleum products or their derivatives, solvents, PCB's, explosive substances, asbestos, radioactive materials or waste, and any other toxic, ignitable, reactive, corrosive, contaminating or pollution materials ("Hazardous Substances") which are now or in the future subject to any governmental regulation. Lessee shall not place or allow any Hazardous Substances upon the Leased Premises.

10. Taxes. Lessor shall pay all taxes, assessments, and other charges which may be levied, assessed or charged against the Leased Premises.

11. Utilities. Lessor shall be responsible for payment for all utility services required on the Leased Premises.

12. Repairs and Maintenance. Lessee shall, at all times during the Term, at its own cost and expense, put, keep and maintain the Leased Premises and all fixtures and personalty located on it in good order and condition, normal wear and tear excepted. Lessee shall make all necessary repairs, restorations and replacements thereof, structural and nonstructural (hereinafter collectively called "Repairs"), and shall use all reasonable precaution to prevent waste, damage or injury.

13. Inspection. Lessor or its representatives shall have the right to enter the Leased Premises, with reasonable prior notice, to ascertain if the Leased Premises are in proper repair and condition; provided, however Lessee's business operations being conducted in the Leased Premises shall not be unreasonably disturbed or interfered with during such entry.

14. Notices. Any notice that may be required under this Lease shall be addressed to the party to whom it is intended and delivered (i) personally, (ii) by certified mail, return receipt requested, or (iii)

by nationally recognized overnight courier. Notices shall be deemed delivered (a) when handed to a known agent of a party, if delivered personally, (b) three (3) business days after deposit in a valid receptacle of the United States mail, or (c) the date following deposit with a nationally recognized overnight courier for next day delivery.

To Lessor to: _____
Attn: _____
Telephone: _____
E-mail: _____

To Lessee to: _____
Attn: _____
Telephone: _____
E-mail: _____

15. Quiet Enjoyment: Lessee shall have quiet and peaceful possession of the Leased Premises during the term of this Lease as against the acts of Lessor.

16. Insurance. Lessee shall maintain Commercial General Liability Insurance applicable to the Leased Premises and its appurtenances of at least \$2,000,000 per occurrence ("Lessee's Insurance"). Lessee's Insurance shall: (i) be written by insurance companies duly licensed in the State of North Carolina, and having a "General Policyholders Rating" of at least A, VII, as set forth in the most current issue of "Best's Insurance Guide," (ii) be primary and non-contributing with any other insurance available to, or carried by, Lessor; and (iii) with respect to Commercial General Liability Insurance, shall name Lessor as an additional insured.

On or before the Commencement Date, and again at least ten (10) days before any insurance policy required of Lessee hereunder or otherwise maintained by Lessee shall expire, Lessee will deliver to Lessor an original certificate of all such insurance (or, as the case may be, certificate evidencing the renewal of all such insurance) and such other evidence satisfactory to Lessor of the maintenance of all insurance coverages required of Lessee hereunder

17. Intentionally deleted.

18. Enforcement/Attorneys' Fees. If any action at or in equity shall be brought to recover any rent under this Lease, on account of any breach, of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease Agreement, or for the recovery of the possession of the Leased Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's cost, a reasonable attorneys' fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

19. General Provisions.

a. Authority. Each Party hereby represents and warrants to the other Parties that it has the full power and authority to enter into and to execute this Lease, and that all necessary corporate or company action has been taken to duly authorize the execution, delivery and performance of this Lease.

b. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

c. Severability. If any provision of this Lease or the application of any provision of this Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease or the application of that provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

d. Captions. Headings and captions to the sections in this Lease are included for convenience only and do not modify any of the terms of this Lease.

e. Further Assurances. Each party to this Lease will, at its own cost and expense, execute and deliver such further documents and instruments and will take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Lease.

f. No Partnership. Nothing contained in this Lease shall be construed to make the Parties hereto partners or joint venturers or render any of said Parties liable for the debts or obligations of the other.

g. No Waiver. No term, covenant, representation, warranty or condition of this Lease may be waived without the execution of a written instrument signed by the Lessor. The failure of Lessor at any time to require performance of any provision under this Lease, or to exercise any remedy available to it hereunder or at law, shall in no manner affect the right of Lessor to enforce or exercise the same at any later date. Furthermore, no waiver by Lessor of any condition, term, covenant, representation, remedy or warranty contained in this Lease or available at law, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of the same.

h. Governing Law and Venue. This Lease shall be exclusively governed by and construed in accordance with the laws of the State of North Carolina. Any action brought by any party hereto shall be brought within the State Court of Pender County.

i. Counterparts. This Lease may be executed in multiple counterparts, the signatures pages of which may be compiled to constitute an original document.

j. Entire Agreement. This Lease and any attached addenda constitute the entire agreement between the Parties, and no oral statement or amendment not reduced to writing and signed by all Parties shall be binding.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed, the day and year first above written.

LESSOR

CLAYTON PROPERTIES GROUP, INC.

A Tennessee Corporation

By:

Name: James Lee McLoud

Its: Assistant Secretary

STATE OF South Carolina

COUNTY OF Charleston

(County where acknowledgment taken)

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity(ies) indicated above: James Lee McLoud

Date: 7/11/2022

Official Signature of Notary: Jessica Bullock
[As name appears on seal]

Printed Name of Notary: Jessica Bullock
[As name appears on seal]

My commission expires: 10/21/2025

[AFFIX OFFICIAL SEAL]



IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed, the day and year first above written.

LESSEE

PENDER COUNTY

By: David Piepmeyer
Name: David Piepmeyer
Its: Chairman Pender Co. Board of County Commissioners

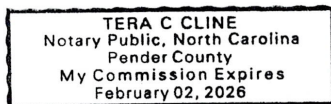
STATE OF North Carolina
COUNTY OF Pender
(County where acknowledgment taken)

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity(ies) indicated above: David Piepmeyer

Date: 7-11-2022

Official Signature of Notary: Tera C Cline
[As name appears on seal]

Printed Name of Notary: Tera C Cline
[As name appears on seal]



My commission expires: 2/2/2026

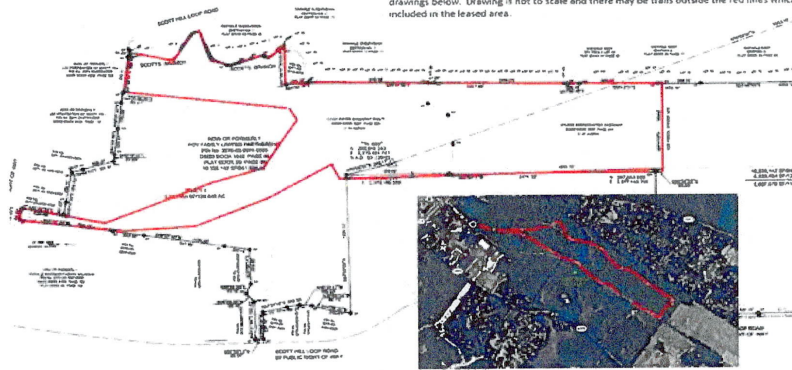
[AFFIX OFFICIAL SEAL]

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

Margaret C. Blue
Finance Officer

EXHIBIT A

Leased property includes all of Clean Water Easement Tract 31.64 acres, Upland Conservation Easement 31.07 acres, along with Abbey Nature Preserve entrance off Hwy 17, Farm Road, parking and trails within Tract 1 as recorded 6/19/22 Plat Bk 70, PG 63 and represented in the drawings below. Drawing is not to scale and there may be trails outside the red lines which are included in the leased area.





Pender County Proposed School Bond Order Adoption & Resolution Regarding Publication of Bond Referendum

TO: Board of County Commissioners
FROM: Bob Jessup
DATE: August 1, 2022
SUBJECT: Proposed School Bond Order Adoption & Resolution Regarding
Publication of Bond Referendum

SUMMARY:

This item is to adopt the Bond Order Authorizing the Issuance of Pender County General Obligation School Bonds in the maximum amount of \$178,000,000, subject to Voter approval and Resolution Authorizing Publication of Bond Order and details on Bond Referendum.

ACTION REQUESTED:

Proposed School Bond Order Adoption & Resolution Regarding Publication of Bond Referendum

Proposed School Bond Order for Adoption

**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.

**Resolution regarding publication of Bond Order
and details for bond referendum**

WHEREAS, there has been adopted at this meeting a Bond Order entitled as follows:

**Bond Order Authorizing the Issuance of Pender County General
Obligation School Bonds in the Maximum Amount of \$178,000,000,
Subject to Voter Approval**

AND WHEREAS, the Bond Order is to take effect when approved by the voters;

AND WHEREAS, the General Statutes require certain additional actions to complete the process of authorizing the bonds and the bond referendum;

BE IT THEREFORE RESOLVED by the Board of Commissioners of Pender County, North Carolina, as follows:

1. The Clerk to this Board is directed to publish a notice of the adoption of this Bond Order, in the form provided for in Section 159-58 of the General Statutes, one time in a newspaper having general circulation in the County.
2. The Bond Order will be subject to a bond referendum to be held within the County on November 8, 2022.
3. The ballot question will be in the following form:

PENDER COUNTY SCHOOL BONDS

Shall the order authorizing Pender County general obligation bonds in the maximum amount of \$178,000,000 plus interest to pay capital costs of providing school facilities and paying related costs, and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on the bonds, as adopted by the County's Board of Commissioners on August 1, 2022, be approved?

Yes ____

No ____

4. The Board directs the Clerk to this Board to transmit a certified copy of this resolution to the Pender County Board of Elections within three days after today.

5. The Board requests that the Pender County Board of Elections conduct the referendum in the manner provided for by law.

6. The Board directs the Clerk to this Board to publish notice of the bond referendum as required by Section 159-61 of the General Statutes.



**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.

**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 _____ day of _____, 2022.

David Piepmeyer, Chair
Board of Commissioners

ATTEST:

Tera Cline
Clerk to the Board



**Pender County
Approval of Sale of Surplus Property &
Results of Auction - 100 E Church Street,
Atkinson**

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 11, 2022
SUBJECT:	Approval of Sale of Surplus Property & Results of Auction - 100 E Church Street, Atkinson

SUMMARY:

Please consider attached documentation of results of auction for surplus property located at 100 E Church Street in Atkinson.

It is recommended that parcel number 2248-94-8932-0000 be sold to the highest bidder, Adam Forrest of Angier, NC, for \$9,000. The attached letter indicates the details of his plans for the property. The tax value for this property is listed at \$18,885, but the building is a liability to the County as it sits in disrepair.

ACTION REQUESTED:

Approval of Sale of Surplus Property & Results of Auction - 100 E Church Street, Atkinson

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



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

Auction results for sale of real property

6/21/2022

Dear County Manager,

For your consideration is the results of the auction for 100 East church St in Atkinson (parcel number 2248-94-8932-0000). Mr. Adam Forrest of Angier was the highest bidder at \$9,000.00. After talking to Mr. Forrest, he has stated his plans for the property is to rehab the building and turn the upstairs to apartments and the bottom into a store front. The County has informed the Town of Atkinson of the results of the auction, and they do not object to Mr. Forrest plans. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager

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



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

Andy Devane

From: ClientServices@govdeals.com
Sent: Friday, June 17, 2022 8:38 AM
To: Andy Devane
Cc: Andy Devane
Subject: [External]GovDeals Seller's Certificate: 1-0617220837-22325

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

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

BUYER (#1335604)		SELLER (#22325)	
Name:	Adam Forrest	Agency:	Pender County - Real Estate, NC
Company:	Forrest,Adam	Contact:	Andy Devane
Title To:	Adam Forrest	Phone:	910-259-1467
Phone:	919-604-5002	Fax:	910-259-1574
Email:	adamsforrest3@gmail.com	Email:	adevane@pendercountync.gov
Address:	34 N Broad St E Angier, NC 27501	Address:	805 S Walker St PO Box 1578 Burgaw, NC 28425-5001

ITEM INFORMATION FOR ASSET ID: 1			
Item:	TAX FORECLOSURE SALE-GENERAL STORE		
Pick Up Location:	805 S Walker St, PO Box 1578, Burgaw, NC 28425-5001		
Inventory ID:	2248-94-8392-0000	Account ID:	22325
Condition:	Used/See Description	Quantity:	1 each
Make/Brand:	Not Provided	Model:	Not Provided
VIN/Serial:	Not Provided	Model Year:	Not Provided
Meter:	Not Provided	Title Restrictions:	Not Applicable

Date	Item		Amount
17 Jun 2022 08:37 AM ET	TAX FORECLOSURE SALE- GENERAL STORE		USD \$9,000.00
	Buyer's Premium	7.50%	USD \$675.00
	Taxes	Tax:	USD \$607.50
		BP Tax:	USD \$45.56
		Total	USD \$10,328.06

Payment Instructions:

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

PAYMENT

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

Note:

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

SALES TAX

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

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

Removal Instructions:

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

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

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

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

Special Instructions:

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

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

Description:

Located at 100 E Church St in Atkinson NC (Parcel # 2248-94-8392-0000) is a General Store that was built in 1901 sitting on 0.06 acres zoned for commercial. The building size is 2,240 square feet. Property does have a shared septic system with the building next door that will need to be resolved with the owner next door and the building has structural issues with the roof that needs to be addressed as soon as possible. Winning bid is subject to seller approval. Pender County reserves the right to accept or decline any and all bids.

In addition to the winning bid, the winning bidder will pay all closing costs including the seller's representation fee of \$400.

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 as a surplus asset that will be sold as individual on GovDeals.com after board approval for a duration of 30 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 BOCC meeting on
5/16 2022

Pender County Authorized Representative

ATTEST:

County Clerk



TOWN OF ATKINSON

P. O. Box 160
200 North Town Hall Avenue
Atkinson, NC 28421
Phone (910) 283-7341 Fax (910) 283-7341
atkinsontownclerk@yahoo.com

April 13, 2022

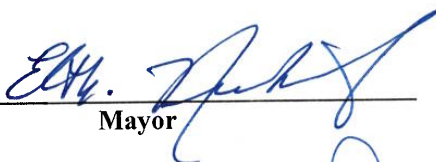
Chad McEwen, Pender County Manager

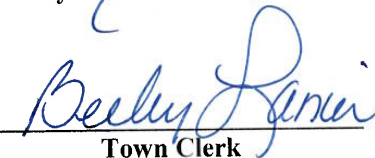
Property: 100 East Church St Atkinson NC 28421

A Motion was made by Commissioner Penny Stith and seconded by Commissioner Gary Alsup to request the County of Pender to proceed with the sale of the real property located at 100 East Church Street (NC Highway No.53); Atkinson, North Carolina since the Town of Atkinson does not wish to receive the real property and use it for public purposes. The Town of Atkinson does hereby surplus its ownership interest in the real property located at 100 East Church Street Atkinson North Carolina The motion was unanimously approved by the Board of Commissioners.

Adopted on April 07, 2022

Town of Atkinson

By: 
Mayor

Attested to: 
Town Clerk



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

4/25/2022

Dear County Manager,

For your consideration is a proposed sale of parcel number 2248-94-8392-0000 located at 100 E Church Street in Atkinson that we acquired on 11/13/2019 thru tax foreclosure proceedings. The parcel consists of a two-story brick building on 0.06 of an acre. The deed on file show that we co-own it with the Town of Atkinson. The estimated tax value of the parcel is \$18,885.00 in GIS which included the land and building.

I have spoken to the Town Clerk, Becky Lanier, and the Town Commissioner, Penny Stith, about their interest in the property and if they were open to the sale of the parcel. The Town has been made aware of a potential lawsuit from the next-door neighbor due to the roof falling onto her building because of this the Town is highly interested in getting rid of the parcel. The building is in poor condition and has structural damage. The County owns 69.74% and the Town owns 36.26% in the parcel. The proceeds of the sale would be split based on ownership rights.

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

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

Sincerely,

Andy Devane

Asset Manager

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



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



**Pender County
Approval of Offer & Authorize Closing
Process for Sale of Surplus Property -
Parcel 3237-23-0468-0000, US Hwy 117
Rocky Point**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: July 11, 2022
SUBJECT: Approval of Offer & Authorize Closing Process for Sale of Surplus
Property - Parcel 3237-23-0468-0000, US Hwy 117 Rocky Point

SUMMARY:

Please consider attached documentation of bid for surplus property - parcel number 3237-23-0468-0000 on US Hwy 117 in Rocky Point. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

It is recommended that the \$10,400 bid from Bahaa Ibrahim for parcel number 3237-23-0468-0000 be accepted by the County and authorize County Manager's Office to begin closing process. The attached letter indicates the details of the bid for this property. The tax value for this property is listed at \$7,850.

ACTION REQUESTED:

Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3237-23-0468-0000, US Hwy 117 Rocky Point

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



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

Auction results for sale of real property

7/15/2022

Dear County Manager,

For your consideration is the results of the auction for 3237-23-0468-0000 on US HWY 117 in Rocky Point. Mr. Bahaa Ibrahim of Wilmington was the highest bidder at \$10,400.00. After talking to Mr. Ibrahim, he has stated his plans for the property is to clear the lot and develop it. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager

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



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

Andy Devane

From: ClientServices@govdeals.com
Sent: Friday, July 8, 2022 3:56 PM
To: Andy Devane
Cc: Andy Devane
Subject: [External]GovDeals Seller's Certificate: 2-0708221553-22325

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

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

BUYER (#2668560)		SELLER (#22325)	
Name:	Bahaa Ibrahim	Agency:	Pender County - Real Estate, NC
Company:	Ibrahim,Bahaa	Contact:	Andy Devane
Title To:	Bahaa Ibrahim	Phone:	910-259-1467
Phone:	910-232-2849	Fax:	910-259-1574
Email:	baha_r@yahoo.com	Email:	adevane@pendercountync.gov
Address:	7301 Featherstone Ct Wilmington, NC 28411	Address:	805 S Walker St PO Box 1578 Burgaw, NC 28425-5001

ITEM INFORMATION FOR ASSET ID: 2			
Item:	TAX FORECLOSURE SALE-WOODED RESIDENTIAL LOT		
Pick Up Location:	805 S Walker St, PO Box 1578, Burgaw, NC 28425-5001		
Inventory ID:	3237-23-0468-0000	Account ID:	22325
Condition:	Used/See Description	Quantity:	1 each
Make/Brand:	Not Provided	Model:	Not Provided
VIN/Serial:	3237-23-0468-0000	Model Year:	Not Provided
Meter:	Not Provided	Title Restrictions:	Not Applicable

Date	Item		Amount
08 Jul 2022 03:53 PM ET	TAX FORECLOSURE SALE- WOODED RESIDENTIAL LOT		USD \$10,400.00
	Buyer's Premium	7.50%	USD \$780.00
		Total	USD \$11,180.00

Payment Instructions:

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

PAYMENT

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

Note:

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

SALES TAX

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

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

Removal Instructions:

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

The buyer is responsible for all aspects of pick-up / removal, including but not

limited to packing, loading, transportation and exporting. **Note: Shipping is NOT available.**

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

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

Special Instructions:

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

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

Description:

Located on Highway 117 in Rocky Point is a 0.19 acre wooded lot zoned for residential use. It is the buyer's responsibility to investigate the property prior to bidding. Winning bid is subject to seller approval. Pender County reserves the right to accept or decline any and all bids. In addition to the winning bid, the winning bidder will pay all closing costs including the seller's representation fee of \$400.

Pender County - Real Estate, NC
805 S Walker St
PO Box 1578
Burgaw, NC 28425-5001

Bill of Sale Date: 08 Jul 2022
Asset ID: 2

Bill of Sale Number: 782022
Inventory ID: 3237-23-0468-0000

Description of Property	Award Amount
TAX FORECLOSURE SALE-WOODED RESIDENTIAL LOT	10400.00

Asset Information



Year: **Make/Brand:** **Model:** **VIN/Serial:** 3237-23-0468-0000
Meter: **Title Restriction:** Not Applicable

Sale Information

Actual Sold Amount:	USD \$10,400.00	Paid On: 11 Jul 2022 Wire Transfer Other Amount Description:
Other Amount:	USD \$0.00	
Buyer's Premium:	USD \$780.00	
Total Amount:	USD \$11,180.00	

Bahaa Ibrahim
7301 Featherstone Ct
Wilmington, NC 28411
USA
baha_r@yahoo.com
9102322849

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: _____
Print Name: _____
Date: _____

Andy Devane

From: ClientServices@govdeals.com
Sent: Monday, July 11, 2022 10:41 AM
To: Andy Devane
Cc: Andy Devane
Subject: [External]govdeals.com Payment Received
Attachments: BillOfSale_22325_2.pdf

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.

Payment has been received for the following asset. The buyer has been notified that the payment has been received. They have been instructed to contact you concerning pickup of the asset. The buyer should present you with the buyer certificate at pickup.

Please print a copy of the Bill of Sale (attached) for each of these assets and have the Buyer sign the Bill of Sale upon removal, or you can log into <https://www.govdeals.net> to print the Bill of Sale.

Thank you for using GovDeals.

Buyer: Bahaa Ibrahim (username: bahita1) baha_r@yahoo.com

The following asset is ready for pickup:

Certificate ID: 2-0708221553-22325

Asset ID: 2

Inventory ID: 3237-23-0468-0000

Description: TAX FORECLOSURE SALE-WOODED RESIDENTIAL LOT

If you have any questions, please contact your Client Account Manager, John Miller at 9199716086.

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

5/24/2022

Dear County Manager,

For your consideration is a proposed sale of parcel number 3237-23-0468-0000 located on US HWY 117 in-between 4105 and 4131 US Hwy 177 in Rocky Point that we acquired on 12/11/2014 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.19 of an acre. The estimated tax value of the parcel is \$7,850.00 in GIS.

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

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

Sincerely,

Andy Devane
Asset Manager

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



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

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



Asset Manager
Andy Devane
(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 as a surplus asset that will be sold as individual on GovDeals.com after board approval for a duration of 30 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).

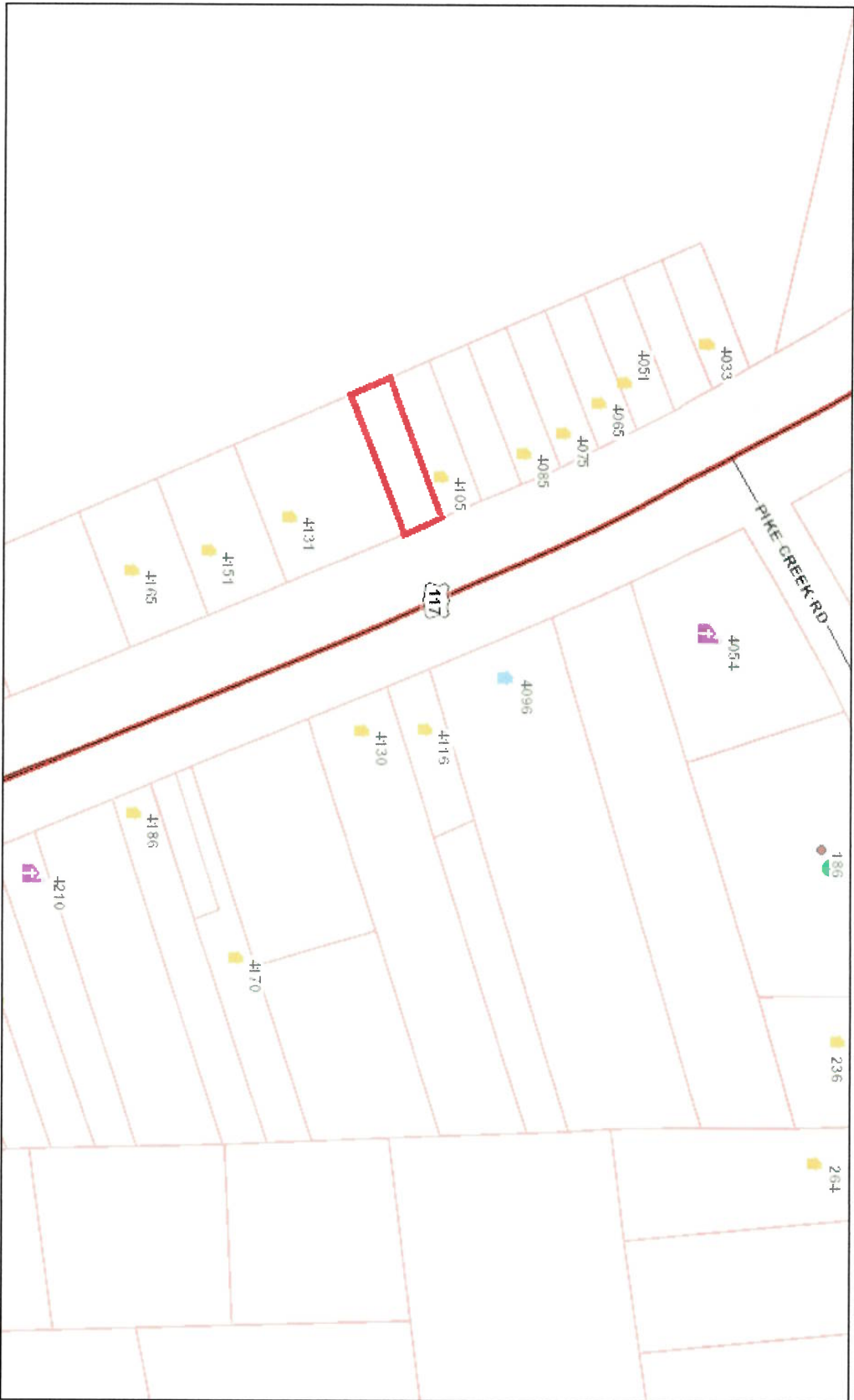
Adopted at a BOCC meeting on
5/16 2022

Pender County Authorized Representative

ATTEST:

County Clerk





PIN: 3237-23-0468-0000
 Owner: PENDER COUNTY

PO BOX 5
 BURGAW, NC 28425
 Deed Ref: 4506/290

Property
 Address: 117 US HWY 117 S
 Description: LT 16 PB 6/46 BORYK & PECORA LOTS

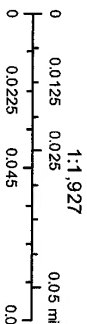
Sale Price: \$2,500
 Sale Date: LAST_SALE_DATE

Plat: 00060046
 Account No: 816789
 Township: BURGAW
 Subdivision:
 Tax Codes: G01 F24 R40

Acres: 0.19
 Land Value: \$7,850

Building Value: \$0
 Total Value: \$7,850
 Deferred Value: \$0
 Exempt Amount: 7850
 PCL Class: G
 Heated Sq Feet:

Pender County



12/11/2014





84506 P0290 12-11-2014
Pender County, NC Register of Deeds Sharon Lear Willoughby PROP
page 1 of 2

Sharon Lear Willoughby Register of Deeds
12-11-2014 15:14:48.000 Pender County, NC
NC REVENUE STAMP: \$ 5.00 (#77759)

Excise Tax \$5.00	Return after recording to → Sherman & Rodgers, PLLC
Parcel ID # 3237-23-0468-0000	Prepared by PO Box 250 Richard T. Rodgers, Jr. Burgaw, NC 28425 ✓

BRIEF DESCRIPTION FOR INDEX →

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
12/11/2014

COMMISSIONER'S
DEED

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

Pender County
PO Box 5
Burgaw, NC 28425

"Grantor"

"Grantee"

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

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

WITNESSETH

That whereas, Richard T. Rodgers, Jr. was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding filed at 13-CVS-860; and Richard T. Rodgers, Jr. was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas, Richard T. Rodgers, Jr., commissioner, did on 09/19/2014, offer the land hereinafter described at a public sale at the Pender County Courthouse door, and Pender County became the last and highest bidder for said land for the sum of \$2,426.16; and the sale having been confirmed, and Richard T. Rodgers, Jr., commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

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

Being all of Lot #16 of the Boryk-Pecora Subdivision as the same is shown on a map recorded in Map Book 6 at Page 46 of the Pender County Registry. Reference to which is made for a more accurate and complete description.

Parcel ID: 3237-23-0468-0000

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

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

(Entity Name)

USE BLACK INK ONLY



(Seal)

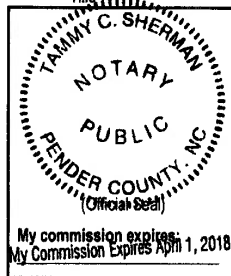
Richard T. Rodgers, Jr., Commissioner

By: _____

Title

By: _____

Title

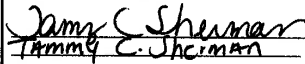


STATE OF NORTH CAROLINA, PENDER COUNTY

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

Richard T. Rodgers, Jr., Commissioner

↓ ↓ Official Signature of Notary ↓ ↓



← Printed (or typed) Name of Notary

12-11-14

Date:

STATE OF NORTH CAROLINA

FILED

IN THE GENERAL COURT OF JUSTICE

COUNTY OF PENDER

2011 DEC 12 AM 8:40

SUPERIOR COURT DIVISION

COURT FILE #: 13-CVS-860

PENDER COUNTY

PENDER CO., C.S.C.
Plaintiff(s),

v.

AURTHUR HOLMES, owner et. al.

BY

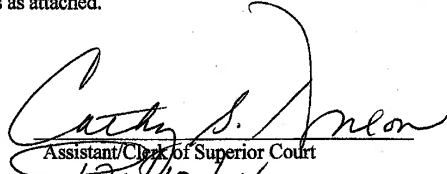
Defendant(s).

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 attached.



Richard T. Rodgers, Jr., Commissioner



Assistant/Clerk of Superior Court

12/12/14
Date of Audit and Approval

SV - 3237-23-0468-0000 13-CVS-860 - Holmes

PROTAX IS A DIVISION OF SHERMAN & RODGERS, PLLC - PO BOX 250, BURGAW, NC 28405 - (910) 259-2615
[HTTP://SHERMANANDRODGERS-PUBLIC.SHAREPOINT.COM/PROPERTY-FORECLOSURE](http://SHERMANANDRODGERS-PUBLIC.SHAREPOINT.COM/PROPERTY-FORECLOSURE)

Report of Sale Calculations for - 3237-23-0468-0000

Item	Incoming	Outgoing	Pre-Paid by Cty
Purchaser	\$2,434.26		
Pender County - Costs (court filings)			\$220.00
Pender County - Costs (service)			\$225.00
Pender County - Costs (publications)			\$85.20
Pender County ROD (revenue stamps)		\$5.00	
Pender County - Deed Filing Fees		\$26.00	
Pender County - Taxes			\$159.75
Sherman & Rodgers - Costs Advanced		\$142.00	
Sherman & Rodgers - Legal Fees		\$750.00	
Sherman & Rodgers - Commissioner's Fees		\$121.31	
Lawrence Boehling - Guardian ad litem fees		\$500.00	
Lawrence Boehling - Military Attorney fees		\$200.00	
TOTALS		\$1,744.31	\$689.95

Distribution Statement

Check to Pender County - Taxes	\$0.00
Check to Pender County - Costs	\$0.00
Check to Pender County - Publications	\$0.00
Check to Pender Registry	\$31.00
Check to Sherman & Rodgers	\$1,013.31
Check to Larry Boehling	\$700.00
TOTAL	\$1,744.31

SHERMAN AND RODGERS PLLC
OPERATING ACCOUNT
2109 CAPITAL DRIVE SUITE 170
WILMINGTON, NC 28405

PNC Bank, N.A. 040

5444

DATE 12-11-14 AMOUNT \$700.00

Seven hundred & no/100

PAY TO THE ORDER OF Lawrence Boehling

13-CVS-860-Holmes (GAL fee)

APPROVED SIGNATURE

⑈005444⑈ ⑆054000030⑆ 5321834703⑈

SHERMAN AND RODGERS PLLC
OPERATING ACCOUNT
2109 CAPITAL DRIVE SUITE 170
WILMINGTON, NC 28405

PNC Bank, N.A. 040

5445

DATE 12-11-14 AMOUNT 431.02

Thirty-one & 2/100

PAY TO THE ORDER OF Pender City Register of Deeds

13-cus-860-Holmes

AUTHORIZED SIGNATURE

⑈005445⑈ ⑆054000030⑆ 5321834703⑈

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	NET INVOICE AMOUNT	PO NO.	VOUCHER
12/08/14	230055	#3229-00-6934-0000	1,144.31		
12/08/14	230057	#3237-23-0468-0000			
27383 Sherman & Rodgers			3,158.92	276507	

PENDER COUNTY
GENERAL FUND
 P.O. BOX 1876
 BURGAW, N.C. 28425
 PHONE: (910) 258-1262

BANK OF AMERICA
 ACH EST 06300195

CHECK NO. **276507**

THIS DISBURSEMENT HAS BEEN APPROVED AS REQUIRED BY THE LOCAL GOVERNMENT AND FINANCE CONTROL ACT.

VENDOR	CHECK DATE	CHECK AMOUNT
27383	12/08/2014	\$3,158.92

*****3,158 DOLLARS AND 92 CENTS

VOID AFTER 180 DAYS

PAY
 TO THE ORDER OF **Sherman & Rodgers**
P.O. Box 250
BURGAW NC 28425

L. Cantelero
Ada M. Simmons

276507# 053000195# 000609000305#



Pender County Request for Board action

TO: Board of County Commissioners
FROM: Alan Cutler
DATE: August 1, 2022
SUBJECT: Approval of Budget Amendment for State Seizure Budget for Fiscal Year 2022-2023

SUMMARY:

Pender County Sheriff's Office is requesting approval of Budget Amendment for State Seizure account for Fiscal Year 2022-2023. The budget will be as follows:

14-403300 \$10,000
14-404500 \$10,000
14-405500 \$1,500
14-407403 \$30,000

ACTION REQUESTED:

Approval of Budget Amendment for State Seizure Budget for Fiscal Year 2022-2023

Pender County Budget Ordinance Amendment

Date Tuesday, July 19, 2022
Board Meeting Date (If Applicable) Monday, August 1, 2022

Fiscal Year FY 2022-2023 **Fund** 14 - STATE SEIZ

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request
State Seizure Budget for Fiscal Year 2022-2023

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	14-39900	Fund Balance Approp	51,500
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	14-403300	Supplies	10,000
2	14-404500	Contracted Services	10,000
3	14-405500	Training	1,500
4	14-407403	Capital Outlay/vehicle	30,000
5			
6			
7			
8			
9			
10			
11			

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

Total Revenues 51500

Total Expenditures 51500

Budget Amendment Balances when Zero. 0

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

PENDER COUNTY COMMISSIONER COMMITTEE ASSIGNMENTS (Revised December 3, 2018)

COMMISSIONER AND BOARD	MEETING DATE	LOCATION	COUNTY FUNDING	APPOINTMENT INFO
McCoy Animal Shelter Advisory Committee Cape Fear River Program Cape Fear RPO-RTAC Committee Fire Commission	April/October and as needed. 4th Tuesday/bi-monthly 3rd Friday, meets 5 times per year - will va 4th Tuesday monthly	Center for Marine Science-Masonboro Loop Various Fire Stations	Health Department Outside Agency Appro. Dues Set district tax rates	Commissioner Citizen or Commissioner Citizen or Commissioner Citizen or Commissioner
Plepmeyer Planning Board Alternate Topsail Island Shoreline Protection Wilmington Area MPO Tourism Development Authority	1st Tuesday monthly 4th Thursday monthly Last Wednesday monthly 3rd Wednesday monthly (except Apr, Mar, Various/Announced	BOCC Meeting Room Alternate between 3 towns Wilmington City Hall	No Beach Nourishment Appro. Dues Yes	Citizen or Commissioner Citizen or Commissioner Commissioner Citizens/Commissioners
Brown Advisory Board of Health Cape Fear COG Cape Fear RPO-RTAC Committee Nursing/Adult Care Workforce Development Smart Start of Pender County	2nd Thursday, quarterly Sets Schedule yearly - Not set for 2021 3rd Friday, meets 5 times per year - will va 2nd Friday, quarterly No set date per COG Office	Varies, Health Department Conference Room/Ann Health Department Appro. COG Office-Harbour Dr., Wilim. Cape Fear Council of Governments Office Varies between Topsail and Burgaw Senior Center COG Office-Harbour Dr., Wilim.	Dues Dues No Dues	Commissioner Any Elected Official Citizen or Commissioner Citizen or Commissik Reappointed 12/3/2019 - 2yr Commissioner Commissioner
Newton Lower Cape Fear W/S Authority Southeastern Economic Development Juvenile Crime Prevention Council Pender Housing Initiative Wallace Airport Comm	2nd Monday monthly 4th Tuesday (if warranted) 1st Thursday every 2 months As Needed 4th Thursday monthly	LCFWSA Office-1107 New Point Blvd. Leland Bladen County Library-Elizabethtown Agricultural Extension Conference Room Various/Announced Wallace Airport	Capacity Purchase Yes Via State Appropriation Yes Budget Appropriation	Citizen or Commissioner Any Elected Official Commissioner Citizen or Commissioner Citizen or Commissioner
Williams Pender EMS & Fire Hampstead Kiwanis Park Board New Hanover Regional Hospital Bd Pender Memorial Hosp. Bd. Priority One Committee Wilmington Business Development Work First Planning	2nd Monday monthly 2nd Thursday monthly 4th Tuesday of even months 3rd Wednesday - Even number months As necessary Schedule not set for 2021 As necessary	Pender EMS Facility-Burgaw Hampstead Library NIH 10th Floor Classroom PMH Education Room BOCC Meeting Room WBD Office, Hewlett Dr. Wilmington Social Services Building	Set tax rate Park Maintenance Appro. No No Public Schools Appro. Contract Via Grant Funds (DSS)	Commissioner Citizen or Commissioner Appt. is by PMH Board Citizen or Commissioner Commissioner Commissioner Citizen or Commissioner



Pender County
Approval of Appointment to the Pender
County ABC board representing District
1

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	August 1, 2022
SUBJECT:	Approval of Appointment to the Pender County ABC Board representing District 1

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.

Judy Smith is applying for reappointment to the Pender County ABC board. Her application is attached for the board review. If approved, this appointment will be for 3 years and expire January 31, 2025. We also have, Owen Honeycutt who is applying for appointment to the Pender County ABC board representing District 1. His application is attached for the board review. If approved, this appointment will be for 3 years and expire January 31, 2025.

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 Smith			First Judy			M.I. T		Date 07-26-2022	
Physical Address 204 Loggerhead Blvd						Apartment/Unit #			
City Hampstead			State North Carolina			ZIP 28443			
Mailing Address (if different from above) 204 Loggerhead Blvd									
City Hampstead			State North Carolina			ZIP 28443			
Home Phone (910) 803-0045			Work Phone (919) 222-8999			E-mail Address 1 judy smith0045@gmail.com			
Fax Number						E-mail Address 2			
Board Interest(s) Pender ABC									
How long have you been a resident of Pender County? 11									
EDUCATION									
High School North Duplin			Location Calypso NC						
From	1962	To	1966	Did you graduate?	YES ☒	NO ☐	Diploma		
College Campbell College			Location Buies Creek NC						
From	1966	To	1968	Did you graduate?	YES ☐	NO ☒	Degree		
Other			Location						
From		To		Did you graduate?	YES ☐	NO ☐	Degree		
EMPLOYMENT HISTORY									
Current Employment		Retired				Job Title Retired			
Responsibilities		Retired							
Previous Employment		Pender County ABC				Job Title Manager			
Previous Employment		Mt. Olive Chamber of Commerce				Job Title Receptionist			
Previous Employment		Southern Thoughts Florist				Job Title Owner			
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held: Sunday School teacher Goldsboro Jaycees President of Mt. Olive ABWA Active in neighborhood HOA									

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 ABC Board Member since October 2019.	
State reasons why you feel qualified for this appointment(s):			
I was an ABC store employee in two of the stores for Pender County, full-time and part-time.			
I have served on the Pender County ABC Board for almost 3 years. I was the Store Manager for the Hampstead location.			
MILITARY SERVICE			
Branch		From	To
None			
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 currently serving on the Pender County ABC Board. I would like to continue serving in my position.	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment.			
I know the products, understand the customers and have had relationships with many of the employees. I feel I have a lot of knowledge and insight to contribute, with the goal of making our stores the best they can be.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature			Date

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



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

APPLICANT INFORMATION									
Last Name Honeycutt			First Owen			M.I. L.		Date 06-24-2022	
Physical Address 110 Saltwater Landing Dr						Apartment/Unit #			
City Hampstead			State North Carolina			ZIP 28443			
Mailing Address (if different from above) 110 Saltwater Landing Dr									
City Hampstead			State North Carolina			ZIP 28443			
Home Phone (910) 305-5408			Work Phone			E-mail Address 1 ohoneycutt01@gmail.com			
Fax Number						E-mail Address 2 ohoneycutt01@gmail.com			
Board Interest(s) ABC									
How long have you been a resident of Pender County? 7									
EDUCATION									
High School Hobpton HS			Location Newton Grove NC						
From	1966	To	1970	Did you graduate?	YES ☒	NO ☐	Diploma		
College	University of Mt. Olive			Location Mt. Olive NC					
From	1991	To	1993	Did you graduate?	YES ☒	NO ☐	Degree Bachelors Degree		
Other	Campbell University			Location Burles Creek NC					
From	1994	To	1996	Did you graduate?	YES ☐	NO ☒	Degree		
EMPLOYMENT HISTORY									
Current Employment	(Retired) NC State Bureau of Investigation					Job Title Assistant Special Agent in Charge			
Responsibilities	Oversee program areas including Investigations, Training, SBI Special Agent Academy								
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:									
Clinton Jaycees, President, Chairman of the Board, Lifetime member, NC JCI Senator. NC Jaycees, District Director, Boys & Girls Home Program Chairman. Coastal Pender Rotary. Surf City Rotary, Board of Directors, Membership Chairman.									

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).	
		Surf City Citation Appellate Committee, 1 year.	
State reasons why you feel qualified for this appointment(s):			
I have a desire to serve the county and citizens that have chosen to reside here. I have broad width of knowledge and experience that will be useful in assisting this board in making decisions that will continue to make Pender County the place people want to live.			
MILITARY SERVICE			
Branch <u>Air Force</u>		From <u>1986</u>	To <u>2008</u>
Rank at Discharge <u>SMSGT (E8)</u>		Type of Discharge (optional) <u>Honorable</u>	
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.			
My keen interest in serving and desire to see the best interest of the people of the county implemented.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature		Date	



Pender County Reappointment of Matthew Woods to TDA Board

TO: Board of County Commissioners

FROM: Tera Cline

DATE:

SUBJECT: Approval for Reappointment of Matthew Woods to the Pender County
Tourism Development Advisory Board representing District 4

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.

Matthew Woods is applying for Reappointment to the Pender County Tourism Advisory board representing District 4. His application is attached for the board review. If approved, this appointment will be for 3 years and expire January 31, 2025.

Renewal

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 Woods			First Matthew			M.I. S		Date 05-19-2022	
Physical Address 750 Bridal Creek Dr.						Apartment/Unit #			
City Burgaw			State NC			ZIP 28425			
Mailing Address (if different from above) 750 Bridal Creek Dr.									
City Burgaw			State NC			ZIP 28425			
Home Phone (910) 789-4745			Work Phone (910) 231-3613			E-mail Address 1 Matthew.Woods@nps.gov			
Fax Number						E-mail Address 2 msw0547@gmail.com			
Board Interest(s) Tourism Development Authority									
How long have you been a resident of Pender County? 16									
EDUCATION									
High School Topsail High School			Location Hampstead NC						
From	1996	To	1998	Did you graduate?	YES ☒	NO ☐	Diploma		
College University of North Carolina Wilmington			Location Wilmington NC						
From	2011	To	2012	Did you graduate?	YES ☒	NO ☐	Degree Masters Degree		
Other University of North Carolina Wilmington			Location Wilmington NC						
From	2005	To	2008	Did you graduate?	YES ☒	NO ☐	Degree Bachelors Degree		
EMPLOYMENT HISTORY									
Current Employment		National Park Service				Job Title Superintendent			
Responsibilities		Park Manager							
Previous Employment		National Park Service				Job Title Chief of Interpretation			
Previous Employment		National Park Service				Job Title Education Technician			
Previous Employment		Pender County Schools				Job Title Secondary Social Studies Teacher			
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held:									
Den Leader, BSA Pack 247									
Assistant Baseball Coach, Burgaw Dixie Youth									
Deacon, Moores Creek Baptist 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).	
		I have served as a member of the Pender County TDA since 2016.	
State reasons why you feel qualified for this appointment(s):			
As a representative of a National Park site in Pender County, which is Western Pender County's largest tourist attraction, as well as my years of experience on the Board, I feel qualified to continue working with the TDA to advance tourism opportunities in Pender County.			
MILITARY SERVICE			
Branch <u>Army</u>		From <u>1999</u>	To <u>2006</u>
Rank at Discharge <u>E-6</u>		Type of Discharge (optional) <u>Honorable</u>	
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 am a resident of Pender County, go to church in Pender County, am raising a child in Pender County, and work in Pender County. Pender County is my home, my community, and I would like to work with the TDA to grow tourism in Pender County while keeping tourism dollars in the county.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature			Date



Pender County Approval of an Appointment to the Pender County Tourism Development Authority

TO: Board of County Commissioners
FROM: Tera Cline
DATE: August 1, 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.

Peggy Arsenault is applying for appointment to the Pender County Tourism Development Advisory board representing the open Collector position. Her application is attached for the board review. If approved, this appointment will be for 3 years and expire January 31, 2025.

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 Arsenault			First Peggy			M.I.		Date 06-27-2022	
Physical Address 14016-B NC Hwy 50						Apartment/Unit #			
City Surf City			State NC			ZIP 28445			
Mailing Address (if different from above) 14016-B NC Hwy 50									
City Surf City			State NC			ZIP 28445			
Home Phone (910) 233-8864			Work Phone (910) 328-4444			E-mail Address 1 peggy@treasurerealty.com			
Fax Number (910) 328-0992						E-mail Address 2			
Board Interest(s) Tourism									
How long have you been a resident of Pender County? 23									
EDUCATION									
High School Princeton High School			Location Sharonville OH						
From		To		Did you graduate?	YES ☒	NO ☐			
College Rivier			Location Nashua NH						
From		To	1988	Did you graduate?	YES ☒	NO ☐	Degree Masters Degree		
Other			Location						
From		To		Did you graduate?	YES ☐	NO ☐	Degree		
EMPLOYMENT HISTORY									
Current Employment Treasure Realty			Job Title Broker						
Responsibilities			Vacation Rentals / Sales Support 12years						
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:									
RHOTI volunteer									
Worked Elections for 18 years in Surf City									

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): Worked at Greater Topsail Chamber of Commerce and have worked tourist coming to Topsail Island since for 15 years			
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.			
None			
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 Approval of an Appointment to the Pender County Tourism Development Authority

TO: Board of County Commissioners
FROM: Tera Cline
DATE: August 1, 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.

Alexa Fritz is applying for appointment to the Pender County ABC board representing the at-large open position. Her application is attached for the board review. If approved, this appointment will be for 3 years and expire January 31, 2025.

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 Fritz			First Alexa			M.I. Victori...		Date 07-01-2022	
Physical Address 706 Ann Street						Apartment/Unit #			
City Wilmington			State NC			ZIP 28401			
Mailing Address (if different from above) 706 Ann Street									
City Wilmington			State NC			ZIP 28401			
Home Phone (703) 969-5504			Work Phone			E-mail Address 1 alexafritz@fritzrealtors.com			
Fax Number						E-mail Address 2			
Board Interest(s) TDA									
How long have you been a resident of Pender County? 2									
EDUCATION									
High School TC Williams			Location						
From		To		Did you graduate?	YES ☒	NO ☐	Diploma		
College Liberty University			Location						
From		To		Did you graduate?	YES ☐	NO ☒	Degree Bachelors Degree		
Other			Location						
From		To		Did you graduate?	YES ☐	NO ☐	Degree		
EMPLOYMENT HISTORY									
Current Employment		Fritz Realty LLC				Job Title Broker/Owner			
Responsibilities		Facilitate Clients buying, selling, leasing of property.							
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: Chamber of Commerce board, board of supervisor of Culpeper County, Economic Dev. Culpeper, Girl Scouts, Church Deacon									

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): We own two businesses in Pender county and own the real estate that currently house the businesses. We are members of the chamber of commerce. I have been on other locality boards for Tourism and SBA.			
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.			
Interested in promoting local and small business in Pender county.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature			Date



Pender County Board of Adjustment Appointment

TO: Board of County Commissioners
FROM: Tera Cline
DATE: August 1, 2022
SUBJECT: Approval of an Appointment to the Pender County Board of Adjustment

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 Board of Adjustment representing the District 3 open position. His application is attached for the board review. If approved, this appointment will be for 3 years and expire January 31, 2025.

ACTION REQUESTED:

Approval of appointment to BOA

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 <u>None</u>		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.			
<u>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.</u>			
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