Pender County

Agenda

Board of County Commissioners Meeting
Monday, July 11, 2022 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

		Presenter	Page
1.	CALL TO ORDER		
2.	INVOCATION Commissioner Williams		
3.	PLEDGE OF ALLEGIANCE Commissioner McCoy		
4.	ADOPTION OF AGENDA		
5.	PUBLIC COMMENT		
6.	CONSENT AGENDA		
6.1.	Approval of Purchase Order for GFL for Pender County facilities Solid Waste Disposal & Hauling Services for FY 23 GFL FY23 - Pdf		5 - 22
6.2.	Approval of Tax Releases and Refunds June 2022 Releases and Refunds - Pdf		23 - 25
6.3.	Approval of Surplus Property Advertisement for Auction - West Hayes Street, Burgaw Parcel ID - 3229-00-6934-0000 Surplus - West Hayes Street - 3229-00-6934-0000 - Pdf		27 - 35
6.4.	Approval of Surplus Property Advertisement for Auction - West Hayes Street, Burgaw Parcel ID - 3229-00-5992-0000 Surplus - West Hayes Street - 3229-00-5992-0000 - Pdf		37 - 40
6.5.	Approval of Surplus Property Advertisement for Auction - Industrial Drive, Burgaw Surplus - Industrial Drive Burgaw - Pdf		41 - 44
6.6.	Approval of FY23 Blanket Purchase Orders for Supplies for Water & Sewer POs_WaterSewerSupplies - Pdf		45 - 52
6.7.	Consideration of a purchase order for the lease agreement with Burgaw Now, LLC Output Document (AIR - 2506) - Pdf		53 - 83
6.8.	Approve a Purchase Order for Veterinarian Services to Christy Redfearn-Shelton in the amount of $72,800 Christy Redfearn-Shelton - Pdf		85 - 95
6.9.	Approval to carryover Purchase Order (PO# 455) for Dana Safety Supply in the amount of $1455.19. Carryover Purchase Order for Dana Safety Supply - Pdf		97 - 98

6.10.	Approval to carryover Purchase Order (PO# 454) for Ramey Kemp & Associates in the amount of $7,700. Carryover Purchase Order for Ramey Kemp & Associates - Pdf	99 - 100
6.11.	Approval to carryover Purchase Order (PO# 398) for True IP Solutions in the amount of $19,235.00. carryover Purchase Order for True IP Solutions - Pdf	101 - 103
6.12.	Approval of a Purchase Order for a Contract Medical Director in the amount of $45,000 Christi Ray, D.O. - Pdf	105 - 112
6.13.	Approval of a Purchase Order for Contract Dental Services in the amount of $218,920 Kathy Barnes, DDS, PA - Pdf	113 - 121
6.14.	Approval to carryover Purchase order # 616 for Batteries of NC in the amount of $21,725.26. Carryover Purchase order for Batteries of NC - Pdf	123 - 124
6.15.	Approval to carry over two (2) Purchase Orders for Fairway Ford in the amount of $205,774.00. Carryover Purchase Orders for Fairway Ford - Pdf	125 - 127
6.16.	Approval to carry over Purchase Order (PO# 650) for Willo Products in the amount of $14,076. Carryover Purchase Order for Willo Products - Pdf	129 - 130
6.17.	Approval of the Board of Commissioner Meeting Minutes June 20, 2022 BOCC Meeting Minutes June 20, 2022 - Pdf	131 - 159
6.18.	Approval of Surplus Property Advertisement for Auction - Various Listed Items Surplus - Various Listed Items - Pdf	161 - 164
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. GHSP-year 3 - Pdf	165 - 172
6.20.	Approval of a Purchase Order to Environmental Chemists for Testing and Sampling of PCU's Water & Sewer Plants and Systems for FY23 PO_EnvironmentalChemists_PCUwaterTesting - Pdf	173 - 183
6.21.	Approval of a Purchase Order to Brenntag for Sodium Hydroxide for the Water Treatment Plant for FY23: $145,000 SodiumHydroxideFY23 - Pdf	185 - 186
6.22.	Approval of a Purchase Order to Amerochem for Ferric Sulfate for the Water Treatment Plant for FY23 $250,000 FerricSulfateFY23 - Pdf	187 - 188
6.23.	Approval of a Purchase Order to Amerochem for Aluminum Sulfate for Wastewater Treatment for FY23 PO_Amerochem_AluminumSulfateWWTP - Pdf	189 - 192

6.24.	Approval of a Purchase Order for Health Department Contracted Services to the Pender Board of Education in the amount of $150,000 School Health Nurses - Pdf		193
6.25.	Approval of Purchase Order for Amerochem for Sodium Hypochlorite for the well system for FY23 for $10,000 Output Document (AIR - 2520) - Pdf		195 - 197
6.26.	Request Approval to apply for Community Oral Health Transformation (COrHT) Initiative in North Carolina Grant Dental Clinic Grant Approval - Pdf		199 - 205
6.27.	Approval to roll over purchase order (PO # 391) in the amount of $3454.70 to complete playground repairs. PO 391 - Pdf		207 - 208
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 PO 649 - Pdf		209 - 211
7.	APPROVALS AND RESOLUTIONS		
7.1.	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 1352 Slocum Trail, Currie Slocum Trail - Pdf	Blue	213 - 225
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 Wards Corner Loop Road - Pdf	Blue	227 - 236
7.3.	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 414 N Sunset St, Atkinson 414 N Sunset St Atkinson Offer - Pdf	Blue	237 - 245
7.4.	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 148 Peterson Hill Ave, Burgaw Peterson Hill Ave - Pdf	Blue	247 - 252
7.5.	Proposed School Bond Order Introduction & Resolution Setting Public Hearing & Authorization Bond Order & Resolution for Public Hearing - Pdf	Blue	253 - 256
7.6.	Adoption of updated Uniform Guidance Procurement Policies Updated UG Procurement Policies - Pdf	Blue	257 - 281
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. Axon taser lease- year 4 FY 22-23 - Pdf	Cutler	283 - 291
7.8.	Approval of Lease Agreement for Maintenance and Operation of Abbey Nature Preserve Abbey Preserve Lease Agreement - Pdf	Henley	293 - 302
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 ATTeasementOffer_HampsteadTankSite - Pdf	Keel	303 - 310

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 TentativeAwardOfTankWellsProject - Pdf	Keel	311 - 316

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

18. CLOSED SESSION (IF APPLICABLE).

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

19.1.	General Use Rezoning 2022-31 REZONE 2022-31 - Pdf	Hatcher	317 - 345
19.2.	General Use Rezoning 2022-32 REZONE 2022-32 - Pdf	Adams	347 - 371
19.3.	Special Use Permit 2022-33 SUP 2022-33 - Pdf	Feldman	373 - 389

20. ADJOURNMENT

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Allen Vann
DATE:	July 11, 2022
SUBJECT:	Approval of Purchase Order for GFL for Pender County facilities Solid Waste Disposal & Hauling Services for FY 23

SUMMARY:
Effective January 1, 2018 Pender County entered into a new Solid Waste and Recycling Management Agreement with Waste Industries (now known as GFL-Green For Life) to provide waste management, hauling, and disposal of municipal solid waste, construction/demolition waste, and recycling at the county owned/managed convenience center sites and the Transfer Station. The new contract included significant savings over the previous contract and remains in effect for an initial 5-year term and a recently approved one-year extension for an expiration date of June 30, 2024, and upon mutual agreement may be extended for an additional 5-year term.

Funds have been budgeted for this expenditure. This purchase order request should cover the full FY23 fiscal year for solid waste hauling and disposal services for Pender County facilities.

ACTION REQUESTED:
Approve annual purchase order in the amount of $60,000 to GFL for solid waste disposal and hauling services for Pender County facilities for the FY 23.

ATTACHMENTS:
Contract with GFL (Waste Industries)
One year contract extension

SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT

This **SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT** (this "Agreement") is made and entered into this 1st day of January, 2018 by and between WASTE INDUSTRIES, LLC, a North Carolina limited liability company (the "Company"), and PENDER COUNTY, NORTH CAROLINA, a North Carolina body politic and corporate (the "County").

RECITALS

A. The County desires to ensure the economical and environmentally sound collection of Acceptable Solid Waste and Recyclables (as defined herein) and for the ultimate disposal of such Acceptable Solid Waste at a sanitary landfill and ultimate processing of Recyclables at a reputable Processer through this Agreement.

B. The Company is in the business of collecting of solid waste and recyclables and the disposal of solid waste.

C. The County desires to engage the Company for provision of services related to its transfer station, convenience centers, government locations and schools, and the Company desires to provide such services, all as further set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. As used herein, the following terms shall have the following meanings:

a. "Acceptable Solid Waste" means all solid waste accepted at the County Convenience Sites from individual residents of the County, government locations and schools which is acceptable for disposal at the Disposal Facility, including Household Waste, but specifically excluding Unacceptable Waste.

b. "Agreement" means this Solid Waste and Recycling Management Agreement, as it may hereafter be amended.

c. "Applicable Law" means all applicable federal, state and local laws, statutes, rules, regulations and ordinances.

d. "County Convenience Sites" means the convenience centers owned by the County for receipt of Acceptable Household Waste and Recyclables from County residents and further identified on Attachment A.

e. "Disposal/Processing Facility" means the current locations of Sampson County Disposal Landfill located in Roseboro, NC, Sonoco Recycling Center in Wilmington, NC and/or Pender County Transfer in Hampstead, NC. In the event such facility becomes unavailable for any reason, "Disposal/Processing Facility" will mean an alternate disposal site, transfer station or recycling processor selected by the Company, which facility is, to the Company's knowledge, in compliance with all Applicable Laws. A change in Disposal/Processing Facility may or may not adjust the cost per haul or cost per ton. Also includes any facility for specific materials (recycling or otherwise) as directed by County that the Company can haul with existing certifications and equipment.

f. "Household Waste" means solid waste that is regularly generated or produced by the occupants of a residential dwelling unit during the course of daily activities or in the course of using the dwelling for a residential purpose, including, but not limited to, food scraps, cardboard, bottles, drink cans, paper, wrappings, clothing, furniture and books. Household Waste shall not include Unacceptable Solid Waste.

g. "Initial Term" has the meaning set forth in Section 2.

h. "Recyclables" means empty aluminum and bi-metal beverage cans; empty clear, green or brown glass bottles and food jars; empty plastic containers that pour with a neck smaller than the base of the bottle; (does not include motor oil or pesticide); newsprint and inserts; Mixed paper (copy paper, notebook paper, office & computer paper, junk mail, shoe, soap and cereal boxes); magazines (slick, shiny pages not over ¼ inch thick), corrugated cardboard and other items deemed now or at a later date to be recyclable This list may be amended or updated from time to time; based on the market and demand for such materials and/ or the impact on transportation and processing costs. Currently there is no processing charge for this list of recyclables. If in the future, Sonoco begins charging a processing fee for this list of materials and or changes list of materials, Company will present County with all options/choices for materials to be recycled and processors used to result in best financial choice for County. Any processing fee charged will be billed at actual cost. Documentation will be provided for any processing fees.

i. "Renewal Term" has the meaning set forth in Section 2.

j. "Services" has the meaning set forth in Section 4.

k. "Term" has the meaning set forth in Section 2.

l. "Unacceptable Solid Waste" means:

(i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as

defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the Disposal Facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, dead animals, animal parts, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended;

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Disposal Facility or because of its size, durability or composition cannot be managed or disposed of at the Disposal Facility or has a reasonable possibility of otherwise adversely affecting the operation of the Disposal Facility outside the normal usage expected for the facility; and

(iv) without limiting the foregoing, any other wastes that require special handling or approval from any environmental authority or agency, liquid waste and medical waste.

m. "White Goods" means any and all household appliances (such as washing machines, stoves, etc.) without CFC refrigerants.

2. Term. This Agreement shall be effective for a period beginning on xxxx, 2018 and ending on June 30, 2023 (the "Initial Term"). The parties may mutually agree to extend this Agreement thereafter for additional five year renewal terms (each a "Renewal Term", and together with the Initial Term, the "Term") by mutual agreement of the parties expressed in writing prior to the conclusion of any then current five year term.

3. Insurance. The Company shall at all times during the Term maintain in full force and effect Workers' Compensation, Employers' Liability, Automobile Liability and General Liability coverage written by insurance companies licensed to do business in the State of North Carolina. The Company will name the County as an additional insured for purposes of this contract. The Company agrees to furnish the County with Certificates of Insurance or other evidence reasonably satisfactory to the County to evidence that such insurance has been procured and is in force. Such certificates will contain a provision that the policies will not be cancelled

without providing the County with 30 days' written notice. Insurance coverages will be in at least the following amounts:

Coverage	Minimum Limits of Liability
Workers Compensation	Statutory
Employer Liability	$100,000/$500,000
General Liability	
Bodily Injury	$500,000 each occurrence
Property Damage	$100,000 aggregate
Automobile Liability	
Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
Excess Umbrella Coverage	$3,000,000 each occurrence

4. Services.

(a) The County hereby grants to the Company the exclusive right to provide services at the County Convenience Sites as listed on Attachment A; Transfer Station on Attachment B; and Schools on Attachment C; and Government Buildings on Attachment D. Company will meet with County on a yearly basis to discuss service, equipment and issues that may financially benefit the Company and/or improve customer service to its citizens.

(b) The Company will assign qualified personnel in connection with provision of all Services,. All Company employees providing the services will wear appropriate uniforms that display the name of the Company and identify the individual as an employee of the Company. Each employee will carry a valid operator's license for the type of vehicle such employee is required to operate. All Company employees will receive appropriate operation and safety training.

(c) All waste being transported by the Company will be so contained that leaking, spilling or blowing of the contents from the vehicle or container is prevented. In the event of spillage from a Company vehicle, the Company shall immediately clean up the litter.

(d) The Company will not be required to collect or transport any waste other than Acceptable Solid Waste and Recyclables; provided that the Company will promptly notify the County of any hazardous or otherwise unacceptable waste.

5. Rates; Payment.

(a) By the 15th day of each calendar month, the County will pay the Company the monthly fees calculated as set forth in Attachments A-D attached hereto, adjusted as set forth in Section 5(b) and 5(c) below.

(b) The fees shall be increased on an annual basis on the first day of July of each year of the term beginning July 1, 2019 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers, Water, Sewer and Trash Index, Garbage and Trash Sub-Index for the Month of December.

(c) Additional adjustments to rates will be requested and not unreasonably withheld, due to increases in cost due to taxes, fees, and surcharges required or imposed solely by federal, state or local law, regulation, rule, permit or permit condition that was not imposed directly because of the action or inaction of the Company. Documentation will be provided to support any request for adjustment.

6. Company Covenants.

(a) The Company will perform the Services in a fair and efficient manner and in compliance with all applicable laws.

(b) The Company will be responsible for obtaining and maintaining all permits or licenses require for the operation of its business in the County and the State of North Carolina.

(c) The Company will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age or ancestry.

7. Company Breach. In the event the County reasonably determines that the Company is in breach of any of its obligations hereunder, the County may send written notice of such breach to the Company. The Company will have thirty (30) days within which to cure such breach or, if the breach will take longer than thirty (30) days to cure, to implement reasonable measures to cure such breach. If the breach is not cured within such period (or if reasonable measures to cure have not been undertaken), the County may terminate this Agreement and retain all remedies available at law or in equity. In the alternative, if the Company reasonably objects to the claim of breach, the Company will respond in writing to the County within fifteen (15) days of receipt of the notice of breach with its justification for objection. The parties will work in good faith to resolve such dispute within thirty (30) days thereafter.

8. Assignment. No assignment by the Company will be binding upon the County, unless such assignment has had prior written approval and consent of the County. However, Company may assign this Agreement to an affiliate of Company without the prior approval of County.

9. Reports. Company will submit monthly project reports, including year –to-date information for the length of the contract period. Reports shall be submitted to Solid Waste Superintendent by the 10th of each month. The Company will provide an annual year-end report to the department in August of each year for contract year July 1 through June 30. Information in all reports will be mutually agreed upon by both County and Company.

10. Severability. If any provision of this contract shall be declared illegal, void or unenforceable, the other provisions shall not be affected and shall remain in full force.

11. Notice. A letter addressed and sent by certified United States mail return receipt requested to either party at its business address specified below, shall be sufficient notice whenever required for any purpose in this contract.

If to Company, to:

Waste Industries, LLC
3301 Benson Drive, Suite 601
Raleigh, NC 27609
Attn: Ted Habets
Fax: (919) 325-3000

If to County, to:

Pender County
805 South Walker Street
Burgaw, NC 28425
Attn: County Manager

12. Indemnification. The Company will indemnify and hold the County and all of its agents and employees from and against any and all claims, losses, damages, injuries, costs (including court costs and reasonable attorneys' fees), charges, liabilities or exposure (collectively, "Losses"), however caused, resulting from, arising out of or in any way connected with a willful or negligent act or omission of the Company, its officers, agents, and servants in its or their performance under this Agreement or the non-performance of the terms or the Company's obligations under this Agreement; provided, however, that the Company will not be liable for any Losses to the extent caused, resulting from or arising out of a willful or negligent act or omission of the County, its officers, council persons, agents, servants, and employees.

13. Grant or Right. The Company will be the only person or entity authorized by the County to provide the services set forth in this Agreement within the County.

14. Force Majeure. The parties shall not be liable for failure to perform under this Agreement (other than failure to pay any amounts due hereunder) if that failure arises out of causes beyond the control and without the fault or negligence of the party relying thereon. Such causes may include, but not be limited to, acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of the party relying thereon.

15. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

(b) Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(c) Independent Contractor. The Company is an independent contractor and nothing contained in this Agreement shall constitute or designate the Company, any of its agents or employees as agents or employees of the County.

(d) Amendments. This Agreement may only be amended in writing and executed by both parties hereto.

(Signatures on next page)

IN WITNESS WHEREOF, this **SOLID WASTE and RECYCLING MANAGEMENT** Agreement is made and entered into as of the date first set forth above.

WASTE INDUSTRIES, LLC

Ted Hobbs — Region Vice President
SIGNATURE — TITLE

Norma Yanez — Government Contract Mgr
ATTEST — TITLE

PENDER COUNTY GOVERNMENT

COUNTY AUTHORIZED REPRESENTATIVE

ATTEST BY COUNTY CLERK:

COUNTY CLERK — COUNTY SEAL

County Clerk attests this 20 day February of 2018.

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

By: Katherine C. Brafford
County Finance Officer

Attachment A
Pender County Convenient Sites

Pender County Sites, staffing, equipment and haul rates are listed below. At each site, Company will supply an office shed with HVAC and telephone service, electrical service, gate locks, water and port-o-john service. Staff will be provided hand tools, gloves and any safety apparatus necessary to perform their duties. County provides site maintenance including mowing, trimming, snow removal and grading. County and Company will mutually agree upon pricing for any changes in site locations, hours open, staffing or equipment and/or any added or deleted sites.

Company will provide full time supervisor as point of contact between Company and County. The supervisor will be in charge of attendants, resolve complaints, make field decisions in regards to operational issues and communicate County policy decisions to Company and attendants for implementation.

Montague- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendant during hours open, 1 stationery trash compactor, 1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers
Monthly Fee- $4,047

White Stocking- open Monday, Wednesday- Saturday 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery trash compactor,1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers
Monthly Fee- $4,047

Canetuck- open Wednesday 7am-1pm, Saturday- 7am-7pm
Monthly Fee includes 1 site attendant during hours open, 1-40 cubic yard co-mingled closed recycle container, 1-30 cubic yard container, 6-8 cubic yard Front End Dumpsters- emptied 1 x week for trash
Monthly Fee- $3,208

Surf City- open Sunday 2pm-7pm, Monday 11am-7pm, Saturday 8am-7pm
Monthly Fee includes 1 site attendant during hours open, 1 stationery compactor, 1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers
Monthly Fee-$1,990

Hampstead- open Sunday 1pm-7pm, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday-7am—7pm
Monthly Fee includes 2 site attendants during hours open, 2 stationery compactors,2 self-contained compactors, 2-40 cubic yard compactor receiving containers, 2-40 cubic yard co-mingled closed recycle container, 3-30 cubic yard containers-
Monthly Fee- $11,694

Rocky Point- open Monday, Tuesday, Thursday, Friday, Saturday- 7am-7pm
Monthly Fee includes 2 site attendants during hours open, 3 stationery compactors, 2-precrushers, 11 compactor receiving containers, 1-40 cubic yard co-mingled closed recycle container, 7-30 cubic yard containers-
Monthly Fee- $12,002

Burgaw- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 2 site attendants during hours open, 1 stationery compactor, 1 precrusher, 4-40 cubic yard compactor receiving container,1-40 cubic yard co-mingled closed recycle container, 5-30 cubic yard containers-
Monthly Fee- $5,624

Maple Hill- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendant during hours open, 1 stationery compactor, 1 40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 1-30 cubic yard container-
Monthly Fee-$3,962

Shiloh- open Tuesday, Thursday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery compactor, 1 40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers-
Monthly Fee- $4,047

Willard- open Monday, Wednesday, Friday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery compactor, 2-40 cubic yard compactor receiving container, 2-40 cubic yard co-mingled closed recycle container, 4-30 cubic yard containers-
Monthly Fee-$4,931

Calico Bay- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery compactor,1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers-
Monthly Fee- $4,047

Atkinson- open Tuesday, Thursday, Saturday- 7am-7pm
Monthly fee includes 1 site attendants during hours open, 1 stationery compactor, 2-40 cubic yard compactor receiving containers, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers-
Monthly Fee- $4,171

Any Additional Containers:
30 cubic yard open top- $85.00 per month
40 cubic yard open top-$90.00 per month
40 cubic yard closed container-$100.00 per month

Roll Off Haul Rates

Location	Pender County Transfer Stn 312 Transfer Stn Rd, Hampstead	Sampson County Landfill 7434 Roseboro Hwy, Roseboro	Sonoco Recycling 3002 US 421, Wilmington	Horton Iron & Metal 2216 US 421, Wilmington
ATKINSON	$278.00	$340.00	$202.00	$202.00
BURGAW	$264.00	$349.00	$225.00	$198.00
CALICO BAY	$226.00	$328.00	$194.00	$200.00
CANETUCK	$272.00	$364.00	$194.00	
HAMPSTEAD	$89.00	$388.00	$237.00	$205.00
MAPLE HILL	$257.00	$362.00	$264.00	$264.00
MONTAGUE	$254.00	$354.00	$175.00	$185.00
PENDER TRANSFER STN	$84.00	$330.00		$224.00
ROCKY POINT	$216.00	$360.00	$222.00	$190.00
SHILOH	$268.00	$300.00	$198.00	$210.00
SURF CITY	$187.00	$398.00	$232.00	$232.00
WHITE STOCKING	$232.00	$342.00	$205.00	$205.00
WILLARD	$289.00	$315.00	$220.00	$215.00

Attachment B
Pender County Transfer Station

Company will provide two workers- to operate transfer station to include loading of trailers and tamping of the construction and demolition containers. Staff will have all necessary state certifications. Company will provide office including telephone and electricity. Company will provide two backhoes, a switch tractor for trailers and roll-off truck to switch loaded construction containers.
County will provide all maintenance and access to transfer station facilities including but not limited to the bulkhead, tire trailer, transfer station building, scales and sewage treatment plant.
Company will provide and haul trailers full of acceptable solid waste from transfer station to Sampson County Disposal Landfill in Roseboro, North Carolina.
Transfer Station open Monday, Tuesday, Wednesday, Thursday, Friday and Saturday from 8 am until 4:30 pm.

Staffing and equipment to operate Transfer Station- $13,796 per month
Transportation and Disposal for MSW received at Pender Transfer (tractor trailer) - $62.20 per ton
Construction and Demolition delivered to Sampson County Disposal - $31.27 per ton (does not include haul)

Attachment C

Pender County Schools & Pender Convenience Site

Location	Qty	Can Size	Svc Frequency	Material	Rate/Month
Pender County High School	4	8cy	3x/week	trash	$1,907.93
	10	95gal	1x/week	recycle	$240.00
Burgaw Elementary	1	8cy	3x/week	trash	$537.29
	1	6cy	3x/week	trash	$447.25
	10	95gal	1x/week	recycle	$240.00
Rocky Point Primary School	2	6cy	3x/week	trash	$814.10
	10	95gal	1x/week	recycle	$240.00
South Topsail Elementary	2	6cy	3x/week	trash	$814.10
	10	95gal	1x/week	recycle	$240.00
Topsail Middle	2	8cy	3x/week	trash	$994.17
	1	6cy	3x/week	trash	$447.25
	4	95gal	1x/week	recycle	$96.00
Topsail High School	4	8cy	3x/week	trash	$1,907.93
	1	6cy	1x/week	trash	$164.42
	10	95gal	1x/week	recycle	$240.00
North Topsail Elementary	2	8cy	3x/week	trash	$994.17
	4	95gal	1x/week	recycle	$96.00
Topsail Elementary	2	8cy	3x/week	trash	$994.17
	8	95gal	1x/week	recycle	$192.00
West Pender Middle	2	8cy	3x/week	trash	$994.17
	4	95gal	1x/week	recycle	$96.00
Burgaw Middle	1	8cy	3x/week	trash	$537.29
	2	4cy	3x/week	trash	$632.39
	4	95gal	1x/week	recycle	$96.00
Penderlea School	3	8cy	2x/week	trash	$992.60
	4	95gal	1x/week	recycle	$96.00
Malpass Corner School	2	8cy	3x/week	trash	$994.17
	8	95gal	1x/week	recycle	$192.00
Heide Trask High School	3	8cy	3x/week	trash	$1,451.05
	8	95gal	1x/week	recycle	$192.00
Cape Fear Middle School	2	8cy	3x/week	trash	$994.17
	8	95gal	1x/week	recycle	$192.00
Cape Fear Elem School	2	8cy	3x/week	trash	$994.17
	4	95gal	1x/week	recycle	$96.00

Location	Qty	Can Size	Svc Frequency	Material	Rate/Month
Pender Learning Center	1	8cy	1x/week	trash	$195.92
	2	95gal	1x/week	recycle	$48.00
Pender Bus Garage	1	8cy	2x/week	trash	$366.60
	1	8cy	1x/week	cardboard	$90.00
	4	95gal	1x/week	recycle	$96.00

Extra Dump charges			Each
	2cy	trash	$60.00
	4cy	trash	$65.00
	6cy	trash	$75.00
	8cy	trash	$85.00
	8cy	cardboard	$50.00

Attachment D

Pender County Government Locations

Location	Qty	Can Size	Svc Frequency	Material	Rate/Month
Pender County DSS	1	8cy	1x/week	trash	$195.92
Pender County Administration	2	8cy	3x/week	trash	$994.17
Pender County Maintenance Garage	1	4cy	1x/week	trash	$132.11
	4	95gal	1x/week	recycle	$96.00
	1	8cy	1x/week	cardboard	$90.00
Pender County Jail	1	8cy	3x/week	trash	$537.29
Pender County Jail Kitchen	1	6cy	2x/week	trash	$305.84
Pender Memorial Park	2	8cy	1x/week	trash	$365.03
Pender County Housing	1	6cy	1x/week	trash	$164.42
Pender County Parks and Rec	1	8cy	2x/week	trash	$366.60
	4	95gal	1x/week	recycle	$96.00
Pender County Animal Control	1	4cy	2x/week	trash	$244.25
Pender County Surface Water Plant	1	2cy	1x/week	trash	$99.81
Pender County Utility Field Office	1	2cy	1x/week	trash	$99.81
Hampstead Annex	1	6cy	1x/week	trash	$164.42
Pender County WWTP	3	2cy	On-call	container rent	$75.00
Pender County Shooting Range	1	2cy	1x/week	trash	$99.81
Sloop Point Boat Landing	4	96gal	1x/week	trash	$80.00
Extra Dump charges					Each
		2cy		trash	$60.00
		4cy		trash	$65.00
		6cy		trash	$75.00
		8cy		trash	$85.00
		8cy		cardboard	$50.00
Alternate Pricing					
Sloop Point Boat Landing	4	96gal	2x/week	trash	$160.00

STATE OF NORTH CAROLINA

PENDER COUNTY

FIRST AMENDMENT AND EXTENSION OF SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT AND EXTENSION OF SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT (this "Amendment") is made and entered into this 30th day of June, 2021, by and between WASTE INDUSTRIES, LLC, a North Carolina limited liability company, dba GFL Environmental ("WI") and PENDER COUNTY, body politic and corporate of the State of North Carolina (the "County").

RECITALS

A. The County and Waste Industries, LLC dba GFL Environmental are parties to a Solid Waste and Recycling Management Agreement dated January 1, 2018 (the "Agreement").

B. The parties desire to extend the term of the Agreement and to make certain other changes as set forth herein

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 2. is hereby amended to extend agreement for one (1) additional year to June 30, 2024.
2. In consideration for the one- year extension, Section 5.b of the Agreement is hereby amended by not increasing contract rates for budget year, July 1, 2021 through June 30, 2022 only, to reflect the Consumer Price Index for All Urban Consumers, Water, Sewer and Trash Index, Garbage and Trash Sub-Index for Month of December or 4.4%.
3. Except as specifically modified herein, the Agreement shall remain in full force and effect as written. Capitalized terms used and not otherwise defined herein will have the meanings set forth in the Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, this First Amendment and Extension of Solid Waste and Recycling Management Agreement is executed and delivered on behalf of the undersigned by their duly authorized representatives as of the date first set forth above.

WASTE INDUSTRIES, LLC

BY: _____
Ted Habets, Regional VP

ATTEST: _____

DATE: 6/30/21

PENDER COUNTY

BY: _____
Charles W. McEwen

ATTEST: _____ Nancy Avery Interim County Clerk

DATE: 6/30/21

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

_____
County Finance Officer

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Justian Pound
DATE:	July 11, 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 June 2022.

Pender County

Request For Board Action

DATE OF MEETING: July 11, 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
NONE				

REFUNDS OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2021	BOWEN, JOHN WAYNE II	248130465	113.39	SOLD
2021	CONNELLY, JUDY RHODES	248461647	122.13	SOLD
2021	FAULK, KENDALL KORY	248719104	498.88	OUT OF STATE
2021	HOUGHTALING, MELISSA LEIGH	330970968	127.86	SOLD
2021	MAAS, CHRISTOPHER JETT	248476311	104.07	SOLD
2021	MAUDLIN, AARON DOUGLAS	248605026	379.19	SOLD
2021	MUELLER, HEATHER CHRISTINE	248475564	263.24	SOLD
2021	PEARSALL, BOBBY GERALD JR	329903112	105.43	SITUS
2021	ROBERTS, TONY PHILLIP	247427193	138.93	SOLD
2020	RODRIGUEZ, ADAM JAMES	247782648	159.55	SOLD
2021	SANCHEZ, BRETON RENE	247697403	207.10	SOLD
2021	TINNEY PAINTING INC	330145408	278.37	SITUS
2020	TURNAGE, GREGORY HAL	247203153	222.21	SOLD
2021	WALSH, JAMES SHAWN	247522512	323.85	SOLD
TOTAL REFUNDS OVER $100			$3,044.20	

RELEASES UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	AVERITTE, JONX POLAND	247426638	20.28	SOLD
2020	GALLAGHER, KATHLEEN	248605497	27.92	DESTROYED
2021	HATCH, EDWY GRATTAN III	247782675	66.26	SOLD
2021	HOUGHTALING, MELISSA LEIGH	330970976	41.84	SITUS
2021	JACKSON, CLARENCE JR	247522332	9.05	SOLD
2021	JORDAN, ZIPPORAH ANDREA	332222216	44.07	SITUS
2020	KRAMER, STEPHANIE LYNN	248837226	5.25	OUT OF STATE
2021	LEE, TATE EDWARD	247426854	46.65	SOLD
2020	MCINTOSH, TODD R	247782732	10.91	MILTRY EXEMPT
2020	MITCHELL, MICHAEL DEE	248228949	21.77	SOLD
2021	PAGE, KYLE WILLIAM	248475537	26.60	SOLD
2021	PATE, ASHLEY DAVIS	247782531	31.43	DESTROYED
2021	PERKINS, WENDELL	247202967	22.14	SOLD
2021	PIERCE, ETHELENE HENDERSON	247203438	6.98	SOLD
2021	PRICIPIO, VINCENT RALPH	332222220	3.07	SITUS
2021	SIMPSON, JAMESA TAWANNA	248461011	23.86	SOLD
2021	SIMS, DEBRA BAKER	247105284	80.62	SOLD
2021	WILSON, DARREN EDWARD	247783066	22.23	SOLD

TOTAL REFUNDS UNDER $100 $510.93

TOTAL OF ALL RELEASES NONE

TOTAL OF ALL REFUNDS $3,555.13

Pender County
Approval of Surplus Property Advertisement for Auction - West Hayes Street, Burgaw Parcel ID - 3229-00-6934-0000

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 11, 2022
SUBJECT:	Approval of Surplus Property Advertisement for Auction - West Hayes Street, Burgaw Parcel ID - 3229-00-6934-0000

SUMMARY:
Please consider attached documentation requesting authorization to advertise auction of surplus property located on West Hayes Street in Burgaw. Parcel ID - 3229-00-6934-0000.

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

ACTION REQUESTED:
Approval of Surplus Property Advertisement for Auction - West Hayes Street, Burgaw Parcel ID - 3229-00-6934-0000

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

PENDER COUNTY NC

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

Letter of recommendation for sale of real property

6/27/2022

Dear County Manager,

For your consideration is a proposed sale of parcel number 3229-00-6934-0000 located on West Hayes St. in Burgaw that we acquired on 12/11/2014 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.16 of an acre. The estimated tax value of the parcel is $6,635.00 in GIS.

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

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

Sincerely,

Andy Devane

Asset Manager

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

Asset Manager
Andy Devane
(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 31 days.

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

THEREFORE, BE IT RESOLVED:

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

Adopted at a _____ meeting on

_____ 2022

_____

Pender County Authorized Representative

ATTEST:

_____

County Clerk



PIN: 3229-00-6934-0000
Owner: PENDER COUNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4506/292

Property Address:
Description: L 19 PB 1/94 VIEW POINT

Sale Price: $5,000
Sale Date: LAST_SALE_DATE
Plat: 00010094
Account No: 816789
Township: BURGAW
Subdivision: VIEW POINT
Tax Codes: G01 C52 R40

Acres: 0
Land Value: $6,635
Building Value: $0
Total value: $6,635
Deferred Value: $0
Exempt Amount: 6635
PCL Class: EX-1
Heated Sq Feet:

Pender County

1:2,081
0 0.015 0.03 0.06 mi
0 0.0225 0.045 0.09 km
1 inch = 173 feet

January 11, 2022

N W E S

FILED

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

COUNTY OF PENDER

2014 DEC 12 AM 8:37

COURT FILE #: 13-CVS-864

PENDER COUNTY and TOWN OF BURGAW

PENDER CO., C.S.C.

Plaintiff(s),

v.

BY

ADDIE LOU LUTHER (A.K.A. ADDIE SHIVER LUTHER), owner et. al.

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 shown on the attached statement.

Richard T. Rodgers, Jr, Commissioner

Assistant/Clerk of Superior Court

12/12/14

Date of Audit and Approval

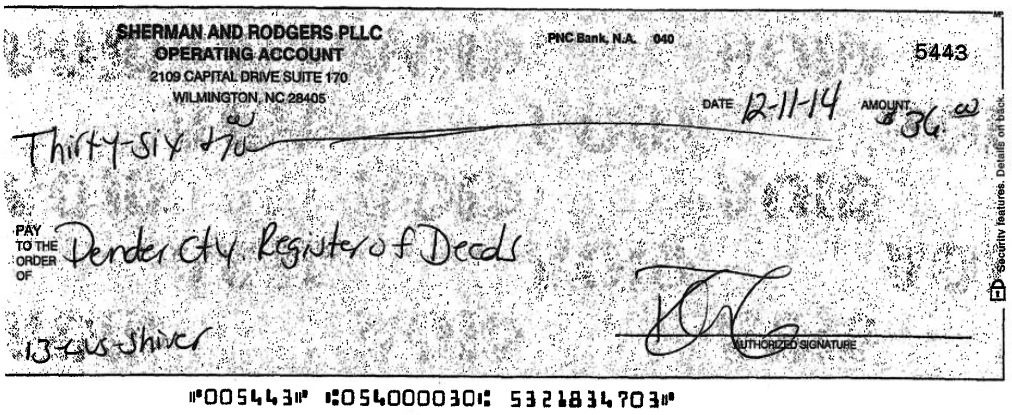
SV - 3229-00-6934-0000 - 13-CVS-864 - Shiver

Report of Sale Calculations for - 3229-00-6934-0000

Item	Incoming	Outgoing	Prepaid by Cty
Purchaser	$2,105.24		
Pender County - Costs (court filings)			$220.00
Pender County - Costs (service)			$75.00
Pender County - Costs (publications)			$86.00
Pender County ROD (revenue stamps)		$10.00	
Pender County - Deed Filing Fees		$26.00	
Pender County - Taxes			$309.63
Sherman & Rodgers - Costs Advanced		$43.25	
Sherman & Rodgers - Legal Fees		$800.00	
Sherman & Rodgers - Commissioner's Fees		$135.36	
Lawrence Boehling - Guardian ad litem fees		$200.00	
Lawrence Boehling - Military Attorney fees		$200.00	
TOTALS		**$1,414.61**	**$690.63**

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	$36.00
Check to Sherman & Rodgers	$978.61
Check to Larry Boehling	$400.00
TOTALS	**$1,414.61**


SHERMAN AND RODGERS PLLC
OPERATING ACCOUNT
2109 CAPITAL DRIVE SUITE 170
WILMINGTON, NC 28405

PNC Bank, N.A. 040

5443

DATE 12-11-14 AMOUNT $36.00

Thirty-six and 00/100

PAY TO THE ORDER OF Pender Cty. Register of Deeds

137 Us-Shiver

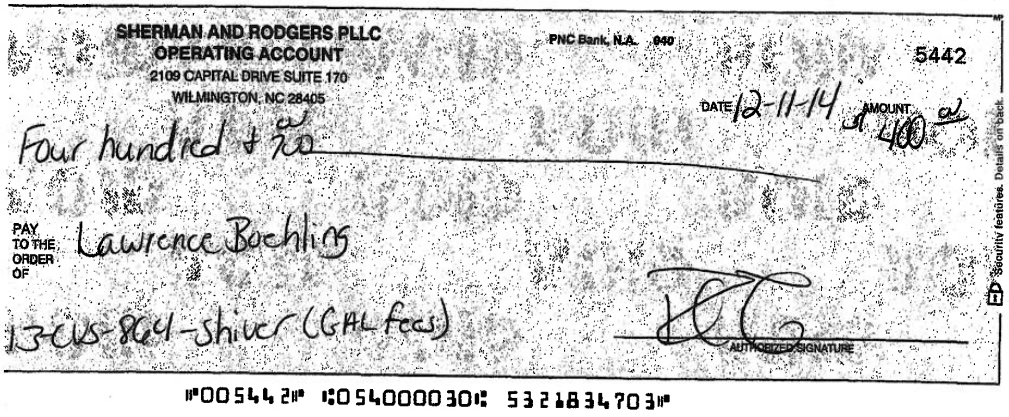
AUTHORIZED SIGNATURE

Security features. Details on back.

⑈005443⑈ ⑆054000030⑆ 532183470 3⑈

SHERMAN AND RODGERS PLLC OPERATING ACCOUNT

5442


SHERMAN AND RODGERS PLLC
OPERATING ACCOUNT
2109 CAPITAL DRIVE SUITE 170
WILMINGTON, NC 28405

PNC Bank, N.A. 040

5442

DATE 12-11-14

AMOUNT $ 400 00

Four hundred & 00

PAY TO THE ORDER OF Lawrence Bachling

13-CWS-864-Shiver (GAL fees)

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈005442⑈ ⑆054000030⑆ 532183470 3⑈

ENDER COUNTY GENERAL FUND

120814cm 276507

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	NET INVOICE AMOUNT	PO NO.	VOUCHER
12/08/14	230055	#3228-00-6834-0000	1,414.61		
12/08/14	230057	#3237-23-0468-0000	1,744.31		
27383	Sherman & Rodgers		3,158.92		276507

68-19/530 NC 2400

PENDER COUNTY
GENERAL FUND
P.O. BOX 1578
BURGAW, N.C. 28425
PHONE: (910) 259-1282

BANK OF AMERICA
ACH R/T 053000196

CHECK NO. 276507
276507

THIS DISBURSEMENT HAS BEEN APPROVED AS REQUIRED BY THE LOCAL GOVERNMENT AND FISCAL CONTROL ACT.

VENDOR	CHECK DATE	CHECK AMOUNT
27383	12/08/2014	$3,158.92

VOID AFTER 180 DAYS

******3,158 DOLLARS AND 92 CENTS

PAY

TO THE ORDER OF Sherman & Rodgers
P O Box 250
BURGAW NC 28425

CHIEF EXECUTIVE OFFICER

Ada M. Ammons

⑈276507⑈ ⑆053000196⑆ 000609000305⑈

Pender County
Approval of Surplus Property Advertisement for Auction - West Hayes Street, Burgaw Parcel ID - 3229-00-5992-0000

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 11, 2022
SUBJECT:	Approval of Surplus Property Advertisement for Auction - West Hayes Street, Burgaw Parcel ID - 3229-00-5992-0000

SUMMARY:
Please consider attached documentation requesting authorization to advertise auction of surplus property located on West Hayes Street in Burgaw. Parcel ID - 3229-00-5992-0000.

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

ACTION REQUESTED:
Approval of Surplus Property Advertisement for Auction - West Hayes Street, Burgaw Parcel ID - 3229-00-5992-0000

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

PENDER COUNTY NC

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

Letter of recommendation for sale of real property

6/27/2022

Dear County Manager,

For your consideration is a proposed sale of parcel number 3229-00-5992-0000 located on West Hayes St. in Burgaw that we acquired on 12/11/2014 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.16 of an acre. The estimated tax value of the parcel is $6,635.00 in GIS.

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

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

Sincerely,

Andy Devane

Asset Manager

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

PENDER COUNTY NC

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 31 days.

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

THEREFORE, BE IT RESOLVED:

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

Adopted at a _____ meeting on

_____ 2022

_____

Pender County Authorized Representative

ATTEST:

_____

County Clerk



PIN: 3229-00-5992-0000
Owner: PENDER COUNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4508/070

Property Address:
Description: L 20, BK C, PB 1/94 VIEW POINT

Sale Price: $4,000
Sale Date: LAST_SALE_DATE
Plat: 00010094
Account No: 816789
Township: BURGAW
Subdivision: VIEW POINT
Tax Codes: G01 C52 R40

Acres: 0
Land Value: $6,635
Building Value: $0
Total value: $6,635
Deferred Value: $0
Exempt Amount: 6635
PCL Class: EX-1
Heated Sq Feet:

Pender County

1:1,038
0 0.0075 0.015 0.03 mi
0 0.01 0.02 0.04 km
1 inch = 86 feet

January 11, 2022

Pender County
Approval of Surplus Property Advertisement for Auction - Industrial Drive, Burgaw

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 11, 2022
SUBJECT:	Approval of Surplus Property Advertisement for Auction - Industrial Drive, Burgaw

SUMMARY:
Please consider attached documentation requesting authorization to advertise auction of surplus property located Industrial Drive in Burgaw. Parcel ID - 3228-49-6937-0000.

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

ACTION REQUESTED:
Approval of Surplus Property Advertisement for Auction - Industrial Drive, Burgaw

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

6/27/2022

Dear County Manager,

For your consideration is a proposed sale of parcel number 3228-49-6937-0000 located on Industrial Drive in Burgaw that we acquired on 07/21/2021 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 1.06 of an acre. The estimated tax value of the parcel is $25,000 in GIS.

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

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

Sincerely,

Andy Devane

Asset Manager

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

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

Resolution

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

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property as a surplus asset that will be sold as individual on GovDeals.com after board approval for a duration of 31 days.

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

THEREFORE, BE IT RESOLVED:

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

Adopted at a _____ meeting on

_____ 2022

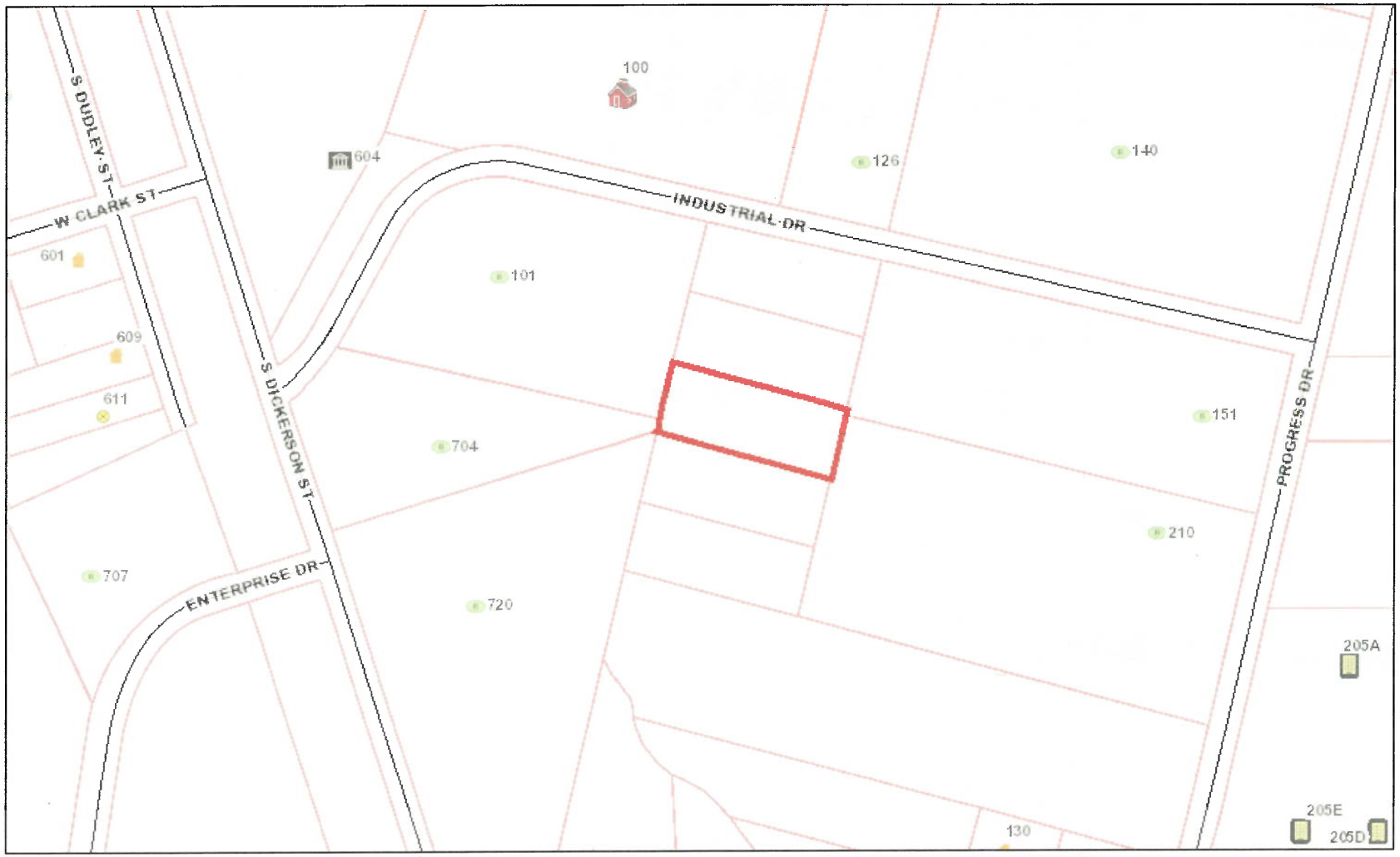
_____

Pender County Authorized Representative

ATTEST:

_____

County Clerk



PIN: 3228-49-6937-0000
Owner: PENDER COUNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4759/613

Property Address:
Description: LT 25 S OF WHITE SCH

Sale Price: $5,000
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 1013981
Township: BURGAW
Subdivision:
Tax Codes: G01 C52 R40

Acres: 1
Land Value: $25,000
Building Value: $0
Total value: $25,000
Deferred Value: $0
Exempt Amount: 25000
PCL Class: R
Heated Sq Feet:

Pender County

1:3,128

0 0.0225 0.045 0.09 mi
0 0.035 0.07 0.14 km

1 inch = 261 feet

07/20/2021

N W E S

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	James Proctor
DATE:	July 11, 2022
SUBJECT:	Approval of FY23 Blanket Purchase Orders for Supplies for Water & Sewer

SUMMARY:
A request for vendor pricing on a list of multiple supply items was emailed to Core & Main, Ferguson Waterworks, Fortiline, and Miller Supply by James Proctor in June of 2022. Core & Main was the lowest bid out of the vendors that participated in the bidding process. Ferguson Waterworks was within 300 dollars of the Core & Main bid. The utility department would like a blanket PO for the two lowest vendors. This is to aid getting parts that are so limited and allow us to order from more than one company and split some needed orders due to availability.

A blanket PO for Core & Main for $370,000 and a Blanket PO for Ferguson Waterworks for $50,000 are requested. The Core & Main PO request is significantly higher because PCU also purchases our water meters from them. Our meters must be from this sole source supplier due to compatibility required with our meter reading system software and system.

Funds have been budgeted for this expenditure in account FY23 072-403308

ACTION REQUESTED:
Approve a $370,000 Purchase Order for Core & Main, and a PO for Ferguson WaterWorks for $50,000 for supplies for water and sewer for FY23.

ATTACHMENTS:
Quotes from Core & Main, Ferguson, Fortiline, and Miller Supply

Bid Proposal for PENDER-BUDGET FOR JULY 2022-JUNE 2023

CUSTOMER

PENDER UTILITY OPERATIONS
STOCK-WILMINGTON
CORNER OF FREMONT & BENNET ST
BURGAW, NC 28425

Job
PENDER-BUDGET FOR JULY 2022-JUNE 2023
Bid Date: 06/03/2022
Bid #: 2376334

CONTACT

Sales Representative
George Larkins
(T) 910-791-4148
(F) 910-791-8408
George.Larkins@coreandmain.com

Core & Main
6501 Amsterdam Way
Wilmington, NC 28405
(T) 910-791-4148

NOTES

Bid Proposal for PENDER-BUDGET FOR JULY 2022-JUNE 2023

PENDER UTILITY OPERATIONS
Bid Date: 06/03/2022
Core & Main 2376334

Core & Main
6501 Amsterdam Way
Wilmington, NC 28405
Phone: 910-791-4148
Fax: 910-791-8408

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
		DUE TO ESCALATED PRICES ON SCRAP METAL, RESULTING FROM THE RUSSIA-UKRAINE WAR, A MANUFACTURER IMPOSED SURCHARGE WILL BE ADDED TO ALL SHIPMENTS OF DUCTILE IRON PIPE. AN ESTIMATE OF THE SURCHARGE IS INCLUDED IN THIS BID FOR YOUR REFERENCE. THE MANUFACTURER SURCHARGE IS SUBJECT TO CHANGE AND WILL BE CALCULATED AT THE TIME OF SHIPMENT.			
10	20	24 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	201.03	4,020.60
30	1	VB72-7W-41-43NL 5/8X3/4X7 SETT 1PJ INLETX3/4DP (NO LEAD)	EA	142.28	142.28
50	1200	1X300' CTS PE TUBING 250 PSI PE4710 NSF SDR-9 S2737 BLUE	FT	0.70	840.00
60	1000	1X100' CTS PE TUBING 250 PSI PE 4710 NSF SDR-9 D2737 BLUE	FT	0.70	700.00
80	1	DFW 1200.12.BODY 12"X17"X12" RECTANGLE BLACK BODY	EA	18.00	18.00
90	1	D1200 MB LID W/CIR & TR HOLE	EA	15.00	15.00
110	1	WILK 1" 375XL RP VLV NO LEAD	EA	277.02	277.02
130	20	12 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	48.95	979.00
150	1	3'6"B 5-1/4VO CLOW MED PENDER RED WITH SILVER BONNET & CAPS SS STEMS, CPLG AND PINS	EA	2,595.98	2,595.98
170	1	273-56-0323-10W 12X12 HYMAX REP CLP 12.75-13.55 OD	EA	343.43	343.43
190	1	101S-0690 RM 6X1CC SS SAD SGL SS STRAP 6.63-6.90 OD 101 S-6.90X1CC	EA	44.82	44.82
210	1	6X1/8 FLG ACC RR FF	EA	16.89	16.89
230	4	MACRO HP-7.60 6 CPLG EPXY 304SS B&N 6.60-7.60 OD	EA	364.79	1,459.16
250	40	6 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	13.53	541.20
270	90	DUCTILE IRON MANUF SURCHARGE DETERMINED AT TIME OF SHIPMENT AND MAY NOT REFLECT QUOTED PRICE	EA	1.00	90.00

Bid Proposal for PENDER-BUDGET FOR JULY 2022-JUNE 2023

Bid #: 2376334

Seq#	Qty	Description	Units	Price	Ext Price
				END PACKAGE	90.00
280	40	16 TJ CL50 PR350 DI PIPE 20'	FT	71.92	2,876.80
300	2	24 SIGMA RESTR SLCE24 C900 (I) F/C900	EA	448.58	897.16
310	2	24 MJ REG ACC SET L/GLAND IMP	EA	69.52	139.04
				Sub Total	15,996.38
				Tax	1,079.76
				Total	17,076.14

Branch Terms:
This quote represents our interpretation of the plans & specifications and is offered as an aid to bidding only.
Customers should verify all materials & quantities prior to bidding or ordering.
Unless otherwise noted, PVC pipe prices are based on availability at the time of shipping.
HDPE prices are good for 10 days from quote date and price per foot might be revised if quantity changes.
Pricing is subject to change if the scope of the quote is altered, at the discretion of the branch.
Special order material or other non-stock items may be non-refundable or subject to a cancellation/restock charge.
Special order non-stock items must be shipped to customer within 30 days of receipt by Core & Main.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

FERGUSON WATERWORKS

FERGUSON WATERWORKS #1104
3881 US HIGHWAY 421 NORTH
SUITE D
WILMINGTON, NC 28401-0925
Phone: 910-815-6600
Fax: 910-762-2469

Deliver To:
From: 0
Comments:

23:52:28 JUN 08 2022

FERGUSON WATERWORKS #1104
Price Quotation
Phone: 910-815-6600
Fax: 910-762-2469

Bid No: B717893
Bid Date: 06/08/22
Quoted By: MCC

Cust Phone: 910-259-1570
Terms: NET 10TH PROX

Customer: PENDER COUNTY UTILITIES
PENDER COUNTY GOVERNMENT
PO BOX 995
BURGAW, NC 28425

Ship To: PENDER COUNTY UTILITIES
PENDER COUNTY GOVERNMENT
PO BOX 995
BURGAW, NC 28425

Cust PO#: TBD

Job Name: 22'-23' BUDGET

Item	Description	Quantity	Net Price	UM	Total

	**********				

	JULY 2022 - JUNE 2023 BID BID DATE: 06/09/22 10:00AM				

	CONTACT MICHAEL CONDON WITH FERGUSON WATER WORKS WITH ANY QUESTIONS. (DIRECT LINE) 910-813-9314				

	**********				

DR18BP24	24 C900 DR18 CL235 PVC GJ BLUE PIPE	20	214.621	FT	4292.42
FVB727W4133NL	LF VB72-7W-41-33-NL CSTR	1	134.126	EA	134.13
AX41250300	1X300 CTS 250 PSI NSF BLUE	1200	0.666	FT	799.20
AX41250100	1X100 CTS 250 PSI NSF BLUE	1000	0.666	FT	666.00
SP-DDFW1200121CT	12X17X12 MTR BX W/ CI RDR & AMR LID	1	25.423	EA	25.42
SP-DDFW12001CTLID	1200 MTR LID W/ CI RDR & AMR HOLE	1	14.552	EA	14.55
SP-DDFW12001CTLID	1200 MTR LID W/ CI RDR & AMR HOLE	1	14.552	EA	14.55
W375XLG	LF 1 RPP ASSY	1	295.160	EA	295.16
DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	20	47.936	FT	958.72
AFCB84BLAOLNPEN	5-1/4 B84B HYD 3'6 BURY OL L/A	1	2366.585	EA	2366.59
K86054031516	12 HYMAX 2 REP COUP 12.40-13.66	1	513.060	EA	513.06
R101S069041	6X1 CC SGL STRP SDL 6.63-6.90	1	43.211	EA	43.21
FNWNBGZ1RF8U	6 ZN 150# RR FF 1/8 FLG SET	1	13.800	EA	13.80
R2600760851	6 DI 2BLT MACRO COUP 6.60-7.60	4	356.863	EA	1427.45
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	40	13.977	FT	559.08
AFT350P16	16 CL350 CL DI FASTITE PIPE	40	79.597	FT	3183.88

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1104&on=46425

FERGUSON WATERWORKS

FERGUSON WATERWORKS #1104
Price Quotation

Fax: 910-762-2469

23:52:28 JUN 08 2022
Reference No: B717893

SP-114246	24" TUFGRIP FOR DI W/ACC	2	484.560	EA	969.12

Net Total:	$16276.34
Tax:	$1098.65
Freight:	$0.00
Total:	$17374.99

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1104&on=46425

QUOTE

FORTILINE WATERWORKS
a MORSCO brand

Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in lieu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
213543	FORTILINE WILMINGTON	6209598	6/03/22	1

CUSTOMER

PENDER COUNTY UTILITIES
PO BOX 995
BURGAW, NC 28425

PROJECT INFORMATION

PENDER COUNTY BLANKET SUPPLY LIST

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			********** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY **********		
10	20	FT	24" C900 DR18 PIPE BLUE	276.4700	5,529.40
20	1	EA	5/8X3/4X7 MTR SETTER PJCXDP NO LEAD 726-207WX2D 43	177.7300	177.73
30	1200	FT	1"X300' CTS BLUE PE 250PSI TUBING	.7600	912.00
40	1000	FT	1"X100' CTS BLUE PE 250PSI TUBING	.7600	760.00
50	1	EA	1015-12 PLAS MB BODY 10152026	17.8600	17.86
60	1	EA	1015 PLAS MB LID CIR 10154018	15.0000	15.00
70	1	EA	1" RED PRS BFP LF009M2QT LEAD FREE	312.8800	312.88
80	20	FT	12" C900 DR18 PIPE BLUE	54.7300	1,094.60
90	1	EA	5-1/4VO HYD 3'6" 6MJ O/L A473 PENDER COUNTY SPEC NOTE: OPERATING NUT PROTECTOR WITH WEATHER CAP AND SET SCREW MUST BE ENTERED AS A SEPARATE LINE ITEM AND SHIPPED UNATTACHED	3,426.0700	3,426.07
100	1	EA	12" HYMAX2 CPLG 12.40-13.66 W/FLIP GASKET	518.5100	518.51
110	1	EA	6X1 CC 101S SDL 6.63-6.90	35.0700	35.07
120	1	EA	6" FLG ACC KIT FF 1/8" RR	24.0700	24.07
130	4	EA	6" MACRO CPLG 6.60-7.60	421.9900	1,687.96
140	40	FT	6" C900 DR18 PIPE BLUE	15.1100	604.40
150	40	FT	16" TJ DIP PR350	80.4600	3,218.40
160	2	EA	24" MEGALUG MJ REST PVC 2024PV	508.8400	1,017.68
170	2	EA	24" MJ REG ACC LESS GLAND	88.9000	177.80
				Subtotal:	**19,529.43**
				Tax:	**1,318.24**
				Bid Total:	**20,847.67**

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By EC4 6/06/22 12:04:03

BIDCNEW

QUOTATION

Miller Supply Company

PO BOX 1745 1628 S MAIN STREET
LAURINBURG NC 28352
Office (910) 276.7820 Fax (910) 276.7822
chris.taylor@millersupplywaterworks.com
joey.batten@millersupplywaterworks.com

Date 6/7/22

TO	
Co. Name	**Pender County Utilities**
Address	
City.State.Zip	Burgaw, NC
Office Number	
Fax Number	
Email Address	jproctor@pendercountync.gov
Attention	James R Proctor

QTY	DESCRIPTION	UNIT PRICE	TOTAL	
1	V72-7W-41-44G-NL: Ford Setter for 5/8 x ¾ meter, without check valve, 7" Height, bottom of setter = 1" CTS GN inlet x 1" Double Purpose	170.00	170..00	142.88
4	300 ft Rolls 1" CTS Blue Tubing	180.00	720.00	840.00
10	100 ft Rolls 1" CTS Blue Tubing	60.00	600.00	700
1	Jumbo Plastic Meter Box with Reader lid and Hole for antenna	60.00	60.00	41015 Box 18
1	FEBCO 1" RPZ Back Flow Preventer	760.00	760.00	277.02
1	#273-56-0323-10W: 12" x 12" Hymax Repair Clamp	499.50	499.50	343.43
1	FC202-7.60xCC4: 6 x 1cc Double strap saddle	107.00	107.00	44.82
1	FGP08-06Z: 6" Flange Pack kit (1-Gasket, 8-zinc plated Bolts, Nuts)	24.00	24.00	16.89
4	ROMAC MACRO-HP-7.60: 6" Macro coupling	430.00	1,720.00	1459.16
2	24" One Lok "Megalug" access kit complete SLCEP-24 SIGMA	498.00	996.00	139.04
	NOTE : Any applicable sales tax or freight will be prepaid and added to customer invoice .			
		TOTAL		

Quotations are for immediate acceptance and cover only the materials herein described and are subject to change without notice by Miller Supply Company. Terms of sale are net 30 days – no discount. Materials cannot be returned without written permission by Miller Supply Company. Purchaser must reimburse Miller Supply Company for all expenses loss and damage resulting from such. Cancellations, descriptions, quantities and sizes should be checked with plans and specifications as they are not guaranteed and errors are subject to correction. Our guarantee covers replacements of the material furnished adjudged faulty in material or workmanship. No claims for labor or consequential expenses of strikes, accidents or causes beyond our control. Quotes are made subject to purchasing all items listed.

Joseph Batten

Pender County
Consent to update purchase order for 2023 fiscal year

TO:	Board of County Commissioners
FROM:	Allen Vann
DATE:	July 11, 2022
SUBJECT:	Consideration of a purchase order for the lease agreement with Burgaw Now, LLC

SUMMARY:
The lease agreement for utilizing the space located at 102 West Fremont Street (for additional Courthouse file storage) with Burgaw Now, LLC is $3,000 per month (+) utilities. The start date for this lease was approved and began on February 1, 2022. A purchase order is needed to allow payment of the lease for the 2023 fiscal year. This expenditure was included in the Facilities Maintenance budget.

ACTION REQUESTED:
Approval of the purchase order to Burgaw Now, LLC in the amount of $42,000 to be paid out of maintenance budget code 500-402100 (Rent).

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF PENDER

THIS LEASE AGREEMENT (this "Lease"), is made and entered into this the _____ day of January 2022 (the "Effective Date"), by and between **Burgaw Now, LLC,** a North Carolina limited liability company (hereinafter referred to as the "Landlord") and **Pender County,** a North Carolina government agency (hereinafter referred to as the "Tenant");

WITNESSETH:

THAT for and in consideration of the mutual agreements of the parties, including the rental agreed to be paid by Tenant to Landlord, Landlord hereby leases to Tenant, and Tenant leases and rents from Landlord the following described premises on the terms and conditions hereinafter set forth, to wit:

1. **BASIC LEASE TERMS.** For the purposes of this Lease, the following terms shall have the meanings set forth below:

(a) Building. The building ("Building") constructed on that certain tract of land (the "Land") described in Exhibit "A" attached hereto and being a two (2) story building consisting of approximately 3,880 total square feet +/- and designated as 102 N. Fremont Street, Burgaw, North Carolina.

(b) Leased Premises or Premises. The first floor of the Building containing 1,940 square feet +/- which includes additional access through rear door.

(c) Lease Term. Twelve (12) months, beginning on February 1, 2022, and ending midnight, January 31, 2023. Landlord agrees to allow Tenant to occupy the Lease Premises on the Effective Date without the payment of rent provided all the other terms and conditions of the Lease are adhered to by Tenant.

(d) Commencement Date(s). The "Lease Commencement Date" shall be the Effective Date. The "Rent Commencement Date" shall be February 1, 2022.

(e) Base Rent or Fixed Minimum Rent. Base Rent or Fixed Minimum Rent for shall be Three Thousand and no/100 ($3,000.00) Dollars per month.

(f) Additional Rent. Additional Rent shall include those charges as designated as such in this Lease. If applicable, certain sums consisting of Additional Rent shall be estimated by the Landlord and provided to Tenant on or before the date Additional Rent begins. Such amounts shall thereafter be adjusted at the end of each Lease Year per the terms of the Lease.

(g) Rent. Rent shall mean Base Rent, Additional Rent, Percentage Rent and all other amounts to be paid by Tenant to Landlord under the Lease.

(h) Permitted Use. The Premises shall be used only for the operation of the Pender County Courthouse and the storage of records, and for no other purposes whatsoever without Landlord's prior written consent, which shall not be unreasonably withheld.

(i) Lease Month. The first "Lease Month" shall commence on the February 1, 2022, notwithstanding Tenant's earlier occupancy as described in section 1(c) above and shall expire on the last day of the month immediately preceding the first anniversary of the Rent Commencement Date if such Commencement Date is the first day of the calendar month.

(j) Option to Renew Lease. Provided that Tenant is not in default of its obligations under this Lease, Tenant shall have the option ("Option") during the term of this Lease to renew the Lease for another twelve (12) month term, if exercised in accordance with Section 4 of this Lease.

2. **LEASED PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the first floor of the Building containing 1,940 +/- square feet which includes additional access through rear door, and the same being part of 102 W. Fremont Street, Burgaw, North Carolina, PIN 3229-32-1899-0000 and 3229-32-1982-0000.

3. **TENANT'S ACCEPTANCE OF PREMISES.** Landlord represents and warrants to Tenant that Landlord will maintain and replace the roof of the Building as necessary, except for those repairs or maintenance caused by Tenant's negligence or the negligence of any of its agents, employees or customers, or other persons using the Building with Tenant's consent, in a manner and employing a method to the extent reasonably possible that will not interfere Tenant's business operations at the Premises. Excepting this representation and warranty, neither the Landlord nor its agents have made any representations with respect to the Premises, the building of which the Premises is a part, the land upon which it is erected, the Landlord's operations, expected tenants on other property in proximity to the Premises or the Tenant's business within the Leased Premises (including, without limitation, any representations regarding the success of Tenant's business) except as expressly set forth herein or as may be agreed to, in writing, by both parties, and no rights, easements, or licenses are acquired by the Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Tenant accepts the same "AS IS WHERE IS", that all obligations imposed upon Landlord under this Lease relating to the condition and delivery thereof by Landlord have been fully performed and that the Premises were in good condition at the time possession was taken, except such items as may be agreed upon herein or otherwise in writing, by both parties prior to entry.

4. **TERM; RENEWAL OPTION.** The Lease Term shall commence on

February 1, 2022. The parties hereto acknowledge that certain obligations under various paragraphs of this Lease, and specifically Tenant's right to entry and occupancy upon the Effective Date, may commence prior to the February 1, 2022 and the parties agree to be bound by the terms of this Lease as of the Effective Date. Provided this Lease is still in full force and effect and there is no event of default by Tenant under the Lease, Tenant shall have the right and option to renew the Lease for one (1) additional twelve (12) month term (the "Renewal Term" respectively) on the same terms and conditions set forth in this Lease. Monthly Base Rent during the Renewal Term shall be Three Thousand One Hundred and no/100 ($3,100.00) per month plus Additional Rent as defined herein.

Tenant shall exercise the relevant right and option to renew the Lease Term by giving Landlord written notice thereof no less than thirty (30) days prior to the expiration of then-applicable term of the Lease.

5. USE AND COMPLIANCE WITH LAWS.

A. Tenant's Compliance with Applicable Laws. Tenant may use and occupy the Leased Premises only for the permitted use specified in Section 1 above and for no other purpose without Landlord's prior written consent. Tenant shall comply with all applicable laws, regulations, rules, ordinances, and directives of the Federal, State, municipal and county authorities as well as all judicial orders and the requirements of any Board of Fire Underwriters having jurisdiction over Tenant and the Leased Premises (or any other body exercising similar functions) as are in effect during the Lease Term, including without limitation, those relating to hazardous materials or substances, and occupational safety and health, and, at Tenant's sole cost and expense, shall perform any act or obligation arising from or as is necessary to achieve such compliance provided that such compliance is Tenant's legal obligation to undertake and is not a result of an act of Landlord, another tenant or third party over which Tenant has no control. Tenant shall make no use of the Premises (i) in violation of any governmental laws, rules or regulations, Declarations or any private restrictive covenants which apply to the Leased Premises, (ii) which constitutes a nuisance, or (iii) which results in the cancellation of or substantial increase in the premium of any hazard insurance policy insuring the Leased Premises or any other portion of the Building; provided that Tenant's use of the Lease Premises as is customary for a family style restaurant shall be deemed not to violate this covenant (ii). Furthermore, Tenant shall maintain at all times during this Lease any and all licenses, permits or other authorizations required by any governmental authority or agency for Tenant's occupancy or operations at the Leased Premises.

B. Landlord's Obligations. Landlord will not initiate or endorse any governmental regulation, ordinance or law or establish any private restrictive covenant which would adversely affect Tenant's lawful use and enjoyment of the Leased Premises as may be warranted by Landlord herein

C. Notice of Violations. To the extent actually known by Tenant, Tenant shall promptly notify Landlord of any violation of any applicable law which is alleged to

have been committed on the Leased Premises and shall forward to Landlord copies of any written communications, complaints, citations or other notices relating to the condition of the Leased Premises or compliance with applicable laws (an "Action Notice"). Tenant promptly shall respond to any Action Notice, cure any known violation of applicable laws and properly respond to any legal action commenced against Tenant or the Leased Premises to the reasonable satisfaction of Landlord. Prior to undertaking same, however, Tenant shall propose to Landlord its intended course of action and proceed only with Landlord's approval of same, which shall not be unreasonably withheld, conditioned or delayed, but shall not be deemed to be Landlord's guarantee that such action is appropriate nor impose any liability on same for Landlord.

D. **Americans with Disabilities Act.** In amplification of Tenant's obligations under Section 5(A) above and not in limitation thereof, Tenant shall be fully responsible for compliance with the Americans With Disabilities Act of 1990, as amended from time to time (the "ADA"), or any similar federal, state or local statute, law or ordinance ("Other Disability Laws"), and for all alterations required to be made to the Leased Premises due to changes in or regulations under the ADA or Other Disability Laws, or judicial interpretations of the requirements of the ADA or Other Disability Laws all as may occur after Commencement of this Lease, or changes in Tenant's use of the Leased Premises or in the nature of Tenant's conduct of business at the Leased Premises (including, but not limited to, any changes in use or business conduct arising out of a sublease or assignment or resulting in the Leased Premises being deemed a "place of public accommodation" under the ADA) or Alterations made by Tenant. If the Common Areas must be modified or any other action relating to the Common Areas must be undertaken to comply with the ADA or Other Disability Laws because of (i) any special or unique use or activity in the Leased Premises other than as set out in Section 1 (i), or (ii) the performance of any Alterations within the Leased Premises, the responsibility for such modification or action (including the payment of all costs incurred in connection therewith) shall be the responsibility of Tenant. Landlord represents and warrants that Leased Premises will comply with the ADA and Other Disability Laws effective upon the Commencement Date.

E. **Hazardous Substances.**

(1) Properties built before 1978 may contain lead based paint, asbestos and other materials which may pose a health risk if not taken care of properly. The Lease Premises was built before 1978 and as such it may contain one (1) or more of the aforementioned substances. Landlord represents and warrants to Tenant that Landlord has owned the Property for less than thirty (30) days and to the best of its knowledge (i) there are no Hazardous Substances in the Building (ii) there has not been any release or threatened release of any Hazardous Substances, (iii) neither Landlord nor any of its other tenants has used, stored, generated or disposed of any Hazardous Substances in the Building (except to the extent the operations of Landlord or other tenants involve the use, storage or generation of Hazardous Substances, in which event Landlord shall not be in default hereunder so long as Landlord or such other

tenants complied, and continue to comply, with the requirements of all applicable Environmental Laws), and (iv) the Building is in compliance with all federal, state and local environmental laws, ordinances, rules and regulations (collectively, "Environmental Laws"). Landlord shall be liable for the removal of, and performance of any remedial work required in connection with, any Hazardous Substances located, discharged, leaked or emitted on, in, above or under the Building prior to the Commencement Date and also for any Hazardous Substances located, discharged, leaked or emitted onto, on, in, above, under or around the Building as a result of any act and/or omission of Landlord or its agents, employees, contractors or licensees before the Commencement Date. Landlord shall indemnify, defend and hold Tenant and its employees, contractors, agents, officers, directors, assigns and successors and their affiliates harmless from any and all claims, losses, costs, actual damages, fines, judgments, penalties and expenses (including, without limitation, reasonable attorneys', consultant and expert fees) incurred in connection with the aforementioned actions and in connection with any representation of Landlord made in this Lease regarding Hazardous Substances being materially false at the time such representation was made. Tenant shall have the right to terminate this Lease in the event of a release or threatened release of any Hazardous Substances caused by the activities of Landlord.

(2) During the Lease Term, Tenant shall not use, store, generate or dispose of any Hazardous Substances, or permit the use, storage, generation or disposal of any Hazardous Substances by its employees, agents, contractors, licensees or subtenants, in, on, above or below any part of the Building other than is legally allowed and necessary or appropriate for Permitted Use; provided, however, that for any Hazardous Substances legally allowed and necessary or appropriate for the Permitted Use of the Leased Premises, Tenant shall store and dispose of such Hazardous Substances in accordance with all applicable laws. Tenant shall indemnify, defend and hold Landlord and its employees, contractors, agents, officers, members, assigns and successors and their affiliates harmless from any and all claims, losses, costs, actual damages, fines, judgments, penalties and expenses (including, without limitation, reasonable attorneys', consultant and expert fees) arising during or after the Lease Term as a result of any use, storage, generation or disposal of Hazardous Substances in or on the Building in violation of applicable Environmental Laws by Tenant or its employees, agents, contractors, licensees or subtenants during the Lease Term. As used herein, "Hazardous Substance" means (i) any substance which is toxic, ignitable, reactive or corrosive and which is regulated by any local government, the State of North Carolina, or the United States government; (ii) any and all materials or substances which are defined as "hazardous waste," "extremely hazardous waste" or a

"hazardous substance" pursuant to state, federal or local governmental law; and (iii) polychlorobiphenyls ("PCB's") and petroleum. "Hazardous Substance" does not mean lead based paint, asbestos and other materials which were commonly used in construction prior to 1978.

(3) The provisions contained in this Section 5(E) shall survive the expiration or sooner termination of this Lease.

6. RENT AND OTHER CHARGES.

A. Payment of Base Rent. From and after the Commencement Date, Tenant shall pay to Landlord monthly Base Rent for the Lease Term according to the following schedule:

Lease Month	Monthly Rental	Lease Month	Monthly Rental
1	$3,000.00	7	$3,000.00
2	$3,000.00	8	$3,000.00
3	$3,000.00	9	$3,000.00
4	$3,000.00	10	$3,000.00
5	$3,000.00	11	$3,000.00
6	$3,000.00	12	$3,000.00

Base Rent shall be payable in twelve (12) equal monthly installments, each due in advance to the Landlord at the address specified in Section 31(A) on the first day of each and every month during the Lease Term. Rent for any partial month shall be prorated for the number of days in the month for which such Rent is due. All Rent and any other sums due Landlord under this Lease shall be paid without notice or demand and without set-off, deduction, defense, counterclaim or abatement of any kind, except as otherwise expressly provided herein.

Monthly Base Rent during the Renewal Term shall be increased to Three Thousand One Hundred and no/100 ($3,100.00) per month plus Additional Rent as defined herein.

B. Additional Rent. From and after the Commencement Date, Tenant shall pay to Landlord Additional Rent without set-off, deduction, defense, counterclaim or abatement of any kind, those charges designated as Additional Rent in this Lease in equal monthly installments in advance on or before the first day of the month for which said amounts are due (or in any lump sum if so provided under this Lease); however, if the Lease Term shall commence on a day other than the first day of the calendar month, the Rent for the portions of a month at the beginning of the Lease Term shall be prorated and paid in advance on or before the Commencement Date. The payment of such late charge shall be in addition to whatever remedies are available to Landlord pursuant to this Lease or at law or in equity as a result of such late payment.

C. Late Payment and Application of Receipts Received From Tenant. If Tenant fails to pay any installments of Rent on or before the 10th day of the month when such payment is due, a late charge shall be imposed in the amount equal to five percent (5.00%) of the payment (but in no event greater than the maximum amount permitted by law). The payment of such late charge shall be in addition to whatever remedies are available to Landlord pursuant to this Lease or at law or in equity as a result of such late payment. Landlord, acting in its sole discretion, shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligation of Tenant to Landlord regardless of the instructions of Tenant as to application of any sum whether such instructions are endorsed upon Tenant's check or otherwise, unless otherwise agreed upon by both parties in writing. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. The acceptance by Landlord of a check or checks drawn by anyone other than Tenant shall in no way affect Tenant's liability hereunder nor shall it be deemed an approval of any assignment of this Lease by Tenant.

D. Utilities. All utilities shall be in the name of Landlord and Tenant shall reimburse Landlord for Utilities by paying to Landlord, beginning on the Commencement Date, and on the first day of each calendar month during the term hereof, an amount equal to all the Utilities used by Tenant for the Premises. Upon receipt of bills, statements or other evidence of Utilities due, Landlord shall pay or cause to be paid the Utilities. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of Utilities paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment, as applicable, as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the Utility reimbursements paid hereunder except as provided in this paragraph.

Excepting Landlord's obligations under Section 18.A. herein or otherwise as specifically set forth herein, Landlord shall not be liable to Tenant for any failure, modification, or interruption of any utility service whatsoever, including, by way of example rather than by limitation, any such failure, modification or interruption which either (i) arises out of an Act of God or (ii) is required by any federal or other law or regulation relating to the furnishing or consumption of energy or the temperature of buildings, or any other applicable law unless the failure results from Landlord's negligence or intentional conduct.

E. Personal Property Taxes. Tenant shall pay all taxes and assessments due with respect to Tenant's personal property or any improvements to the Premises.

7. EVENTS OF DEFAULT AND REMEDIES.

A. Default by Tenant. The occurrence of any of the following shall be a default by Tenant, and each shall constitute an "Event of Default" hereunder without notice from Landlord unless expressly required herein:

(1) Tenant shall fail to pay Rent on its due date or shall fail to make any other payment when required pursuant to this Lease (regardless of whether or not any legal or formal demand has been made therefor) if such failure is not cured within ten (10) days after written notice thereof has been given to Tenant;

(2) Tenant shall violate or fail to perform any of the terms, conditions, covenants or agreements herein made by Tenant (if such failure is not cured within thirty (30) days after written notice thereof has been given to Tenant, unless the provision herein specifies a shorter cure period after written notice of the failure (provided that such 30-day notice and cure period shall be decreased or dispensed with, as reasonably required, in cases of emergency or in circumstances where such failure will result in a default by Landlord under other leases of space in the Building); provided, however, that if the nature of Tenant's obligation is such that more than thirty (30) days are required for performance, then Tenant shall not be in default if Tenant commences performance within the thirty (30) days period and thereafter diligently prosecutes the same to completion;

(3) Tenant becomes insolvent or unable to pay its debts as they become due, or Tenant notifies Landlord that it anticipates either condition, or Tenant shall be adjudicated a bankrupt or file a voluntary petition in any bankruptcy or insolvency proceeding, or Tenant notifies Landlord that it intends to file such a petition, or if any involuntary petition in any bankruptcy or insolvency proceeding shall be filed against Tenant and not discharged by Tenant within sixty (60) days from the date of filing, or if Tenant or any creditor of Tenant notifies Landlord that it knows of or expects such a petition to be filed;

(4) Tenant shall make or consent to an assignment for the benefit of creditors or a common law composition of creditors, without the prior written consent of Landlord;

(5) A receiver or trustee shall be appointed for Tenant's leasehold interest in the Leased Premises or for all or substantially all of Tenant's assets; and/or

(6) Tenant shall make a transfer in fraud of creditors.

B. Remedies. Upon the occurrence of any Event of Default, Landlord shall have the right to pursue anyone or more of the following rights and remedies without further notice or demand of any kind to Tenant or any other person, except as required by applicable state law:

(1) Landlord may terminate this Lease and Tenant's right to possession of the Leased Premises and reenter the Leased Premises, take

possession thereof and remove all persons therefrom, without being liable for prosecution or any claim of damages therefor, following which Tenant shall have no further claim thereon or hereunder. Upon any such termination, Landlord shall be entitled to the following as damages, in addition to its other remedies set forth herein and/or permitted by law: (i) any unpaid Rent, including interest thereon which is due and owing at the time of such termination; plus (ii) that Rent, including interest thereon, which would have been earned after termination until the time of judgment; plus (iii) an amount equal to the Rent for the balance of what otherwise would have been the Lease Term had the same not been terminated; plus (iv) any other amount necessary to compensate Landlord for all of the damages caused by Tenant's failure to perform its obligations under this Lease, including, without limitation, the reasonable costs of restoring the Leased Premises to its condition when Tenant first leased the Premises, ordinary wear and tear excepted, brokerage fees, reasonable attorneys' fees, loss and damage due to the failure of Tenant to maintain and/or repair the Leased Premises as required hereunder and/or due to the inability of Landlord to relet the Leased Premises on satisfactory terms or otherwise, using commercially reasonable efforts to do so.

(2) Without terminating this Lease and the obligations of Tenant hereunder, Landlord may terminate Tenant's right of possession of the Leased Premises and reenter the Leased Premises and occupy the whole or any part thereof and take possession thereof and remove all persons therefrom, without being liable for prosecution or any claim of damages therefor;

(3) Even though Landlord may have reentered the Leased Premises without terminating this Lease, in accordance with subsection (2) above, Landlord may elect thereafter to terminate this Lease;

(4) Without terminating this Lease and the obligations of Tenant hereunder, Landlord may enter upon the Leased Premises and do whatever Tenant is obligated to do under the terms of this Lease and take possession thereof and remove all persons therefrom, without being liable for prosecution or any claim of damages therefor and Tenant agrees to reimburse Landlord on demand for any reasonable expense which Landlord may incur in effecting compliance with Tenant's obligations under this Lease and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action;

(5) Without terminating this Lease and the obligations of Tenant hereunder, Landlord may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems property, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, with Landlord taking commercially reasonable efforts to

mitigate damages, as provided in Section C(3) below. Tenant shall be entitled to a credit for all rental income received by Landlord (if any) in the reletting of the Leased Premises, although said credit shall not in any event result in a payment or payments to Tenant if the amount received by Landlord in connection with such reletting exceeds the amount owed by Tenant hereunder. Notwithstanding anything to the contrary, Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages.

(6) Landlord may exercise all other remedies and seek all damages available to Landlord at law or in equity, including without limitation injunctive relief of all varieties. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof. Tenant acknowledges and understands that Landlord's acceptance of partial rental will not waive Tenant's breach of this Lease or limit Landlord's rights against Tenant hereunder.

C. General Provisions Regarding Landlord's Remedies.

(1) Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer, eviction or summary ejectment statutes of the State of North Carolina and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of, or at any time subsequent to, the serving of such notice and such election is evidenced by a written notice to Tenant) be deemed to be a termination of this Lease.

(2) The rights and remedies given to Landlord in this Section 7 shall be cumulative and are in addition to all other rights or remedies which Landlord may have under laws in force when the default occurs.

(3) In the event Landlord elects to repossess the Leased Premises without terminating the Lease, Landlord shall take any such steps required by law to mitigate its damages and relet the Leased Premises or any part thereof for such Rent and upon such terms as Landlord deems appropriate in its reasonable discretion (the "Mitigating Rent") with the right to make alterations and improvements to the Leased Premises required by any new tenant as to place the Leased Premises in a rentable condition comparable to the condition of the Premises upon Tenant's first occupancy. If an amount equal to the full Rent which would have been paid by Tenant hereunder, plus the expenses incurred by Landlord in connection with such reletting, including without limitation, costs of cleaning, painting, repairing or refitting the Leased Premises, advertising, broker fees, municipal fees and legal fees for preparation and negotiation of the replacement lease (the "Relet Charges"), shall not be realized by Landlord in connection with such reletting, Tenant shall

remain liable for all damages sustained by Landlord, including without limitation, any deficiency between the Mitigating Rent and the Rent and Relet Charges.

(4) Except as may be required by law, Landlord shall have no obligation or duty to relet or attempt to relet the Leased Premises, and Landlord's failure to relet the Leased Premises shall not release or affect Tenant's liability hereunder. Without in any way limiting the foregoing, Landlord shall have no obligation to relet the Leased Premises or any portion thereof in preference or priority to any other space Landlord may have available for rent in the Building or the Project, and, if Landlord does rent the Leased Premises or any portion thereof, it shall do so to further its own interest and shall not act as agent for Tenant with regard to any economic interest which Tenant may otherwise claim with respect to the Leased Premises unless Landlord, by supplemental written agreement, is contracted by Tenant to do so.

(5) In the event Landlord elects to re-enter or take possession of the Leased Premises after Tenant's default, Tenant hereby waives notice of such re-entry or repossession and of Landlord's intent to re-enter or retake possession. Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, expel or remove Tenant and any other person who may be occupying said Premises or any part thereof.

(6) This Section 7 shall be enforceable to the maximum extent not prohibited by applicable law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion. To the extent any provision of applicable law requires some action by Landlord to evidence or effect the termination of this Lease, or to evidence the termination of Tenant's right of occupancy, Tenant and Landlord hereby agree that notice, in writing only and delivered in accordance with Section 31(A) herein, shall be sufficient to evidence and effect the termination therein provided for.

(7) Landlord shall have the right, with or without terminating this Lease, to re-enter the Leased Premises and remove all persons and property from the Leased Premises without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer and without incurring any liability for any damage resulting therefrom, Tenant hereby waiving any right to claim damage for such reentry and expulsion, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law. All property removed by Landlord may be stored in a public warehouse or elsewhere at the cost of and for the amount of Tenant in a commercially reasonable manner and in accordance with the requirements of applicable law, and Landlord shall have no liability whatsoever to Tenant therefor, including without limitation liability for trespass or conversion. No re-entry or taking

possession of the Leased Premises by Landlord pursuant to this Section 7 shall be construed as an acceptance of a surrender of the Leased Premises or an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction and Tenant's liability under this Lease shall continue until the Lease Term and any exercised renewal option would have expired and such termination not occurred.

(8) Landlord may sell at a commercially reasonable public or private sale, all or any part of Tenant's property recovered by Landlord in accordance with the foregoing section with or without having such property at sale. At any such sale, Landlord or its assigns may purchase unless otherwise prohibited by law. The proceeds from any such disposition, less any and all expenses (including legal fees) connected with the taking of possession, holding and selling of Tenant's property, first shall be paid from the proceeds realized on such sale and the balance applied to amounts due to Landlord hereunder. Any surplus shall be paid to Tenant or as otherwise required by law, and Tenant shall remain responsible for any deficiencies. In connection herewith, Landlord shall have any and all of the remedies afforded to secured parties under the provisions of the Uniform Commercial Code, as codified in North Carolina.

D. Right of Landlord to Cure Tenant's Default. Whenever Tenant defaults in the making of any payment required hereunder or in the doing of any act herein required to be made or done by Tenant, then Landlord, with prior notice to Tenant at least thirty (30) days in advance, may make such payment or do such act on Tenant's behalf but shall not be required to do so, provided that Tenant does not cure the default within such thirty (30) day period. All costs incurred by Landlord to satisfy Tenant's obligations, including without limitation payment of any penalty or fine which may be imposed as a result of Tenant's failure or violation, shall be paid by Tenant as Additional Rent within ten (10) business days of Landlord's demand for reimbursement (unless otherwise expressly provided herein), after which time interest shall be applied at the Stipulated Rate (hereinafter defined). The making of such payment or the taking of such action by Landlord shall not operate to cure or waive such default by Tenant nor prevent Landlord from exercising any other remedy available to Landlord.

E. Remedies. In the event of any default by Tenant, and in addition to any specific remedies otherwise set forth in this Lease, Landlord shall have any and all remedies allowed by law or equity upon Tenant's default including but not limited to termination of the Lease, money damages, injunction, and off set.

8. END OF TERM, HOLDING OVER AND ATTORNEYS' FEES. Upon the expiration of the Lease Term or other termination of this Lease, Tenant shall quit and surrender to Landlord the Leased Premises, broom clean, in good order and condition, ordinary wear and tear excepted, and Tenant shall remove from the Leased Premises all of its property. If Tenant shall hold over after the expiration of the term or other termination of this Lease, such holding over shall not be deemed to be a renewal or extension of this Lease, but shall be deemed to create a tenancy-at-will and by such

holding over Tenant shall be deemed to have agreed to be bound by all of the terms and conditions of this Lease except those as to the term hereof and except that during such tenancy-at-will, Tenant shall pay, in addition to any Additional Rent due under this Lease, Base Rent as the same may have been increased at that rate equal to one hundred fifteen percent (115.0%) of that provided for in the foregoing Section 6. Tenant will be liable to Landlord for any and all damages suffered or incurred by Landlord, directly or indirectly, arising out of or resulting from Tenant's failure to vacate the Leased Premises in accordance with terms of this Lease if such holding over shall last more than thirty (30) days. If any Rent or other sum owing under this Lease is collected by or through an attorney-at-law, Tenant agrees to pay Landlord's reasonable attorneys' fees in connection with such collection actions.

9. ASSIGNMENT AND SUBLETTING. Tenant may not transfer, mortgage, encumber, assign, or sublease all or part of the Leased Premises without Landlord's prior written consent. Landlord's consent to any assignment or sublease shall not be unreasonably withheld or unduly delayed. Notwithstanding anything in the foregoing to the contrary, no sublease or assignment shall relieve Tenant of its obligations under this Lease.

A. Standard for Consent. The Landlord's consent shall not be considered unreasonably withheld if: (i) the proposed subtenant's or assignee's financial responsibility does not meet the same criteria Landlord uses to select comparable tenants, (ii) the proposed subtenant's or assignee's business is not suitable for the Building considering the business of the other tenants and the Building's prestige, or (iii) the proposed use is inconsistent with the use permitted by this Lease.

B. Procedure. In those cases in which Landlord's consent to an assignment or a sublease is required, Tenant must provide Landlord in writing, prior to entering into any such assignment or sublease: (i) the name and address of the proposed subtenant or assignee, (ii) the nature of the business that the proposed subtenant or assignee will operate in the Leased Premises, (iii) the terms of the proposed sublease or assignment, and (iv) sufficient financial information to enable the Landlord to evaluate the proposed subtenant or assignee and guarantor(s). Regardless of whether any assignment or sublease requires Landlord consent, however, Tenant shall deliver to Landlord, for its records, all such information for any tenant or subtenant taking space at the Leased Premises promptly after such tenant enters.

Tenant shall pay to Landlord as Additional Rent, any and all costs and expenses and other costs, overhead and attorney's fees incurred by Landlord in connection with any proposed assignment or subletting in an amount not to exceed one thousand ($1,000.00) dollars with payment being due on the earlier of Landlord the Landlord's decision of approval or denial of the proposed sublease or assignment; or, the expiration of thirty (30) day period provided below. Tenant shall also be responsible for all brokerage commissions and fees and similar charges relating to any sublease or assignment and shall indemnify and hold Landlord harmless from and against any and all claims, costs, expenses and liabilities incurred by Landlord relating to the same.

Landlord, within thirty (30) days after receiving the information required under

this section, shall give notice to Tenant of the approval or denial of the proposed sublease or assignment. If Landlord denies consent, it must explain the reasons for the denial. If Landlord does not give notice within the thirty (30) day period, then Tenant may sublease or assign part or all of the Leased Premises upon the terms Tenant provided pursuant to the requirements of this section.

C. **Conditions.** Except as set forth above, subleases and assignments by Tenant are also subject to the following conditions: (i) the terms of this Lease, (ii) the term shall not extend beyond the Lease Term, (iii) Tenant shall remain liable for all Lease obligations, and (iv) consent to one sublease or assignment does not waive the consent requirement for future assignments or subleases. No permitted assignment or sublease shall be valid and no assignee or sublessee shall take possession of the Leased Premises assigned or sublet unless, within ten (10) days after the execution thereof, Tenant shall deliver to Landlord a duly executed duplicate original of such assignment or sublease in form satisfactory to Landlord which provides that (i) the assignee or sublessee assumes Tenant's obligations for the payment of Rent and for the full and faithful observance and performance of the covenants, terms and conditions contained herein, and (ii) that said assignee or sublessee will, at Landlord's election, attorn directly to Landlord in the event Tenant's Lease is terminated for any reason. Said duplicate original of the instrument of assignment or sublease shall be accompanied by a certification evidencing approval by the board of directors of Tenant and such assignee or subtenant, if either is a corporation, which resolution authorizes the signatories to such instrument of assignment or sublease to execute same in the name and on behalf of the corporation executing same.

10. ALTERATIONS BY TENANT. Tenant shall make no structural, electrical, plumbing or mechanical alterations, additions or improvements to the Leased Premises without the prior written consent of Landlord; except that Tenant may, without obtaining Landlord's consent, make alterations or improvements (a) if the alterations or improvements do not adversely affect the structural elements or mechanical systems of the Building, do not exceed seven hundred fifty and no/100 Dollars ($750.00) in cost (excluding the cost of equipment, machinery, personal property, or other items installed by Tenant [collectively, "Tenant's Property"]) and do not violate applicable Laws or (b) if the alterations or improvements are required by law. All structural, electrical, plumbing or mechanical alterations, additions and improvements made by, for, or at the direction of Tenant shall, when made, except for Tenant's Property, become the property of Landlord and shall remain upon, and be surrendered with, the Leased Premises as a part thereof at the expiration or earlier termination of this Lease. Upon the expiration or any earlier termination of this Lease, Tenant shall promptly reimburse Landlord for any expense or cost incurred by Landlord in restoring the Leased Premises to the condition in which the Leased Premises were at the time Tenant completed Tenant's Work, ordinary wear and tear, fire and other casualty not caused by Tenant, and additions and improvements to the Leased Premises consented to in writing by Landlord excepted. Notwithstanding the above, Landlord's consent shall not be required for the movement of equipment workstations, computers, telephones and any standard equipment in the Leased Premises or for painting and other nonstructural decoration.

In the event that, upon receiving the required consent from Landlord, Tenant constructs any structural, electrical, plumbing or mechanical improvements to the Leased Premises, then those improvements must be constructed (a) using, at least, finishes which are standard to the Building and according to plans and specifications and using only contractors and subcontractors approved by Landlord in advance, which approval shall not be unreasonably withheld, conditioned or delayed, (b) in compliance with all applicable laws, ordinances, rules, building codes, and regulations of Federal, State, municipal and county authorities, including without limitation, the procurement of a building permit, and (c) in a diligent, good and workmanlike manner. Tenant, or Tenant's contractor, shall obtain a Builders' Risk Insurance Policy in such amount as is reasonably requested by Landlord, naming Landlord as an additional insured and providing that it will not be canceled without giving Landlord at least fifteen (15) days prior written notice thereof. Any mechanical or electrical work and penetration of floors must be performed by contractors and subcontractors who are reasonably acceptable to Landlord. Upon completion of Tenant's Work, or if there are structural alterations after Tenant completes Tenant's Work, Tenant must furnish Landlord with a complete set of as-built plans and specifications for the same. Tenant will not permit, and to the extent allowed by law, will indemnify Landlord and hold it harmless from, any mechanic's or materialmen's liens against the Leased Premises, in connection with any such alterations or improvements.

11. **PROPERTY OF TENANT.** Notwithstanding anything in this Lease to the contrary, all property placed on the Leased Premises by, at the direction of, or with the consent of, the Tenant, its employees, agents, licensees or invitees, shall be at the risk of the Tenant or the owner thereof, and Landlord shall not be liable for any loss of or damage to said property unless the loss or damage directly and wholly results from Landlord's or its employees, agents, licensees or invitees' gross negligence or intentional misconduct.

12. **LANDLORD'S RIGHT OF ENTRY.** Provided (i) any such entry does not unreasonably interfere with Tenant's business operations therein; (ii) Landlord provides reasonable notice of not less than twenty-four (24) hours (except in cases of emergency); and, (iii) Landlord is accompanied by the Pender County Clerk of Superior Court or her representative, Landlord shall have the right to enter, and to grant licenses to enter, the Leased Premises at any reasonable time and for such lengths of time as is reasonably necessary for the following purposes: (a) to inspect the Leased Premises; (b) to show the Leased Premises to prospective tenants within the last six (6) months of the Lease Term; (c) to show the Lease Premises to prospective purchasers; (d) to make alterations or repairs to the Leased Premises or to the Building; (e) for any purpose which Landlord shall deem reasonable and necessary for the operation and maintenance of the Building; (f) to remove from the Leased Premises placards, signs, fixtures, alterations or other items in violation of this Lease; or (g) to abate any condition which constitutes a violation of law, governmental regulation or any covenant or condition of this Lease. No such entry by Landlord shall in any manner affect Tenant's obligations and covenants under this Lease, and no such entry shall in and of itself, without proof of negligence on the part of Landlord, render Landlord liable for any loss of or damage to the property or business of Tenant. Landlord may advertise the Leased Premises (i) "For Rent" at any time after one hundred-twenty (120) days prior to the expiration of the

Lease Term and (ii) "For Sale" throughout the Lease Term. Notwithstanding the forgoing, Landlord's right of entry is expressly conditioned on

13. INDEMNIFICATION. Tenant agrees, to the extent allowed by law, and subject to the following paragraph to indemnify and hold Landlord, and any successor to Landlord, harmless, against and from any claim, demand, action, proceeding, suit, liability, loss, judgment, expense (including reasonable attorneys' fees) and damages of any kind or nature whatsoever by or on behalf of any person, firm or corporation that Tenant is legally obligated to pay arising by reason of injury to person or property occurring on the Leased Premises or the Building occasioned in whole or in part by any negligence (to the extent of such negligence) or intentional misconduct on the part of Tenant or any employee, agent, assignee or subtenant of Tenant, or by reason of the unlawful use by Tenant, or any tenants, licensees, invitees, agents, servants and employees of Tenant, of the Leased Premises or by reason of any breach, violation or non-performance of any covenant in this Lease on the part of Tenant to be observed or performed. Tenant agrees to pay Landlord promptly for all damage (other than normal wear and tear and casualty covered by Landlord's insurance) to the Building, the Leased Premises or the apparatus and appurtenances thereto caused by Tenant, its employees, agents, guests, servants and visitors, and Tenant agrees in any event to reimburse and compensate Landlord as Additional Rent within five (5) days of rendition of any statement to Tenant by Landlord for expenditures made by Landlord or for fines sustained or incurred by Landlord due to non-performance or noncompliance with or breach or failure to observe any term, covenant or condition of this Lease upon Tenant's part to be kept, observed, complied with or performed.

Subject to the preceding paragraph, Landlord agrees to indemnify, and hold Tenant harmless against and from any claim, demand, action, proceeding, suit, liability, loss, judgment, expense (including reasonable attorneys' fees) and damages of any kind or nature whatsoever by or on behalf of any persons, firm, or corporation arising by reason of injury to person or property occurring at the Building or the Leased Premises occasioned in whole or in part by any gross negligence or intentional misconduct of the Landlord or any employee, contractor, servant or agent of Landlord as well as any loss or damage resulting by reason of any breach, violation or non-performance of any covenant in this Lease upon Landlord's part to be observed or performed.

Subject to the preceding paragraph, Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any tenant or other occupant of the Building or by any owner or occupant of adjoining or contiguous property.

14. TAXES. Landlord shall pay when due all real estate taxes and assessments of any kind or nature which are now or may hereafter be imposed upon the demised premises; and the Tenant shall pay when due all taxes and assessments of any kind or nature imposed or assessed upon fixtures, equipment, merchandise or other property installed in or brought onto the demised premises by or for Tenant.

15. INSURANCE AND INSURANCE RATES.

A. Insurance.

Throughout the Term of this Lease, Tenant at its sole cost and expense shall keep or cause to be kept for the mutual benefit of Landlord and Tenant, public liability and property damage insurance with combined single limit coverage of at least TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) (with appropriate cross-liability endorsements so showing), which policies insure against all liability of Tenant, Tenant's authorized representatives, and anyone for whom Tenant is responsible, arising out of and in connection with Tenant's use of the Premises or the Building, and which shall insure Tenant's performance of the indemnity provisions contained herein. Tenant shall also insure its personal property and fixtures located in the Premises and any improvements made by Tenant for their full reasonable insurable value, and Tenant shall neither have, nor make, any claim against Landlord for any loss or damage to the same, regardless of the cause thereof.

Anything in this Lease to the contrary notwithstanding, Landlord hereby releases and waives unto Tenant, its successors and assigns, and Tenant hereby releases and waives unto Landlord, its successors and assigns, all rights to claim damages for any injury, loss, cost or damage to persons or to the Premises or Building or any other casualty, as long as the amount of which injury, loss, cost or damage has been paid either to Landlord, Tenant, or any other person, firm or corporation, under the terms of any fire, extended coverage, public liability or other policy of insurance, to the extent such releases or waivers are permitted under applicable law. All policies of insurance carried or maintained pursuant to this Lease shall contain, or be endorsed to contain, a provision whereby the insurer waives all rights of subrogation against either Tenant or Landlord.

Tenant assumes all risk of damage or loss to its property or injury or death to persons in, on, or about the Premises, from all causes except those for which the law imposes liability on Landlord regardless of any attempted waiver thereof, and Tenant hereby waives such claims in respect thereof against Landlord. The provisions of this paragraph shall survive the termination of this Lease.

Landlord shall keep the Building insured against damage and destruction by fire, earthquake, vandalism, and other perils in the amount of the full replacement cost of the Building, as the value may exist from time to time.

Tenant shall keep its personal property and trade fixtures in the Premises and Building insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and fixtures. Tenant shall also keep any non-Building-standard improvements made to the Premises at Tenant's request insured to the same degree as Tenant's personal property. Tenant shall maintain rent or business interruption insurance for period and in amounts satisfactory to the Landlord.

In the event of Tenant's failure, in whole or in part, at any time during the Term hereof, to obtain insurance required to be carried by Tenant under the provisions hereof or to provide such evidence hereof in timely fashion, Landlord shall have the right (but

shall not be obligated) to procure such insurance and Tenant shall pay to Landlord the costs and expenses thereof. Tenant hereby waives any claim or right or action which it may have against Landlord for any loss or damage covered by such insurance.

B. Waiver of Subrogation. Notwithstanding anything contained in this Lease to the contrary, Landlord and Tenant each hereby waive any and all rights of recovery against the other party, directly or by way of subrogation or otherwise, and against officers, partners, directors, employees, agents, and representatives of the other party, for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant; provided, however, that this release shall be applied and in force and effect, only to the extent that such release shall be lawful at the time and in the event that such release shall not adversely affect or impair said policies or prejudice the right of the waiving party to recover thereunder and then only to the extent of the insurance proceeds payable under such policies.

C. Risks. Tenant and Landlord shall not do or cause to be done, or permit on the Leased Premises or in the Building, anything deemed to increase the hazard of damage or destruction by fire or other cause; and except a for Permitted Use, Tenant shall not use the Leased Premises, or the Building, in any manner which will cause an increase in the premium rate for any insurance in effect on the Building or a part thereof. If, because of anything done, caused to be done, permitted or omitted by Tenant or its agents, servants or employees, the premium rate for any kind of insurance in effect on the Building or any part thereof shall be raised, Landlord shall give Tenant thirty (30) days notice to cure, if Tenant does not cure within such period, Tenant shall pay Landlord on demand the amount of any such increase in premium which Landlord shall pay for such insurance due solely to Tenant's actions.

16. FIRE OR OTHER CASUALTY.

A. Standards for Termination.

In the event the Premises are damaged by any peril covered by standard policies of fire and extended coverage insurance, the damage shall, except as hereinafter provided, promptly be repaired by Landlord, at Landlord's expense but, that in no event shall Landlord be required to repair or replace Tenant's stock-in-trade, trade fixtures, furniture, furnishings, equipment or personal property, which shall be the obligation of Tenant to replace to at least equal condition immediately prior to such damage. In the event (a) the Premises are damaged to the extent of seventy-five percent (75.00%) or more of the cost of replacement of the Premises, Landlord may elect either to repair or rebuild the Premises or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the event causing the damage. Notwithstanding the foregoing, in the event that the Premises is damaged and the cost of replacement is less than seventy-five percent (75.00%) of the cost of replacement of the Premises, Landlord shall nevertheless be required to restore the Premises provided that Tenant advises Landlord of its intent to exercise the subsequent Option Term within thirty (30) days following the occurrence of the damage to the Premises. If the casualty, repairing, or rebuilding shall render the Premises untenantable, in whole or in

part, a proportionate abatement of the Rent shall be allowed until the date Landlord completes the repairs or rebuilding. If the casualty, repairing, or rebuilding shall render more than fifty percent (50.00%) of the Premises untenantable for more than one hundred twenty (120) days, Tenant shall have the option, in its sole discretion, to terminate this Lease by giving Landlord written notice of such termination. If there is a casualty in the Building, but there is no damage to the Premises such that Tenant cannot recover under Tenant's casualty and business loss insurance, Landlord may not terminate the Lease unless Landlord pays Tenant's relocation expenses and reimburses Tenant for the cost of fitting out the new space comparably to the Premises.

In the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Leased Premises, Building or Land requires that any insurance proceeds be paid to it, and the payment of such insurance proceeds reasonably deprives Landlord of the funds necessary to restore or rebuild the Building or the Leased Premises, then subject to the Landlord's obligation to Landlord's obligations to relocate Tenant and pay for Tenant's costs to fit out its new space if Tenant cannot collect insurance proceeds, Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such person, whereupon this Lease shall end on the date of such damage as if the date of such damage were the date originally fixed in this Lease for the expiration of the term.

In the event of any damage or destruction to the Building or the Leased Premises by any peril covered by the provisions of this Section 16, Tenant shall, upon notice from Landlord, remove forthwith at its sole cost and expense, all or such portion of the property belonging to the Tenant or its licensees from all of the Building, the Leased Premises, or such portion as Landlord shall request.

17. **EMINENT DOMAIN.** If more than twenty-five percent (25.00%) of the floor area of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, then either party hereto shall have the right to terminate this Lease effective on the date physical possession is taken by the condemning authority or private purchaser. If less than twenty-five percent (25.00%) of the floor area of the Leased Premises is taken for any public or quasi-public use in said manner, this Lease shall not terminate. However, in the event any portion of the Leased Premises is taken and this Lease is not terminated, the rental specified herein shall be reduced during the unexpired term of this Lease in proportion to the area of the Leased Premises so taken and the reduction shall be effective on the date physical possession is taken by the condemning authority or private purchaser. Any election to terminate this Lease following condemnation shall be evidenced only by written notice of termination delivered to the other party not later than fifteen (15) days after the date on which physical possession is taken by the condemning authority or private purchaser and shall be deemed effective as of the date of said taking. If, however, this Lease is not terminated following a partial condemnation, Landlord shall promptly make all necessary repairs or alterations to the Building and Leased Premises which are required to make the Building usable by Tenant subsequent to such taking.

All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) whether for the whole or part of the Leased Premises, shall be the property of the Landlord whether such award is compensation for damages to Landlord's or Tenant's interest, provided Landlord shall have no interest in any award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property within the Leased Premises, relocation expenses or other losses to which Tenant is entitled by law if a separate award for such items is made to Tenant.

18. REPAIRS AND MAINTENANCE.

A. Repairs and Maintenance by Landlord. Landlord will maintain, repair and keep in a state of good condition the roof, exterior walls, structural columns, roof penetrations and structural floors which collectively enclose the Building but excepting any work done by Tenant, and all doors, door frames, storefronts, windows and glass; provided, however, that if any such repair is required by reason of Tenant's negligence or the negligence of any of its agents, employees or customers, or other persons using the Building with Tenant's consent, express or implied, Tenant shall be solely responsible for the repair and Landlord shall not be liable to Tenant, except as expressly provided in this Lease, for any damage or inconvenience resulting therefrom. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach or Tenant's agents, employees, invitees, assignees, or customers breach of the provisions of this Section 18.

B. Repairs and Maintenance by Tenant. To the limits of liability set forth in this Section and in accordance with the scopes of responsibility and other limitations of Section 18.A. above and otherwise herein, Tenant shall at its sole cost and expense maintain in good order and repair the Lease Premises and the Building, and all interior and exterior elements of the Building and/or Lease Premises, including all interior mechanical, plumbing, electrical, and HVAC systems. In addition to the above and any other provisions in this Lease which obligation Tenant to perform maintenance, repair and replacement duties relative to the Lease Premises and/or Building Tenant shall have the following maintenance repair and replacement responsibilities:

(1) Tenant shall supply its own janitorial services, remove any and all waste and rubbish produced by Tenant in the course of its operations on the Leased Premises, and keep the Leased Premises in a clean, sanitary, orderly and safe condition to the reasonable satisfaction of Landlord and in accordance with any rules or regulations from time to time in effect during the Lease Terms, Tenant shall care for the grounds around the Building and Lease Premises, including the mowing of grass, care of shrubs and landscaping and shall not commit or allow waste to be committed on any portion of the Lease Premises.

(2) Tenant shall keep the interior of the Premises in good repair, heating, ventilating, air conditioning ("**HVAC**") and other mechanical installations and shall maintain and repair all doors (exterior and interior) and all plate glass and window glass,

effecting all such repairs and replacements at its own expense and employing materials and labor of a kind and quality equal to the original installations. If Tenant fails to replace or repair equipment or other installations in or about the Premises as above provided, then immediately after advising Tenant in writing as to the necessity therefor, Landlord may accomplish the required work and add the cost thereof to the next due rental installment(s), but Tenant shall not be liable to the Landlord for any failure to fulfill the obligations of this Section 17 until such time as the Tenant shall be notified, as aforesaid, in writing of the requirements therefor. Tenant, at its sole cost and expense, agrees to keep in force a standard maintenance agreement on all HVAC equipment and to provide a copy of such maintenance agreement to Landlord. The agreement shall require a semiannual inspection of such equipment and the ducts within any such system and Tenant will furnish Landlord with semiannual certifications by the inspection company that such equipment is in good repair. Any repairs or replacement required to be made to such HVAC equipment shall be done or made only by such persons or corporations as have been approved in advance by Landlord. Tenant shall also be responsible for the installation and maintenance of all applicable fire extinguishers, life safety equipment and related equipment required by applicable law and for the periodic maintenance and servicing of same consistent with applicable laws, regulations and manufacturer's recommendations.

(3) Tenant shall, at Tenant's own cost and expense, except for casualty for which Landlord has insurance coverage, repair or replace any damage done to the Common Areas, the Building, or any part thereof (including the Lease Premises and any exterior doors and windows) caused by caused by Tenant or Tenant's agents, employees, invitees, or visitors, and such repairs shall restore the damaged area to as good of a condition as existed prior to such damage and shall be effected in compliance with all applicable laws; provided, however, that if, within a reasonable period following written notice from Landlord of the need for such repairs or replacements, Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make the repairs or replacements, and Tenant shall pay the cost thereof to Landlord on demand as Additional Rent.

19. QUIET ENJOYMENT. Landlord agrees that Tenant, on paying the Rent and performing all the terms and conditions of this Lease, shall quietly have, hold and enjoy the Leased Premises for the term aforesaid.

20. SIGNAGE; BRANDING. Subject to any local zoning or building ordinances, Tenant shall be allowed to mount a sign on the Lease Premises near the entrance of the Building and/or on the Lease Premises at Tenant's expense subject to

prior consent and approval of the Landlord which shall not be unreasonably withheld. Landlord must approve the size, appearance and location of all signage, which approval will not be unreasonably withheld, conditioned or delayed.

21. INTEREST. Any payment due from Tenant to Landlord, except for Base Rent received when the same is due, shall bear interest from such date due until paid, at an annual rate of ten percent (10.00%); provided, however, in no event shall the interest rate exceed the maximum rate of interest proscribed by law. Payment of such interest shall not excuse or cure any default by Tenant. In addition, Tenant shall pay all costs and attorneys' fees incurred by Landlord in collection of such amounts.

22. FINANCING PROVISIONS.

A. Subordination, Attornment and Non-Disturbance. This Lease shall be subject and subordinate to the lien of any mortgages or deeds of trust (including all advances thereunder, renewals, replacements, modifications, supplements, consolidations, and extensions thereof) in any amount or amounts whatsoever now or hereafter placed on or against or affecting the Building or any part thereof, or Landlord's interest or estate therein, without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. Tenant shall, upon request by Landlord, execute a document which confirms all or any of its rights under this Lease is subject and subordinate to any and all mortgages and deeds of trust now existing or hereafter placed on the Building; provided, however, that Tenant's obligation to enter into any such subordination agreement shall be conditioned upon the receipt by Tenant of a non-disturbance agreement in form and content reasonably acceptable to Tenant which provides that Tenant will not be disturbed in the use or enjoyment of the Leased Premises so long as it is not in default hereunder. Tenant agrees that, provided Landlord or its successor or assign is not in default hereunder, this Lease shall remain in full force and effect notwithstanding any default or foreclosure under any such mortgage or deed of trust and that, subject to receipt of a non-disturbance agreement reasonably acceptable to it, it will attorn to the mortgagee, trustee or beneficiary of such mortgage or deed of trust, and the successor or assign of any of them, and to the purchaser or assignee under any foreclosure. Tenant will, upon request by Landlord, execute and deliver to Landlord, or to any other person designated by Landlord, any instrument or instruments, including but not limited to such subordination, attornment and nondisturbance agreements as may be required by the beneficiary in any deed of trust on the Building to give effect to the provisions of this section and shall execute and deliver to Landlord such amendments to this Lease as may be required by a proposed beneficiary in a deed of trust on the Building; except any amendment of the provisions of this Lease relating to the amount of rent, the purposes for which the Leased Premises may be used, the size and location of the Leased Premises, the duration of the term, the Commencement Date, or the improvements to be made by Landlord to the Leased Premises prior to the delivery of possession or any other modification which materially decreases Tenant's rights or increases Tenant's obligations hereunder. In no event shall this Lease, or any of Landlord's rights and remedies hereunder, be subject or subordinate to any Lien, chattel mortgage or other encumbrance against Tenant's interest in the leasehold created by this Lease or encumbering any property of Tenant located in or about the Leased Premises, it being

expressly understood and agreed that nothing contained in this Lease shall expressly or implicitly obligate Landlord to subordinate or waive any of Landlord's rights under this Lease or under the laws of the jurisdiction in which the Building is located.

B. Landlord's Financing. If Landlord's mortgagee or lender requires modification of this Lease, Tenant agrees to execute and deliver to Landlord the agreements required by Landlord's mortgagee or lender to effect such lease modifications, except any modification of the provisions of this Lease relating to the amount of rent, the purposes for which the Leased Premises may be used, the size and location of the Leased Premises, the duration of the term, the Commencement Date, or the improvements to be made by Landlord to the Leased Premises prior to the delivery of possession or any other modification which decreases Tenant's rights or increases Tenant's obligations hereunder. Any such modifications must be approved by Tenant's attorney, consent or approval of such modifications shall not be unreasonably delayed, conditioned or denied. Landlord shall pay Tenant's attorney review fees in an amount not to exceed one thousand ($1,000.00) dollars. Subject to the foregoing, in the event Tenant fails or refuses to execute and deliver such modification within thirty (30) days after such request is made by Landlord, such failure or refusal shall be deemed a default and breach of this Lease by Tenant, and Landlord shall have the right to exercise the remedies set forth herein.

C. Estoppel Certificate. Tenant shall, from time to time upon request of Landlord, execute and deliver to Landlord certificates of estoppel stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified and stating the modifications. Such certificates shall also state the amount of Rent then in effect, the dates to which such Rent has been paid, the amount of any security deposit, if one has been paid, any default in Landlord's performance claimed by Tenant, and any other matters which a mortgagee or purchaser requesting the estoppel reasonably requires.

23. SPECIFIC PERFORMANCE. With respect to any provision of this Lease which provides, in effect, that Landlord shall not unreasonably withhold or unreasonably delay any consent or any approval, Tenant, in no event, shall be entitled to make, nor shall Tenant make, any claim for, and Tenant hereby waives any claim for money damages; nor shall Tenant claim any money damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval; but Tenant's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performance, or injunction or declaratory judgment.

24. WAIVER. The failure of Landlord or Tenant to insist in anyone or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision, agreement or option. A receipt and acceptance by Landlord of rent or any other payment, or the acceptance of performance of anything required by this Lease to be performed, with knowledge of the breach of any term, covenant, condition, provision or agreement of this Lease, shall not be deemed a waiver of such breach, nor

shall any such acceptance of rent in a lesser amount than is herein provided for (regardless of any endorsement on any check, or any statement in any letter accompanying any payment of rent) operate or be construed either as an accord and satisfaction or in any manner other than as a payment on account of the earliest rent then unpaid by Tenant, and no waiver by Landlord or Tenant of any term, covenant, condition, provision or agreement of this Lease shall be deemed to have been made unless expressed in writing and signed by the party to be charged.

25. WITHHOLDING OF LANDLORD'S CONSENT. Where Tenant is required to obtain the consent of Landlord to do any act, or to refrain from the performance of any act, Tenant agrees that if Tenant is in default with respect to any material term, condition, covenant or provision of this Lease, then Landlord shall be deemed to have acted reasonably in withholding its consent if said consent is, in fact, withheld.

26. LIABILITY OF LANDLORD. Tenant agrees that it shall look solely to the estate and property of Landlord in the Lease Premises and the Rents and profits from the Lease Premises for collection of any judgment or other remedies available to Tenant which require the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions to be observed or performed, or both, by Landlord in accordance with the terms of this Lease. If the Landlord shall be more than one person or entity, the obligations of the Landlord arising out of any default or breach by Landlord shall be joint and several. No other property or assets of Landlord shall be subject to levy, execution or other procedure for the satisfaction of Tenant's remedies. Nothing in this section shall be construed as a bar to any injunctive remedy available to the Tenant.

27. FORCE MAJEURE. Neither party shall be required to perform any covenant or obligation in this Lease, or be liable in damages to the other party, so long as the performance or nonperformance of the covenant or obligation is delayed, caused or prevented by an act of God, by force majeure or by the other party ("force majeure") provided however, that the foregoing shall not apply to or excuse the payment of Rent or any other sum of money owing under this Lease. An "act of God" or "force majeure" is defined for purposes of this Lease as strikes, lockouts, sitdowns, material or labor restrictions by any governmental authority, unusual transportation delays, riots, terrorism, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections, and/or any other cause not reasonably within the control of Landlord or Tenant, as the case may be, or which by the exercise of due diligence Landlord or Tenant, as the case may be, is unable wholly or in part, to prevent or overcome.

28. ATTORNEYS' FEES. In the event any action or proceeding is brought by Landlord to enforce Tenant's obligations under this Lease, or by Tenant to enforce Landlord's obligations under this Lease, the Landlord or Tenant, as the case may be, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses in such action or proceeding, including without limitation the costs of any discovery, mediation, arbitration and appeal. Tenant and Landlord shall also indemnify, protect,

defend and hold each other harmless from all actual, out-of-pocket costs, expenses, demands and liability Tenant or Landlord, as the case may be, may incur if either becomes, or is made a party to, any claim or action (a) instituted by the other party against any third party, or by any third party against the other party, or by or against any person holding any interest under or using the Leased Premises by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material allegedly furnished to or for Tenant or Landlord or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or Landlord or such other person; or (d) necessary to protect Landlord's or Tenant's interest under this Lease or the Leased Premises in a bankruptcy proceeding or other proceeding. Tenant or Landlord, as the case may be, shall defend the other against any such claim or action at their own expense with counsel reasonably acceptable to the other or, at the party's election, Tenant or Landlord shall reimburse the other for all legal fees or actual, out-of-pocket costs Tenant or Landlord reasonably incurs in any such claim or action. Wherever in this Lease the reference to attorneys' fees or attorneys' costs shall occur, the same may include fees billed by law clerks, paralegals and other persons not admitted to the Bar but employed by, and performing services under, the supervision of an attorney. The provisions of this section shall survive the expiration or earlier termination of this Lease.

29. SUBORDINATION TO MATTERS OF RECORD. This Lease and all rights hereunder are subject and subordinate to all use restrictions and matters of record affecting the Premises from time to time. Tenant shall at all times comply with the terms of any use restrictions, Declarations and other matters of record.

30. ABANDONMENT. If Tenant shall abandon the Lease Premises or be disposed by process of law, any personal property belonging to Tenant and left of the Premises, at the option of the Landlord, shall be deemed abandoned and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing the same and restoring the Lease Premises.

31. MISCELLANEOUS TERMS.

A. Notices. Any notice required or permitted under this Agreement shall be in writing and delivered either (i) personally, (ii) via email followed by United States Mail, postage prepaid; (iii) via certified mail with return receipt requested; (iv) by FedEx, UPS or other nationally recognized, overnight courier; or, (v) upon confirmed receipt by telecopy. All notices given as provided for herein, other than by way of certified mail, shall be deemed effective upon personal delivery, the next business day after delivery to the overnight courier service or upon being emailed to the email address specified, as applicable. Notice given by way of certified mail shall be deemed effective upon receipt by the addressee. Any notice sent by email, overnight courier, telecopy or personal delivery and delivered after 5:00 P.M. eastern standard time shall be deemed received on the next business day. The addresses for notices are as follows; however, either party may, by written notice, change its address for the purpose of future notices:

(a) If to Tenant, to:

Pender County
Attn: Randell Woodruff, County Manager
805 S. Walker Street
Burgaw, NC 28425
Email: cmcewen@pendercountync.gov

(b) If to Landlord, to: Burgaw Now, LLC
Attn: Richard Johnson
7601 Masonboro Sound Road
Wilmington, NC 28409
Email: richard@cajo.com

(c) With a copy, to: Yow, Fox & Mannen, LLP
P.O. Box 479
Wilmington, North Carolina 28402
Attn: Jerry A. Mannen, Jr., Esq.
Email: jmannen@yfmlaw.com

Either party may change the address to which money due or notices shall be sent by giving the other party written notice of such change of address.

B. Heirs and Assigns. The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective successors, heirs, legal representatives and assigns. It is understood and agreed, however, that the term "Landlord," as used in this Lease, means only the owner of the Leased Premises from time to time, so that in the event of any sale or sales of said property or of any lease thereof, the Landlord named herein shall be and hereby is entirely freed and relieved of all subsequent covenants and obligations of Landlord hereunder.

C. Integration and Binding Effect. The entire agreement, intent and understanding between Landlord and Tenant is contained in the provisions of this Lease; and any stipulations, representations, promises or agreements, written or oral, made prior to or contemporaneously with this Lease shall have no legal or equitable effect unless reduced to writing herein. This Lease shall be governed by and construed pursuant to the laws of the State of North Carolina.

D. Additional Instruments. The parties agree to execute and deliver any instruments in writing which are both reasonable and necessary to carry out any agreement, terms, condition or assurance in this Lease whenever occasion shall arise and reasonable request for such instrument shall be made.

E. Memorandum of Lease. Contemporaneously with the execution of this Lease, or at any time or from time-to-time hereafter, at the request of either Landlord or Tenant, the parties will execute a memorandum of lease in recordable form and either party may record such memorandum in the office of the Register of Deeds for New

Hanover County, North Carolina at the requesting party's expense.

F. **Counterparts; Exhibits**. This Lease may be executed in counterparts, all of which taken together, shall be deemed one original. All exhibits referred to in this Lease are attached hereto and incorporated herein by reference.

G. **Amendment and Modification.** This Lease embodies the full agreement of the parties and supersedes any and all prior understandings or commitments concerning the subject matter of this Lease. Any modification or amendment must be in writing and signed by both parties.

H. **Time of Essence**. Time is of the essence in the performance of the provisions of this Lease.

I. **Commissions**. Landlord and Tenant represent and warrant that they have had no discussions, negotiations and/or other dealings with any real estate broker or agent in connection with this Lease. Neither Landlord nor Tenant knows of any real estate broker or agent who is or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any claim, demand, action, proceeding, suit, liability, loss, judgment, expense (including attorneys' fees) and damages with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

J. **Authority of Parties**. Each party warrants that it is authorized to enter into this Lease, that the person signing on its behalf is duly authorized to execute the Lease, and that no other signatures are necessary.

K. **Severability**. If a court of competent jurisdiction holds any provision of this Lease to be contrary to law or void as against public policy or otherwise, such provision shall either be modified to conform to law or be considered severable, with the remaining provisions continuing in full force and effect.

L. **Captions**. All captions and headings referred to in this Lease are for convenience only and should not be used to interpret the meaning of any Lease provisions. When the masculine, feminine or neutral form of a word appears in this Lease, that word should be construed to include men, women and other entities to which it applies.

M. **Business Days.** Any reference to "business days" herein shall mean any day which is not a Saturday or Sunday or a "normal business holiday." Any reference to "normal business holidays" shall be all holidays designated by the Federal government (or if any such holiday falls on a weekend day, the applicable normal business holiday, for purposes of this definition, shall be the weekday designated by Tenant).

N. **Execution of Lease by Landlord.** The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or

option for, the Leased Premises and this document becomes effective and binding only upon the execution and delivery hereof by Landlord and by Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord or Landlord's agent, or their successors, and Tenant, and no act or omission of any employee or other agent of Landlord shall alter, change or modify any of the provisions hereof.

O. Pre-Audit Requirement. This Lease is subject to pre-audit in the manner required by the Local Government Budget and Fiscal Control Act

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first written above.

LANDLORD:
Burgaw Now, LLC

Name: Richard Johnson
Title: Member/Manager

TENANT:
Pender County, a North Carolina Government agency

Name: Chad McEwen
Title: County Manager

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

Margaret C. Blue
Name: Margaret C. Blue
Title: Finance Director

[Notary Attestation Follows]

EXHIBIT "A"
The Land

Tract One: BEGINNING at a stone in the western line of Wright Street, said stone being 70 feet northward from the intersection of the western line of Wright Street with the northern line of Freemont Street, the northeast corner of the former Bank of Pender lot, running thence South 73-30 West 25 feet with the line of the Bank of Pender to a stake, the northwest corner of the Bank of Pender lot, thence South 16-30 East 70 feet with the line of the Bank of Pender to the northern line of Freemont Street, and thence South 73-30 West 56.5 feet to the corner of the store lot owned (now or formerly) by the children of Mrs. Mattie Turner, deceased, said point being the BEGINNING, and running thence North 16-30 West 71.35 feet, thence North 73-30 E 26.5 feet, thence South 16-30 East 71.35 feet to the northern line of Freemont Street, and thence South 73-30 West 26.5 feet with the northern line of Freemont Street to the BEGINNING.

Tract Two: BEGINNING at a point that is located the following courses and distance from the intersection of the northern right-of-way line of Freemont Street with the western right-of-way line of Wright Street, South 73-30 West 54.5 feet and North 16-30 West 71.35 feet to the BEGINNING, and running thence, (1) South 73-30 West 26.5 feet to a spike on the outside edge of a masonry wall, thence (2) North 16-30 West 6.75 feet with the Charles T. Pullen line, thence (3) North 73-30 East 26.5 feet, and thence (4) South 16-30 East 6.75 feet to the BEGINNING.

TOGETHER WITH and easement for ingress, egress, and regress to and from the above described two tracts over that certain property located in the Town of Burgaw, Pender County, North Carolina adjacent to and west of the western right-of-way line of Wright Street described as follows:

BEGINNING at a point in the western right-of-way line of Wright Street, located North 16 degrees 30 minutes 00 seconds west 70.00 feet from the point of intersection of the northern right-of-way line of Freemont Street with the western right-of-way line of Wright Street, and running thence (1) South 73 degrees 30 minutes 00 seconds West 25.00 feet, thence (2) North 16 degrees 30 minutes 00 seconds West 1.35 feet, thence (3) South 73 degrees 30 minutes 00 seconds West 29.50 feet to a spike, thence (4) North 16 degrees 30 minutes 00 seconds West 6.75 feet, thence (5) North 73 degrees 30 minutes 00 seconds East 81 feet to the western right-of-way line of Wright Street, and thence (6) South 16 degrees 30 minutes 00 seconds East 8.10 feet with said line to the BEGINNING, as surveyed during December 1990.

SUBJECT TO an easement reserved to Karen Harding for ingress, egress, and regress to and from the property described in the deed recorded in Book 3683, at Page 289 of the Registry of Pender County, North Carolina over Tract Two above.

Being the same property obtained by Landlord in Book 4683 at Page 2685 of the Pender County Registry and being tax parcel numbers 3229-32-1899-0000 and 3229-32-1982-0000.

EXHIBIT "A1"
The Lease Premises

The first floor of the Building situated on the Land containing 1,940 square feet +/- which includes additional access through rear door.

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 11, 2022
SUBJECT:	Approve a Purchase Order for Veterinarian Services to Christy Redfearn-Shelton in the amount of $72,800

SUMMARY:
The Health Department is requesting approval of a purchase order to Christy Redfearn-Shelton for veterinarian services at the Pender County Animal Services in the amount of $72,800. The contract with automatic annual renewals for up to 5 years was approved by the Pender County Board of Commissioners on September 7, 2021 after accepting sealed proposals from RFP#210726-204.

ACTION REQUESTED:
Approval of a Purchase Order for Veterinarian services in the amount of $72,800 for FY 22-23. This is a budgeted item and funds will be taken from the following departmental line:

900056-404500 $72,800

NORTH CAROLINA
PENDER COUNTY

PROFESSIONAL CONTRACT

THIS AGREEMENT, entered into this 1st day of July, 2022 by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Department"), and Christy Redfearn-Shelton hereinafter called "Professional"), whose principal office and place of business is in Pender County.

W I T N E S S E T H :

WHEREAS, Pender County Health Department (hereinafter called "Department") through staff assistance has established public health program(s) (hereinafter called the "Program"); and

WHEREAS, Professional has agreed to provide veterinarian care services in support of said programs;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Scope of Services. Professional shall provide the services set forth in Schedule "A", attached hereto and made a part hereof by reference.

2. Term of Agreement. The term of this contract shall be an annual agreement with automatic annual renewals up to five (5) years from the date hereof, unless otherwise terminated in a manner consistent with procedures described in Section 18, if agreed by both the Department and Professional in writing.

3. Payment. Department shall pay independent Contractor for services rendered pursuant to this agreement the sum of $700 per day for general daily routine services for animal care; and provide miscellaneous, telemedicine, emergency services and after hour services that are at an additional cost set forth in Schedule "C", attached hereto and made part hereof by reference. Such payments will be made upon submission of contractor invoice to the Health Department Finance Office.

4. Minimum Qualifications. Professional must be licensed to practice veterinarian services in North Carolina set forth in Schedule "B", attached hereto and made a part hereof by reference.

5. Independent Contractor. Professional acknowledges that, in entering into this contract and providing services, Professional is acting as an independent contractor; Professional shall not be deemed or construed to be an employee of the Department or Pender County. Professional shall be solely responsible for payment of all required State and Federal taxes. Professional shall acquire any Continuing Veterinary Medical Education (CVM) on the Professional's own time and at their own expense.

6. Indemnity. Professional shall indemnify and hold Department and Pender County, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorney fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Professional hereunder, resulting from the negligence of or the willful act or omission of Professional.

7. Insurance. The Health Department will provide coverage for liability insurance for the professional for the duration of the contract if applicable. At the end of the contract the professional shall will be required to maintain professional liability insurance coverage for a period of at least two (2) years beyond substantial completion of the contract. Professional Liability Insurance must be from insurance companies licensed to write business in North Carolina, with an A.M. Best rating of "A" or higher.

8. Extra Work. Department and Professional shall negotiate and agree upon the value of any extra work prior to the issuance of a Change Order covering said extra work. Such Change Order shall set forth the corresponding adjustment, if any, to the Contract Price and Contract time.

9. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

10. Assignability. It is mutually agreed by the parties hereto that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.

11. Binding Effect. This contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

12. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

13. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

14. Notices. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Return Receipt Requested:

To Department:
Pender County Health Department
ATTN: Donna Ramos, Finance
803 South Walker Street
Burgaw, NC 28425

To Professional:
Christy Redfearn-Shelton, DVM
2402 Robert Hoke Rd
Wilmington, NC 28412

15. Nondiscrimination. Professional will take affirmative action not to discriminate against any patient or otherwise illegally deny any patient participation in or the benefits of the activities which are the subject of this contract, because of race, creed, color, sex, age, disability, or national origin.

16. Non-appropriation. All funds for payment by the Department under this contract are to be billed by invoice for services provided. Total payments of contracted services must not exceed $ 72,800 for services rendered under the terms of this contract. Department shall not be obligated under this contract beyond the date of termination.

17. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

18. Termination. This agreement may be terminated by either party, at any time without penalty and without cause, provided that written notice of such termination is furnished to the other party with no less than (30) days prior to termination. This agreement may be terminated by either party at any time "for cause" without advance notice and without penalty, for failure in performance of duties or for failure to meet contract provisions.

19. Entire Agreement. This agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof. Any change or modification of this agreement must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplication originals, all on the day and year first above written.

PENDER COUNTY HEALTH DEPARTMENT **PROFESSIONAL**

_____ _____

Health and Human Services Director Christy Redfearn-Shelton, DVM

_____

County Manager

THIS INSTRUMENT HAS BEEN REVIEWED BY THE COUNTY ATTORNEY

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

_____

County Finance Officer

RFP#210726-204

SCHEDULE A

Scope of Services

Professional shall provide veterinarian care services to the Pender County Animal Shelter.

Professional shall:

- Abide by Pender County and Pender County Health Department policies and procedures.
- Report directly to the Health and Human Services Director, including any programmatic or fiscal changes prior to implementation.
- Work well with other animal shelter program staff and the public.
- Determine veterinarian needs and treatment plans for animals at the animal shelter.
- Provide emergency veterinarian care for the relief of pain and/or infection, usually the same day services are requested.
- Make valid assessments of conditions under which referral to a specialist is warranted.
- Prescribe medication to treat animals.
- Maintain animal medical records accurately to manage risk, provide continuity of care and assure quality of care.
- Maintain high standards of accuracy in performing duties and responsibilities, exercising immediate remedial action to correct any quality deficiencies that occur in areas of responsibility.
  Maintain quality communication and interaction with intra- and interdepartmental personnel, and any external entities with whom position interacts.
- Develop and maintain considerable knowledge of the principles and practices of the veterinarian care program.

SCHEDULE B

Professional shall have graduated from an approved veterinarian school, be properly and currently licensed to practice veterinarian services in the State of North Carolina and must have a valid North Carolina driver's license.

North Carolina Veterinarian License Number _____
Social Security Number _____
NC State Driver's License Number _____

Professional shall have knowledge of state and federal guidelines for recommended veterinarian practice / animal shelter and have working knowledge of the laws, ordinances, standards and regulations pertaining to the duties and responsibilities stated herein.

Professional shall have performance aptitudes which include:

- Ability to maintain credibility in the community, to deal tactfully and courteously with the general public and employees of the Pender County Health Department and be culturally sensitive.
- Ability to perform work involving considerable interaction with animals.
- Ability to exercise judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory, judgmental or subjective criteria, as opposed to that which is clearly measurable or verifiable.
- Ability to perform tasks requiring exertion of light physical effort in sedentary to light work; may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds) for such tasks as moving supplies or equipment. May involve lifting, holding and restraining animals of heavier weight. May involve extended periods of time standing, stooping, sitting and stretching.

SCHEDULE B (cont)

- Ability to perform work requiring extended periods of repetitive motions that include lifting, fingering, grasping, flipping, handling records, papers and supplies for such tasks as using equipment. Must be able to climb steps and balance oneself in narrow spaces. Work requires manual dexterity to include the ability to apply pressure with fingers and hands in performing surgical procedures.
- Ability to perform work requiring visual perception and discrimination for providing veterinarian services, operating clinic machines, computer screen and medical records. Ability to observe client and environment to identify problems. Work requires oral communications ability, including talking and hearing.
- Excellent mental concentration and alertness. Must have ability to work independently. Must have ability to follow oral and written instructions and explain instructions to others. Must have ability to use judgment in determining treatment plan and appropriate referrals. Must have ability to problem-solve and facilitate interventions.
- Ability to perform work in both inside and outside environment, but not substantially exposed to adverse environmental conditions. May be exposed to cleaning chemicals at times such as inhalants and deodorizers. Potential for biohazard exists, especially from communicable disease. Must be able to assess situation and determine correct protective equipment. Shall use extreme caution and follow written procedures when performing duties that could lead to injury or exposure. Shall report and/or follow-up reports of unsafe work practices. Must be aware of safety hazards at assigned work sites. Must report unsafe conditions to Health and Human Services Director or designee.

SCHEDULE C

Routine General Daily Provided Services:

Fee $700.00 / day

The daily services fee is based on a routine week of 1 – 2 days per week per year.

-Provide basic veterinary and professional services that include but are not limited to, animal examinations, medical treatment, care, vaccinations, spay-neuter (high-volume / high-quality / low cost spay-neuter) surgeries (ensuring to provide these under the most possible consistency with the standards set by the Humane Alliance and the Association of Shelter Veterinarians Guidelines), as well as additional surgical and dental interventions that the contract provider deems safe and appropriate for the care and equipment provided by the PCAS.

-Consultation with the Animal Shelter Manager or other designee for ongoing development and monitoring of the standard operating procedures (SOP) that include, but not limited to, animal health and husbandry, disease outbreak and management, the care of individual animals which maybe sick or injured. The evaluations of such SOPs are to assist the PCAS to remain on the most possible up to date shelter industry and "best practice" level standards.

-Provide informal general staff education and when needed medical techniques training during the general daily provided services or if a topic is directly requested by the Animal Shelter Manager or designee. This informal staff education and training is to help support the staff's ability to carry out the SOPs and general animal care, husbandry, handling and behavioral assessments within a shelter medicine environment.

-Formal training that requires prepared lectures (such as but not limited to PowerPoint style or other similar presentations) or training that involves certifications at the end of training sessions (such as North Carolina Certified Rabies Vaccinator Program or Certified Euthanasia Training) are not included in the scope of work for the Routine General Daily Provided Services. Formal training sessions will be negotiated individually between the contractor and PCHD/PCAS as the request is presented.

SCHEDULE C (cont)

-The contractor, if needed, will work with the PCAS/PCHD to establish and maintain the Federal Drug Enforcement Administration (DEA) and the North Carolina Department of Health & Human Services (NC DHHS) Mental Health, Developmental Disabilities and Substance Abuse Services licensure, provide oversite of the drug records to meet the general standards, for the handling and keeping of controlled substances used for surgical services, shelter animal pain management and specific field services activities at the PCAS. ANY fees that are associated with these or similar type licenses or certifications will be the responsibility of the PCHD/PCAS and not the contractor. This is not limited to, but including, if the contractor is required to acquire a separate DEA license for use at the PCAS as the contractors current clinical practice DEA license will not be available to be used at the PCAS.

Emergency Provision Services:
$200/ first hour / $100/each additional hour

-Contractor may not always be available for emergency services
-Emergency Services Fee when not present at the shelter that day or scheduled for that day which requires contractor to come into the shelter to perform these emergency services.

After-Hours Emergency Services (On-site):
$75 / hour each hour after standard hour of contracted day

-Emergency Services Fee when present at the shelter that day. This encompasses animals that are brought into the shelter at or towards the end of the traditional day that require emergency medical or surgical attention that then require additional hours beyond the traditional day.

SCHEDULE C (cont)

After-Hours Non-Emergency Services (On-Site):
$50/ hour each hour after standard hour of contracted day

Non-emergency extended routine daily provided services. This fee is reserved for the request for staying for completing additional routine surgeries and/or examinations of animals after the end of the traditional day. Typically, this is when there are high volume numbers yielding overcrowding of animals present in the shelter.

Telemedicine (phone/video) consultations:
Fees will range from $20 - $50 per case

-PCAS frequently has cases or situations that need veterinary attention on days that a veterinarian is not scheduled to be at the shelter. When possible, cases/situations will be verbally discussed between the contractor and the shelter staff and utilize photos/videos for additional information for case management. This at times may help to reduce the need for emergency provision services. The fee for these will be determined based on the intensity and time the case requires.

Animal cruelty / neglect cases:

-The contractor agrees to perform examinations, make recommendations and provide medical care to animals involve in suspected animal cruelty or neglect cases. If these cases are part of the routine general daily services provided the services will be part of that routine daily fee. If the contractor is requested to come to PCAS for a non-routine this may fall under the previously stated emergency fees.
-If the contractor is required/requested to provide expert testimony regarding a case the fees for this testimony will be determined at a later date that will compensate the contractor for any work/employment time lost.

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 11, 2022
SUBJECT:	Approval to carryover Purchase Order (PO# 455) for Dana Safety Supply in the amount of $1455.19.

SUMMARY:
Pender County Sheriff's Office is requesting to carryover Purchase Order (PO# 455) for Dana Safety Supply for the purchase of ammunition. There is ammunition on back order that was budgeted for on this Purchase Order.

ACTION REQUESTED:
Approval to carryover Purchase Order (PO# 455) for Dana Safety Supply in the amount of $1455.19.

Purchase Order

Fiscal Year 2022 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	455

Delivery must be made within doors of specified destination.

BILL TO
PENDER CO SHERIFF DEPT
PO BOX 1449
BURGAW, NC 28425

VENDOR
Dana Safety Supply, Inc
PO Box 117297
Atlanta, GA 30368-7297

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

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
800-845-0045		657	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
03/04/2022	22670			SHERIFF

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Dana Safety - ammo				
1	Winchester .40 SW 165 Grain T-series JHP (50 rounds per box) 510 - 405500 $673.44	4.0	EACH	$168.36	$673.44
2	Winchester .40 SW 165 Grain FMJ Flat nose 500 rounds 510 - 405500 $2,645.80	20.0	EACH	$132.29	$2,645.80
	********** GL SUMMARY ********** 510 - 405500 $3,319.24				

DEPARTMENT COPY

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.

By: Margaret C. Bere Authorized Signature By: Authorized Signature

PO Total **$3,319.24**

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 11, 2022
SUBJECT:	Approval to carryover Purchase Order (PO# 454) for Ramey Kemp & Associates in the amount of $7,700.

SUMMARY:
Pender County Sheriff's Office is requesting to carryover Purchase order (PO# 454) for Ramey Kemp & Associates for the Traffic Impact Analysis for the New LEC/Jail. Ramey Kemp & Associates were awarded to complete this analysis at BOCC meeting 2/22/2022. Item# 9.2.

ACTION REQUESTED:
Approval to carryover Purchase Order (PO# 454) for Ramey Kemp & Associates in the amount of $7,700.

Purchase Order

Fiscal Year 2022 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	454

Delivery must be made within doors of specified destination.

BILL TO
PENDER CO SHERIFF DEPT
PO BOX 1449
BURGAW, NC 28425

VENDOR
Ramey Kemp & Associates, Inc.
P O Box 746335
Atlanta, Ga 30374-6335
Email: ccheeves@rameykemp.com

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

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		654	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
03/04/2022	35351			SHERIFF

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Traffic Impact Analysis - Ramey Kemp Associates				
1	Traffic Impact Analysis for the new LEC/Jail. Ramey Kemp Associates was awarded to complete this analysis at Board meeting 2/22/22, Item# 9.2. 510030 - 404500 $14,000.00 ********** GL SUMMARY ********** 510030 - 404500 $14,000.00	1.0	EACH	$14,000.00	$14,000.00

DEPARTMENT COPY

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.

By: Margaret C. Beve Authorized Signature By: Authorized Signature

PO Total **$14,000.00**

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 11, 2022
SUBJECT:	Approval to carryover Purchase Order (PO# 398) for True IP Solutions in the amount of $19,235.00.

SUMMARY:
Pender County Sheriff's Office is requesting to carryover Purchase Order (PO# 398) for True IP Solutions for the purchase of NVR camera system for Jail and Sheriff's Office. These funds will come from account 510030-407400.

ACTION REQUESTED:
Approval to carryover Purchase Order (PO# 398) for True IP Solutions in the amount of $19,235.00.

Purchase Order

Fiscal Year 2022 Page: 1 of: 2

BILL TO
PENDER CO SHERIFF DEPT
PO BOX 1449
BURGAW, NC 28425

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	398

Delivery must be made within doors of specified destination.

VENDOR
True IP Solutions LLC
P O Box 100
HAMPSTEAD, NC 28443

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

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		563	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
02/01/2022	35511			SHERIFF

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	TrueIP - NVR camera system for LEC & Jail				
1	NVR, 4 IP License, WIN10 & UBUNATU LINUX 16.04 2U Rack, 18 TB This vendor was not the lowest quote. Intergrated Systems was lower but did not include labor in their quote. 510030 - 407400 $4,325.00	1.0	EACH	$4,325.00	$4,325.00
2	Exacq Professional license-EXAC EVIP-01-4 IP licenses are included wth the NVR for a total of 16 license 510030 - 407400 $1,620.00	12.0	EACH	$135.00	$1,620.00
3	Miscellaneous items 510030 - 407400 $50.00	1.0	EACH	$50.00	$50.00
4	Installking one DVR at LEC building. Client and remote viewing PC provided by others 510030 - 407400 $1,500.00	1.0	EACH	$1,500.00	$1,500.00
5	EXACQ tech 3208-20T-DTA Hybrid desktop recorder and 32 analog 510030 - 407400 $6,410.00	1.0	EACH	$6,410.00	$6,410.00
6	Exacq professional license-3208-20T includes 8 licenses for a total of 36 510030 - 407400 $3,780.00	28.0	EACH	$135.00	$3,780.00

DEPARTMENT COPY

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.

CONTINUED ON NEXT PAGE

Purchase Order

Fiscal Year 2022

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	398

BILL TO
PENDER CO SHERIFF DEPT
PO BOX 1449
BURGAW, NC 28425

Delivery must be made within doors of specified destination.

VENDOR
True IP Solutions LLC
P O Box 100
HAMPSTEAD, NC 28443

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

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		563	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
02/01/2022	35511			SHERIFF

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
7	Miscellaneous items 510030 - 407400 $50.00	1.0	EACH	$50.00	$50.00
8	Install one DVR Jail client and remote viewing PC provided by others 510030 - 407400 $1,500.00	1.0	EACH	$1,500.00	$1,500.00
	********** GL SUMMARY ********** 510030 - 407400 $19,235.00				

DEPARTMENT COPY

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.

By: Margaret C. Bere Authorized Signature By: Authorized Signature

PO Total **$19,235.00**

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 11, 2022
SUBJECT:	Approval of a Purchase Order for a Contract Medical Director in the amount of $45,000

SUMMARY:
The Health Department is requesting approval of a purchase order to Christi Ray, D.O. to contract as the Health Departments Medical Director. The Medical Director will provide medical consultation, oversight and clinical services in support of the twenty-one programs at the Health Department. The contract with automatic renewals for up to 5 years was approved by the Pender County Board of Commissioners on September 20, 2021 after accepting sealed proposals from RFP # 210901-207.

ACTION REQUESTED:
Approval of a Purchase Order to Christi Ray, D.O. in the amount of $45,000 for Medical Director services in FY 22-23. This is a budgeted item and funds will be taken from the following departmental line:

900051-404500	$8,800
900052-404500	$8,800
900053-404500	$10,800
900061-404500	$3,800
900076-404500	$12,800
Total	$45,000

NORTH CAROLINA
PENDER COUNTY

HEALTH PROFESSIONAL CONTRACT

THIS AGREEMENT, entered into this **1st** day of **July**, 2022, by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Department"), and **Christi Ray, D.O.** (hereinafter called "Professional"), whose principal office and place of business is in Pender County.

W I T N E S S E T H :

WHEREAS, Pender County Health Department (hereinafter called "Department") through staff assistance has established public health program(s) (hereinafter called the "Program"); and

WHEREAS, Professional has agreed to provide medical consultation, oversight, and clinical services in support of said programs;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Scope of Services. Professional shall provide the services set forth in Schedule "A", attached hereto and made a part hereof by reference.

2. Term of Agreement. The term of this contract shall be an annual agreement with automatic annual renewals up to five (5) years from the date hereof, unless otherwise terminated in a manner consistent with procedures described in Section 17, if agreed by both the Department and Professional in writing.

3. Payment. Department shall pay Professional for services rendered pursuant to this agreement the sum of **$3,750.00** per month.

4. Minimum Qualifications. Professional must be licensed to practice medicine in North Carolina set forth in Schedule "B", attached hereto and made a part hereof by reference.

5. Independent Contractor. Professional acknowledges that, in entering into this contract and providing services, Professional is acting as an independent contractor; Professional shall not be deemed or construed to be an employee of the Department or Pender County. Professional shall be solely responsible for payment of

all required State and Federal taxes. Professional shall acquire any Continuing Medical Education (CME) on the Professional's own time.

6. Indemnity. Professional shall indemnify and hold Department and Pender County, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorney fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Professional hereunder, resulting from the negligence of or the willful act or omission of Professional, his/her agents, employees and subcontractors.

7. Extra Work. Department and Professional shall negotiate and agree upon the value of any extra work prior to the issuance of a Change Order covering said extra work. Such Change Order shall set forth the corresponding adjustment, if any, to the Contract Price and Contract time.

8. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

9. Assignability. It is mutually agreed by the parties hereto that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.

10. Binding Effect. This contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

11. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

12. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

13. Notices. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Return Receipt Requested:

To Department:	**To Professional:**
Pender County Health Department ATTN: Donna Ramos, Finance 803 South Walker Street Burgaw, NC 28425	Christi Ray, D.O. 500 Ravenswood Rd Hampstead, NC 28443

14. Nondiscrimination. Professional will take affirmative action not to discriminate against any employee/patient or otherwise illegally deny any patient medical care because of race, creed, color, sex, age, disability, or national origin.

15. Non-appropriation. All funds for payment by the Department under this contract are to be billed monthly for service-time provided. The total payments must not exceed $**45,000** for services rendered under the terms of this contract. Department shall not be obligated under this contract beyond the date of termination.

16. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

17. Termination. This agreement may be terminated by either party, at any time without penalty and without cause, provided that written notice of such termination is furnished to the other party with no less than (30) days prior to termination. This agreement may be terminated by either party at any time "for cause" without advance notice and without penalty, for failure in performance of duties or for failure to meet contract provisions.

18. Entire Agreement. This agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof. Any change or modification of this agreement must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplication originals, all on the day and year first above written.

PENDER COUNTY HEALTH DEPARTMENT **PROFESSIONAL**

_____ _____

Health and Human Services Director Christi Ray, D.O.

_____

County Manager

THIS INSTRUMENT HAS BEEN REVIEWED BY THE COUNTY ATTORNEY

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

_____

County Finance Officer

RFP # 210901-207

SCHEDULE A

Scope of Services

Professional shall provide medical consultation, oversight, and clinical services to the Department. Patients eligible for medical consultation and/or diagnosis and treatment include children and/or adults who are primarily residents of Pender County and are either covered by Medicaid/Medicare, private insurance, or are uninsured for health care using the Pender County Health Department sliding fee schedule. Eligibility shall be determined by the Management Support assigned to the Department health care program.

Professional shall:

- Provide oversight to professional conduct of all public health clinical personnel of the Department in accordance with approved Methods and Standards of Practice of the North Carolina Medical Practice Act, the Code of Ethics of the American Medical Association, the North Carolina Department of Human Resources, and the Division of Health Services, and this Department.
- Serve as the professional medical resource to the Department and to the Nurse Practitioners, Physician Assistants, and staff nurses associated with the public health. Provide telephone consultation concerning medical and clinical issues as appropriate to the conduct of public health clinics and the care of the patient.
- Provide medical oversight to the professional public health staff of the Department, sign all “Standing Orders” required by health department policies. Sign all standing orders for medications related to public health clinic patients. Review, approve and sign all standing orders and procedures for all public health clinics.
- Review a random sampling of no more than 10% of all treatments rendered by the Nurse Practitioner, Physician Assistant, and public health nurse weekly.
- Evaluate routine referrals from the public health nursing staff and co-sign medical records as required.

- Approve and sign higher technological service policies and procedures to be administered by the public health nursing staff (Nurses must have a physicians' signature to perform these procedures)
- Serve as a Medical Consultant to the Department during natural disasters, and is responsible for reviewing and signing standing orders for the designated clinical staff providing disaster services.
- Serve as an authorized representative to continue the public health program clinic's enrollment in the Medicare and private insurance programs.
- Prescribe medication to treat patients or prepare for treatment.
- Maintain medical records accurately to manage risk, provide continuity of care and assure quality of care.
- Maintain high standards of accuracy in performing duties and responsibilities, exercising immediate remedial action to correct any quality deficiencies that occur in areas of responsibility.
- Maintain quality communication and interaction with intra- and interdepartmental personnel, and any external entities with which position interacts.
- Develop and maintain considerable knowledge of the principles and practices of the public health programs.
- Provide zero-revenue health care services to clients with no payment source at the discretion of the Department.
- Payment to the Professional for these services shall be made at the monthly rate specified herein.
- Provide a back-up physician at no cost to the Department if the Provider is not available to handle duties described in this contract.

SCHEDULE B

Professional shall have graduated from an approved school of medicine, be properly and currently licensed to practice medicine in the State of North Carolina and must have a valid North Carolina driver's license.

North Carolina Medical License Number _____
Social Security Number _____
NC State Driver's License Number _____

Professional shall have considerable knowledge of the practice and principles of general medicine, preventive measures, community resources and other standards of public health.

Professional shall have knowledge of state and federal guidelines for recommended medical practice and have working knowledge of the laws, ordinances, standards and regulations pertaining to the duties and responsibilities stated herein.

Professional shall have performance aptitudes which include:

- Ability to maintain credibility in the community, to deal tactfully and courteously with the general public and employees of the Pender County Health Department and be culturally sensitive.
- Ability to perform work involving considerable interaction with children, families and community agencies.
- Professional must have the ability to exercise judgment, decisiveness and creativity required in patient care.

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 11, 2022
SUBJECT:	Approval of a Purchase Order for Contract Dental Services in the amount of $218,920

SUMMARY:
The Health Department is requesting approval of a purchase order for Contract Dental Services in the amount of $218,920 to Kathy Barnes, DDS, PA. The contract with automatic annual renewals for up to 5 years was approved by the Pender County Board of Commissioners on August 16, 2021 after accepting sealed proposals from RFP # 210805-205.

ACTION REQUESTED:
Approval of a Purchase Order for Dental Services in the amount of $218,920 for FY 22-23. This is an budgeted item and funds will be taken from the following departmental line:

900060-404500 $218,920.00

NORTH CAROLINA
PENDER COUNTY

HEALTH PROFESSIONAL CONTRACT

THIS AGREEMENT, entered into this **1st** day of **July, 2022**, by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Department"), and **Kathy Barnes, DDS, PA** (hereinafter called "Professional"), whose principal office and place of business is in Pender County.

W I T N E S S E T H:

WHEREAS, Pender County Health Department (hereinafter called "Department") through staff assistance has established public health program(s) (hereinafter called the "Program"); and

WHEREAS, Professional has agreed to provide dental care services in support of said programs;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Scope of Services. Professional shall provide the services set forth in Schedule "A", attached hereto and made a part hereof by reference.

2. Term of Agreement. The term of this contract shall be an annual agreement with automatic annual renewals up to five (5) years from the date hereof, unless otherwise terminated in a manner consistent with procedures described in Section 18, if agreed by both the Department and Professional in writing.

3. Payment. Department shall pay the Contractor for services rendered pursuant to this agreement the sum of **$4,210** per week. Such payments will be made on a weekly basis not to exceed fifty-two (52) weeks.

4. Minimum Qualifications. Professional must be licensed to practice dentistry in North Carolina set forth in Schedule "B", attached hereto and made a part hereof by reference.

5. Independent Contractor. Professional acknowledges that, in entering into this contract and providing services, Professional is acting as an independent contractor; Professional shall not be deemed or construed to be an employee of the Department or Pender County. Professional shall be solely responsible for payment of

all required State and Federal taxes. Professional shall acquire any Continuing Dental Education on the Professional's own time.

6. Indemnity. Professional shall indemnify and hold Department and Pender County, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorney fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Professional hereunder, resulting from the negligence of or the willful act or omission of Professional.

7. Insurance. The Health Department will provide coverage for liability insurance for the professional for the duration of the contract. At the end of the contract the professional shall will be required to maintain professional liability insurance coverage for a period of at least two (2) years beyond substantial completion of the contract. Professional Liability Insurance must be from insurance companies licensed to write business in North Carolina, with an A.M. Best rating of "A" or higher.

8. Extra Work. Department and Professional shall negotiate and agree upon the value of any extra work prior to the issuance of a Change Order covering said extra work. Such Change Order shall set forth the corresponding adjustment, if any, to the Contract Price and Contract time.

9. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

10. Assignability. It is mutually agreed by the parties hereto that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.

11. Binding Effect. This contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

12. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

13. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

14. Notices. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as

may hereafter be designated by either party by mailing of written notice of such change of address, by Return Receipt Requested:

To Department:
Pender County Health Department
ATTN: Donna Ramos, Finance
803 South Walker Street
Burgaw, NC 28425

To Professional:
Kathy Barnes, DDS, PA
114 Oak Circle
Hampstead, NC 28443

15. Nondiscrimination. Professional will take affirmative action not to discriminate against any patient or otherwise illegally deny any patient participation in or the benefits of the activities which are the subject of this contract, because of race, creed, color, sex, age, disability, or national origin.

16. Non-appropriation. All funds for payment by the Department under this contract are to be billed bi-weekly for service-time provided. Total contract payments must not exceed $ **218,920** for services rendered under the terms of this contract. Department shall not be obligated under this contract beyond the date of termination.

17. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

18. Termination. This agreement may be terminated by either party, at any time without penalty and without cause, provided that written notice of such termination is furnished to the other party with no less than (30) days prior to termination. This agreement may be terminated by either party at any time "for cause" without advance notice and without penalty, for failure in performance of duties or for failure to meet contract provisions.

19. Entire Agreement. This agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof. Any change or modification of this agreement must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplication originals, all on the day and year first above written.

PENDER COUNTY HEALTH DEPARTMENT	**PROFESSIONAL**
_____	_____
Health and Human Services Director	Kathy Barnes, DDS, PA
_____	
County Manager	

THIS INSTRUMENT HAS BEEN REVIEWED BY THE COUNTY ATTORNEY

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

_____

County Finance Officer

RFP#210805-205 Mobile Dentist

SCHEDULE A

Scope of Services

Professional shall provide dental care services to eligible citizens in Pender County. Clients eligible for dental care services include children and adults who are primarily residents of Pender County and are either covered by Medicaid/Medicare, NC Health Choice, private insurance, or are uninsured for dental care using the Pender County Health Department sliding fee schedule. Eligibility shall be determined by the Administrative Support assigned to the dental care program.

Professional shall:

- Abide by Pender County Health Department policies and procedures and (as applicable)
- Report directly to the health director, including any programmatic or fiscal changes prior to implementation.
- Work well with other dental program staff.
- Determine dental needs and treatment plans for patients participating in the dental care program.
- Provide comprehensive dental services to patients.
- Perform such procedures as oral examinations, analysis of oral growth and development, fillings, extractions, cleaning, topical fluoride applications, placement of plastic sealants, x-rays, stainless steel and acrylic crowns, bonding techniques, pulpotomies, etc
- Provide emergency dental care for the relief of pain and/or infection, usually the same day services are requested.
- Make valid assessments of conditions under which referral to a specialist is warranted, and assist with the referral process.
- Prescribe medication to treat patients or prepare for treatment.
- Maintain dental records accurately to manage risk, provide continuity of care and assure quality of care.

SCHEDULE A (cont)

- Maintain high standards of accuracy in performing duties and responsibilities, exercising immediate remedial action to correct any quality deficiencies that occur in areas of responsibility.
- Maintain quality communication and interaction with intra- and interdepartmental personnel, and any external entities with whom position interacts.
- Have considerable knowledge of the practice and principles of dentistry, preventive measures, community resources and other standards of public health.
- Develop and maintain considerable knowledge of the principles and practices of the dental care program.

SCHEDULE B

Professional shall have graduated from an approved school of dentistry, be properly and currently licensed to practice dentistry in the State of North Carolina and must have a valid North Carolina driver's license.

North Carolina Dentistry License Number _____
Social Security Number _____
NC State Driver's License Number _____

Professional shall have knowledge of state and federal guidelines for recommended dental practice and have working knowledge of the laws, ordinances, standards and regulations pertaining to the duties and responsibilities stated herein.

Professional shall have performance aptitudes which include:

- Ability to maintain credibility in the community, to deal tactfully and courteously with the general public and employees of the Pender County Health Department and be culturally sensitive.
- Ability to perform work involving considerable interaction with children, families and community agencies.
- Ability to exercise judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory, judgmental or subjective criteria, as opposed to that which is clearly measurable or verifiable.
- Ability to perform tasks requiring exertion of light physical effort in sedentary to light work; may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds) for such tasks as moving supplies or equipment. May involve lifting, holding and restraining children of heavier weight. May involve extended periods of time standing, stooping, sitting and stretching.

SCHEDULE B (cont)

- Ability to perform work requiring extended periods of repetitive motions that include lifting, fingering, grasping, flipping, handling records, papers and supplies for such tasks as using dental and standard office equipment. Must be able to climb steps and balance one's self in narrow spaces. Work requires manual dexterity to include the ability to apply pressure with fingers and hands in performing such tasks as teeth extractions and other dental practices.
- Ability to perform work requiring visual perception and discrimination for providing dental services, operating clinic machines, computer screen and medical records. Ability to observe client and environment to identify problems. Work requires oral communications ability, including talking and hearing.
- Excellent mental concentration and alertness. Must have ability to work independently. Must have ability to follow oral and written instructions and explain instructions to others. Must have ability to use judgment in determining treatment plan and appropriate referrals. Must have ability to problem-solve and facilitate interventions. Must have ability to develop long-range and short-term goals for development of dental services.
- Ability to perform work inside and outside the clinical environment, but not substantially exposed to adverse environmental conditions. May be exposed to cleaning chemicals at times such as inhalants and deodorizers. Potential for biohazard exists, especially from communicable disease. Must be able to assess situation and determine correct protective equipment. Shall use extreme caution and follow written procedures when performing duties that could lead to injury or exposure. Shall report and/or follow-up reports of unsafe work practices. Must be aware of safety hazards at assigned work sites. Must report unsafe conditions to Health and Human Services Director or designee.

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 11, 2022
SUBJECT:	Approval to carryover Purchase order # 616 for Batteries of NC in the amount of $21,725.26.

SUMMARY:
Pender County Sheriff's Office is requesting to carryover Purchase Order (PO# 616) for Batteries of NC in the purchase of emergency lights, sirens and all hardware to outfit two (2) Ford F-150 trucks. This work will be completed after June 30, 2022.

ACTION REQUESTED:
Approval to carryover Purchase order # 616 for Batteries of NC in the amount of $21,725.26.

Purchase Order

Fiscal Year 2022 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	616

Delivery must be made within doors of specified destination.

BILL TO
PENDER CO SHERIFF DEPT
PO BOX 1449
BURGAW, NC 28425

VENDOR
Batteries of NC LLC
P O Box 1969
Lillington, NC 27546

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

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		804	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
05/31/2022	35020			SHERIFF

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Batteries of NC - emergency equipment Ford F-150				
1	Emergency lights, sirens, speaker and all the hardware to outfit two Ford F-150 trucks 510 - 407403 $21,725.26	2.0	EACH	$10,862.63	$21,725.26
	********** GL SUMMARY ********** 510 - 407403 $21,725.26				

DEPARTMENT COPY

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.

By: Margaret C. Beve Authorized Signature By: Authorized Signature By: Authorized Signature

PO Total **$21,725.26**

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 11, 2022
SUBJECT:	Approval to carry over two (2) Purchase Orders for Fairway Ford in the amount of $205,774.00.

SUMMARY:
Pender County Sheriff's Office is requesting to carryover the Purchase Order for Fairway Ford on the purchase of three (3) Ford Explorers and a Ford Transit 250 cargo van. These vehicles have been ordered and awaiting production.
The Purchase Order numbers are:
PO# 646 and PO# 650.

ACTION REQUESTED:
Approval to carry over two (2) Purchase Orders for Fairway Ford in the amount of $205,774.00.

Purchase Order

Fiscal Year 2022 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	445

Delivery must be made within doors of specified destination.

BILL TO
PENDER CO SHERIFF DEPT
PO BOX 1449
BURGAW, NC 28425

VENDOR
Fairway Ford Inc
P.O. Box 959
Hwy 117 Bypass South
Burgaw, NC 28425

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

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		638	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
03/03/2022	34			SHERIFF

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Fariway Ford - 3 Ford Exploreres				
1	2022 Ford Police Interceptor Explorer, lights and decals included in price 510 - 407403 $103,742.00	2.0	EACH	$51,871.00	$103,742.00
2	2022 Ford Police Interceptor Explorer, slick top. Lights and decals included in price 510 - 407403 $49,757.00	1.0	EACH	$49,757.00	$49,757.00
	********** GL SUMMARY ********** 510 - 407403 $153,499.00				

DEPARTMENT COPY

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.

By: Margaret C. Beve Authorized Signature By: Authorized Signature By: Authorized Signature

PO Total **$153,499.00**

Purchase Order

Fiscal Year 2022 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	646

Delivery must be made within doors of specified destination.

BILL TO
PENDER CO SHERIFF DEPT
PO BOX 1449
BURGAW, NC 28425

VENDOR
Fairway Ford Inc
P.O. Box 959
Hwy 117 Bypass South
Burgaw, NC 28425

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

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		768	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/10/2022	34			SHERIFF

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Fairway Ford Transit 250 cargo van				
1	2023 Ford Transit 250 Mid-roof cargo van for the SRT unit. This price includes the outfitting of the vehicle. BOCC approved on 3/14/22, Item# 9.3 510018 - 407403 $52,275.00	1.0	EACH	$52,275.00	$52,275.00
	********** GL SUMMARY ********** 510018 - 407403 $52,275.00				

DEPARTMENT COPY

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.

By: Margaret C. Bere Authorized Signature By: Authorized Signature By: Authorized Signature

PO Total **$52,275.00**

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 11, 2022
SUBJECT:	Approval to carry over Purchase Order (PO# 650) for Willo Products in the amount of $14,076.

SUMMARY:
Pender County Sheriff's Office is requesting to carryover Purchase Order (PO# 650) for Willo Products for the purchase of door replacement within the Jail. The door is being replaced from a door damaged from inmate.
These fund will come from account 510030-401500.

ACTION REQUESTED:
Approval to carry over Purchase Order (PO# 650) for Willo Products in the amount of $14,076.

Purchase Order

Fiscal Year 2022 Page: 1 of: 1

BILL TO
PENDER CO SHERIFF DEPT
PO BOX 1449
BURGAW, NC 28425

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	650 - 01

Delivery must be made within doors of specified destination.

VENDOR
Willo Products Company, Inc
714 Willo Industrial Drive SE
Decatur, AL 35601
Fax: 817-561-2881

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

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
817-561-5397	817-561-2881	744	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/14/2022	30892			SHERIFF

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Willo Products Co - changeout door replacement				
1	Changeout door and lock replacement, hollow metal door and Yale lock. The door was damaged from inmate. We have a current contract with Willo for repair/replacement of the doors within the Jail. 510030 - 401500 $14,076.00 ********** GL SUMMARY ********** 510030 - 401500 $14,076.00	1.0	EACH	$14,076.00	$14,076.00

DEPARTMENT COPY
CHANGE ORDER

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.

By: Margaret C. Bere Authorized Signature By: Authorized Signature

PO Total **$14,076.00**

Pender County
Approval of the Board of Commissioner Meeting Minutes June 20, 2022

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	July 11, 2022
SUBJECT:	Approval of the Board of Commissioner Meeting Minutes June 20, 2022

SUMMARY:
Approval of the Board of Commissioner Meeting Minutes June 20, 2022

ACTION REQUESTED:
Approval of the Board of Commissioner Meeting Minutes June 20, 2022

MINUTES
Board of County Commissioners Meeting
Monday, June 20, 2022 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: George Brown
Fred McCoy
David Piepmeyer
David Williams

MEMBERS ABSENT: Jacqueline A. Newton

OTHERS PRESENT: Carolyn Moser, Interim County Manager
Trey Thurman, County Attorney
Tera Cline, Clerk to the Board
Doug Shipley, Assistant County Manager
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

Page

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

2 INVOCATION
Commissioner Brown

3 PLEDGE OF ALLEGIANCE
Vice Chairman Williams

4 ADOPTION OF AGENDA

4.1 Motion to excuse Commissioner Newton from the meeting.

Moved by George Brown, seconded by David Williams

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.

4.2 Motion to approve agenda as presented.

Moved by Fred McCoy, seconded by George Brown

Agenda Adopted

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

CARRIED.

5 APPOINTMENTS

5.1 Approval on a new BOCC Vice Chairman

Moved by George Brown, seconded by David Williams

Motion to approve Commissioner Newton as Vice Chairman of Pender County BOCC.

	For	**Against**	**Abstained**	**Absent**
George Brown	x			
Fred McCoy		x		
Jacqueline A. Newton				x
David Piepmeyer	x			
David Williams	x			
	3	1	0	1

CARRIED.

5.2 Approval for Carolyn Moser, Health Director, to serve as Interim County Manager start date is June 20, 2022.

Moved by George Brown, seconded by Fred McCoy

Motion to approve

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

CARRIED.

6 PUBLIC INFORMATION

6.1 Wave Transit RideMicro Service 15 - 28

Brianna D'Itri, Wave Transit, presented to the board a presentation on Wave Transit updates in Pender County. Ms. D'Itri shared valued information in regards to the Cape Fear Public Transportation Authority Microtransit Project. She noted all the Wave transit services as well as changes, funding, all service areas, social media and application information. She invited the board to contact her with any questions and to take a ride.

RideMICRO - Pender County Commissioners

7 PUBLIC COMMENT

Tommy Taylor, United Way, thanked the board and staff for all their help and cooperation with United Way and hopes to have continued success with the county.

Gio Simpson, Pender Long Term Recovery Group, thanked the board and staff for their collaboration and support. He offered a big thank you to all.

8 CONSENT AGENDA

8.1 HVAC Replacement Units - Hampstead Library

8.2 Approval of a Purchase Order to GFL for Solid Waste Disposal and Hauling Services for FY23

8.3 Approve Contract for Tire Recycling & Disposal Services with Central Carolina Holdings, LLC and Associated Purchase Order for FY23

8.4 Approval of a Purchase Order to Professional Mail Services for Printing, Mailing, and Postage Services of PCU Monthly Water & Sewer Bills for FY23

8.5 Approval of a Purchase Order to American Greenz for Electronics Recycling/Disposal for FY23

8.6 Approval of Commercial Lease agreement for Child Support Building

8.7 Approval of Budget Amendment to allocate SCIF Grant Funding to Project

8.8 Approval of a Budget Amendment for Town DMV Tax Collections through end of fiscal year

8.9 Approval of a Budget Amendment for ROD Collections through end of fiscal year

8.10 Approval of the Board of Commissioner Meeting Minutes June 6, 2022

8.11 Motion to approve consent agenda

Moved by Fred McCoy, seconded by David Williams

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.

9 APPROVALS AND RESOLUTIONS

9.1 Approval to Receive Grant Funding for Travel to 2-day Workshop for Library Staff

Allen Phillips-Bell, Library Director, introduced Christine LaLonde the Community Engagement and Outreach Manager for the Pender County libraries. This training will offer insight on managing and evaluating programs and services that the library offers. All expenses paid through the grant funding.

Moved by George Brown, seconded by Fred McCoy

Motion to approve

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

CARRIED.

9.2 Approval of a Purchase Orders to NC Department of Corrections for $75,000 and US Food Services for $75,000.

Major Mike Collier, Sherriff department, presented the purchase order information for food services for the jail. This request is in 2022-23 budget.

Moved by George Brown, seconded by David Williams

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.

9.3 Approval of Purchase Order to WellPath for Inmate Medical Care in the Pender County Jail: $375,000.00.

Major Mike Collier, Sherriff Department, presented the purchase order request for medical care for the Pender County jail. This item is for budget 2022-23.

Moved by David Williams, 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.

9.4 Approval of Budget Amendment for Fiscal Year 21-22 Budget

Major Mike Collier, Sherriff Department, requesting a budget amendment in the amount of $388,469 dollars to cover fuel, overtime, insurance, and salary increases for the sheriff department through June 30, 2022 this fiscal year. This money is being requested from the General Fund.

Moved by George Brown, seconded by David Williams

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.

9.5 Approval of Contract and Purchase Order for FY2021-2022 Audit to Martin Starnes & Associates, CPA, P.A.

Meg Blue, Finance Director, requested approval of contract and purchase order to conduct FY2021-2022 audit with Martin Starnes & Associates CPA, P.A.

Moved by Fred McCoy, seconded by David Williams

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.

9.6 Approval of Amended Contract for FY2021 Audit

Meg Blue, Finance Director, requested approval for amended contract for FY audit 2021. The reason for the contract amendment is due to delay in prior year's audit report submission.

Moved by David Williams, 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			
	3	1	0	1

CARRIED.

9.7 Award Contract for Construction of Pender Commerce Park Water & Sewer Extension Project to 274 Construction Group Inc. for $328,000 and Approve Associated Purchase Order

Kenny Keel, Utilities Director, stated that Pender County Utilities received bids for the Pender Commerce Park Water & Sewer Extension project on June 1st with 7 bidders responding. This project is to extend water and sewer service to the former BASF property, which is part of Pender Commerce Park. This extension project will make development of the site possible and minimize any possible delays for a future tenant. 274 Construction Group Inc. was the lowest responsible bidder at $328,000, which was below McKim & Creed's estimate for the project. McKim & Creed staff reviewed the bids and recommends award of the project to 274 Construction Group Inc. for the amount bid. Funds are available for this project in account 86-407460-6963. He requested the contract be awarded to 274 construction group and purchase order as well.

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			
	4	0	0	1

CARRIED.

10 DISCUSSION

11 MAPLE HILL WATER AND SEWER DISTRICT

12 ROCKY POINT WATER AND SEWER DISTRICT

13 SCOTTS HILL WATER AND SEWER DISTRICT

13.1 Approve State Funding Resolution and Application for Scotts Hill WSD Elevated Tank & Wells Project for Additional Funding

Kenny Keel, Utilities Director, stated that bids for the Scotts Hill Water and Sewer District Elevated Tank & Wells project were higher than anticipated, so our best alternative is to submit an application for additional funding to proceed with the project. Pender County Utilities received bids for the project on June 1st with 2 bidders responding. We had previously held a bid date on May 3rd but only had 1 bidder respond, so we were unable to open the bid. We re-bid the project and picked up a second bidder, and per State law were able to open bids on June 1st. While both bids were higher than the most recent engineer's estimate, they were relatively close to each other, indicating that the bids represent a fair reflection of current market conditions. The low bid was $10,970,000. The SHWSD received a "Letter of Intent to Fund" document for the Elevated Tank & Wells project from the NCDEQ-Division of Water Infrastructure (DWI) for the project 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. Based on our actual bid prices, our total need is actually

just over $13 million to cover construction, contingency, engineering, and administrative costs.

Moved by David Williams, 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.

14 MOORES CREEK WATER AND SEWER DISTRICT

15 CENTRAL PENDER WATER AND SEWER DISTRICT

16 PENDER COUNTY BOARD OF HEALTH

17 SOCIAL SERVICES BOARD

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

Trey Thurman, Attorney, Closed Session Items 3 and 6

Doug Shipley, Assistant County Manager, stated he was grateful for his time with the county. He welcomed Travis Henley, Planning Director, to the front to announce funding from the NC Emergency Management Transportation and Resiliency fund for a resiliency study on 210.

Commissioner McCoy, 2023 road construction in the county. Wallace airport extending their runway, the Blueberry festival was a great time.

Chairman Piepmeyer, interviewing county manager applicants continues.

19 CLOSED SESSION (IF APPLICABLE).

Motion to enter into closed session at 5:28 PM by Commissioner Brown and Seconded by Vice Chairman Williams 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; 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.

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

20.1 SUP 2022-30

Justin Brantly, Senior Planner, presented on behalf of Michael Blakely, applicant, on behalf of Corbett Industries, Inc., owner, is requesting the approval of a Special Use Permit to allow Nonmetallic Mineral Mining & Quarrying (Sand Mining). The use is proposed withinthe RA, Rural Agricultural zoning district on one subject property totaling approximately 450.50 acres, with 127.70 of those acres proposed to be disturbed. The applicant is seeking to obtain a Special Use Permit touse the subject property for the operation of a sand mine intended for construction fill and asphalt/concrete production materials for off-site projects. According to the applicant’s submitted narrative, the proposed use will consist of sand material excavation that will be stockpiled on site. The site will have an office/scale house for sales and on-site scales. The material from the site will be sold to the public contractors, and concrete/asphalt production facilities. The site is for material excavation only with screening of material for sizing. No blasting or heavy material processing will be required for the excavation of the sand material. The site will require electric utilities for the office/scale house and electric screens for material sizing process. Water and sewer will be private and provided by well and septic system. The proposed site will require a state Mining Permit, NPDES Permit, Air Quality Permit, and NCDOT driveway permit. These permits will regulate the operation of

the borrow source mining activities with yearly inspections, monthly reporting and annual permit renewals. In addition, a concrete/asphalt entrance will be provided at the connection between Black River Club Road and Highway 421.

Clint North 27926 Hwy 210 Currie, states it looks like a dry mine and wants to know where the water will go. What state agencies will need to approve this mine? Mr. North also asked if it was really needed considering there are 2 other mines close to that area already.

Michael Blakely, 6728 Carbonton Road, representing the applicant Tolbert Timber. He stated that it will be a wet mining operation. The depth will be 35 feet. He stated if requested he would agree to additional buffers.

Moved by George Brown, seconded by David Williams

Motion Approved with additional conditions as stated below:

- Access to the mining site will take place along Black River Club Road, which is a 60' private access easement. Any deviation from this route will require approval by the Pender County Board of Commissioners.
- The applicant shall provide a 15' foot undisturbed vegetative buffer along both sides of the 30' wide access road (Black River Club Road) within Parcel 2282-88-3293-0000 to reduce visual impacts to adjacent properties. Supplemental plantings will be required as needed.

	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.

20.2 SUP 2022-31

Justin Brantly, Senior Planner, presented on behalf of Brent Brinson, applicant, on behalf of Focus Broadband/ATMC, owner, is requesting approval of a Special Use Permit for the development of eight telecommunication substations for the following parcels identified by

Pender County PINs: 4264-49-8903- 0000, 2285-63-1790-0000, 3383-78-7623-0000, 2255-05-6296-0000, 2299-71-6231- 0000, 3330-68-3623-0000, 2394-17-3873-0000, and 2248-59-8725-0000. There are eight locations proposed for the Special Use Permit located within the Burgaw, Caswell, Grady, Holly, Topsail, and Union townships. The uses are proposed within the RA, Rural Agriculture; RP, Residential Performance; and O&I, Office and Institutional zoning districts, with each site being approximately .05 acres in size. The applicant is seeking approval of a Special Use Permit for the development of eight sites for minor telecommunication facilities. The subject properties are in the RA, Rural Agricultural, RP, Residential Performance, and O&I, Office and Institutional zoning district and consists of eight separate parcels. According to the applicant's narrative Atlantic Telephone Membership Corporation (doing business as FOCUS Broadband) has been awarded a USDA grant to help bring broadband internet services to portions of rural Pender County. The project will make this service available to approximately 5,439 eligible households estimated to be 17,350 residents in the rural communities.

Kris Ward, Focus Broadband, stated there will be no on site lighting, and explained that 6 of the 8 sites have been purchased by Focus and the other two will be done soon once easement issues are resolved. He stated they brought all 8 at one time for approval due to time crunch. They have never had to request a special use permit in any other county and did not find this out until recently.

Richard Calber, 7336 Hwy 210, requested to know what the designs will look like and what will happen to existing pump station.

Chairman Piepmeyer stated there were not going to be any changes to the pump station.

Moved by Fred McCoy, seconded by David Williams

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.

20.3 SUP 2022-32

Applicant requested item to be continued to BOCC meeting August 15, 2022.

Moved by Fred McCoy, seconded by George Brown

Continuous 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.

21 NEXT MEETING DATE

MONDAY JULY 11, 2022 4:00 PM
BOCC Public Meeting Room
805 S. Walker St.
Burgaw, NC

22 ADJOURNMENT

Motion to adjourn at 7:50 PM made by Commissioner Brown and seconded by Vice Chairman David Williams.

Where will you RideMICRO?

Cape Fear Public Transportation Authority Microtransit Project

BRIANNA D'ITRI
Mobility Manager
bditri@wavetransit.com
(910) 202 - 2045

1

WAVE TRANSIT SERVICES

Fixed Route

- 14 Routes
- 60-minute frequency
- $2 one way or $4 round trip tickets
- Stop at one or both transfer stations

Port City Trolley

- Free Downtown Trolley
- 40-minute frequency
- Connects all downtown districts
- Smaller, vintage-looking vehicle
- Free to everyone, year round

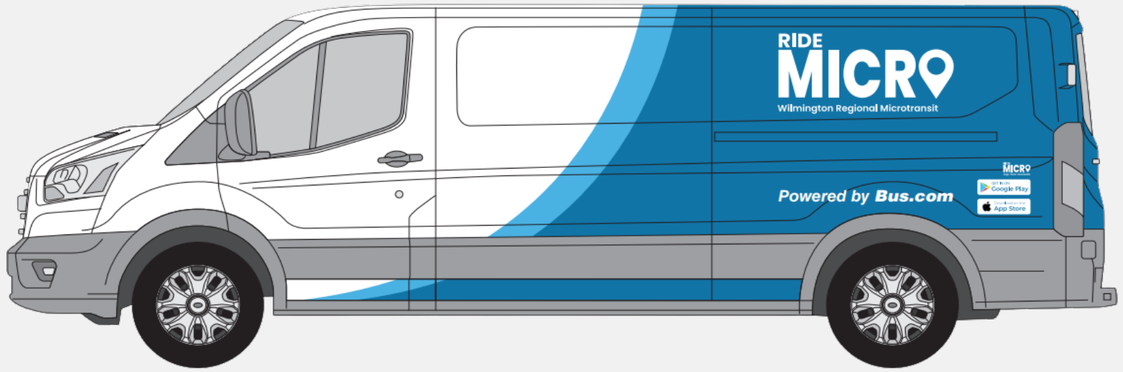
UNCW Seahawk Shuttle

- 8 routes in and around campus
- Open to the public
- Free for UNCW students and faculty

Dial-A-Ride Transportation (DART)

- Passengers must apply
- Must have a qualifying disability
- Curb-to-curb service
- Rides are scheduled in advance
- $4 one-way trip
- Not eligible for reduced fare pricing

RIDEMICRO



- Pilot program in its first year
- Flexible, on-demand service
- Curb-to-curb service
- Thousands of pick-up locations
- Rideshare serving portions of
- Pender, Brunswick, & New Hanover Counties

Multiple ways to book:

- Call the toll-free number: 1-844-764-1223
- Download the new RideMICRO app
- Use the online form on our website

GET THE APP

Google Play

App Store

wave

Connects portions of Brunswick, New Hanover, and Pender Counties

3

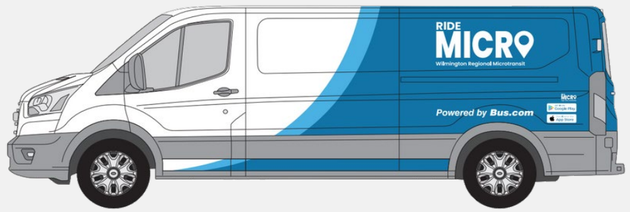
CHANGES IN TRANSIT

Recent Adaptions:

- Since early 2020, commuting patterns have experienced significant changes. Transit needs to be responsive and adaptive, adjusting to our riders and their evolving travel needs.

- Many agencies are reevaluating their service delivery and are undergoing a transition.





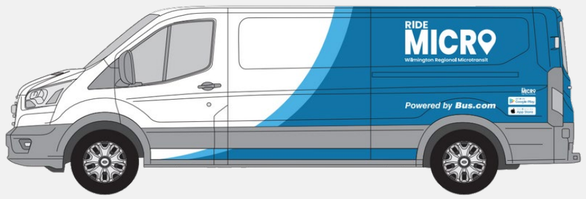
CHANGES IN TRANSIT

Evaluation of Delivery Models & When to Implement Microtransit



Evaluate the following:

- Current demand by route/area
- Productivity by existing or proposed route
- Current vs purposed cost per passenger
- Current vs purposed cost per revenue mile



Fixed route service typically costs $90-$100 per service hour. The cost of operating multiple fixed routes with medium to high frequencies can be cost prohibitive to many communities.

Microtransit is a more efficient model, only serving those that request it, and only driving miles that are necessary to serve the passenger, resulting in zero waste of service.

RIDEMICRO FUNDING

NCDOT ConCPT Funding

- Coordination satisfaction - to encourage coordination between providers for longer-distance trips spanning multiple transit system service areas
- As legislated, no more than $200,000 of ConCPT funds may be allocated annually to a single public transportation system
- Funding is provided for coordination activities where three or more public transportation grantees agree to establish formal relationships to maximize resources, gain efficiencies, and improve access to public transportation.
- Awarded Contract for Service July 2021

SERVICE AREA

Step 1: Find your zone

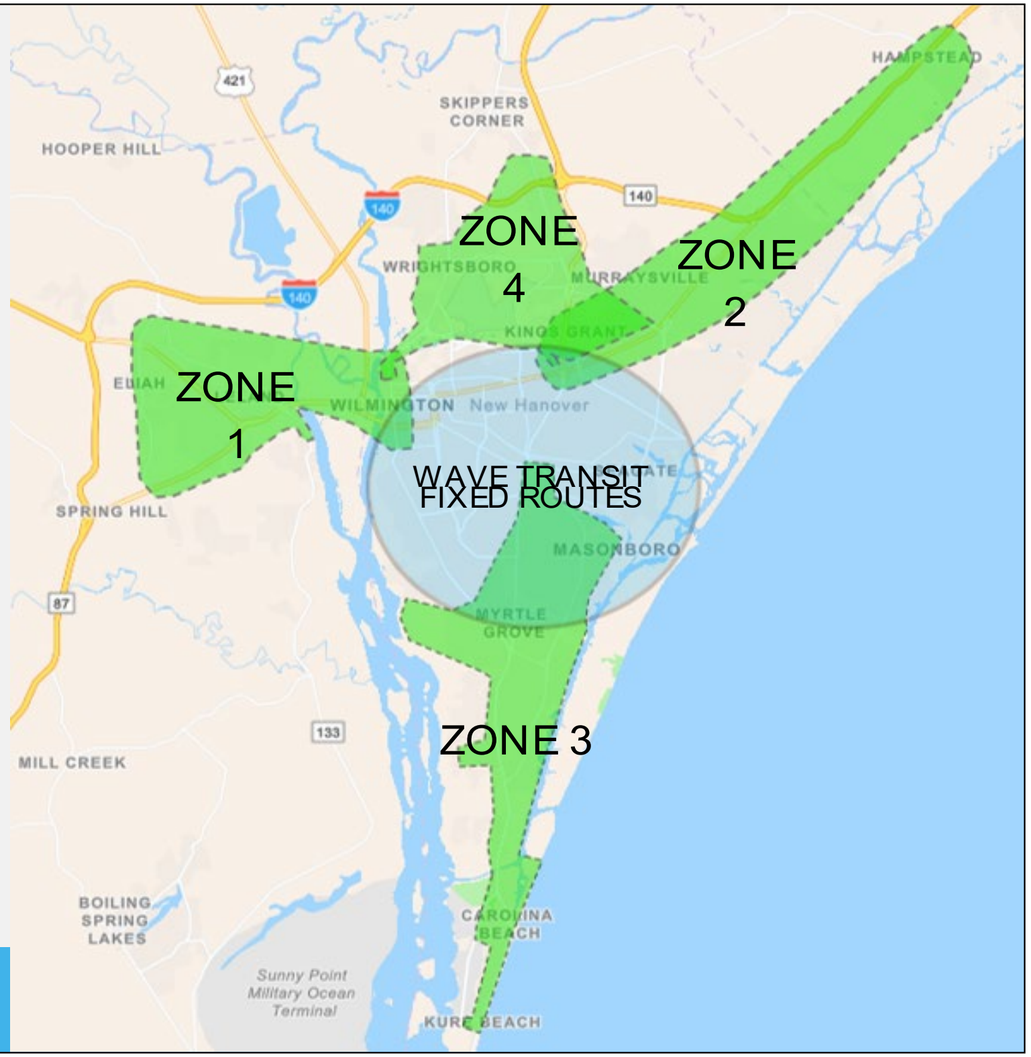
You can travel within a zone or connect with Wave Transit's fixed route service. Find your zone by calling the toll-free number or scanning the QR code:

Step 2: Schedule your trip

Turn location services on and type your destination into the "Where do you want to go?" bar in the app.

Step 3: Enjoy the ride

The app will show you when your vehicle is on its way! When it's time, stand at your pickup location, wave hello to your driver, hop in, and enjoy the trip!



SERVICE AREA

Where can I RideMICRO?

Zone 1:
North Brunswick
& Downtown Wilmington

Zone 2:
South Pender
& Northeast New Hanover

Zone 3:
South New Hanover
& Pleasure Island

Zone 4: North New Hanover



SERVICE AREA

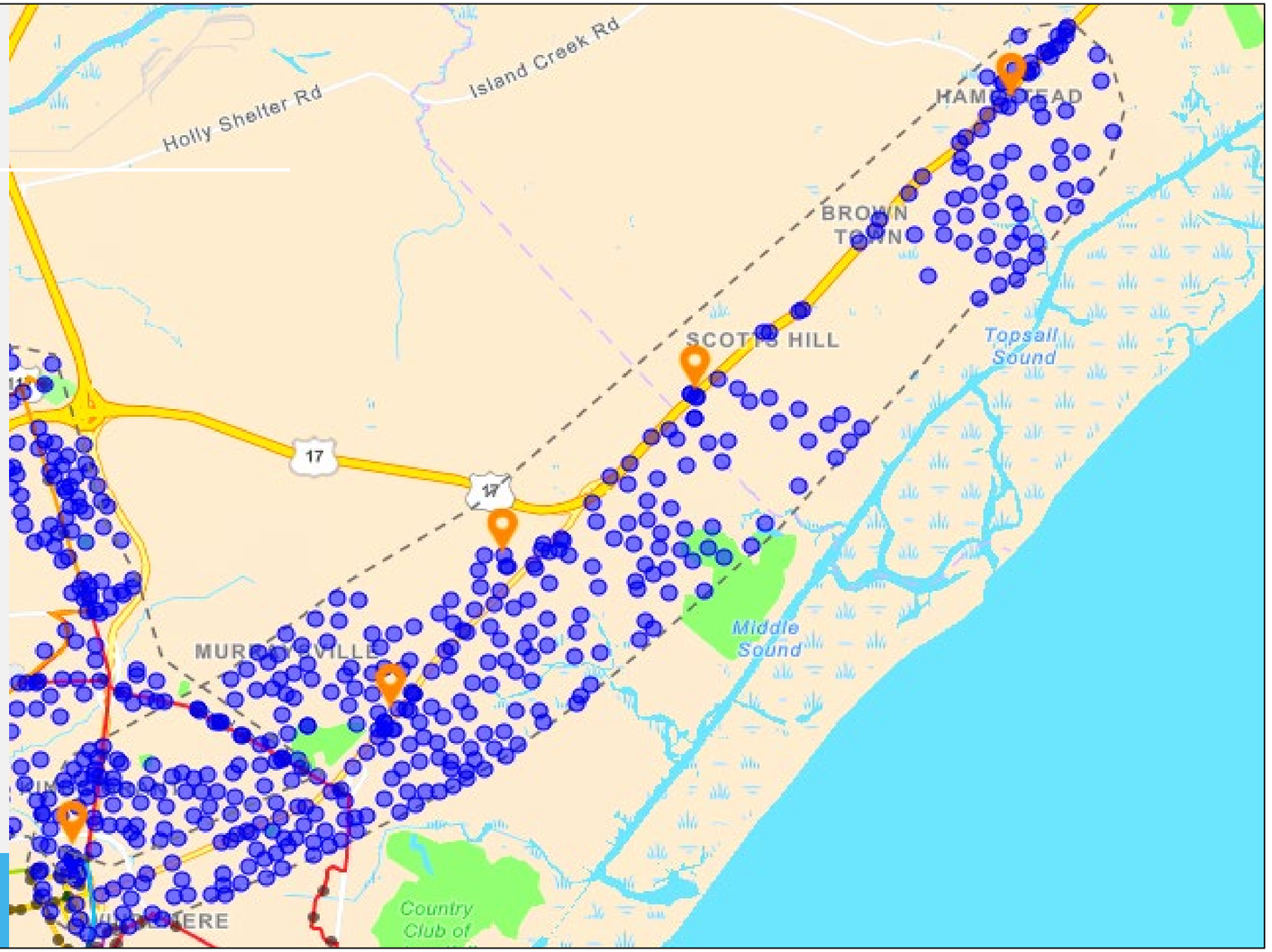
Where can I RideMICRO?

Zone 1:
North Brunswick
& Downtown Wilmington

Zone 2:
South Pender
& Northeast New Hanover

Zone 3:
South New Hanover
& Pleasure Island

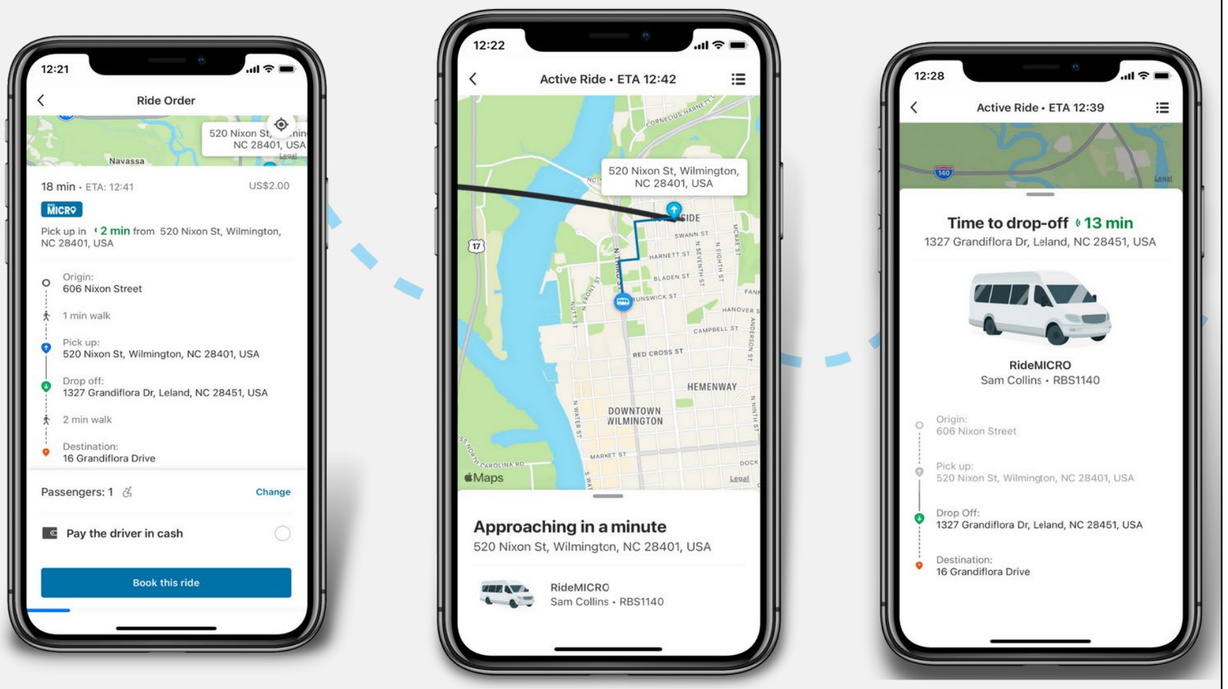
Zone 4: North New Hanover



9

TECH PLATFORM

- Introduced January 2022
- Suggests the most efficient routes
- Enables you to book and pay
- Directs you to a nearby location to meet your vehicle
- Provides you with real time tracking
- Enables future ride booking, up to a week in advance.
- Currently, app bookings account for almost 40% of total bookings.



TECH PLATFORM

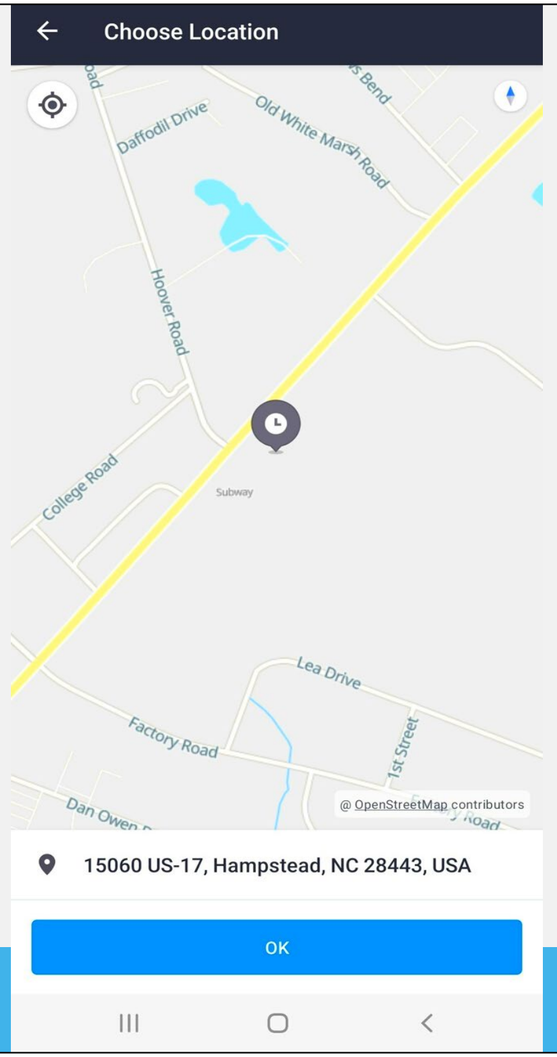
Some virtual stops include

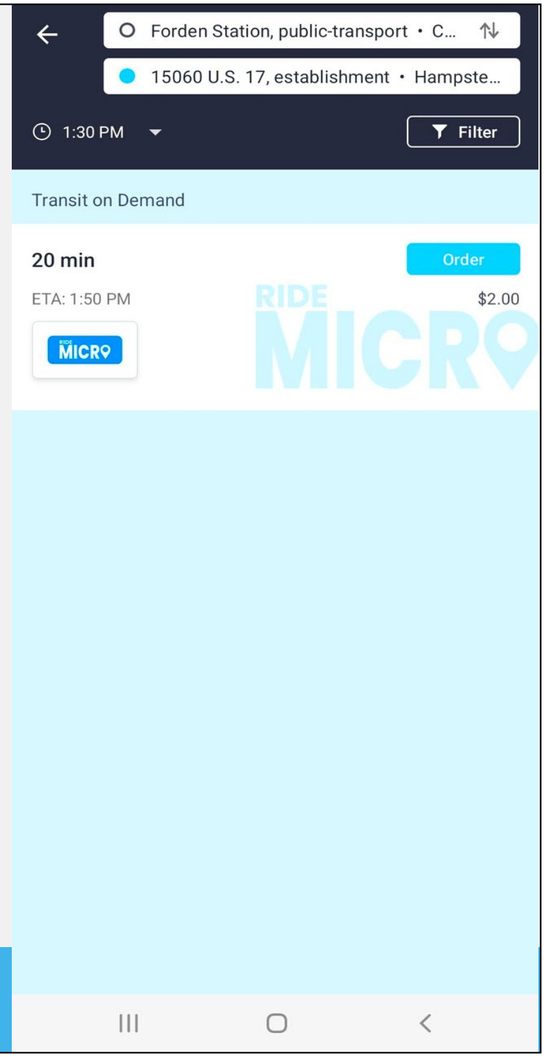
- Poplar Grove Plantation
- Ogden Park
- Pender County Gov's Hampstead Annex
- Food Lion
- Porter's Neck Country Club

GET THE APP

Google Play

App Store





11

MARKETING

Where will you #RideMICRO?

- Social media campaign
- Featured locations
- Ways to use the service
- Engaging communities

Wave Transit ILM

@RideTheWaveILM

@WaveTransitILM

www. wavetransit.com



- Speaking engagements at Town Halls/Municipal Meetings
- Staff meetings/Client events
- Business expos and celebrations
- In-App Campaigns
- Push notifications & In-App Messages
- Free Fare Days
- ‘Onboarding’ Campaign

STAY CONNECTED

- Join our newsletter list
- Follow us on social media

Wave Transit ILM

@RideTheWaveILM

@WaveTransitILM



BRIANNA D'ITRI
Mobility Manager
bditri@wavetransit.com
(910) 202 - 2045

Thank you!

Wave Transit ILM

@RideTheWaveILM

@WaveTransitILM

Questions?

BRIANNA D'ITRI
Mobility Manager
bditri@wavetransit.com
(910) 202 - 2045

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

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 11, 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 assets

6/27/2022

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 have 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 assets 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

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 surplus assets to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the list of assets as surplus asset to be sold individually 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

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

PENDER COUNTY NC

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

Pender County Summary of Surplus Items Requested for Disposal

Description	ITEM #	QTY
ELECTIONS-BROTHERS PRINTER MODEL HL-21	2022.06.08-001	21
ELECTIONS-HP PRINTER MODEL P1505	2022.06.08-002	18
ELECTIONS-BROTHERS PRINTER MODEL HL-L2320P	2022.06.08-003	6
ELECTIONS-BROTHERS PRINTER MODEL HL-2170W	2022.06.08-004	5
ELECTIONS-BROTHERS PRINTER MODEL HL-2140	2022.06.08-005	6
ELECTIONS-BROTHERS PRINTER INK TN360	2022.06.08-006	5
ELECTIONS-BROTHERS PRINTER INK CB436A	2022.06.08-007	11
ELECTIONS-BROTHERS PRINTER INK CBTN660	2022.06.08-008	14
FACILITIES-OFFICE CHAIRS	2022.06.08-009	7
FACILITIES -GENERATORS	2022.06.08-010	3
GROUNDS-KEE LAWN MOWER	2022.06.08-001	1
GROUNDS-LAND PRIDE MODEL CA2560	2022.06.08-002	1
GROUNDS-JOHN DEERE FRONT BLADE FOR MOWER	2022.06.08-003	1
GROUNDS-JOHN DEERE MOWER MODEL F1400	2022.06.08-004	1
GROUNDS-MID RISE CAR LIFT	2022.06.08-005	1
HEALTH-INTERNATIONAL DUMP TRUCK	2022.06.27-001	1
HEALTH-GENERATOR	2022.06.27-002	1
HEALTH-HONDA ATV	2022.06.27-003	1
HEALTH-FORKLIFT	2022.06.27-004	1
HEALTH-2008 FORD RANGER 4X4	2022.06-27-005	1
HEALTH-MACK ROAD TRACTOR	2022.06.27-006	1
SHERIFF-2010 Ford Explorer-8150	2022.06.27-001	1
SHERIFF-2013 Dodge Charger-8780	2022.06.27-002	1
SHERIFF-2010 Ford Crown Vic-8520	2022.06.27-003	1
SHERIFF-16' JOHN BOAT	2022.06.08-001	1
SHERIFF-2013 F150	2022.06.08-002	1
SHERIFF-MILITARY GENERATOR 3K	2022.06.08-003	4
UTILITIES-2003 Ford Explorer-4002	2022.06.27-001	1
UTILITIES-2013 Ford F150-4014	2022.06.27-002	1

Pender County
Request for Board action

TO:	Board of Count Commissioners
FROM:	Alan Cutler
DATE:	July 11, 2022
SUBJECT:	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.

SUMMARY:
The North Carolina Governor's Highway Safety Program is dedicated to reducing the numbers of traffic crashes and fatalities in North Carolina, the Governor's Highway Safety Program promotes highway safety awareness through a variety of grants and safe-driving initiatives. This award will fund two patrol deputies salary, benefits for the third year in the amount of $117,766, with the County of Pender having to fund $58,883.

These funds will come out of accounts 510014-400200, 510014-400201, 50014-400600, 510014-400700, 510014-400800.

ACTION REQUESTED:
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.

North Carolina Governor's Highway Safety Program

SECTION A – GENERAL INFORMATION

1. Project Title: * Pender County Sheriff's Office Traffic and Safety Team

2. Agency:
1000081569 - PENDER COUNTY

3. Contact Person for Agency:
James Cotten

4. Agency Address:
SHERIFF
PO Box 1578
BURGAW, NC 28425

5. Telephone Number: *
(919) 259-1781

6. Cell Phone:
(910) 470-7852

7. Physical Location of Agency *
605 E Fremoont St, Burgaw, NC 28425

8. Email of Contact Person *
james.cotten@pendersheriff.com

9. Federal Tax ID Number / Type of Agency

Federal Tax ID Number: * 56-6000329

Unique Entity Identifier: NFL6BW37S9R4

County: * PENDER

Type of Agency

- ○ State
- ○ Non-Profit
- ◉ County
- ○ Higher Education
- ○ Municipality
- ○ Hospital

10. Project Year *

○ New ◉ Continuation

Year: ○ 1 ○ 2 ◉ 3 ○ 4+

Fiscal Year 2023

11. Allocation of Funding *

Federal % 50.00 Local % 50.00

	Source of Funds		
12. Budget	**Total Project Amount**	**Federal Amount**	**State/Local Amount**
Personnel Costs	$117,766.00	$58,883.00	$58,883.00
Contractual Services			
Other Direct Costs			
Indirect Costs			
Total Project Costs	**$117,766.00**	**$58,883.00**	**$58,883.00**

13. Specify How Non-Federal Share Will Be Provided: *
Non-Federal Share will be provided by the County of Pender.

Project Number:
PT-23-06-20

CFDA#: 20. 600

Work Type: Police Traffic Services

SECTION B – DESCRIPTION OF PROJECT

Statement of Problem (*Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:*

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Problem Identification:
Pender County has a large number of speed-related, alcohol-related, and unrestrained fatalities compared to other counties. Pender County had 23 speed-related, 28 alcohol-related fatalities, and 31 unrestrained fatalities during the five years of 2016-2020 averaging 19 fatalities a year. Compared to all North Carolina counties, Pender County ranked 9th in bicyclist fatalities and 21st in speed-related during the five years of 2016-2020.

Description of Service Area:
Pender County, which is a coastal county, is the fifth largest county in North Carolina covering nine hundred and thirty-three (933) square miles of which sixty-five (65) square miles consist of water. Of the remaining eight hundred and sixty-eight (68) square miles, there are nine (9) highways maintained that run through Pender County. These highways are NC Hwy 210, NC

Hwy 50, NC Hwy 53, NC Hwy 133, US Hwy 421, US Hwy 117, US Hwy 17, and the future US Hwy 17/Hampstead bypass, which is a
NCDOT project that illustrates the increased traffic in Pender County. These highways are a major thoroughfare to the North Carolina Coast.

Description of Demographics:
The 2019 estimated population was 63,060 people. The 2020 estimated population is 64,103 people. The 2021 estimated population is 65,146. The western side of Pender County is known as a farming community with 30% of the county's population. The eastern side of the county is known for being a coastal community with 70% of the county's population. Both the western side and the eastern side continue to grow in population and show significant economic growth. The median adult age of Pender County is 42.9 years. Service, food, and retail are the main economic activities in Pender County followed by agriculture, forestry, fishing, and hunting.

Description of the Agency:
The Pender County Sheriff's Office currently has one hundred and nineteen positions with full-time and auxiliary positions. The sheriff's office currently has two full-time deputies that are dedicated to traffic enforcement supervised by a Lieutenant (who is not included as one of the positions). The supervising Lieutenant oversees both the traffic unit and two shifts from the uniform patrol division.

The Pender County Sheriff's Office has continued to see an increase in speeding violations as well as driving while impaired violations. The majority of the enforcement actions by the Sheriff's Office will take place on the major roadways within the county due to their high crash volume. Speeding continues to be a significant cause of crashes in our county. With the continued assistance from the Governors Highway Safety Program, the two traffic deputies can and will be used to enforce all traffic laws within the Sheriff's Office jurisdiction.

Proposed Solution *(Begin with a one-sentence summary of your project. Then describe in detail how your proposed project will address the problem identified in the "Statement of Problem" section):*

Proposed Solution:
The Pender County Sheriff's Office will deploy a dedicated traffic safety team of two deputies who will conduct high visibility enforcement in areas identified using available data to reduce highway traffic fatalities. This team will promote highway traffic safety at educational and outreach events and participate in GHSP campaigns

Budget Justification *(Provide a detailed explanation of the costs associated with proposed project):*

Budget Narrative:
The purpose of the GHSP grant is to continue the efforts of the traffic unit. It is still the intent of the Sheriff's Office to continue the
traffic unit's departmental functions and staffing under local funding after the current grant period ends irrespective of any future grants.

Travel Justification *(Provide justification for all travel expenses):*

To be completed by law enforcement agencies seeking first year grant:	
Provide the agency's number of sworn officers	109
Does the agency currently have a dedicated traffic or DWI unit?	Yes ◉ No ○
If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit?	2

For applicants requesting enforcement grants, please provide the following county fatality rankings:
Information can be located at:

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Overall Fatality Ranking:	28
Alcohol Fatality Ranking:	24
Unrestrained Fatality Ranking:	25
Speed Related Fatalities:	21
Other Applicable Rankings: *(Specify)*	Pender County ranked 9th in bicyclist fatalities Young Driver Fatality Ranking: 28

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.						
Year 2019	Occupant Protection Citations	51	DWI Citations	38	Speed Citations	858
Year 2020	Occupant Protection Citations	28	DWI Citations	67	Speed Citations	344
Year 2021	Occupant Protection Citations	126	DWI Citations	60	Speed Citations	1,169

Goals and Objectives *(Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at: https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)*

Goal #1:	Goal # 1: Reduce unrestrained fatalities in Pender County by 10% from the 2016-2020 average of 6.2 to 5.
Objectives:	Objectives: Increase Occupant Protection Contacts by 50% from 126 to 189 by September 30, 2023
Goal #2:	Goal # 2: Reduce speed-related fatalities in Pender County by 20 percent from the 2016-2020 average of 4.6 to 3 by September 30, 2023
Objectives:	Objectives: Increase speed Contacts by 25% from 1,169 to 1,461 by September 30, 2023
Goal #3:	
Objectives:	

Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.

- ☒ Reduce NC's traffic-related fatalities by 12% from the 2015-2019 average of 1,427 to 1,255 by December 31, 2023.
- ☒ Reduce NC's alcohol-related fatalities by 10% from the 2017-2019 average of 380 to 342 by December 31, 2023.
- ☒ Reduce NC's unrestrained fatalities by 10% from the 2105-2109 average of 406 to 365 by December 31, 2023.
- ☒ Reduce NC's speed-related fatalities by 10% from the 2107-2019 average of 352 to 317 by December 31, 2023.
- ☒ Reduce NC's young driver-involved fatal crashes by 10% from the 2015-2019 average of 166 to 149 by December 31, 2023.
- ☒ Reduce NC's motorcycle fatalities by 5% from the 2015-2019 average of 190 to 181by December 31, 2023.
- ☒ Increase NC's seat belt usage rate 2.9 percentage points from 87.1 percent in 2020 to 90% by December 31, 2023.

SECTION C – BUDGET DETAIL

Personnel Costs

#	Personnel Position	Salary
1	Activity hours Deputy Sheriff X2	$80,882.00
	Total Salaries Cost:	$80,882.00

#	Personnel Fringe Benefits	Cost
1	Activity hours Deputy Sheriff X2	$36,884.00
	Total Fringe Benefits Cost:	$36,884.00
	Total Personnel Costs:	$117,766.00

SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

Conditions for Enforcement Projects Only

☒ *By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.*

- A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- A minimum of one (1) impaired driving checkpoint per month;
- A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- Participation in all "Click It or Ticket" and “Booze It & Lose It” campaigns;
- Participation in any event or campaign as required by the GHSP;
- Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

First Quarter (October, November, December)

*Attend and participate in all Click It or Ticket and Booze It and Lose It campaigns.
*Conduct two (2) nighttime and one (1) day seat belt initiatives per month.
*Conduct one (1) impaired driving checkpoint per month.
*Submit monthly and quarterly reports to GHSP.
*Submit Claims Monthly.
*Use Agency/County Social Media to promote GHSP Events.

Second Quarter (January, February, March)

*Attend and participate in all Click It or Ticket and Booze It and Lose It campaigns.
*Conduct two (2) nighttime and one (1) day seat belt initiatives per month.
*Conduct one (1) impaired driving checkpoint per month.
*Submit monthly and quarterly reports to GHSP.
*Submit Claims Monthly.
*Use Agency/County Social Media to promote GHSP Events.

Third Quarter (April, May, June)

*Attend and participate in all Click It or Ticket and Booze It and Lose It campaigns.
*Conduct two (2) nighttime and one (1) day seat belt initiatives per month.
*Conduct one (1) impaired driving checkpoint per month.
*Submit monthly and quarterly reports to GHSP.
*Submit Claims Monthly.

Fourth Quarter (July, August, September)

*Attend and participate in all Click It or Ticket and Booze It and Lose It campaigns.
*Conduct two (2) nighttime and one (1) day seat belt initiatives per month.
*Conduct one (1) impaired driving checkpoint per month.
*Attend the GHSP Traffic Safety Conference.
*Submit monthly and quarterly reports to GHSP
*Submit Claims Monthly.
*Use Agency/County Social Media to promote GHSP Events.
*Submit Final Accomplishments Report.

AGENCY AUTHORIZING SIGNATURE

☐ I have read and accept terms and conditions of the grant funding and attached the Grant Agreement. The information supplied in this application is true to the best of my knowledge

Name: _____ PIN: _____ Date: _____

Note:
1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

FOR GHSP USE ONLY:

Recommendation:

Date:

North Carolina Governor's Highway Safety Program

LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Pender County Sheriff's Office (herein called the "Agency")
(The Applicant Agency)

has completed an application contract for traffic safety funding; and that Pender County Bord of Commissioners
(The Governing Body of the Agency)

_____ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Pender County Bord of Commissioners IN OPEN MEETING ASSEMBLED IN THE CITY OF Burgaw, NORTH CAROLINA,
(Governing Body)

THIS _____ DAY OF _____, 20 _____, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Lt. James C Cotten Jr is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of $ 117,766.00 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
   (Name and Title of Representative)
   (Federal Dollar Request)
3. That the Governing Body has formally appropriated the cash contribution of $ 58,883.00 as required by the project contract; and
   (Local Cash Appropriation)
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____
(Chairperson/Mayor)

ATTESTED BY _____ **SEAL**
(Clerk)

DATE _____

Monday, June 27, 2022

Pender County Budget Ordinance Amendment

Date Monday, June 27, 2022

Board Meeting Date (If Applicable) Monday, July 11, 2022

Fiscal Year FY 2020-2021

Fund 10 - GENERAL

Division, Program, Project, etc. NC Gov Highway Safety Program Grant

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request

This award will fund two patrol deputies salary and benefits in the amount of $117,766, with the County of Pender having to fund $58,883.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510014-348094	NC Gov Highway Safety Pro	58,883
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510014-400200	Salaries	25,441
2	510014-400201	Overtime	15,000
3	510014-400500	FICA	3,094
4	510014-400600	Group Insurance	8,052
5	510014-400700	Retirement	5,274
6	510014-400800	Additional Retirement	2,022
7			
8			
9			
10			

	Account # (ORG-OBJECT)	Account Description	Amount
11			
12			
13			

Total Revenues 58883

Total Expenditures 58883

Budget Amendment Balances when Zero. 0

Prepared By: Jennie Coleman

Email jennifer.coleman@pendersheriff.com

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	July 11, 2022
SUBJECT:	Approval of a Purchase Order to Environmental Chemists for Testing and Sampling of PCU's Water & Sewer Plants and Systems for FY23

SUMMARY:
Significant testing of water and wastewater is required throughout the year for PCU's water and wastewater plants, water system, and monitoring wells at the transfer station and former county landfill. EnviroChem has been performing sample collections for PCU for several years. Their services and pricing continues to outdo the competition.

Staff sought quotes from 4 laboratories. There are 2 in-town labs (Environmental Chemists and Element 1), of which staff only heard back from EnviroChem. There are 2 out-of-town labs serving the area, Enthalpy and Environment 1 (E1 did not respond). As for Enthalpy, even though they run PFAS samples at their lab in-town, all other samples would need to be sent to their lab in Richmond, Virginia. We have had significant issues with shipping samples to out-of-town labs previously, so we avoid that if possible. In addition, Enthalpy does not do any site visits or offer any sample collection which would mean they would need to subcontract to a local lab here anyway to do those samples.

Email correspondence between our Lab Manager and the Enthalpy lab supervisor is attached, as well as her attempts to contact Element 1 and Environment 1. EnviroChem was able to send quotes for each test we have them perform and she plugged that into her master spreadsheet of all tests required for FY23. The total PO requested is more than that amount due to additional unforeseen tests that come up during the year.

The total purchase order request is for $85,000. The funds are budgeted and allocated as follows: $30,000 from 072-404500, $7,000 from 77-404500, $40,000 from 78-404500, and $8,000 from 75-404500.

ACTION REQUESTED:
Approve annual purchase order to EnviroChem in the amount of $85,000 for water & wastewater testing and sampling

ATTACHMENTS:
Quote from EnviroChem
Correspondence with Enthalpy Analytical
Correspondence with Element One Laboratories
Correspondence with Environment One Laboratories

EnviroChem quoted costs, June 2022

PCU Contract Lab Test Numbers

Drinking Water	Number of Tests/Year	Price per sample	Total
Alkalinity	12	$15	$180
Ammonia	4	$15	$60
Asbestos	1	$300	$300
HAA5	16	$120	$1,920
IOC /Secondaries	1	$200	$200
Metals	12	$14	$168
THM	16	$40	$640
TOC	24	$25	$600
Total Fluoride	4	$20	$80
Total Hardness	4	$15	$60
Total Nitrate	1	$25	$25
Total Nitrogen	4	$45	$180
Total Phosphate	4	$20	$80
Toxicity	1	$300	$300
Toxicity Shipping	1	$200	$200
VOC	1	$110	$110
		Subtotal:	$5,103

Wastewater Plant	Number of Tests/Year	Price per sample	Total
BOD	312	$23	$7,176
Mercury	4	$180	$720
O&G	312	$55	$17,160
Pollutant Scan	1	$850	$850
Total Nitrogen	4	$45	$180
Toxicity	5	$300	$1,500
Toxicity Shipping	4	$200	$800
WWTP Sample Pick-ups	156	$50	$7,800
		Subtotal:	$36,186

Maple Hill WWTP	Number of Tests/Year	Price per sample	Total
Ammonia	12	$15	$180
Asbestos	1	$300	$300
BOD	12	$23	$276
Chloride	3	$13	$39
Fecal Coliform	12	$25	$300
HAA	2	$120	$240
Silica	1	$13	$13
TDS	3	$13	$39
THM	2	$40	$80
TKN	12	$25	$300

Total Nitrate	12	$25	$300
Total Nitrogen	12	$45	$540
Total Phosphorous	12	$25	$300
TSS	12	$15	$180
		Subtotal:	$3,087

Burgaw Landfill Wells	Number of Tests/Year	Price per sample	Total
Conductivity	10	$10	$100
Metals	80	$14	$1,120
pH	10	$15	$150
Temperature	10	$0	$0
Turbidity	10	$15	$150
VOC (Method 8260D)	10	$110	$1,100
Water Level	10	$0	$0
Well Depth	10	$0	$0
Wells Collection	10	$75	$750
		Subtotal:	$3,370

Maple Hill Wells	Number of Tests/Year	Price per sample	Total
Ammonia	15	$15	$225
Chloride	15	$13	$195
Color	15	$0	$0
Fecal Coliform	15	$25	$375
Odor	15	$0	$0
pH	15	$15	$225
TDS	15	$13	$195
Temperature	15	$0	$0
TOC	15	$25	$375
Total Nitrate	15	$25	$375
Total Phosphorous	15	$25	$375
Water Level	15	$0	$0
Wells Collection	15	$75	$1,125
		Subtotal:	$3,465

Transfer Station Wells	Number of Tests/Year	Price per sample	Total
Ammonia	9	$15	$135
Chloride	9	$13	$117
IOC	3	$200	$600
Orthophosphate	9	$20	$180
pH	9	$15	$135
Phenol	9	$35	$315
TDS	9	$13	$117
Temperature	9	$0	$0
TOC	9	$25	$225
Total Coliform	9	$25	$225
Total Nitrate	9	$25	$225

Water Level	9	$0	$0
Wells Collection	9	$75	$675
		Subtotal:	$2,949

Annex Well #6	Number of Tests/Year	Price per sample	Total
Total Nitrate	1	$25	$25
Total Nitrite	1	$25	$25
VOC (Method 8260D)	4	$110	$440
		Subtotal:	$490

Kiwanis Well #4	Number of Tests/Year	Price per sample	Total
Total Nitrate	1	$25	$25
Total Nitrite	1	$25	$25
VOC (Method 8260D)	4	$110	$440
		Subtotal:	$490

Maple Hill Irrigation Field	Number of Tests/Year	Price per sample	Total
% Humic Matter	11	$20	$220
Acidity	11	$20	$220
Base Saturation (by calc)	11	$25	$275
Cation Exchange Capacity	11	$20	$220
Exchangeable Sodium %	11	$13	$143
Metals	77	$14	$1,078
pH	11	$15	$165
Total Phosphorous	11	$25	$275
		Subtotal:	$2,596

Total Cost Overall:	$57,736

Lauren Van Woudenberg

From: JP Verheul <jp.verheul@enthalpy.com>
Sent: Wednesday, June 8, 2022 11:49 AM
To: Lauren Van Woudenberg
Subject: [External]RE: [External]RE: [EXTERNAL] Pender County FY23 Quote

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Hi Lauren!

I left you a VM but realize an email may be quicker and easier. Oh my gosh, and thank you for correcting me on misspelling your name! Names are important – take it from a guy named Jan 😊

Thank you for clarifying that this list includes parameters for the DW plant, WW plant, and biosolids evaluation – very helpful. I'd like to get you the most comprehensive and competitive pricing I can, and am hoping you might be able to provide the following information:

- Estimated quantity of samples / year for each analysis
- Required methods and/or quantitation limits
- For Phenol – I want to confirm this is Phenol by EPA 625, not Total Recoverable Phenolics (EPA420.1)
- For Pollutant Scan – can you please confirm what this includes?
- For Radionuclides – can you please confirm what this includes?
- For SOC – can you please confirm whether this is just EPA 525 Method or if it includes more?
- For IOC / Secondaries – can you please confirm what this includes?
- Is Total Coliform DW only?
- For Toxicity – are you referring to Aquatic Toxicity or Toxicity for waste characterization (i.e., TCLP)?
- For sample shipping – do you have a schedule for when you all typically pull samples? Thinking it'd be ideal to courier these if possible. – Lab in Richmond, VA

As far as tests that may require a visit to the site – unfortunately, we function explicitly as an analytical facility and do not offer any sample collection services or field testing services. If this is something you all need assistance with, however, I'm sure we can help find a solution by teaming with one of our engineering clients in the area.

I think this just about covers everything! Again, thank you for thinking of us for this, Lauren. If you have any questions whatsoever as you evaluate the info above, please do not hesitate to give me a call directly at 804-467-1691.

Cheers,
JP

From: Lauren Van Woudenberg <lvanwoudenberg@pendercountync.gov>
Sent: Friday, June 3, 2022 11:29 AM
To: JP Verheul <jp.verheul@enthalpy.com>
Subject: RE: [External]RE: [EXTERNAL] Pender County FY23 Quote

Hi JP,

It's Lauren, actually haha. You are correct in that it's a mix of tests from across the spectrum. We have a surface water treatment plant and distribution system that includes 2 wells on the water side, and we have two wastewater plants, one that discharges back to a river, and one that is land application.

I handle all the testing and state compliance for the SWTP, and the watste water plant that discharges back to the river, so I'm very familiar with those method requirements etc. But as for some of the other areas I'm less familiar. Is there a list of tests you need more information on that you can send to me ahead of time? That way I can look up anything I don't know and out meeting will be more fruitful.

There are also some tests that will require visits to the site, specifically for our land application plant, is this something you guy provide as well?

Thanks,
Lauren

From: JP Verheul <jp.verheul@enthalpy.com>
Sent: Thursday, June 2, 2022 5:37 PM
To: Lindsay Boone <lindsay.boone@enthalpy.com>; Lauren Van Woudenberg <lvanwoudenberg@pendercountync.gov>
Subject: [External]RE: [EXTERNAL] Pender County FY23 Quote

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.

Thanks for looping me in here, Lindsay!

Hi Laura – I think we've spoken before, maybe last year, or in the "before times" - thanks for thinking of us for this. Our lab in South Richmond, VA can support most of what's on here, although I do have a few questions.

Looks like we have a mix of tests applicable to drinking water, wastewater, biosolids, etc. Safe to assume you're looking for unit pricing for each treatment facility across the municipality?

In order to quote appropriately, I'd like to get a sense of any method requirements, quantitation limit requirements, etc. Is there a time Friday or early next week that you might be available to review this with me?

Thinking we could probably make very short work of through a phone call or virtual meeting 😊

Please let me know what would be most convenient on your end; alternatively, you're welcome to call me directly anytime at 804-467-1691.

Thanks again!
JP

JP Verheul
Business Development Manager / Senior Chemist
ENTHALPY ANALYTICAL
1941 Reymet Rd Richmond VA 23237
O: 804-358-8295 x16314
C: 804-467-1691
www.awslabs.com

Please take a moment review our Sample Acceptance Policy and provide customer feedback

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From: Lindsay Boone <lindsay.boone@enthalpy.com>
Sent: Thursday, June 2, 2022 3:04 PM
To: Lauren Van Woudenberg <lvanwoudenberg@pendercountync.gov>
Cc: JP Verheul <jp.verheul@enthalpy.com>
Subject: FW: [EXTERNAL] Pender County FY23 Quote

HI Laura,

Thanks for thinking of us! I have my counterpart JP Verheul cc'd here that is our local chemistry guru. I am sure he will have some questions for you on this and will be reaching out soon.

Thanks,

Lindsay

Lindsay Boone, M.Sc.
Technical Program Manager
2714 Exchange Dr.
Wilmington, NC 28405
Office (910) 212-5855
Cell (910) 544-6077
Lindsay.Boone@enthalpy.com
www.enthalpy.com

Enthalpy Sample Acceptance Policy
Unless otherwise agreed in writing, any and all products and/or services provided by Enthalpy are pursuant to the terms and conditions as set forth at https://enthalpy.com/terms-and-conditions/

From: Lauren Van Woudenberg <lvanwoudenberg@pendercountync.gov>
Sent: Thursday, June 2, 2022 1:47 PM
To: Lindsay Boone <lindsay.boone@enthalpy.com>
Subject: [EXTERNAL] Pender County FY23 Quote

Hi Lindsay,

We're coming to the end of our current fiscal year so Kenny asked me to reach out and get contract lab quotes for our fiscal year 2023 (July-June). Of course I thought of you guys, so I'm attaching a list of our current contract lab needs. I

wasn't sure who to reach out to, but I figured you could point me in the right direction. I was hoping someone might be able to provide me with the current pricing per test that Enthalpy would be able to offer us.

If Enthalpy doesn't perform the test, please leave blank, or write in the comments section. If you generally contract a certain test out to another lab, please note that in the comments section as well, along with any additional fees associated with that in terms of shipping. (I believe last year it was just Toxicity and Rads?)

We would appreciate if you could have this list back to us by next Friday, June 10th, so we have time to crunch the numbers before submitting to the board.

Thank you in advance, and please let me know if you have any additional questions!

Lauren Van Woudenberg
Laboratory Technician
Pender County Utilities
289 Quality Way
Wilmington, NC 28401
910-524-5276

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Lauren Van Woudenberg

From: Lauren Van Woudenberg
Sent: Wednesday, June 8, 2022 2:22 PM
To: moliveira@environment1inc.com
Subject: FW: Pender County Utilities Quote
Attachments: Contract Lab Estimates Blank.xlsx

Hi Mark,

Just reaching out one last time to see if we might be able to get a quote from you for contract lab pricing. To clarify, this list includes parameters for the DW plant, WW plant, and biosolids evaluation. Please let me know if you need any additional information from us to move forward.

Thank you,
Lauren

From: Lauren Van Woudenberg
Sent: Thursday, June 2, 2022 12:51 PM
To: moliveira@environment1inc.com
Subject: Pender County Utilities Quote

Hi Mark,

My name is Lauren and I am the lab tech for Pender County Utilities. My Utilities Director, Kenny Keel, asked me to reach out to some laboratories and get contract lab quotes for our fiscal year 2023 (July-June). I'm attaching a list of our current contract lab needs, I was hoping you might be able to provide me with your current pricing per test that you would be able to offer us.

If you do not perform the test, please leave blank, or write in the comments section. If you generally contract a certain test out to another lab, please note that in the comments section as well, along with any additional fees associated with that in terms of shipping.

We would appreciate if you could have this list back to us by next Friday, June 10th, so we have time to crunch the numbers before submitting to the board.

Thank you in advance, and please let me know if you have any additional questions!

Lauren Van Woudenberg
Laboratory Technician
Pender County Utilities
289 Quality Way
Wilmington, NC 28401

Lauren Van Woudenberg

From: Lauren Van Woudenberg
Sent: Wednesday, June 8, 2022 2:23 PM
To: e1lab@e1lab.com
Subject: FW: Pender County Utilities Quote
Attachments: Contract Lab Estimates Blank.xlsx

Hello,

Just reaching out one last time to see if we might be able to get a quote from you for contract lab pricing. To clarify, this list includes parameters for the DW plant, WW plant, and biosolids evaluation. Please let me know if you need any additional information from us to move forward.

Thank you,
Lauren

From: Lauren Van Woudenberg
Sent: Thursday, June 2, 2022 12:52 PM
To: e1lab@e1lab.com
Subject: Pender County Utilities Quote

Hello,

My name is Lauren and I am the lab tech for Pender County Utilities. My Utilities Director, Kenny Keel, asked me to reach out to some laboratories and get contract lab quotes for our fiscal year 2023 (July-June). I'm attaching a list of our current contract lab needs, I was hoping you might be able to provide me with your current pricing per test that you would be able to offer us.

If you do not perform the test, please leave blank, or write in the comments section. If you generally contract a certain test out to another lab, please note that in the comments section as well, along with any additional fees associated with that in terms of shipping.

We would appreciate if you could have this list back to us by next Friday, June 10th, so we have time to crunch the numbers before submitting to the board.

Thank you in advance, and please let me know if you have any additional questions!

Lauren Van Woudenberg
Laboratory Technician
Pender County Utilities

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Tom Hedrick
DATE:	July 11, 2022
SUBJECT:	Approval of a Purchase Order to Brenntag for Sodium Hydroxide for the Water Treatment Plant for FY23: $145,000

SUMMARY:
A Request for Proposals procedure was executed by Trisha Newton in June of 2022. Brenntag was the lowest bid out of the vendors that participated in the bidding process. This chemical is used to adjust the pH of water in the water treatment process.

The bid price was locked in for one year of services. This purchase order will cover FY23 in the amount of $145,000.

Funds have been budgeted for this expenditure in account 069-403372

ACTION REQUESTED:
Approve annual purchase order to Brenntag for Sodium Hydroxide in the amount of $145,000 for water treatment for FY23.

ATTACHMENTS:
RFP tabulation results provided by Trisha Newton, Pender County Purchasing Agent

PENDER COUNTY

Water Treatment Chemicals RFP # 22051-227

Bid Tabulation 6/2/2022

	BIDDERS:	Ferric Sulfate $ per gallon	Sodium Hydroxide $ per gallon
1	Amerochem	3.52	
2	Brenntag		3.25
3	Pencco, Inc.	No Bid	
4	USAALCO, LLC	No Bid	No Bid
5			
6			
7			
8			
9			
10			
11			
12			

NOTES:

Awarding Sodium Hydroxide to Brenntag

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Tom Hedrick
DATE:	July 11, 2022
SUBJECT:	Approval of a Purchase Order to Amerochem for Ferric Sulfate for the Water Treatment Plant for FY23 $250,000

SUMMARY:
A Request for Proposals procedure was executed by Trisha Newton in June of 2022. Amerochem was the lowest bid out of the vendors that participated in the bidding process. This chemical is used as the primary coagulant in the water treatment process.

Due to the volatile nature of pricing, this bid price was locked in for 6 months with fair market value for the following 6 months. This purchase order will cover FY23 in the amount of $250,000.

Funds have been budgeted for this expenditure in account 069-403372

ACTION REQUESTED:
Approve annual purchase order to Amerochem for Ferric Sulfate in the amount of $250,000 for water treatment for FY23.

ATTACHMENTS:
RFP tabulation results provided by Trisha Newton, Pender County Purchasing Agent

PENDER COUNTY

Water Treatment Chemicals RFP # 22051-228

Bid Tabulation 6/21/2022

	BIDDERS:	Ferric Sulfate $ per gallon	Sodium Hydroxide $ per gallon
1	Amerochem	3.02	
2	Brenntag		
3	Pencco, Inc.		
4	USAALCO, LLC		
5			
6			
7			
8			
9			
10			
11			
12			

NOTES:

Awarding Kemira Ferric Sulfate to Amerochem

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	July 11, 2022
SUBJECT:	Approval of a Purchase Order to Amerochem for Aluminum Sulfate for Wastewater Treatment for FY23

SUMMARY:
Aluminum sulfate is a required chemical for treatment of wastewater at the Melinda K. Knoezer Adaptive Ecosystem (Pender Commerce Park) Wastewater Treatment Plant. This purchase order request will enable required purchases throughout FY23.

Staff contacted the three area suppliers of aluminum sulfate for quotes and received two quotes and one company informed us they were unable to supply. Staff sent multiple emails for a current letter of unable to supply and was able to confirm by phone but never received a new letter, so we included the letter from last year. We recommend the supplier Amerochem since they are still the least expensive and we have had good success with this company. $55,000 was budgeted for this chemical in account # 068-403372.

ACTION REQUESTED:
Approve Purchase Order for $55,000 to Amerochem for Aluminum Sulfate

ATTACHMENTS:
Quotes from Amerochem, WaterGuard, and Brenntag

Amerochem Corporation
PO Box 3009
New Bern, NC 28564

PENDER CO UTILITIES

CustomerID PENDER

PO BOX 995
BURGAW, NC 28425

Price Change Notification

6/8/2022

Thank you for being a loyal and consistent Amerochem customer over the years. Your satisfaction means a lot to us, and we hope we've been successful in providing you excellent customer service and superior products.

This letter is let you know that due to manufacturer price increases we are forced to adjust your current pricing as indicated below. As a highly valued customer, we hope this change is received with understanding.

Your price will change as outlined below effective 6/11/2022

Item	Units	Current Price	Price Effective 6/11/2022
ALUM - MINI BULK	GAL	1.855	2.255

All other terms and conditions remain the same.

Thank you for your continued patronage, and as always, please contact us if you have any questions or concerns.

Amerochem Corpoation
(800) 990-4949

Water Guard INCORPORATED

Quotation

DATE	VALID THRU
March 28, 2022	June 1, 2022

PO Box 2226
Wilson, NC 27894
Phone: 800-872-7665 Fax: 252-237-7028

Bill To:
Pender County WWTP 469 Quality Way Wilmington, NC 28401

Ship To:
Pender County WWTP 469 Quality Way Wilmington, NC 28401 Kurt Lonander

Comments or special instructions:			Delivery:	Fuel Surcharge:
			$40.00	*5%*
Description	**Unit**	**Qty**	**Unit Cost**	**AMOUNT**
Alum	Gallon	70	$2.310	$ 161.70
				$ -
				$ -
				$ -
				$ -
			TOTAL	**$ 161.70**

$150 Minimum Order for Delivery

THANK YOU FOR YOUR BUSINESS!

Kurt Lonander

From: Tammy Hoang/Mid-South/Brenntag <thoang@brenntag.com>
Sent: Monday, April 26, 2021 4:25 PM
To: Kurt Lonander
Subject: [External]RE: [External]RE: [External]RE: Alum Quote

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.

Hi Kurt,

Thank you for reaching out to Brenntag and considering us as one of your vendor to BID on Alum. At this time we are unable to quote on ALUMINUM SULFATE MINI-BULK. We currently only have BULK (45,000 lb.), totes (unable to pump off) and drums packaging.

Please let me know how I can help with any other chemical requirement.

*Notification of Change*_Transportation Charge_CLICK HERE

Regards,
Tammy Hoang
Sales Representative – Durham District
BRENNTAG
Brenntag Mid-South, Inc.
Cell: 270-832-5292
E-Mail: thoang@brenntag.com
www.brenntagmid-south.com
ConnectingChemistry

**To place an order or check on the status of an order, please contact:
greensborocustomerservice@brenntag.com or Sign up for Brenntag Connect! **
Check out Brenntag Connect! Your shortcut to placing orders, tracking orders and document downloads.
BRENNTAG CONNECT

From: Tammy Hoang/Mid-South/Brenntag
Sent: Monday, April 26, 2021 4:13 PM
To: Kurt Lonander <klonander@pendercountync.gov>
Subject: RE: [External]RE: [External]RE: Alum Quote

HI Kurt,

Sorry for the delay in getting the information back to you! We do not have an item code for Alum set up in our system as minibulk packaging and wanted to double check before quoting your or miss informing you.

Do you know if we have delivered this to you in the past? I have looked through your account and have been the sales rep for you account for the last 2.5 years and I did not see that we provided this.

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 11, 2022
SUBJECT:	Approval of a Purchase Order for Health Department Contracted Services to the Pender Board of Education in the amount of $150,000

SUMMARY:
The Women's and Children's Health Branch provides $150,000 with the School Nurse Funding Initiative to the Pender County Health Department. The Pender County Health Department contracts with the Pender Board of Education for (3) School Nurses. The funds are received by the Health Department and passed on to the Pender County Board of Education. We are requesting approval of a purchase order to the Pender Board of Education in the amount of $150,000.

900066-404500 Contracted Services (Pender Board of Education) $150,000

ACTION REQUESTED:
The board is requested to authorize purchase orders for contracted services to the Pender Board of Education in the amount of $150,000 for Fiscal Year 2022-2023

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	July 11, 2022
SUBJECT:	Approval of Purchase Order for Amerochem for Sodium Hypochlorite for the well system for FY23 for $10,000

SUMMARY:
A request for chemical pricing was executed by James Proctor in June of 2022. Amerochem and Waterguard came in at the same price per pound of $2.80 per pound. Amerochem has given us better service and their response time in the past has been better. We would prefer to work with Amerochem. This chemical is used to chlorinate the raw drinking water from the wells in Hampstead to meet North Carolina Public Water requirements for treatment.

The cost per pound will change due to volatile chemical demand. The Purchase order is for $10,000.

ACTION REQUESTED:
Approve annual purchase order to Amerochem for Sodium Hypochlorite in the amount of $10,000 for Supplies-Chemicals for FY23. 072-403372

ATTACHMENTS:
Amerochem and Watergaurd pricing

James R. Proctor

From: Tommy Pierce <TommyPierce@amerochem.com>
Sent: Thursday, June 23, 2022 9:41 PM
To: James R. Proctor
Cc: 'Amerochem'; tommypierce@amerochem.com
Subject: [External]Pender County Wells Bleach/Carus 8500 Quote

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 Proctor

Amerochem is pleased to offer the following products and pricing for mini bulk deliveries to well sites in Hampstead NC.

Sodium Hypochlorite 12.5% - mini bulk deliveries - $2.82 gallon

Carus 8500 - mini bulk deliveries - $14.92 gallon

Also a $50.00 FSC will be billed as separate line item on the invoice.

These prices are good until further notice (Not FIRMED for any length of time) as the market for both are subject to change with little or NO notice.

Highest Regards

Tommy Pierce
Amerochem

Water Guard, Inc.

1903 Herring Ave.
P.O. Box 2226
Wilson, NC 27894

800-872-7665
252-237-5205
Fax 252-237-7028
e-mail: info@waterguardinc.com

June 10, 2022

PENDER COUNTY UTILITIES
PO BOX 995

BURGAW NC 28425
ATTENTION: PURCHASING

Dear Valued Customer,

We have recently received an increase in the cost on the following chemicals, therefore, effective July 1, 2022, your prices are as follows:

10001	HYPOCHLORITE SOL - BULK- GALS	$2.82 GALS
10005	HYPO, 5.25%, TANKER	$1.60 GALS

Thank you for the opportunity to service your chemical and equipment needs. We look forward to many more years as your supplier. If you have any questions, please feel free to contact your sales representative. Again, thank you for your business, and your understanding of these price increases.

Allen Daniels
252-230-8424
allen@waterguardinc.com

Randy Hussey
252-289-2262
randy@waterguardinc.com

Sincerely,

Allen Daniels
Sales Manager
Water Guard, Inc.

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 11, 2022
SUBJECT:	Request Approval to apply for Community Oral Health Transformation (COrHT) Initiative in North Carolina Grant

SUMMARY:
The Health Department Dental Clinic is requesting approval to apply for the Community Oral Health Transformation (COrHT) Initiative in North Carolina grant. The Blue Cross and Blue Shield of NC Foundation and the NC Oral Health Collaborative and CareQuest Institute for Oral Health in partnership, seeks to identify participants in a learning community of up to 14 dental clinics to support oral health care for underserved populations in North Carolina. Participating clinics are eligible for a $20,000 sponsorship to support their participation in learning and improvement activities. In addition, local health department clinics will be eligible for small "innovation grants" ($25,000 - $50,000) to support the implementation of practices associated.

ACTION REQUESTED:
Requesting approval for the Health Department Dental Clinic to apply for the Community Oral Health Transformation (COrHT) Initiative in North Carolina Grant in the amount of $20,000.

Call for Applications

Learning Opportunity: Community Oral Health Transformation (COrHT) Initiative in North Carolina

The Blue Cross and Blue Shield of North Carolina Foundation, in partnership with the North Carolina Oral Health Collaborative and CareQuest Institute for Oral Health, seeks to identify participants in a learning community of up to 14 dental clinics to support the advancement of prevention-focused, value-based, whole-person oral health care in North Carolina.

Issue Date: May 3, 2022

Application Deadline: June 2, 2022, by 5:00 p.m. EDT

Contacts:

Dr. Zachary Brian
Vice President of Impact, Strategy, & Programs
Foundation for Health Leadership & Innovation
Director
North Carolina Oral Health Collaborative
zachary.brian@foundationhli.org

Daijah Davis
Program Officer, Oral Health
Blue Cross and Blue Shield of North Carolina Foundation
daijah.davis@bcbsncfoundation.org

This opportunity has been developed in partnership between Blue Cross and Blue Shield of North Carolina Foundation (Blue Cross NC Foundation), the North Carolina Oral Health Collaborative (NCOHC), and CareQuest Institute for Oral Health (CareQuest Institute) with the support of a Design Team. Over the Initiative's duration, NCOHC will serve as the primary contact for participants and the convener of any activities. CareQuest Institute will provide financial support for participating private practices and technical support to all participants, including real-time analytics to support learning, quality improvement, and impact. Blue Cross NC Foundation will provide financial support to participating safety net practices and the overall Initiative.

Participating clinics are eligible for a $20,000 sponsorship to support their participation in learning and improvement activities and up to $12,000 to facilitate ongoing reporting. In addition, 501(c)(3) nonprofit organizations and local health department clinics will be eligible for small "innovation grants" ($25,000-$50,000) to support the implementation of practices associated with the three-domain framework described below.

This document describes the purpose of this Initiative, eligibility criteria, related funding opportunities, and the process of submitting an application using a web-based form. Additional organizational materials will be requested for a subset of finalist applicants during the second stage of the process.

Note: (*) denotes a key term defined at the end of the document for shared understanding.

Community Oral Health Transformation (COrHT) Initiative in North Carolina

Background

Dentistry is undergoing rapid change — the impacts of COVID-19 and the emergence and adoption of new care delivery models have elevated opportunities to fundamentally re-orient the oral health care system for better value and greater equity. Under the current system, misallocations of both workforce and care have led to, and deepened, inequities in oral health care access and outcomes, particularly among rural and low-income populations and other historically marginalized groups. Innovations in preventive, non-surgical treatment have been found to lead to better outcomes, improve patient experience, and lower cost, yet there are many barriers to uptake.

The COVID-19 pandemic has led to new incentives to innovate — among providers and payers alike. This learning opportunity builds upon this momentum for change, focusing its efforts on elements of a three-domain framework emphasizing:

1. Tele-prevention (teledentistry)
2. Minimally Invasive Care (non-surgical treatment of disease)
3. Integrated and Personalized Care

These practices are also associated with a shift to value-based care,* value-based payments,* and the ongoing structural re-orientation of the care delivery model. Specifically, these domains utilize evidence-based care strategies to help patients improve their health, reduce the effects and incidence of chronic disease, and live healthier lives.

The COrHT Initiative in North Carolina will provide technical and financial support for participating dental clinics — primarily from the safety net — to adopt clinical and operational practices that reflect the three-domain framework. CareQuest Institute will provide technical and data expertise related to the three domains, and NCOHC will convene participants to help identify and act on systems-level barriers to promote more widespread adoption of these practices.

Overview of Learning Opportunity and Funding Available

This learning opportunity aims to develop and support a network of clinical and administrative leaders to implement evidence-based improvements to their care delivery and administrative models focused on teledentistry, minimally invasive care, and integrated and personalized care. These changes are designed to advance an oral health care system that prioritizes prevention, is value-based, and promotes whole-person oral health care. The learning collaborative activities will be oriented to support the increased adoption of practices reflected in the three-domain framework.

Key activities will include:

Learning Community: Over the course of one (1) year, starting in July 2022, representatives of participating clinics will convene twice in person, quarterly via remote video conference, and monthly via virtual engagements to support peer-to-peer collaboration and shared learning. These training and learning activities will support participants' continued engagement with the three-domain framework, and provide opportunities to share best practices, engage in shared leadership development and learning, and promote peer-to-peer collaboration. **Sponsorships of $20,000 per clinic** are available to offset the costs of participation in learning and quality improvement activities. For those clinics that are 501(c)(3) nonprofit organizations or local health departments, small **innovation grants ($25,000-$50,000**) will be available by application to support the implementation of new approaches consistent with the three-domain framework.

Quality Improvement and Data Analytics: Starting in September 2022, and continuing through October 2023, participating clinics, with technical support from CareQuest Institute, will collect and monitor monthly clinical and financial data critical to support quality improvement as a part of a value-based payment model. Qualitative data will also be collected to evaluate practice and patient experience, utilizing real-time data and storytelling from both provider and consumer communities. This data will be analyzed by CareQuest Institute and reported back to the group and/or individual sites. Coaching and office hour sessions will be made available to participants to assist with change management and promote a shared understanding of the data. **Up to $12,000 per clinic** will be available to participating clinics to offset the costs of regular reporting.

Impact Report and Sustainability Planning: The quantitative and qualitative data collected during the project will inform NCOHC's efforts to identify and advance systems-level policy change supporting value-based care in North Carolina. In particular, NCOHC will work with participating clinics to identify areas of opportunity and impact, as well as specific barriers to engaging in the three domains. Overall project impact will also spotlight innovations achieved in North Carolina to inform other states interested in adopting value-based models of care that are inclusive of oral health.

Overarching Goals

The long-term goal of the COrHT Initiative in North Carolina is to support the shift to value in oral health care. Although there are many definitions of value, in general, value is achieved when providers, payers, patients, and policy align to attain high-quality, meaningfully accessible, and whole-person care for sustainable health outcomes in a cost-effective manner.

Throughout the Initiative, participating clinics will be asked to provide process, clinical, and financial metrics that relate to the three domains — tele-prevention (teledentistry), minimally invasive care, and integrated and personalized care. This data will help track progress toward initiative goals and highlight the impact of the adoption of these practices at the clinic level, as well as any specific policy or other barriers to adoption. Participating clinics will be asked to provide data that relates to:

- **Adoption of new operational practices** — e.g., staffing, employee compensation, practice management, and medical-dental collaboration.
- **Financial performance** — e.g., billing, revenue, the total cost of care.

- **Change in clinical services and quality measures** — e.g., increased preventive treatments, teledentistry visits, reduction in surgical treatments, recall periodicity, caries at recall.
- **Provider and staff experience.**
- **Consumer experience.**
- **Access to care.**

Clinics will use their baseline data (collected from participating sites starting in the summer of 2022) to set improvement goals within the domains with technical assistance and support from CareQuest Institute. These activities will help identify barriers to, and facilitators of, value-based practices and demonstrate how clinical practice patterns can impact cost and patient experience while promoting accessibility, equity, and integration. Blue Cross NC Foundation, CareQuest Institute, and NCOHC will utilize data and analytics to identify and understand best practices to further disseminate and increase the adoption of the most effective approaches.

Planned Activities and Funding

- **Participation Support:** A sponsorship of $20,000 per clinic is available to support the participation of clinical and administrative staff in learning and quality improvement activities, including face-to-face activities and virtual convenings, ongoing coaching, data collection, and quality and practice improvement activities. Planned activities include but are not limited to education and technical assistance related to:
    - Principles of value-based care and value-based payment.
    - Integrated, interprofessional practice.
    - Addressing the social drivers of health (e.g., care coordination).
    - Patient and population risk stratification.
    - Data collection, reporting, and analysis, supported by an equity framework that will be developed with participating sites.

  Participants are expected to attend two face-to-face convenings, monthly virtual sessions for peer-to-peer and other learning, and quarterly virtual convenings. Staffing requirements are described below. Any face-to-face activities will be convened according to the Foundation for Health Leadership and Innovation's protocols with respect to COVID-19.

- **Innovation Grants:** Small grants will be available to support expenses such as technology and equipment upgrades or portions of staff positions that directly support innovation and the implementation of the three-domain framework. Innovation grants up to $50,000 per clinic will be available by application for local health departments and 501(c)(3) nonprofit clinics.

- **Reporting:** Participating clinics will receive payment for submitting regular reporting. To reflect the importance of data and analysis in care transformation, simulate the experience of value-based contracting, and evaluate the effect of implementing new care models on health outcomes, an incentive structure will be tied to reporting. The design is intended to mimic a fee-for-service (FFS) + incentive alternative payment model (APM). Participants can earn incentive dollars for the timeliness and quality of reported data (pay-for-reporting). This includes financial performance analyses and reporting. The incentive dollars will tie to performance goals for timeliness, accuracy, and completeness of data submission, with an emphasis on demographic data reporting. This data is essential for equitable care delivery. Participating clinics will also submit data to evaluate and inform

improvement in metrics that relate to the three domains — tele-prevention (teledentistry), minimally invasive care, and integrated and personalized care. Data reporting, evaluation of quality performance, and allocation of incentive dollars will occur at regular intervals communicated to all participants.

Technical support for the data extraction process will be available to all participants from CareQuest Institute to ensure they are equipped with tools and processes that establish and maintain a data generation and transfer mechanism.

Eligibility Criteria

This opportunity is specifically designed for safety-net clinics (up to 12 will be included) with an established dental practice and a limited number of private practices (up to two will be included). All participating clinics must have a minimum payer mix of 15% Medicaid.

Additional eligibility considerations:

- A local health department, community-based nonprofit organization that is exempt under Section 501(c)(3) of the Internal Revenue Code, or private practice with a payer mix of 15 % or greater Medicaid.
- A minimum of three operatories.
- Provide comprehensive care.
- Use of Electronic Health Record (EHR) – preferred EHRs are: Open Dental, Eaglesoft, Epic, and Dentrix.

In addition to basic eligibility, the following areas are also considered critical success factors:

- Alignment among leadership, providers, and staff concerning continuous learning and clinical and administrative improvement.
- The ability to engage two to three individuals who will serve as the Site Implementation Team — attending the virtual and face-to-face sessions and providing leadership on a day-to-day basis at the clinic to implement new practices.
- Staff buy-in (clinical and administrative).
- Commitment to interdisciplinary practice (e.g., partnership with primary care/behavioral health).

Project Staffing Requirements

The COrHT Initiative in North Carolina will require each participating clinic to establish a two to three person **"Site Implementation Team,"** including the dental director or a lead dentist. These individuals must have capacity for:

- Attendance at two (2) in-person sessions.
- Two to three hours per month for scheduled activities, including community calls, coaching, and office hour sessions.
- Two to three hours per month to test and implement change management strategies.
- Two hours per month for data collection and reporting.

For continuity, all members of the Site Implementation Team are strongly encouraged to attend all sessions; however, one member will be designated the project "lead," and this member must consistently participate in all scheduled activities. For purposes of shared leadership, staff development, and team engagement,

other team members are strongly encouraged to participate over the course of the Initiative based on their availability.

As part of the Site Implementation Team, each participating clinic will designate a **COrHT "Data Manager"** who may or may not be part of the Site Implementation Team. This person will be responsible for project data collection and reporting and serve as the point of contact for data-related activities including working with staff at CareQuest Institute to extract and transfer data as part of project deliverables.

Funding Partnership

As a partner in this work, in addition to providing funding support, the Blue Cross NC Foundation is committed to:

- Engage in thought partnership with participants and partners, focusing on listening for increased understanding.
- Support participants to achieve their goals and adapt to new and perhaps unexpected circumstances.
- Solicit and be open to direct, constructive feedback about our approach to, and implementation of, this project and specific opportunities for continuous improvement.
- Provide open and regular communication about any changes or updates that might impact participants.
- Operate consistently with our organizational values: authenticity, collaboration, curiosity, equity, health, and leadership.

Pender County
Purchase Order Roll Over for Playground Repair

TO:	
FROM:	Zack White
DATE:	July 11, 2022
SUBJECT:	Approval to roll over purchase order (PO # 391) in the amount of $3454.70 to complete playground repairs.

SUMMARY:
Due to supplier delays the playground equipment repair parts for Hampstead Kiwanis Park have not arrived yet. The manufacturer confirmed that the parts will ship the week of 8/8/22.

ACTION REQUESTED:
To roll Purchase Order 391 in the amount of $3,454.70 into FY22-23 to complete the playground repairs.

Purchase Order

Fiscal Year 2022 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	391

Delivery must be made within doors of specified destination.

BILL TO
PENDER CO PARKS & RECREATION
PO BOX 5
BURGAW, NC 28425

VENDOR
CRD of Hilton Head
Church Recreation and Design
20 Towne Dr. PMB186
Bluffton, SC 29910

SHIP TO
PENDER CO PARKS & RECREATION
805 S. WALKER ST
BURGAW, NC 28425

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		531	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
01/24/2022	35044	01/10/2022		PARKS & RECREATION

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Replacement parts for HKP Playground				
1	Square Deck; part #7145029. Only vendor in NC for Miracle Playground Equipment. 665 - 401600 $1,223.00	1.0	EACH	$1,223.00	$1,223.00
2	Ramp, 90 degree curved FPS BL; item 3 987214bl 665 - 401600 $1,899.00	1.0	EACH	$1,899.00	$1,899.00
3	Parts carton-90 degree level ramp FPS; Exclusive distributor of Miracle Playground Equipment in NC and need specific brand product. 665 - 401600 $56.00	1.0	EACH	$56.00	$56.00
4	Freight 665 - 401600 $276.70	1.0	S&H	$276.70	$276.70
	********** GL SUMMARY ********** 665 - 401600 $3,454.70				

DEPARTMENT COPY

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.

By: Margaret C. Bere Authorized Signature By: Authorized Signature

PO Total **$3,454.70**

Pender County
Purchase Order Roll Over for Demolition Contract

TO:	Board of County Commissioners
FROM:	Zack White
DATE:	July 11, 2022
SUBJECT:	Approval to roll over purchase order (PO #649) in the amount of $152,200 for the demolition contract for the old Long Creek School

SUMMARY:
Due to a delay in the asbestos testing on some of the structures the demolition contract for the Old Long Creek School and selected tax foreclosures was unable to be completed by 6/30/22. We are requesting that purchase order 649 in the amount of $152,200 be rolled over to FY22-23.

ACTION REQUESTED:
We are requesting that purchase order 649 in the amount of $152,200 be rolled over to FY22-23.

Purchase Order

Fiscal Year 2022 Page: 1 of: 2

BILL TO
PENDER CO MANAGER
P O Box 5
BURGAW, NC 28425

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	649

Delivery must be made within doors of specified destination.

VENDOR
4 Seasons Demolition, Inc
P O Box 15590
Wilmington, NC 28408
Email: val4demo@gmail.com

SHIP TO
PENDER CO MANAGER
807 S Walker Street
BURGAW, NC 28425

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		873	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/14/2022	27648			COUNTY MANAGER

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Demolition of Long Creek School & Tax Foreclosures				
1	Project 1: Remaining Structures at the Former Long Creek School Site (Appendix A of RFP #220512-228) Location: 23280 NC HWY 210, Rocky Point, NC 28457 Parcel PIN: 2295-13-4411-0000 Project # 2: Blue House and Well (Appendix B of RFP #220512-228) Location: 208 Burgaw Creek Loop Road, Burgaw, NC 28425 Parcel PIN 3320-82-9153-0000 Project # 3: Condemned Structure (Appendix C of RFP #220512-228) Location: 3340 Halfway Branch School Road, Ivanhoe, NC 28447 Parcel PIN 2350-15-2730-0000 Project # 4: Remaining Structure and Well (Appendix D of RFP #220512-228) Location: 2907 Englishtown Road, Willard, NC 28478 Parcel PIN 2373-58-7162-0000 Project # 5: Mobile Home (Appendix E of RFP #220512-228) Location: 403 Saddle Ridge Road, Currie, NC 28435 Parcel PIN 2274-57-5844-0000 Project # 6: Rocky Point with Debris (Appendix F of RFP #220512-228) Location: 600 Cheshire Road, Rocky Point, NC 28457 Parcel PIN 3224-46-2015-0000 Project # 7: Maple Hill with Debris (Appendix G of RFP #220512-228) Location: 960 Lee Road, Maple Hill, NC 28454 Parcel PIN 3392-53-8565-0000 Project # 8: Multiple Structures (Appendix H of RFP #220512-228) Location: 1310 Slocum Trail, Atkinson, NC 28421 Parcel PIN 2266-21-6379-0000	1.0		$152,200.00	$152,200.00

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.

CONTINUED ON NEXT PAGE

By: David Pupino
Authorized Signature

DEPARTMENT COPY

Purchase Order

Fiscal Year 2022 Page: 2 of: 2

BILL TO

PENDER CO MANAGER
P O Box 5
BURGAW, NC 28425

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	649

Delivery must be made within doors of specified destination.

VENDOR

4 Seasons Demolition, Inc
P O Box 15590
Wilmington, NC 28408
Email: val4demo@gmail.com

SHIP TO

PENDER CO MANAGER
807 S Walker Street
BURGAW, NC 28425

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		873	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/14/2022	27648			COUNTY MANAGER

Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
	450 - 404500	$62,200.00				
	665 - 404500	$90,000.00				
	********** GL SUMMARY **********					
	450 - 404500	$62,200.00				
	665 - 404500	$90,000.00				

DEPARTMENT COPY

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.

By: Margaret C. Bell Authorized Signature By: Authorized Signature By: Authorized Signature

PO Total **$152,200.00**

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

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 11, 2022
SUBJECT:	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 1352 Slocum Trail, Currie

SUMMARY:
Please consider attached documentation of bid for surplus property located at 1352 Slocum Trail, in the Currie area.

It is recommended that the $8,600 bid from Ariel Russell for parcel number 2266-21-8254-0000 be accepted by the County and the upset bid process to begin as of July 11, 2022. The attached letter indicates the details of the bid and upset bid process for this property. The tax value for this property is listed at $8,650 and the County acquired it for a total of $8,223.79.

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

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

PENDER COUNTY NC

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

Letter of recommendation for sale of real property

6/21/2022

Dear County Manager,

For your consideration is an upset bid process for parcel number 2266-21-8254-0000 located at 1352 Slocum Trail outside Currie that we acquired on 07/21/2021 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.82 of an acres. The estimated tax value of the parcel is $8,650 in GIS. Mrs. Ariel Russell has placed a bid offer of $8,600.

Published notice of the summary of this resolution will be by electronic advertisement on the County's website located under Bid & RFP's and through the local paper. The electronic published notice and local paper is pursuant to G.S. Chapter 160A-269.

Sincerely,

Andy Devane

Asset Manager

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

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

Resolution

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

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property at 1352 Slocum Trail (parcel number: 2266-21-8254-0000) as a surplus asset that will be sold as is thru the upset bid process after board approval.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's."

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property through the seal bid process. The summary of this resolution is pursuant to G.S. Chapter 160A-269.

Adopted at a _____ meeting on

_____ 2022

_____

Pender County Authorized Representative

ATTEST:

_____

County Clerk

Andy Devane

From: Jotform <noreply@jotform.com>
Sent: Wednesday, June 8, 2022 10:44 AM
To: Andy Devane
Subject: [External]Surplus Property Bid

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

Jotform

Hi,

Surplus Property Bid form submission data is below:

Submission Date

Jun 8, 2022

Name

Ariel Russell

Phone Number

(910) 471-7119

E-mail

leabug1127@gmail.com

Parcel ID Number

2266-21-8254-0000

Address

1352 SLOCUM TRAIL

Potential Bid Information:

I would like to purchase the property for 8600.00



PIN: 2266-21-8254-0000
Owner: PENDER COUNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4759/611

Property Address: 87 E H HALES DR
Description: TR1 PB 42/145 DIV FOR LEMAY HEIRS

Sale Price: $8,500
Sale Date: LAST_SALE_DATE
Plat: 00420145
Account No: 1013981
Township: CASWELL
Subdivision: BATTLEGROUND ESTATES
Tax Codes: G01 F28 R40

Acres: 0.82
Land Value: $8,650
Building Value: $5,540
Total value: $14,190
Deferred Value: $0
Exempt Amount: 14190
PCL Class: R
Heated Sq Feet:

Pender County

1:1,174

0 0.0075 0.015 0.03 mi
0 0.0125 0.025 0.05 km

1 inch = 98 feet

7/21/2021

N
W E
S

PAR ID: 22662182540000	Map #: 42/145	JURIS CD: G01 PENDER COUNTY R40 PENDER EMS	F28 ATKINSON FIRE	Route #: 24000

PIN #: | PENDER CO NC - Property Card | Printed: 12/05/19 | Card: 1 of 1 | Appraiser: EWD

Ownership: 893341

BASS, JENNIFER LEMAY
536 W MAIN ST
WALLACE NC 28466

SITUS: 87 E H HALES DR

Deeded Acres: .82
Legal Description:
Tr1 Pb 42/145 Div For Lemay Heirs
Pb 30/29

Subd: 7-001 Battleground Estates
Nbhd: R7002

Parcel: 411 mobile home park
Fronting:
Location:
Parking:
Utility: ;
Zoning: RA

Sale Dt	I	S	Price	Db/Pg	Valid. Code
09/22/06	WD			3055/172	
09/19/06	PLA			42/145	
04/05/96			14,000	1124/122	
No Valid Sale					

Sketch Vectors

Vector

Improvement Description: R

Story:	FP Stacks:	Bsmt:	Phys Cond:	% Complete:
Class:	Openings:	BSMT Gar:	CDU:	Grade:
Ext Wall:	Prefab FP:	Attic:	Over Depr Tb:	C&D Fact:
Yr Blt:	Rooms:	Baths:	Fnct Dep %:	C&D Desc:
Eff Year:	Bedrooms:	Half:	Fnct Desc:	TV/SF 0.00
Heating:	Unfin Area:	Extra Fixt:	Econ Dep%:	SP/SF 0.00
Fuel:	Fin Bsmt Area:	Misc 1:	Econ Desc:	RCN/SF
System:	Rec Room Area:	Misc 2:	N-Fact: .7	RCNLD/SF

Assessment: 2019

Land:	$8,650	Excluded:
BLDG:	$5,540	Ag Use:
Market:	$14,190	
Deferred:	$0	
Exempt:	$0	
Taxable:	$14,190	

DWELL ADDNS

L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD

HSF: TSF: 0 Total:

Entrances

Revisit:
Reason:

Appr	Date	Code	Rev2

Building Permit

Date	Permit #	Permit $	CO Date	Flg

PAR ID: 22662182540000	Map #: 42/145	JURIS CD: G01 PENDER COUNTY R40 PENDER EMS	F28 ATKINSON FIRE	Route #: 24000

PIN #: | PENDER CO NC - Property Card | Printed: 12/05/19 | Card: 1 of 1 | Appraiser: EWD

Land Description: LUC: 411 NBHD: R7002

N-Fact: | Topo1: level | Topo3: | Road 1: paved
Zoning: RA | Topo2: | Traffic: | Road 2:

L#	Typ	Code	Desc	Size	BaseRate	Adj	AdjRate	Value
1	A	3	Undevel	0.8200	10000		10000	8,650

Total Parcel Size: AC 0.8200 Rate/AC 10,548.78 Value 8,650

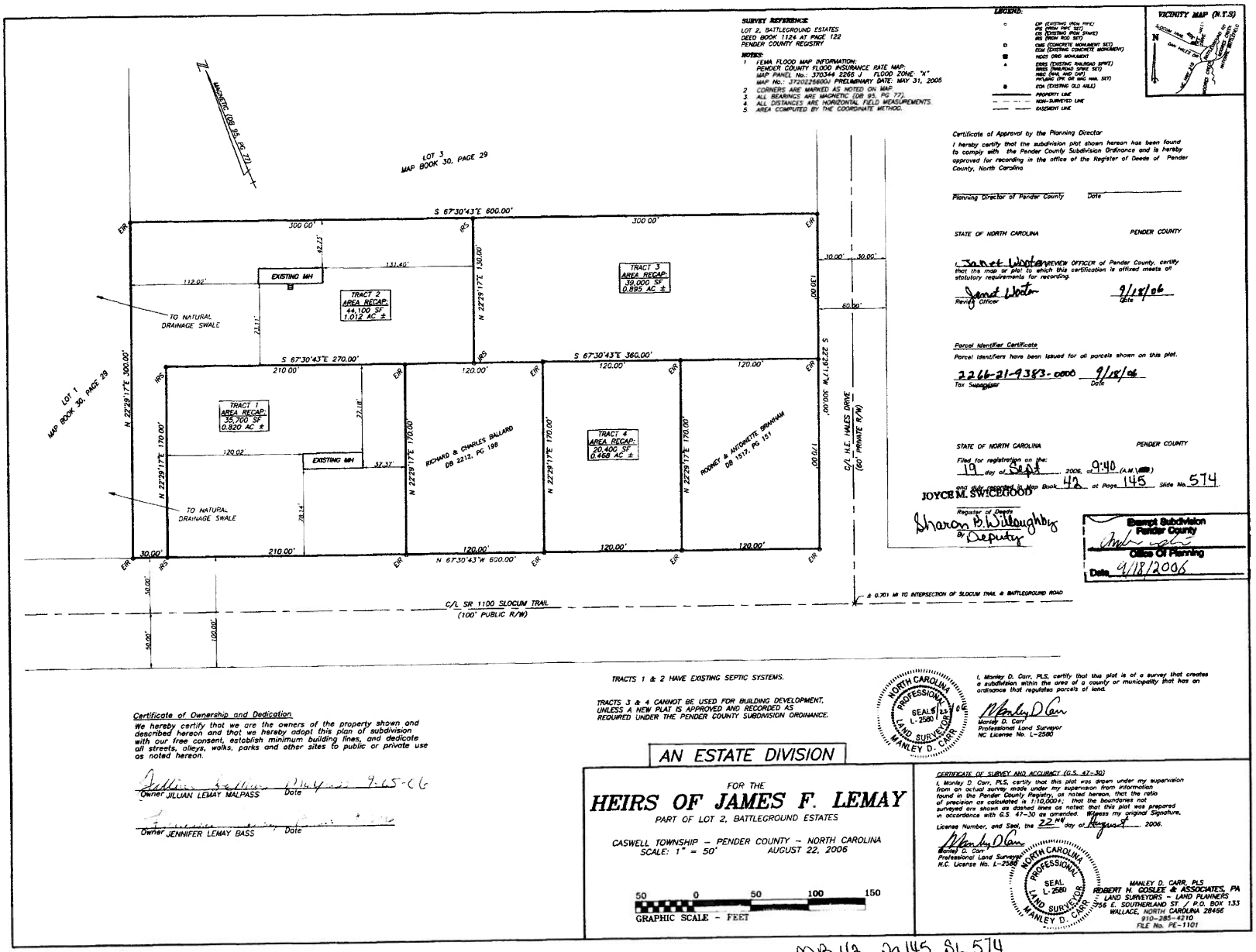
Ag Use	LN	Soil	Acres	Rate	Value
				Value	

Comments:

#	Comment

OB&Y

L#	Code		Yr Blt	Eff Yr	W x L	Area	Grd	Units	Mod Cd	Rate	Ovrd Rte	RCN	Cnd	Fnct	%Cmp	%Gd	RCNLD
1	MH3	M H Park Pads Av		1950	1 x 1	1	C	1		10000.00		10,000	A	A			5,000
2	SH1	Frame Machinery S	2000		10 x 8	80	C	1		9.88		790	A	A			540
					x												
					x												
					x												
																Total:	5,540



MB 42 Pg 145 SL 574

Doc No: 20087347
Recorded: 07/21/2021 12:46:29 PM
Fee Amt: $26.00 Page 1 of 2
Excise Tax: $17.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4759 PG 611 - 612 (2)

Excise Tax $17.00	Return after recording to →	Pender County PO Box 5 Burgaw, NC 28425
Parcel ID # 2266-21-8254-0000	*Prepared by* Richard T. Rodgers, Jr.. Esq.	

BRIEF DESCRIPTION FOR INDEX → 0.82 acres

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
7/16/2021

COMMISSIONER'S DEED

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

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

WITNESSETH

That whereas, Richard T. Rodgers, Jr. was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding entitled Pender County et. al. v. Jennifer Lemay Bass et. al. filed at 20-CVS-516 with the Pender County Clerk of Superior Court; and Richard T. Rodgers, Jr. was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas, Richard T. Rodgers, Jr., commissioner, did on 06/18/2021, offer the land hereinafter described at a public sale at the Pender County Courthouse door, and Pender County became the last and highest bidder for said land in the amount shown on the Report of Sale or final Upset Bid reflected in the above-referenced Court File; and the sale having been confirmed, and Richard T. Rodgers, Jr., commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

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

2.

BEING all of TRACTS 1 AND 4 as shown on a map entitled "An Estate Division for the Heirs of James F. Lemay, Part of Lot 2, Battleground Estates" recorded in Map Book 42 at page 145 of the Pender County Registry.

Parcel ID: 2266-21-8254-0000

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)

By: _____
Title

By: _____
Title

USE BLACK INK ONLY

_____(Seal)
Richard T. Rodgers, Jr., Commissioner

_____(Seal)

TAMMY C. SHERMAN NOTARY PUBLIC PENDER COUNTY, NC (Official Seal)

My commission expires: 4-1-23

STATE OF NORTH CAROLINA, PENDER COUNTY

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

Richard T. Rodgers, Jr., Commissioner

↓↓ ***Official Signature of Notary*** ↓↓

Tammy C Sherman 7-16-21

Tammy C Sherman ← ***Printed (or typed) Name of Notary*** **Date:**

SNL

STATE OF NORTH CAROLINA

COUNTY OF PENDER

PENDER COUNTY

FILED
2021 JUL 22 P 12:15
PENDER CO., C.S.C.
BY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
COURT FILE #: 20-CVS-516

Plaintiff(s),

v.

JENNIFER LEMAY BASS, owner et. al.
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 follows:

Item	Incoming	Outgoing	POC
Purchaser	$8,223.79		
Pender County - Costs (court filings)			$220.00
Pender County - Costs (Legal Ads)			$192.50
Pender County ROD (revenue stamps)		$17.00	
Pender County - (ROD) Deed Filing Fees		$26.00	
Pender County - Taxes			$5,048.93
Lawrence Boehling - GAL		$0.00	
Sherman & Rodgers - Legal Costs		$967.75	
Sherman & Rodgers - Legal Fees		$1,360.00	
Sherman & Rodgers - Commissioner's Fees		$391.61	
TOTALS		***$2,762.36***	***$5,461.43***

Distribution Statement

Check to Pender Registry	$43.00
Check to Sherman & Rodgers	$2,719.36

Upon the approval of this Final Report, Richard T. Rodgers, Jr. is hereby discharged as Commissioner, relieved of all liabilities of whatever nature, and relieved of the responsibility of any future duties which would obligate Richard T. Rodgers, Jr. to take any action as Commissioner in this matter.

Richard T. Rodgers, Jr, Commissioner

Assistant/Clerk of Superior Court

7.22.21
Date of Audit and Approval

3921

SHERMAN AND RODGERS PLLC DBA PROTAX
PENDER COUNTY TAX COLLECTOR TRUST
PO BOX 250
BURGAW, NC 28425

PNC BANK, N.A.
15-3/540

PAY TO THE ORDER OF Sherman and Rodgers, PLLC

July 16, 2021 $ 2,719.36

two thousand seven hundred nineteen and 36/100**********

DOLLARS

Security features. Details on back.

MEMO Costs, Fees & Commissions
2266-21-8254-0000 - 20-CVS-516

AUTHORIZED SIGNATURE

⑈003921⑈ ⑆054000030⑆ 533697776⑈

SHERMAN AND RODGERS PLLC DBA PROTAX • PENDER COUNTY TAX COLLECTOR TRUST

3921

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

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 11, 2022
SUBJECT:	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Wards Corner Loop Road Parcel 2278-73-8947-0000, Burgaw/Atkinson

SUMMARY:
Please consider attached documentation of bid for surplus property located off of Wards Corner Loop Road Parcel 2278-73-8947-0000, between Burgaw and Atkinson.

It is recommended 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 to begin as of July 11, 2022. The attached letter indicates the details of the bid and upset bid process for this property. The tax value for this property is listed at $19,000 but the County acquired it for a total of $6,029.59.

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

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

PENDER COUNTY NC

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

Letter of recommendation for sale of real property

6/21/2022

Dear County Manager,

For your consideration is an upset bid process for parcel number 2278-73-8947-0000 located near 788 wards corner loop Rd outside Burgaw that we acquired on 04/30/2019 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 4 acres that is land locked. The estimated tax value of the parcel is $19,000.00 in GIS. Mr. Lyncoya Simpson has placed a bid offer of $15,000.

Published notice of the summary of this resolution will be by electronic advertisement on the County's website located under Bid & RFP's and through the local paper. The electronic published notice and local paper is pursuant to G.S. Chapter 160A-269.

Sincerely,

Andy Devane

Asset Manager

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

PENDER COUNTY NC

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

Resolution

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

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property (parcel number: 2278-73-8947-0000)as a surplus asset that will be sold as is thru the upset bid process after board approval.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's."

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property through the seal bid process. The summary of this resolution is pursuant to G.S. Chapter 160A-269.

Adopted at a _____ meeting on

_____ 2022

_____

Pender County Authorized Representative

ATTEST:

_____

County Clerk

Andy Devane

From: Jotform <noreply@jotform.com>
Sent: Tuesday, June 14, 2022 8:35 AM
To: Andy Devane
Subject: [External]Surplus Property Bid

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

Jotform

Hi,

Surplus Property Bid form submission data is below:

Submission Date

Jun 13, 2022

Name

Lyncoya Simpson

Phone Number

(704) 776-6547

E-mail

lyncoyasimpson2323@gmail.com

Parcel ID Number

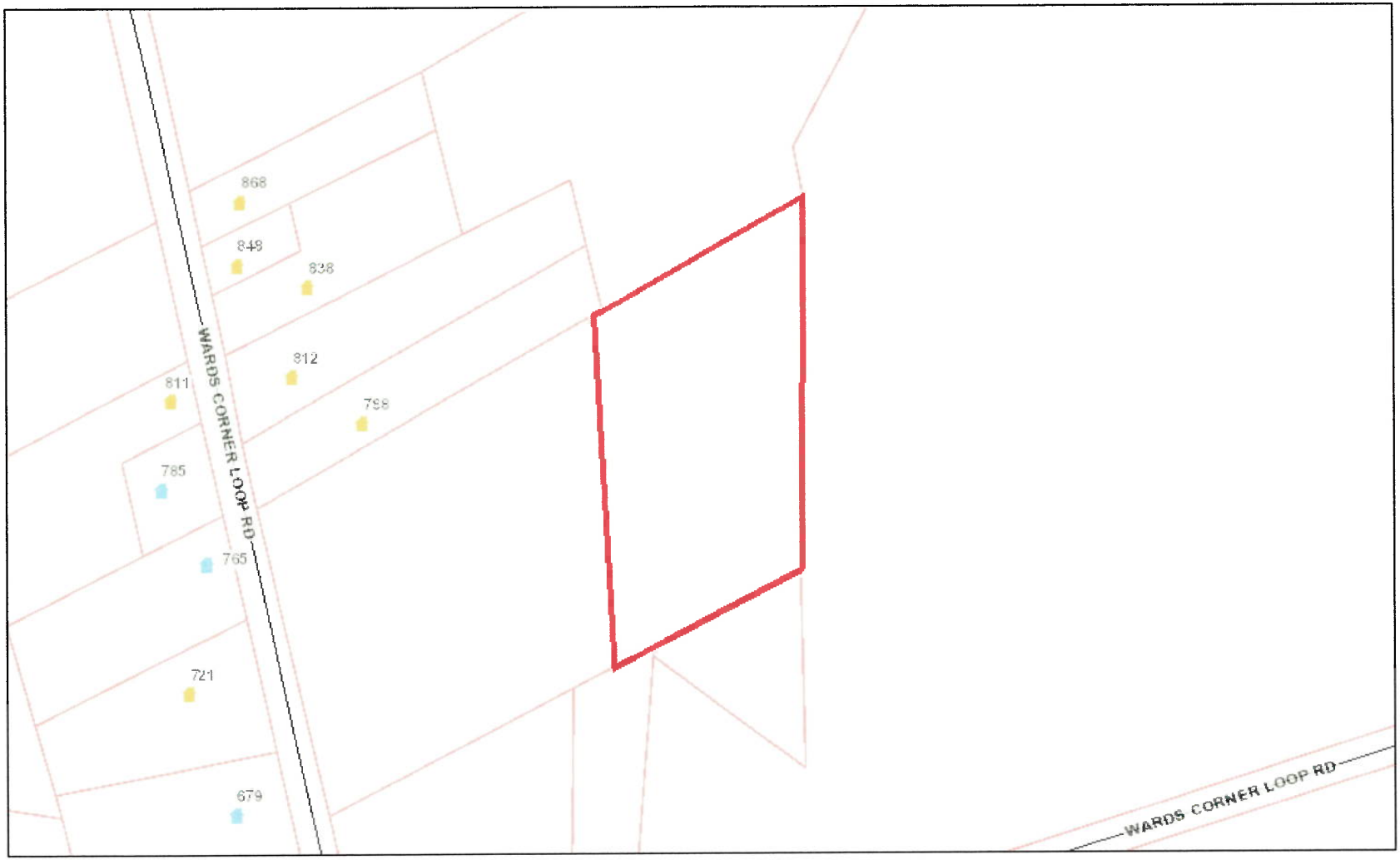
2278-73-8947-0000

Address

Wards Corner Loop Road

Potential Bid Information:

I would like to make an offer of $15,000 for the land.



PIN: 2278-73-8947-0000
Owner: PENDER COUNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4683/271
Property Address:
Description: OFF 1122 W OF 421

Sale Price: $6,500
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 1001537
Township: COLUMBIA
Subdivision:
Tax Codes: G01 F26 R40

Acres: 4
Land Value: $19,000
Building Value: $0
Total value: $19,000
Deferred Value: $0
Exempt Amount: 19000
PCL Class: E
Heated Sq Feet:

Pender County

1:2,687

0 0.02 0.04 0.08 mi
0 0.03 0.06 0.12 km

1 inch = 224 feet

04/17/2019

N W E S

Jue

STATE OF NORTH CAROLINA

COUNTY OF PENDER
PENDER COUNTY

Plaintiff(s),

v.

UNKNOWN HEIRS AND/OR SUCCESSORS IN INTEREST TO ADDIE COSTIN SIMMERS, owner et. al.

Defendant(s).

FILED
2019 APR 30 P 12:48
PENDER CO., C.S.C.
BY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
COURT FILE #: 18-CVS-428

FINAL REPORT

The undersigned Commissioner shows the Court that he has delivered the deed as ordered and received the sums and made the disbursements as follows:

Item	Incoming	Outgoing	POC
Purchaser	$6,029.59		
Pender County - Costs (court filings)			$220.00
Pender County - Costs (Legal Ads)			$827.40
Pender County ROD (revenue stamps)		$13.00	
Pender County - (ROD) Deed Recording Fees		$26.00	
Pender County - Taxes			$1,082.07
Lawrence Boehling - GAL		$600.00	
Lawrence Boehling - US Military		$600.00	
Sherman & Rodgers - Legal Costs		$279.00	
Sherman & Rodgers - Legal Fees		$2,095.00	
Sherman & Rodgers - Commissioner's Fees		$287.12	
TOTALS		**$3,900.12**	**$2,129.47**

Distribution Statement

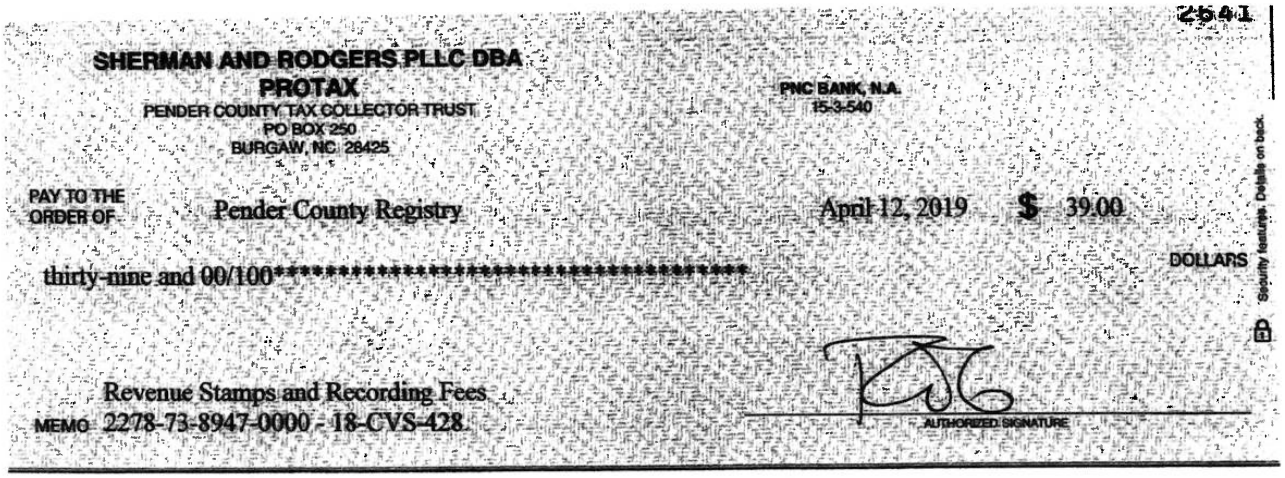
Pender County Registry	$39.00
Lawrence Boehling	$1,200.00
Sherman and Rodgers, PLLC	$2,661.12
TOTALS	**$3,900.12**

Upon the approval of this Final Report, Richard T. Rodgers, Jr. is hereby discharged as Commissioner, relieved of all liabilities of whatever nature, and relieved of the responsibility of any future duties which would obligate Richard T. Rodgers, Jr. to take any action as Commissioner in this matter.

Richard T. Rodgers, Jr, Commissioner

Assistant/Clerk of Superior Court

Date of Audit and Approval



SHERMAN AND RODGERS PLLC DBA PROTAX • PENDER COUNTY TAX COLLECTOR TRUST 2641

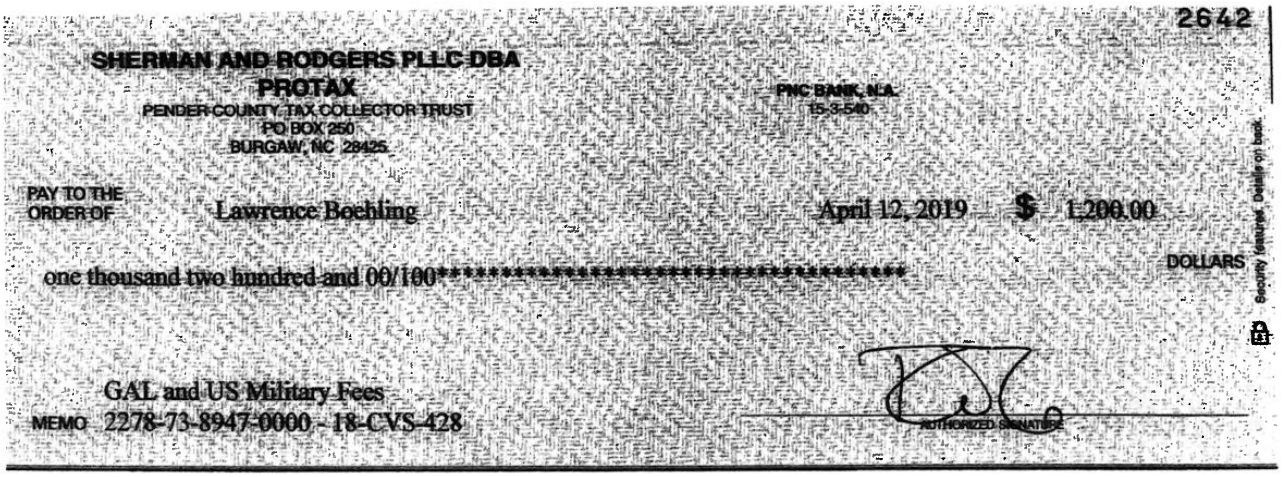
SHERMAN AND RODGERS PLLC DBA PROTAX • PENDER COUNTY TAX COLLECTOR TRUST 2641

April 12, 2019

Pender County Registry

39.00

Revenue Stamps and Recording Fees
2278-73-8947-0000 - 18-CVS-428



2642

SHERMAN AND RODGERS PLLC DBA
PROTAX
PENDER COUNTY TAX COLLECTOR TRUST
PO BOX 250
BURGAW, NC 28425

PNC BANK, N.A.
15-3-540

PAY TO THE ORDER OF Lawrence Boehling

April 12, 2019 $ 1,200.00

one thousand two hundred and 00/100********** DOLLARS

Security features. Details on back.

GAL and US Military Fees
MEMO 2278-73-8947-0000 - 18-CVS-428

AUTHORIZED SIGNATURE

⑈002642⑈ ⑆054000030⑆ 533697??66⑈

SHERMAN AND RODGERS PLLC DBA PROTAX • PENDER COUNTY TAX COLLECTOR TRUST

2642

SHERMAN AND RODGERS PLLC DBA PROTAX • PENDER COUNTY TAX COLLECTOR TRUST

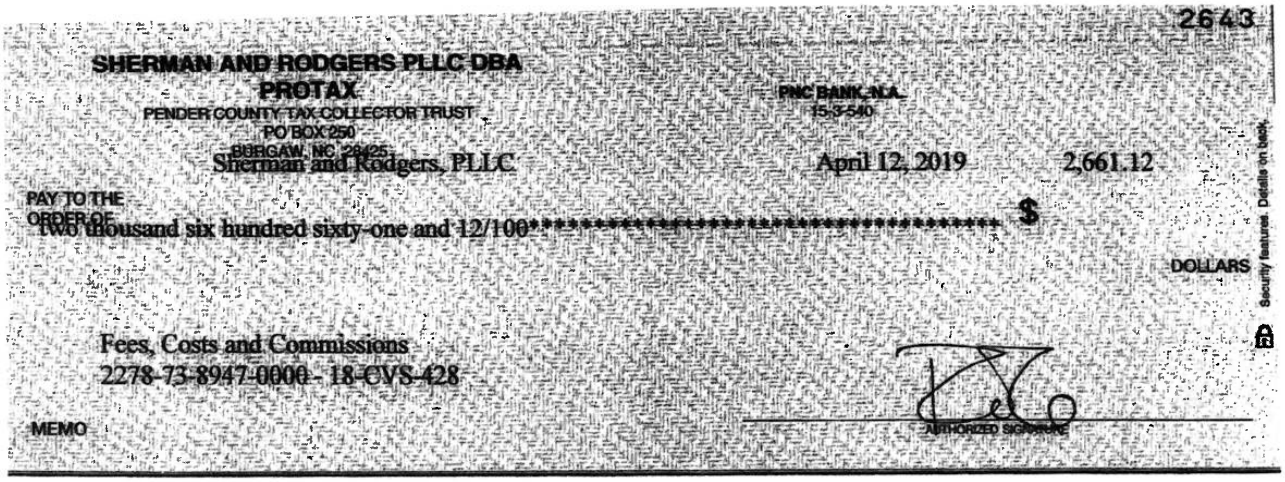
2642

April 12, 2019

Lawrence Boehling

1,200.00

GAL and US Military Fees
2278-73-8947-0000 - 18-CVS-428



⑈002643⑈ ⑆054000030⑆ 533697776⑈

SHERMAN AND RODGERS PLLC DBA PROTAX • PENDER COUNTY TAX COLLECTOR TRUST

2643

SHERMAN AND RODGERS PLLC DBA PROTAX • PENDER COUNTY TAX COLLECTOR TRUST

2643

April 12, 2019

Sherman and Rodgers, PLLC

2,661.12

Fees, Costs and Commissions
2278-73-8947-0000 - 18-CVS-428

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

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 11, 2022
SUBJECT:	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 414 N Sunset St, Atkinson

SUMMARY:
Please consider attached documentation of bid for surplus property located at 414 N Sunset Street in Atkinson.

It is recommended 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 to begin as of July 11, 2022. The attached letter indicates the details of the bid and upset bid process for this property. The tax value for this property is listed at $23,571.

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

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

6/21/2022

Dear County Manager,

For your consideration is an upset bid process for parcel number 2248-75-5295-0000 located at 414 N Sunset St in Atkinson that we acquired on 12/19/2019 thru tax foreclosure proceedings. The parcel consists of a home that is unlivable on a wooded lot on 1.06 of an acre. The estimated tax value of the parcel is $23,571.00 in GIS. Mrs. Regina Walker has placed a bid offer of $24,500.

Published notice of the summary of this resolution will be by electronic advertisement on the County's website located under Bid & RFP's and through the local paper. The electronic published notice and local paper is pursuant to G.S. Chapter 160A-269.

Sincerely,

Andy Devane

Asset Manager

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

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

Resolution

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

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property at 414 N Sunset St as a surplus asset that will be sold as is thru the upset bid process after board approval.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's."

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property through the seal bid process. The summary of this resolution is pursuant to G.S. Chapter 160A-269.

Adopted at a _____ meeting on

_____ 2022

_____

Pender County Authorized Representative

ATTEST:

_____

County Clerk

JR

STATE OF NORTH CAROLINA

COUNTY OF PENDER

PENDER COUNTY Town of Atkinson

Plaintiff(s),

v.

SARAH A MARSHALL, owner et. al.

Defendant(s).

FILED

2018 DEC 13 P 12:18

C.S.C.

BY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
COURT FILE #: 18-CVS-918

FINAL REPORT

The undersigned Commissioner shows the Court that he has delivered the deed as ordered and received the sums and made the disbursements as follows:

Item	Incoming	Outgoing	POC
Purchaser	$24,136.79		
Pender County - Costs (court filings)			$220.00
Pender County - Costs (service)			$525.00
Pender County - Costs (Legal Ads)			$1,255.78
Pender County ROD (revenue stamps)		$49.00	
Pender County - (ROD) Deed Filing Fees		$26.00	
Pender County - Taxes			$4,418.64
Lawrence Boehling - GAL		$2,400.00	
Lawrence Boehling - US Military		$2,400.00	
Sherman & Rodgers - Legal Costs		$6,183.00	
Sherman & Rodgers - Legal Fees		$5,510.00	
Sherman & Rodgers - Commissioner's Fees		$1,149.37	
TOTALS		**$17,717.37**	**$6,419.42**

Distribution Statement

Check to Pender Registry	$75.00
Lawrence Boehling (GAL & US Military)	$4,800.00
Check to Sherman & Rodgers	$12,842.37

Upon the approval of this Final Report, Richard T. Rodgers, Jr. is hereby discharged as Commissioner, relieved of all liabilities of whatever nature, and relieved of the responsibility of any future duties which would obligate Richard T. Rodgers, Jr. to take any action as Commissioner in this matter.

Richard T. Rodgers, Jr, Commissioner

Assistant/Clerk of Superior Court

12-13-18

Date of Audit and Approval

SHERMAN AND RODGERS PLLC DBA
PROTAX
PENDER COUNTY TAX COLLECTOR TRUST
PO BOX 250
BURGAW, NC 28425

PNC BANK, N.A.
15-3/540

PAY TO THE ORDER OF Lawrence Boehling — December 11, 2019 — $ 4,800.00

four thousand eight hundred and 00/100********** DC

MEMO GAL Fees
2248-75-2281-0000, 2248-75-3059-0000, 2248-75-5295-0000 - 18-CVS-918

AUTHORIZED SIGNATURE

⑈003548⑈ ⑆054000030⑆ 533697776⑈

SHERMAN AND RODGERS PLLC DBA
PROTAX
PENDER COUNTY TAX COLLECTOR TRUST
PO BOX 250
BURGAW, NC 28425

PNC BANK, N.A.
15-3/540

PAY TO THE ORDER OF Pender County Registry — December 11, 2019 — $ 75.00

seventy-five and 00/100********** DC

MEMO Revenue Stamps and Recording Fees
2248-75-2281-0000, 2248-75-3059-0000, 2248-75-5295-0000 - 18-CVS-918

AUTHORIZED SIGNATURE

⑈003547⑈ ⑆054000030⑆ 533697776⑈

3

SHERMAN AND RODGERS PLLC DBA
PROTAX
PENDER COUNTY TAX COLLECTOR TRUST
PO BOX 250
BURGAW, NC 28425

PNC BANK, N.A.
15-3/540

PAY TO THE ORDER OF Sherman and Rodgers, PLLC — December 11, 2019 — 12,842.37

twelve thousand eight hundred forty-two and 37/100********** $**

DOLL

MEMO Legal Fees and Costs
2248-75-2281-0000, 2248-75-3059-0000, 2248-75-5295-0000 - 18-CVS-918

AUTHORIZED SIGNATURE

⑈003549⑈ ⑆054000030⑆ 533697776⑈

SHERMAN AND RODGERS PLLC DBA PROTAX • PENDER COUNTY TAX COLLECTOR TRUST

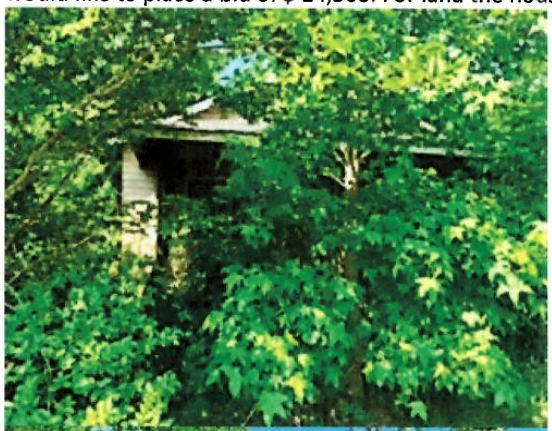
3

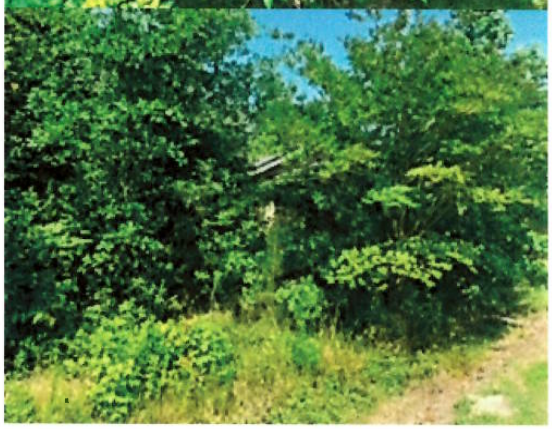
Andy Devane

From: Ragina Walker <jamis27@yahoo.com>
Sent: Friday, May 20, 2022 1:58 PM
To: Andy Devane
Subject: [External]2248-75-5295-0000

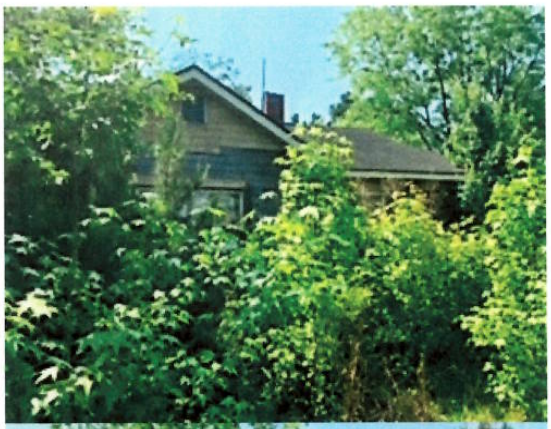
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I'm interested in tho property But the house value needs adjusting. House is severely damaged,& land is grown up. I would like to place a bid of $ 24,500. For land the house is no good.













Sent from my iPhone

Surplus Property Review Form

Collections

Preparer

Date 6/16/2022

PID	Collections Costs	Unpaid Amount Due	Notes
2248-75-5295-0000			

Sales

Preparer Eric Davis

Date 6/16/2022

PID	Description	AC	Sale Date	Sale Amount	Notes
2248-83-8289-0000	107 S Alderman St	0.35	1/14/2021	$ 18,900	See Attached
2257-85-0241-0000	135 Robert E Lee	4.26	9/17/2020	$ 35,000	See Attached

Parcel(s)

				Est. Market Range		
PID	Description	AC	Current Tax Value	High	Low	Notes
2248-75-5295-0000	LTS 2A,2B,4A,4B PB 5/2	1.06	$23,571	$24,000	$19,000	Indicated by sales in similar condition

Appraisers Notes

Sales 1 is in unlivable condition as subject. Sale 2 is in very poor condition requiring major repairs. See Attached

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

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 11, 2022
SUBJECT:	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 148 Peterson Hill Ave, Burgaw

SUMMARY:
Please consider attached documentation of bid for surplus property located at 148 Peterson Hill Ave, in the Burgaw area.

It is recommended 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 to begin as of July 11, 2022. The attached letter indicates the details of the bid and upset bid process for this property. The tax value for this property is listed at $13,900.

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

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

6/21/2022

Dear County Manager,

For your consideration is an upset bid process for parcel number 3229-58-2734-0000 located at 148 Peterson Hill Ave that we acquired on 04/27/2020 thru tax foreclosure proceedings. The parcel consists of a home that is unlivable on a wooded lot on 0.77 of an acre. The estimated tax value of the parcel is $13,900.00 in GIS. Mrs. Elosie Fennel has placed a bid offer of 13,950.00.

Published notice of the summary of this resolution will be by electronic advertisement on the County's website located under Bid & RFP's and through the local paper. The electronic published notice and local paper is pursuant to G.S. Chapter 160A-269.

Sincerely,

Andy Devane

Asset Manager

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

PENDER COUNTY NC

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 at 148 Peterson Hill Ave as a surplus asset that will be sold as is thru the upset bid process after board approval.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's."

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property through the seal bid process. The summary of this resolution is pursuant to G.S. Chapter 160A-269.

Adopted at a _____ meeting on

_____ 2022

_____

Pender County Authorized Representative

ATTEST:

_____

County Clerk

Andy Devane

From: Jotform <noreply@jotform.com>
Sent: Monday, June 27, 2022 10:14 AM
To: Andy Devane
Subject: [External]Surplus Property Bid

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

Jotform

Hi,

Surplus Property Bid form submission data is below:

Submission Date

Jun 24, 2022

Name

Elosie Fennel

Phone Number

(910) 540-3487

E-mail

elosiefennel@ymail.com

Parcel ID Number

3229-58-2743-0000

Address

po 1125 burgaw nc 28425

Potential Bid Information:

i would like to place a bid in the amount $13,950.00 on parcel 3229-58-2743-0000.



PIN: 3229-58-2743-0000
Owner: PENDER COUNTY
PO BOX 4
BURGAW, NC 28425
Deed Ref: 4710/776

Property Address: 148 PETERSON HILL AVE
Description: LOT 2E PB 6/19 S/S RT 1507

Sale Price: $5,000
Sale Date: LAST_SALE_DATE
Plat: 00060019
Account No: 1006234
Township: BURGAW
Subdivision:
Tax Codes: G01 F21 R40

Acres: 0.89
Land Value: $13,900
Building Value: $10,800
Total value: $24,700
Deferred Value: $0
Exempt Amount: 24700
PCL Class: E
Heated Sq Feet:

Pender County

1:1,554

0 0.01 0.02 0.04 mi
0 0.0175 0.035 0.07 km

1 inch = 130 feet

04/27/2020

N W E S

Pender County
Proposed School Bond Order
Introduction & Resolution Setting Public Hearing & Authorization

TO:	Board of County Commissioners
FROM:	Bob Jessup
DATE:	July 11, 2022
SUBJECT:	Proposed School Bond Order Introduction & Resolution Setting Public Hearing & Authorization

SUMMARY:
This item is to introduce 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 set public hearings.

ACTION REQUESTED:
Proposed School Bond Order Introduction & Resolution Setting Public Hearing & Authorization

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.

NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

STATE TREASURER OF NORTH CAROLINA
DALE R. FOLWELL, CPA

STATE AND LOCAL GOVERNMENT FINANCE DIVISION
AND THE LOCAL GOVERNMENT COMMISSION

SHARON EDMUNDSON
DEPUTY TREASURER

June 30, 2022

Chair of the County Commissioners
County of Pender
c/o Margaret C. Blue
Finance Officer
805 S. Walker St.
P.O. Box 1578
Burgaw, NC. 28425

Re: County of Pender – General Obligation Bonds
$178,000,000 G.O. School Bonds

Dear Chairman:

In accordance with G.S. 159-51, the application requesting approval of the Local Government Commission for the issuance of bonds as described above is recorded in this office as having been filed on June 30, 2022 and accepted for submission to the Commission. We also acknowledge receipt of your Statement of Total Estimated Interest.

We are pleased to have had this opportunity to serve you.

Sincerely,

Sharon Edmundson, Secretary
Local Government Commission

SGE/ac
cc: Trey Thurman
County Attorney
Bob Jessup
Sanford Holshouser LLP
Ted Cole, Senior Vice President
Davenport & Company LLC

3200 Atlantic Avenue • Raleigh, North Carolina 27604
Courier #56-20-45 • Telephone: (919) 814-4300 • Fax: (919) 855-5812 • www.NCTreasurer.com

Pender County
Adoption of updated Uniform Guidance Procurement Policies

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 11, 2022
SUBJECT:	Adoption of updated Uniform Guidance Procurement Policies

SUMMARY:
Pender County adopted Uniform Guidance Procurement Policies several years ago in order to comply with new Federal and State regulations at the time. The policy is sufficient for enforcing compliance, but these proposed updates allow for a more applicable and efficient way of doing business, while maintaining the integrity of the process and compliance with Federal and State regulations.

The major change proposed in this update is to allow for the option to pre-qualify vendors for certain projects when expressly indicated and factors such as magnitude and expertise of the project calls for vendor pre-qualification. This would only be allowed on a case-by case basis, as indicated in advance of Requests For Proposals or Statements Of Qualifications.

Other updates include minor changes to more closely align our local policies with Federal and State guidelines to streamline the procurement process. In the attached draft, language to be removed is indicated with a strikethrough font and language to be added or changed is indicated in red font.

ACTION REQUESTED:
Adoption of updated Uniform Guidance Procurement Policies

	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:	# of Pages: 13

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, ~~the Purchasing Department and/or the Requesting Department~~ Pender County should check with the federal surplus property agency prior to buying new items when feasible and less expensive.

C. Compliance with ~~Federal~~ 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 ~~federal~~ respective funds. ~~Should Pender County have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.~~ The most restrictive applicable policy provisions will be applied based on funding source.

All bid solicitations must ~~acknowledge~~ 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.

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 ~~or unnecessary~~ bonding, brand name specification, or other ~~unnecessary~~ 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 envoked, 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 ~~only~~ 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 ~~Fixed~~ 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 ~~federally debarred bidder's list~~ Federal or State listing of suspended or debarred vendors.

S. Contractor Oversight. The Requesting Department ~~receiving the federal funding~~ 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 ~~by the Purchasing Department and/or the Requesting Department~~ 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, ~~copies of notices to unsuccessful bidders or offerors~~, 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 ~~Approval~~ and Modification. The administrative procedures contained in this Policy ~~are administrative~~ have been formally adopted by the Governing Board of Pender County and may be ~~changed~~ 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.

~~**General Procurement Standards and Procedures:**~~ **(COMBINED WITH OTHER SECTIONS)**

~~**Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such r equirements.~~

~~**Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.~~

~~**Contract Requirements.** The Requesting Department must prepare a written contract incorporating the provisions referenced in Section II.C of this Policy.~~

III. Exceptions

Non-competitive contracts are allowed ***only*** under the following conditions ~~and with the written approval of the Federal or State agency that awarded the funds~~:

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 ~~state~~ 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.

~~**Inadequate Competition.** A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.~~

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. ~~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.~~
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.
4. ~~Cost or price analysis is not required prior to soliciting bids.~~
5. ~~Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).~~
6. ~~Award the contract to the lowest responsive, responsible bidder.~~

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. ~~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.~~
2. **Cost Analysis** (Section II, Part F) is required prior to soliciting bids.
3. **Complete and Clear Specifications** (Section II Part G) ~~or purchase description~~ must be made available to all bidders.
4. **Formal/Sealed Bid Advertising & Opening** (Section II, Part L) procedures must be followed. ~~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."~~
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. ~~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.~~
6. Contracts greater than $30,000 require Governing Board approval. ~~Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing Board approval is required for purchase contracts unless the Governing Board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for "sound documented reasons."~~

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 ~~proposals from~~ an "adequate number" of qualified ~~firms~~ 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. ~~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.~~
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 ~~selecting~~ awarding the winning ~~firm~~ bid.
6. Contracts greater than $30,000 require Governing Board approval. ~~Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing Board approval is not required.~~
7. ~~Award the contract on a fixed-price or cost-reimbursement basis.~~

~~**E. Construction and repair 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, contracts 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.~~

~~**F. Construction and repair contracts costing $5,000 up to $250,000** 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).~~
2. ~~**M/WBE Participation** efforts apply. 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.~~

3. ~~Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.~~
4. ~~Award the contract on a fixed price or not to exceed basis.~~
5. ~~Award the contract to the lowest responsive, responsible bidder. Governing Board approval is not required.~~

~~**G. Construction and repair contracts costing $250,000 up to $500,000** shall be procured using the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) as follows:~~

1. ~~Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).~~
2. ~~Complete specifications must be made available to all bidders.~~
3. ~~Publically advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.~~
4. ~~Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.~~
5. ~~Open the 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.~~
6. ~~A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.~~
7. ~~Award the contract on a firm fixed price basis.~~
8. ~~Award the contract to the lowest responsive, responsible bidder. Governing Board approval is not required. Any and all bids may be rejected only for "sound documented reasons."~~

H. Construction or repair contracts involving a building <u>costing $300,000 and above</u> 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).

I. Construction and repair contracts <u>costing $500,000 and above</u> 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. **Cost Analysis** (Section II, Part F) is required prior to soliciting bids.

2. **Complete and Clear Specifications** (Section II Part G) ~~or purchase description~~ must be made available to all bidders.
3. **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. ~~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."~~
4. **M/WBE Participation** efforts apply. ~~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.~~

~~Open the 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 and in paper form. A minimum of 3 bids must be received in order to open all bids.~~

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. Award the contract on a firm fixed-price basis.~~

~~7. Award the contract to the lowest responsive, responsible bidder. Governing Board approval is required and cannot be delegated. The Governing Board may reject and all bids only for "sound documented reasons."~~

J. 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. ~~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.~~
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. ~~Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.~~
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.

~~**K. Contracts for Architectural and Engineering Services costing $250,000 or more** shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)(5)) as follows:~~

~~1. Publically advertise 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. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.~~
~~3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ. Evaluate qualifications of respondents to rank respondents and select the most qualified firm.~~
~~4. Proposals must be solicited from an "adequate number of qualified sources".~~
~~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. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.~~

~~8. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.~~

~~11. 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.~~

V. Conflicts of Interest and Gifts [NOTE: THIS POLICY EXISTED AS IS, JUST COMBINED HERE]

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.

~~**Please also refer to the County's Contracting Policies and Procedures.**~~

	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:	# 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.

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 <u>costing $300,000 and above</u> 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 <u>costing $500,000 and above</u> 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 <u>using the Qualifications Based Selection Process</u> 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.

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 11, 2022
SUBJECT:	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.

SUMMARY:
The Pender County Sheriff's Office deputies use tasers while on duty. Most of the tasers are in need of replacement due to everyday wear and tear or expiration. This lease will take the funds that we currently have and align those with the first year cost (~10% Total Contract Value -TCV) of the Axon program. The lease will then spread the difference of the first year across years 2-5 into 4 equal annual payments, giving a flat operating cost for budgeting. Should any budget in the out years not be approved and appropriated, the Axon Contract includes a non-appropriations clause which would release the County from the contract. Having deployed this solution to 1,000's of agencies across the nation, they have never seen a governing body pull our technology off of the officers and vehicles. This solution will also future-proof Pender County as you would not incur a capitol expense for BWC hardware again since you would be receiving new body-cams every 30 months and 60 months.
TASER 7 Hardware Purchase Plan - $480 per year, per CEW: This breaks down the cost of the weapon, holster, rechargeable battery, charging dock, and CEW Evidence.com software access into 5 annual payments. The CEWs, rechargeable batteries, and charging dock are covered on a 5-year No-Questions-Asked Warranty. If a warrantied product breaks for any reason in the five years, we fix it or send you a new one.

TASER 7 Certification Add-On Plan - $240 per year, per Officer/Deputy: Supplies the agency with 8 training cartridges per year, per officer and *unlimited* field-use cartridge replacements over the 5 years. This allows you to budget your Taser training/consumables with 100% certainty. Also, the "al la carte" price of (8) Taser7 training cartridges in 2019 is $304.00 ($38 per cartridge). The Certification Plan will therefore save Pender County $3840 each year ($19,200 total) in training cartridge

expenses, and from there Pender County will not need to pay for replacement duty-use cartridges.

In addition to the savings, Pender County also receives:

1. Free inert simulation cartridges
2. 1 Free H.A.L.T Simulation Suit ($750 value)
3. Free Access to our Virtual Reality Use-of-Force Training Content.
4. Spare Rechargeable Batteries
5. 1 Free Instructor Course Attendance per year ($495 value per class)

1 Free Master Instructor Course Attendance per year ($1495 value per class)

Staff truly believe that this is the best platform for Pender County to move forward with and get the Deputies the technology they need.

These funds will come out of account 510-404500.
These funds were budgeted for in Fiscal Year 22-23.

ACTION REQUESTED:
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.

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

Q-210209-43587.903KW
Issued: 05/02/2019
Quote Expiration: 06/15/2019
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
BURGAW, NC 28425
US

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

SALES REPRESENTATIVE
Kevin Watson
Phone: 480-463-2203
Email: kwatson@axon.com
Fax: 4804632203

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

Year 1 - T7 Basic

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
20141	TASER 7 EVIDENCE.COM LICENSE	1	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	60	0.00	0.00	0.00
Hardware					
20008	TASER 7 HANDLE, HIGH VISIBILITY, CLASS 3R	60	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	60	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	1	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	72	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	72	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	58	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	2	0.00	0.00	0.00
74200	DOCK AND CORE, TASER 7	1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	0.00	0.00	0.00
Other					
20143	TASER 7 BASIC PLUS HANDLE PLAN	60	0.00	0.00	0.00
20082	TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 1 PAYMENT	60	480.00	31.67	1,900.20

Year 1 - T7 Basic (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services					
85147	CEW STARTER	1	2,750.00	2,749.80	2,749.80
				Subtotal	4,650.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	4,650.00

Certification Add-on

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	60	0.00	0.00	0.00
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	120	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	120	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	120	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	120	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	120	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	120	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	20	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	20	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	25	38.00	38.00	950.00
Other					
20145	TASER 7 CERTIFICATION PLAN ADD-ON PLAN	60	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	0.00	0.00	0.00
20147	AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00

Certification Add-on (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)					
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	60	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20094	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 1 PAYMENT	60	240.00	240.00	14,400.00
				Subtotal	15,350.00
				Estimated Tax	0.00
				Total	15,350.00

Year 1 - Trade in credit

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20156	TASER 7 TRADE-IN TASER 60 PREMIUM	20	0.00	0.00	0.00
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	40	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)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	120	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	120	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	120	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	120	0.00	0.00	0.00
Other					
20083	TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 2 PAYMENT	60	480.00	500.62	30,037.20
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00

Year 2 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)					
20095	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 2 PAYMENT	60	240.00	240.00	14,400.00
				Subtotal	44,437.20
				Estimated Tax	0.00
				Total	44,437.20

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	120	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	120	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	120	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	120	0.00	0.00	0.00
Other					
20084	TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 3 PAYMENT	60	480.00	500.62	30,037.20
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20096	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 3 PAYMENT	60	240.00	240.00	14,400.00
				Subtotal	44,437.20
				Estimated Tax	0.00
				Total	44,437.20

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	120	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	120	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	120	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	120	0.00	0.00	0.00

Year 4 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20085	TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 4 PAYMENT	60	480.00	500.62	30,037.20
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20097	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 4 PAYMENT	60	240.00	240.00	14,400.00
				Subtotal	44,437.20
				Estimated Tax	0.00
				Total	44,437.20

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	120	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	120	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	120	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	120	0.00	0.00	0.00
Other					
20086	TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 5 PAYMENT	60	480.00	500.62	30,037.20
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20098	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 5 PAYMENT	60	240.00	240.00	14,400.00
				Subtotal	44,437.20
				Estimated Tax	0.00
				Total	44,437.20

Grand Total	**197,748.80**

AXON

Discounts (USD)

Quote Expiration: 06/15/2019

List Amount	219,700.00
Discounts	21,951.20
Total	**197,748.80**

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1 - T7 Basic	4,650.00
Certification Add-on	15,350.00
Year 1 - Trade in credit	0.00
Year 2	44,437.20
Year 3	44,437.20
Year 4	44,437.20
Year 5	44,437.20
Grand Total	**197,748.80**

Notes

The parties agree that Axon is granting a credit of $136.00 (applied to Year 1 Payment) for trade-in of CEW hardware. This credit is based on a ship date range of 6/1/2019-6/15/2019, resulting in a 7/1/2019 contract start date. Any change in this ship date and resulting contract start date will result in modification of this credit value which may result in additional fees due to or from Axon.

Execution of this quote will terminate contracts associated with Q-78218 (executed contract #00008281) with Axon and will start a new 60 month contract.

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: George R. Brown **Date:** 6-17-2019

Name (Print): George R. Brown **Title:** Chairman

PO# (Or write N/A):

Please sign and email to Kevin Watson at kwatson@axon.com or fax to 4804632203

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-210209-43587.903KW

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Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Travis Henley
DATE:	July 11, 2022
SUBJECT:	Approval of Lease Agreement for Maintenance and Operation of Abbey Nature Preserve

SUMMARY:

Abbey Nature Preserve is an approximately 60-acre recreation area within the Scotts Hill community of Pender County and is part of a larger, approximately 242-acre tract that has recently been sold. The purchaser of the property has approached Pender County to ask for the County to take over the maintenance and operation of Abbey Nature Preserve in the short-term to ensure it remains open for the enjoyment of citizens and tourists alike, with long-term goals including the County taking formal ownership of the property and establishing it as a County park.

Attached is a lease agreement between the purchaser of the larger tract and Pender County, with an annual lease payment of $5 per year.

ACTION REQUESTED:

To review and approve lease agreement for maintenance and operation of Abbey Nature Preserve

ATTACHMENTS:

1. Lease Agreement
2. Exhibit A

LEASE AGREEMENT
Pender County, North Carolina

THIS LEASE AGREEMENT (this "Lease") is made this _____ day of _____, 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 Leases 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 _____ day of _____, 2022, and terminating on the date the Leases 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 ____ day of _____ 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 reminder 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: _____
Its: _____

STATE OF _____

COUNTY OF _____
(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: _____

Date: _____

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

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

My commission expires: _____

[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: _____
Name: _____
Its: _____

STATE OF _____

COUNTY OF _____
(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: _____

Date: _____

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

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

My commission expires: _____

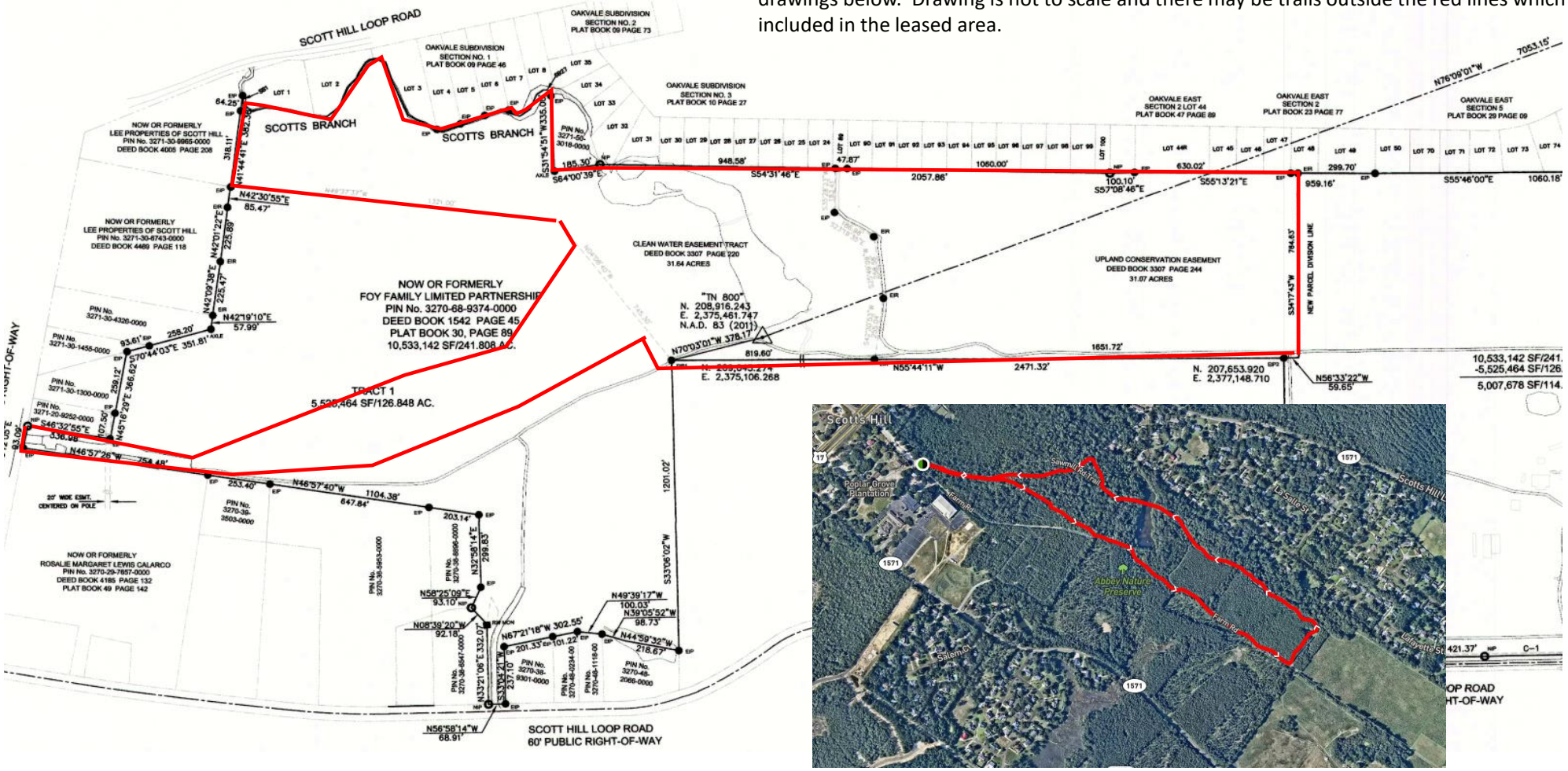
[AFFIX OFFICIAL SEAL]

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

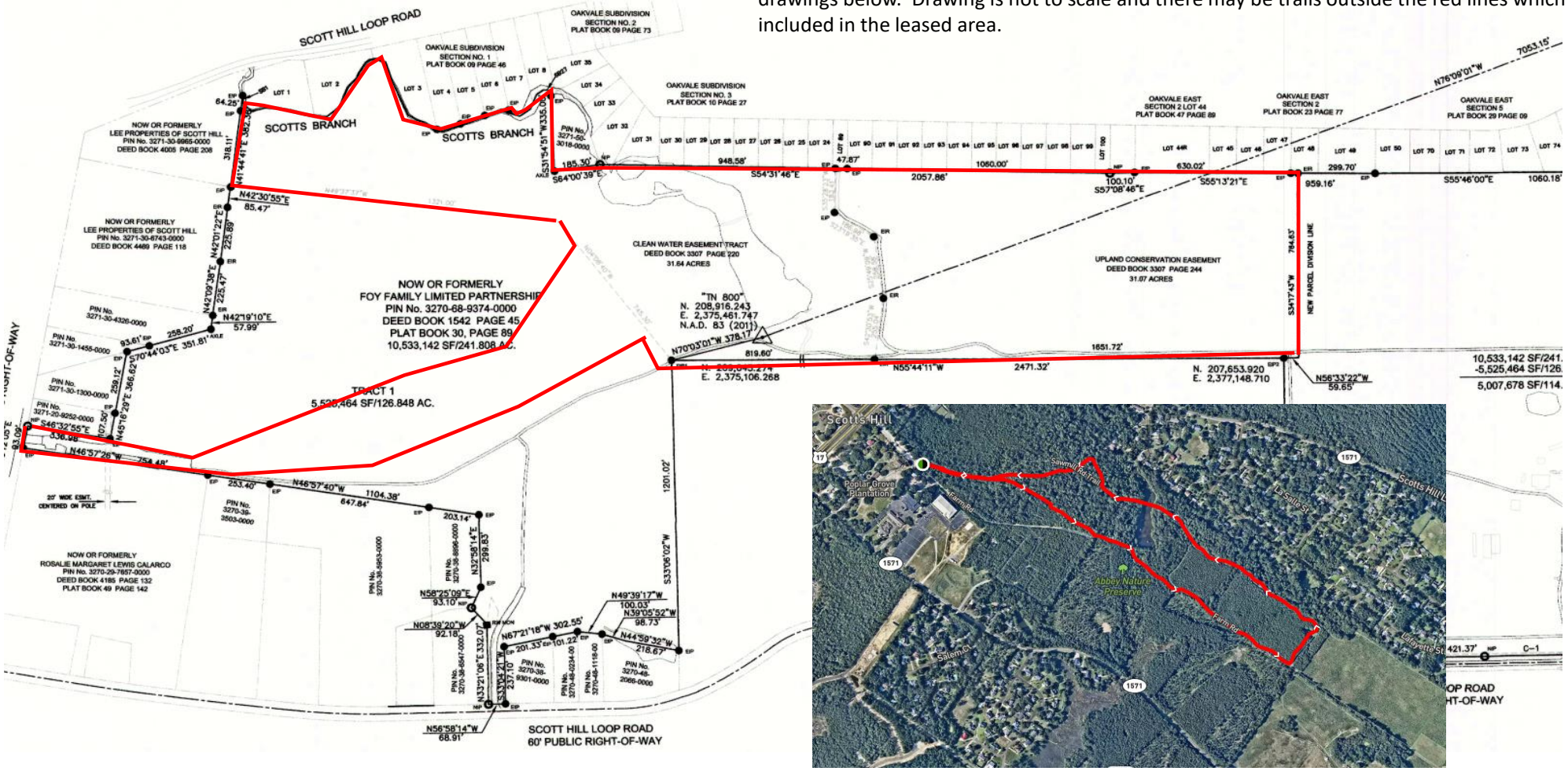
_____
Finance Officer

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 6/29/22 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.



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 6/29/22 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
Request for Board Action

TO:	Board of Rocky Point Topsail Water & Sewer District
FROM:	Kenneth Keel
DATE:	July 11, 2022
SUBJECT:	Approval of AT&T Easement at Hampstead Tank Site and Payment to RPTWSD

SUMMARY:
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-of-way per NCDOT requirements. Therefore, AT&T is requesting an easement on this property which is owned by Rocky Point Topsail Water & Sewer District.

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.

ACTION REQUESTED:
Approve easement and payment offer from AT&T

ATTACHMENTS:
Easement document
Easement plat
Easement payment offer
Drawing of tank and well site with proposed easement

AFTER RECORDING, RETURN TO:

AT&T Corp.
3450 Riverwood Parkway SE
Room 162
Atlanta, GA 30339

ROUTE: Raleigh-Wilmington
SURVEY STA.
MARKERS:

GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY AND EASEMENT

For and in consideration of the sum of Fourteen Thousand Five hundred Fifty Three Dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned (hereinafter called "Grantor") hereby grants to AT&T Corp., a New York corporation, its affiliated companies, and its and their successors, assignees, lessees, licensees and agents (hereinafter collectively called "Grantee") a permanent right-of-way and easement to install, construct, reconstruct, operate, maintain (to include aerial patrol), alter, replace, relocate, abandon and remove such communications systems as Grantee may from time to time require consisting of cables and wires, waveguides, surface testing terminals, conduits, manholes, markers, regeneration huts and other appurtenances upon, over, across and under a Fifteen (15) foot wide strip of land, being a portion of the land owned by Grantor described in Book 1996 Page 159 in the County of Pender, State of North Carolina. The locations and courses of said right-of-way and easement are more depicted Exhibit “A” and described on attached Exhibit “B” legal.

Grantor further conveys to Grantee the following incidental rights and powers:

(1) A temporary right-of-way and easement to be used during all periods of construction, reconstruction, repair and removal upon a strip of land 20 feet wide on the Northwesterly side of said permanent right-of-way and easement.

(2) Ingress and egress, including the use, improvement, repair and construction of private roads, upon and across the lands of Grantor to and from said temporary and permanent rights-of-way and easements for the purpose of exercising the aforesaid rights.

(3) To clear and keep clear all trees, roots, brush, vines, overhanging limbs and other obstructions from the surface and subsurface of said permanent right-of-way and easement and, during construction periods only, the surface and subsurface of said temporary right-of-way and easement.

.

Grantor hereby covenants that no excavation, building, structure or other obstruction will be constructed, erected, built or permitted on said permanent right-of-way and easement and no change will be made by grading, paving, laying asphalt or otherwise to the surface or subsurface of said permanent right-of-way and easement and of the ground immediately adjacent to said permanent right-of-way and easement.

Grantor shall have the right to use and enjoy the land occupied by the said permanent and temporary rights-of-way and easements except when such use shall interfere with the rights herein granted Grantee. Grantor shall not have the right to change the locations or dimensions of said permanent and temporary rights-of-way and easements without Grantee’s prior written consent.

Grantee shall be responsible to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems and shall restore the lands of Grantor to a condition as good as existed prior to Grantee's work, reasonable wear and tear and damage by the elements excepted.

Grantor covenants that Grantor is the fee simple owner of said land and will warrant and defend title to the premises against all claims.

NOTWITHSTANDING ANY PROVISION OF THIS GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY AND EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

The covenants, rights, terms, conditions, and provisions herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this instrument this ____ day of _____, 2022.

WITNESSED BY: GRANTOR: Rocky Point / Topsail Water & Sewer District

By:_____
Printed Name: _David Piepmeyer_
_____ Title:_Board Chairman_
Tera Cline, Clerk

WITNESSED BY: AT&T CORP.

_____ By: _____
Printed Name: _____
Title: _____

Prepared By:

_____
RE Specialists 19250 Birmingham Hwy, Alpharetta, Ga. 30004

2

Corporate Acknowledgement

STATE OF GEORGIA
COUNTY OF _____:

On this ____ day of _____, 2022, before me, the subscriber, personally appeared _____ to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of _____, the corporation described in, and which executed the foregoing instrument, and that he/she signed his/her name thereto by order of the Board of Directors.

_____
Notary Public
Commission Expires_____

Corporate Acknowledgement

STATE OF North Carolina
COUNTY OF Pender

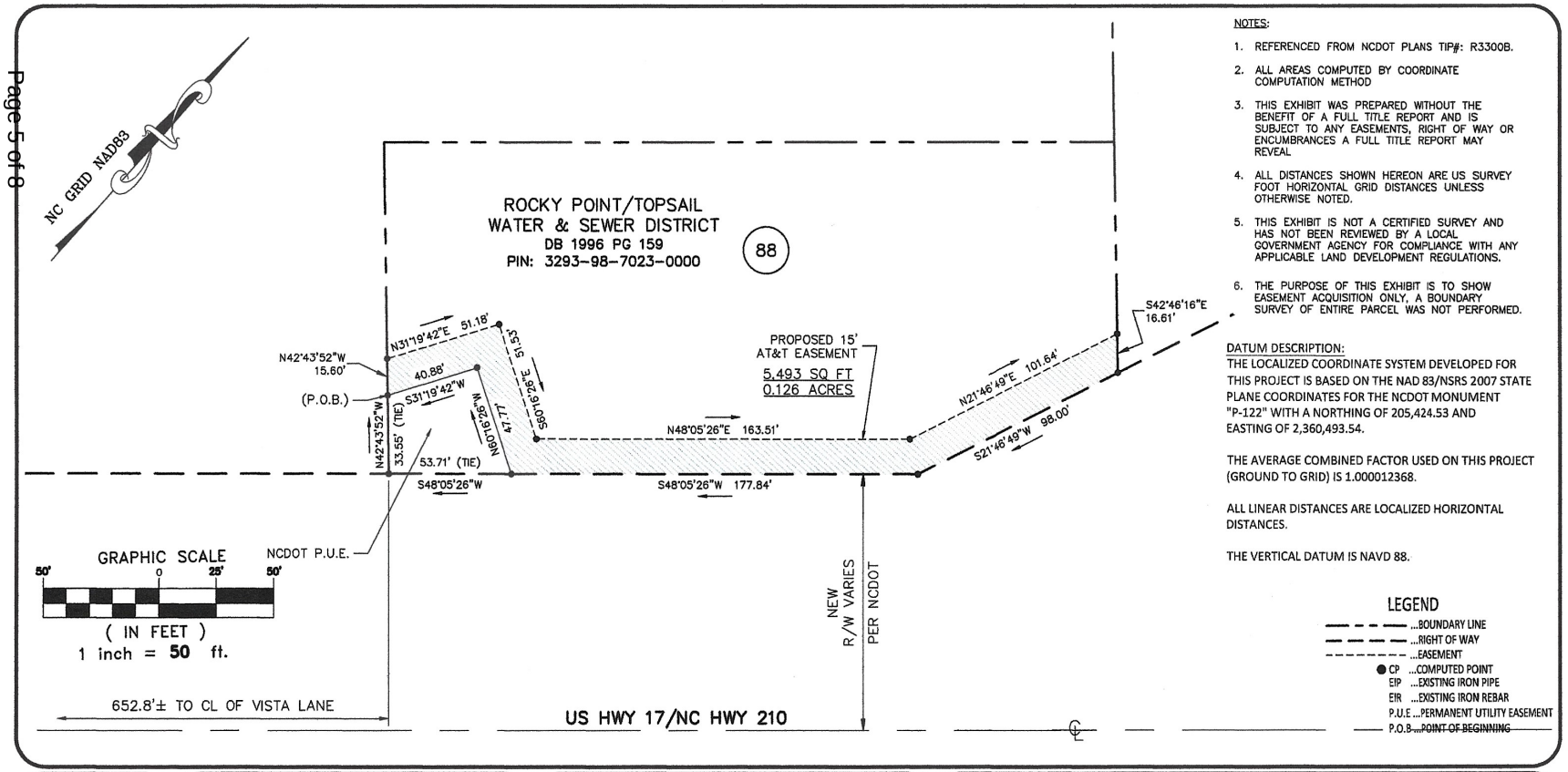
On this ____ day of _____, 2022 before me, the subscriber, personally appeared _David Piepmeyer_ to me known, who, being by me duly sworn did depose and say that he/she is the_Board Chairman_ of _Rocky Point Topsail Water & Sewer District_, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by order of the Board of Commissioners.

_____
Notary Public
Commission Expires_____

EXHIBIT A

LOCATION OF RIGHT-OF-WAY AND EASEMENT

3



NOTES:

1. REFERENCED FROM NCDOT PLANS TIP#: R3300B.
2. ALL AREAS COMPUTED BY COORDINATE COMPUTATION METHOD
3. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A FULL TITLE REPORT AND IS SUBJECT TO ANY EASEMENTS, RIGHT OF WAY OR ENCUMBRANCES A FULL TITLE REPORT MAY REVEAL
4. ALL DISTANCES SHOWN HEREON ARE US SURVEY FOOT HORIZONTAL GRID DISTANCES UNLESS OTHERWISE NOTED.
5. THIS EXHIBIT IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
6. THE PURPOSE OF THIS EXHIBIT IS TO SHOW EASEMENT ACQUISITION ONLY, A BOUNDARY SURVEY OF ENTIRE PARCEL WAS NOT PERFORMED.

DATUM DESCRIPTION:
THE LOCALIZED COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS BASED ON THE NAD 83/NSRS 2007 STATE PLANE COORDINATES FOR THE NCDOT MONUMENT "P-122" WITH A NORTHING OF 205,424.53 AND EASTING OF 2,360,493.54.

THE AVERAGE COMBINED FACTOR USED ON THIS PROJECT (GROUND TO GRID) IS 1.000012368.

ALL LINEAR DISTANCES ARE LOCALIZED HORIZONTAL DISTANCES.

THE VERTICAL DATUM IS NAVD 88.

LEGEND
- ...BOUNDARY LINE
- ...RIGHT OF WAY
- ...EASEMENT
- CP ...COMPUTED POINT
- EIP ...EXISTING IRON PIPE
- EIR ...EXISTING IRON REBAR
- P.U.E....PERMANENT UTILITY EASEMENT
- P.O.B....POINT OF BEGINNING

DATE	SCALE
05/16/2022	1" = 50'
DRAWN BY	CHECKED BY
D.E.T.	D.E.T.
"EXHIBIT A"	
SHEET	
2 of 8	

AT&T PROPOSED CABLE PLACEMENT EXHIBIT

TOPSAIL TOWNSHIP
PENDER COUNTY, NORTH CAROLINA

PROFESSIONAL LAND SURVEYING SERVICES BY:
ESP ASSOCIATES, INC
SUBSURFACE . HYDROGRAPHIC . MOBILE . GEOMATICS
211 Racine Drive, Suite 101
Wilmington, North Carolina 28403
(910) 444-3899 / www.espassociates.com / License # F-1407

PENDER COUNTY, NORTH CAROLINA

I, DONALD E. THOMAS, CERTIFY THAT THIS EXHIBIT WAS DRAWN UNDER MY DIRECT SUPERVISION; THE SUBJECT PARCEL IS REFERENCED IN THE PENDER COUNTY REGISTER OF DEEDS IN DEED BOOK 1996, PAGE 159; THAT THE ADJACENT BOUNDARIES ARE SHOWN AS BROKEN LINES FROM REFERENCED RECORD INFORMATION; THAT THIS EXHIBIT IS OF AN EXISTING PARCEL OF LAND AND DOES NOT MEET NCGS 47-30 STANDARDS AND IS NOT FOR RECORDATION, CONVEYANCE OR SALES.

N.C. PROFESSIONAL SURVEYOR L-4706

LEGAL DESCRIPTION:
AT&T PROPOSED CABLE EASEMENT PARCELS

PARCEL 88

COMMENCING FROM A POINT ON THE NORTHERN RIGHT-OF-WAY OF U.S. HIGHWAY 17/ N.C. HIGHWAY 210, PROCEED N 42° 43' 52" W FOR A DISTANCE OF 33.55 FEET TO A POINT BEING THE POINT OF BEGINNING (P.O.B.);
THENCE, N 42° 43' 52" W FOR A DISTANCE OF 15.60 FEET TO A POINT;
THENCE, N 31° 19' 42" E FOR A DISTANCE OF 51.18 FEET TO A POINT;
THENCE, S 60° 16' 26" E FOR A DISTANCE OF 51.53 FEET TO A POINT;
THENCE, N 48° 05' 26" E FOR A DISTANCE OF 163.51 FEET TO A POINT;
THENCE, N 21° 46' 49" E FOR A DISTANCE OF 101.64 FEET TO A POINT;
THENCE, S 42° 46' 16" E FOR A DISTANCE OF 16.61 FEET TO A POINT;
THENCE, S 21° 46' 49" W FOR A DISTANCE OF 98.00 FEET TO A POINT;
THENCE, S 48° 05' 26" W FOR A DISTANCE OF 177.84 FEET TO A POINT;
THENCE, N 60° 16' 26" W FOR A DISTANCE OF 47.77 FEET TO A POINT;
THENCE S 31° 19' 42" W A DISTANCE OF 40.88 FEET TO THE A POINT BEING THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5,493 SQUARE FEET, 0.126 ACRES, AND IS LOCATED IN TOWNSHIP OF TOPSAIL, COUNTY OF PENDER, STATE OF NORTH CAROLINA.

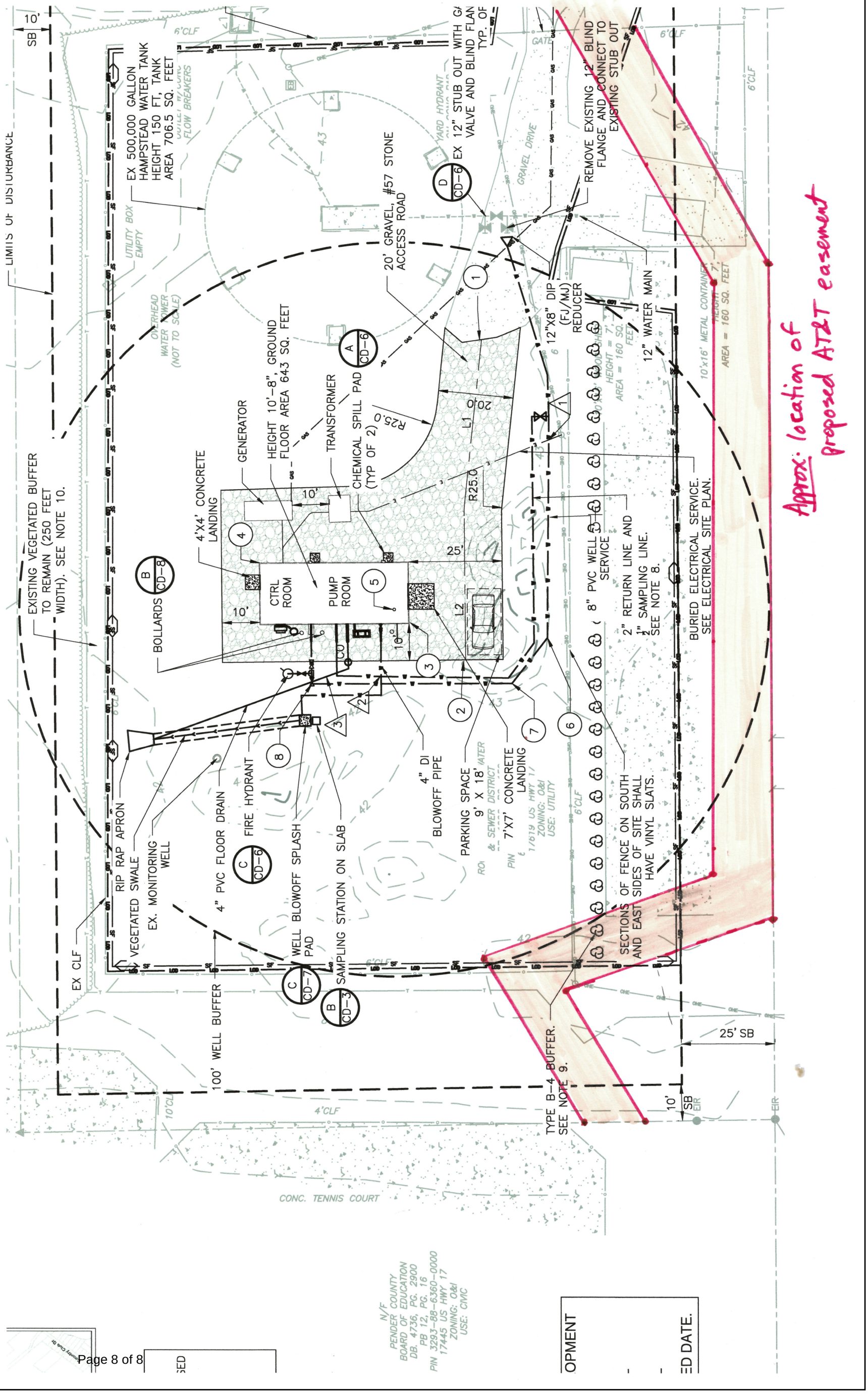
Rocky Point Topsail Water & Sewer District
Property of Deed Book 1996 Page 159
Tax ID# 3293-98-7023-0000

Easement payment based on 50% of FEE value at $231,000 per acre

5,493 sq. feet divided by 43,560 (sq. footage in one acre) = 0.126 (acreage) acquired, X $231,000 (per acre value) = $ 29,106 by 2 = $ 14,553 offer for EASEMENT..

Offer is $14,553

_____


LIMITS OF DISTURBANCE
10'
SB
6'CLF
EX 500,000 GALLON
HAMPSTEAD WATER TANK
HEIGHT 150 FT, TANK
AREA 706.5 SQ. FEET
UTILITY BOX
EMPTY
OVERHEAD
WATER POWER
(NOT TO SCALE)
43
20' GRAVEL, #57 STONE
ACCESS ROAD
D
CD-6
EX 12" STUB OUT WITH G
VALVE AND BLIND FLAN
TYP. OF
GRAVEL DRIVE
GATE
REMOVE EXISTING 12" BLIND
FLANGE AND CONNECT TO
EXISTING STUB OUT
6'CLF
12"X8" DIP
(FJ/MJ)
REDUCER
12" WATER MAIN
10'x16' METAL CONTAINER
HEIGHT = 7',
AREA = 160 SQ. FEET
EXISTING VEGETATED BUFFER
TO REMAIN (250 FEET
WIDTH). SEE NOTE 10.
BOLLARDS
B
CD-8
4'X4' CONCRETE
LANDING
GENERATOR
HEIGHT 10'-8", GR
FLOOR AREA 643 S
TRANSFORMER
CHEMICAL SPILL PAD
(TYP OF 2)
R25.0
L1
20.0
10'
CTRL
ROOM
PUMP
ROOM
25'
L2
16'
CO
R25.0
3
2
1
4
5
6
7
8
8" PVC WELL
SERVICE
2" RETURN LINE AND
1" SAMPLING LINE.
SEE NOTE 8.
BURIED ELECTRICAL SERVICE.
SEE ELECTRICAL SITE PLAN.
SECTIONS OF FENCE ON SOUTH
AND EAST SIDES OF SITE SHALL
HAVE VINYL SLATS.
EX CLF
RIP RAP APRON
VEGETATED SWALE
EX. MONITORING
WELL
4" PVC FLOOR DRAIN
C
CD-6
FIRE HYDRANT
WELL BLOWOFF SPLASH
PAD
C
CD-7
SAMPLING STATION ON SLAB
B
CD-3
4" DI
BLOWOFF PIPE
PARKING SPACE
9' X 18'
7'X7' CONCRETE
LANDING
100' WELL BUFFER
10'CLF
4'CLF
TYPE B-4 BUFFER.
SEE NOTE 9.
25' SB
10'
SB
EIR
EIR
CONC. TENNIS COURT
N/F
PENDER COUNTY
BOARD OF EDUCATION
DB. 4736, PG. 2900
PB 12, PG. 16
PIN 3293-88-6360-0000
17445 US HWY 17
ZONING: O&I
USE: CIVIC
Approx. location of
proposed AT&T easement

Pender County
Request for Board Action

TO:	Board of Scotts Hill Water & Sewer District
FROM:	Kenneth Keel
DATE:	July 11, 2022
SUBJECT:	Approve Resolution of Tentative Award of Contract for Construction of SHWSD Elevated Tank & Wells Project to The Harper Corporation

SUMMARY:
Pender County Utilities received bids for the Elevated Tank & Wells project on June 2nd with 2 bidders responding. We had previously held the bid on May 3rd but only had 1 bidder respond, so we were unable to open the bid. We re-bid the project and picked up a second bidder, and per State law were able to open bids on June 2nd. While both bids were higher than the most recent engineer's estimate, they were relatively close to each other, indicating that the bids represent a fair reflection of current market conditions. The low bid was $10,970,000.

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 have sufficient funds on-hand to fully fund this project.

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.

ACTION REQUESTED:
Approve Resolution of Tentative Award

ATTACHMENTS:
Resolution of Tentative Award
Bid recommendation from CDM Smith

RESOLUTION OF TENTATIVE AWARD BY THE BOARD OF SCOTTS HILL WATER AND SEWER DISTRICT

WHEREAS, the Scotts Hill Water & Sewer District of Pender County, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the Elevated Tank and Wells project, and

WHEREAS, _CDM Smith_ Consulting Engineers have reviewed the bids; and

WHEREAS, _Harper General Contractors_ was the lowest bidder for the _Elevated Tank & Wells project_, in the total bid amount of _$10,970,000_, and

WHEREAS, the Consulting Engineers recommend **TENTATIVE AWARD** to the lowest bidder.

NOW, THERE FORE, BE IT RESOLVED that TENTATIVE AWARD is made to the lowest bidder in the Total Bid Amount of _$10,970,000_.

Name of Contractor	**Amount**
1. _Harper General Contractors_	_$10,970,000_

BE IT FURTHER RESOLVED that such TENTATIVE AWARD be contingent upon the approval of the North Carolina Department of Environmental Quality – Division of Water Infrastructure and the Local Government Commission loan approval.

Upon motion of _____, seconded by_____, the above **RESOLUTION** was unanimously adopted.

This is 11th day of _July_, 2022.

Adopted this the 11th day of July 2022 at Pender County Public Assembly Room, Burgaw, North Carolina.

_____
David Piepmeyer
Chairman, Scott's Hill Water and Sewer District

Attest:

_____
Tera Cline
Clerk

CDM Smith
5400 Glenwood Avenue, Suite 400
Raleigh, North Carolina 27612
tel: 919 325-3500
fax: 919 781-5730

June 3, 2022

Mr. Kenneth P. Keel, P.E.
Director
Pender County Utilities & Solid Waste
605 East Fremont Street
Burgaw, North Carolina 28425

Subject: Scotts Hill Water and Sewer District
Elevated Tank and Wells Project
Engineer's Recommendation of Award

Dear Mr. Keel:

On June 2, 2022, two bids were received for the Scotts Hill Water and Sewer District Elevated Tank and Wells Project. CDM Smith has reviewed these bids and has prepared the enclosed certified bid tabulation for your reference. The Bidders are listed in the bid tabulation in numerical order based on the low bidder first.

The two bidders on the project are as follows:

Bidder	**Total Base Bid**
The Harper Corp. - GC: Greenville, SC	$10,970,000.00
A.C. Schultes of Carolina, Inc.: Rocky Point, NC	$11,241,602.00

Harper and A.C. Schultes both acknowledged the receipt of the three Addenda. Bid Bonds, Non-Collusion Affidavits, and M/WBE Forms were provided with each of the bids.

In addition to the base bid amount, Harper provided a price of $667,900 for the Bid Alternate involving modification of the elevated storage tank to a Composite style tank. CDM Smith does not recommend pursuing this bid alternate.

Based on the information above, CDM Smith recommends that Pender County Utilities awards a construction contract in the amount of $10,970,000.00 to The Harper Corp. for the referenced project.

WATER + ENVIRONMENT + TRANSPORTATION + ENERGY + FACILITIES

Along with this recommendation, CDM Smith is enclosing a copy of the Certified Bid Tabulation. Should you have any questions about this information, please do not hesitate to contact us.

Very truly yours,



William R. Mason, P.E.
CDM Smith

cc: J. Treadway, CDM Smith
G. Roy, CDM Smith

Pender County Utilities
Scotts Hill Water and Sewer District
Elevated Tank and Wells

Certified Bid Results - June 2, 2022

Item	Description	The Harper Corp.	A. C. Schultes
1	Elevated Tank and Wells	$10,870,000.00	$11,141,602.00
2	Allowance	$100,000.00	$100,000.00
Total	**Total Base Bid**	**$10,970,000.00**	**$11,241,602.00**
Bid Alternate			
1	Composite Style Tank	$667,900.00	$750,000.00

The bids tabulated herein were publicly opened and ready aloud at 10:00am on the 2nd day of June, 2022 at the Pender County Utilities offices in Burgaw, NC and all said bids were accompanied by either a certified check or bidder's bond.

I hereby certify that this bid tabulation was prepared by me or under my supervision.

William R. Mason, P.E.
CDM Smith Inc.



Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Chris Hatcher
DATE:	July 11, 2022
SUBJECT:	General Use Rezoning 2022-31

SUMMARY:
Benjamin Burgess, applicant, on behalf of B Squared LLC, owner, is requesting approval of a Zoning Map Amendment to rezone one tract totaling approximately 300 acres of land from the RP, Residential Performance zoning district to the RA, Rural Agriculture zoning district. The subject property is located on Ashton Road, approximately one mile west of the intersection of Ashton Road and US Highway 117 in the Rocky Point Township and may be further identified by Pender County PIN 3236-02-4982-0000.

ACTION REQUESTED:
To hold a public hearing and consider the rezoning request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Parcel Map
5. Table of Permitted Uses
6. Aerial Imagery

STAFF REPORT FOR REZONE 2022-31
ZONING MAP AMENDMENT APPLICATION

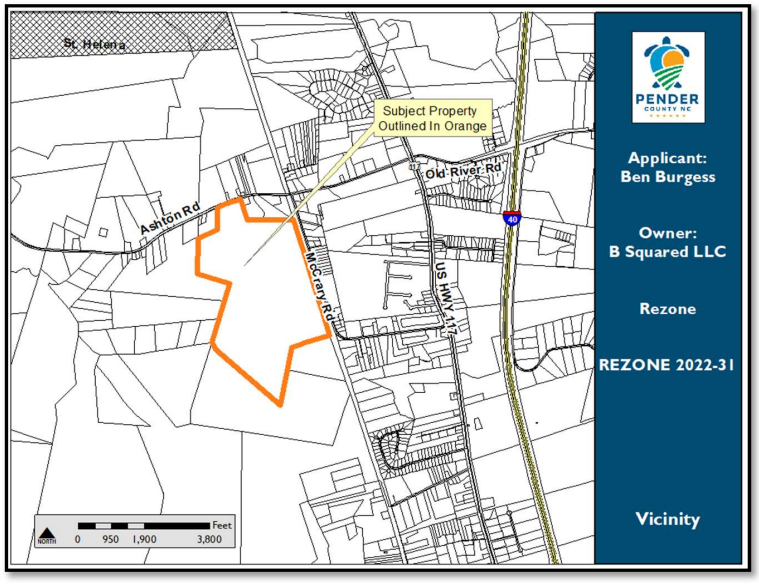
APPLICATION SUMMARY	
Case Number	REZONE 2022-31
Hearing Dates	June 7, 2022, Planning Board July 11, 2022, Board of Commissioners
Applicant	Ben Burgess
Property Owner(s)	B Squared LLC
Parcel Identification Number	3236-02-4982-0000
Acreage	303
Township	Rocky Point
Pender 2.0 Future Land Use Category	Rural Agriculture

REZONING PROPOSAL

Ben Burgess, applicant, on behalf of B Squared LLC, is 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.

LOCATION

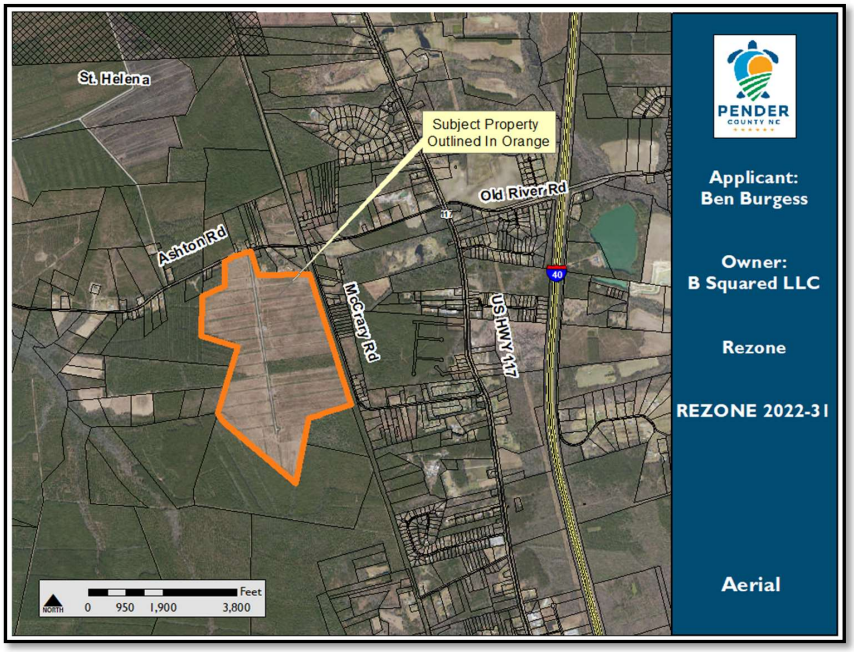
The subject property is located on the east side of Interstate 40, approximately 1,440 feet east of the intersection of Ashton Road and McCrary Road.



REZONING PROPOSAL

The applicant is proposing to rezone approximately 303 acres from the RP, Residential Performance zoning district to the RA, Rural Agriculture zoning district. The Rural Agricultural District is intended to accommodate non-residential agricultural uses and very low density residential development (minimum of 1 du/ac), as well as limited non-residential uses, in rural areas adjacent to agricultural operations. Development in this District should rely predominantly on individual wells and septic tank systems for domestic water supply and sewage disposal.

Because this is a general use rezoning, a conceptual plan is not included within the application. If approved, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the RA, Rural Agriculture zoning district. However, any future development of the site must comply with the standards of the RA, Rural Agriculture zoning district and is subject to review and approval by the Technical Review Committee (TRC) to ensure compliance with all applicable local, State, and Federal regulations.



Dimensional Requirements
As this is a general use rezoning, the standard setbacks in the RA, Rural Agriculture zoning district apply and are outlined in the table below. The dimensional standards are proposed to apply uniformly to all buildings and uses on the subject properties.

Minimum Setback (General Business)	
Front	30'
Side	15'
Rear	30'
Corner	15'
Max. Height	35'
Structure Separation	30'

The minimum lot size in this district is 1 acre, and the subject property is compliant with this standard.

Allowable Uses
Because this is a general use rezoning, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the RA, Rural Agriculture zoning district. The table below provides a general list of typical developments permitted in the GB, General Business zoning district. A comprehensive list of all uses from Section 5.2.3 of the UDO is included in Attachment 1.

	RA, Rural Agriculture
Residential Uses	≈ 7 uses by-right (Detached -Conventional, Attached: Duplex, Accessory Dwelling Unit, Manufactured home) ≈ 1 use w/ SUP (Cottage Occupation)
Commercial Uses	≈ 22 uses by-right (Educational Services, Horse Riding, Recreational, Coin Laundry and Drycleaners, Religious Organizations, Child Care Center ect.) ≈ 70 uses w/ SUP (Agritourism, Nonmetallic Mineral Mining & Quarry, Artisan Manufacturing, Wholesale Trade, Retail Trade, Accommodations and Food Services etc.)

TRANSPORTATION INFRASTRUCTURE

Access

The subject property has direct access to Ashton Road. NCDOT has classified Ashton Rd as a local road and expect the lower end of traffic for a coastal rural 2-lane highway.

Traffic

Traffic Impact Analyses (TIA) are not required for general use rezoning since a site-specific development plan is not required to be included in the application package. The UDO requires a Traffic Impact Analysis (TIA) to be completed when a development generates 100 trips in the morning or evening peak hours or over 1,000 trips per day. If approved and developed in the future, estimated trip generation data will be required during the review of any site-specific development plan to determine if a TIA is required.

NCDOT Average Annual Daily Traffic (AADT) – 2020.

Road	Location	Volume	Capacity	V/C
Ashton Road	11763 ASHTON RD	1100	7700	.14

OTHER INFRASTRUCTURE

Utilities

Public water is not available through Pender County Utilities (PCU) and according to available GIS data, the nearest PCU water main is along US HWY 17 approximately 5,100 ft from the property. The method of water and sewer service will be determined when a site-specific development plan is submitted for review.

Schools

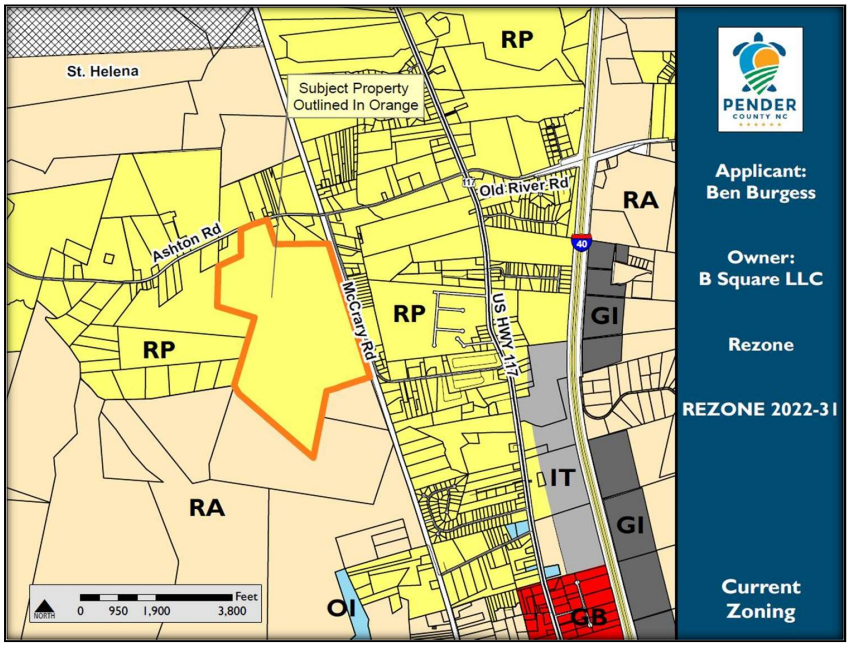
There is no development proposal associated with this general use rezoning, so no specific impacts to the school system are known at this time. However, potential school impact would be reduced as the proposed change would reduce the allowed residential density. The proposed rezoning is from a residential zoning district to a residential zoning district, so an impact to school capacity is not anticipated.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property may contain wetlands[2, 3]. The location of any wetlands will be verified when a site-specific development plan is submitted for review. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

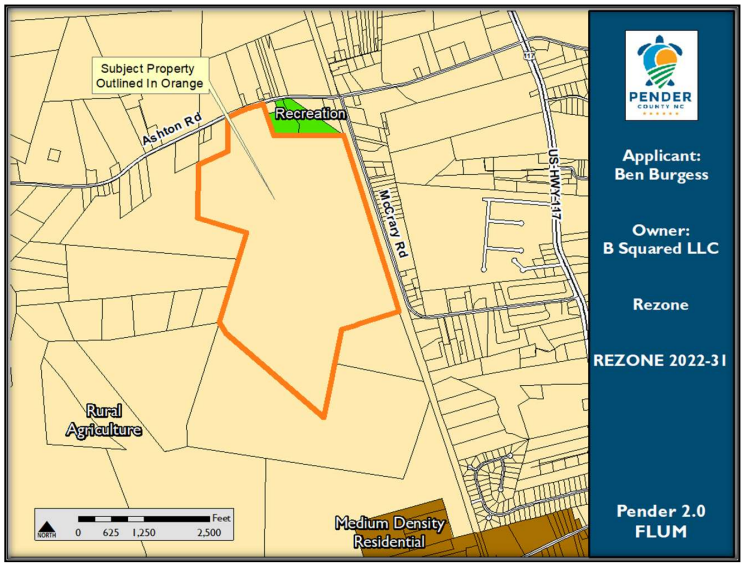
EVALUATION

Below: Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Vacant, Residential	RP, Residential Performance
East	Vacant, Residential	RP, Residential Performance, RA, Rural Agricultural
South	Vacant	RA, Rural Agricultural
West	Vacant, Residential	RP, Residential Performance, RA, Rural Agricultural

Surrounding Zoning
The subject property is currently within the RP, Residential Performance zoning district. Properties immediately adjacent to the subject properties are currently zoned RP, Residential Performance and RA, Rural Agricultural as indicated by the table above.



Pender 2.0 Comprehensive Land Use Plan Compliance: The subject property is located within the Rural Agricultural Future Land Use Classification within the Pender 2.0 Comprehensive Land Use Plan and as shown in the Future Land Use Map to the right. The Rural Agricultural future land use category supports and protects Pender County's agricultural areas. These areas are an essential part of the County's economy and agricultural heritage. Within the Rural Agriculture future land use category, agriculture uses are highly encouraged. Preservation of prime farmland soils for continued prosperity of farming and forestry operations should be considered. Manufactured homes and very low density single-family detached dwellings are appropriate uses in this category. Commercial, civic, office, and institutional uses are permitted where compatible with existing neighborhoods and as a resource or employment opportunity for area residents. Development density within this category is one dwelling unit an acre or less. Expansion of centralized water and sewer systems within this future land use category are discouraged, unless necessary to protect public health when existing systems fail. Desired uses are detached single-family dwellings, manufactured homes, recreation, parks, and open space. Inappropriate uses are attached single-

family dwellings, multi-family residential uses, most commercial, office, and institutional development, and industrial development.

The proposed zoning district, Rural Agricultural zoning district is consistent with the Rural Agricultural future land use classification due to its intention to accommodate non-residential agricultural uses and very low density residential development (minimum of 1 dwelling unit per acre), as well as limited non-residential uses, in rural areas adjacent to agricultural operations. Additionally, the overall residential density is proposed to decrease from three dwelling units per acre to one dwelling unit per acre.

In addition to consistency with the Future Land Use Map, the proposal was found to be consistent with the following four policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.B: Land Use Plan Consistency:** The County generally requires that any official land use and development related actions (e.g., re-zonings, text amendments, and special use permits) remain consistent with the policies adopted in this plan and any other applicable plan. Any actions that are inconsistent with such plans shall require a statement from the Planning Board and Board of Commissioners approving such decisions, as to the in conditions taken into account in amending the Unified Development Ordinance to meet the development needs of the community, and why the action was reasonable and in the public interest.
>
> **Policy 5.1.CC: Agricultural Business**: The County support efforts to preserve existing farming operations and to expand agri-business opportunities.
>
> **Policy 5.1.EE: Rural Land Use Patterns:** The County supports the rural residential and agricultural land use patterns as they currently exist throughout much of the County and as depicted on the future land use map.
>
> **Policy 5.1.FF: Rural Non-Residential Uses:** The County shall continue to accommodate limited non-residential uses in rural areas.

Unified Development Ordinance Compliance: Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be

3.3.5 Approval Criteria for Rezoning

The reviewing bodies (Planning Board and Board of Commissioners) shall consider the following matters in deciding a rezoning proposal, in addition to any other considerations as detailed in the specific rezoning application type:

A. Whether the entire range of uses permitted by the proposed change would be appropriate to the area concerned, including that the proposed rezoning not:
    1. be detrimental to the natural environment,
    2. adversely affect the health, safety, or welfare of residents or workers in the area,
    3. be detrimental to the use or development of adjacent property,
    4. materially or adversely affect the character of the general neighborhood, and
    5. be reasonable as it relates to the public interest.
B. Whether adequate public facilities/services (i.e.- water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change;
C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan, CAMA Land Use Plan, and any other adopted land use document.

made. These standards include evaluating proposals against whether adequate public facilities/services (i.e. water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners

RECOMMENDATION

Planning Staff is submitting the proposal for the Board of Commissioners Disposition. The proposed Zoning Map Amendment is consistent with the Future Land Use Map and four policies within the Pender 2.0 Comprehensive Land Use Plan.

The proposed RA, Rural Agricultural zoning district rezoning request is consistent with the Pender 2.0 Comprehensive Land Use Plan and the allowable uses within the requested zoning district are compatible with the surrounding area. Therefore, Planning staff respectfully recommends approval of the Zoning Map Amendment as detailed in this report.

At their June 7, 2022 meeting, the Pender County Planning Board voted unanimously (4-0) to recommend approval of the Zoning Map Amendment as outlined in this report.

BOARD OF COMMISSIONERS ACTION NEEDED:

TO APPROVE: Motion to approve the Zoning Map Amendment and to make a finding that the approval is consistent with the following policies in the Pender 2.0 Comprehensive Land Use Plan:

- **5.1.B: Land Use Plan Consistency**
- **5.1.CC: Agricultural Business**
- **5.1.EE: Rural Land Use Patterns**
- **5.1.FF: Rural Non-Residential Uses**

The proposed rezoning is consistent with the Rural Agriculture Future Land Use classification in the Pender 2.0 Comprehensive Land Use Plan.

TO DENY: Motion to deny the Zoning Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING]…

PLANNING BOARD ACTION FOR GENERAL USE REZONING

MOTION	SECONDED
Mosca	Pitt

APPROVED	DENIED	UNANIMOUS
Yes	-	Yes

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
Yes	Yes	Absent	Absent	Yes	Yes	Absent

Pender County
Planning and Community Development

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

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

Zoning Map Amendment Submission (Rezoning)

Applications will be considered for review by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

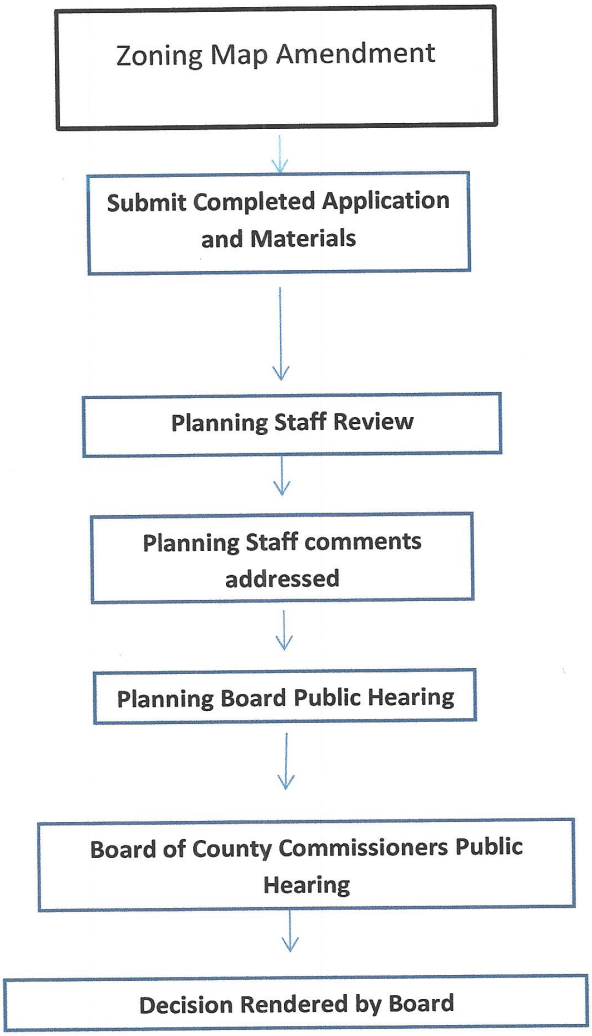
1. ✓ **Pre-submittal Meeting**
   Date of Meeting 3-15-2022
2. _____ **Signed Application**
3. _____ **Payment** - 3480
   $500 for the first 5 acres; $10/ acre thereafter up to 1,000 acres; $5 per acre thereafter
4. ✓ **Requested Revision Boundary Map**
   Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of this Ordinance. An illustration containing a metes and bounds description is required.
4. ✓ **Narrative**
   A description and/or statement of the present and proposed land use classification and stating why the request is being made and any information that is pertinent to the case.
5. _____ **Digital Submission**
   For all documents submitted in paper copy, bring a digital copy with paper submission.
6. ✓ **Adjacent Property List**
   A list of names and addresses, of the owners of all properties located within 500-feet of the perimeter of the project bounds as obtained from the county tax listings and tax abstract, of the property under consideration for project parcel.
7. ✓ **Adjacent Property Envelopes**
   The applicant shall provide a set of business envelopes addressed to each person of the owners of all the properties located within 500-feet of the perimeter of the project bounds, accompanied with the amount of postage required for first class postage.

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

Signature of Applicant Ben Burgess Date 3/23/2022

Printed Name Ben Burgess

Staff Initials: _____
Date: _____


Zoning Map Amendment
Submit Completed Application and Materials
Planning Staff Review
Planning Staff comments addressed
Planning Board Public Hearing
Board of County Commissioners Public Hearing
Decision Rendered by Board

		Agenda Deadline	Planning Board Meeting Date	Board of Commissioners Meeting
Planning Board and Board of Commissioners	January	11.21.19	1.7.20	3.16.20
	February	12.13.19	2.4.20	4.20.20
	March	1.17.20	3.3.20	5.18.20
	April	2.14.20	4.7.20	6.15.20
	May	3.13.20	5.5.20	7.6.20
	June	4.17.20	6.2.20	8.17.20
	July	5.15.20	7.7.20	9.21.20
	August	6.12.20	8.4.20	10.19.20
	September	7.17.20	9.1.20	11.16.20
	October	8.14.20	10.6.20	12.7.20
	November	9.18.20	11.3.20	January 2021
	December	10.16.20	12.1.20	February 2021

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

Zoning Map Amendment Specific Requirements

1. **Application Submittal**
   - Application
   - Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of this Ordinance. An illustration containing a metes and bounds description is required.
   - All zoning requirements shall be met within the boundaries of the area being rezoned. If all of the requirements cannot be met on the site being rezoned, the rezoning shall be expanded to include all property necessary to meet zoning requirements.
   - Must show substantial compliance with the goals and policies of the Comprehensive Land Use Plan.
   - The rezoning application must contain a description and/or statement of the present and proposed zoning regulation or district boundary, and the name(s) and address(es) of the owner(s) of the property involved as required by General Statute.
   - The applicant shall provide an accurate legal description or a map drawn to scale showing the property boundaries that are to be rezoned, in sufficient detail for the rezoning to be located on the Official Zoning Map.

2. **Planning Board and Board of Commissioners Review Criteria (per Section 3.3.8)**
   - A. Whether the range of uses permitted by the proposed change would be appropriate to the area concerned (including not being detrimental to the natural environment, not adversely affecting the health or safety of residents or workers in the area, not being detrimental to the use or development of adjacent property, and not materially or adversely affecting the character of the general neighborhood);
   - B. Whether adequate public facilities/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change;
   - C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan and CAMA Land Use Plan or any other adopted land use document.
   - D. Whether the proposed amendment is reasonable as it relates to the public interest.

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

GENERAL USE REZONING

GENERAL

1. An applicant shall be required to schedule a pre-submittal meeting with the Administrator at least thirty (30) days prior to submission of an application.

2. Amendments to the Zoning Map, also called a Rezoning, shall be made in accordance with the provisions of the Pender County UDO and shall follow the review process as shown in Figure 1 at the end of Section 3.4.

3. The County Commissioners shall approve or deny amendments to the Zoning Map of Pender County, as may be required from time to time.

4. Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of the UDO. An illustration containing a metes and bounds description is required.

5. All zoning requirements shall be met within the boundaries of the area being rezoned. If all of the requirements cannot be met on the site being rezoned, the rezoning shall be expanded to include all property necessary to meet zoning requirements.

6. Must show substantial compliance with the goals and policies of the Comprehensive Land Use Plan and other adopted plans.

APPROVAL STANDARDS

1. Whether the range of uses permitted by the proposed change would be appropriate to the area concerned (including not being detrimental to the natural environment, not adversely affecting the health or safety of residents or workers in the area, not being detrimental to the use or development of adjacent property, and not materially or adversely affecting the character of the general neighborhood).

2. Whether adequate public facilities/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change.

3. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan and CAMA Land Use Plan or any other adopted land use document.

4. Whether the proposed amendment is reasonable as it relates to the public interest.

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	ZMA REZONE 2022 31	**Date**	3/25/2022
Application Fee	$ 3,480.00	**Invoice**	00024868
Pre-Application Conference	3/15/2022	**Hearing Date**	PB: 6/7/2022 BOCC: 7/11/2022

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Benjamin Burgess	**Owner's Name:**	B Squared LLC
Applicant's Address:	6901 Runningbrook Terrace	**Owner's Address:**	11763 Ashton Rd
City, State, & Zip	Wilmington NC 28411	**City, State, & Zip**	Burgaw NC 28425
Phone Number:	910-336-8363	**Phone Number:**	910-336-8363
Email Address:	ben@burgessgroup.org	**Email Address:**	ben@burgessgroup.org
Legal relationship of applicant to landowner:			

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3236-02-4982-0000	**Total property acreage:**	303 Acres
Current Zoning District:	RP	**Proposed Zoning District:**	RA
Project Address:	11763 Ashton Rd, Burgaw NC 28425		
Description of Project Location:	OFF OF Ashton Rd in Pender County		

SECTION 3: SIGNATURES			
Applicant's Signature	Ben Burgess	**Date:**	3/23/22
Applicant's Name Printed	Ben Burgess	**Date:**	3/23/22
Owner's Signature	Ben Burgess	**Date:**	3/23/22
Owner's Name Printed	B Squared LLC	**Date:**	3/23/22

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda

Rezoning/Zoning Map Amendment Checklist

☑	Signed application form
☑	Application fee
☑	A list of names and addresses, as obtained from the county tax listings and tax abstract, all adjacent property owners, including property owners directly across any road or road easement, and owners of the property under consideration for rezoning.
☑	Two (2) business size envelopes legibly addressed with **first class** postage for each of the adjacent and abutting property owners on the above list.
☑	Accurate legal description or a map drawn to scale showing the property boundaries to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map.
☑	18 (11"x17") map copies to be distributed to the Planning Board
☑	20 (11"x17") map copies to be distributed to the Board of Commissioners
☐	Digital (.pdf) submission of all application materials
☑	A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case. If the owner and applicant are different, the letter must be signed by both parties.

Office Use Only

☐	**ZMA Fees:** (*$500.00 for first 5 acres; $10/acre thereafter up to 1,000 acres; $5/acre thereafter)*	**Total Fee Calculation: $**

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

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

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

Application received by:		**Date:**
Application completeness approved by:		**Date:**

Dates scheduled for public hearing:
- ☐ **Planning Board:**
- ☐ **Board of Commissioners:**

RETURN COMPLETED APPLICATION TO:
Pender County Planning & Community Development
805 South Walker Street
P.O. Box 1519
Burgaw, NC 28425

B Squared LLC
11763 Ashton Rd
Burgaw, NC 28425

March 23, 2022

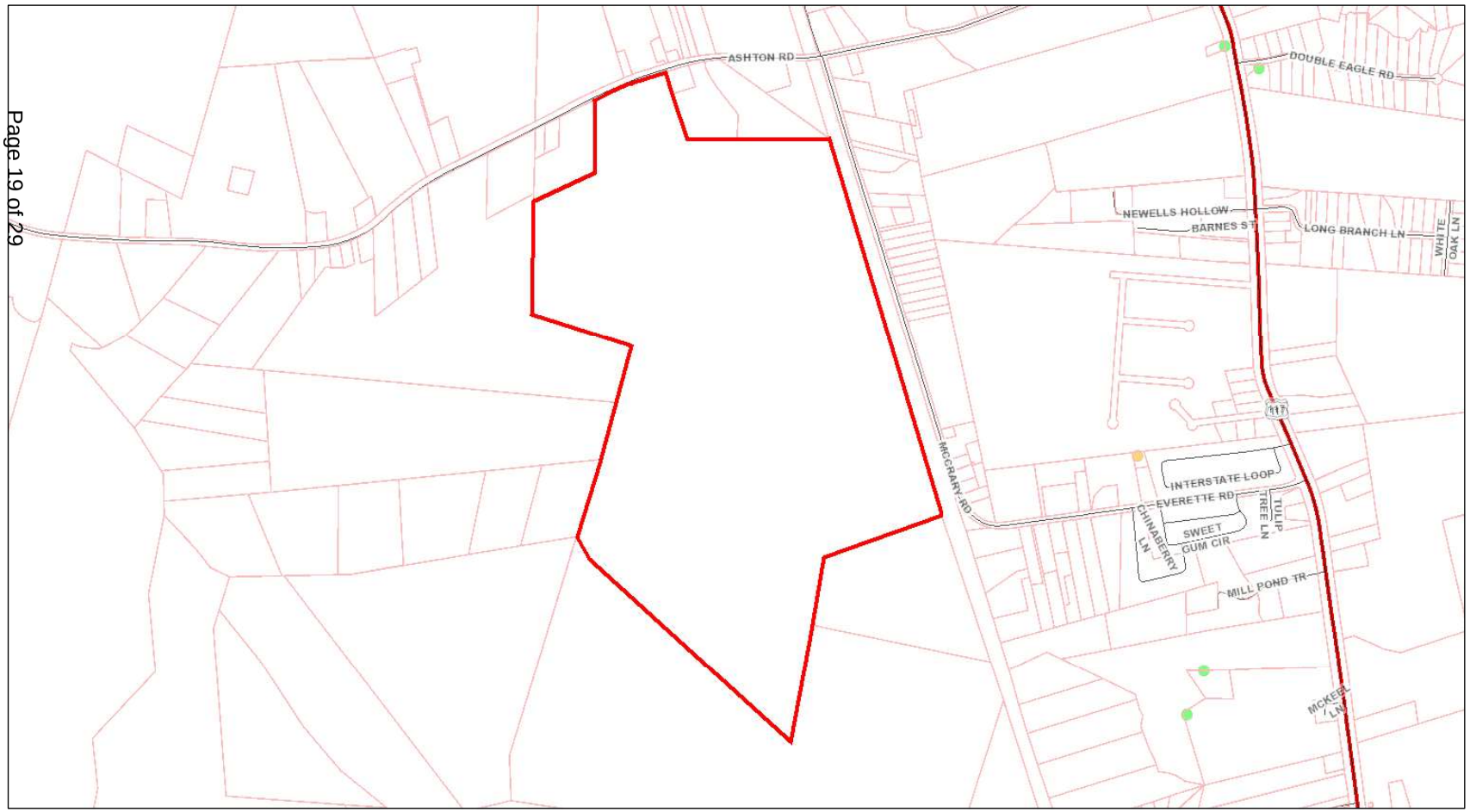
Pender County Planning and Community Development
805 S Walker Street
PO Box 1519
Burgaw, NC 28425

To Whom it May Concern:

B Squared LLC owns a 303-acre tract of farmland at 11763 Ashton Road, Burgaw, NC 28425. The 303-acre tract of land is currently zoned as Residential Performance (RP). B Squared LLC is requesting the full 303 acres be rezoned to Residential Agriculture (RA). It is the intention of B Squared LLC to use the land as farmland with a section of it as a sod farm and to subdivide a section of the land to be used as an outdoor shooting range. B Squared LLC does not intend to develop the tract and wishes to rezone this tract as RA for these purposes.

Sincerely,

Ben Burgess
B Squared LLC



PIN: 3236-02-4982-0000
Owner: B SQUARED LLC
11763 ASHTON RD
BURGAW, NC 28425
Deed Ref: 4630/1737
Property Address:
Description: 303 AC TR PB 5/24 WMS LUMBER TR

Sale Price: $475,000
Sale Date: LAST_SALE_DATE
Plat: 00050024
Account No: 1007145
Township: ROCKY POINT
Subdivision:
Tax Codes: G01 F24 R40
NBRHD: R3000

Acres: 303
Land Value: $432,500
Building Value: $0
Total value: $93,930
Deferred Value: $338,570
Exempt Amount: 0
PCL Class: R
Heated Sq Feet:

Pender County

1:10,239

0 0.075 0.15 0.3 mi
0 0.125 0.25 0.5 km

1 inch = 853 feet

7/8/2020

TABLE OF PERMITTED USES											
P=Permitted Use D=Permitted w/ Use Standards S=Special Use Approval Required SD=Special Use Approval Required w/ Additional Standards PM=Permitted in conjunction w/ the MDP process											
Use Category Specific Use Type		Residential				Mixed Use	Commercial		Industrial		Special Purpose
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
RESIDENTIAL											
SFD: Detached-Conventional		P	P	P	P	P					
SFD: Detached Zero Lot Line				P		P					
SFD-Attached: Duplex		P	P	P		P					
SFD-Attached: Multiplex				P		P					
SFD-Townhouse (5+ attached)				P		P					
Multifamily (condominium/apartment)				P		P					
Upper Story Residential						P	P	P			
Accessory Dwelling Unit		D	D	P		D					
Accessory Dwelling Unit on Non Residential Principal Uses		D				D			P	P	
Manufactured Home		P	D		P						
Manufactured Home Park					PMD						
ACCESSORY USES AND STRUCTURES											
Accessory Structures		P	P	P	P	P	P	P	P	P	
Cottage Occupations		SD	SD	SD		SD	SD				
Home Occupation		D	D	D	D	D	D				
Agritourism Activities on active farms		D	D	D	D	D	D	D	D	D	D
Sector 21: MINING, QUARRYING, OIL AND GAS EXTRACTION											
Nonmetallic Mineral Mining & Quarrying	2123	S								S	
Except: 212392 Phosphate Rock Mining											
Except: 212321 Borrow Pit Sand Mining			PMDS			PMD					
Sector 22: UTILITIES											
Fossil Fuel Electric Power Generation	221112									S	
Other Electric Power Generation	221119	S	S			S			P	P	
Electric Bulk Power Transmission & Control	221121	S	S	S	S	S	S	S	P	P	
Natural Gas Distribution Except Transmission Lines	221210									P	
Water Supply Facilities*	221310		S			PM				P	

Sewage Treatment Facilities*	221320		S	PMD/S		PMD/S				P	
Except: Sewage Lift Stations*		SD	SD	PMD/S	PMD/S	PMD/S	D	D	D	D	
*County Owned or County Service District Provided Systems=P											

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 23: CONSTRUCTION											
Construction of Buildings	236						D		P	P	
Heavy and Civil Engineering Construction	237						D		P	P	
Specialty Trade Contractors	238						D		P	P	
Sectors 31-33 MANUFACTURING											
Artisan Manufacturing		S	S			P	P		P		
Food Manufacturing	311									P	
Beverage and Tobacco Product Manufacturing	312									P	
Textile Mills	313									P	
Textile Product Mills	314									P	
Apparel Manufacturing	315									P	
Wood Product Manufacturing	321								P	P	
Truss Manufacturing	321214						S		P	P	
Prefabricated Wood Building Manufacturing	321992						S		P	P	
Prefabricated Metal Building and Component Manufacturing	332311						S		P	P	
Paper Manufacturing	322									S	
Converted Paper Product Manufacturing	3222									P	
Printing and Related Support Activities	323								P	P	
Petroleum and Coal Products Manufacturing	324									S	
Synthetic Dye and Pigment Manufacturing	32513									P	
Other Basic Organic Chemical Manufacturing	32519									P	
Resin, Synthetic Rubber & Artificial Synthetic Fibers and Filaments Manufacturing	3252									P	
Pharmaceutical Manufacturing	3254								P	P	
Paint, Coating and Adhesive Manufacturing	3255									P	

Soap, Cleaning Compound and Toilet Preparation Manufacturing	3256									P	
Other Chemical Product and Preparation Manufacturing										P	
Except: 32592 Explosive Manufacturing											
Plastics and Rubber Products Manufacturing	326									P	
Clay Product and Refractory Manufacturing	3271									P	
Ready-Mix Concrete Manufacturing	32732									P	
Concrete Pipe, Brick, & Block Manufacturing	32733									P	

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 31-33 MANUFACTURING											
Other Concrete Product Manufacturing	32739									P	
Gypsum Product Manufacturing	32742									P	
Fabricated Product Manufacturing	332									P	
Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing	3327								P	P	
Machinery Manufacturing	333									P	
Computer & Electronic Product Manufacturing	334								P	P	
Electrical Equipment, Appliance, & Component Manufacturing	335									P	
Transportation Equipment Manufacturing	336									P	
Furniture and Related Product Manufacturing	337								P	P	
Miscellaneous Manufacturing	339								P	P	
Sector 42 WHOLESALE TRADE											
Wholesale Trade	42	S							P	P	
Sectors 44-45 RETAIL TRADE											

Motor Vehicle and Parts Dealers	441	S					P		P		
Furniture and Home Furnishings Stores	442						P		P		
Electronics and Appliance Stores	443	S				P	P		P		
Building Material, Garden Equipment & Supplies Dealers	444	S					P		P	P	
Food and Beverage Stores	445	S	S			P	P		P		
Health and Personal Care Stores	446	S	S			P	P	P	P		
Gasoline Stations	447	S				P	P		P		
Clothing and Clothing Accessories Stores	448	S				P	P		P		
Sporting Goods, Hobby, Book, and Music Stores	451					P	P		P		
Miscellaneous Store Retailers	453	S				P	P				
Non store Retailers	454	S				P	P		P		
Liquefied Petroleum Gas Dealers	454312									P	
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Air Transportation	481								P	P	
Rail Transportation	482								P	P	
Truck Transportation	484								P	P	
Transit and Ground Passenger Transportation	485								P	P	
Interurban and Rural Bus Transportation	4852						P		P	P	
Taxi and Limousine Service	4853						P		P	P	
School and Employee Bus Transportation	4854								P	P	
Charter Bus Industry	4855								P	P	
Support Activities for Transportation	4881								P	P	
Support Activities for Road Transportation	4884	S					P		P	P	
Postal Services	491110	S	S			P	P	P			
Couriers and Messengers	492						P	P	P	P	
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**

Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Warehousing and Storage	493	S							P	P	
Sector 51: INFORMATION											
Information	51					P	P	P	P	P	
Finance and Insurance	52	S	S			P	P	P	P	P	
Sector 53: REAL ESTATE AND RENTAL AND LEASING											
Real Estate and Rental and Leasing	53	S	S			P	P	P	P	P	
Commercial and Industrial Machinery and Equipment Rental and Leasing	5324								P	P	
Sector 54: PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES											
Professional, Scientific, & Technical Services	54	S	S			P	P	P	P	P	
Sector 55: MANAGEMENT OF COMPANIES AND ENTERPRISES											
Management of Companies and Enterprises	55	S	S			P	P	P	P	P	
Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES											
Administrative and Support Services	561	S				P	P	P	P	P	
Solid Waste Collection Public	562111	P	P	P	P	P	P	P	P	P	
Solid Waste Collection Private	562111									S	
Solid Waste Landfill	562212									S	
Solid Waste Combustors and Incinerators	562213									S	
Other Nonhazardous Waste Treatment and Disposal	562219	S					S		S	S	
Remediation Services	562910									S	
Materials Recovery Facilities	562920									S	
All Other Waste Management Facilities	56299									S	
Sector 61: EDUCATIONAL SERVICES											
Educational Services	611	P	S			P	P	P			

Business Schools, Computer & Management Training	6114	S				P		P	P		
Technical and Trade Schools	6115	S				P	P	P	P	P	
Other Schools and Instruction	6116	S				P	P	P	P		
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Ambulatory Health Care Services	621					P	P	P			
Except: Outpatient Mental Health and Substance Abuse Centers	62142						P	S			
Hospitals	622	S				P	P	P			
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Except: Psychiatric and Substance Abuse Hospitals	6222							S			
Except: Outpatient Mental Health and Substance Abuse Hospitals	62142						S	S			
Nursing and Residential Care Facilities	623	S	S			P	P	P			
Except: Residential Mental Retardation, Mental Health & Substance Abuse Facilities	6232	S						S			
Social Assistance	624	S				P	P	P			
Vocational Rehabilitation Services	6243						P	P	P	P	
Sector 71: ARTS, ENTERTAINMENT, AND RECREATION											
Performing Arts Companies	7111	S				P	P				
Spectator Sports	7112	S					P		P		
Promoters of Performing Arts, Sports and Similar Events	7113	S				S	S				
Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	7114					P	P	P			
Museums, Historical Sites and Similar Institutions	712	S				P	P	P			
Amusement and Theme Parks	713110	S				S	S				
Amusement Arcades	713120						P				

Golf Courses and Country Clubs	713910	S	PM			P					
Fitness & Recreational Sports Centers	713940	S				P	P	P	P		
Bowling Centers	71395					P	P	P	P		
All Other Amusement & Recreation Industries	71399	S				P	P		P		
Aviation Clubs, Recreational	713990	S	S			P	P		P		
Canoeing, Recreational	713990	S	S			P	P		P		
Fishing Clubs, Recreational	713990	S	S			P	P		P		
Flying Clubs, Recreational	713990	S	S			P	P		P		
Guide Services (i.e. Fishing, Hunting, Tourist)	713990	S	S			P	P		P		
Horse Riding, Recreational	713990	P	S								
Outdoor Shooting Ranges	713990	S									
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 72: ACCOMMODATIONS AND FOOD SERVICES											
Hotels and Motels	72111					P	D	D			
Bed and Breakfast Inns	721191	S	S		S	P	P				
All Other Traveler Accommodation	721199	S	S		S	P	P				
RV Parks and Recreational Camps	7212	SD					SD				
Recreational and Vacation Camps	721214	S									S
Rooming and Boarding Houses	721310	S				P	P				
Full Service Restaurants	7221	S				P	P	P	P	P	
Limited Service Eating Places	7222	S				P	P	P	P	P	
Special Food Services	7223	S				P	P	P	P	P	
Drinking Places (Alcoholic Beverages)	7224	S				P	P				
Sector 81: OTHER SERVICES, EXCEPT PUBLIC ADMINISTRATION											
Automotive Repair and Maintenance	8111	S					P		P	P	
Electronic and Precision Equipment Repair and Maintenance	8112	S					P	P	P	P	

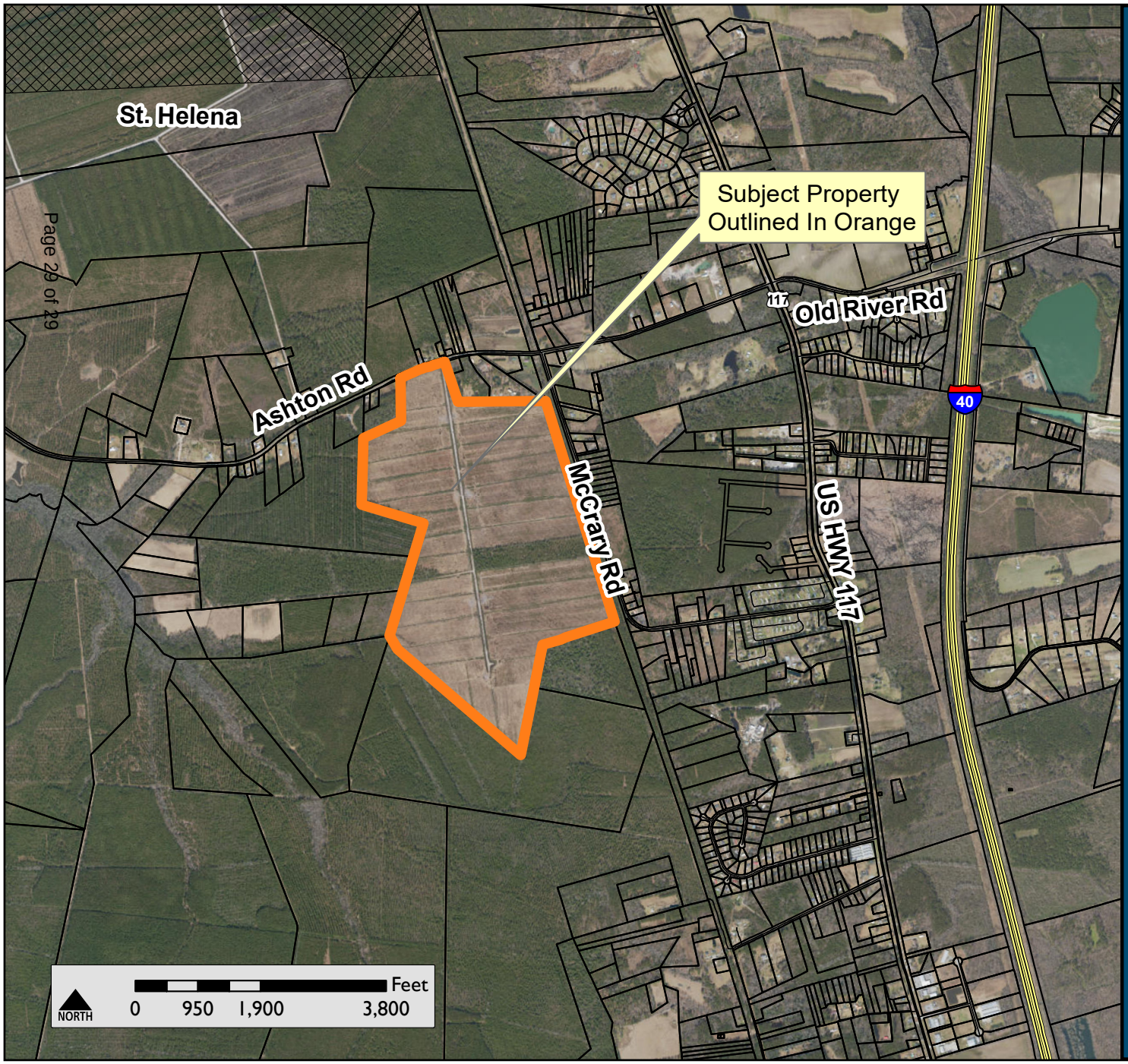
Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	8113								P	P	
Personal and Household Goods Repair and Maintenance	8114	S				P	P	P	P	P	
Personal Care Services	8121	P	S			P	P	P	P		
Funeral Homes and Funeral Services	81221	S					P	P	P	P	
Cemeteries and Crematories Except: Private Cemetery	81222	S	S			S	S	S	S	S	
Coin Operated Laundries and Drycleaners	812310	P				P	P				
Dry-cleaning and Laundry Services	812320	S				P	P		P	P	
Linen & Uniform Supply	81233								P	P	
Other Personal Services	8129	S				P	P	P	P		
Pet Care Services	812910	D					D		D	D	
Religious Organizations	8131	P	S			P	P	P	P		
Grant making and Giving Services	8132					P	P	P	P		
Social Advocacy Organizations	8133					P	P	P	P		
Civic and Social Organizations	813410	S	S			P	P	P			
Business, Professional, Labor, Political and Similar Organizations	8139					P	P	P	P		
Public Administration	92	P	P	P	P	P	P	P	P	P	
			Zoning Districts								
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
MISCELLANEOUS USES											
Adult and Sexually Oriented Businesses									S	S	
Adult Retail									S	S	
Bona fide Farm Purposes		D	D	D	D	D	D	D	D	D	D
Child Care Center		P	S			S	P	P			
Community Boating Facility		SD	SD	SD	SD	SD					
Community Boating Facility in conjunction with a Master Development Plan		SD	PMD	PMD	PMD	PMD					
Disaster Volunteer Housing		D	D	D	D	D	D	D	D	D	

Family Care Home		D	D	D	D	D					
Family Child Care Home		P	P			P	P	P			
Industrial Park										SD	
Marina (Commercial)		SD	PMD			PMD					
Portable Storage Containers		D	D	D	D	D	D	D	D	D	
Private Cemetery less than 6,000 sq. ft.		D	D				D	D	D		
Private Cemetery 6,000 sq. ft. and larger		S	S				S	S	S		
Public Parks		P	P	P	P	P	P	P	P	P	
Private Residential Boating Facility		D	D	D	D	D					
Salvage Operations		S								D	
Storage of Merchandise, Materials or Equipment On Site Inside or Outside An Enclosed Building, Excluding Salvage		S							P	P	
Storage of boats and watercraft outdoors or on dry stack structures							S				
Sweepstakes Center							SD		SD	SD	
Telecommunication Facilities		SD	SD			SD	SD	SD	SD	SD	
Telecommunication Facilities – Public Safety		SD	SD			SD	SD	SD	SD	SD	
Temporary Manufactured Homes		P	P			P					
Temporary Modular/Manufactured Offices						P	P	P	P	P	
Temporary Fruit & Vegetable Stands		P	P								
Temporary Buildings for Construction or Development		D	D	D	D	D	D	D	D	D	
Temporary Events		D					D	D	D	D	

5.3 USES WITH STANDARDS

5.3.1 General

A. These standards shall only apply to those districts and uses where the "S", "PM" or "D" is designated on the use table in Section 5.2.3. In addition to these standards the use shall be permitted in compliance with the general development standards of the underlying



PENDER COUNTY NC

Applicant:
Ben Burgess

Owner:
B Square LLC

Rezone

REZONE 2022-31

Aerial

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	July 11, 2022
SUBJECT:	General Use Rezoning 2022-32

SUMMARY:
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 along Perkins Drive, approximately 300 feet east of US Highway 17 in the Topsail Township and may be further identified by Pender County PIN 4226-74-5773-0000.

ACTION REQUESTED:
To hold a public hearing and consider the rezoning request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Table of Permitted Uses

STAFF REPORT FOR REZONE 2022-32
ZONING MAP AMENDMENT APPLICATION

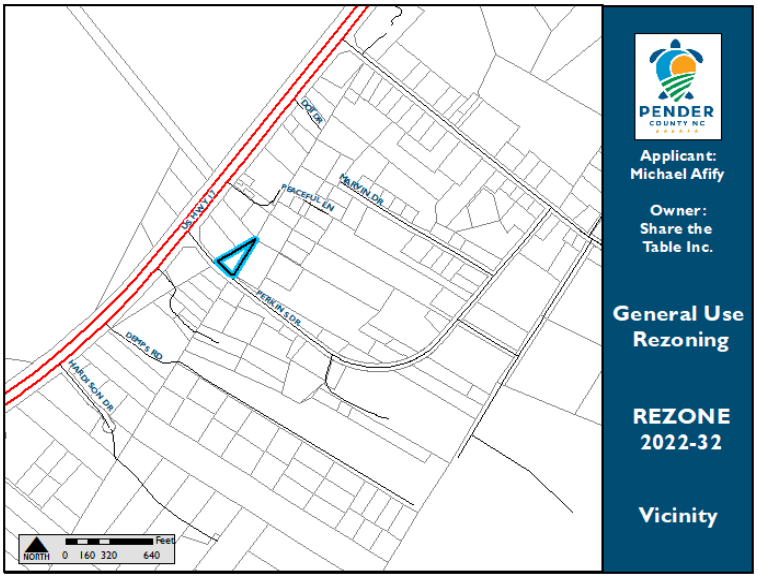
APPLICATION SUMMARY	
Case Number	REZONE 2022-32
Hearing Dates	June 7, 2022 Planning Board July 11, 2022 Board of Commissioners
Applicant	Michael Afify
Property Owner(s)	Share the Table, Inc.
Parcel Identification Number	4226-74-5773-0000
Acreage	0.6
Township	Topsail
Pender 2.0 Future Land Use Category	Medium-Density Residential

REZONING PROPOSAL

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.

LOCATION

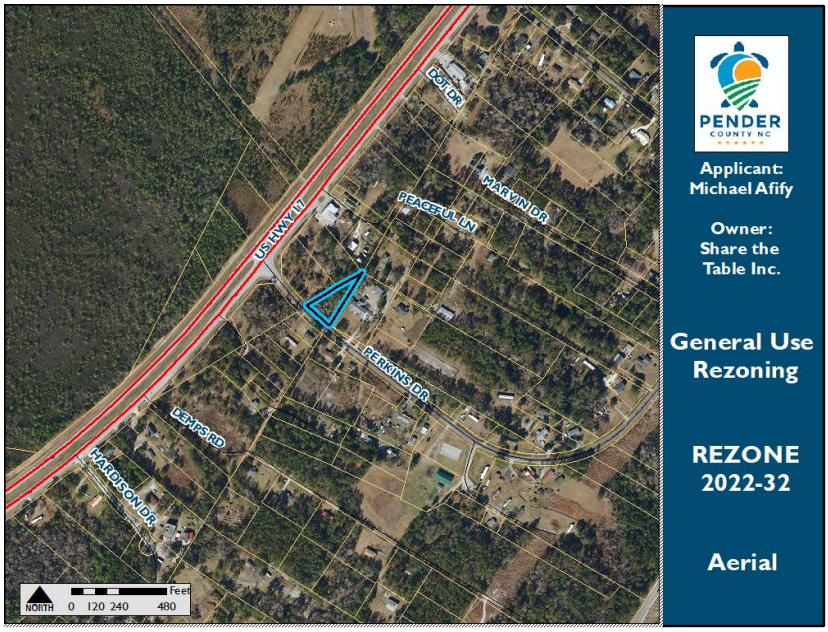
The subject property is located on Perkins Drive, approximately 300 feet east of US Highway 17.



REZONING PROPOSAL

The applicant is proposing to rezone approximately 0.6 acres from the RP, Residential Performance zoning district to the GB, General Business zoning district. This district is primarily intended to accommodate uses which require close access to major highways. The district is established to provide convenient locations for businesses which serve the needs of surrounding residents, including office, retail, and personal service uses.

Because this is a general use rezoning, a conceptual plan is not included within the application. If approved, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the GB, General Business zoning district. However, any future development of the site must comply with the standards of the GB, General Business zoning district and is subject to review and approval by the Technical Review Committee (TRC) to ensure compliance with all applicable local, State, and Federal regulations.



Dimensional Requirements

As this is a general use rezoning, the standard setbacks in the GB, General Business zoning district apply and are outlined in the table below. The dimensional standards are proposed to apply uniformly to all buildings and uses on the subject property.

Minimum Setback (General Business)	
Front	25’
Side	10’
Rear	10’
Corner	12’
Max. Height	40’
Structure Separation	20’

The minimum lot size in this district is 15,000 square feet, and the subject property is compliant with this standard.

Allowable Uses
Because this is a general use rezoning, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the GB, General Business zoning district. The table below provides a general list of typical developments permitted in the GB, General Business zoning district. A comprehensive list of all uses from Section 5.2.3 of the Pender County Unified Development Ordinance (UDO) is included in Attachment 1.

	GB, General Business
Residential Uses	Upper story Residential
Commercial Uses	≈ 83 uses by-right (Retail Trade, Real Estate and Rental and Leasing, Professional Scientific and Technical Services, Educational Services, etc.) ≈ 18 uses w/ SUP (Utilities, Manufacturing, Arts, Entertainment, and Recreation etc.)

TRANSPORTATION INFRASTRUCTURE

Access
The property is currently accessible only by Perkins Drive, though the applicant anticipates using this parcel in conjunction with the adjacent lot owned by Share the Table, which is a corner lot accessible by Perkins Drive and US HWY 17. US HWY 17 is identified as a Major Arterial Roadway according to the Wilmington Urban Area Metropolitan Planning Organization (WMPO). A break in the median of US HWY 17 exists where Perkins Drive meets US HWY 17, which allows for left turns on to US HWY 17 southbound from Perkins Drive and vice versa.

Traffic
A Traffic Impact Analysis (TIA) is not required for a general use rezoning since a site-specific development plan is not required to be included in the application package. The UDO requires a Traffic Impact Analysis (TIA) to be completed when a development generates 100 trips in the morning or evening peak hours or over 1,000 trips per day. If approved and developed in the future, estimated trip generation data will be required during the review of any site-specific development plan to determine if a TIA is required.

NCDOT Average Annual Daily Traffic (AADT) – 2016; WMPO Roadway Capacities – 2016

Road	Location	Volume	Capacity	V/C
Perkins Drive	100 Block of Perkins Drive (east of US HWY 17)	260	Not available	Unknown

OTHER INFRASTRUCTURE

Utilities
Public water is available through Pender County Utilities (PCU) and according to available GIS data, the nearest PCU water main is along the north side of Perkins Drive. Based on available data and information from private sewer providers, sewer is not currently available in this location. The method of water and sewer service will be determined when a site-specific development plan is submitted for review.

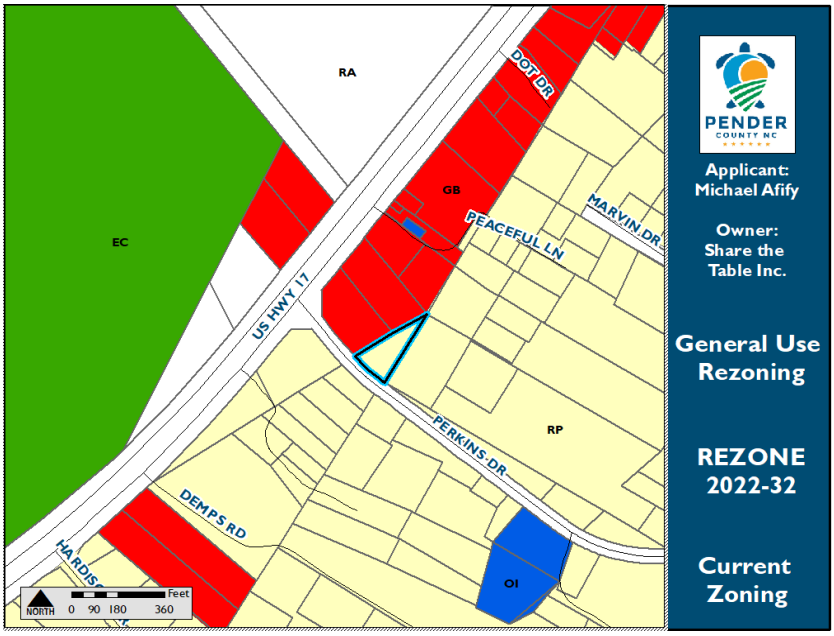
Schools
There is no development proposal associated with this general use rezoning, so no specific impacts to the school system are known at this time. Because the proposed rezoning is from a predominantly residential zoning district to a predominantly commercial zoning district, an impact to school capacity is not anticipated.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property may contain wetlands[2, 3]. The location of any wetlands will be verified when a site-specific development plan is submitted for review. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

EVALUATION

Below: Zoning Map of the Area

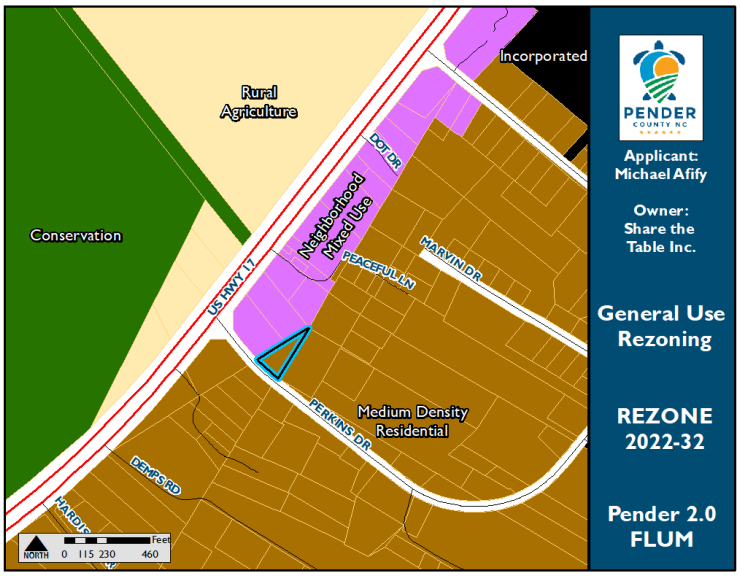


CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Non-Conforming Residential & Residential	GB, General Business & RP, Residential Performance
East	Residential	RP, Residential Performance
South	Residential	RP, Residential Performance
West	Vacant	GB, General Business

Surrounding Zoning

The subject property is currently within the RP, Residential Performance zoning district. Properties immediately adjacent to the subject property are currently zoned GB, General Business and RP, Residential Performance as indicated by the table above.

Pender 2.0 Comprehensive Land Use Plan Compliance: The subject property is located within the Medium Density Residential future land use classification as shown in the Future Land Use Map within the Pender 2.0 Comprehensive Land Use Plan. This future land use category is established in areas that are typically in close proximity to supporting services and a mixture of development types. Appropriate uses include single-family dwellings, duplexes, community recreation and open space uses, and neighborhood-scale institutional facilities such as religious and civic organizations. Commercial and industrial uses are inappropriate in these areas, as are large institutions and other significant traffic generators. Townhomes may be suitable when proposed as part of a master planned community whereby the dimensional requirements and uses forming the outer boundary of the community are compatible with the adjacent properties or permissible uses. Development density within this category is three to six dwelling units per acre or less.



The Future Land Use classification for the parcel immediately west of the subject property, also owned by the applicant, is Neighborhood Mixed Use, which is a classification allowing for transitional uses between commercial and lower density residential neighborhoods. While commercial uses are inconsistent with the Medium Density Residential future land use classification, the subject parcel's size and proximity to Neighborhood Mixed Use parcels aligns with the classification's desire to provide a low intensity transitional use between commercial and residential neighborhoods. Additionally, the proposal is consistent with the spirit of the Medium Density Residential classification because the parcel will be in close proximity to supporting services and a mixture of development types, which is desired in the Medium Density Residential classification.

The proposal is supported by the following two policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.E: Compatible Development:** The County supports new commercial and multi-family developments that blend with surrounding neighborhoods and limit traffic, noise, and light impacts on existing residential uses.

Policy 5.1.K: Commercial Development: The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.

Although the proposed rezoning would allow for non-residential uses to be established in an area designated for residential use in the Future Land Use Map's preferred growth scenario, the size of the parcel and its proximity to commercially zoned property minimize the inconsistency. The Medium Density Residential future land use category is described as being located in close proximity to supporting services and a mixture of development types, which includes commercial uses.

Unified Development Ordinance Compliance: Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. These standards include evaluating proposals against whether adequate public facilities/services (i.e. water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.3.5 Approval Criteria for Rezoning

The reviewing bodies (Planning Board and Board of Commissioners) shall consider the following matters in deciding a rezoning proposal, in addition to any other considerations as detailed in the specific rezoning application type:

A. Whether the entire range of uses permitted by the proposed change would be appropriate to the area concerned, including that the proposed rezoning not:
    1. be detrimental to the natural environment,
    2. adversely affect the health, safety, or welfare of residents or workers in the area,
    3. be detrimental to the use or development of adjacent property,
    4. materially or adversely affect the character of the general neighborhood, and
    5. be reasonable as it relates to the public interest.
B. Whether adequate public facilities/services (i.e.- water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change;
C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan, CAMA Land Use Plan, and any other adopted land use document.

RECOMMENDATION

Planning Staff is submitting the proposal to the Board of Commissioners for consideration. 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.

At their June 7, 2022, meeting, the Pender County Planning Board voted unanimously (4-0) to recommend approval of the Zoning Map Amendment, finding the proposal to be consistent with surrounding zoning and land uses.

BOARD OF COMMISSIONERS ACTION NEEDED:

TO APPROVE: Motion to approve the Zoning Map Amendment and to make a finding that the approval is consistent with the following policies in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 5.1.E**
- **Policy 5.1.K**

The proposed rezoning is consistent with the Medium Density Residential Future Land Use classification in the Pender 2.0 Comprehensive Land Use Plan because it has the ability to provide supporting services in an area near existing residences in an area experiencing growth.

TO DENY: Motion to deny the Zoning Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING]…

PLANNING BOARD ACTION FOR GENERAL USE REZONING	
MOTION	**SECONDED**
Pitts	Mosca

APPROVED	DENIED	UNANIMOUS
Yes		Yes

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
Yes	Yes	Absent	Absent	Yes	Yes	Absent

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	ZMA	**Date**	
Application Fee	$	**Invoice**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Michael Afify - A'N'A Builders	**Owner's Name:**	Dawn Ellis/Share the Tradition
Applicant's Address:	14223a NC Hwy 50 Surf City NC 28445	**Owner's Address:**	PO Box 4170
City, State, & Zip	Surf City NC 28445	**City, State, & Zip**	Surf City, NC 28445
Phone Number:	cell 919-210-9474 / office 910-329-9819	**Phone Number:**	910-264-9509
Email Address:	MMAFIFY@GMAIL.COM	**Email Address:**	Sharethetradence@gmail.com
Legal relationship of applicant to landowner:			

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	4226-74-5773-0000	**Total property acreage:**	0.6
Current Zoning District:	RP	**Proposed Zoning District:**	GB or (Match Adjoining Property)
Project Address:	TBD		
Description of Project Location:	Pie Shaped Lot beside 95 Perkins Dr. Both Lots are @ intersection of Perkins and Hwy 17.		

SECTION 3: SIGNATURES			
Applicant's Signature		**Date:**	3/3/2022
Applicant's Name Printed	Michael Afify A'N'A Builders Inc	**Date:**	3/31/2022
Owner's Signature	Dawn Ellis / Share the Tradition, Inc.	**Date:**	4/1/2022
Owner's Name Printed	Dawn Ellis / Share the Tradition	**Date:**	4/1/2022

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda

Pender County
Planning and Community Development

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

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

Zoning Map Amendment Submission (Rezoning)

Applications will be considered for review by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

1. ✓ **Pre-submittal Meeting**
   Date of Meeting 3/31/2022
2. ✓ **Signed Application**
3. ____ **Payment** TBD
   $500 for the first 5 acres; $10/ acre thereafter up to 1,000 acres; $5 per acre thereafter
4. ✓ **Requested Revision Boundary Map**
   Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of this Ordinance. An illustration containing a metes and bounds description is required.

Tax Map

4. ✓ **Narrative**
   A description and/or statement of the present and proposed land use classification and stating why the request is being made and any information that is pertinent to the case.
5. ✓ **Digital Submission**
   For all documents submitted in paper copy, bring a digital copy with paper submission.
6. ✓ **Adjacent Property List**
   A list of names and addresses, of the owners of all properties located within 500-feet of the perimeter of the project bounds as obtained from the county tax listings and tax abstract, of the property under consideration for project parcel.
7. ✓ **Adjacent Property Envelopes**
   The applicant shall provide a set of business envelopes addressed to each person of the owners of all the properties located within 500-feet of the perimeter of the project bounds, accompanied with the amount of postage required for first class postage.

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

Signature of Applicant _____ Date 4/1/2022

Printed Name Michael A. Fay

Staff Initials: ____
Date: ____

Rezoning/Zoning Map Amendment Checklist

☑	Signed application form
☐ Pay online	Application fee
☑	A list of names and addresses, as obtained from the county tax listings and tax abstract, all adjacent property owners, including property owners directly across any road or road easement, and owners of the property under consideration for rezoning.
☐	Two (2) business size envelopes legibly addressed with **first class** postage for each of the adjacent and abutting property owners on the above list.
☑ Tax Map	Accurate legal description or a map drawn to scale showing the property boundaries to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map.
☐?	18 (11"x17") map copies to be distributed to the Planning Board
☐?	20 (11"x17") map copies to be distributed to the Board of Commissioners
☑	Digital (.pdf) submission of all application materials
☑	A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case. If the owner and applicant are different, the letter must be signed by both parties.

Office Use Only

☐	**ZMA Fees: (*$500.00 for first 5 acres; $10/acre thereafter up to 1,000 acres; $5/acre thereafter)***	**Total Fee Calculation: $**

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

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

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

Application received by:		**Date:**
Application completeness approved by:		**Date:**

Dates scheduled for public hearing:
- ☐ **Planning Board:**
- ☐ **Board of Commissioners:**

RETURN COMPLETED APPLICATION TO:
Pender County Planning & Community Development
805 South Walker Street
P.O. Box 1519
Burgaw, NC 28425

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

GENERAL USE REZONING

GENERAL

1. An applicant shall be required to schedule a pre-submittal meeting with the Administrator at least thirty (30) days prior to submission of an application.

2. Amendments to the Zoning Map, also called a Rezoning, shall be made in accordance with the provisions of the Pender County UDO and shall follow the review process as shown in Figure 1 at the end of Section 3.4.

3. The County Commissioners shall approve or deny amendments to the Zoning Map of Pender County, as may be required from time to time.

4. Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of the UDO. An illustration containing a metes and bounds description is required.

5. All zoning requirements shall be met within the boundaries of the area being rezoned. If all of the requirements cannot be met on the site being rezoned, the rezoning shall be expanded to include all property necessary to meet zoning requirements.

6. Must show substantial compliance with the goals and policies of the Comprehensive Land Use Plan and other adopted plans.

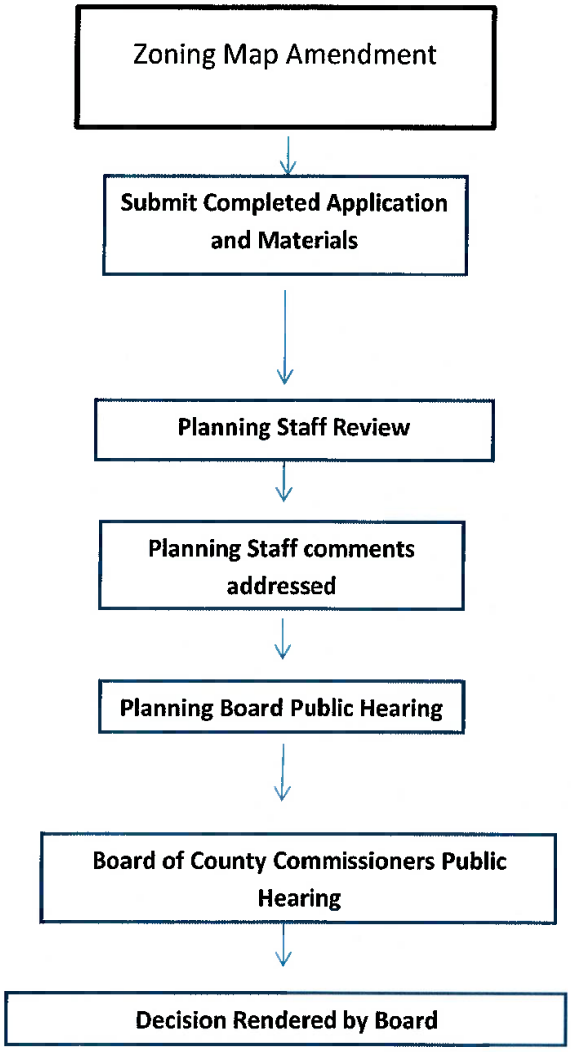
APPROVAL STANDARDS

1. Whether the range of uses permitted by the proposed change would be appropriate to the area concerned (including not being detrimental to the natural environment, not adversely affecting the health or safety of residents or workers in the area, not being detrimental to the use or development of adjacent property, and not materially or adversely affecting the character of the general neighborhood).

2. Whether adequate public facilities/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change.

3. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan and CAMA Land Use Plan or any other adopted land use document.

4. Whether the proposed amendment is reasonable as it relates to the public interest.


Zoning Map Amendment
Submit Completed Application and Materials
Planning Staff Review
Planning Staff comments addressed
Planning Board Public Hearing
Board of County Commissioners Public Hearing
Decision Rendered by Board

License #44723
www.AnAbuilders.com

A'n'A Builder's, Inc.

14223a Hwy50/210 Surf City, NC 28445
Office: (910).329.9819
Fax: (910).329.9907

"Specializing in Quality Custom Homes and Commercial Buildings"

Pender County Rezoning Dept
Address of Lot to be Re-zoned: TBD Perkins Rd Hampstead NC
PIN: 4226-74-5773-0000

Narrative:
Share the Table, Inc has purchased this "pie" shaped lot next to the lot they previously purchased at the corner of Hwy 17 and Perkins Rd in Hampstead for the Storm water pond to be placed and approx 10 overflow parking spaces. Share the Table is a non-profit food pantry that services our community and that will need a commercial type zoning and the current zoning of this lot is RP. This lot is oddly shaped, and would be hard to meet the setback minimums for any structure unless used for a project like the one currently requested. We appreciate your consideration to Rezone this project from RP to a commercial designation allowing this use.

Regards,

Michael Afify
Project Manager
A'n'A Builders Inc.

TABLE OF PERMITTED USES											
P=Permitted Use D=Permitted w/ Use Standards S=Special Use Approval Required SD=Special Use Approval Required w/ Additional Standards PM=Permitted in conjunction w/ the MDP process											
Use Category Specific Use Type		Residential				Mixed Use	Commercial		Industrial		Special Purpose
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
RESIDENTIAL											
SFD: Detached-Conventional		P	P	P	P	P					
SFD: Detached Zero Lot Line				P		P					
SFD-Attached: Duplex		P	P	P		P					
SFD-Attached: Multiplex				P		P					
SFD-Townhouse (5+ attached)				P		P					
Multifamily (condominium/apartment)				P		P					
Upper Story Residential						P	P	P			
Accessory Dwelling		D	D	P		D					
Accessory Dwelling on Non Residential Principal Uses		D				D			P	P	
Manufactured Home		P	D		P						
Manufactured Home Park					PMD						
ACCESSORY USES AND STRUCTURES											
Accessory Structures		P	P	P	P	P	P	P	P	P	
Cottage Occupations		SD	SD	SD		SD	SD				
Home Occupation		D	D	D	D	D	D				
Agritourism Activities on active farms		D	D	D	D	D	D	D	D	D	D
Sector 21: MINING, QUARRYING, OIL AND GAS EXTRACTION											
Nonmetallic Mineral Mining & Quarrying	2123	S								S	
Except: 212392 Phosphate Rock Mining											
Except: 212321 Borrow Pit Sand Mining			PMDS			PMD					
Sector 22: UTILITIES											
Fossil Fuel Electric Power Generation	221112									S	
Other Electric Power Generation	221119	S	S			S			P	P	
Electric Bulk Power Transmission & Control	221121	S	S	S	S	S	S	S	P	P	

Natural Gas Distribution Except Transmission Lines	221210									P	
Water Supply Facilities*	221310		S			PM				P	
Sewage Treatment Facilities*	221320		S	PMD/S		PMD/S				P	
Except: Sewage Lift Stations*		SD	SD	PMD/S	PMD/S	PMD/S	D	D	D	D	
*County Owned or County Service District Provided Systems=P											

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 23: CONSTRUCTION											
Construction of Buildings	236						D		P	P	
Heavy and Civil Engineering Construction	237						D		P	P	
Specialty Trade Contractors	238						D		P	P	
Sectors 31-33 MANUFACTURING											
Artisan Manufacturing		S	S			P	P		P		
Food Manufacturing	311									P	
Beverage and Tobacco Product Manufacturing	312									P	
Textile Mills	313									P	
Textile Product Mills	314									P	
Apparel Manufacturing	315									P	
Wood Product Manufacturing	321								P	P	
Truss Manufacturing	321214						S		P	P	
Prefabricated Wood Building Manufacturing	321992						S		P	P	
Prefabricated Metal Building and Component Manufacturing	332311						S		P	P	
Paper Manufacturing	322									S	
Converted Paper Product Manufacturing	3222									P	
Printing and Related Support Activities	323								P	P	
Petroleum and Coal Products Manufacturing	324									S	
Synthetic Dye and Pigment Manufacturing	32513									P	
Other Basic Organic Chemical Manufacturing	32519									P	
Resin, Synthetic Rubber & Artificial Synthetic Fibers and Filaments Manufacturing	3252									P	

Pharmaceutical Manufacturing	3254								P	P	
Paint, Coating and Adhesive Manufacturing	3255									P	
Soap, Cleaning Compound and Toilet Preparation Manufacturing	3256									P	
Other Chemical Product and Preparation Manufacturing										P	
Except: 32592 Explosive Manufacturing											
Plastics and Rubber Products Manufacturing	326									P	
Clay Product and Refractory Manufacturing	3271									P	
Ready-Mix Concrete Manufacturing	32732									P	
Concrete Pipe, Brick, & Block Manufacturing	32733									P	

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 31-33 MANUFACTURING											
Other Concrete Product Manufacturing	32739									P	
Gypsum Product Manufacturing	32742									P	
Fabricated Product Manufacturing	332									P	
Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing	3327								P	P	
Machinery Manufacturing	333									P	
Computer & Electronic Product Manufacturing	334								P	P	
Electrical Equipment, Appliance, & Component Manufacturing	335									P	
Transportation Equipment Manufacturing	336									P	
Furniture and Related Product Manufacturing	337								P	P	
Miscellaneous Manufacturing	339								P	P	
Sector 42 WHOLESALE TRADE											
Wholesale Trade	42	S							P	P	
Sectors 44-45 RETAIL TRADE											

Motor Vehicle and Parts Dealers	441	S					P		P		
Furniture and Home Furnishings Stores	442						P		P		
Electronics and Appliance Stores	443	S				P	P		P		
Building Material, Garden Equipment & Supplies Dealers	444	S					P		P	P	
Food and Beverage Stores	445	S	S			P	P		P		
Health and Personal Care Stores	446	S	S			P	P	P	P		
Gasoline Stations	447	S				P	P		P		
Clothing and Clothing Accessories Stores	448	S				P	P		P		
Sporting Goods, Hobby, Book, and Music Stores	451					P	P		P		
Miscellaneous Store Retailers	453	S				P	P				
Non store Retailers	454	S				P	P		P		
Liquefied Petroleum Gas Dealers	454312									P	
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Air Transportation	481								P	P	
Rail Transportation	482								P	P	
Truck Transportation	484								P	P	
Transit and Ground Passenger Transportation	485								P	P	
Interurban and Rural Bus Transportation	4852						P		P	P	
Taxi and Limousine Service	4853						P		P	P	
School and Employee Bus Transportation	4854								P	P	
Charter Bus Industry	4855								P	P	
Support Activities for Transportation	4881								P	P	
Support Activities for Road Transportation	4884	S					P		P	P	
Postal Services	491110	S	S			P	P	P			
Couriers and Messengers	492						P	P	P	P	

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											

Warehousing and Storage	493	S							P	P	
Sector 51: INFORMATION											
Information	51					P	P	P	P	P	
Finance and Insurance	52	S	S			P	P	P	P	P	
Sector 53: REAL ESTATE AND RENTAL AND LEASING											
Real Estate and Rental and Leasing	53	S	S			P	P	P	P	P	
Commercial and Industrial Machinery and Equipment Rental and Leasing	5324								P	P	
Sector 54: PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES											
Professional, Scientific, & Technical Services	54	S	S			P	P	P	P	P	
Sector 55: MANAGEMENT OF COMPANIES AND ENTERPRISES											
Management of Companies and Enterprises	55	S	S			P	P	P	P	P	
Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES											
Administrative and Support Services	561	S				P	P	P	P	P	
Solid Waste Collection Public	562111	P	P	P	P	P	P	P	P	P	
Solid Waste Collection Private	562111									S	
Solid Waste Landfill	562212									S	
Solid Waste Combustors and Incinerators	562213									S	
Other Nonhazardous Waste Treatment and Disposal	562219	S					S		S	S	
Remediation Services	562910									S	
Materials Recovery Facilities	562920									S	
All Other Waste Management Facilities	56299									S	
Sector 61: EDUCATIONAL SERVICES											
Educational Services	611	P	S			P	P	P			
Business Schools, Computer & Management Training	6114	S				P		P	P		
Technical and Trade Schools	6115	S				P	P	P	P	P	
Other Schools and Instruction	6116	S				P	P	P	P		

Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Ambulatory Health Care Services	621					P	P	P			
Except: Outpatient Mental Health and Substance Abuse Centers	62142						P	S			
Hospitals	622	S				P	P	P			
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Except: Psychiatric and Substance Abuse Hospitals	6222							S			
Except: Outpatient Mental Health and Substance Abuse Hospitals	62142						S	S			
Nursing and Residential Care Facilities	623	S	S			P	P	P			
Except: Residential Mental Retardation, Mental Health & Substance Abuse Facilities	6232	S						S			
Social Assistance	624	S				P	P	P			
Vocational Rehabilitation Services	6243						P	P	P	P	
Sector 71: ARTS, ENTERTAINMENT, AND RECREATION											
Performing Arts Companies	7111	S				P	P				
Spectator Sports	7112	S					P		P		
Promoters of Performing Arts, Sports and Similar Events	7113	S				S	S				
Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	7114					P	P	P			
Museums, Historical Sites and Similar Institutions	712	S				P	P	P			
Amusement and Theme Parks	713110	S				S	S				
Amusement Arcades	713120						P				
Golf Courses and Country Clubs	713910	S	PM			P					
Fitness & Recreational Sports Centers	713940	S				P	P	P	P		
Bowling Centers	71395					P	P	P	P		

All Other Amusement & Recreation Industries	71399	S				P	P		P		
Aviation Clubs, Recreational	713990	S	S			P	P		P		
Canoeing, Recreational	713990	S	S			P	P		P		
Fishing Clubs, Recreational	713990	S	S			P	P		P		
Flying Clubs, Recreational	713990	S	S			P	P		P		
Guide Services (i.e. Fishing, Hunting, Tourist)	713990	S	S			P	P		P		
Horse Riding, Recreational	713990	P	S								
Outdoor Shooting Ranges	713990	S									
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 72: ACCOMMODATIONS AND FOOD SERVICES											
Hotels and Motels	72111					P	D	D			
Bed and Breakfast Inns	721191	S	S		S	P	P				
All Other Traveler Accommodation	721199	S	S		S	P	P				
RV Parks and Recreational Camps	7212	SD					SD				
Recreational and Vacation Camps	721214	S									S
Rooming and Boarding Houses	721310	S				P	P				
Full Service Restaurants	7221	S				P	P	P	P	P	
Limited Service Eating Places	7222	S				P	P	P	P	P	
Special Food Services	7223	S				P	P	P	P	P	
Drinking Places (Alcoholic Beverages)	7224	S				P	P				
Sector 81: OTHER SERVICES, EXCEPT PUBLIC ADMINISTRATION											
Automotive Repair and Maintenance	8111	S					P		P	P	
Electronic and Precision Equipment Repair and Maintenance	8112	S					P	P	P	P	
Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	8113								P	P	
Personal and Household Goods Repair and Maintenance	8114	S				P	P	P	P	P	

Personal Care Services	8121	P	S			P	P	P	P		
Funeral Homes and Funeral Services	81221	S					P	P	P	P	
Cemeteries and Crematories Except: Private Cemetery	81222	S	S			S	S	S	S	S	
Coin Operated Laundries and Drycleaners	812310	P				P	P				
Dry-cleaning and Laundry Services	812320	S				P	P		P	P	
Linen & Uniform Supply	81233								P	P	
Other Personal Services	8129	S				P	P	P	P		
Pet Care Services	812910	D					D		D	D	
Religious Organizations	8131	P	S			P	P	P	P		
Grant making and Giving Services	8132					P	P	P	P		
Social Advocacy Organizations	8133					P	P	P	P		
Civic and Social Organizations	813410	S	S			P	P	P			
Business, Professional, Labor, Political and Similar Organizations	8139					P	P	P	P		
Public Administration	92	P	P	P	P	P	P	P	P	P	
			Zoning Districts								
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
MISCELLANEOUS USES											
Adult and Sexually Oriented Businesses									S	S	
Adult Retail									S	S	
Bona fide Farm Purposes		D	D	D	D	D	D	D	D	D	D
Child Care Center		P	S			S	P	P			
Community Boating Facility		SD	SD	SD	SD	SD					
Community Boating Facility in conjunction with a Master Development Plan		SD	PMD	PMD	PMD	PMD					
Disaster Volunteer Housing		D	D	D	D	D	D	D	D	D	
Family Care Home		D	D	D	D	D					
Family Child Care Home		P	P			P	P	P			
Industrial Park										SD	
Marina (Commercial)		SD	PMD			PMD					
Portable Storage Containers		D	D	D	D	D	D	D	D	D	
Private Cemetery less than 6,000 sq. ft.		D	D				D	D	D		

Private Cemetery 6,000 sq. ft. and larger		S	S				S	S	S		
Public Parks		P	P	P	P	P	P	P	P	P	
Private Residential Boating Facility		D	D	D	D	D					
Salvage Operations		S								D	
Storage of Merchandise, Materials or Equipment On Site Inside or Outside An Enclosed Building, Excluding Salvage		S							P	P	
Storage of boats and watercraft outdoors or on dry stack structures							S				
Sweepstakes Center							SD		SD	SD	
Telecommunication Facilities		SD	SD			SD	SD	SD	SD	SD	
Telecommunication Facilities – Public Safety		SD	SD			SD	SD	SD	SD	SD	
Temporary Manufactured Homes		P	P			P					
Temporary Modular/Manufactured Offices						P	P	P	P	P	
Temporary Fruit & Vegetable Stands		P	P								
Temporary Buildings for Construction or Development		D	D	D	D	D	D	D	D	D	
Temporary Events		D					D	D	D	D	

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Greg Feldman
DATE:	July 11, 2022
SUBJECT:	Special Use Permit 2022-33

SUMMARY:
Booth & Associates, applicant, on behalf of Four County Electric Membership Corporation, owner, is requesting approval of a Special Use Permit for the construction and operation of a utility substation facility with associated equipment. The subject property consists of approximately 8.43 acres zoned RA, Rural Agriculture, is located on Island Creek Road in the Topsail Township and may be further identified by Pender County PIN 3262-78-4633-0000.

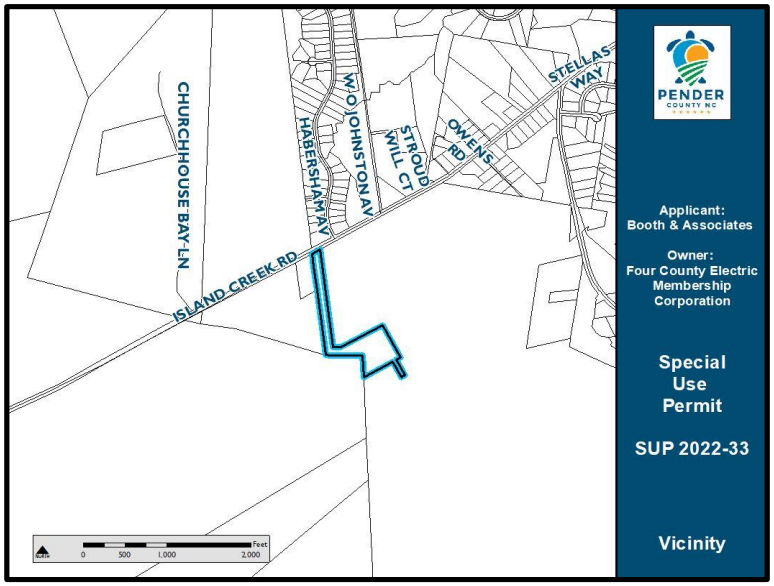
ACTION REQUESTED:
To hold a public hearing and consider the Special Use Permit request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Site Plan
5. UDO SUP General Provisions

STAFF REPORT FOR SUP 2022-33
SPECIAL USE PERMIT APPLICATION

APPLICATION SUMMARY	
Case Number	SUP 2022-33
Hearing Dates	July 11, 2022 Board of Commissioners
Applicant	Booth & Associates
Property Owner(s)	Four County Electric Membership Corporation
Parcel Identification Number	3262-78-4633-0000
Acreage	±8.43
Township	Topsail
Zoning District	RA, Rural Agricultural
Pender 2.0 Future Land Use Category	Medium Density Residential

SPECIAL USE PERMIT PROPOSAL
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.
LOCATION
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.

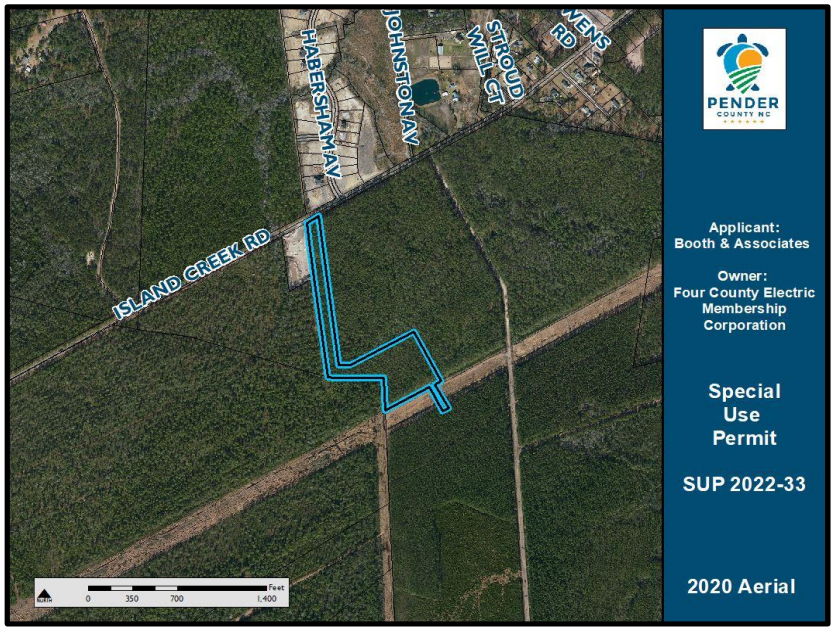


SPECIAL USE PERMIT PROPOSAL

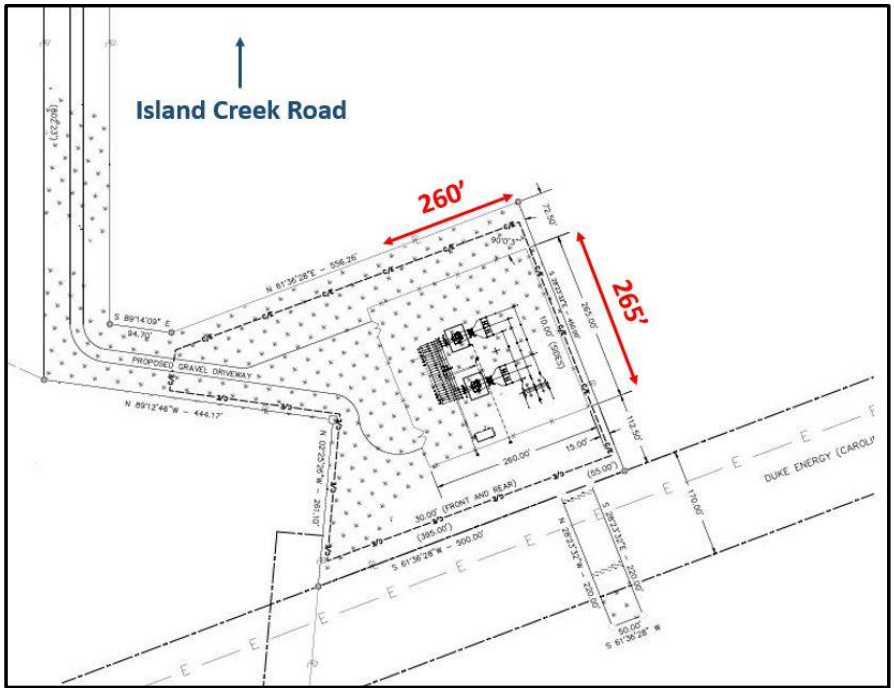
The applicant is seeking to obtain a Special Use Permit for Electric Bulk Power Transmission & Control to construct a substation facility within a 265' by 260' project boundary area. According to the applicant's submitted narrative, the facility would consist of steel structure members, transmission 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.

The applicant has also submitted a Major Site Development Application, which is currently in the process of being reviewed by Pender County's Technical Review Committee (TRC). As illustrated on the submitted site plan below, the proposed substation will be located on the southern portion of the property. Prior to issuance of final zoning approval, the site development plan must be approved in accordance with all applicable provisions of the Pender County Unified Development Ordinance. Furthermore, the proposal is subject to all other applicable federal, state, and local permits and approvals.

Below: Aerial Map



Below: Applicant's Site Plan with Staff Mark-Up



Hours of Operation
According to the applicant's narrative, the proposed substation will be in operation 24 hours a day and will not require the presence of employees.

Access
The site is proposed to be accessed from Island Creek Road (SR 1002), through a proposed 20' wide and ±1,765' long gravel driveway. Being that Island Creek Road is a publicly maintained right-of-way, the applicant will be required to obtain a driveway permit from the North Carolina Department of Transportation (NCDOT).

Traffic
The Pender County UDO requires a Traffic Impact Analysis when a development generates more than 100 trips in the morning or evening peak hours and over 1,000 trips per day. As proposed, this development would not require a TIA as it is an unstaffed site with no daily traffic. Traffic standards will be further evaluated during the major site review process to ensure compliance with the UDO.

Parking
As the site will be unstaffed, no parking minimum will be required.

Landscaping and Buffers

All landscape and buffers are to be approved in accordance with Article 8, Landscaping and Buffering and Section 5.3.12.F.2.G., Miscellaneous Uses, Telecommunication Facilities, and Section 8.2.2, Location, of the Pender County Unified Development Ordinance (UDO). With the site's wooded nature, existing vegetation may be counted toward total landscaping requirements when in accordance section 8.1.5 of the UDO. Supplemental plantings shall be required as needed.

Required Buffers	
Buffer Type	**Location of Buffer**
Type C	Along the perimeter of parcel or project boundary

Signage

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

Site Lighting

Any proposed lighting shall be in accordance with Section 7.11, Outdoor Lighting, of the Pender County UDO.

Utilities

The applicant has indicated within their submitted narrative that the site will not require utilities beyond what Four County EMC will provide for itself.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property contain characteristics of wetlands[2, 3]. The location of any wetlands will be verified during the site development plan review process, and any development within these wetlands is subject to review and approval from the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

PUBLIC NOTICE

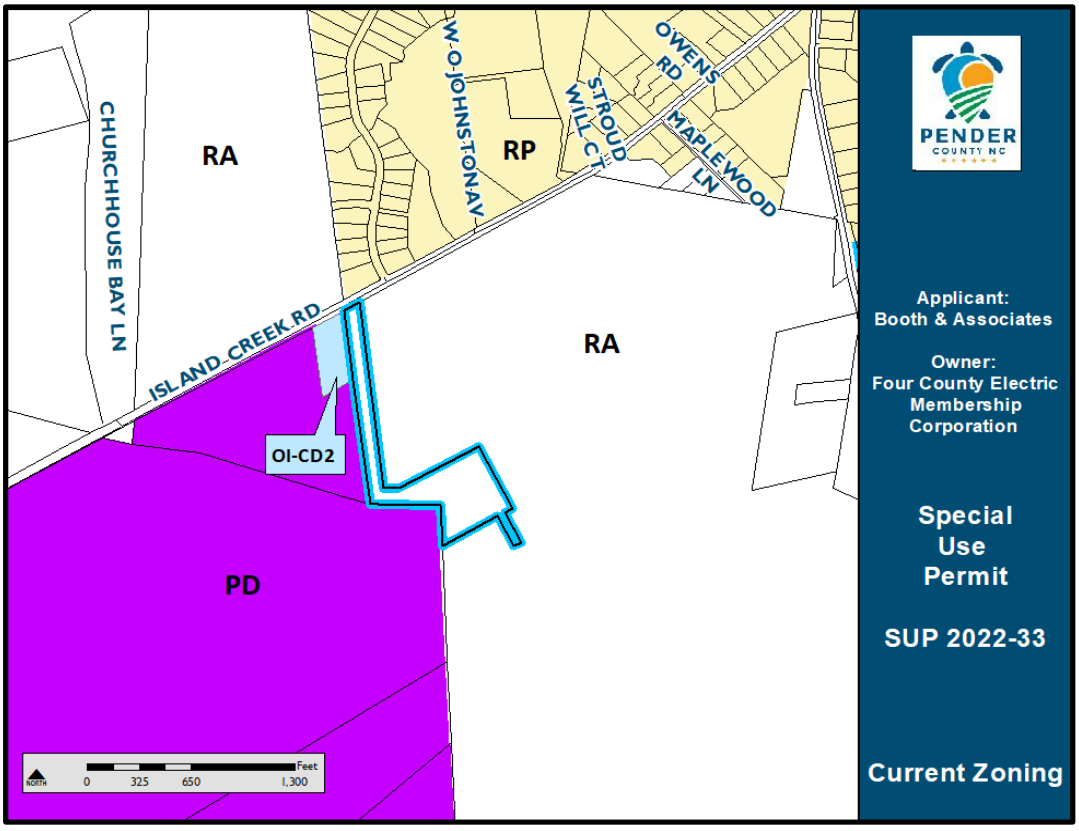
Public Notice for the Special Use Permit request has been advertised in the Pender-Topsail Post and Voice. In addition, all adjacent property owners within 500' of the proposed development have been given written notice of this request and a public notice sign has been placed on the subject site.

EVALUATION

Basis for Granting SUP

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

Below: Zoning Map of the Area



Unified Development Ordinance Compliance

The subject property is zoned RA, Rural Agricultural zoning district. The Rural Agricultural district is intended to allow for very low-density residential development (minimum of 1 du/ac), as well as limited non-residential uses, in rural areas adjacent to agricultural operations.

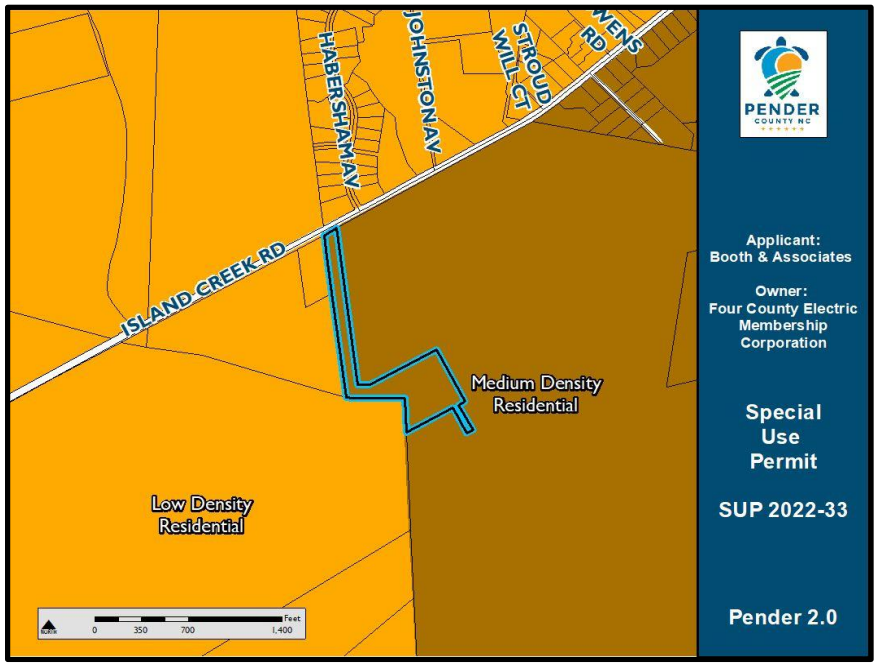
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 22: Utilities											
Electric Bulk Power Transmission & Control	221121	S	S	S	S	S	S	S	P	P	

CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential (Wylie Branch Subdivision), Vacant	RP, Residential Performance
East	Pender EMS and Fire Station 28, Vacant	OI – CD2, Office and Institutional Conditional District 2 & PD, Planned Development
South	Undeveloped	RA, Rural Agricultural
West	Undeveloped	RA, Rural Agricultural

Pender County 2.0: Comprehensive Land Use Plan Compliance

The subject property is classified as Medium Density Residential in the Pender 2.0 Comprehensive Land Use Plan's Future Land Use Map. Pender 2.0 provides that medium density residential uses are vital to supporting Pender County's growing population by strategically locating more dense residential development in areas that will not create conflicts with existing neighborhoods. These uses are located in close proximity to supporting services and a mixture of development types and are generally found in the southern portion of the County. Appropriate uses include single-family residences, duplexes, townhomes, community recreation and open space uses, and neighborhood-scale institutional uses such as religious and civic organizations. Townhomes may be suitable when proposed as part of a master planned community whereby the dimensional requirements and uses forming the outer boundary of the community are compatible with the adjacent properties or permissible uses. Clustering of new residential communities is encouraged. Planned communities may also include well-integrated neighborhood-scale commercial, and office uses. Industrial and manufacturing uses, and commercial and office uses not located within a planned community, are inappropriate.

Below: Future Land Use Map of the Area



The proposed use is inconsistent with the Pender 2.0 Future Land Use Plan Map as industrial and manufacturing uses, and commercial and office uses not located within a planned community, are inappropriate within the Medium Density Residential future land use category.

The proposed project is also inconsistent with the following policy within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.EE:** Rural Land Use Patterns: The County supports the rural residential and agricultural land use patterns as they currently exist throughout much of the County and as depicted on the future land use map.

Though the proposal is inconsistent with the Future Land Use Plan Map and the policy above, the proposed project was found to be consistent with the following policy within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.K: Commercial Development:** The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.

PROPOSED CONDITIONS

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

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The obligations imposed by this permit will be the responsibility of the property owner and shall continue in effect for the duration of this permit.
3. The applicant shall meet all other local, state, and federal regulations.
4. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in the pursuit of revocation actions pursuant to N.C.G.S. 160D-403(f), if not corrected within 30 days of receipt of the notice of violation.
5. Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant.

Pender County
Planning and Community Development

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

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

Special Use Permit Submission

Applications will be considered for the Board of County Commissioners hearing and reviewed by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

1. ____ **Pre-submittal Meeting**
   Date of Meeting ____
2. ✓ **Signed Application**
3. ____ **Payment**
   $300 for the first 5 acres; $10 per acre over 5 acres of the project area
4. ✓ **Site Plan**
   All Site Plans submitted must be in accordance with Section 3.12.2 of the Unified Development Ordinance.
5. ✓ **Digital Submission**
   For all documents submitted in paper copy, bring a digital copy with paper submission.
6. ✓ **Adjacent Property List**
   The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500-feet of the perimeter of the project bounds along of the property under consideration.
7. ____ **Adjacent Property Envelopes**
   The applicant shall provide one (1) set of #10 envelopes with typed addresses to each person on the owners of all properties located within 500-feet of the perimeter of the project bounds and accompanied with the required amount for *first class postage*.
8. ✓ **Project Narrative**
   A description of the proposed Special Use Permit including response to the standards set forth in Section 3.12.3.G of the Unified Development Ordinance.

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

Signature of Applicant B Eddy Date 5/18/2022

Printed Name BRIANA EDDY

Staff Initials: BS
Date: 6/3/22

Special Use Permit Specific Requirements

1. Project Narrative--Written description of the project (max of 3 pages) including the following:

- Location of the project and type of access to project site
- Detailed description of the activities to be undertaken on the site, including hrs. of operation, # of employees, etc.
- Description of all construction activities to be undertaken on the site
- Describe type of utilities that will serve project and status of approval from applicable providers
- List of all state and federal permits that will be required for the project
- Applicant must specifically address the 8 written findings for Special Use Permit approval which are identified on page 1 of this application and in the Pender County Unified Development Ordinance (Section 3.12.3.G.). Describe any potential impacts the project will have on the community or adjacent properties such as traffic, noise, etc. and explain efforts to mitigate these impacts. The applicant may also wish to describe any positive benefits the project will provide for the community and/or neighbors of the project.

2. Project Map(s)--Map or maps of the special use project site with boundaries of the project if less than the parcel boundaries. This map or maps shall be drawn to a readable scale. The scale shall be not more than 200' to the inch. The map shall display an accurate bar graph scale, date prepared, north arrow and the author of the map. This map(s) shall show the following:

- Structures. Location of all structures within fifty (50) feet of the property; location and depth, if known, of any existing utility lines in the property or along any adjacent road.
- Location of property boundaries, location of any easements for utility lines or passage which cross or occupy any portion of the property for proposed lines;
- Name, address, tax map number, acreage, zoning, township and means of access to the site (road or recorded access easement);
- Location and status of utilities: water, sewer, well, septic system, method of solid waste disposal, electrical service and natural gas if available;
- Existing topography and all proposed changes. Include calculations to show total acreage of area to be graded or disturbed;
- Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
- Existing and proposed structures and on-site improvements;
- Existing and proposed fencing, vegetative screening and buffering;
- Existing and proposed signs, lighting, landscaping, walks, parking and drives;
- Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

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Planning Division
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SPECIAL USE PERMIT APPLICATION

GENERAL

1. An applicant shall be required to schedule a pre-submittal meeting with the Administrator at least thirty (30) days prior to submission of an application.
2. Any information the applicant wishes to submit to assist in making the above findings may be included as part of the Project Narrative or as a supplement labeled "Support Information-Required Findings" (max. 1 page).
3. Where construction, location or relocation is proposed to be done upon a residence, place of business or place of public assembly, no permit required for electrical, plumbing, heating, air conditioning or other construction, *location or relocation activity under any provision of general or special law* shall be issued until an authorization for wastewater system construction has been issued under G.S. 130A-336 or authorization has been obtained under G.S. 130A-337(c).

APPROVAL STANDARDS

The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1. The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3. The proposed use shall not constitute a nuisance or hazard;
4. The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5. Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8. The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP 2022-33	**Date**	6/3/2022
Application Fee	$ 334.30	**Invoice Number**	00026749
Pre-Application Conference	N/A	**Hearing Date**	7/11/2022

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	Briana Eddy	**Owner's Name:**	Four County Electric Membership Corporation Gregg Cohn, VP of Engineering
Applicant's Address:	2300 Rexwoods Drive, Suite 300	**Owner's Address:**	1822 NC Hwy 53W
City, State, & Zip	Raleigh NC 27607	**City, State, & Zip**	Burgaw, NC 28425
Phone Number:	919-218-1652	**Phone Number:**	910-259-1852
Email Address:	eddybd@booth-assoc.com	**Email Address:**	GreggCohn@fourcty.org
Legal relationship of applicant to landowner:			

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	3262-78-4633-0000	**Total property acreage:**	8.43		
Zoning Classification:	RP	**Acreage to be disturbed:**	8.43		
Water Provider:	N/A	**Wastewater Provider:**	N/A		
Project Address:	Island Creek Road			**NAICS Code:**	221121
Description of Project Location:	EMC Substation Site				
Describe activities to be undertaken on project site:	Transmission Point-of-Delivery, Substation to step down Transmission voltage to Distribution voltage				

SECTION 3: SIGNATURES

Applicant's Signature	Briana Eddy	**Date:**	5/18/2022
Applicant's Printed Name:	BRIANA EDDY	**Date:**	5/18/2022
Owner's Signature		**Date:**	5/10/2022
Owner's Printed Name:	GREGG A COHN	**Date:**	5/16/2022

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.

Project Narrative – Hampstead Substation and POD

Four County Electric Membership Corporation (FCEMC) seeks to develop an electrical Point of Delivery (POD) and Substation on the south side of State Road 1002 – Island Creek Road, approximately 5 miles west of Hampstead. Most of the developed site will be adjacent to an existing 230 kV transmission line owned by Duke Energy Progress (DEP) and will not be adjacent to the State Road. Site access shall be from a proposed 20 foot wide, 1,765± foot long gravel driveway between the State Road and the location of the POD and substation.

The POD/Substation will take delivery of transmission voltage from DEP and step it down to distribution voltage to meet requirements of FCEMC in the vicinity. This operation will be ongoing 24 hours a day using electrical structures and equipment and secured by several measures, including fencing designed to keep out unauthorized personnel. Except for occasional routine maintenance, the site will not require the regular presence of employees.

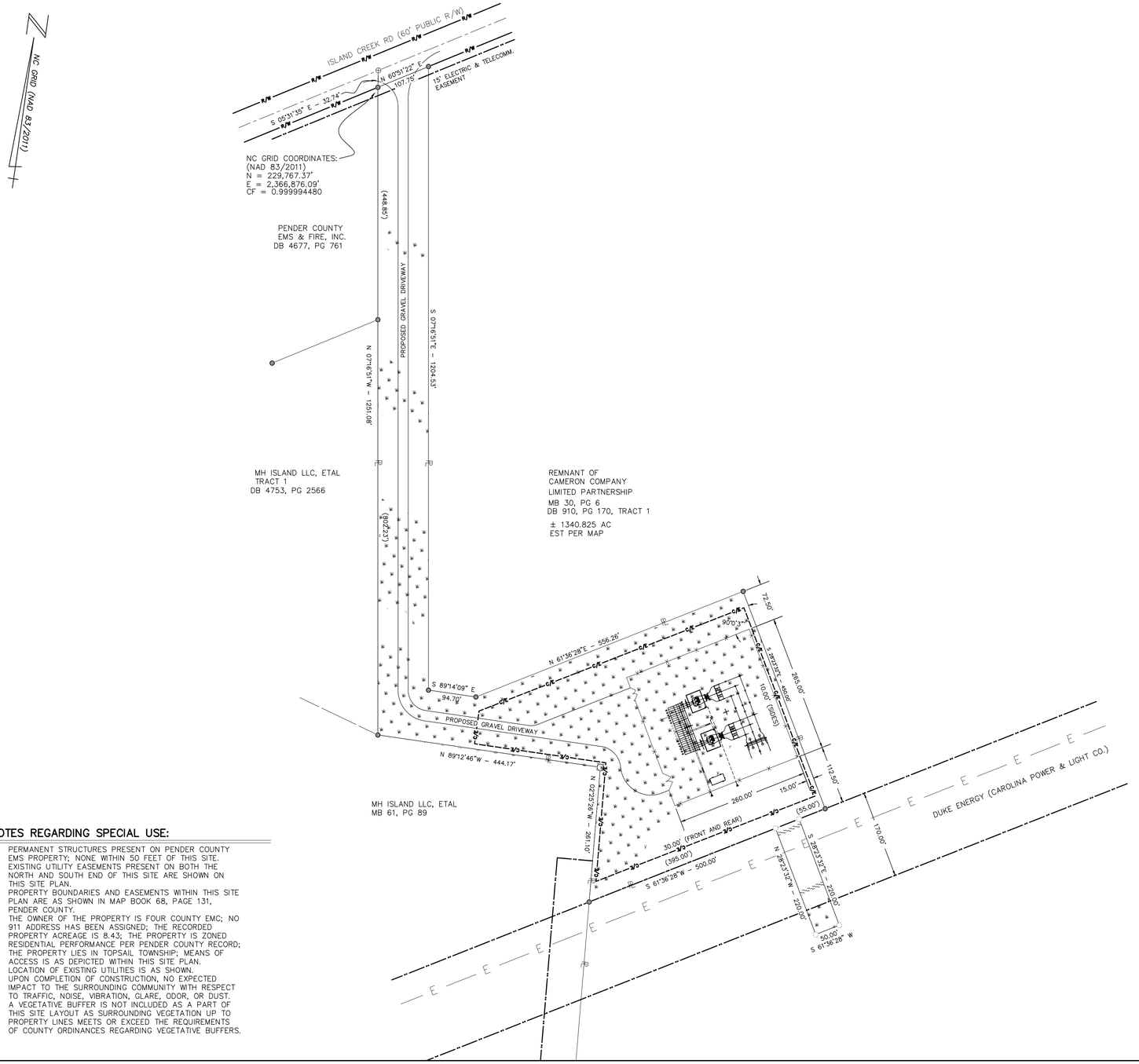
The construction required to develop this 8.5± acre site will include the complete clearing of trees and other vegetation and the installation of sedimentation and erosion control measures. Construction continues with grading of the driveway corridor mentioned above and the "pad" where the substation structures and equipment will ultimately be placed. Upon completion of grading activities, construction continues with installation of concrete foundations, steel structural members, transmission and distribution power poles and conductor, and the various high voltage equipment needed for function of the substation. Underground cables will carry the distribution voltage back to the State Road and ultimately connect with existing FCEMC power lines.

The site will not require utilities beyond what FCEMC will provide for itself.

The following table lists the anticipated permits needed for site construction:

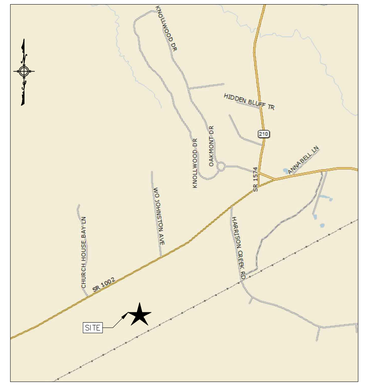
Authority	Permit
Pender County	Special Use
Pender County	Major Site Development
North Carolina -- Department of Environmental Quality (DEQ), Division of Coastal Management	Wetland Mitigation Credits
North Carolina -- DEQ	Construction General Permit
North Carolina -- DEQ	National Pollutant Discharge Elimination System
North Carolina -- DEQ	Stormwater Permit
North Carolina – Department of Transportation	Driveway
US Army Corp of Engineers (USACE)	US Waters determination
USACE	Preconstruction Joint Use Application 401/404

The requested use of this site as described above is listed among the special uses allowed for the Site's district with respect to utilities. The developed site will not impair the integrity or character of the surrounding and adjoining district, as it is 8.5± acres well away from the public road, subdivided from <1,300 wooded acres. As previously mentioned, the developed site will be unstaffed and secure, posing no threat to the public's safety, health, morals, and welfare. Electrical Substations such as proposed are designed and secured to not constitute a nuisance or hazard.



NOTES REGARDING SPECIAL USE:

- PERMANENT STRUCTURES PRESENT ON PENDER COUNTY EMS PROPERTY; NONE WITHIN 50 FEET OF THIS SITE. EXISTING UTILITY EASEMENTS PRESENT ON BOTH THE NORTH AND SOUTH END OF THIS SITE ARE SHOWN ON THIS SITE PLAN.
- PROPERTY BOUNDARIES AND EASEMENTS WITHIN THIS SITE PLAN ARE AS SHOWN IN MAP BOOK 68, PAGE 131, PENDER COUNTY.
- THE OWNER OF THE PROPERTY IS FOUR COUNTY EMC; NO 911 ADDRESS HAS BEEN ASSIGNED; THE RECORDED PROPERTY ACREAGE IS 8.43; THE PROPERTY IS ZONED RESIDENTIAL PERFORMANCE PER PENDER COUNTY RECORD; THE PROPERTY LIES IN TOPSAIL TOWNSHIP; MEANS OF ACCESS IS AS DEPICTED WITHIN THIS SITE PLAN.
- LOCATION OF EXISTING UTILITIES IS AS SHOWN.
- UPON COMPLETION OF CONSTRUCTION, NO EXPECTED IMPACT TO THE SURROUNDING COMMUNITY WITH RESPECT TO TRAFFIC, NOISE, VIBRATION, GLARE, ODOR, OR DUST.
- A VEGETATIVE BUFFER IS NOT INCLUDED AS A PART OF THIS SITE LAYOUT AS SURROUNDING VEGETATION UP TO PROPERTY LINES MEETS OR EXCEED THE REQUIREMENTS OF COUNTY ORDINANCES REGARDING VEGETATIVE BUFFERS.



VICINITY MAP
PENDER COUNTY, HAMPSTEAD, NC

SCALE: 1"=2000'

NOTES:

1. PROPERTY BOUNDARY, ROAD LOCATION AND UTILITY EASEMENTS TAKEN FROM INFORMATION FOUND IN MAP BOOK 68, PAGE 131, PENDER COUNTY AND ARE NOT THE RESULT OF A SITE SURVEY BY BOOTH & ASSOCIATES, LLC.
2. POTENTIAL WATERS OF THE U.S. (DITCHES, WETLANDS) IDENTIFIED BY CZR ENVIRONMENTAL CONSULTANTS 20 DECEMBER, 2021. LOCATIONS OF SAME WITHIN THIS DRAWING ARE NOT THE RESULT OF A SITE SURVEY BY BOOTH & ASSOCIATES, LLC.
3. ENGINEER OF RECORD FOR THIS DRAWING CERTIFIES ONLY THE LOCATION OF THE DUKE ENERGY TRANSMISSION LINE TAP, THE PROPOSED POINT-OF-DELIVERY STATION, AND THE DRIVEWAY FROM THE STATION TO THE PUBLIC ROAD.

REFERENCE:

SITE PLAN	30602	S1
SECTIONS	30602	GA2 – GA7
DETAILS	30602	GA8
FOUNDATION PLAN	30602	FP1 OF 1
GROUNDING PLAN & DETAILS	30602	G1,G2
CONDUIT PLAN & DETAILS	30602	C1,C3

LEGEND

- IRON PROPERTY MONUMENT
- CONCRETE PROPERTY MONUMENT
- CALCULATED POINT, NO PROPERTY MONUMENT
- MAGNETIC NAIL PROPERTY MONUMENT
- APPARENT ROAD CENTERLINE
- APPARENT ROAD RIGHT-OF-WAY
- PROPERTY LINE
- MINIMUM BUILDING SETBACK LINE
- PROPOSED CHAIN LINK FENCE
- UTILITY EASEMENT MARGIN
- EXISTING ELECTRIC TRANSMISSION CENTERLINE
- POTENTIAL U.S. JURISDICTIONAL WATERS – WETLAND
- POTENTIAL U.S. JURISDICTIONAL WATERS – DITCH

100 50 25 0 100
1"= 100'

Four County Electric Membership Corporation
A Touchstone Energy Cooperative

Booth & Associates
5811 Glenwood Avenue, Raleigh NC 27612
NC# 0253

PRELIMINARY – DO NOT USE FOR CONSTRUCTION

© 05/2022

NO.	REVISIONS	ENG.	DATE
A	ISSUED FOR CLIENT REVIEW	RSY	05/06/2022

PROJECT NAME: HAMPSTEAD POD SUBSTATION

DRAWING TITLE: SITE PLAN

DRAWN BY:	MEC
CHECKED BY:	BDE
APPROVED BY:	RSY
DATE:	05/18/22
SCALE:	AS SHOWN
FILE NUMBER:	30602SP
SHEET:	SP1

7) Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
8) Existing and proposed structures and on-site improvements;
9) Existing and proposed fencing, vegetative screening and buffering;
10) Existing and proposed signs, lighting, landscaping, walks, parking and drives;
11) Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

3.12.3 Procedures for Reviewing Applications

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.

B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.

C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.

D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.

E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.

F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3) The proposed use shall not constitute a nuisance or hazard;
4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.
2) That the use for which such approval was granted is not being executed.
3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
5) That the permit granted is in violation of an Ordinance or Statute.
6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.

D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.

E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

1) Such conditions may include a time limitation.
2) Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".