



Pender County

Agenda

**Board of County Commissioners Meeting
 Tuesday, January 16, 2024 @ 4:00 PM
 Hampstead Annex Auditorium
 15060 Highway 17, Hampstead, NC**

	Presenter	Page
1. CALL TO ORDER		
2. INVOCATION		
3. PLEDGE OF ALLEGIANCE		
4. ADOPTION OF AGENDA		
5. PUBLIC HEARING		
6. PUBLIC INFORMATION		
6.1. NC Cooperative Extension - Consumer Horticulture Program Consumer Horticulture Program - Pdf	Boone	3 - 22
7. PUBLIC COMMENT FOR AGENDA ITEMS		
8. CONSENT AGENDA		
8.1. Refund/Release Requests for items meeting NC G.S 105-381 Refund and Release Requests - Pdf	Radke	23 - 24
8.2. Interlocal Agreement with Town of Surf City on Sewer Service Interlocal Agreement with Town of Surf City on Sewer Service - Pdf	Colon	25 - 45
8.3. Approval of Budget Amendment for the transfer of revenue funds Approval of Budget Amendment - Pdf	Batson	47 - 57
8.4. Approval of Minutes of January 2, 2024 January 2, 2024, minutes - Pdf	Stanfield	59 - 66
9. APPROVALS AND RESOLUTIONS		
9.1. Resolution of Support for MyFutureNC MyFutureNC - Pdf	Blount	67 - 89
9.2. Approval of FY 2024 North Carolina 911 Grant Award in the amount of \$2,548,628.00 and Budget Ordinance Amendment. FY NC 911 Grant Award - Pdf	Cutler	91 - 114
9.3. Request to enter into a contract agreement with Sungate Design Group, P.A. to provide stormwater review services Stormwater Contract - Pdf	Adams	115 - 147
9.4. Resolution Establishing the Board of Equalization and Review Board of Equalization and Review - Pdf	Radke	149 - 150
9.5. Approval of a PO for Website Creation and Support in the amount of \$51,498.01 Approval of PO - Pdf	Cobb	151 - 162

10.	DISCUSSION		
11.	APPOINTMENTS		
11.1.	Reappointment to the Library Advisory Board Reappointment to the LAB - Pdf	Stanfield	163 - 165
12.	MAPLE HILL WATER AND SEWER DISTRICT		
13.	ROCKY POINT WATER AND SEWER DISTRICT		
14.	SCOTTS HILL WATER AND SEWER DISTRICT		
15.	MOORES CREEK WATER AND SEWER DISTRICT		
16.	CENTRAL PENDER WATER AND SEWER DISTRICT		
17.	PENDER COUNTY BOARD OF HEALTH		
18.	SOCIAL SERVICES BOARD		
19.	PUBLIC COMMENT		
20.	ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS		
21.	CLOSED SESSION (IF APPLICABLE).		
22.	7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS		
22.1.	REZONE 2023-47 CZMA: Request to revise a Conditional Zoning Map Amendment for the Falls Mist Development REZONE 2023-47-R - Pdf	Adams	167 - 198
22.2.	REZONE 2023-57: Request to rezone three parcels totaling approximately 59 acres from the RA, Rural Agricultural, zoning district to the CZ-4, Conditional Zoning District 4, in the Grady Township REZONE 2023-57 - Pdf	Adams	199 - 254
23.	ADJOURNMENT		



Pender County NC Cooperative Extension - Consumer Horticulture Program Report

TO: Board of County Commissioners
FROM: Tiffanee Boone
DATE: January 16, 2024
SUBJECT: NC Cooperative Extension - Consumer Horticulture Program

SUMMARY:

The NC Cooperative Extension - Consumer Horticulture Program serves homeowners across the county by answering questions about weed, pest and insect management. In addition, the Agent coordinates the county's Extension Master Gardener Volunteer Program, with more than 80 active members. These volunteers help with home landscape education and outreach as well as volunteer time to maintain the garden space around the Pender County Ag Building, the Burgaw and Hampstead Libraries and garden space at Poplar Grove Plantation.

ACTION REQUESTED:

None

Horticulture & Local Foods Program

By: Tiffanee Boone

Pender County Horticulture & Local Foods Agent



NC STATE EXTENSION

Master Gardener | Pender County

Our Mission

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To share practical education you can trust to help people and communities solve gardening problems, gain knowledge, and develop skills to maintain a healthy world.

Impacts: Last year, the EMGV and I reached **171,179** people.



Extension Master Gardener Volunteer (EMGV) Program

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- Volunteer Program!
 - Not just a gardening course!
- Focus: Gardening Education – Trained volunteers extend the reach of the local Extension staff
- 76 EMGV's in Pender County

Master Gardener Volunteers

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- Assist with educational programs throughout the county, extending the reach of local staff by providing research-based information to home gardeners
- Part of the volunteer staff of NC State University.



NC Cooperative Extension provides practical education you can trust

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- research based and non-biased
- To help people, businesses, and communities
- Solve problems, develop skills, and build a better future



Intern Training

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- 2024 training every Wednesday from 9-noon
- 17 Classes
- Lectures, hands-on activities, and field trips.



Many Volunteer Opportunities

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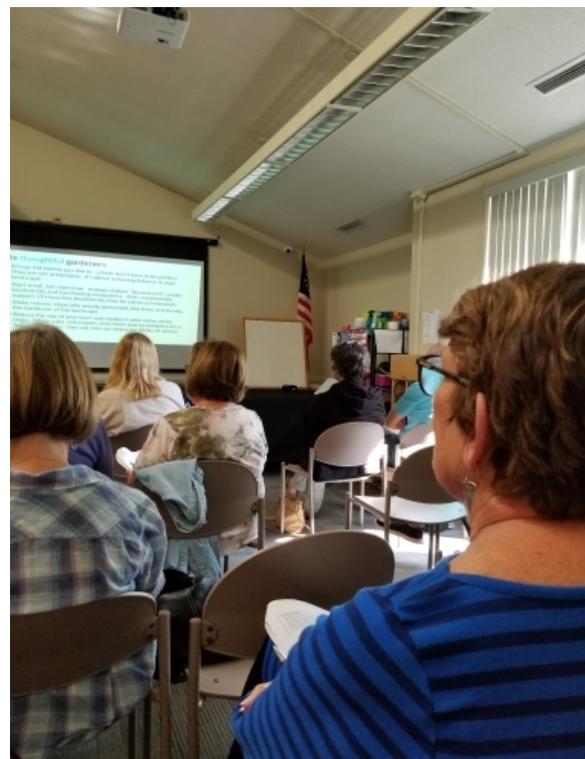
- Speaker Bureau
- School Outreach
- Plant Sales
- Ask a Master Gardener Booth
- Demonstration Teaching Gardens
- Social Media
- Master Gardener Association Management Teams & Committees Fund Development Projects



Speakers Bureau

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- Think Before You Plant
- Composting
- Pollinators
- Soils
- Lawn Care
- Weed Identification
- Plant This Instead
- Propagation Workshop
- Deer Resistant Plants
- Container Gardening



Ask an Extension Master Gardener Booth

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- Poplar Grove Herb and Garden Fair
- Spring Plant Sale
- Johnson's Nursery Fall and Spring Fest
- Fall Plant Sale
- Farmer's Markets



School Outreach

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Pender County Schools

- 1st and 3rd grade classes
- 1 hour/month
- 20 EMG Volunteers
- Added a class for students with special needs this year



Demonstration Teaching Gardens

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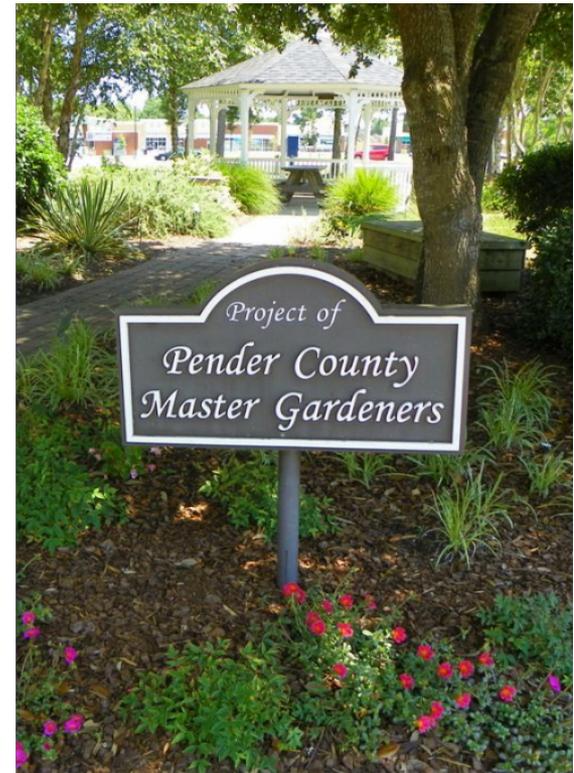
- Pender County Cooperative Extension Office 801 South Walker Street Burgaw, NC 28425



Hampstead Library

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Hampstead Library
17135 US Highway 17N
Hampstead, NC 28443



Burgaw Library

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Burgaw Library
103 S Cowan St
Burgaw, NC 28425



Poplar Grove

Poplar Grove
10200 US 17
Wilmington, NC

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Plant Sales

- Spring Plant Sale
- April 12 & 13
- At the Extension Office
- Fall Plant Sale is at Poplar Grove during Goosebumps in the Grove.

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Grants and Scholarships

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Making of the Greens



Education & Field Trips



Special Projects

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Special Projects

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North Carolina Cooperative Extension Pender County Center 801 S. Walker St., Burgaw (910) 259-1235

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- Visit <http://pender.ces.ncsu.edu>
- Follow us on Facebook: NC State Extension Master Gardener Volunteers, Pender County
- And NC Cooperative Extension-
Pender County





**Pender County
Refund/Release Requests for items
meeting NC G.S 105-381**

TO: Board of County Commissioners
FROM: Melissa Radke
DATE: January 16, 2024
SUBJECT: Refund/Release Requests for items meeting NC G.S 105-381

SUMMARY:

The attached spreadsheet shows all requested releases. All meet the statutory requirements of NC G.S. 105-381 and have back up to show proof if needed. It is the recommendation of the Tax Administrator to approve these releases as stated in the attached spreadsheet.

ACTION REQUESTED:

Approve the attached releases as recommended by the Tax Administrator.

Pender County BOCC Meeting January 16, 2024
Releases Over \$100

Property to be released	Value to be released	\$ to be released	Tax year to be released	Reason for release	Recommendation
Boat	10,416	\$105.98		2023 Boat not owned as of 1-1-23; Situs not in Pender	Approve
BPP	169,122	\$1,720.82		2023 Business Sold - Old business never closed out the listing; New business listed; Assets double listed as result	Approve
BPP	43,511	\$397.26		2023 Business Closed in 2021; Business just informed the office and provided documentation of closing	Approve
BPP	51,357	\$416.64		2022 Business Closed in 2021; Business just informed the office and provided documentation of closing	Approve
Mobile Home	32,401	\$284.16		2023 Mobile Home duplicated on two accounts; Release SW \$200 fee as well	Approve
Real Property	15,525	\$130.03		2022 1.3 ac parcel double listed - Parcel should have been deactivated in 2022	Approve
Real Property	15,525	\$144.39		2023 1.3 ac parcel double listed - Parcel should have been deactivated in 2022	Approve



Pender County Interlocal Agreement with Town of Surf City on Sewer Service

TO: Board of County Commissioners
FROM: Anthony Colon
DATE: January 16, 2024
SUBJECT: Interlocal Agreement with Town of Surf City on Sewer Service

SUMMARY:

The Town of Surf City recently contacted County Staff to request that the County make an agreement with the Town regarding sewer service in and around the Town of Surf City. The Town is seeking funding to expand its system and it is advantageous to the funding process that the Town has assurances from the County that the County will not provide sewer service in and around the Town of Surf City. The staff of the Town of Surf City and of Pender County have negotiated and agreed to present the attached Interlocal Agreement for the Operation of Wastewater Collection Systems to the respective governing boards of the Town and the County to accomplish this goal.

Pender County Utilities currently does not provide sewer service in or around the Town of Surf City and has no plans to do so in the foreseeable future. Pender County Utilities is, therefore, supportive of making this agreement with the Town of Surf City and of having Surf City expand its sewer system within and without its corporate limits. In addition to agreeing not to serve customers, as part of the process of negotiating the interlocal agreement County staff obtained the Town's agreement that customers outside the Town's corporate limits will be charged the same rates as customers inside the Town's corporate limits.

No county funds are required under the interlocal agreement, and staff does not anticipate a budget impact from implementation of the agreement.

ACTION REQUESTED:

Approval of the attached Interlocal Agreement for the Operation of Wastewater Collection Systems

STATE OF NORTH CAROLINA

COUNTY OF PENDER

**INTERLOCAL AGREEMENT FOR THE OPERATION
OF WASTEWATER COLLECTION SYSTEMS**

INTRODUCTION

This Interlocal Agreement (“Agreement”) is made and entered into as of _____, 2023, by and between Pender County, North Carolina, a body politic and a political subdivision of the state of North Carolina, by, through, on behalf of and acting as the Rocky Point/Topsail Water and Sewer District, a County service district organized and existing pursuant to NCGS Chapter 153A, Article 16, (collectively, “the County”), party on the first part, and the Town of Surf City, North Carolina, a municipal corporation organized and existing pursuant to NCGS Chapter 160A (“the Town”), party on the second part. The County and the Town are referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Chapter 160A, Article 20 of the North Carolina General Statutes authorizes units of local government to enter into contracts or agreements with each other to execute any undertaking; and,

WHEREAS, N.C. Gen. Stat. §§ 160A-311(3) and 153A-274(2), define a public enterprise to include wastewater collection, treatment, and disposal systems of all types; and,

WHEREAS, the Parties desire to enter into an agreement to address the following concerns and objectives:

A. There is a growing need in northeastern Pender County (“the Region”) for improved comprehensive planning to address current and future wastewater needs.

B. The Region is one of the fastest growing areas in North Carolina and is expected to continue to experience expanded residential and commercial development for the foreseeable future.

C. It is beneficial to residents and property owners in the Region for utility service providers to allocate a clearly defined area within the Region to be supplied wastewater services by the Town to gain efficiencies in operations, enhance financial sustainability, reduce redundancies and overlaps, and improve customer service.

D. The Town is positioned to operate and maintain a wastewater collection, treatment, and disposal system in the Region.

E. There are areas in the Region that are available for the Town to independently expand their wastewater collection, treatment, and disposal services and that might otherwise be served by the County.

F. A long-term agreement is beneficial to effectuate allocation of areas of service in regard to wastewater systems as well as to take on long-term debt for capital investments pertaining to providing wastewater services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound thereby, the Parties do hereby undertake, promise, covenant, and agree with each other as follows:

Article I. Definitions

Section 1.01 Defined Terms. When used in this Agreement, unless another meaning is clearly indicated by context, the following capitalized terms shall have the following meanings.

a. Area means the area of operation in which the Town will provide wastewater collection, treatment, and disposal services to customers and in which the County agrees not to provide such services, being all of that area that the Town has designated for future land uses pursuant to its Future Land Use Map in effect on the Effective Date, as depicted on the attached **Exhibit 1**.

b. Closing Date: means _____, as is more specifically defined in Article VIII, and is the date on which all Customers within the Area will be directed towards the Town for wastewater services. As is more specifically described in Article VIII, the Closing may occur at another time or place mutually agreed upon by the Parties.

c. Customer means any person who presently receives or seeks to obtain wastewater collection, treatment, and disposal services in the Area.

d. Effective Date means the date when the latter of the Parties signs this Agreement, and is the date upon which the Parties are bound by the terms of this Agreement.

e. New Connections means any sewer service, or new public or private sewer line extended from any new or existing Wastewater Collection System to serve New Developments that are not connected to or receiving wastewater collection, treatment, and disposal service on the Effective Date. New Connections shall also include any redevelopment, or Provision of Service to any existing structure, building or use that was not receiving wastewater collection, treatment, or disposal service on the Effective Date.

f. New Developments means any new residential, commercial, industrial, civic, institutional, governmental, mixed-use, or other real estate development project, parcels, and properties, whether or not construction has been commenced or completed, within the Area occurring on or after the Effective Date.

g. Ordinary Course means to operate or conduct in substantially the same manner, in conformance and consistent with policies, practices, and procedures as the Parties were operating and conducting themselves on the Effective Date of this Agreement.

h. Operation(s) means the day-to-day operation and maintenance of Wastewater Facilities and Wastewater Collection Systems including the expansion of said facilities and systems to serve customers.

i. Offering Service(s) means the offering the Provision of Service(s) to a New Connection and/or New Development.

j. Provision of Service(s) means the delivery and purveyance of wastewater or sanitary sewer, including the collection or treatment of sewage, to or through any New Connection to any New Development. The Provision of Service(s) is expressly conditioned on the Offering Service(s).

k. Records means all records, regardless of the medium, in Parties' possession or that are reasonably available to the Parties related to their Water and Wastewater Facilities and Wastewater Collections Systems, Accounts, Parties' Water and Wastewater Utility Employees, and/or other Assets or Liabilities.

l. Utility Enterprise Fund means a fiscal and accounting entity with a self-balancing set of accounts recording cash and other resources, together with all related liabilities and residual equities or balances, and changes therein, for the purposes of carrying on stated programs, activities, and objectives of a governmental entity for the purveyance and/or provision of Wastewater Facilities and Wastewater Collection Systems.

m. Wastewater Facilities ("Facilities") means telemetry systems, customer accounts, properties, offices, and other operational facilities typically owned and operated by wastewater utilities in connection with providing wastewater services to customers.

n. Wastewater Collection Systems ("System") means the wastewater (sewer) pipes, manholes, cleanouts, and sewage pump stations that can be extended and/or made available to a New Connection and/or New Development, and all other wastewater infrastructure available for New Connections not included in the definition of Wastewater Facilities that are involved in the operations and purveyance of wastewater services.

Section 1.02 Grammatical Variations. Grammatical variations of the terms defined in this Agreement shall have the same or substantially similar meaning to such defined term.

Section 1.03 Undefined Terms. Undefined terms shall have their plain and ordinary meaning, the meaning given by their immediate context, or the meaning prescribed by an applicable statute. This Agreement shall be construed in the manner to effectuate the intent of the Parties. In no event shall any word, term, or phrase be assigned a meaning that is inconsistent with the purpose, context, and scope of this Agreement.

Article II. Purpose and Interlocal Agreement Requirements

Section 2.01 Purpose of Agreement. The purpose of this Agreement is to allow the Parties and their current and future customers to enjoy the benefits of a clearly designated service area for wastewater services, including the cost savings, avoidance of the duplication of services, coordinated planning, and the other objectives set out in the Recitals, which are referred to and incorporated herein by reference.

Section 2.02 Duration. The Duration of this Agreement shall be ninety-nine (99) years, commencing on the Effective Date, which the Parties hereby represent that their respective governing boards have determined is a reasonable duration. The Duration may be renewed for a subsequent period to be determined by the consent of the governing boards of the Parties prior to or at the time of renewal.

Section 2.03 No Joint Agency Established. No joint agency is established by this Agreement.

Section 2.04 Manner of Appointing Personnel. The Town shall be responsible for appointing personnel necessary to the execution of this Agreement. The County shall not be required to appoint or otherwise allocate any personnel toward the provision of services to Customers under this Agreement.

Section 2.05 Method of Financing. The Town shall be solely responsible for the financing of the capital and operational expenses that it may incur in the execution of this Agreement and the Town shall receive and be entitled to retain all revenues from Customers under this Agreement. Nothing herein requires the County to obligate funds from any source toward the expenses that the Town may incur in connection with carrying out this Agreement, to release any parcels from the Rocky Point/Topsail County Service District, or to levy any taxes, special assessments, or otherwise collect revenue from the parcels located within the Rocky Point/Topsail County Service District.

Section 2.06 No Real Property to be Owned or Disposed of. There is no real property to be owned jointly by the Parties under this Agreement and there is no real property to be disposed of as between the Parties under this Agreement.

Section 2.07 Operation. The Town shall be solely responsible for the Operation and Provision of Services to Customers under this Agreement and has the right to develop and implement

reasonable policies or conditions for the Provision of Service(s) not inconsistent with the provisions of this Agreement.

Section 2.08 Method for Amending. This Agreement may be amended by mutual consent of the Parties as evidenced by a majority vote of the Parties' respective elected boards. Any Amendment must be written, duly adopted, and signed by both Parties.

Section 2.09 Method for Terminating. This Agreement may only be terminated in accordance with the provisions of Article IX of this Agreement.

Article III. Ownership, Conveyances, Assumptions, Due Diligence, and Operations

Section 3.01 Ownership.

a. Assets. The Parties acknowledge and agree that the Town is the only Party that owns and operates publicly-owned wastewater facilities in the Area, or within a reasonable distance of the Area. The Town agrees to maintain its current wastewater facilities and bear the sole responsibility of providing future wastewater services within the Area. The County agrees not to install wastewater facilities in the Area without the express written consent of the Town.

b. Customer Accounts and Revenues. The Town shall own all Wastewater Facilities in the Area and as between the Parties shall have the priority right to serve any New Developments in the Area. The County agrees not to serve any New Developments in the Area without the express written consent of the Town.

c. Deed and Dedications. The Town shall require that the owner of a New Development within the Town's corporate limits or within the Area, upon completion and certification of utility improvements, to file and record a Deed and Dedication, or a substantively similar conveyance document, for any new wastewater infrastructure and facilities naming the Town as the owner of such facilities and/or systems. The County agrees not to accept the ownership of any wastewater infrastructure or facilities within the Area and to cooperate with the Town in enforcing the requirement of this Agreement that the Town be the sole owner and operator of publicly-owned Wastewater Facilities in the Area.

Section 3.02 Operational Transfer of Service's Effect on Customers. The Town shall Operate the Wastewater Facilities and Systems in the Area and continue to serve Customers therein without disruption of service to non-delinquent accounts of Customers.

Section 3.03 No Separate Wastewater Systems or Providers. The County will not acquire, own, construct, or operate any publicly-offered Facilities or Systems for New Development, or contract with or obtain sewer services for this purpose from any provider other than the Town, within the Area. Properties owned by the Parties in the Area will be allowed to receive or maintain service from other utility providers until such time service through the Town becomes available. The Parties acknowledge and agree that the County is obligated to carry out its zoning and development

regulatory functions in accordance with applicable laws and regulations, and that the County may not withhold development approvals as a manner of enforcement of this Agreement. Notwithstanding the foregoing sentence, the County agrees to encourage the owners of any New Development within the Area to seek wastewater collection, treatment, and disposal from the Town.

Section 3.04 Services to Residents Outside the Town Limits. The Offering and Provision of Wastewater Service to residential Customers located outside the corporate limits of the Town shall be at the same rate as those within the corporate limits of the Town. The rate structure will be set by and maintained by the governing board of the Town, subject to change in the Ordinary Course.

Article IV. Planned Growth and Development

Section 4.01 Surf City's Exclusive Right to Offer Services within the Area. The Town shall have the exclusive right to Offer wastewater services to New Developments in the Area, as between the Parties, and the County hereby grants and assigns to the Town any right that it may have to provide wastewater services to New Developments in the Area. When the Town plans to make wastewater services available to a New Development, consistent with this Agreement, the County will not object or otherwise assert any right to serve such development nor interfere with or unreasonably delay the interconnection of each New Development served by a New Connection in the Area subject to the Town's normal requirements for the establishment of Customer accounts. In no event shall the provision of Wastewater Services in the Area be provided by the County, except by receiving express written permission from of the Town.

Section 4.02 Annexation of Properties. The County agrees that the Town may require the voluntary annexation of any parcel that seeks wastewater service within the Area, in its discretion and in compliance with otherwise applicable law.

Section 4.03 Eligibility for Service. The County agrees that the Town may adopt commercially reasonable regulations, policies, or practices providing that properties located within the Area will be eligible for the Offering of Service and/or Provision of Service as wastewater collection, treatment, and disposal capacity is available and cost effective to provide.

Section 5.06 The Rocky Point/Topsail District May Independently Expand in Areas Excluded from the Area. The County, independently or acting through the Rocky Point/Topsail District, may Offer wastewater services in any area that is outside of the Area without regard to the provisions of this Agreement.

Section 5.07 Parties to Meet and Confer Quarterly. The Parties agree to designate appropriate personnel and direct those personnel to meet and confer with each other on behalf of the Parties four (4) times during each calendar year, once in each calendar quarter. The purpose of these quarterly meetings is to further the sound implementation of this Agreement, to identify issues of mutual concern, resolve those issues, and generally cooperate and share information relevant to this Agreement between the Parties.

Article V. Agreements with other Municipalities.

The Parties recognize that the County may enter into agreements similar to this Agreement with other municipalities in the Region. The County will cooperate with the Town to ensure that any such agreements do not contravene or interfere with this Agreement and are consistent with any agreements between or among the Town and such municipalities.

Article VI. Defense of this Agreement. The Parties agree to participate and cooperate in defending any legal proceeding challenging the validity or applicability of any terms of this Agreement and will seek to intervene in any action, if appropriate, to make such defense. The Town shall be responsible for retaining counsel and paying the legal fees and expenses of counsel to oppose any such legal proceeding, and counsel employed by the Town shall, unless otherwise agreed, be the lead counsel. The County may employ separate counsel, if it wishes to do so, at its own expense.

Article VII. Breach

Section 7.01 Remedies for Breach. If either Party (a) shall breach, or if there shall be any inaccuracy, incompleteness, or inadequacy in, any of its representations or warranties under or in connection with this Agreement, or (b) shall fail to perform any of its covenants, agreements, or obligations under or in connection with this Agreement, then that Party shall have breached this Agreement. In the event of a Party's breach of this Agreement and that Party's failure or inability to cure that breach within five (5) days after being provided with written notice of such breach, the other Party shall be entitled to pursue any legal or equitable remedy against the breaching Party in the General Courts of Justice of the State of North Carolina, with venue in Pender County. If the breach cannot be cured within five (5) days, the breaching Party shall be provided with a reasonable period of time to cure the breach.

Section 7.02 Injunction for Breach. The Parties agree that any breach of this Agreement may cause irreparable harm to the non-breaching Party for which there may not be an adequate remedy at law. Accordingly, in the event of an actual or threatened breach hereof, the nonbreaching Party shall be entitled to a temporary restraining order, a preliminary injunction, and a permanent injunction to address such breach or threatened breach. The injunctive relief addressed in this Section shall be in addition to any other remedies afforded a Party in equity or at law.

Section 7.03 Mediation. The Parties agree to mediate any disputes that arise under this Agreement at the earliest reasonable time and agree to cooperate with each other in identifying and employing a qualified mediator within thirty (30) days of the filing of any civil action arising under this Agreement. The initial mediation shall take place no later than sixty days (60) after the filing of any civil action, or as soon thereafter as is practicable. This Section does not supplant any requirement to, nor relieve the Parties of the obligation, to participate in Court ordered mediation if required by the local rules of court or other lawful court order. If the mediation required under

this Section does not produce a resolution to the dispute, this Agreement does not obligate either Party to continue with any alternative dispute resolution process.

Article XIII. Closing

Section 8.01 Closing. The Parties acknowledge they have mutually designated _____, as the Closing Date, unless another time or place is mutually agreed upon by the Parties, and each will use commercially reasonable efforts to work toward that end. The Parties specifically agree that time is of the essence for the time of Closing.

Section 8.02 Surf City Closing Deliveries. At or prior to the Closing, the Town shall deliver to the County the following:

- a. An adjustment to any Surf City Ordinance that may conflict with the spirit of letter of the agreement.
- b. A revised rate schedule updating the Current Rate Schedule of the Town of Surf City, which is set out at Exhibit 2, and incorporated herein by reference, to apply the same rates and charges to residential Customers within the corporate limits of the Town as outside the corporate limits of the Town, and that allows for a non-residential sewer service.
- c. Copies of any required approvals of this Agreement on behalf of the Town.

Section 8.03 Pender County's Closing Deliveries. At or prior to Closing, the County shall deliver to Town the following:

- a. Copies of resolutions adopted by the County's Board of Commissioners, certified by its Clerk, authorizing the execution of this Agreement and the transactions contemplated hereby, and a certificate of the Clerk as to the authority of the officials executing this Agreement and all instruments, certificates, and documents required to be executed and delivered by the Pender County at the Closing.

Article IX. Termination

Section 9.01 Termination. This Agreement shall be terminated only as follows: (a) it fails to become effective on the Closing Date, or a different Closing Date agreed to by both Parties on that date; (b) by a signed, written agreement of both Parties; (c) when its Term expires; (d) upon one Party obtaining a final ruling from a court of competent jurisdiction, as to which all non-extraordinary appeal rights have been exhausted, expired, or effectively waived; a change in law; the other Party's material breach; or a court order results in frustration of an essential purpose of this Agreement; or (e) this Agreement is declared invalid or void by a court of competent jurisdiction in a final ruling as to which all non-extraordinary appeal rights have been exhausted, expired, or effectively waived.

Section 9.02 Effect of Pre-Closing Termination. In the event this Agreement is terminated prior to Closing, the Parties shall cooperate to take any other steps reasonably necessary to restore the situation that existed between them prior to entry into this Agreement. In such event, this Agreement otherwise shall be of no further force or effect and the Parties shall be released from all further obligations hereunder.

Article X. Renewal. At or prior to the expiration of this Agreement, the governing Boards of Town and the County may renew the Agreement by consent for a period that they determine appropriate and reasonable.

Article XI. General Provisions

Section 11.01 Governing Law; Venue Selection. This Agreement shall be governed by North Carolina law, and any dispute arising under this Agreement shall be commenced only in the general court of justice holding session in Pender County.

Section 11.02 Notices.

a. Writing Required. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.

b. Clerk and Attorney. All notices must be sent each Party's Clerks and Attorneys.

Section 11.03 Required Approvals and Additional Documentation. The Parties shall cooperate reasonably to obtain any approvals required or appropriate to effectuate this Agreement. Each Party shall execute, and if necessary, file or record, any additional agreements or papers as may be reasonably necessary or desirable to effectuate and further evidence the terms and conditions of this Agreement.

Section 11.04 Cooperation. The Parties covenant and agree that they will each cooperate in good faith to carry this Agreement into effect and to achieve the purposes set out herein. If reasonably necessary, the Parties will jointly seek enabling local legislation to effectuate the terms of this Agreement.

Section 11.05 Severability and Reform. If any provision of this Agreement shall be determined to be invalid or unenforceable, that provision shall be stricken from this Agreement without affecting any other provision of this Agreement and, if feasible, the Parties, through their respective counsel, will cooperate to substitute a valid and enforceable provision that reasonably approximates the intent of the Parties in adopting the stricken provision. In the event the Parties are unable to reach an agreement as to an acceptable substitute valid and enforceable provision, the Parties will adhere to Section 7.03. If a resolution is not reached after adhering to Section 7.03, the Parties will follow Article IX.

Section 11.06 Entire Agreement and Amendments. This Agreement constitutes the entire, fully integrated Agreement between the Parties concerning its subject matter. No Party has relied upon any other representations, oral or written, as a basis for entering into this Agreement. This Agreement shall not be changed, amended, or modified except in writing and signed by both Parties and duly adopted by each Party's elected body.

Section 11.07 Survival. Any provision of this Agreement which can reasonably be construed to survive the expiration or termination of this Agreement shall survive such expiration or termination and shall not relieve either Party of its obligations to observe, keep, and perform those surviving provisions.

Section 11.08 Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns.

Section 11.09 Non-Liability of Officers and Agents. No officer, agent, or employee of either Party shall be subject to any liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law. The officials and employees of each Party shall not be deemed agents or employees of any other person in connection with this agreement.

Section 11.10 No Third-Party Rights and Prohibited Assignments. This Agreement is not intended to provide, and shall not be deemed to afford, any non-party to this Agreement any interest or rights, including third-party beneficiary rights, in connection with any provision contained herein or contemplated hereby. Except as provided herein, neither Party may assign its rights or obligations under this Agreement without the agreement of the other Party; provided, neither merger nor consolidation with another municipality or other entity that assumes a Party's rights or obligations, nor a Party's delegation of duties to an agent while retaining obligations, shall be considered a prohibited assignment hereunder.

Section 11.11 Disclaimer of Representations and Warranties. Each Party understands and agrees that, except as expressly set forth herein, no Party to this Agreement or any agreement or document contemplated by this Agreement, makes any representation or warranty, express or implied, regarding this Agreement or the Assets.

Section 11.12 Exhibits and Schedules. All Exhibits and any schedules referred to herein shall constitute a part of this Agreement.

Section 11.13 Headings. The headings contained in this Agreement are inserted for convenience only and shall not affect the meaning of this Agreement or any of its provisions.

Section 11.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

Section 11.5 Authority of Signatories. Each Party represents and warrants that the individuals who sign this Agreement on behalf of each Party have full authority to do so, and in so doing to bind the Party on whose behalf they have signed this Agreement.

[SIGNATURE PAGES FOLLOW]

EXECUTION

IN WITNESS WHEREOF, the Pender County has caused this Agreement to be executed by its duly authorized officers.

<p>Pender County, a body politic and a subdivision of the State of North Carolina, acting by, through, on behalf of and as the Rocky Point/Topsail Water and Sewer District, a County service district organized and existing pursuant to NCGS Chapter 153A, Article 16, (collectively, "the County").</p> <p>By: _____</p> <p>Brad George Chair, Board of Commissioners</p> <p>Date: _____</p>	<p>ATTESTED TO:</p> <p>By: _____</p> <p>David Andrews, Clerk to the Board of Commissioners</p> <p>Date: _____</p> <p>Corporate Seal of Pender County, North Carolina:</p>
<p>Approved as to Form:</p> <p>By: _____</p> <p>Patrick Buffkin Staff Attorney</p> <p>Date: _____</p>	<p>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</p> <p>By: _____</p> <p>Margaret Blue Finance Officer</p> <p>Date: _____</p>

[COUNTY SIGNATURE PAGES TO INTERLOCAL AGREEMENT]

STATE OF NORTH CAROLINA

COUNTY OF PENDER COUNTY

I, _____, a Notary Public in said State, do hereby certify that on the ___ day of _____, 20___, Brad George, David Andrews, Margaret Blue, and Patrick Buffkin, with whom I am personally acquainted, appeared before me personally, and being duly sworn, says that each is, respectively, the Chair of the Board of Commissioners, Clerk to the Board of Commissioners, Finance Director, and Attorney for Pender County described in and which executed the foregoing instrument; that each knows the common seal of Pender County; that the seal affixed to the foregoing instrument is said common seal; that the name of the Pender County was subscribed thereto by the said Chair and Finance Director; that the said Chair and Finance Director subscribed their names thereto and the said common seal was affixed, all by authority of the governing body of Pender County; and that the said instrument is the act and deed of Pender County.

Date: _____

Signature of Notary Public

Notary's printed or typed name

My commission expires:

<i>(Official Seal)</i>

Notary seal or stamp must appear within this box.

[TOWN SIGNATURE PAGES TO INTERLOCAL AGREEMENT]

IN WITNESS WHEREOF, the Town of Surf City has caused this Agreement to be executed by its duly authorized officers.

<p>The Town of Surf City, North Carolina, a municipal corporation organized and existing pursuant to G.S. Chapter 160A</p> <p>By: _____</p> <p>Teresa Batts Mayor</p> <p>Date: _____</p>	<p>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</p> <p>By: _____</p> <p>Melissa Moore Finance Director Town of Surf City, North Carolina</p> <p>Date: _____</p>
<p>Approved as to Form:</p> <p>By: _____</p> <p>Brian E. Edes Town Attorney</p> <p>Date: _____</p>	<p>Teresa Batts, Melissa Moore, and Brian E. Edes personally appeared before me and subscribed the foregoing document in my presence. Witness my hand and my notarial seal,</p> <p>By: _____</p> <p>Carla Citarelli Town Clerk Notary Public</p> <p>Date: _____</p>

STATE OF NORTH CAROLINA

COUNTY OF Pender County

I, Carla Citarelli, Clerk for the Town of Surf City and a Notary Public in and for said County and State, do hereby certify that on the ____ day of _____, 20____, before me personally appeared Teresa Batts, Melissa Moore, and Brian E .Edes, with whom I am personally acquainted, who, being by me duly sworn, says that each is, respectively, Mayor, Finance Director, and Special Town Attorney of the Town of Surf City, North Carolina, the municipal corporation described in and which executed the foregoing instrument; that each knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor and Finance Director; that the said Mayor and Finance Director subscribed their names thereto and the said common seal was affixed, all by authority of the governing body of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

Date: _____

Signature of Notary Public

Notary's printed or typed name

My commission expires:

(Official Seal)

Notary seal or stamp must appear within this box.

Schedule of Exhibits

Exhibit 1 – Depiction of "Area" as used in this Agreement, is inclusive of each parcel that is color coded in the map below as being designated for a future land use by the Town pursuant to its Future Land Use Map in effect on the Effective Date, as depicted on the attached **Exhibit 1** to be served by Surf City.

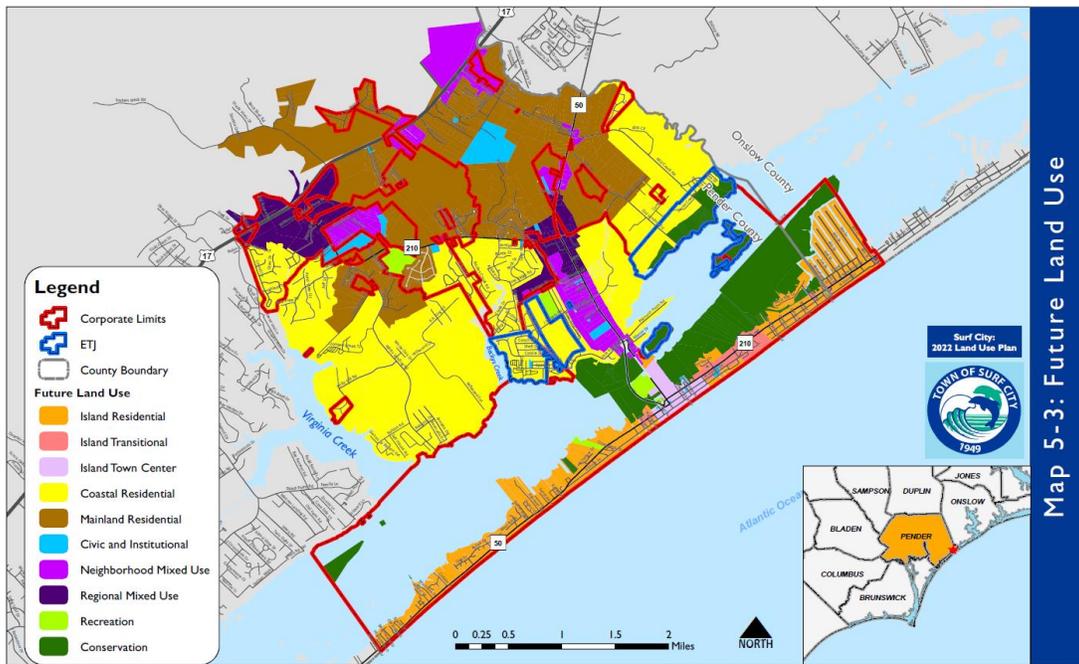


Exhibit 2 – Current Rate Schedule of the Town of Surf City

Utilities:			
Deposits			
Utility Deposit (water, sewer)	\$150.00		
Commercial Deposit	\$200.00		
Irrigation Deposit	\$50.00		
Garbage Only Deposit	\$50.00		
Residential Rates:			
Water (incl. irrigation meter & hydrant meter):			
0-2000 gals.	\$28.70		

	2001-5000 gals.	\$4.08	per 1,000 gals	
	5001-10000 gals.	\$4.81	per 1,000 gals	
	10001-20000 gals.	\$5.70	per 1,000 gals	
	20001-30000	\$6.71	per 1,000 gals	
	30001- gals.	\$8.81	per 1,000 gals	
	Availability Charge	\$28.70		
	(residential water available but unused):			
	Irrigation:	\$28.70	plus \$10/month for Backflow Prevention	
	Sewer			
	0-2000 gals.	\$47.37		
	2001-5000 gals.	\$4.85	per 1,000 gals	
	5001-10000 gals.	\$6.00	per 1,000 gals	
	10001-20000 gals.	\$7.54	per 1,000 gals	
	20001-30000 gals.	\$9.43	per 1,000 gals	
	30001 – gals	\$11.73	per 1,000 gals	
	Availability Charge Residential	\$47.37		
	(sewer available but unused):			
Commercial Rates:				
	Water			
	0-2000 gals	\$29.15		
	2001- 5000 gals	\$4.50	per 1,000 gals	
	5001-10000 gals	\$5.30	per 1,000 gals	
	10001-20000 gals	\$6.31	per 1,000 gals	
	20001-30000 gals	\$7.48	per 1,000 gals	
	30001- gals	\$8.81	per 1,000 gals	
	Availability Charge Commercial water available but unused:	\$29.15		
	Sewer			
	0-2000 gals	\$49.91		
	2001- 5000 gals	\$5.25	per 1,000 gals	
	5001-10000 gals	\$6.18	per 1,000 gals	
	10001-20000 gals	\$7.38	per 1,000 gals	
	20001-30000 gals	\$8.74	per 1,000 gals	
	30001- gals	\$10.29	per 1,000 gals	
	Availability Charge Commercial sewer available but unused:	\$49.91		

Extra Jurisdictional Rates:				
Water				
0-2000 gals	\$28.70			
2001- 5000 gals	\$4.08	per 1,000 gals		
5001-10000 gals	\$5.00	per 1,000 gals		
10001-20000 gals	\$5.70	per 1,000 gals		
20001-30000 gals	\$6.71	per 1,000 gals		
30001- gals	\$8.81	per 1,000 gals		
Availability Charge Commercial water available but unused:	\$28.70			
Sewer				
0-2000 gals	\$84.29			
2001- 5000 gals	\$6.50	per 1,000 gals		
5001-10000 gals	\$8.50	per 1,000 gals		
10001-20000 gals	\$12.00	per 1,000 gals		
20001-30000 gals	\$16.00	per 1,000 gals		
30001- gals	\$22.00	per 1,000 gals		
Availability Charge Commercial sewer available but unused:	\$84.29			
Water Bulk Rates				
Water	\$4.00	per 1,000 gals		
Availability Rate	\$600.00	per month		
Solid Waste:				
Trash & Vegetative Pickup				
Mainland & Island Residential Service				
(October – April) (1 trash cart & 1 recycling cart)	\$26.00			
Island Residential Service:				
(May – September) (1 trash & 1 recycle cart; second pickup)	\$33.25			
Roll Back Service	\$4.25	per cart per month		
Additional Cart	\$15.50	per cart		
Lost Cart Fee	\$30.00	per cart		
Vegetative Debris	\$75.00	per dump truck load		
Vegetative Debris	\$50.00	per pickup load		

Plastic Bag Vegetative Debris Charge	\$5.00	per bag		
Tap Connection Fees:				
Water & Irrigation				
¾" \$900 \$550 extended from existing ¾" lateral	\$900.00	\$ 550	extended from existing ¾" lateral	
¾" \$900 \$900 extended from the water main	\$900.00	\$ 900	extended from the water main	
1" \$1100 \$650 extended from existing 1" lateral	\$1,100.00	\$ 650	extended from existing 1" lateral	
1" \$1100 \$1100 extended from water main	\$1,100.00	\$ 1,100	extended from water main	
Over 1" Cost	Cost			
Sewer tap fees (Residential & Commercial)	\$2,400.00			
System Development Fees:				
Water				
¾"	\$3,000.00			
1"	\$5,000.00			
1.5"	\$9,900.00			
2"	\$15,900.00			
3"	\$31,700.00			
4"	\$49,500.00			
6"	\$99,100.00			
8"	\$158,500.00			
10"	\$227,900.00			
12"	\$307,100.00			
Sewer				
¾"	\$9,200.00			
1"	\$15,400.00			
1.5"	\$30,800.00			
2"	\$49,300.00			
3"	\$98,500.00			
4"	\$153,900.00			
6"	\$307,800.00			
8"	\$492,500.00			

10"	\$708,000.00			
12"	\$954,200.00			
Meter Replacement (installed) ¾"	\$450.00			
1"	\$550.00			
Over 1" At cost	At cost			
Backflow Prevention (RPZ)	\$10.00	per month per account		
Administrative Fees				
Charge for non-payment or disconnect	\$50.00			
(10% Penalty: charged on outstanding balance)				
Inactive Account Fee				
3 months or less	\$25.00			
	\$50.00			
Returned Check Fee	\$25.00			
Unauthorized use of water/sewer system	\$5,000.00	per day		
		plus \$75.00 Admin Fee		
Meter Tampering Fee	\$150.00			
Meter Test (only charged if meter is accurate)	\$65.00			
Meter Relocation Fee	\$300.00			
Hydrant Repair/Replacement	\$3,000.00			
Infrastructure Repair Fees****:				
Hourly Rate:	Employee average hourly rate plus 30%			
Overtime Rate:	Employee average hourly rate x 1.5 plus			



Pender County Request Board Approval

TO: Board of County Commissioners
FROM: Tommy Batson
DATE: January 16, 2024
SUBJECT: Approval of Budget Amendment for the transfer of revenue funds

SUMMARY:

Pender County Emergency Management is requesting the approval of a Budget Amendment for the transfer of revenue/Hazmat funds. These funds are from a traffic accident with hazmat material fees for equipment, contracted services, and supplies. The amount of these funds is \$2,150.00.

Revenues:

525-356750 Reimbursement under hazmat ordinance for a spill event at NC Hwy 53 & 421

Expenditures:

525-403300 Supplies \$824.00
525-404500 Contracted Service \$1,326.00

ACTION REQUESTED:

Approval of Budget Amendment for the transfer of revenue funds from Hazmat Response Reimbursement claims in the amount of \$2,150.00

Pender County Budget Ordinance Amendment

Fiscal Year FY 2023-2024

Department 525 - EMERGENCY MANAGEMENT

Division, Program, Project, etc. Hazmat Response reimbursement

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	525-356750	reimbursement under hazmat ordnance for a spill event at NC Hwy 53 & 421	2,150
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	525-403300	Supplies	824
2	525-404500	Contracted Service	1326
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 2150

Total Expenditures 2150

Budget Amendment Balances when Zero. 0

Prepared By: Tommy Batson

Email tbatson@pendercountync.gov

DATE: 10/26/2023

INCIDENT: 2023-61888

**PENDER COUNTY
HAZARDOUS MATERIALS EMERGENCY AGREEMENT**

Atkinson Fire Department was dispatched to a Hazardous Materials Emergency located at or near 14544 US421 Burgaw, NC. During our activities to control and eliminate the Hazardous Materials Emergency, it was determined that:

Company (or Corporation) Name: Hagan Trucking
Address: 2150 Schuetz Rd City: St. Louis State: MO
Zip: 63146 Telephone Number: 614-535-8034
was involved with this Hazardous Materials Emergency. Lynnwood Evans
Company Representative has advised the Atkinson Fire Department that he/she is the person representing the company (or person) listed above and has the authority to commit the company financially.

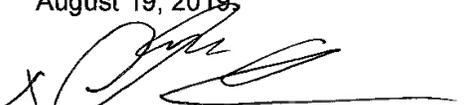
It is acknowledged that our company's products, equipment or personnel was involved with the Hazardous Materials Emergency. It is also acknowledged that our company is responsible for controlling, containing and cleaning up the Hazardous Materials Emergency. In consideration for services provided for emergency response, I agree that we will pay the cost of controlling and containing the Hazardous Materials incident per rates shown below.

HAZARDOUS MATERIALS FEES

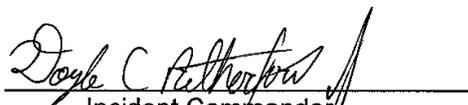
Vehicle Rate:	Engine, Tanker or Heavy Rescue	\$200 per hour
	Aerial Device	\$225 per hour
	Support Vehicle (Brush Truck, Supervisor, etc)	\$125 per hour
	Ambulance	\$125 per hour
	Emergency Management, Fire Marshal Vehicle	\$75 per hour
	All responding personnel	1.5 x hourly rate
	Materials Used	Replacement cost + 10%
	Materials Damaged	Replacement cost + 10%
	Mileage	Current Federal Rate

Equipment Charges: Pender County Hazardous Materials Cost Recovery Ordinance states that fees may be recouped for costs to replace or repair equipment/supplies used or damaged, (i.e. foam, oil booms, oil dry, absorbent pads, oxygen, fire hose, etc.) This also includes any money paid out for specialized equipment or services.

*The Pender County Hazardous Materials Cost Recovery Ordinance was adopted on August 19, 2019.



Company Representative



Incident Commander

Invoice

Pender County Emergency Management
805 Ridgewood Ave
Burgaw NC 28425
910-259-1210
tbatson@pendercountync.gov

Date 11-2-2023

Bill To:

Hagan Trucking Company
2150 Schuetz Road
St Louis MO 63146
614-535-8034 -Phone

DESCRIPTION	AMOUNT
Pender County Emergency Management Vehicle x 1 x \$75.00 x 6 Hours	\$450
Pender County Emergency Management Staff Townsend \$40.00 x 6 Hours	\$240
Atkinson Fire Department Fire Engine \$200 x 6 hours	\$1,200
Atkinson Firefighters x 1 x 6 hours x \$21 hour	\$126
1-Case Oil-Only Absorbent Booms \$134.20	\$134.20
Total	\$ 2,150.20

THANK YOU FOR YOUR BUSINESS!



OFFICE OF THE SHERIFF
 PENDER COUNTY
 Alan W. Cutler, Sheriff

P.O. BOX 1449 * 605 E. FREMONT ST. BURGAW, NC 28425 | OFFICE: (910) 259-1212 | FAX: (910) 259-1509

CFS Report

Printed on October 26, 2023

CFS # 2023-61888
Call Taker Linzey Cottle
Location US HWY 421 / NC HWY 53 W, BURGAW, NC 28425
Location Details
Primary Incident Code 50PI : 29-TRAFFIC/TRANSPORTATION ACCIDENTS
Mod
Priority 5
Use Caution No
Primary Disposition Handled By Officer / Deputy
Zone S01
Call Time 10/26/23 11:33:10
Completed Time 10/26/23 17:07:39

Reporters

daniel strickland (Initial Reporter)

Sex
DOB
Address
Report Time 10/26/23 11:33:10
How Reported
From Phone (910) 604-1141
Contact Phone
Comments

Other Names

HUDSON, CARLA EZZELL (Driver)

Sex Female
DOB 2/26/69
Address 2291 MARSH RD
 BLADENBORO, NC 28320
Comments

Vehicles

HET2415 NC (Accident)

Description 2017 Toyota Tundra
Owner RODRIGUEZ, ERNESTO GARCIA

VAC9410 NC (Accident)

Description 2017 Honda Pilot
Owner HUDSON, CARLA EZZELL

Responders

1101	1101 - Turner, Jason	Atkinson Volunteer Fire Department
1193		Atkinson Volunteer Fire Department
FD11 (Primary)	FD11 - FD11, AFD	Atkinson Volunteer Fire Department

OPS2 (Primary)		Ops Channel
514 (Primary)	514 - Sawyer, Stephen	PCSO
522	522 - Smith, Tanner	PCSO
532	532 - Hedge, Garrett	PCSO
EM (Primary)	Active911_EM_STA	Pender Emergency Management/Fire Marshal
EM1	EM1 - Batson, Tommy	Pender Emergency Management/Fire Marshal
FM1	FM1 - Burton, Amy	Pender Emergency Management/Fire Marshal
FM2	FM2 - Link, Steuart	Pender Emergency Management/Fire Marshal
FM3	FM3 - Radke, Christopher	Pender Emergency Management/Fire Marshal
EMS1 (Primary)	EMS1 - PEF_EMS1	Pender EMS (Primary)
EMS7	EMS7 - PEF_EMS7	Pender EMS (Primary)
M100	M100 - MEDIC100	Pender EMS (Primary)
E28	E28 - PEF_E28	Pender Fire
E29	E29 - PEF_E29	Pender Fire
RES1 (Primary)	RES1 - PEF_RESCUE1	Pender Fire

Response Times

Assigned 10/26/23 11:34:08
Enroute 10/26/23 11:35:32 *
Arrived 10/26/23 11:35:32
Leaving 10/26/23 12:14:51
Arrived At 10/26/23 12:28:04
Completed 10/26/23 17:07:39

IR / External Agency Numbers

Atkinson Volunteer Fire Department23-00221
 Pender Emergency Management/Fire Marshal23-00265
 Pender EMS23-08048
 Pender Fire23-02907

Unit Response Times

Non Unit Specific Times

10/26/23 11:33:10 | New CFS
 10/26/23 11:33:26 | 18 wheeler on its side veh still driving through the woods
 10/26/23 11:35:01 | SHP WAS ADV
 10/26/23 11:35:04 | 18 WHEELER , HONDA SUV AND WHITE TRUCK
 10/26/23 11:35:20 | Page EMS
 10/26/23 11:35:22 | 2nd call ref same gas is leaking out
 10/26/23 11:35:35 | adv heavy fumes gas is leaking same is a 18 wheeler flipped on its side
 10/26/23 11:35:44 | adv 3 vehicles
 10/26/23 11:36:46 | caller adv same is a box truck 18 wheeler
 10/26/23 11:37:09 | EMS1 REQ AIR LINK ON STAND BY
 10/26/23 11:37:13 | 2nd caller henry 910-284-1102
 10/26/23 11:37:24 | 3rd caller 910-409-1274
 10/26/23 11:38:52 | AIRLINK HAS BEEN ADV DOING WEATHER CHECK
 10/26/23 11:39:55 | 4TH CALLER WAS THE CLERK AT THE STORE
 10/26/23 11:40:12 | 5TH CALLER WAS A PASSER BY 9104654868
 10/26/23 11:41:07 | AIRLINK HAS ACCEPTED THE STAND BY REQUEST
 10/26/23 11:45:21 | EMS1 ADV TO CX AIRLINK KEEP EMS7 COMING ROUTINE
 10/26/23 11:45:46 | airlink was adv x22
 10/26/23 11:46:17 | EMS1 ADV THAT ONE 18-WHEELER IS ON ITS SIDE BLOCKING US HWY 421, ADV THAT 2 VEH HAS MODERATE DAMAGE -- CONFIRM 3 VEHS

10/26/23 12:00:19 | M100 ADV 10-4 ONSC WILL ADV SHORTLY REF TO PT UPDATES
10/26/23 12:14:40 | EMS7 ADV 1PT ROUTINE
10/26/23 13:22:55 | van is being towed by phillips towing
10/26/23 14:33:19 | FM1 ADV SHUTTING DOWN THE RD REF TO WRECKERS REMOVING VEHS..
10/26/23 14:33:31 | REQ LEO TO DIRECT TRAFFIC TO WARDSCONER LOOP RD

1101

10/26/23 11:43:54 | Enroute
10/26/23 11:53:40 | On Scene
10/26/23 12:33:56 | Available

1193

10/26/23 11:37:58 | Enroute
10/26/23 11:45:22 | On Scene
10/26/23 16:27:20 | Leaving Scene (Location: Station) - RTQ
10/26/23 16:37:01 | Available (Location: Station)

514

10/26/23 11:35:32 | On Scene
10/26/23 11:50:43 | Clear Alarms
10/26/23 16:33:26 | Available (Location: In Service)

522

10/26/23 11:38:16 | Enroute
10/26/23 11:38:49 | On Scene
10/26/23 11:54:47 | Clear Alarms
10/26/23 12:57:19 | Leaving Scene (Location: BURGAW) - 1 M X59
10/26/23 13:13:38 | Available

532

10/26/23 11:55:42 | On Scene
10/26/23 12:11:00 | Clear Alarms
10/26/23 12:36:58 | Available

E28

10/26/23 11:37:20 | Enroute
10/26/23 11:37:36 | Available

E29

10/26/23 11:37:33 | Enroute
10/26/23 11:47:21 | Available

EM

10/26/23 11:35:46 | Assign
10/26/23 15:12:10 | Available (Location: Station)

EM1

10/26/23 15:20:14 | On Scene
10/26/23 15:47:55 | Clear Alarms
10/26/23 17:07:39 | Complete

EMS1

10/26/23 11:35:39 | Enroute
10/26/23 11:44:08 | On Scene
10/26/23 12:02:49 | Clear Alarms
10/26/23 12:10:27 | Available (Location: Station) - X8 REFUSAL OTHER PT LEFT WITH EMS7

EMS1, FD11, OPS2, RES1

10/26/23 11:34:08 | Assign

EMS7

10/26/23 11:35:55 | Enroute - ROUTINE UNTIL EMS1 CAN ADVIOSE
10/26/23 11:49:07 | On Scene
10/26/23 12:04:19 | Clear Alarms
10/26/23 12:14:51 | Leaving Scene (Location: Pender Memorial Hospital+)

10/26/23 12:28:04 | Arrived At (Location: Pender Memorial Hospital)
10/26/23 12:47:29 | Available (Location: Station)

FD11

10/26/23 11:47:40 | Available (Location: Station)

FM1

10/26/23 11:37:39 | Assign
10/26/23 16:35:30 | Available

FM2

10/26/23 11:39:27 | Enroute
10/26/23 11:56:04 | On Scene
10/26/23 12:14:12 | Clear Alarms
10/26/23 15:24:23 | Available (Location: In Service)

FM2, FM3

10/26/23 15:54:24 | On Scene

FM3

10/26/23 11:47:23 | Enroute
10/26/23 12:17:39 | On Scene
10/26/23 12:36:52 | Clear Alarms

M100

10/26/23 11:41:41 | Enroute
10/26/23 11:49:20 | On Scene
10/26/23 12:06:20 | Clear Alarms
10/26/23 12:27:29 | Available

OPS2

10/26/23 16:35:21 | Available

RES1

10/26/23 12:59:00 | Available (Location: Station)

Ordinance

Recovery of Response and Cleanup Costs for Hazardous Material Spills

WHEREAS, the North Carolina General Statute Section G.S. 143-215.82, in addition to G.S. 153A-101, 153A-102 and 153A-121. et. Seq. provides for the establishment and enforcement of a County Hazardous Material Spill Clean-up Ordinance; and

WHEREAS, it has become necessary to safeguard the citizens of Pender County and North Carolina by providing for the immediate containment and clean-up of hazardous material spills in order to promote the use and conservation of highways, lands and streams for the education, pleasure, and enrichment of the residents of Pender County and the State as a whole; and

WHEREAS, Pender County is the duly recognized governing body responsible for the protection of the land, air, water, natural resources, and environment of all lands within the boundaries of Pender County; and

WHEREAS, transport truck Fuel and Oil Spills and other hazardous material spills on our highways and lands pose a direct threat to the environment, and health of residents through the contamination of soil and water by hazardous material releases; and

WHEREAS, it is the responsibility of Pender County to enact Cleanup Ordinances and laws that will mitigate and prevent damages from transport truck Fuel and Oil spills, and in the event of a spill, assist and be reimbursed for the costs of the response and clean-up by the persons having control over the fuel, oil or hazardous substances in any cleanup efforts.

BE IT NOW THEREFORE ORDAINED, that the Board of County Commissioners does hereby establish this Ordinance for the Recovery of Response and Cleanup Costs for Hazardous Material Spills in Pender County as follows:

SECTION 1. - Authority to contain, control, abate and clean-up spills of hazardous materials and recover costs of clean-up.

This Ordinance is adopted pursuant to the provisions of North Carolina General Statute Sections 153A-101, 153A-102, 153A-121, 143-215.82 and 143-215.94. Pursuant to these statutes, Pender County has the authority to contain, control, abate and cleanup spills of hazardous materials and is authorized to recover all of the expenses and cost for the removal, abatement and/or clean-up actions.

The duties of the County Fire Marshal, Emergency Management Department, Fire Departments and EMS shall include containing, controlling, abating and cleaning up spills of hazardous material emergencies in the county. The County Fire Marshal, Emergency Management Department, Fire Departments and EMS have the authority to summarily remove, abate or remedy hazardous material spills in the county that are dangerous or prejudicial to the public health and/or public safety. The expense of the removal, abatement and/or clean-up action shall be the responsibility of and shall be paid by the person in control of the fuel, oil, or other hazardous substance that has spilled in accordance with N.C.G.S. Section 143-215.94.

SECTION 2. - Purpose and intent.

Pursuant to the North Carolina state environmental policy act, the Pender County Board of County Commissioners adopts this article establishing a county policy to encourage the wise and safe use of the county's natural resources; to encourage public and governmental awareness of the environment, particularly concerning a hazardous waste spill, containment and clean-up management; and to require clean-up repayment responsibility from those persons having control over the fuel, oil or other hazardous materials or substances that have spilled on the highway or lands and streams of Pender County. The intent of this Ordinance is to provide a mechanism for full repayment of all response and clean-up costs from the person or persons having control over the fuel, oil or other hazardous materials or substances that have spilled on the highway or lands and streams of Pender County. More specifically, it is the intent of this Ordinance to require the person having control over the fuel, oil or other hazardous substance to be primarily responsible for all response, containment and spill clean-up costs regardless of the cause of the discharge or spill of the fuel, oil or other hazardous materials or substances. It is not the intention of this ordinance to exercise jurisdiction over any matter as to which the United States government has exclusive jurisdiction, or in any wise contrary to any governing provision of state or federal law, and no provision of this ordinance shall be so construed.

SECTION 3. - Definitions.

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Hazardous material means any substance or material that poses an unreasonable risk to the health, safety and/or welfare of the public and all properties. Materials include, but are not limited to, fuel, oil, any element, compound or combination thereof which is flammable, corrosive, etc., that may have a detrimental effect on both operating and emergency personnel, the public, equipment, and/or the environment if released or spilled.

Person Having Control over the Fuel, Oil, or other Hazardous Material shall mean but not be limited to any person or entity using, transferring, storing or transporting fuel oil or other hazardous material immediately prior to release of such hazardous material on to the land or into the air or the waters of the County.

State Agency includes every department, agency, institution, public authority, board, commission, bureau, division, council, member of council of state, or officer of the North Carolina state government.

SECTION 4. - Injunctions and equitable relief.

Fees or charges for the clean-up repayment from those persons having control over the fuel, oil or other hazardous materials or substances that have spilled on the highway or lands and streams of Pender County shall be due within 30 days of billing.

Pursuant to the provisions of G.S. 153A-123(d) and (e), the county shall be entitled to pursue an injunction or other appropriate equitable remedy to restrain any violation of this Ordinance or to require compliance with any provision of this Ordinance.

SECTION 5. - Charges.

The following charges shall apply for the response and spill clean-up costs of fuel, oil or other hazardous material under this Ordinance:

Engine or Tanker	\$200 per hr.
Heavy Rescue	\$200 per hr.
Aerial Device	\$225 per hr.
Support Vehicles (Brush Truck, etc.)	\$125 per hr.
Ambulance	\$125 per hr.
Emergency Management Vehicle	\$75 per hr.
Fire Marshal Vehicle	\$75 per hr.
All responding personnel	1.5 X hourly rate
Materials used	Replacement cost + 10%
Materials damaged	Replacement cost + 10%
Mileage	Current Federal Rate

These fees may be amended by the Pender County Board of Commissioners from time to time upon the adoption of a fee schedule and shall be payable to Pender County.

SECTION 6. - Billing.

The County Fire Marshal shall be responsible for all billing and collection of clean-up and response costs under this Ordinance.

SECTION 7. - Amendments.

The Pender County Board of County Commissioners shall have the authority to amend this ordinance at any time.

SECTION 8. - Effective Date.

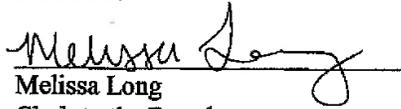
The Ordinance shall become effective upon adoption.

Adopted this 19 day of August 2019.



 George R. Brown, Chairman
 Pender County Board of Commissioners

ATTEST:



 Melissa Long
 Clerk to the Board





Pender County
Approval of Minutes of January 2, 2024

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: January 16, 2024
SUBJECT: Approval of Minutes of January 2, 2024

SUMMARY:

Attached are the minutes for the January 2, 2024, BOCC meeting.

ACTION REQUESTED:

Approval of the minutes for the January 2, 2024, BOCC meeting.

ATTACHMENTS:

Minutes



MINUTES
Board of County Commissioners Meeting
Tuesday, January 2, 2024 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: Fred McCoy
 Jacqueline A. Newton
 Jerry Groves
 Wendy Fletcher-Hardee
 Brad George

MEMBERS ABSENT:

OTHERS PRESENT: David Andrews, County Manager
 Trey Thurman, County Attorney
 Patrick Buffkin, Staff Attorney
 Lexi Stanfield, Clerk to the Board
 Allen Vann, Assistant County Manager
 Other Staff and Members of the Press and Public.

1 CALL TO ORDER

1.1 Chair George called the meeting to order at 4:00PM.

2 INVOCATION

2.1 Commissioner Hardee gave the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Commissioner McCoy led the Pledge of Allegiance.

4 ADOPTION OF AGENDA

Moved by Wendy Fletcher-Hardee, seconded by Jacqueline A. Newton

Motion to Adopt the Agenda

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

Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

5 PUBLIC HEARING

6 PUBLIC INFORMATION

7 PUBLIC COMMENT FOR AGENDA ITEMS

8 CONSENT AGENDA

- 8.1 Approval to add Schedule 004 to the Master Technology Lease Agreement with Huntington Technology Financing in the Amount of \$568,237.81 for 43 months and a PO in the amount of \$79,294.02.

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion to Approve the Consent Agenda

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

- 8.2 Refund/Release Requests for items meeting NC G.S 105-381
- 8.3 Motor Vehicle Releases and Refunds
- 8.4 Approval of Purchase Order and funds from General Fund for the purchase of 2023 Ford Police Interceptor Explorer in the amount of \$57,729.00.
- 8.5 November 20, 2023, BOCC Meeting Minutes
- 8.6 December 4, 2023, BOCC Meeting Minutes

9 APPROVALS AND RESOLUTIONS

- 9.1 Authorization to Proceed with Closing on Purchase of Real Property and Related Budget Ordinance Amendment & Purchase Order - 795 acres +/- Off Hwy 210, Hampstead PIN-Partial of 3282-15-9252-0000

Meg Blue, Finance Director, presented the item. This property went into contract in 2023. It was purchased from Utilities for a Water Plant location at \$5,350,000. The cost comes out of the enterprise fund.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to Approve Authorization to Proceed with Closing on Purchase of Real Property and Related Budget Ordinance Amendment & Purchase Order - 795 acres +/- Off Hwy 210, Hampstead PIN-Partial of 3282-15-9252-0000

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

- 9.2 Authorization to Proceed with Closing on Purchase of Real Property and Related Budget Ordinance Amendment & Purchase Order - Several Parcels off of US Hwy 17, Hampstead for Water Plant Discharge Site

Meg Blue, Finance Director, presented this item. This property is approximately 28 acres and comprised of several parcels owned by a single owner. This property will be the discharge site for the aforementioned water plant. This will be paid for out of the enterprise fund.

Moved by Jacqueline A. Newton, seconded by Wendy Fletcher-Hardee

Motion to Approve Authorization to Proceed with Closing on Purchase of Real Property and Related Budget Ordinance Amendment & Purchase Order - Several Parcels off of US Hwy 17, Hampstead for Water Plant Discharge Site

	For	Against	Abstained	Absent

Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

9.3 Approval of BOA & PO to Bordeaux Construction for Design-Build School Bond Project for \$5,003,800 for Design Phase

Meg Blue, Finance Director, presented this item. This is the contract for the design phase for the design build project with board of construction that the school board has approved. This item is so Pender County can pay the contractor with the school bond funds.

Moved by Jacqueline A. Newton, seconded by Wendy Fletcher-Hardee

Motion to Approve BOA & PO to Bordeaux Construction for Design-Build School Bond Project for \$5,003,800 for Design Phase

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

10 DISCUSSION

11 APPOINTMENTS

12 MAPLE HILL WATER AND SEWER DISTRICT

13 ROCKY POINT WATER AND SEWER DISTRICT

14 SCOTTS HILL WATER AND SEWER DISTRICT

15 MOORES CREEK WATER AND SEWER DISTRICT

16 CENTRAL PENDER WATER AND SEWER DISTRICT

17 PENDER COUNTY BOARD OF HEALTH

18 SOCIAL SERVICES BOARD

19 PUBLIC COMMENT

19.1 Debbie Walker addressed the Board to voice her concerns with the approval of a permit for Malpass Corner. Ms. Walker voiced concerns of the Board potentially approving permits for businesses that create environmental issues. She urged the Board to consider the residents when making approvals.

19.2 Conway Murphy addressed the Board to voice his opposition to an upcoming request to rezone a property from rural agricultural to conditional. Mr. Murphy stated his opposition is due to the environmental impact that the owner of the property will have.

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

20.1 Trey Thurman requested the Board go into closed session for item three (3) attorney client privilege including the discussion of Sullivan versus Pender County 20 CVS 752, 23 CVS 1186 Pender County versus Wilmington, 23 CVS 1262, item four (4) Economic Development, item five (5) Acquisition of Real Property, and item six (6) Personnel.

20.2 Commissioner Groves wished the public a happy new year.

20.3 Commissioner Hardee wished the public a happy new year.

20.4 Commissioner McCoy briefly spoke about his time at the Blueberry Drop. He wished the public a happy new year.

20.5 Vice Chair Newton gave her condolences to the family and friends of Ethan Edwards, FSA Director, as he passed over the holidays. She gave a brief update on the 421- water expansion. Vice Chair Newton also spoke about a citizen who had received a violation from the planning department. Planning gives violations based on the complaints from citizens. She asked citizens to go about doing business differently. She asked for the commissioners to change the ordinances.

20.6 Chair George thanked Vice Chair Newton for her comments. He briefly spoke about his experience at the Blueberry drop as well.

21 CLOSED SESSION (IF APPLICABLE).

21.1 The Board entered into closed session at 4:23PM.

Moved by Jacqueline A. Newton, seconded by Wendy Fletcher-Hardee

Motion to go into closed session for item three (3), item four (4), item five (5), and item six (6).

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

21.2 The Board returned to open session at 6:35PM.

Moved by Jacqueline A. Newton, seconded by Wendy Fletcher-Hardee

Motion to amend the agenda and add the appointment of Brett Keeler, Jacqueline A. Newton, Denise Houghton, Myra McDuffie, and Willie Armstrong to the Pender Memorial Hospital Board.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

Moved by Jacqueline A. Newton, seconded by Wendy Fletcher-Hardee

Motion to approve the appointment of Brett Keeler, Jacqueline A. Newton, Denise Houghton, Myra McDuffie, and Willie Armstrong to the Pender Memorial Hospital Board.

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

Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

22 ADJOURNMENT

22.1 The meeting adjourned at 6:40PM.

Moved by Jacqueline A. Newton, seconded by Wendy Fletcher-Hardee

Motion to adjourn the meeting.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.



Pender County Resolution of Support for MyFutureNC

TO: Board of County Commissioners
FROM: Tony Blount
DATE: January 16, 2024
SUBJECT: Resolution of Support for MyFutureNC

SUMMARY:

On June 26, 2019, House Bill 664 was signed into law by the Governor as S.L. 2019-55, establishing a postsecondary attainment goal that the State of North Carolina "...make significant efforts to increase access to learning and improve the education of more North Carolinians so that, by the year 2030, 2,000,000 residents between the ages of 25 and 44 will have completed a high-quality credential or postsecondary degree." The MyFutureNC Commission, which is a statewide commission focusing on postsecondary educational attainment in North Carolina is leading this effort, and recently submitted a request to the County Manager that the Board of Commissioners adopt a resolution of support for this statewide goal. Attached in the agenda packet is the resolution of support, a power point slide, and an information sheet provided to the County by MyFutureNC.

ACTION REQUESTED:

Staff recommends approval of the attached resolution.



my FUTURE NC

House Bill 664

To ensure that the State remains economically competitive, the State shall ensure that by the year **2030**:

2 MILLION

25- to 44-year-olds will have completed a high-quality credential or postsecondary degree



myFutureNC

Data Resources & Products



NORTH CAROLINA EDUCATIONAL ATTAINMENT DASHBOARD

Monitors progress toward North Carolina's educational attainment goal of 2 Million by 2030. Updated annually in February.

Source: American Census Survey (ACS), the Census Bureau

↳ [Visit the Dashboard](https://dashboard.myfuturenc.org/) - <https://dashboard.myfuturenc.org/>



DEGREE TICKER

Monitors degrees and credentials awarded by state colleges and universities. Updated annually in Fall/Winter.

Source: Integrated Postsecondary Education Data System (IPEDS)

↳ [Visit the Dashboard](https://dashboard.myfuturenc.org/) - <https://dashboard.myfuturenc.org/>

North Carolina Degree Production

Certificates

32,607

- 11%

2022 vs. 2021

Associate Degrees

32,545

- 3.2%

2022 vs. 2021

Bachelor Degrees

58,280

- 1.6%

2022 vs. 2021



COUNTY PROFILES

Equips state and local stakeholders with county/regional-specific data to aid with conversations and decision-making about local attainment priorities. Updated annually in February.

NEW Supplement Profiles *(release in Feb. 2024):*

- Workforce Development Board (WDBs) profiles
- Council of Government (CoGs) profiles
- Prosperity Zones (PZs) profiles
- Charter School profiles
- District/City School profiles

↳ [Download your County's Profile](https://dashboard.myfuturenc.org/county-data-and-resources/) - <https://dashboard.myfuturenc.org/county-data-and-resources/>



KEY PERFORMANCE INDICATORS

Monitors the performance of indicators aligned with academic readiness, college & career access, postsecondary completion, and labor-market alignment. Updates ongoing.

Source: Various

↳ [View the Key Performance Indicators](https://dashboard.myfuturenc.org/all-indicators/) - <https://dashboard.myfuturenc.org/all-indicators/>



PROMISING ATTAINMENT PRACTICES DATABASE

Allows local and regional leaders to identify initiatives across the state that are designed to boost attainment. Updates ongoing.

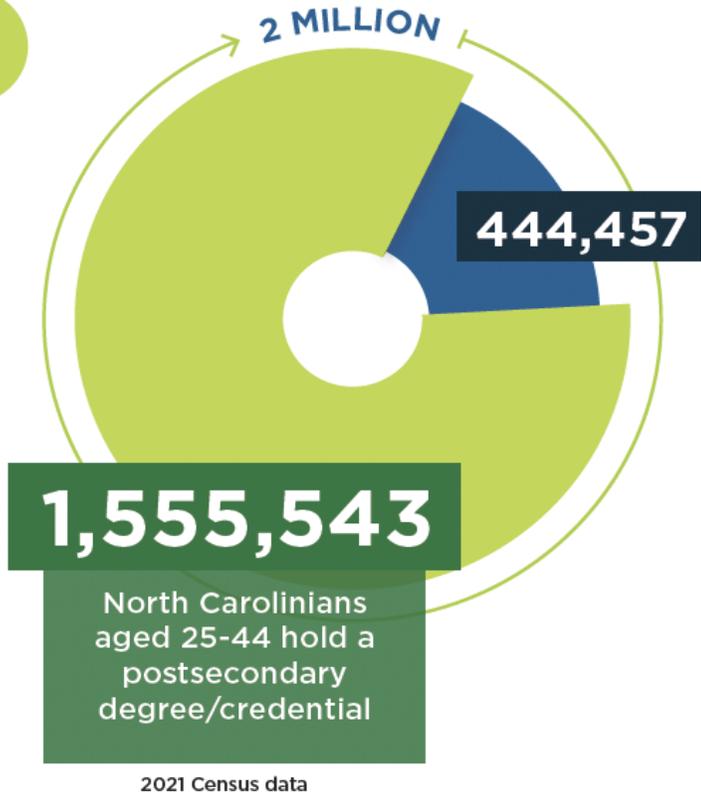
Source: State and local stakeholders' submission/suggestions, reviewed by myFutureNC

↳ [Visit the Database](https://dashboard.myfuturenc.org/promising-attainment-practices/) - <https://dashboard.myfuturenc.org/promising-attainment-practices/>

Measuring Progress Towards 2 Million

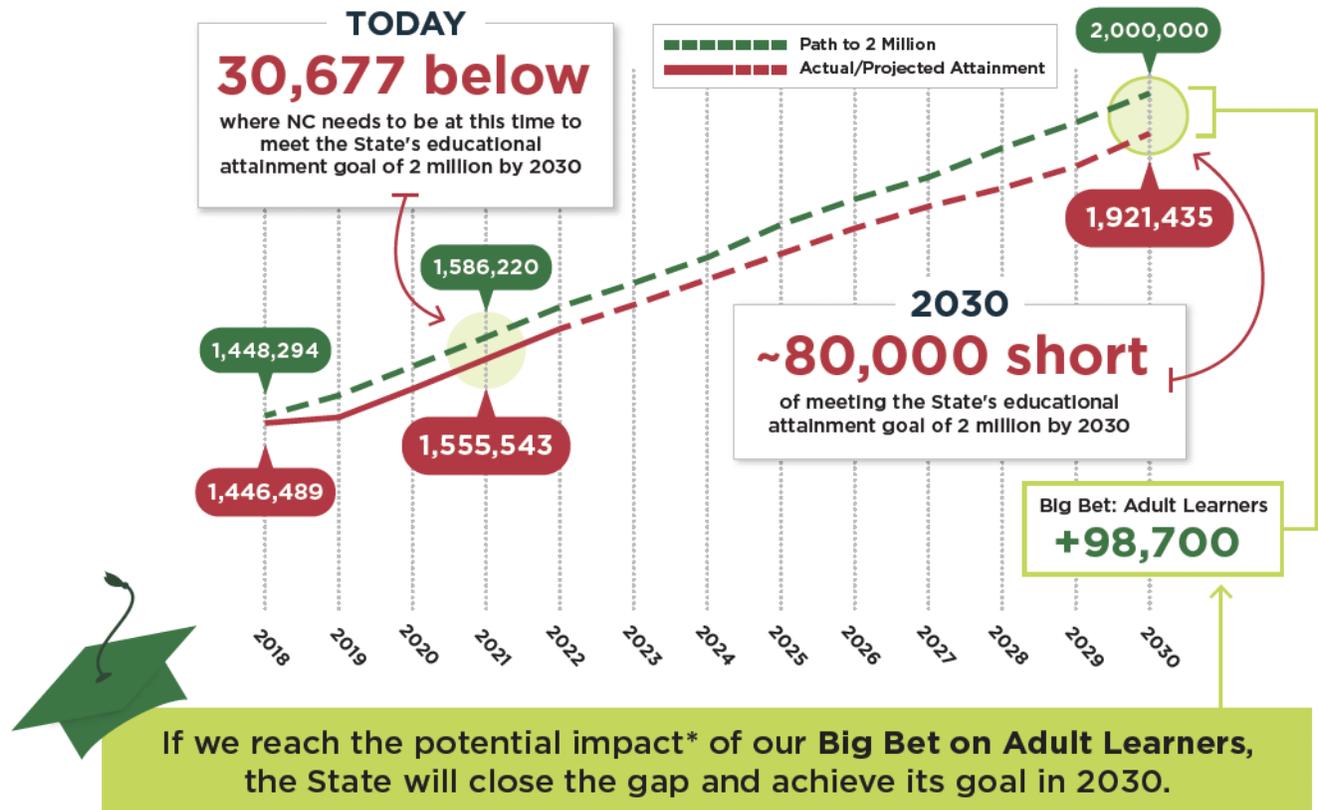
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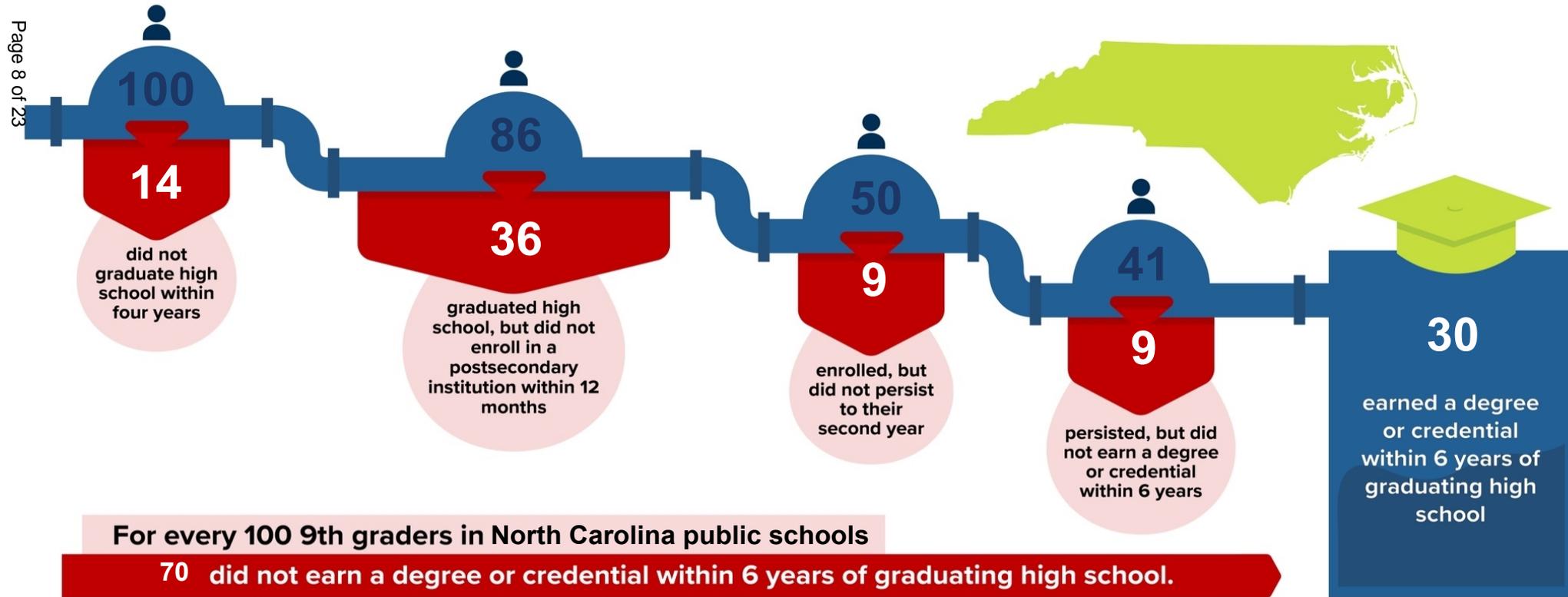


2.

North Carolina's educational attainment is projected to be only 1.92M in 2030 if it remains on its current educational trajectory.



Leaky Education Pipeline



Note: This Leaky Pipeline story is based on 2022 data for each transition point in the pipeline.

myFUTURENC
2 million by 2030

Measuring Progress Towards 18 Key Performance Indicators

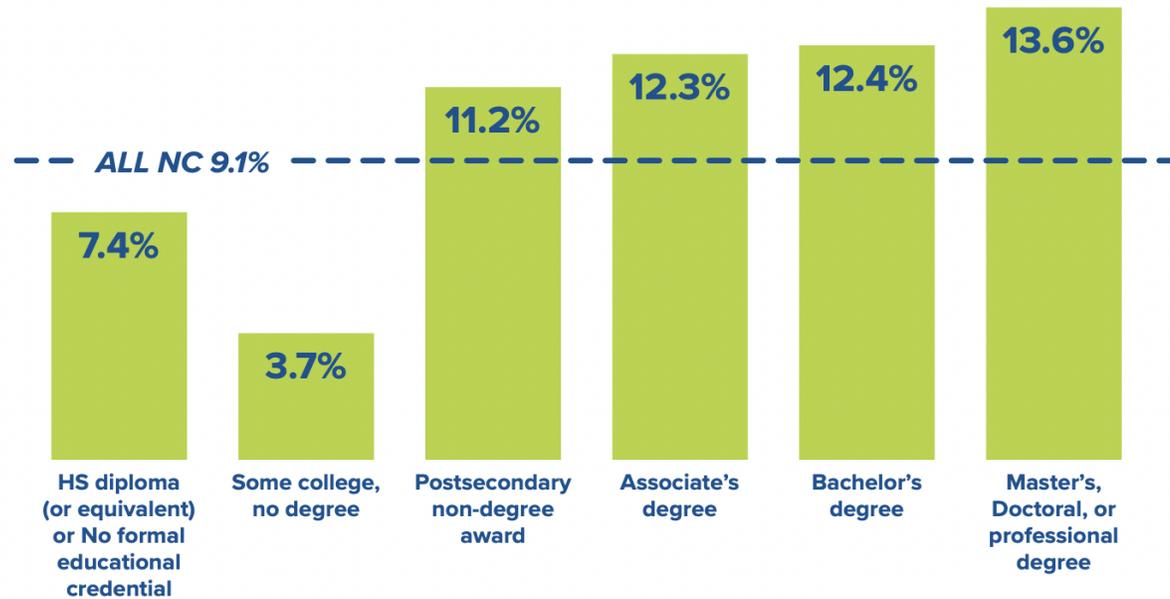
KEY: ● MET/EXCEEDED 2025 GOAL ● 1%-5% AWAY FROM 2025 GOAL ● 6%-10% AWAY FROM 2025 GOAL ● 11%+ AWAY FROM 2025 GOAL

	ASIAN	WHITE	MULTI-RACIAL	HISPANIC	BLACK	AMERICAN INDIAN	F	M	MOST RECENT	2025 GOAL	2030 GOAL
ACADEMIC READINESS											
NC PRE-K ENROLLMENT	UNAVAILABLE BY DEMOGRAPHIC								51% 2022	62%	75%
COLLEGE- AND CAREER-READY READING	59%	42%	31%	19%	17%	18%	32%	30%	31% 2023	62%	73%
NAEP 4TH GRADE READING	56%	44%	22%	21%	17%	N/A*	34%	31%	32% 2022	41%	42%
COLLEGE- AND CAREER-READY MATH	72%	48%	32%	24%	16%	21%	33%	36%	35% 2023	71%	86%
NAEP 8TH GRADE MATH	58%	37%	27%	16%	9%	N/A*	25%	26%	25% 2022	39%	42%
COLLEGE & CAREER ACCESS											
CHRONIC ABSENTEEISM	14%	26%	35%	35%	38%	49%	31%	32%	31% 2022	13%	11%
HIGH SCHOOL GRADUATION	95%	90%	83%	81%	84%	80%	89%	84%	87% 2023	92%	95%
ACT PERFORMANCE	73%	56%	40%	26%	19%	19%	43%	39%	41% 2023	66%	70%
FAFSA COMPLETION	UNAVAILABLE BY DEMOGRAPHIC								62% 2023	72%	80%
POSTSECONDARY ENROLLMENT	60%	43%	37%	29%	38%	23%	47%	34%	40% 2021	44%	47%
POSTSECONDARY COMPLETION											
FIRST YEAR PERSISTENCE RATE	UNAVAILABLE BY DEMOGRAPHIC								75% 2022	79%	80%
POSTSECONDARY COMPLETION RATE: 4 YEAR PUBLIC	88%	83%	N/A*	73%	63%	N/A*	80%	75%	77% 2022	78%	80%
POSTSECONDARY COMPLETION RATE: 4 YEAR PRIVATE	93%	84%	N/A*	76%	47%	N/A*	79%	69%	75% 2022	77%	80%
POSTSECONDARY COMPLETION RATE: 2 YEAR PUBLIC	58%	54%	N/A*	46%	30%	N/A*	49%	46%	48% 2022	46%	45%
WORKFORCE ALIGNMENT											
LABOR MARKET ALIGNMENT	UNAVAILABLE BY DEMOGRAPHIC								82% 2022	84%	85%
% OPPORTUNITY YOUTH	9%	9%	13%	11%	15%	18%	11%	10%	11% 2022	10%	9%
LABOR MARKET PARTICIPATION RATE	83%	84%	83%	80%	82%	73%	79%	88%	83% 2021	85%	86%
FAMILY-SUSTAINING WAGE	77%	66%	54%	30%	45%	36%	55%	59%	57% 2021	60%	66%

PROJECTED GROWTH RATES OF OCCUPATIONS IN NC BY REQUIRED MINIMUM EDUCATION

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Training workers to meet employer demand. North Carolina Workforce Credentials is a collaborative effort to identify industry-valued, non-degree credentials that help workers in North Carolina obtain in-demand, family-sustaining wage jobs.



Source: NC Commerce

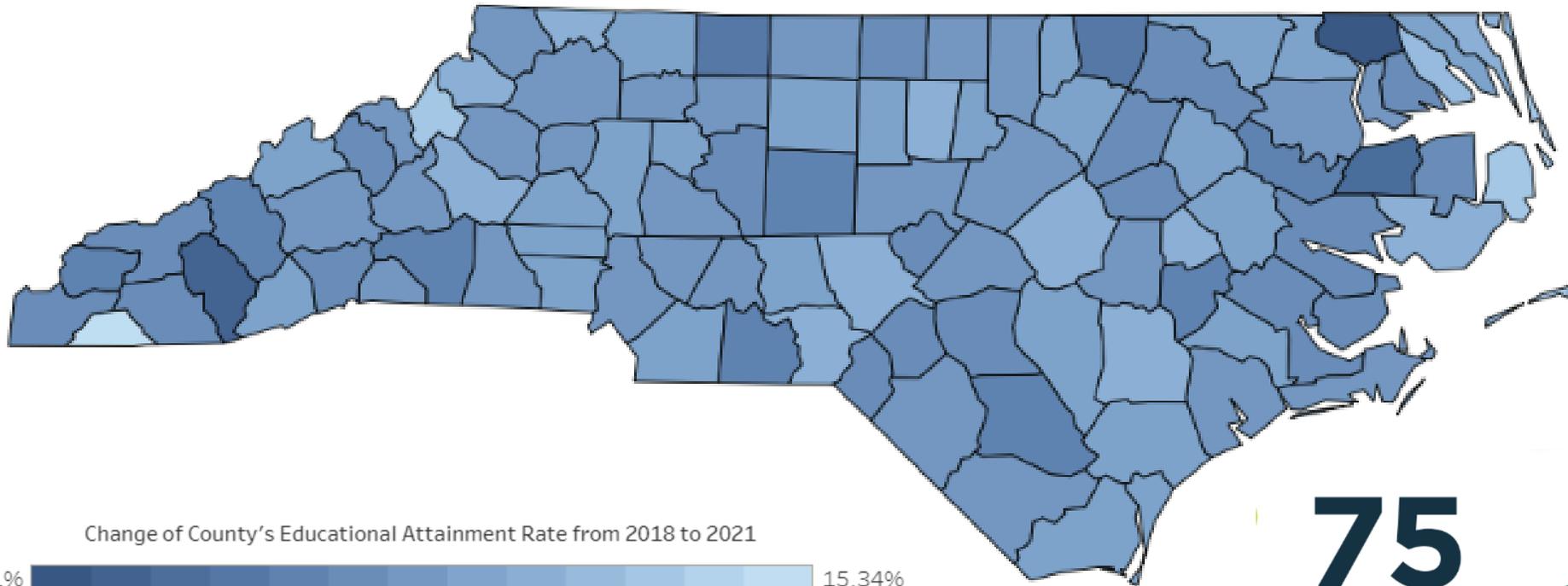
WEB LINK
qrco.de/nccareers



County Educational Attainment Rate Growth from 2018 to 2021

the share of population holding a postsecondary degree/credential

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North Carolina's Educational Attainment Rate
2018: **53.5%** 2021: **57.0%** Change: **+3.5 percentage points**
Pender County: +3.45%

75
— of 100 —

NC counties increased the educational attainment in the last three years

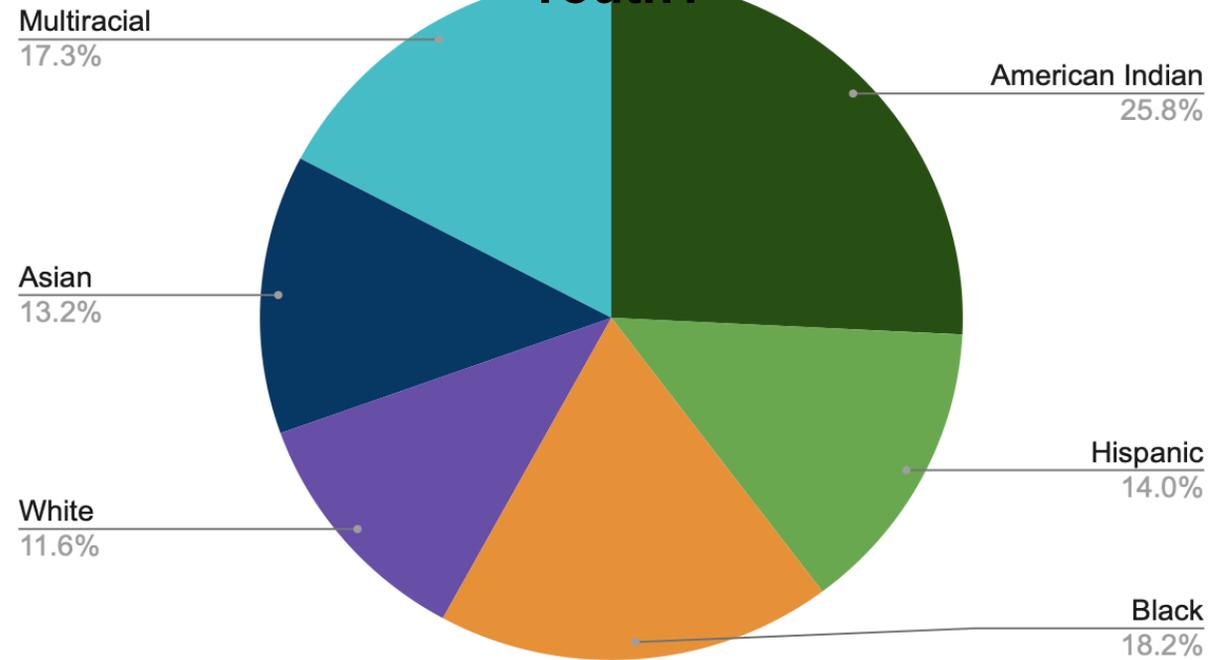
OPPORTUNITY YOUTH

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Opportunity youth are teen and young adults between the ages of 16 and 24 who are not enrolled in school or working.
Pender County 12.1%

1 in every 11
16 to 24-year-olds is not
in school or working.

Who are NC's Opportunity Youth?



Updated: Jun 16 2023

Pender County

2030 NC Degree Attainment Goal: 2 million (67%)
2030 Proposed Pender County Attainment Goal: 12,441 (65%)

Population Spotlight

2010 Census: 52,217
2020 Census: 60,203
Change: 7,986

Growth Rate

15.3% County vs. 9.5% State

\$59,812
Median Household Income (2020)

16.0%
Child Poverty Rate (2020)

87%
Households with Broadband (2020)

80%
Home Owners (2020)

79%
Voter Registration Rate (2021)

4.2%
Unemployment Rate (2021)

Wilmington Prosperity Zone Sub-Region
Peer County Type: Rural Metro
Local Education Agencies: 1
Charter Schools: 0

Educational Attainment

Pender County residents ages 25-64, 2021

No Degree

49.9%
7,118

Have Degree or Credential

50.1%
7,153

10%

23%

17%

8%

10%

22%

10%

Note: Numbers may add to more than 100% due to rounding.

Top Opportunities for Growth

These three areas represent the biggest opportunities for Pender County to improve future attainment outcomes.

School Counselors

Pender County has a student-to-school counselor ratio of 426:1, above the rural metro county average of 362:1.

Postsecondary Completion

50% of Pender County high school graduates who enroll in postsecondary earn a degree or credential within 6 years, below the rural metro county average of 53%.

Transition to Postsecondary

52% of Pender County seniors enroll in postsecondary within 12 months of graduation, below the state average of 55%.

Impact of Covid-19 on Education Pipeline

Covid-19 has affected critical transition points along the education continuum.

K-12 Enrollment (district schools)

5.7% 2021-22 vs. 2019-20

FAFSA Completion

-3.6% 2021-22 vs. 2019-20

Data Disruptions

- College and Career-Ready in Reading
- College and Career-Ready in Math
- Chronic Absenteeism

ACADEMIC READINESS

How students in Pender County traditional schools are currently doing:

To meet state goals, each year Pender County needs:

- Pender County has met the goal for **Pre-K enrollment**. (Goal: 75%). 2022
- 31% of 3-6 graders are earning college-and-career-ready scores (level 4 or 5) in **reading**; 1,955 more needed to meet state goal of 73%. 2022
- 36% of 3-6 graders are earning college-and-career-ready scores (level 4 or 5) in **math**; 2,340 more needed to meet state goal of 80%. 2022
- 93% of 9th graders **graduate within four years**; 15 more needed to meet state goal of 95%. 2021
- 25% of students are **chronically absent from school**; 1,334 less needed to meet state goal of 11%. 2021

Pender County has a **student-to-school counselor ratio** of 426:1 versus 362:1 in peer counties. 2021

School Choice

11,563 total students were enrolled in K-12 in Pender County in the 2021-22 school year.

Note: This profile focuses on outcomes of students enrolled in district schools.

87%

Career and College Preparation

- 339 high school students look at least one AP course (13%) versus 9% in peer counties (2021).
- 370 graduates participated in **Career & College Promise** programs (66%) versus 43% in peer counties (2021).

Students in Pender County completed **448 Career & Technical Education** concentrations in 2021. The top three CTE concentrations completed include Health Science, Agricultural, Food, & Natural Resources, and Architecture and Construction.

COLLEGE & CAREER ACCESS

- 55% of seniors **completed the FAFSA** in 2022; 150 more needed to complete in 2022 to meet state goal of 83%. 2022
<https://www.ncshs.org/ncshsweb/fafsa-facts/>
- 77% of graduates reported **intentions to enroll** in a postsecondary institution versus 69% in peer counties. 2021
- 52% of graduates **enrolled in a postsecondary institution** within 12 months versus 49% in peer counties. 2021
- 43% of Pender County students have **parents with no college degree** (either 2- or 4-year) versus 56% in peer counties.

Postsecondary Enrollment Rates for Select Groups in Pender County, 2021

Note: Outcomes for demographic groups with fewer than 10 students are not disclosed.

Updated: Jun 16 2023

Pender County 2022 Attainment Profile

POSTSECONDARY COMPLETION

Success of Pender County High School Graduates

Top destinations of graduates, 2016-2020

- 38% of college-goers attended a **public 4-year college**
- 8% of college-goers attended a **private 4-year college**
- 51% of college-goers attended a **public 2-year college**
- 45% of college-goers attended a **private 2-year college**
- 93% of college-goers attended an **in-state college**

- 76% of students who enroll **persist to their second year** versus 73% in peer counties. 2021
- 85% of students who enroll **earn a degree or credential** within 6 years versus 57% in peer counties. 2021

Adult Learners

Pender County resident enrollments in NC Community Colleges, 2021

- 182 Basic Skills
- 895 Continuing Education
- 1,600 Curriculum

- 14% of Pender County residents have **student loan debt**; 8% of debt holders had **student loans in default**. 2022

LABOR MARKET ALIGNMENT

In your Prosperity Zone Sub-Region:

85.4% of postsecondary degrees and credentials conferred by regional institutions are **aligned with labor market needs**.

Top areas of misalignment:

- Transportation, Distribution & Logistics (below bachelor's)
- Health Science (below bachelor's)
- Finance (bachelor's)

273 individuals served in an **Apprenticeship/NC program** in 2020

UNC and NC Community College Outcomes:

- 5,768 graduates in 2020
- 56% of 2016 graduates were employed in NC in 2021
- \$44,807 annual average earnings of graduates employed in NC (includes both part-time and full-time jobs)

In 2021 your Workforce Development Board served:

- 8,319 in Basic Services
- 4,329 in Career Services
- 501 in Education Services

- 12.1% of young adults ages 18-24 in Pender County were **not working and not in school** versus 15.2% in peer counties. 2021

LABOR MARKET ALIGNMENT

Promising Attainment Practices

The new **Promising Attainment Practices Database** is a curated, searchable, and filterable collection of about 250 county, region, and state-level initiatives and programs that directly address various components of the state's attainment challenge. The Database allows local and regional initiative leaders and other stakeholders to identify groups across the state who are developing or operating initiatives designed to boost attainment.

Follow link to discover how Pender County has been meeting local needs:
https://dashboard.myfuturenc.org/promising-attainment-practices/?wdl_search=Pender

For more information about each indicator, including data sources and methodology, visit:
dashboard.myfuturenc.org/county-data-and-resources/

POSTSECONDARY COMPLETION

Postsecondary assets in Wilmington Prosperity Zone sub-region

Degree Credentials Awarded, 2021

1,154 certificate | 1,686 associate | 3,936 bachelor's

LABOR MARKET ALIGNMENT

Impact of Covid-19 on NC Community College Enrollment

Curriculum

First-time Curriculum Enrollments

Basic Skills

Continuing Education

Number of Pender County residents employed, January 2020 to March 2022

LABOR MARKET ALIGNMENT

myFUTURE NC
2 miles by 2020

JULIA H. BARK
GOVERNOR

UNC
UNIVERSITY OF NORTH CAROLINA

Pender County

2030 NC Degree Attainment Goal: 2 million (67%)
2030 Proposed Pender County Attainment Goal: 12,441 (65%)



Wilmington
Prosperity Zone Sub-Region
Peer County Type: Rural Metro
Local Education Agencies: 1
Charter Schools: 0

Population Spotlight

2010 Census: 52,217
2020 Census: 60,203
Change: 7,986

Growth Rate

15.3% vs. 9.5%
County State



\$59,812
Median Household Income (2020)



16.0%
Child Poverty Rate (2020)



87%
Households with Broadband (2020)



80%
Home Owners (2020)



79%
Voter Registration Rate (2021)



4.2%
Unemployment Rate (2021)

Educational Attainment

Pender County residents ages 25-44, 2021

Less than high school High school graduate (including GED) Some college, no credential Short-term credential Associate degree Bachelor's degree Graduate or professional degree



No Degree
49.9%
7,118



Have Degree or Credential
50.1%
7,153



Note: Numbers may add to more than 100% due to rounding

Top Opportunities for Growth

These three areas represent the biggest opportunities for Pender County to improve future attainment outcomes.



School Counselors

Pender County has a student-to-school counselor ratio of 426:1, above the rural metro county average of 362:1.



Postsecondary Completion

55% of Pender County high school graduates who enroll in postsecondary earn a degree or credential within 6 years, below the rural metro county average of 57%.



Transition to Postsecondary

52% of Pender County seniors enroll in postsecondary within 12 months of graduation, below the state average of 55%.

County Goal: 12,441-7,153= 5,288

Pender County- 2022 OPPORTUNITIES FOR GROWTH

Page 15 of 23

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LOCAL and REGIONAL IMPACT



**What can we
do together
that we cannot
do alone?**

Pender County - Endorsements

Education Agencies:

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Pender County Public Schools

Cape Fear Community College
Coastal Carolina Community
College

Universities:

University of Mount Olive
NC Wesleyan College
UNC Wilmington
ECU

Government:

Cape Fear Workforce Development
Board and Council of Governments

Chambers of Commerce:

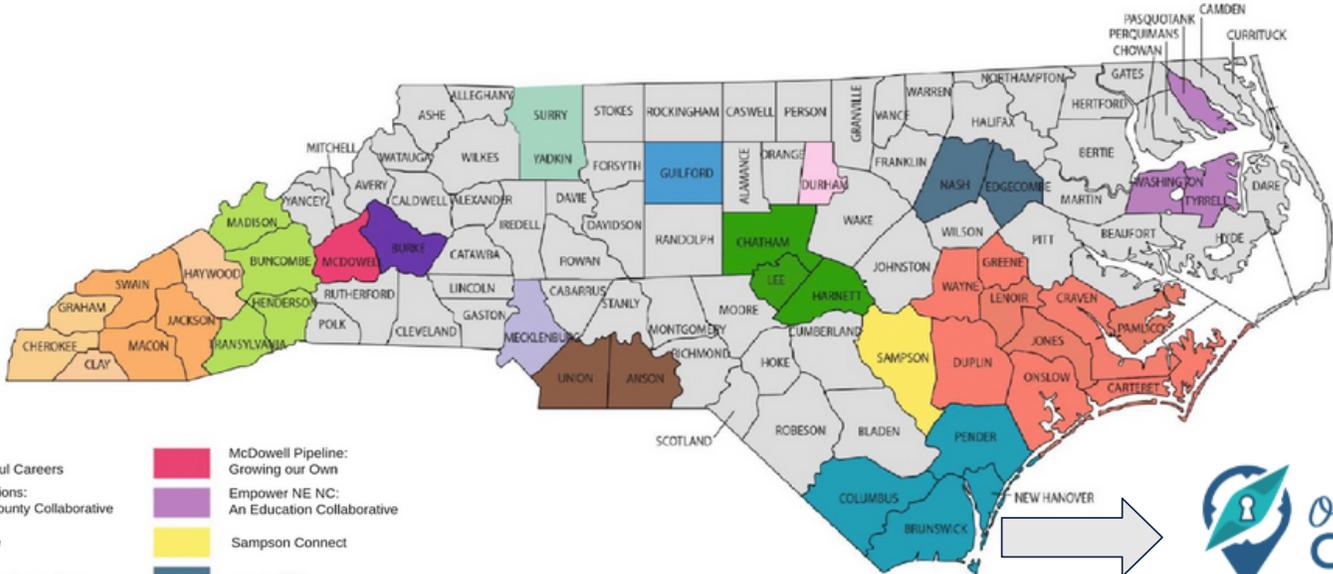
Wilmington Area Chamber

Currently Seeking:

**Pender County Manager and
Commissioners
Other Chambers
Municipalities
Nonprofits
Others**

Local Educational Attainment Collaboratives

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- Our Future Cape Fear: A Roadmap to Meaningful Careers
- Central Carolina Connections: Chatham, Harnett, Lee County Collaborative
- Queen City Collaborative
- OurFutureE3NC Educate, Equip, Excel
- GuilfordJobs2030
- AchieveHIGHTS!
- Land of Sky Education & Workforce Collaborative
- Durham Opportunity Collaborative
- McDowell Pipeline: Growing our Own
- Empower NE NC: An Education Collaborative
- Sampson Connect
- #workHERE
- Surry-Yadkin_IMPACT
- Our Future in UNISON
- Work in Burke



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Our Future Cape Fear: An Education Attainment Network

Our Future Cape Fear is a powerful collaborative effort among organizations, institutions, and stakeholders dedicated to enhancing educational outcomes and boosting educational attainment. At our core, we believe in the strength of partnerships. We strive to bring people together and build connections. **We aspire to act as a driving force for collaboration by means of our community, our convenings, and our communication efforts.**



By 2030, approximately 67% of jobs in NC are projected to demand a postsecondary credential. The Cape Fear region is also expected to experience this workforce trend, revealing significant disparities within historically marginalized communities in the area.

Genna Wirth: VOYAGE
genna.wirth@voyagewilmington.org

Dominique Bates: CTE Director Pender County
dominique_bates@pender.k12.nc.us

NEXT STEPS

Page 20 of 23

- ★ As you review your [local county goal](#) included on the top of your county attainment profile, how can you assist with ongoing/future conversations with cross-sector partners within your team and community?
- ★ Join the **Call to Action** and become an *Attainment Focused Community*:



Endorse State Attainment Goal
Adopt Local Attainment Goal
Develop Local Attainment Action Plan
Execute Action Plan
Increase Local Attainment

Pender County

2030 NC Degree Attainment Goal: 2 million (67%)
 2030 Proposed Pender County Attainment Goal: 12,441 (65%)



Wilmington
 Prosperity Zone Sub-Region
 Peer County Type: Rural Metro
 Local Education Agencies: 1
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 Voter Registration Rate (2021)



4.2%
 Unemployment Rate (2021)

Educational Attainment

Pender County residents ages 25-44, 2021

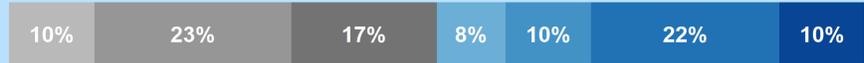
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Transition to Postsecondary

52% of Pender County seniors enroll in postsecondary within 12 months of graduation, below the state average of 55%.

Impact of Covid-19 on Education Pipeline

Covid-19 has affected critical transition points along the education continuum.

K-12 Enrollment (district schools)

5.7% 2021-22 vs. 2019-20

Postsecondary Enrollment

-7.6% 2021 vs. 2020

FAFSA Completion

-3.6% 2021-22 vs. 2018-19

Postsecondary Intentions

-3.3% 2020-21 vs. 2018-19

Data Disruptions

- College-and-Career-Ready in Reading
- College-and-Career-Ready in Math
- Chronic Absenteeism



ncdemography.org

How students in Pender County traditional schools are currently doing:

To meet state goals, each year Pender County needs:

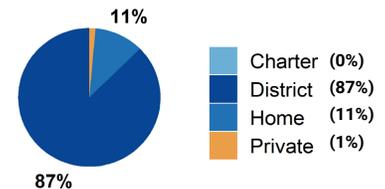
- Pender County has met the goal for **Pre-K enrollment**. (Goal: 75%). 2022
- 31% of 3-8 graders are earning college-and-career-ready scores (level 4 or 5) in **reading**; 1,955 more needed to meet state goal of 73%. 2022
- 36% of 3-8 graders are earning college-and-career-ready scores (level 4 or 5) in **math**; 2,340 more needed to meet state goal of 86%. 2022
- 93% of 9th graders **graduate within four years**; 15 more needed to meet state goal of 95%. 2021
- 25% of students are **chronically absent from school**; 1,334 less needed to meet state goal of 11%. 2021

Pender County has a **student-to-school counselor ratio** of 426:1 versus 362:1 in peer counties. 2021

School Choice

11,563 total students were enrolled in K-12 in Pender County in the 2021-22 school year.

Note: This profile focuses on outcomes of students enrolled in district schools.



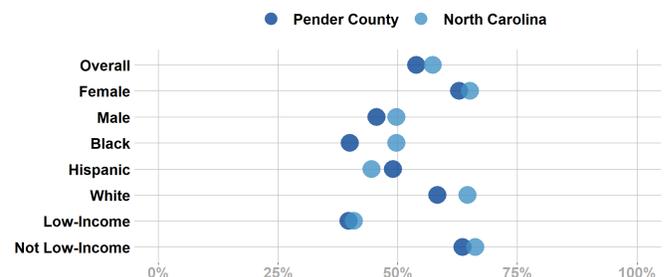
Career and College Preparation

339 high school students took at least one **AP course** (12%) versus 9% in peer counties (2021).

370 graduates participated in **Career & College Promise programs** (46%) versus 43% in peer counties (2021).

Students in Pender County completed **448 Career & Technical Education concentrations** in 2021. The top three CTE concentrations completed include Health Science; Agricultural, Food, & Natural Resources; and Architecture and Construction.

Postsecondary Enrollment Rates for Select Groups in Pender County, 2021



Note: Outcomes for demographic groups with fewer than 10 students are not displayed.

ACADEMIC READINESS

COLLEGE & CAREER ACCESS

- 55% of seniors **completed the FAFSA** in 2022; 159 more need to complete in 2022 to meet state goal of 80%. 2022 <https://www.myfuturenc.org/ourwork/first-in-fafsa/>
- 77% of graduates reported **intentions to enroll** in a postsecondary institution versus 69% in peer counties. 2021
- 52% of graduates **enrolled in a postsecondary institution** within 12 months versus 49% in peer counties. 2021
- 43% of Pender County students have **parents with no college degree** (either 2- or 4-year) versus 58% in peer counties.

POSTSECONDARY COMPLETION

Success of Pender County High School Graduates

Top destinations of graduates, 2016-2020

- 39% of college-goers attended a **public 4-year college**
- 9% of college-goers attended a **private 4-year college**
- 51% of college-goers attended a **public 2-year college**
- <5% of college-goers attended a **private 2-year college**
- 93% of college-goers attended an **in-state college**

- 76% of students who enroll **persist to their second year** versus 73% in peer counties. 2021
- 55% of students who enroll **earn a degree or credential** within 6 years versus 57% in peer counties. 2021

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- 895** Continuing Education
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0 45mi

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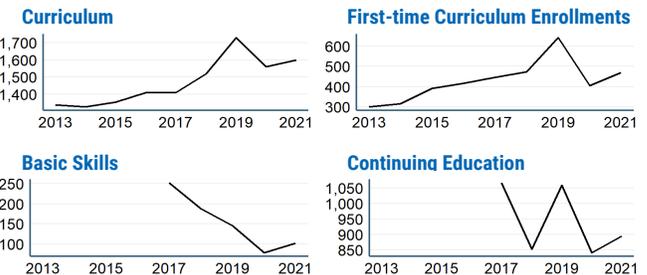
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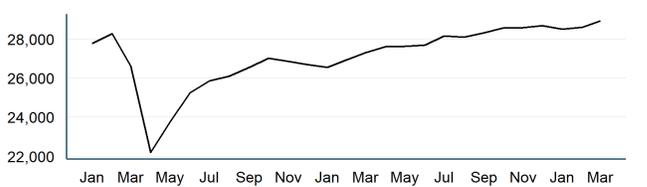


12.1% of young adults ages 16-24 in Pender County were **not working and not in school** versus 15.2% in peer counties. 2019

Impact of Covid-19 on NC Community College Enrollment



Number of Pender County residents employed, January 2020 to March 2022



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Board of County Commissioners
Jacqueline A. (Jackie) Newton – Chair
Wendy Fletcher-Hardee – Vice Chair
Archibald (Fred) McCoy
Jerry Groves
Brad George



County Manager
David Andrews
Assistant County Manager
Allen Vann
County Attorney
Carl W. (Trey) Thurman
Staff Attorney
Patrick Buffkin

A Resolution Expressing Support for the myFutureNC Attainment Goal

WHEREAS, myFutureNC is a statewide non-profit organization focused on educational attainment and is the result of cross-sector collaboration between North Carolina leaders in education, business, and government; and

WHEREAS, North Carolina has the goal that that 2 million North Carolinians will have a high quality credential or postsecondary degree by 2030; and

WHEREAS, Pender County is committed to continuing to support the success of Pender County Public Schools; and

WHEREAS, Pender County, along with other key partners, will help advance the educational attainment of students in North Carolina by investing in public schools and partnering with local institutions of higher learning; and

WHEREAS, Pender County agrees that North Carolina faces a gap between the projected needs for citizens with high-quality credentials or postsecondary degrees and the attainment of those high-quality credentials or postsecondary degrees.

NOW, THEREFORE, THE PENDER COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

1. Pender County expresses its support for the attainment goal of myFutureNC that 2 million North Carolinians should have a high-quality credential or postsecondary degree by 2030; and
2. Pender County Commissioners supports and adopts the local educational attainment goal of 12,441 (65%) individuals with a high-quality credential or postsecondary degree by 2030 in Pender County; and
3. Pender County Commissioners along with leaders in business, education, state and local government, and community organizations will continue to foster collaboration to achieve the goal by developing an action plan, defining success with measurable outcomes, executing on the action plan, and sharing successful practices with MyFutureNC and peer communities.

Adopted by the Pender County Board of Commissioners this the ___ day of _____, 2023.

Brad George, Chair
Board of Commissioners

ATTEST:

David Andrews,
Clerk to the Board of Commissioners



Pender County Request Board Approval

TO: Board of County Commissioners
FROM: Alan Cutler
DATE: January 16, 2024
SUBJECT: Approval of FY 2024 North Carolina 911 Grant Award in the amount of \$2,548,628.00 and Budget Ordinance Amendment.

SUMMARY:

Pender County 911 has been awarded a grant in the amount of \$2,548,628.00 for the relocation of the Pender County 911 facility to a new facility, to include associated building systems, technology systems, and outfitting for the facility.

Scope of Project: To construct a PSAP facility in a building owned by the County that will house the 911 center, incorporating necessary building systems, technology systems, and upfitting the center for the purpose of providing 911 service. The Grant Funds shall only be used to pay for the portions of the project that are ETSF ineligible.

- a. Grantee shall be responsible for administrative and management duties associated with the Project and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.
- b. Grantee shall prepare and submit reports as stated in Exhibit A.
- c. Goals and objectives include:

County, shall be 3810 square feet. The PSAP will provide working space for seven (7) workstations. The funds allocated within this Grant Agreement shall only be used for the portion of the building housing the PSAP. Construction funds are to be used for costs necessary for construction, such as bricks, mortar, HVAC, UPS, access control, and security.

1. To construct, outfit, and furnish a new PSAP in a building owned by the County, shall be 3810 square feet. The PSAP will provide working space for seven (7) workstations. The funds allocated within this Grant Agreement shall only be used for the portion of the building housing the PSAP. Construction funds are to be used for costs necessary for construction, such as bricks, mortar, HVAC, UPS, access control, and security.

2. For the purposes of this Agreement, PSAP Grant Funds are allocated as follows:

1. For project management and technology consultant services, this Agreement allocates \$200,000.00.
2. For construction costs, including construction and a construction contingency, this Agreement allocates \$2,100,072.00.
3. For technology costs, including the purchase of computers, servers, and monitors, general technology infrastructure such as data center cabinets, networks, racks, and cabling, security and audiovisual systems, network infrastructure, CAD migration, radio power distribution and surge protection, logging recorder, administrative phones, audio-visual equipment, and technology contingency, this Agreement allocates \$188,556.00.
4. For the purchase of furniture at the PSAP, including office furniture for offices, break room, and quiet room, as well as file cabinets and appliances, this Agreement allocates \$60,000.00.

The terms of the agreement shall begin on the date of authorized signatures and terminate on 31 December 2026.

ACTION REQUESTED:

Approval of FY 2024 North Carolina 911 Grant Award in the amount of \$2,548,628.00.

Contract No.

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the _____ day of the month of _____, 2024 by and between **Pender County**, the **Grantee**, and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the Board (together “the Parties”) hereby agree as follows:

WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407 and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to construct a new PSAP, and

WHEREAS the 911 Board allocated funds for the purposes identified in the Grant Application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:
 - a. Project: The relocation of the Pender County 911 facility to a new facility, to include associated building systems, technology systems, and outfitting for the facility.
 - b. Deobligation: the 911 Board’s cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.
 - c. Executive Director: Executive Director of the 911 Board.
 - d. Grant Funds: the amount authorized for award by the 911 Board in the amount of \$2,548,628.00.
 - e. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
 - f. Grantee: Pender County, notwithstanding N.C.G.S. §143C-6-23(a)(3).
 - g. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined in G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.
 - h. Interlocal agreement: Reserved
 - i. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury,

including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

j. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

k. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: To construct a PSAP facility in a building owned by the County that will house the 911 center, incorporating necessary building systems, technology systems, and upfitting the center for the purpose of providing 911 service. The Grant Funds shall only be used to pay for the portions of the project that are ETSF ineligible.

a. Grantee shall be responsible for administrative and management duties associated with the Project and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports as stated in Exhibit A.

c. Goals and objectives include:

1. To construct, outfit, and furnish a new PSAP in a building owned by the County, to include UPS, HVAC, access control, and security. The square footage shall be 3810 square feet. The PSAP will provide working space for seven (7) workstations. The funds allocated within this Grant Agreement shall only be used for the portion of the building housing the PSAP. Construction funds are to be used for costs necessary for construction, such as bricks, mortar, HVAC, UPS, access control, and security.

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3. The Grantee shall adhere to rules for PSAP facilities, equipment, and software within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.
 4. Coordinate technology purchases and facility design to ensure continued compliance with the State NG911 system, including GIS call routing.
 5. Conduct thorough system(s) testing before acceptance.
- d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.
 - e. Grantee shall submit a revised budget and work plan within sixty (60) days of signing this Agreement, with details of the architectural and building plans representing any changes from the Grant Application. Revisions and work plan changes shall identify permitting, environmental and geotechnical site survey results, any abatement requirements, an assessment of the tower as proposed in the Grant Application, and associated costs as well as the source(s) of funds to complete any conditions, contingencies or abatements. Revisions and work plan changes should identify project component details (as identified in the Grant Application and this Agreement) and costs identified in the Grant Application together with a timeline that includes component details. These revised documents must reflect any changes and special conditions of the Grant award. The budget must include any matching funds or funds from other sources and the anticipated time when such funds will be spent. Grantee shall identify potential or contingent sources of funding including but not limited to other grants during the term of this Agreement. The work plan should include a timeline and specific milestones and/or deliverables that will be used to measure interim progress and accomplishments of the project during the term of this Agreement. Grant Funds will not be released until these revised documents are approved by the 911 Board Executive Director.

f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.

h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.

b. Any work referred to in Paragraph 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.

c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.

d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.

e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.

4. Consolidation. Reserved.

5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 31 December 2026 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Paragraph 14; or amended by written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time.

6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is anticipated to be completed in approximately thirty-six (36) months. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Paragraph 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project timelines and milestones identified in the Grant Application, and incorporated into Exhibit B, are incorporated herein by reference.

c. The Pender County PSAP will continue to operate during the Project, either at the primary or the backup PSAP; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee shall prepare and release one or more solicitation documents comprising RFPs or other similar solicitation documents in compliance with the Project schedule presented in the Grant Application, and as such may be amended.

e. Contracts based upon Grantee's solicitation documents shall be awarded in a timely manner in compliance with the Project schedule presented in the Grant Application, and as such may be amended.

7. Delivery of Grant Funds. The total Grant Funds equal Two Million, Five Hundred Fifty-Four Thousand, Six Hundred Twenty-Eight and 00/100 (\$2,548,628.00) Dollars. Grant Funds shall be held by the 911 Board and delivered at a maximum as follows:

a. Funds shall be released to Grantee after receiving copies of Grantee's contracts, purchase orders and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. The Grantee shall ensure that all milestone payments are reconciled to an applicable vendor quote to show the eligible and ineligible amounts awarded and the specific funding stream, and in sufficient detail to show the expenses in the invoice are defined to show they were part of the grant award and that the task in the milestone was completed. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Grant Funds may not be used for any type of bond, monies due upon contract execution, or any type of speculative downpayment for the project. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.

c. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).

d. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

e. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*

f. In the event Grantee breaches any of the covenants or agreements contained in this Paragraph, or any of the representations and warranties of Paragraphs 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this Agreement to return Grant Funds and to refund sums, apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of Grant Funds to the Board.

g. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

h. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.

i. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant funds it has received to the Board.

j. As a condition of receiving the Grant, the Grantee must contribute general funds for ineligible costs as described in the Grant Application. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application. All general funds shall be expended prior to fully expending Grant Funds.

8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North

Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.

9. Independent Status of Grantee.

a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.

b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board, nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.

10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Prior approval shall not be required for changes that affect the approved budget unless a line item in the budget allocation is exceeded by ten (10%) percent or \$500.00, whichever is greater. Any changes in the approved budget that would result in modifying budget line items or allocations, or the addition or deletion of a budget category, shall require prior approval from the 911 Board. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or

b. If the activities for which the Grant was awarded do not begin within three (3) months of the effective date of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

- a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
- b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.
- c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.
- d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.*, Non-State Entities Receiving State Funds in N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules, and Regulations, as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

- a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*
- b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.
- c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt: 1) Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination; 2) Failure to complete any necessary permitting, environmental abatement or failure to appropriate funds to complete such permitting or abatement, shall result in termination of this Agreement. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The County agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Paragraph 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

e. Grantee recognizes that Grant Funds are State Funds, and the expenditure of State Funds deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance

of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended grant funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds); or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly

authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee will provide written assurances from the County confirming that funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as: misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with N.C. Gen. Stat. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. §14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.

d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.

e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure.

f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Grant Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.

b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's Grant Application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,

- b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,
- c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved,
- d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Paragraph 28 below following the agreement to mediate,
- e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and
- f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

- a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.
- b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with the reporting requirements of this Agreement.
- c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.
- e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.
- f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that it has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of G.S. Chapter 64, Article 2.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

- a. That the Proprietary Information is protected as permitted by applicable law,
- b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
- c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

- a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq.* Such information may

include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type “**CONFIDENTIAL.**” By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party’s assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party’s confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: when deposited in the United States mails, first class, postage prepaid and properly addressed or by e-mail, as follows:

If to the 911 Board: Attn: L. V. Pokey Harris, Executive Director
 N.C. 911 Board
 P.O. Box 17209
 Raleigh, NC 27609

 Ph: 919-754-6621
 E-Mail: pokey.harris@nc.gov

If to Grantee: Attn: George Valsame
 Special Investigator, Pender County Sheriff
 605 E. Fremont Street
 Burgaw, NC 28425

 Ph: 910/ 470-7812
 E-Mail: george.valsame@pendersheriff.com

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire and Grant Funds will be deobligated if the Agreement is not signed and returned to the 911 Board for countersignature no later than sixty (60) days from the date it was sent to Grantee.**

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Pender County

By: _____

Title: _____

Date: _____

ATTEST:

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

By: _____

Chief Finance Financial Officer

N.C. 911 Board

By: _____

Title: _____

Date: _____

Exhibit A
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP transitions to the new facility, priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed herein or incorporated herein and shall be revised consistent with progress reports and budgets for the Pender County PSAP.
4. Monthly Reports: The Grantee shall provide monthly reporting of contracts, purchase orders and other financial matters identified in Exhibit A Paragraph 1 above. These monthly reports shall be delivered beginning 5 February 2024 and continue thereafter on the fifth day of each month for the term of the Agreement.
 - a. The Grantee shall submit one copy of each report via email in Microsoft Word and in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator.
 - b. The Grantee shall appear and provide presentations to the 911 Board during the term of this Agreement upon request of the 911 Board.
5. Interim Reports: Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Grantee shall inform the 911 Board as soon as the following types of conditions become known:
 - a. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any federal or other assistance needed to resolve the situation.
 - b. Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

- c. Interim reports shall be delivered not less than annually.
6. Final Project Report
- a. The Grantee shall submit one copy of the final project report via email in PDF format to the Executive Director and the PSAP’s assigned Regional Coordinator within 45 days after the end of the project period.
 - b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the Grant Application were met. The final report shall be submitted within 45 days after the end of the project period and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
 - c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).
7. Budgets and/or budget projections for subsequent years, as may be developed during the term of this Agreement, illustrating financial support to update and maintain the Project equipment.
8. Timeline of Project Work:

Task	Date of Completion
Bid construction project	February 29, 2024
Contract with construction firm	April 30, 2024
Develop Technology Schedule	January 31, 2025
Develop migration/transition plan	March 31, 2026
Procure Technology Purchases	April 30, 2026
Facility Construction, including reviewing and addressing construction items	July 31, 2026
Install, test, and validate all new technology and equipment infrastructure	August 31, 2026
Conduct 30-day burn-in period	October 31, 2026
Transition 911 operations to the new PSAP	October 31, 2026

Grant Closeout	December 31, 2026
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Exhibit B

Grant Application

Grantee's Grant Application is incorporated by reference.

Pender County Budget Ordinance Amendment

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Fiscal Year **FY 2023-2024**

Department **510 - SHERIFFS DEPARTMENT**

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	255-335023	E911 Grant Funds	2,548,628.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	255-403300	Supplies & Materials	60,000.00
2	255-404500	Contracted Services	108,556.00
3	255-406000	Computer Supplies	80,000.00
4	255-407100	Non-Deprec Capital	
5	255-407400	Capital Outlay	200,000.00
6	255-407460	Construction	2,100,072.00
7			
8			
9			
10			

Total Revenues 2548628 **Total Expenditures** 2548628

Budget Amendment Balances when Zero. 0

Prepared By: Jennie Coleman **Email:** jcoleman@pendersheriff.com



**Pender County
Request to enter into a contract
agreement with Sungate Design Group,
P.A. to provide stormwater review
services**

TO: Board of County Commissioners
FROM: Daniel Adams
DATE: January 16, 2024
SUBJECT: Request to enter into a contract agreement with Sungate Design Group,
P.A. to provide stormwater review services

SUMMARY:

On September 20, 2023, Pender County issued a request for qualifications (RFQ) soliciting engineering services to conduct reviews of stormwater systems that are designed as part of development proposals. Statements of qualifications were due October 11. The County received five submittals and staff evaluated those submittals based on the criteria established in the RFQ; specifically, the demonstrated competency/experience of the firm related to the scope of services requested, the firm's proposed approach to the services being requested, and feedback from listed references. Sungate Design Group, P.A. of Raleigh scored the highest based on staff's evaluation, so we began contract negotiations with that firm and are now proposing to execute a contract with them to perform stormwater review services for the County.

Background

The Board of Commissioners approved staff soliciting a third-party engineering firm to perform stormwater review services as part of the County's development review process in the FY 24 budget. The County does not currently have an engineer on staff, so we rely on the developer's engineer to ensure that the proposed stormwater system that is part of the development meets the County's design standards. Our current standards require stormwater systems to be designed so that there is no more than a 10% increase in stormwater runoff from the site once the project is constructed. This requirement is in effect for the 10-year and 25-year precipitation events.

By having an engineering firm under contract, the County will now have the technical expertise to ensure that stormwater systems are designed and constructed to the standards required in our Unified Development Ordinance (UDO). As approved in the FY 24 budget, the cost of the development review services will be passed on to the developer. The County will pay the initial costs and then be reimbursed for those costs by the developer prior to issuance of a development permit. The budgeted amount for

FY 24 is \$70,000. By having this technical service available, we can ensure stormwater systems are appropriately designed and constructed and thereby reduce the impact of the development on adjacent property owners and our natural systems.

ACTION REQUESTED:

Consideration of proposed contract agreement with Sungate Design Group, P.A. and approval of a purchase order for \$70,000.

ATTACHMENTS:

1. Sungate Design Group, P.A. Submittal
2. Proposed Contract



SUNGATE DESIGN GROUP, P.A.

PROPOSAL FOR PENDER COUNTY ENGINEERING SERVICES FOR STORMWATER PLAN REVIEW



905 Jones Franklin Road
Raleigh, NC 27606



919-859-2243



jdalton@sungatedesign.com
www.sungatedesign.com

Page 3 of 33



919-859-2243

www.sungatedesign.com

905 Jones Franklin Road
Raleigh, NC 27606

October 11, 2023

To:

Pender County

Daniel Adams
805 Walker Street
Burgaw, NC 28425

Re:

Engineering Services for Stormwater Plan Reviews

Dear Mr. Adams and Members of the Selection Committee,

I am writing to express the sincere desire of Sungate Design Group, PA (Sungate) to provide our comprehensive engineering services for Pender County's stormwater plan reviews. With our extensive experience and expertise in stormwater management, Sungate is the ideal engineering firm to assist Pender County in achieving its stormwater compliance objectives.

Sungate has been providing engineering and surveying professional services throughout the state of North Carolina since 1991. We have a proven track record of successfully completing stormwater compliance projects for various local governments, including the Town of Carrboro, the Town of Holly Springs, Wake County, and NCDOT.

At Sungate, we specialize in stormwater projects, including hydraulic and hydrologic (H&H) modeling, which are critical components of effective stormwater plan reviews. Our team includes skilled Professional Engineers who possess the necessary expertise and knowledge to deliver outstanding results for Pender County.

Additionally, Sungate is a properly certified Professional Corporation with the Office of the Secretary of State and licensed with the North Carolina Board of Examiners for Engineers and Surveyors (licensure number C-0890).

We sincerely appreciate the opportunity to offer our services to Pender County for its stormwater plan reviews. Our team is fully prepared to meet the unique needs and challenges of your county, and we are dedicated to delivering our technical expertise with exceptional service in a timely manner.

Sincerely,

Josh Dalton, PE, CPESC | President

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A. Firm Information

Firm History, Location, and Size

Sungate is a civil and environmental engineering consulting firm that specializes in water resources. Our only office is located at 905 Jones Franklin Road in Raleigh, NC. Established in 1991, Sungate has been serving North Carolina for 32 years. The firm employs 12 professionals including, five licensed Professional Engineers, five engineering technicians, one CAD technician, and an administrative manager.

We are properly certified with the Office of the Secretary of State and licensed with the North Carolina Board of Registration for Professional Engineers and Land Surveyors (licensure number C-0890).

Services and Capabilities

Sungate provides a full range of services related to water resources and greenway design, including modeling, design, permitting, and bid and construction administration. Our staff has extensive experience with NCDOT procedures and policies for drainage design, Land Quality Section erosion control design and implementation, FEMA regulations, NC Department of Environmental Quality (DEQ) – Division of Energy, Mineral, and Land Resources regulations, Division of Water Resources (DWR), and U.S. Army Corps of Engineers (USACE) environmental permit requirements.

We are prequalified with NCDOT in 13 project disciplines, including H&H Design Tiers I and II, Erosion and Sediment Control Design, Multi-Use Trail Design, Stream Mitigation Site Plans, Wetland, Stream, and Buffer Permitting, along with seven other disciplines.



Constructed wetlands designed by Sungate for NC Wildlife Resources Commission Headquarters on NCSU's Centennial Campus.

Primary Contact

Josh Dalton, PE, CPESC

President

jdalton@sungatedesign.com

919-859-2243

History of Success

Sungate has served continuously as the Town Engineer for the Town of Carrboro since 1995, flood study and drainage plan consultant reviewer for the Town of Holly Springs since 1998 and has been awarded Wake County Facilities Design & Construction Capital Improvement Projects On-Call Contract for over 25 years. Our relationships and contracts with the Town of Carrboro, the Town of Holly Springs, Wake County, and NCDOT have all been for over 25 years.

We attribute this to quality work and the ability to see the final product and work toward a successful project completion. Below are a few of the things our company offers:

- **Expedited Response** – Since we are not a large firm, contract and fee negotiations are typically quick and can be completed within an abbreviated time frame. This provides a great start to the project and saves time in the schedule. On past plan review services for Carrboro and Holly Springs, we typically provide comments within 10 working days.
- **Experienced Project Managers** – Sungate understands that project management is the key for any project's overall success. Josh Dalton, PE, CPESC will be the main point of contact for this contract. Senior Project Managers Will Hines, PE, Randy Howard, PE, PLS and Brian Elam, PE all have over 16 years of experience with stormwater design and inspection.

SCM Design/Inspection/Construction Administration Experience

As part of the North Regional Library Expansion Project for Wake County, Sungate designed, permitted, and completed construction administration for the site SCMs. Stormwater was collected in three bio-retention basins and one stormwater wetland which provided stormwater quality treatment. The outlet pipe from the stormwater wetland was connected to the underground detention system which utilized ADS Stormtech chambers beneath the parking lot to provide stormwater quantity control.



B. Approach

Stormwater Plan Review Services

Sungate serves as the technical reviewer of stormwater plans for several municipalities and NCDOT Hydraulics Unit and NCDOT Divisions across the state. Upon selection for this contract, we will first schedule a kick-off meeting to discuss the scope of work, estimated number of review projects, and review time frames. As development projects are submitted to Sungate for review, we will establish a Sungate Project Number in our accounting system for each project to allow accurate tracking of time spent reviewing each project which will allow invoices to be separated by project if the County prefers.

Review Time Frames – For other clients, we typically provide review comments for small development projects within 10 working days, if possible. For larger development projects, a longer review duration may be required depending on the size of the development and complexity of the stormwater management plan.

Development Plan Review – Sungate has the technical expertise to review flood studies, H&H modeling, inlet and storm drainage design calculations, pre-construction versus post-construction analysis, SCM calculations, site grading plans, and sediment and erosion control plans (if needed). Sungate staff can also attend virtual (or in-person) meetings with County staff and consultant engineers to answer questions regarding comments or UDO requirements. For the Town of Carrboro, Sungate reviews the overall development plans and reviews individual plot plans to ensure the lot grading and drainage plan is consistent with the overall development plans.



For each project, Sungate will provide review comments as recommendations to the County. The County will have final authority to accept, waive, or adjust comments as deemed appropriate. Sungate can provide comments on corporate letterhead or County letterhead, if desired. All reviews will be completed by one of our four senior Professional Engineers: Josh Dalton, Will Hines, Randy Howard, or Brian Elam who have **94 years of combined experience in stormwater design**. Each comment letter will be sealed and e-signed using DocuSign by the reviewing professional engineer.



Sungate attempts to include all relevant stormwater comments during the first review to minimize additional rework from consultants to the extent practicable. Often, additional comments are generated by revised design submittals. Our approach is to work with the County and consultant to gain approval of the plans expeditiously and encourage frequent communication to make sure the owner's consultant does not have any questions regarding the comments.

Stormwater Control Measures (SCMs) – Sungate offers unique experience with regards to SCMs as we regularly complete designs for various clients, review other consultants SCM construction plans and calculations for the Town of Carrboro, and complete annual SCM inspections and certifications for Wake County and several private clients. We are well versed in NCDEQ MDC for each measure and thoroughly understand which devices work best for each site. With our unique experience with design, review, construction observation, and annual inspections of SCMs, our staff can provide a thorough review of stormwater plans.

Sungate provides the County an expert in SCM inspections!

Sungate completes SCM designs for various clients and is well versed in Minimum Design Criteria (MDC) for each measure. Sungate completes SCM inspections for Wake County, the Town of Carrboro, and several private clients. Sungate also reviews consultant SCM construction plans and calculations for the Town of Carrboro. With our unique experience in the design, review, construction observation, and annual inspections of SCMs, our staff has extensive insight into which devices are most effective.

Construction Observation Services

Our team of professionals is well versed in site observations and can provide a thorough review during site visits. Sungate will conduct periodic on-site observations of construction activities to ensure the stormwater systems are in compliance with the approved construction plans. It is important to note that the development's Engineer of Record is ultimately responsible for the certification and as-built function of the installed drainage systems and stormwater management facilities. Sungate will document each site visit with photographs and a Field Report noting any observed issues with the site grading or stormwater device construction. The field report will be submitted to the County for distribution to the owner, developer, contractor, and project engineer.

If it is currently not a requirement, Sungate recommends adding a requirement to hold a preconstruction meeting that includes the owner, contractor, project engineer, and any necessary permitting agencies.

While Sungate's only office is located in Raleigh, periodic site visits can be coordinated so that multiple sites can be visited during the same trip. We are frequently in the area for NCDOT projects as well.

Unified Development Ordinance Review

Based on our significant experience with NCDOT and municipal and county governments across the state, Sungate has widespread knowledge of stormwater requirements for other jurisdictions and can provide recommendations to correct deficiencies with the existing regulations regarding stormwater management. We have reviewed Section 7.9 Stormwater Management of the Pender County Unified Development Ordinance and noted a few items that should be considered for amendment:

- Page 7-15, Section D.1.iii states "Peak flows shall be calculated using the rational method or other industry standard methods for doing so." The rational method only produces a peak discharge and a time-to-peak which results in a triangular hydrograph. The SCS Method produces a bell-shaped hydrograph based on unit hydrograph shape and provides a much better representation of storm volume, time to peak, and peak discharges for pre-construction versus post-construction comparisons. We would recommend only allowing the SCS Method and specifying NOAA Storm Type C (previously Type III) for pre/post analysis.
- Page 7-15, Section D.1.b.i and D.1.d.ii both require designing stormwater collection and conveyances for the 10-year storm event. Pender County is a coastal area that is flat with little topographic relief in many areas. By requiring the designs to only meet the 10-year storm event for off-site flows could create backwater onto other properties (hydraulic trespass) and create issues for future or existing upstream developments. We would recommend requiring that sites do not create any increases upstream of the property in the 1% annual chance storm event (100-year).
- We would recommend adding a minimum pipe slope (0.3% or steeper) to the ordinances.
- There does not appear to be any mention of requirements for allowable gutter spread and inlet spacing for curb and gutter roads. We would recommend adding some language to define limits based on the type of road and design speed.



- The ordinance requires flood studies for developments located in FEMA regulated areas. Due to the coastal location of the county, it is recommended that flood studies be conducted for all developments with drainage areas greater than 25 acres. This is critical to set finished floor elevations above the 1% annual chance flood event to mitigate potential flooding of structures.
- We would recommend creating a Stormwater Management manual to better define all stormwater requirements.



The above items are just a few examples of items that Sungate can provide advice and recommendations for adding or revising current ordinances to improve the performance and function of stormwater management infrastructure.

Provide Technical Assistance

Sungate can provide technical assistance to County staff as needed for a variety of stormwater items. For Carrboro and Holly Springs, we currently function as an extension of their staff and are on-call to answer questions, attend meetings, and assist as needed.

FEMA Experience – All of our professional engineers have extensive experience with FEMA requirements for permitting in regulated floodplains and floodways including Conditional Letters of Map Revision (CLOMR), post-construction Letters of Map Revision (LOMR), and No-Impact and No-Rise Certifications. We regularly complete modeling using HEC-2 and HEC-RAS backwater modeling software. Sungate regularly communicates with the staff at NC Floodplain Mapping Program (NCFMP) for ongoing projects and as the Town Engineer for Carrboro. We can provide technical assistance to the Floodplain Administrator for developments located within regulated floodplains.

NCDOT Experience – Sungate has over 32 years' experience with NCDOT procedures and policies for drainage design including the Guidelines for Drainage Studies and Hydraulic Design. Sungate has a long history of completing projects for NCDOT in Division 3 including R-3300B US 17 Hampstead Bypass. With our extensive NCDOT experience, Sungate can provide comments related to stormwater plans and coordinate with NCDOT personnel as needed.

Preliminary Studies and Existing Conditions Analysis – Sungate can also provide preliminary stormwater studies and existing conditions analysis, as needed. For each site, Sungate can conduct field site visits to collect supplemental data, photographs, and measurements necessary to complete the stormwater analysis. Sungate will conduct field investigations to better comprehend the soils, topography, vegetation, existing drainage patterns and other features of the project site that may affect the hydraulics or hydrology. Any noted high-water indicators will be surveyed to aid in calibrating the modeling.

C. Experience

Sungate has extensive experience with stormwater design and review projects for local municipalities and other local governments including The Town of Carrboro, The Town of Holly Springs, Wake County, and NCDOT. The contracts listed below are just a few of the projects that we have completed. Additional projects and project descriptions are available upon request.

Our key offering is a team of engineers who specialize in water resources and stormwater management with extensive experience in reviewing development plans. These plans often include complex stormwater management systems and calculations. Our Team will ensure that the proposed design plans meet the standards outlined in the UDO. By conducting thorough technical reviews, we help Pender County ensure that new developments are designed to handle stormwater effectively and sustainably.



Town Engineer Town of Carrboro

Owner Reference

Patricia (Trish) McGuire, AICP, CZO
Planning Director
pmcguire@townofcarrboro.org
919-918-7327

Sungate was hired as the Town Engineer by the Town of Carrboro in 1995. Sungate authored the Town's Storm Drainage Design Manual (Appendix I) of the Land Use Ordinance (LUO) and is currently rewriting and updating the manual to coincide with changes to regulations and Town ordinances.

As Town Engineer, Sungate reviews construction plans and stormwater calculations for all development projects. Sungate provides comments and recommendations for approval or disapproval of submittals based on the current LUO. Sungate also reviews individual plot plans to ensure grading matches the approved development plan grading and that no adverse impacts are created for adjacent properties. Once the plans are approved, Sungate completes periodic construction

site observation in order to ensure construction is being completed in general accordance with the approved construction plans. It should be noted that the Engineer of Record is ultimately responsible for completing the as-built certification for each project and SCM.

Sungate also administers the Stormwater Program and provides technical assistance to the Floodplain Administrator for the Town. We assisted in drafting the LUO Section relating to the NPDES requirements, the Jordan Lake Rule requirements, and FEMA Floodplain Mapping requirements for local jurisdictions. We also assisted the Town in creating a stormwater inventory of the entire Town that was used to create a GIS and online web database to facilitate future basin studies. The creation of this database provided vital information necessary for the Town's compliance with the NPDES Phase II permit requirements. Sungate is currently completing a Stormwater Conditions Assessment and Culvert Inspection Program for the Town.

As part of our duties for the Town of Carrboro, we regularly meet with the Planning Department and Public Works Department staff to discuss stormwater issues and assist with creating preliminary opinions of probable costs of construction for use in budgeting Capital Improvement Program (CIP) projects.



Tom's Creek H&H Analysis Town of Carrboro

In June 2013, Carrboro experienced severe flooding due to heavy rainfall, particularly along Tom's Creek. To address this and other flood events, Sungate was tasked with conducting a Preliminary Hydrologic Study. This study involved creating a calibrated model based on field surveys and interviews with affected property owners to investigate the causes of flooding and explore mitigation options, including cost analysis.

Sungate investigated and analyzed multiple alternatives that included increased culvert sizes, lowering roadway sections to allow increased overtopping, buying affected properties, and providing detention and flood attenuation structures in the watersheds. Sungate presented the report findings to the Board of Alderman in May 2015 and January 2016. The Board expressed concern that replacing existing cross-pipes with a larger size pipe to mitigate upstream flooding problems at

Owner Reference

Randy Dodd

Stormwater Utility Manager

rdodd@townofcarrboro.org

919-918-7341

one location in Tom's Creek could increase flooding problems elsewhere downstream since the storage created by the pipes and roadway embankments would be effectively removed.

In 2021, the Public Works Department contracted with Sungate to complete a feasibility study to analyze the benefits of installing detention ponds throughout the watershed. Sungate analyzed numerous combinations of detention ponds and delineated the 1% annual chance floodplain for each scenario. The benefits of each scenario were summarized by comparing the number of homes within the removed and remaining within the floodplain.

Sungate completed a financial impact analysis that compared the preliminary costs of constructing the potential detention basins with a combination of property buyouts and mitigation measures.



High Street – Main Street H&H Analysis

Town of Carrboro

The West Main Street study area spans about 80 acres of urban watershed, primarily consisting of residential properties that drain into an Unnamed Tributary to Tom’s Creek. The objective of the study was to develop a hydrologic model (HydroCAD) to assess existing stormwater collection systems and explore drainage improvement options in multiple sub-basins within the larger watershed. The hydrologic model simulates historical and current conditions, analyzing the impact of development on the stormwater infrastructure. The study involved H&H analyses, interviews with property owners, field surveys of highwater marks, and modeling of potential mitigation efforts and costs.

Owner Reference

Randy Dodd
Stormwater Utility Manager
rdodd@townofcarrboro.org
919-918-7341

Sungate is currently finalizing design and construction documents for the chosen alternative. The project aims to redirect a significant part of the drainage area into an NCDOT drainage system to alleviate frequent flooding

issues. Sungate coordinated with NCDOT Division 7 personnel and the NCDOT Hydraulics Unit to address concerns and meet requirements during the design phase. An encroachment agreement will be obtained before construction begins.

Sungate handled location surveys, utility coordination, hydraulic design, sediment and erosion control design, traffic control plans, easement maps and exhibits, as well as bid documents for the project. They will also provide assistance during the construction administration phase once the project is awarded.

Owner Reference

Darin Eyster
Stormwater Administrator
darin.eyster@hollyspringsnc.us
919-557-2921

Flood Study Reviews

Town of Holly Springs

Sungate has been the reviewer of flood studies for the Town since 1998. During this time, we have completed several basin studies (H&H models) encompassing most of the Town’s jurisdiction. Studies were completed for the following basins:

- Remington Subdivision – tributaries to Middle Creek
- Gable Ridge Drainage Basin – tributaries to Basal Creek
- Windward Pointe Subdivision – tributaries to Middle Creek
- Somerset Drainage Basin – tributaries to Basal Creek

For each basin study, Sungate completed a field inventory of drainage systems, developed H&H models, and compiled a drainage study report and floodplain maps.

The Town distributes the H&H models to consultant engineers and requires the use of the models for determining the impacts of any proposed future developments. Sungate continues to review models submitted by the consultant engineers and provides direction and comments to the Town.



General Services Administration On-Call

Wake County

Owner Reference

Ryan Betters
Facility & Field Services Trades
Supervisor
919-870-4028
ryan.bettters@wakegov.com

Sungate completes annual SCM inspections and construction documents for repairs to SCMs as part of an on-call contract with the County. Sungate has been issued the on-call contract annually since 1998. Annual SCM inspections are completed for numerous sites including Harrison Library, Wake County Detention Center, Law Enforcement Training Center, Animal Control Center, Durant EMS Station, Wakebrook, North Regional Library, Robertson Millpond, Yates Mill Park,

Eva Perry Regional Library, and West Regional Library. Sungate recently completed repair plans for the wet pond at the Law Enforcement Training Center, Harris Lake Park bike trail repair, and the Willow Springs Fire Department SCM repair.

Owner Reference

Matt Lauffer, PE
State Hydraulics Engineer
919-707-6700
mslauffer@ncdot.gov

Hydraulic Plan Reviews

North Carolina Department of Transportation

Due to our extensive experience with H&H design, Sungate is a trusted partner with the NCDOT and acts as an extension of staff to provide hydraulic plan review services for the NCDOT Hydraulics Unit, Structures Management Unit (SMU), and numerous other Divisions including Division 3 which includes Pender County. We

recently assisted NCDOT by reviewing the I-5987 I-95 widening project in Robeson County. The project design was completed with an accelerated schedule and Sungate provided comments within four working days.

Sungate also reviewed the hydraulic plans for U-2719 I-440 widening project in Raleigh that is currently under construction. For the SMU, Sungate reviews bridge replacement projects for compliance with NCDOT Guidelines and FEMA regulations.



Owner Reference

Glenda Knight

Town Manager

252-823-1057

gknight@townofprinceville.com

Floodgate Repair Project

Town of Princeville

The Town of Princeville levee system protects the Town from flooding from the Tar River. There are four floodgates through the levee that allow a significant portion of the Town to drain.

The Princeville Levee Floodgate Repairs CDBG-DR project is necessary to repair inlet and outlet channels at four existing floodgate locations. The project involves restoration of inlet and outlet channel geometry and reconstruction of the original riprap channel liner, per the original USACE levee design plans. The project will also construct permanent access roads to each of the inlet and outlet channel locations for construction and future maintenance purposes.

The project is funded through the Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) program and administered through the North Carolina Office of Recovery and Resiliency (NCORR). Sungate has prepared construction drawings for the project and is currently preparing the technical specifications and bid documentation to meet CDBG requirements. Sungate has currently received the No-Rise Certification for floodplain development and the NCDOT Driveway Permits for construction within NCDOT right-of-way.

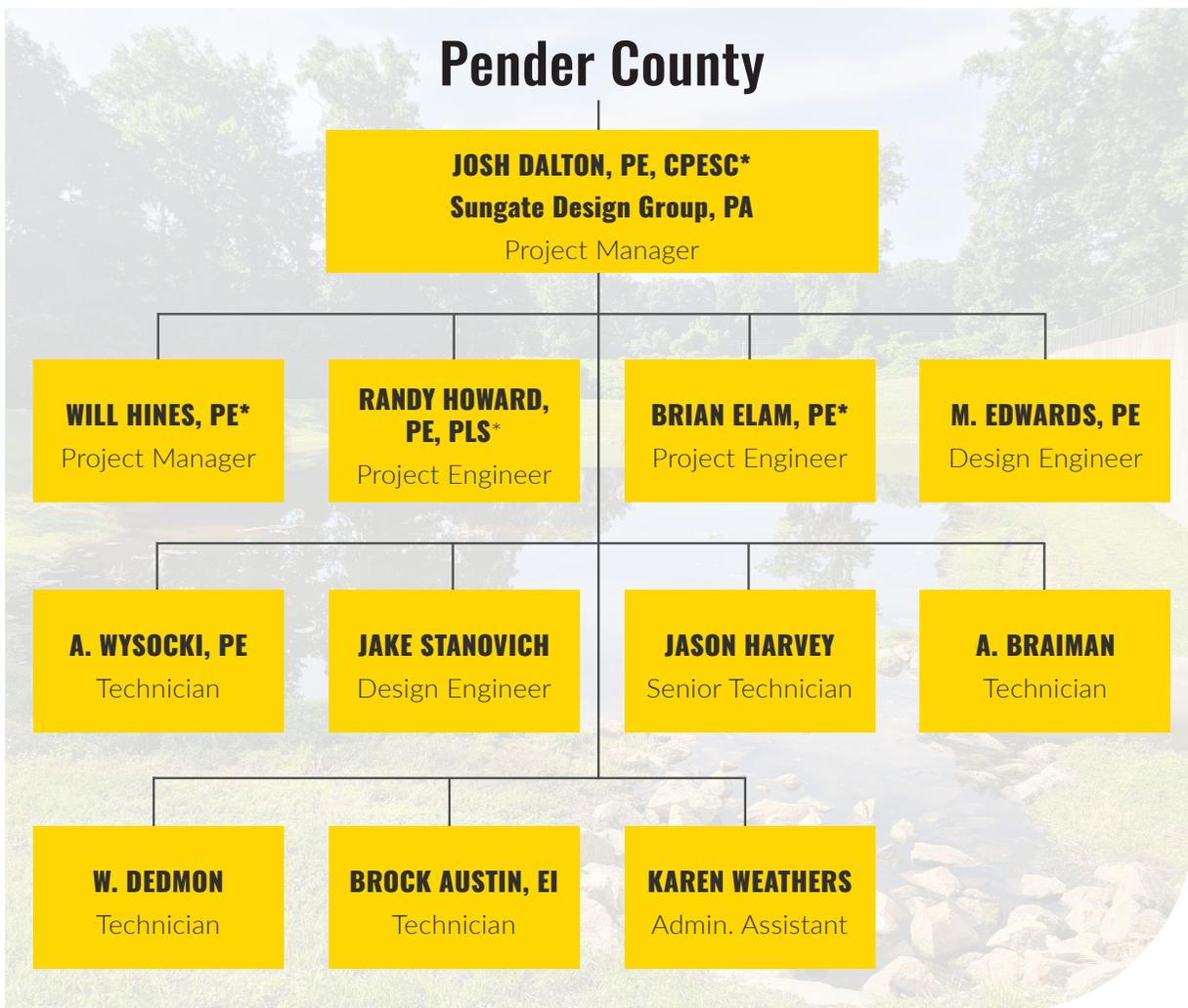
Sungate served as the Prime Firm and completed the topographic surveys, repair and access road plans, drainage design, sediment and erosion control design, hydraulic modeling, environmental permitting, and bid documentation and administration. Our project team consisted of Axiom (wetland, stream, and buffer delineation and environmental permitting, NV5 (geotechnical engineering), and The Wooten Company (construction inspection and administration).

Sungate coordinated with USACE to obtain the Section 408 Permit required for modifications to Civil Works projects, FEMA No-Rise Certification, USACOE Section 404 and 408 permits, DWR Section 401 Water Quality Certification and Buffer Authorization, NCDOT encroachment agreement, and DEQ Land Quality Erosion Control permit.

D. Key Personnel

Sungate understands that project management is the key for any project's overall success. Our Project Managers have extensive experience with projects similar to those described in the Request for Proposal. Josh Dalton, PE, CPESC, will be the primary point of contact and Project Manager for the contract. Sungate prides itself on meeting schedules, providing clear and concise work products, problem solving expertise, teamwork, and construction oversight.

Organizational Chart



*Resumes of Key Personnel contained on following pages.

Josh Dalton, PE, CPESC

Project Manager | Principal-in-Charge



- EXPERIENCE

27 years | 27 with Sungate

- EDUCATION

BS, Civil Engineering, NC State University

- LICENSURE

Professional Engineer, NC #026971

Professional Engineer, SC #32151

- CERTIFICATIONS

Certified Professional in Sediment and Erosion Control #4419

Level III: Designer of Erosion and Sediment Control Plans, #3552

NCSU Stormwater BMP Inspection and Maintenance Certification, #2216

NCDEQ – DEMLR Stormwater BMP Reviewer Certification

City of Raleigh – Certified Stormwater Inspector

Josh Dalton brings 27 years of experience involving SCM design, NPDES permitting, H&H design, and sediment and erosion control design. He has been the lead hydraulic designer for numerous NCDOT design-bid-build, design-build, low impact bridge replacement and rail projects. Mr. Dalton completes annual SCM inspections for approximately 50 SCM devices. He has been retained by NCDOT to provide independent third-party evaluations and expert witness services relative to drainage complaints involving NCDOT projects. Mr. Dalton is currently a member of the State task force for Advancing Nature-based Stormwater Strategies to Reduce Flooding and Improve Water Quality in North Carolina and is also on the Board of Advisors for the UNC-Wilmington School of Coastal Engineering.

- RELEVANT EXPERIENCE

Town Engineer – Town of Carrboro

Sungate has continuously serviced as the Town Engineer since 1995. Josh reviews plans and calculations submitted by consultants and provides comments to the Town. He also provides technical assistance to the Town Floodplain Administrator. Josh assists the Public Works Department with various projects on an as-needed basis, and assists with administration of the Stormwater Utility Program to oversee all of the SCMs installed within Town limits.

Annual Contract for SCM Inspections – Wake County

Josh completes annual SCM inspection reports for 11 sites and approximately 23 SCM devices. He also provides maintenance and repair recommendations for each SCM.

SCM Inspections – Wildlife Resources Commission Headquarters

Josh completed the designs for the three bioretention basins, stormwater wetlands, preformed scour holes, and level spreader devices located on NC State University’s Centennial Campus. Josh completes annual inspections of the SCMs and provides maintenance and repair recommendations for each.

Will Hines, PE

Project Engineer



- EXPERIENCE

33 years | 27 with Sungate

- EDUCATION

BS, Civil Engineering, NC State University

- LICENSURE

Professional Engineer, NC
#020169

- CERTIFICATIONS

NCDEQ – DEMLR Stormwater
BMP Reviewer Certification

Will Hines has completed hydraulic designs for numerous NCDOT and municipal projects. He has also managed numerous projects involving FEMA Flood Hazard areas and has worked with FEMA, NCFMP, the USACE and local governments in delineation and re-delineation of these areas. Mr. Hines is actively involved in performing development reviews, consulting and stormwater inspections for the Town of Carrboro. These tasks involve reviewing private and public developmental plans with adherence to Town ordinances, especially as it pertains to water quantity and quality, while ensuring generally accepted engineering practices.

- RELEVANT EXPERIENCE

Streetscape Project – Town of Apex

Mr. Hines is leading stormwater management efforts to revitalize downtown Apex. Concerns were raised during the project scoping and public comment phase about stormwater issues affecting downstream property owners. Sungate conducted H&H modeling and designed the plans to include permeable pavement, underground detention, and soil cells. These measures address stormwater treatment and reduce post-construction peak flows below pre-construction rates.

NCDOT TIP I-5986B – I-95 Widening Project

Mr. Hines led the hydraulic design effort for the approximately 10-mile widening project from Bud Hawkins Road to I-40.

NCDOT TIP U-4751 – Military Cutoff Extension

Mr. Hines led the hydraulic design effort for the 3.5-mile project from Putnam Drive to I-140

Randy Howard, PE, PLS

Project Engineer



- **EXPERIENCE**

18 years | 10 with Sungate

- **EDUCATION**

BS, Civil Engineering, NC State University

- **LICENSURE**

Professional Engineer, NC #045602
Professional Land Surveyor, NC #L-5015

- **CERTIFICATIONS**

Level III: Designer of Erosion and Sediment Control Plans, #3491
NCSU Stormwater BMP Inspection and Maintenance Certification, #2875

Randy Howard has 18 years of experience in hydraulic design and land surveying. Prior to joining Sungate, Mr. Howard worked as a Professional Land Surveyor, preparing subdivision design, erosion control, drainage, and roadway design plans. Since joining Sungate in 2012, Mr. Howard has worked on numerous projects involving paving, curb and gutter, drainage, sidewalk, and parking improvements. He has also been involved in the H&H design for several rural and urban roadway projects, bridge and culvert designs including FEMA coordination and storm drainage systems. Mr. Howard recently led the hydraulic design efforts for R-3300B Hampstead Bypass Project.

- **RELEVANT EXPERIENCE**

General Services Administration Contract – Wake County

Sungate completes annual SCM inspections and construction documents for repairs to SCMs as part of an on-call contract with the County. Sungate has been issued the on-call contract annually since 1998.

Levee Floodgate Repair CDBG Project – Town of Princeville

Mr. Howard led the surveying effort and managed the project design efforts for the project, including erosion control, floodplain development, buffer, NCDOT, and USACE 404/408 permitting through multiple local, state, and federal agencies.

NCDOT TIP R-3300B – US 17 Hampstead Bypass

Mr. Howard led the hydraulic design, sediment and erosion control design, and environmental permit effort for the approximately 7-mile project from south of NC 210 to north of SR 1563 (Sloop Point Loop Road).

Broad Street Culvert Replacement Project – Town of Carrboro

Mr. Howard led the surveying effort and managed the project design, including permitting, construction documentation, and bid documents.

Brian Elam, PE

Project Engineer



- **EXPERIENCE**

16 years | 16 with Sungate

- **EDUCATION**

BS, Civil Engineering, NC State University

- **LICENSURE**

Professional Engineer, NC #038594

- **CERTIFICATIONS**

Level III: Designer of Erosion and Sediment Control Plans, #3195

NCSU SCM Inspection and Maintenance Certification, #4661

Brian Elam has 16 years of experience in H&H design. As an engineer for Sungate, Mr. Elam has completed the hydraulic design for major roadway projects across the state including hydraulic design of bridges, culverts and SCMs. He has experience in the operation of H&H models and HEC-RAS software. Mr. Elam has completed numerous erosion control designs and has extensive experience in the preparation of environmental permits.

- **RELEVANT EXPERIENCE**

High Street Drainage Project – Town of Carrboro

The West Main Street study area includes approximately 80 acres of urban watershed that is comprised mostly of single and multi-family residential which drains into an Unnamed Tributary to Tom’s Creek. The purpose of the study was to create a hydrologic model for use in the investigation of existing stormwater collection systems and analysis of alternatives for improving and optimizing drainage within several sub-basins of the larger watershed. Sungate completed the final design and construction documents for the selected alternative.

NC DOT TIP U-5713/R-5777AB & R-5777C US 70 Widening – James City

Mr. Elam led the hydraulic design, sediment and erosion control design, and environmental permitting efforts for the major design build project.

Hurricane Florence DB Bridges – Camp Lejeune

Mr. Elam led the drainage design and sediment and erosion control design efforts for two railroad bridges and one roadway bascule span bridge replacement projects. Mr. Elam also led the express permitting efforts for the DEQ Land Quality Section erosion control permit.

Drainage Studies – City of Boiling Spring Lakes

Sungate completed preliminary drainage studies for the City to provide analysis, options, and preliminary opinions of probable cost of construction for draining low areas subject to frequent flooding. Sungate also completed a Stormwater Management Master Plan for the entire City’s jurisdictional limits.

E. References

The Sungate team is characterized by professionals with a commitment to excellence.

Our team members have collaborated over the years on numerous stormwater projects. Our proven track record demonstrates our knowledge of technical issues and attention to detail. But don't just take our word for it. We have included five references below who can attest to the quality of our work. We invite you to contact them.



Sungate Design Group has been serving as the Town Engineer for Carrboro for over 25 years, with an especially

important element of this work being on planning, permitting, construction, and post construction stormwater support. They have more recently and specifically been a valuable partner for the Carrboro Stormwater Utility since its inception in 2018 including technical and regulatory assistance with our post-construction maintenance and inspection program. This has been especially important as part of successfully navigating our first NCDEQ audit and first year of post audit permit implementation.

- Randy Dodd, Stormwater Utility Manager | Town of Carrboro

90%

of our work comes from existing clients.

**Our success is
predicated on the
quality of our work.**

Page 22 of 33

TOWN OF CARRBORO

Patricia (Trish) McGuire, AICP, CZO, Planning Director

pmcguire@townofcarrboro.org

919-918-7327

TOWN OF HOLLY SPRINGS

Kendra Parrish, PE, Director of Engineering

kendra.parrish@hollyspringsnc.us

919-557-3935

TOWN OF CARRBORO

Randy Dodd, Stormwater Utility Manager

rdodd@townofcarrboro.org

919-918-7341

NCDOT

Matt Lauffer, PE, State Hydraulics Engineer

mslauffer@ncdot.gov

919-707-6700

WAKE COUNTY

Ryan Betters, Facility and Field Services Trades Supervisor

ryan.bettters@wakegov.com

919-870-4028

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

A completed, signed, and notarized form shall be submitted with the SOQ.

The firm submitting a Statement of Qualifications, under penalty of perjury under the laws of the United States, certifies that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract.

By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any collusion has been offered, accepted, or promised by any employees of your organization.

FIRM NAME: Sungate Design Group, P.A.

BIDDER/RESPONDING REPRESENTATIVE: Joshua G. Dalton, President

Print


Sign

10-2-2023
Date

NOTARY-

North Carolina State Wake County

I, Karen E. Weathers, a Notary Public for said County and State,

do hereby certify that Joshua G. Dalton personally appeared

before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 2nd day of October of 2023.



Notary Public Commission expires March 31, 2024.

Page 9

Request for Qualifications # 24-256
Engineering Services for Stormwater Plan Review and Inspections

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Pender County** (Owner) and **Sungate Design Group, PA** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Project**. Engineer's services under this Agreement are generally identified as **Services**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement as detailed in Appendix 1, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

- 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within a mutually agreeable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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and American Society of Civil Engineers. All rights reserved.

Page 1

- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. **Failure to Pay:** If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. **Reimbursable Expenses:** Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with no mark-up applied.
- E. **Basis of Payment**
 - 1. **Hourly Rates.** Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 2.
- F. **Additional Services:** For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 2.

5.01 Termination

- A. **Termination for Cause**
 - 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently

attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

This Agreement is to be governed by and construed in accordance with the laws of State of North Carolina without regard to conflict of law principles. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice in Pender County. Each Party expressly waives objection to personal jurisdiction in the State of North Carolina and to forum in Pender County.

- K. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- L. CONTINGENT FUNDING/NON-APPROPRIATIONS CLAUSE. Notwithstanding anything to the contrary in this Agreement, all financial obligations of the Owner are dependent upon, and subject to, the continuing allocation of funds by the Pender County Board of Commissioners for such purpose. This Agreement shall automatically terminate if such funds cease to be allocated or available for any reason, and the Owner shall not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the COUNTY will promptly notify the CONTRACTOR of the non-appropriation and this Agreement shall terminate at the end of the last fiscal year for which funds were

appropriated. No act or omission by the Owner which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

- M. PRE-AUDIT & VENDOR TERMS & CONDITIONS NOTICES. Pursuant to NCGS § 159-28 no contract with a local government including the Owner requiring the payment of any public funds is valid unless properly pre-audited in the manner required by that statute. This Agreement is invalid unless the Pre-audit Certificate below the signature lines is signed by the County Finance Officer or their Deputy in substantially the following form “This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.” The Owner may include in any purchase order under this Contract Owner’s Vendor Terms and Conditions, which are available at <https://www.pendercountync.gov/vendortermsandconditions/>, and may be revised from time to time. This Agreement shall be subject to those Vendor Terms and Conditions as amended from time to time, and in the event that any provision of this Contract conflicts with those terms and conditions, the Vendor Terms and Conditions shall control.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any

Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments:

Appendix 1, Scope of Services

Appendix 2, Engineer's Standard Hourly Rates

This Agreement's Effective Date is **[insert date]**.

Owner:
Pender County
(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Engineer:
Sungate Design Group, P.A.
(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: Joshua G. Dalton, PE
(typed or printed)

Title: President
(typed or printed)

Address for giving notices:
905 Jones Franklin Road
Raleigh, NC 27606

Designated Representative:
Name: Joshua G. Dalton, PE
(typed or printed)

Title: President
(typed or printed)

Address:
905 Jones Franklin Road
Raleigh, NC 27606

Phone: 919-710-8333

Email: jdalton@sungatedesign.com

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

_____, Meg Blue, Pender County Finance Director

APPENDIX 1

ENGINEER'S SCOPE OF SERVICES

- 1) Provide technical engineering assistance and guidance to County Staff regarding revisions to or the implementation of engineering policies and standards contained within the County's Unified Development Ordinance.
- 2) Provide technical review comments for stormwater management plans and calculations (quality and quantity) included with construction plans submitted for approval by applicants desiring to construct projects authorized by a land use permit. Comments will be provided to the County on Sungate company letterhead and include "On behalf of Pender County". All communications with applicants will go through the County.
- 3) Complete periodic construction site visits to monitor developments authorized by approved construction plans and to assure compliance with the land use permit and associated construction plans.
- 4) CONFLICT OF INTEREST: During the timeframe of this agreement, Engineer agrees to abstain from providing engineering services for private development projects within Pender County's jurisdiction that may conflict with the requirements of this Agreement. This conflict-of-interest clause does not apply to engineering services provided for NCDOT, municipal, or other governmental agencies.

Additional services that can be provided as directed by the County Staff:

- 1) Perform various engineering design or surveying services as needed as directed by County Staff.
- 2) Assist the County in the review and approval of facilities proposed for dedication to the County such as pedestrian, bike, park, and drainage facilities.
- 3) Review, maintain and recommend appropriate changes to County construction standards.
- 4) Represent the County in meetings with citizens seeking engineering solutions to problems associated with approved land use plans, construction plans, or existing County facilities.
- 5) Provide guidance and assistance to County Staff to develop and implement a Stormwater Utility Program to assist with repairing and replacing aging stormwater infrastructure.
- 6) Assist County Staff on Capital Improvement Plan (CIP) projects with preliminary engineering studies or designs and preliminary engineer's estimates of probable cost of construction.

APPENDIX 2

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment; however, The Standard Hourly Rates shall remain in effect for the first two years of the date this contract is executed.

B. Schedule of Hourly Rates:

Billing Class	Rate
Project Manager: <ul style="list-style-type: none">▪ Josh Dalton, PE, CPESC▪ Will Hines, PE	\$ 200/hour
Project Engineer: <ul style="list-style-type: none">▪ Brian Elam, PE▪ Randy Howard, PE, PLS	\$ 175/hour
Design Engineer: <ul style="list-style-type: none">▪ Matt Edwards, PE▪ Jake Stanovich	\$ 130/hour
Senior Technician: <ul style="list-style-type: none">▪ Jason Harvey	\$ 110/hour
Technician: <ul style="list-style-type: none">▪ Alex Wysocki, EI▪ Arianna Braiman, EI▪ Brock Austin, EI▪ Will Dedmon	\$ 95/hour
Administrative: <ul style="list-style-type: none">▪ Karen Weathers	\$ 80/hour



Pender County Resolution Establishing the Board of Equalization and Review

TO: Board of County Commissioners
FROM: Melissa Radke
DATE: January 16, 2024
SUBJECT: Resolution Establishing the Board of Equalization and Review

SUMMARY:

To ensure proper documentation, it is the recommendation of staff to have the Board of County Commissioners adopt a resolution establishing the Board of Equalization and Review. This may have been done in years past, however we want to ensure proper documentation can be found on it going forward. There have been no changes made to the current procedures that the special board follows except to put it down in writing that we are in fact establishing a special Board of Equalization and Review, that the Board of County Commissioners will appoint the board, that it will consist of six (6) members and establishes in writing what the pay will be for these members who are appointed. In coordination with Pender County Staff Attorney, Patrick Buffkin, the attached resolution has been drawn up for Board Approval.

ACTION REQUESTED:

It is the recommendation of staff to approve the resolution establishing the Board of Equalization and Review.

Board of County Commissioners
Jacqueline A. (Jackie) Newton – Chair
Wendy Fletcher-Hardee – Vice Chair
Archibald (Fred) McCoy
Jerry Groves
Brad George



County Manager
David Andrews
Assistant County Manager
Allen Vann
County Attorney
Carl W. (Trey) Thurman
Staff Attorney
Patrick Buffkin

**A Resolution of the Pender County Board of Commissioners
Reconstituting a Special Board of Equalization and Review**

WHEREAS, North Carolina General Statutes § 105-322 authorizes the board of commissioners of each county to appoint a special board of equalization and review to carry out the duties of that section; and

WHEREAS, the Pender County Tax Administrator recommends that the Board of Commissioners adopt a resolution reconstituting a special Board of Equalization and Review continuing in its current format.

NOW, THEREFORE, THE PENDER COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

1. A special Board of Equalization and Review is hereby reconstituted to carry out the duties of N.C. Gen. Stat. § 105-322, consisting of six (6) members, who shall be appointed by the Board of Commissioners, one of whom shall be designated as chair and one of whom shall be a member of the board of commissioners, and each shall demonstrate a knowledge of real property valuation. Members of the Board of Equalization and Review shall continue to be compensated at a rate of fifteen dollars per hour (\$15/hr.);

2. The Board of Commissioners shall appointment members of the Board of Equalization and Review at a later date, in its discretion; and

3. The special Board of Equalization and Review shall meet on the first Monday in May and shall complete its duties on or before the third Monday in May, unless in the Board's opinion a longer period is necessary or expedient to a proper execution of its responsibilities, or as otherwise provided by law. Upon adjournment, all powers and duties of the Board of Equalization and Review shall vest in the Board of Commissioners.

4. Any prior resolution or action of the Board of Commissioners in conflict with the provisions of this resolution are hereby repealed or revised such that the provisions of this resolution control.

Adopted by the Pender County Board of Commissioners this the ___ day of _____, 2024.

Brad George, Chair of the Board of Commissioners

ATTEST:

David Andrews, Clerk to the Board of Commissioners

P.O. Box 5, 805 South Walker Street, Burgaw, N.C. 28425



910-259-1200 Office | www.pendercountync.gov



Pender County
Approval of a PO for Website Creation
and Support in the amount of \$51,498.01

TO: BOCC
FROM: Brandi Cobb
DATE: January 16, 2024
SUBJECT: Approval of a PO for Website Creation and Support in the amount of \$51,498.01

SUMMARY:

The County solicited bids from vendors with RFP 24-259 Website Creation and Support. Three proposals were received. Two demonstrations were provided with approximately 20 staff from IT, the County Managers Office, and other departments in attendance. CivicPlus was selected as the best overall proposal due to budget and timeline. The approximate timeline is 4-6 months for completion of the project. The implementation cost is \$51,498.01 for the first year. The annual recurring services will cost \$17,931.02 for the second year. The annual cost will include customer support, applications, and maintenance of the site. These funds were included in the annual budget and will come from 420-404500.

ACTION REQUESTED:

Approval of a PO in the amount of \$51,498.01 to CivicPlus from 420-404500.

ATTACHMENTS:

RFP # 24-259
Proposal

REQUEST FOR PROPOSALS



Website Creation and Support

RFP # 24-259

Issued: October 31, 2023

Questions Due: November 9, 2023 by 2:00pm

Proposals Due: November 27, 2023 by 8:00am



Issued by:

PENDER COUNTY

Brandi Cobb, Communications Manager

805 S. Walker Street 1578 • Burgaw, NC 28425

Phone – 910.444.3784

bcobb@pendercountync.gov

purchasing@pendercountync.gov

www.pendercountync.gov

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Introduction

Pender County is seeking the assistance of a company with experience developing local government websites that can provide an information ready, turnkey website that can be used immediately upon deployment. The proposed content management system must accommodate decentralized content creation by departmental employees under the oversight of a designated administrator.

The County is interested in ideas for the redesign of the style of the website and wishes to engage a Vendor who can serve as a partner throughout the duration of the project, in addition to providing ongoing maintenance, support, and design services.

Pender County is one of the fastest-growing counties in the state. With a population of 67,729, we are consistently ranked in the top three in population growth. The County provides a full range of services to its residents, including Health and Human Services, Utilities, Tourism, Solid Waste Disposal, Emergency Management, Parks and Recreation, Public Libraries, Planning and Community Development and much more.

The Pender County current website can be seen <https://pendercountync.gov/>. The County's web presence is outdated in appearance, structure and presentation of content. Our goal is to develop and maintain a site that will be easy and intuitive, visually pleasing, informative, low-maintenance, safe and secure, and quick to load and operate.

Scope of Work

- A. Website Assessment:** The website vendor will assist with the design of a customized cloud-based website with County and department input. The website will feature a high impact design while maintaining ease of use. The vendor will analyze the current website to assess the existing navigation, features/functions, and quality of content.
- B. User experience in government:** Create a well-designed government website that can be easy to use, navigate, and promote Pender County's message.
- C. Translation:** Website should be available for everyone so having the website ability to translate in many languages is necessary.
- D. Web compliance**
 - 1. Web Accessibility Compliance Guidelines: Following specific laws that apply to web accessibility, such as Section 508 of the Rehabilitation Act and adhering to the standards set by the World Wide Web Consortium (W3C).
 - 2. ADA compliance: Complying with the Americans With Disabilities Act (ADA)
- E. Site Upkeep:** Editing privileges should be maintained at the departmental level and editors should have access only to designated sites. The capability to restrict editing privileges of individual editors is needed. It is critical that staff are trained to update/edit the site after it is deployed. The content management system must be user-friendly and training costs must be included in the price quoted. Offerors shall provide a quote that includes any annual or monthly fees including charges for updating software, hosting, or any edits that Pender County staff may not have the technical expertise to accomplish.
- F. Analytics:** Ensure Google Analytics integration and basic search engine optimization such as metadata
- G. Mobile web:** Having an optimized website that is effective, easy-to-navigate and attractive with an ever-increasing proportion of website visitors accessing via a phone or tablet, the site's appearance and functionality on these platforms is very important. Site visitors need to be inspired to visit and be able to quickly find the information that they are looking for on-the-go from a well-designed mobile site.
- H. Search:** Users should be able to select the scope of their searches (by department, keywords, subject, document numbers, meetings, bids/RFPs, etc.) Searches should return hits for documents, and graphics.

- I. **Integrations:** Allow for thirds party integrations Third-Party Integration: Property tax payment social media platforms, and others identified throughout migration
- J. **Calendar:** Have calendar versatility, separate events, meetings, calendar makes appointments.
- K. **Templates:** Would like the overall feel to be Pender County but have ability to change the templates of the different pages to serve the needs of the department.
- L. **Content Management System:** The Vendor will implement a user-friendly CMS allowing Pender County staff the ease of making updates to the website such as events, updates to current listings, new pages, itineraries, videos, and calendars without incurring any additional agency fees. The capability to restrict editing privileges of individual editors to specific areas of the website is needed.
- M. **E-Newsletters:** Ability to produce newsletters within several departments that house different subscription lists. Have access to create different templates to use depending on the department's needs. CAN-SPAM-compliant email subscription program for an e-newsletter and public service announcements
- N. **Slideshow and Video Capabilities:** The Vendor will implement tools within the CMS that will allow Pender County staff to easily upload and display slideshows, rotating banners and videos, including to Board of Commissioner's meeting pages.
- O. **Forms/Documents:** Ability to create fillable forms for the website. Ability for users to upload documents to the website in a secure area.
- P. **Security:** Offer a secure software platform that will prevent hackers from shutting down site, taking information and protecting citizen data.
- Q. **Testing:** The Vendor will perform tests with different browsers and operating systems to confirm the site functionality within different browsers.
- R. **Upgrades, communication, and maintenance:** Provide routine upgrades to the website to make sure that our website is up to date and within legal standards. Communicate when there will be any maintenance to the site that may cause a disruption in service and so we can communicate with others.
- S. **Maps:** Ability to show maps, share locations and pinpoint where events, meetings, and appointments such as a Google Maps integration.
- T. **Data Migration:** Data and file migration from existing site and integration into new site: Understanding that this proposal provides the county with the opportunity to restructure and update its content, the county has a significant investment in the existing content and files.

Proposals should include the necessary process for migrating the data and files from the existing site into any new or upgraded CMS. This includes indexing and integrating existing content into the new design and navigation structure.

- U. Logins:** Many departments will need to manage their own site and therefore we will have unlimited user logins and passwords and the ability to create new ones as new employees are hired.
- V. Agenda management:** There is a desire for the company's agenda meeting software be part of the package. The migration will include migration of minutes, agendas and videos from board meetings.
- W. Training:** The Vendor will provide any necessary training on the CMS to ensure staff are able to maintain the website on their own. IT staff may require more extensive training, so they can further assist and make changes outside the departmental level of experience.

Questions

Any questions related to this RFP or the service to be provided should be submitted in writing via e-mail to purchasing@pendercountync.gov by November 9, 2023 at 2:00pm. **The subject line shall be "RFP # 24-259 Website Creation and Support"**. All questions will be shared and answers will be provided via an Addendum as soon as possible.

Submittal Process

Proposals shall include a price quote for the creation of the new website and other fees that would incur, as well as a list of current similar contracts and three references. Additional information for the County to review and consider is permitted, so long as the entire Proposal does not exceed 25 pages (8.5"x11", double sided permitted—or 50 single sided pages). Should there be any way you cannot fully comply, you must detail any exceptions in writing in the Proposal. Firms may submit multiple proposals.

Proposals are due by 8:00am on November 27, 2023. Proposals shall be addressed to the attention of Brandi Cobb, Communications Manager, at the one of the following addresses:

By email:

Purchasing @pendercountync.gov

Subject Line:

RFP # 24-259
Website Creation & Support

Email submissions do not require a paper copy. All responses submitted become the property of the Pender County Government. Submitting a proposal in response to this RFP does not commit Pender County to award a contract or pay any costs incurred in the preparation, or travel to Pender County. The County will not consider late proposals or be liable for misdirected emails. Additionally, the County reserves the right to cancel this Request for Proposal in part or in its entirety, waive minor defects or reject any/all Proposals.

Demos

After proposals are received, the selection committee will invite a short list of finalists to provide an onsite Demo during the week of December 4-8, 2023. Please keep time open on your calendar and plan accordingly. The demos should not exceed 90 minutes, including Q&A and should include the following:

- How to create a custom template page from start to publish.
- How to add an image with text.
- How to add a widget.
- How to add a calendar and how to use the calendar features.
- How to develop multiple links throughout the site that can go to different pages.
- How to add/edit permissions/users.
- Question and answer time

Selection Process

A committee will evaluate proposals based on the NCGS 143.135.9 Best Overall Proposal and select a firm to recommend to the Board of Commissioners for award of the contract. Scoring will consist of the following criteria weighted as indicated:

- Price Quote – 40%
- Overall approach and projected timeline for managing project and meeting deadlines – 20%
- Ease of use and flexibility of solution – 20%
- Compatibility with existing systems/processes – 10%
- Customer references, experience with similarly sized governments/organizations – 10%

Pender County reserves the right to allow or disallow minor deviations from the scope to purchase what is best for the Utilities from a standpoint of quality, price, and service to be rendered.

The contract term will be three (3) years. The contract may be renewed for two (2) additional one (1) year terms upon mutual agreement by both parties. Modifications and/or changes to the contract including but not limited to cost and services shall be in writing and approved by both the contractor and the County. Either party may cancel the contract by providing the other party with (30) day's written notice of cancellation.

The vendor must submit monthly invoices and shall receive payment by mailed check or Electronic Funds Transfer (EFT). An electronic form is required for the latter and Pender County Finance will require verification of the deposit account.

Timeline

Issuance of RFP	October 31, 2023
Questions Due	November 9, 2023
Proposals Due	November 27, 2023
Demos	December 4-8, 2023
Presentation to Board of Commissioners	January 2, 2024
Anticipated Project Kickoff	January 3-5, 2024
Estimated Website Completion/Go Live Date	May 2024 tentative

Terms and Conditions

Services performed shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this RFP. The RFP, addenda and the responding proposal will be incorporated into the contract.

The standard Pender County Vendor Terms and Conditions will apply and can be viewed at <http://www.pendercountync.gov/vendortermsandconditions/>. All M/WBE and HUB are encouraged to respond.

-END-



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-60532-1
 12/28/2023 8:48 PM
 2/29/2024

Client:
 PENDER COUNTY, NORTH CAROLINA

Bill To:
 PENDER COUNTY, NORTH CAROLINA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David May	(785)-370-7821	may@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicSend Annual - CivicEngage Central	CivicSend Annual	Renewable
1.00	CivicSend Implementation - CivicEngage Central	CivicSend Implementation	One-time
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	DNS Hosting for .GOV – Annual Fee	DNS Hosting for .GOV – Annual Fee	Renewable
1.00	Premium Implementation - CivicEngage	Premium Implementation	One-time
250.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
6.00	New Customer System Training (3h, virtual) - Web Central	CivicEngage System Training - Virtual, Up to 3 Hours, up to 12 Attendees	One-time
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time
1.00	CivicEngage Media Annual - Base	Media - 25 GB Storage Annual Fee	Renewable
1.00	CivicEngage CP Media Implementation	CP Media Implementation	One-time

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicEngage Custom IdP Integration Package	Custom IdP Integration Package	Renewable
1.00	CivicEngage Custom IdP Integration Annual Fee	Custom IdP Integration Annual Fee	Renewable
1.00	CivicEngage Custom IdP Integration Implementation Fee	Custom IdP Integration Implementation Fee	One-time
1.00	Premium Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors; follows main site layout.	
1.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee: Department Name	Renewable
1.00	Premium Department Header Implementation - CivicEngage	Premium Department Header Implementation	One-time
1.00	NextRequest Economy	NextRequest Economy with up to 5 Admin-Publisher Users and 1TB of Storage	Renewable
1.00	NextRequest Economy Implementation	NextRequest Economy Implementation	One-time

List Price - Year 1 Total	USD 61,592.00
Total Investment - Initial Term	USD 51,498.01
Annual Recurring Services - Year 2	USD 17,931.02

Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	30% invoiced on signature date and 70% invoiced 6 months from signature date or completion of implementation, if earlier
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	3% starting in Year 4

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



**Pender County
Reappointment to the Library Advisory
Board**

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: January 16, 2024
SUBJECT: Reappointment to the Library Advisory Board

SUMMARY:

Mallory Leimone has applied to be reappointed to the Library Advisory Board as the district 1 representative. She has sat on the Board for two terms as the district 1 representative. Ms. Leimone has a good attendance record and shows an interest in continuing to serve. Her current term ends on January 31, 2024. Should the Board vote to reappoint her, her new term would begin on February 1, 2024, and end on January 31, 2027.

ACTION REQUESTED:

Consider reappointing Mallory Leimone.

ATTACHMENTS:

Mallory Leimone Application



PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION									
Last Name Leimone			First Mallory			M.I. B.	Date 12-13-2023		
Physical Address 41 Sleepy Hollow Lane						Apartment/Unit #			
City Hampstead			State NC			ZIP 28443			
Mailing Address (if different from above)									
City			State			ZIP			
Home Phone (910) 270-3952			Work Phone (910) 264-6257			E-mail Address 1 mbleimone@gmail.com			
Fax Number						E-mail Address 2			
Board Interest(s) Library Avisdory Board									
How long have you been a resident of Pender County? 35									
EDUCATION									
High School Southern Senior High			Location Harwood MD						
From	1972	To	1975	Did you graduate?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Diploma		
College University of Maryland			Location College Park MD						
From	1979	To	1981	Did you graduate?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Degree Bachelors Degree		
Other Cornell University			Location Ithaca NY						
From	1981	To	1985	Did you graduate?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Degree Masters Degree		
EMPLOYMENT HISTORY									
Current Employment		USPS retiree				Job Title Retired			
Responsibilities		n/a							
Previous Employment		USPS				Job Title Rural Carrier			
Previous Employment		QA Sessions				Job Title Owner, market research company			
Previous Employment		Arbitron Ratings				Job Title Associate Project Manager			
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held: USPS Union Shop Steward (for 28443 office, before retirement) Pender County Election worker (current position: Judge) Pender County Library Advisory Board member Volunteer with the Topsail Township Friends of the Library (current position: Treasurer)									

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	If yes, explain (including length of service).	
I have served on the Pender County Library Advisory Board since 2018.			
State reasons why you feel qualified for this appointment(s):			
I have always loved going to the library, from childhood to now. Public libraries are a tremendous resource, serving the needs of our diverse county communities. Everyone is welcome there. It would be my honor to continue to serve on the Library Advisory Board, and to be involved in our public library policy and services.			
MILITARY SERVICE			
Branch None		From	To
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If yes, explain.	
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	If yes, list family member name(s) and position/board or committee(s).	
I periodically work for the Pender County Board of Elections during election time (Primaries, early voting, and on Election Day.)			
Please add any additional information you would like to share supporting your interest and qualifications for this appointment.			
Please let me know if there is additional information I may provide to you. Thank you for your consideration.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature			Date



**Pender County
REZONE 2023-47 CZMA: Request to
revise a Conditional Zoning Map
Amendment for the Falls Mist
Development**

TO: Board of County Commissioners
FROM: Daniel Adams
DATE: January 16, 2024
SUBJECT: REZONE 2023-47 CZMA: Request to revise a Conditional Zoning Map
Amendment for the Falls Mist Development

SUMMARY:

Stroud Engineering, applicant, on behalf of Rocky Point Properties, LLC and Farm and Garden, LLC, owners, is requesting the approval of a revision to a previously approved Conditional Zoning Map Amendment that involved three (3) tracts totaling approximately 301 acres from the RP, Residential Performance and RA, Rural Agricultural zoning districts to the PD-CD1, Planned Development Conditional Zoning District 1. This Conditional Zoning Map Amendment was approved by the Board of County Commissioners at their January 18th, 2022, meeting. This approval allowed for 750 single family detached residential units, an associated sewage treatment facility (NAICS 221320), and a farmers' market (NAICS 445230).

The applicant is requesting two modifications:

1. To remove the approved connection to Fall Brook Lane and establish another access to US HWY 117 through PIN 3234-53-1216-0000, which is currently zoned RP, Residential Performance;
2. Reduce the approved side yard setbacks for single-family homes from 10 feet to 5 feet.

This revision would bring the Conditional Zoning District to approximately 310.56 acres. The previously approved total unit count, associated sewage treatment facility, and famers market are not to be modified as part of this revision.

The proposed development is south of NC HWY 210, approximately ± 0.03 miles east of the intersection of NC HWY 210 and Balcombe Rd (SR 1425), and west of US HWY 117 in the Rocky Point Township and may be further identified by Pender County PINs 3234-29-6506-0000, 3234-38-5366-0000, 3234-24-6900-0000, and 3234-53-1216-0000.

ACTION REQUESTED:

To hold a public hearing and consider the proposal.

ATTACHMENTS:

1. Staff Report
2. Application
3. Attachment 1: Staff Report from initial case (REZONE 2020-16)
4. Attachment 2: Applicant's Narrative
5. Attachment 3: Revised Master Development Plan
6. Attachment 4: Public Input Meeting Packet

**STAFF REPORT FOR REZONE 2023-47-R CONDITIONAL ZONING MAP
AMENDMENT REVISION APPLICATION**

APPLICATION SUMMARY	
Case Number	REZONE 2023-47 CZMA Revision
Hearing Dates	May 2, 2023: Planning Board June 19, 2023: BOCC (Continued) August 21, 2023: BOCC (Continued) October 16, 2023: BOCC (Continued) December 4, 2023: BOCC (Continued) January 16, 2024: BOCC
Applicant	Stroud Engineering, PA
Property Owner(s)	Rocky Point Properties, LLC & Farm & Garden, LLC
Parcel Identification Number(s)	3234-29-6506-0000, 3234-38-5366-0000, 3234-24-6900-0000, & 3234-53-1216-0000
Acreage	310.56
Township	Rocky Point
Current Zoning District(s)	PD-CD1, Planned Development Conditional Zoning District 1 & RP, Residential Performance
Requested Zoning District	PD-CD1, Planned Development Conditional Zoning District 1
Future Land Use Category	Medium Density Residential

CONDITIONAL ZONING MAP AMENDMENT PROPOSAL

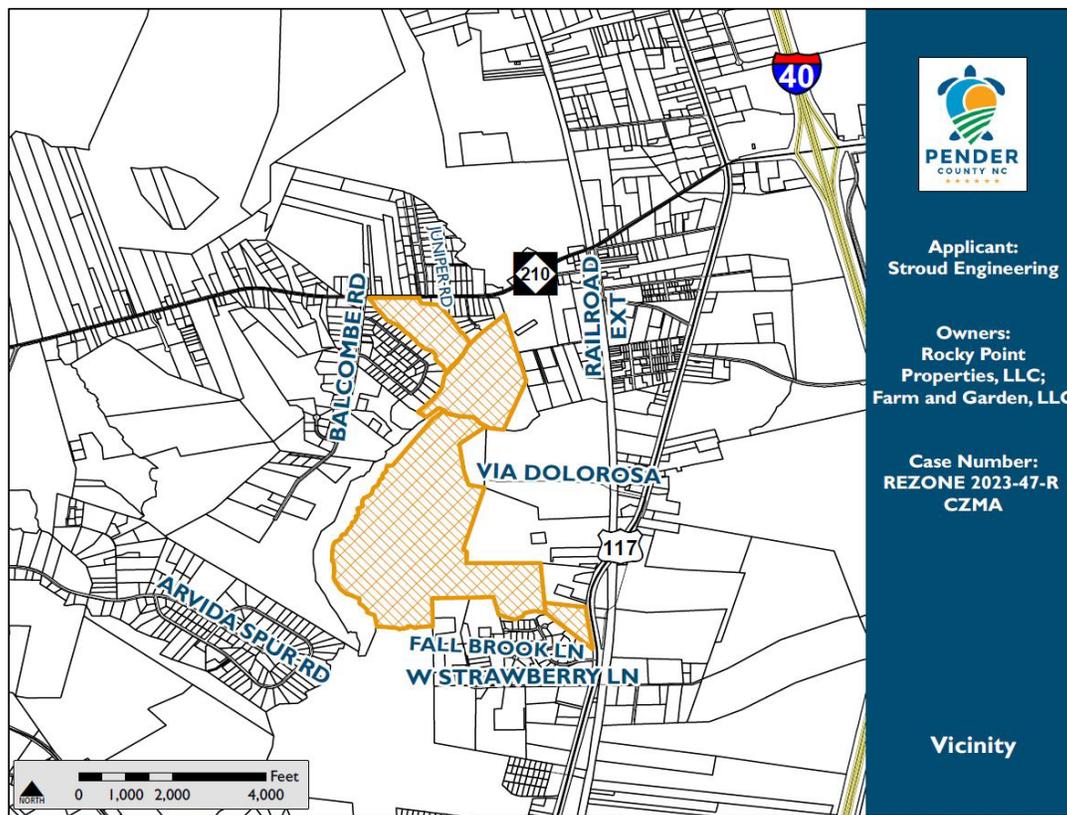
Stroud Engineering, applicant, on behalf of Rocky Point Properties, LLC and Farm and Garden, LLC, owners, is requesting the approval of a revision to a previously approved Conditional Zoning Map Amendment that involved three (3) tracts totaling approximately 301 acres from the RP, Residential Performance and RA, Rural Agricultural zoning districts to the PD-CD1, Planned Development Conditional Zoning District 1. This Conditional Zoning Map Amendment was approved by the Board of County Commissioners at their January 18th, 2022, meeting. This approval allowed for 750 single family detached residential units, an associated sewage treatment facility (NAICS 221320), and a farmers’ market (NAICS 445230). The applicant is requesting two modifications:

1. To remove the approved connection to Fall Brook Lane and establish another access to US HWY 117 through PIN 3234-53-1216-0000, which is currently zoned RP, Residential Performance;
 2. Reduce the approved side yard setbacks for single-family homes from 10 feet to 5 feet.
- This revision would bring the Conditional Zoning District to approximately 310.56 acres. The previously approved total unit count, associated sewage treatment facility, and farmers market are not to be modified as part of this revision.

LOCATION

The proposed development is south of NC HWY 210, approximately ±0.03 miles east of the intersection of NC HWY 210 and Balcombe Rd (SR 1425), and west of US HWY 117 in the Rocky Point Township and may be further identified by Pender County PINs 3234-29-6506-0000, 3234-38-5366-0000, 3234-24-6900-0000, and 3234-53-1216-0000.

Below: Vicinity Map of the Area



CASE HISTORY AND PREVIOUS APPROVAL

January 18th, 2022, Approval

After a recommendation of approval by the Planning Board at their November 5, 2020, meeting, the Board of County Commissioners approved a Conditional Zoning Map Amendment request and Master Development Plan for the development referred to as Falls Mist Gardens on January 18, 2022. The previous and vested approval allowed for a total of 750 single family detached residential units, an associated sewage treatment facility (NAICS 221320), and a farmers' market (NAICS 445230). The associated staff report with the previous Conditional Zoning Map Amendment approval may be found in the Board's packet as Attachment 1.

REVISION REQUEST IN FURTHER DETAIL

There are two revisions requested as part of this application. The first revision being the removal of a required roadway connection to the Fall Brook subdivision via Fall Brook Lane. The Pender County Unified Development Ordinance, which contains local regulations pertaining to development activity, states in Section 7.5.1 that the layout of streets as to arrangement, width, grade, character, and location shall conform to the following: (1) Pender County collector street plan, (2) adjoining street systems, (3) existing, planned and proposed streets, (4) to provide for continuity in existing streets, (5) provide adequate right-of-way for collector streets and (6) reasonable access will be provided to adjacent properties for development.

These six provisions individually required the applicant to connect their road network with Fall Brook Lane and together emphasize the importance Pender County regulations place on street network connectivity.

Section 7.5.1.A.1(b) of the Pender County Unified Development Ordinance allows for an administrative review and potential exception to connection requirements outlined above when wetland impacts would occur due to a required roadway connection. Within the applicant's narrative, it is stated that the previously approved connection to Fall Brook Lane will require a "lengthy wetland crossing." The applicant's narrative is located in the Board's packet as Attachment 2. The applicant's revised Master Development Plan shows approximate locations of existing wetlands and can be found in the Board's packet as Attachment 3. As stated in the narrative, the revised connection would reduce wetland impacts thereby minimizing environmental impacts. If this request were to be approved, staff would require a Jurisdictional Delineation approval that is issued by the United States Army Corps of Engineers along with all necessary wetland impact permits.

In addition to the applicant's request to remove the previously approved connection to Fall Brook Lane, they are also requesting that the previously approved side yard setback requirements be reduced from 10 feet to 5 feet to maximize the building envelope as stated in the applicant's submitted narrative. The requested side yard setback requirements are also listed under Note 10 within the submitted Master Development Plan (See attachment 3).

Aside from the two revisions to the previously approved Conditional Zoning Map Amendment and Master Development Plan, no further changes from the project's previous approval that is

outlined in Attachment 1 are being requested, including the previously agreed upon conditions of approval that would not be impacted from the requested removal of the Fall Brook Lane connection.

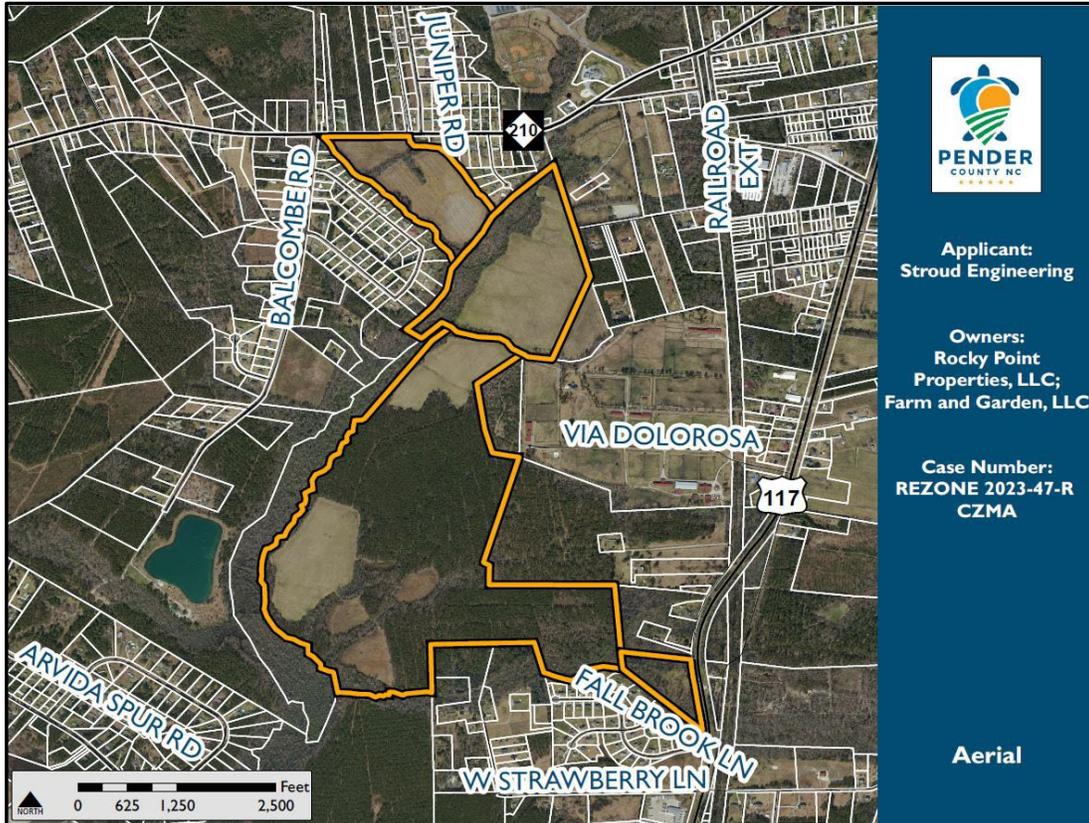
PUBLIC INPUT MEETING

In accordance with the Pender County UDO, the applicant held a public input meeting on Tuesday, January 24, 2023, at the Pender County Library – 103 S. Cowan Street, Burgaw, NC. According to the information provided by the applicant, 26 citizens attended the meeting citing concerns regarding stormwater drainage, safety, traffic, and specifically the removal of the connection to Fall Brook Lane. A summary of the report provided by the applicant can be found in Attachment 4 of the Board’s packet.

Dimensional Requirements

Previously Approved Residential Dimensional Requirements	
Front	20'
Side	10' (Now seeking 5')
Rear	15'
Corner	15'
Max. Height	35'
Min. Chord	30'
Previously Approved Commercial Dimensional Requirements	
Front	50'
Side	10'
Rear	25'
Corner	15'
Max. Height	35'
Min. Chord	50'

Below: Aerial Map of the Area



ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject properties do contain Special Flood Hazard Areas ¹ .
Wetlands	The subject properties may contain characteristics of wetlands. ^{2, 3}
Areas of Environmental Concern	The subject properties do 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)

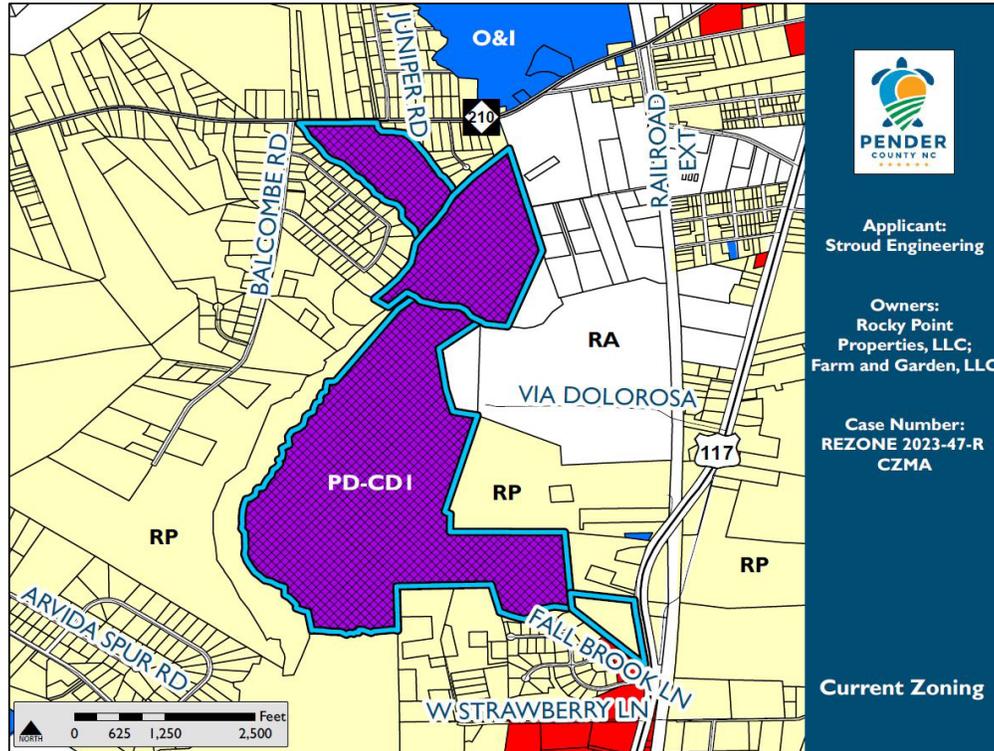
² According to the NC Division of Coastal Management (NC DCM)

³ According to the National Wetlands Inventory (NWI)

⁴ According to the North Carolina Department of Environmental Quality (NCDEQ)

EVALUATION

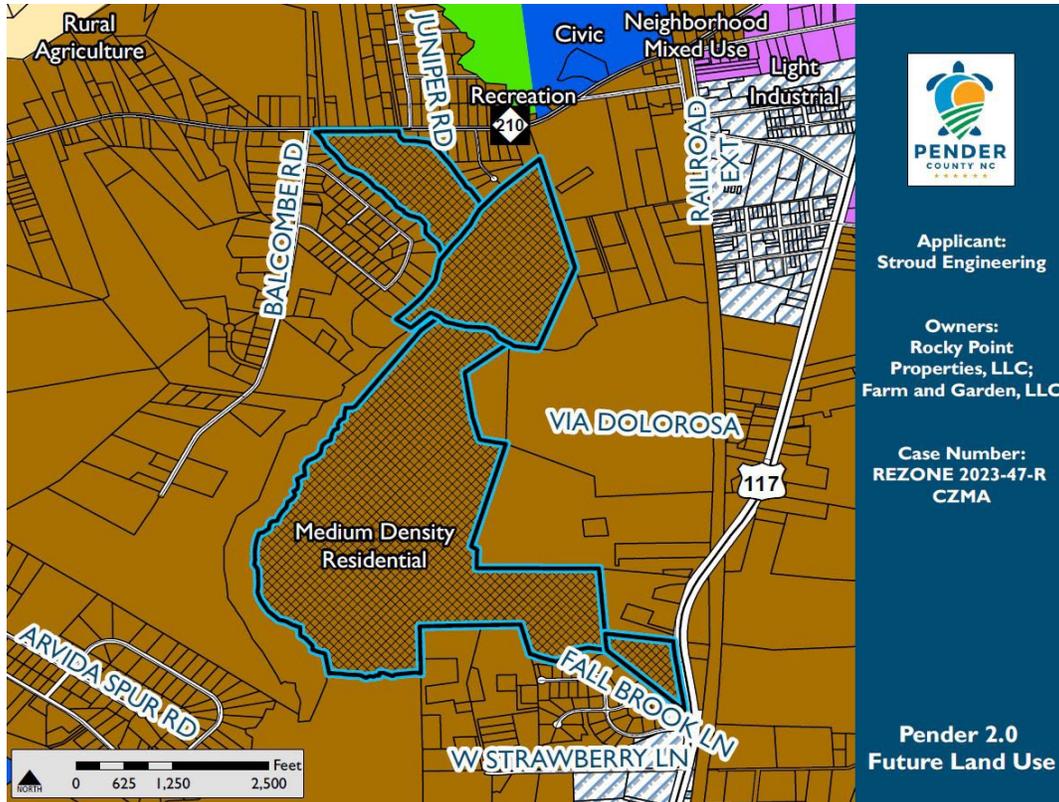
Below: Current Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA

	LAND USE	ZONING
North	Residential	RP, Residential Performance & RA, Rural Agricultural
East	Undeveloped, Residential	RP, Residential Performance, RA, Rural Agricultural
South	Residential (Fall Brook Subdivision)	RP, Residential Performance, GB, General Business
West	Undeveloped, Residential	RP, Residential Performance

Below: Future Land Use Map of Area



Pender 2.0 Comprehensive Land Use Plan Compliance: The Pender 2.0 Comprehensive Land Use Plan designates the subject properties as Medium Density Residential. 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. Development density within this category is three to six dwelling units an acre or less.

This application is consistent with the Medium Density Residential Future Land Use classification because it proposes a clustered single-family neighborhood at a density of 3.47 units an acre in addition to integrated commercial frontage. The Pender 2.0 Comprehensive Land Use Plan also encourages bicycle and pedestrian infrastructure within this Future Land Use classification, which the applicant has proposed.

In addition to conforming with the Future Land Use Map, the Conditional Zoning Map Amendment request is supported by three (3) goals, two (2) objectives, and six (6) policies within the Pender 2.0 Comprehensive Land Use Plan:

Policy 3.1.H: Low Impact Development (LID): The County supports Low Impact Development practices. Such LID practices may include retaining/infiltrating most of the runoff on-site, maximizing the use of permeable pavements, reducing the amount of impervious coverage, and clustering housing to allow a profitable development density while maximizing open space and minimizing wildlife habitat fragmentation.

Goal 4.2: Manage the timing, location and intensity of growth by coordinating transportation improvements in accordance with development and ensuring safe and efficient modes of transportation are available to all residents and visitors.

Policy 4.2.F: Collector Street Plan: The County shall continue to support and implement the Pender County Collector Street Plan when reviewing and approving new development proposals within the WMPO Boundary area of the County.

Goal 4.3: Provide safe opportunities for walking and cycling, while supporting the need for paratransit service and other alternatives to provide transportation choices for residents and visitors.

Objective 4.3: Encourage alternative means of transportation to reduce traffic, enhance economic development, offer services to those without use of a vehicle, and provide recreational opportunities for residents and visitors.

Goal 5.1: Land Use and Growth Management: Manage the physical growth and development of Pender County by encouraging more intensive land uses in key locations identified for such growth while preserving and protecting the unique physical character and social assets of the rural heritage and coastal habitat that makes the County a unique place to live.

Objective 5.1: Land Use and Growth Management: Ensure that development and use of resources balances protection of natural resources and agricultural lands with economic development, avoids risks to public health and welfare, and is consistent with the capability of the land.

Policy 5.1.D: Focused Growth and Development: The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.

Policy 5.1.H: Mixed Use Development: The County supports a wide range of commercial and residential development at varying intensities, when appropriately located, and provided that impacts to adjacent property owners and traffic congestion is mitigated.

Policy 5.1.V: Residential Development: The County supports a range of housing types and development at appropriate densities and locations that are compatible with their surroundings and are in accordance with the future land use map.

Policy 5.1.Z: Cluster Development Incentive: The County supports the clustering of residential development within the residential future land use categories for the preservation of coastal natural resources, prime agricultural lands, or wildlife habitat areas.

The project fulfills several desired policy outcomes for development as described in the Pender 2.0 Comprehensive Land Use Plan. The proposal provides enhanced transportation infrastructure, constructing multiple collector streets as well as bicycle and pedestrian connectivity throughout the development. While not proposing to certify the project to the Low Impact Development stormwater engineering standard, the project exhibits multiple characteristics of LID design – namely clustering development to preserve open space and providing above-average stormwater infrastructure. Additionally, based on comments received from the relevant agencies, sufficient infrastructure is available or will be constructed to serve the development.

The Conditional Zoning Map Amendment proposal was not found to conflict with any goals, objectives, or policies in the Pender 2.0 Comprehensive Land Use Plan.

CONDITIONS FOR APPROVAL OF PETITION

Per Sections 3.4.5 and 4.13.6 of the Pender County Unified Development Ordinance, the Pender County Planning Board and the Board of County Commissioners can add reasonable and appropriate conditions based on mutually established goals with the Applicant and adjacent property owners. Conditions may address parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of open space, and other matters that the participants in the public input meeting, staff, Planning Board and County Commission find appropriate or the petitioner may propose.

The following conditions of approval were previously agreed upon by the applicant, Planning Board, and Board of County Commissioners. Planning Staff has removed three previously agreed upon conditions of approval that were related to the Fall Brook Lane connection and shown those as “struck-through” below. These conditions have been removed because they are no longer applicable due to the requested removal of the connection to Fall Brook Lane:

1. The project shall be designed so that the post development runoff from the project be no more than ten (10) percent more than the pre-development runoff for the 10, 25, and 50 year return period events and be analyzed for the 100-year event.
2. All wetlands which will not be disturbed via an Army Corps of Engineers wetlands fill permit as part of the proposed development shall be placed under a conservation easement.
3. Informational signs to be installed at 500 foot intervals along all delineated wetland boundaries within platted open space, and to be maintained by the HOA and replaced as necessary. The applicant shall include this provision in the recorded covenants and restrictions for the development in perpetuity.
4. Sidewalks will be installed along all streets, and crosswalks will be marked at all intersections with a Collector Street.
5. A siren-activated gate meeting the standards of the Pender County Fire Marshal will be required at the border of the development and the existing A.R. Black Avenue, to be installed prior to final plat approval of the appropriate section, and be required to remain in place until such time as A.R. Black Avenue is brought up to the street design standards of the Pender County Unified Development Ordinance.
6. The wastewater treatment plant shall utilize membrane filtration technology, or other technology certified by the project engineer to render no greater negative impact to local water quality than membrane filtration.
7. Evidence that the Army Corps of Engineers has received any Certificate of Completion forms for wetland disturbance permits relating to the project shall be provided to staff prior to approval of the last Final Plat associated with this development.

REMOVED CONDITIONS THAT WERE PART OF THE ORIGINAL APPROVAL:

- ~~1. Fall Brook Ln will be accepted for NCDOT maintenance prior to preliminary plat approval of the 601st lot of this development, preliminary plat approval of any portion of the development within the boundary of Tract 2 as shown on Pender County Map Book 42 P 116, or use of Fall Brook Ln for construction traffic, whichever shall come first.~~
- ~~2. Prior to completing the roadway connection between Fall Brook and the proposed development, a measure similar to a chicane that is acceptable to the NCDOT and Pender County Emergency Services shall be installed within the proposed development near the interconnection~~

with Fall Brook, as well as at least one additional traffic calming measure along Fall Brook that is acceptable to NCDOT. The applicant shall also make a written request to the North Carolina Department of Transportation that a speed limit of 25 MPH should be posted on Fall Brook Lane.

3. From the time that the road network of this development connects to Fall Brook Lane, to the time that the 600th home receives its Certificate of Occupancy, a gate shall be placed on the roadway between the two developments to allow only residents of Falls Mist and emergency vehicle traffic (siren activated) to utilize the connection. Means of access for construction vehicles shall not be granted. Following the Certificate of Occupancy for the 600th home, the gate shall be removed.

RECOMMENDATION

At their January 18th, 2022, meeting, the Pender County Board of Commissioners approved the initial Conditional Zoning Map Amendment request as outlined in Attachment 1. At their May 2, 2023, meeting, the Pender County Planning Board unanimously recommended approval of the proposed revision to the Conditional Zoning Map Amendment. The proposed development is consistent with three goals, two objectives, and six policies, and the Future Land Use Map in the Pender 2.0 Comprehensive Land Use Plan. The proposed development is also compliant with, and meets the intent of, the Pender County Unified Development Ordinance. The proposed revision also has the potential to minimize wetland impacts by removing the connection to Fall Brook Lane. Therefore, Planning Staff has found that this proposal is consistent with the adopted goals and policies of Pender County.

Unified Development Ordinance Compliance: Section 3.3.9 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 or future land use map amendment can be made. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.3.9.B.3 Approval Criteria for Conditional Rezoning

When evaluating an application for the establishment of a conditional zoning district, the reviewing bodies shall consider the following:

- A. The Approval Criteria for a Rezoning (Section 3.3.5).
- B. That the application meets the intent of a conditional rezoning, per this subsection.
- C. That the contents of the application are complete, sufficient, and recorded appropriately either as conditions of approval or on the associated site plan or preliminary plat, and that the appropriate procedures have been followed.
- D. The potential impacts and/or benefits on the surrounding area and adjoining properties.
- E. The report of results from the public input meeting.
- F. That sufficient guarantee is in place or can be made that any off-site impacts generated by the proposed project shall be mitigated appropriately at the time the need for the mitigating action is generated.

BOARD OF COMMISSIONERS ACTION NEEDED:

TO APPROVE: Motion to approve the Conditional Zoning Map Amendment and to make a finding that the approval is consistent with the following goals, objectives, and policies in the Pender 2.0 Comprehensive Land Use Plan:

- Policy 3.1.H
- Goal 4.2
- Policy 4.2.F
- Goal 4.3
- Objective 4.3
- Goal 5.1
- Objective 5.1
- Policy 5.1.D
- Policy 5.1.H
- Policy 5.1.V
- Policy 5.1.Z

TO DENY: Motion to deny the Conditional 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 CONDITIONAL ZONING MAP AMENDMENT REVISION

MOTION	SECONDED
Buchanan	Pitts

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
Yes	Yes	Yes	Yes	Yes	Yes	Yes

APPROVED	DENIED	UNANIMOUS
Yes		Yes

**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

CONDITIONAL REZONING

Intent

- A. Conditional zoning districts hereby included are to allow for the consideration of certain uses that are permitted uses in the underlying zoning district but due to their nature may not be appropriate for a particular location.
- B. A conditional zoning district is intended for a development that has a high level of certainty of being constructed and the most commonly expected application will contain a specified use or uses on small and large scale projects.
- C. Although, it is not intended to be used for speculative purposes, a conditional zoning district applicant may include as part of the application, a list of uses which will not be developed on the property.
- D. All uses listed as part of any application must be in the same format and description as listed in the Table of Permitted Uses.
- E. The following zoning district categories are approved to be assigned conditional zoning districts: PD, RP, RM, GB, OI, IT, IG (Reference Article 4 for Zoning District Descriptions).

Application

Except as provided herein, all applications to establish a conditional zoning district must follow the regulations prescribed in this section in addition to the standard rezoning process as described in Section 3.3, Rezoning of this Ordinance.

Public Input Meeting

Prior to scheduling a public hearing on the rezoning application, **the applicant must conduct one public input meeting and file a report of the results with the Administrator.**

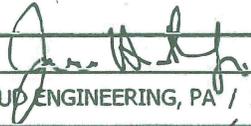
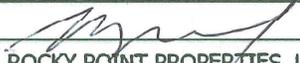
- 1. The report for the public hearing will include a summary of the public input meeting.
- 2. The applicant shall mail a notice for the public input meeting to adjoining property owners not less than ten (10) days prior to the scheduled meeting.
- 3. The notice shall include the time, date and location of the meeting as well as a description of the proposal.
- 4. The applicant's report of the meeting shall include:
 - a. A copy of the letter announcing the meeting.
 - b. A list of adjoining property owners contacted.
 - c. An attendance roster.
 - d. A summary of the issues discussed.
 - e. The results of the meeting including changes to the project's proposal, if any.

Review

When evaluating an application for the creation of a conditional zoning district, the Planning Board and Board of Commissioners shall consider the following:

- 1. The application's consistency to the general policies and objectives of the adopted Land Use Plan.
- 2. The potential impacts and/or benefits on the surrounding area, adjoining properties.
- 3. The report of results from the public input meeting.

APPLICATION FOR CONDITIONAL REZONING

THIS SECTION FOR OFFICE USE			
Application No.	ZMA-CD	Date	3/3/2023
Application Fee	\$ 3,555.60	Invoice Number:	00032075
Pre-Application Conference	N/A	Hearing Date	PB: May 2, 2023 BOCC: June 19, 2023
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	STROUD ENGINEERING, PA	Owner's Name:	Rocky Point Properties, LLC & Farm & Garden, LLC
Applicant's Address:	102-D Cinema Dr.	Owner's Address:	332 Military Cutoff Road
City, State, & Zip	Wilmington, NC 28403	City, State, & Zip	Wilmington, NC 28405
Phone Number:	910-815-0775	Phone Number:	910-338-3585
Email Address:	jfentress@stroudengineer.com	Email Address:	corporate@tributecompanies.com
Legal relationship of applicant to landowner:	ENGINEER		
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3234-29-6506-0000 = 35.25ac. RP 3234-38-5366-0000 = 57.20ac. RA	Total property acreage:	310.56 AC
Current Zoning District:	3234-24-6900-0000 = 208.64ac. RP 3234-53-1216-0000 = 9.47ac. RP	Proposed Zoning District:	310.56 AC
Project Address or Location:	HWY 210 / OFF HWY 210 & OFF 117 S. US HWY		
Proposed Uses to be Considered (Include NAICS Code):			
SINGLE FAMILY			
Proposed Uses to be Eliminated from Consideration (Include NAICS Code):			
SECTION 3: SIGNATURES			
Applicant's Signature		Date:	3/2/2023
Applicant's Name Printed	STROUD ENGINEERING, PA / James H. Fentress, Jr.	Date:	
Owner's Signature		Date:	03.02.2023
Owner's Name Printed	ROCKY POINT PROPERTIES, LLC / Mark Maynard	Date:	
NOTICE TO APPLICANT			
<ol style="list-style-type: none"> 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 			

Attachment 1: REZONE 2020-16 Staff Report

**PLANNING STAFF REPORT ADDENDUM
CONDITIONAL ZONING MAP AMENDMENT
"FALLS MIST GARDENS"**

SUMMARY

Hearing Date: October 6, 2020 Planning Board (tabled)
November 5, 2020 Planning Board
January 19, 2021 Board of Commissioners (tabled)
November 15, 2021 Board of Commissioners

Applicant: Stroud Engineering

Property Owners: Rocky Point Properties LLC, Farm and Garden LLC

Case Number: REZONE 2020-16, MDP 2020-21

Rezoning and Development Proposal: Stroud Engineering, applicant, on behalf of Rocky Point Properties LLC and Farm and Garden LLC, owners, is requesting the approval of a Conditional Zoning Map Amendment for three (3) tracts totaling approximately ±301.09 acres from RP, Residential Performance and RA, Rural Agricultural zoning districts to PD-CD1, Planned Development Conditional zoning district 1. This request is to allow for 750 single family detached residential units, associated sewage treatment facility (NAICS 221320), and a farmers' market (NAICS 445230).

Property Record Number, Acreage, and Location: The proposed development is south of NC HWY 210, approximately ±0.03 miles east of the intersection of NC HWY 210 and Balcombe Rd (SR 1425), and west of US HWY 117 in the Rocky Point Township and may be further identified by Pender County PINs 3234-29-6506-0000, 3234-38-5366-0000, and 3234-24-6900-0000.

Recommendation: At their November 5, 2020 meeting, the Pender County Planning Board recommended conditional approval of this application based on its consistency with the Pender County Unified Development Ordinance and Pender 2.0 Comprehensive Land Use Plan, with Staff still recommending approval as well. The proposed development is consistent with three (3) goals, two (2) objectives, and six (6) policies and the Future Land Use Map in the Pender 2.0 Comprehensive Land Use Plan, and conflicts with none. The proposed development is compliant with the Pender County Unified Development Ordinance.

PROJECT HISTORY AND UPDATE

At their January 19, 2021 meeting, the Pender County Board of County Commissioners tabled the request outlined in the subsequent packet, directing the applicant to further study traffic impacts brought forward by the project, specifically differing options for phasing the connection and usage of the existing Fall Brook Lane as an entrance to the proposed development, the potential non-residential uses on commercial property located at the intersection of Fall Brook Lane and US HWY 117, and the sight lines and distance of Fall Brook Lane/US HWY 117 intersection to the bridge over the former railroad right-of-way.

Based on the direction from the Board of County Commissioners, the applicant has concluded the entirety of their Traffic Impact Analysis (TIA) and will present those findings to the Board. Additionally, there has been one change to the layout of the project since the previous Board meeting: the extension of Fall Brook Lane into the proposed development is no longer proposed to be designed as a collector street, but as a local street. This is in reference to the recently adopted update to the Pender County Collector Street Plan which no longer designates the corridor as one for a collector street. The connection to Fall Brook Lane is

still required due to other regulations within the Unified Development Ordinance relating to street design as well as emergency vehicle access.

As a reminder, this project was submitted, and review started, prior to the approval of Zoning Text Amendment 2020-11 which revised certain items related to conditional rezoning applications. For consistency, all ordinance references are to the UDO as amended 3/16/2020 – the last revision date prior to the approval of ZTA 2020-11 unless noted. Based on staff evaluation, the only material difference if reviewed under the new version is that the project density would likely be lower under the new calculation.

CONDITIONS FOR APPROVAL OF PETITION

Per Sections 3.4.5 and 4.13.6 of the Pender County Unified Development Ordinance, the Pender County Planning Board and the Board of County Commissioners can add reasonable and appropriate conditions based on mutually established goals with the Applicant and adjacent property owners. Conditions may address parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of open space, and other matters that the participants in the public input meeting, staff, Planning Board and County Commission find appropriate or the petitioner may propose.

Staff, the applicant, and the Pender County Planning Board have previously collaborated to reach agreement on the following potential conditions of approval for this application:

1. The project shall be designed so that the post development runoff from the project be no more than ten (10) percent more than the pre- development runoff for the 10, 25, and 50 year return period events and be analyzed for the 100-year event.
2. All wetlands which will not be disturbed via an Army Corps of Engineers wetlands fill permit as part of the proposed development shall be placed under a conservation easement.
3. Informational signs to be installed at 500 ft intervals along all delineated wetland boundaries within platted open space, and to be maintained by the HOA and replaced as necessary. The applicant shall include this provision in the recorded covenants and restrictions for the development in perpetuity.
4. Sidewalks will be installed along all streets, and crosswalks will be marked at all intersections with a Collector Street.
5. Fall Brook Ln will be accepted for NCDOT maintenance prior to preliminary plat approval of the 601st lot of this development, preliminary plat approval of any portion of the development within the boundary of Tract 2 as shown on Pender County Map Book 42 P 116, or use of Fall Brook Ln for construction traffic, whichever shall come first.
6. A siren-activated gate meeting the standards of the Pender County Fire Marshal will be required at the border of the development and the existing A.R. Black Av., to be installed prior to final plat approval of the appropriate section, and be required to remain in place until such time as A.R. Black Av. Is brought up to the street design standards of the Pender County Unified Development Ordinance.
7. The wastewater treatment plant shall utilize membrane filtration technology, or other technology certified by the project engineer to render no greater negative impact to local water quality than membrane filtration.
8. Evidence that the Army Corps of Engineers has received any Certificate of Completion forms for wetland disturbance permits relating to the project shall be provided to staff prior to approval of the last Final Plat associated with this development.

9. Prior to completing the roadway connection between Fall Brook and the proposed development, A measure similar to a chicane that is acceptable to the NCDOT and Pender County Emergency Services shall be installed within the proposed development near the interconnection with Fall Brook, as well as at least one additional traffic calming measure along Fall Brook that is acceptable to NCDOT. The applicant shall also make a written request to the North Carolina Department of Transportation that a speed limit of 25 MPH should be posted on Fall Brook Ln.

Additionally, a tenth condition was discussed at the January 19, 2021 hearing and is again up for discussion at the November 15, 2021 meeting:

10. From the time that the road network of this development connects to Fall Brook Lane, to the time that the 700th home receives its Certificate of Occupancy, a gate shall be placed on the roadway between the two developments to allow only residents of Falls Mist and emergency vehicle traffic (siren activated) to utilize the connection. Means of access for construction vehicles shall not be granted. Following the Certificate of Occupancy for the 700th home, the gate shall be removed.

Attachment 2: Applicant's Narrative



STROUD ENGINEERING, P. A.

CONSULTING ENGINEERS
102D CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
WWW.STROUDENGINEER.COM
LICENSE NO. C-0647

December 21, 2021

Pender County Planning Department
805 S. Walker Street
Burgaw, North Carolina 28425

Re: Falls Mist Conditional Zoning Map Amendment
Rocky Point, Pender County

To Whom it May Concern,

What follows is an application for the amendment of the Conditional Zoning Map approved for the Falls Mist Planned Development. There are two revisions requested in this effort. The first and primary is the removal of the required roadway connection to the Fall Brook subdivision road network. As presently approved, Fall Brook Lane will be connected to the Falls Mist development. The Pender County Unified Development Ordinance, UDO, Article 7.4.1.F is the basis of the required roadway connection. Through the original iterative rezoning process, an additional 9.4 acre parcel adjacent to the north of the Fall Brook subdivision tract was purchased and incorporated into the plan to provide collector street connection to US Highway 117 for the Falls Mist development. This alternate route is intended to relieve the collector street traffic through the Fall Brook Subdivision on the basis of ordinance required road connectivity, the stub right of way is still to be connected. The connection to Fall Brook Lane requires a lengthy wetland crossing. The alternate route enables a significant reduction of wetland impacts effectively minimizing the environmental affect of this development. Article 7.5.1.A (b) of The UDO affords exception to the cross-connection requirements provided environmental hardships that may be realized by such connection. On this basis, avoidance of the wetland impacts necessitated by the Fall Brook Lane connection is substantiated.

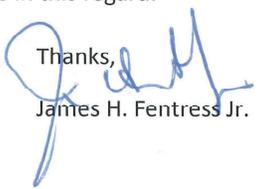
Article 4.14 (1) reports that setbacks for the PD zone are to be as shown by the Master Development Plan. The originally approved Master Development Plan represented PD zoning residential side setbacks to be ten feet. The developer is requesting the PD zoning residential side setbacks to be reduced to five feet to afford the builder opportunity to maximize the building envelope on smaller lots. On this premise, Note 10. Now represents the PD zoning residential side setbacks to be five feet. No other setbacks are proposed to be revised.

We hope the attached submission addresses the requirements to amend these two aspects of the Conditional Zoning Map. Please include this compilation for the next available review itinerary. Feel free to contact me with any additional needs that may arise in this regard.

Attachments

JHF/jf
File W:\MASTER\PW1585\TRC\CSHAW RESPONSE 122121.doc

Thanks,


James H. Fentress Jr. PE, PLS

107B COMMERCE STREET
GREENVILLE, NORTH CAROLINA 27858
252.756.9352

102D CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
910.815.0775

3302C BRIDGES STREET
MOREHEAD CITY, NORTH CAROLINA 28557
252.247.7479

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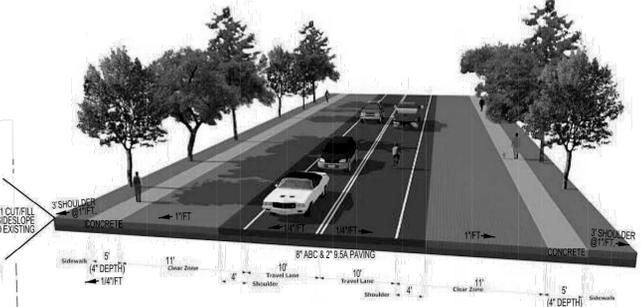
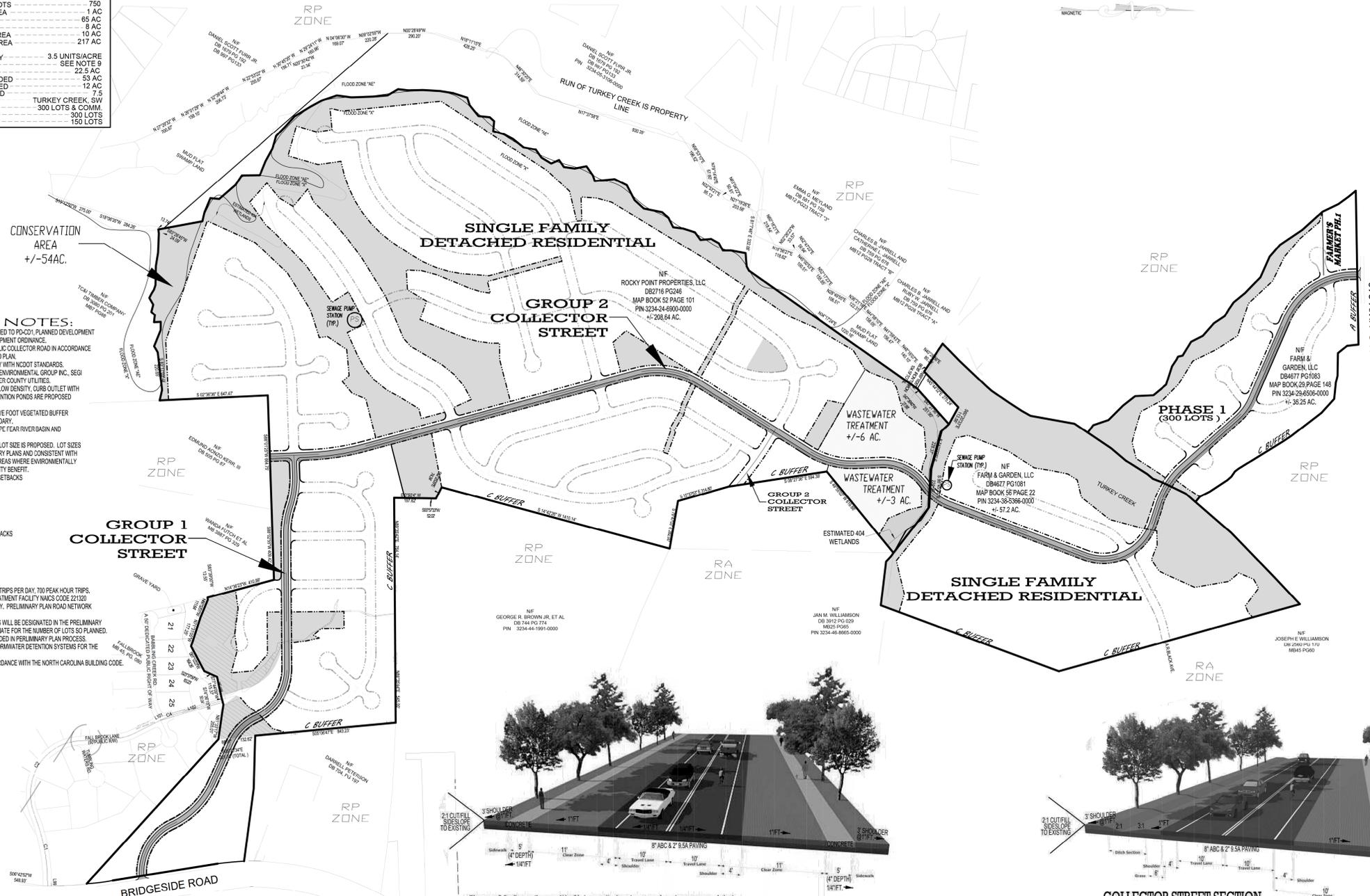
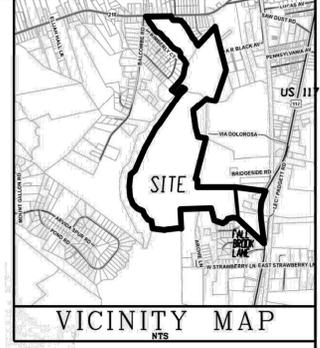
Attachment 3: Revised Master Development Plan

SITE DATA

PROJECT PINS	3234.24 6900.0000, 3234.38 5366.0000, 3234.29-6506-0000 & 3234.53-1216-0000
PROJECT AREA	310.56 AC
EXISTING ZONING	PD-CD1 & RP
PROPOSED ZONING	PD-CD1
PROPOSED SINGLE FAMILY LOTS	750
PROPOSED COMMERCIAL AREA	1 AC
PROPOSED COMMON AREA	65 AC
SEWER UTILITY AREA	8 AC
PROPOSED RIGHT OF WAY AREA	10 AC
PROPOSED SINGLE FAMILY AREA	217 AC
PROPOSED OVERALL DENSITY	3.5 UNITS/ACRE
MINIMUM LOT SIZE	SEE NOTE 9
OPEN SPACE REQUIRED	22.5 AC
PASSIVE OPEN SPACE PROVIDED	53 AC
ACTIVE OPEN SPACE PROVIDED	12 AC
RECREATION UNITS REQUIRED	7.5
RECEIVING STREAM & CLASS	TURKEY CREEK, SW
PHASE 1 PROPOSES	300 LOTS & COMM.
PHASE 2 PROPOSES	300 LOTS
PHASE 3 PROPOSES	150 LOTS

GENERAL NOTES:

- 310.56 ACRES ARE PROPOSED TO BE REZONED TO PD-CD1, PLANNED DEVELOPMENT PURSUANT PENDER COUNTY UNIFIED DEVELOPMENT ORDINANCE.
- PRIMARY ACCESS TO BE PROVIDED BY PUBLIC COLLECTOR ROAD IN ACCORDANCE WITH THE PENDER COUNTY COLLECTOR ROAD PLAN.
- ALL STREET CONSTRUCTION SHALL COMPLY WITH NC DOT STANDARDS.
- WETLAND LINE DELINEATED BY SOUTHERN ENVIRONMENTAL GROUP INC., SEGI
- WATER SERVICE TO BE PROVIDED BY PENDER COUNTY UTILITIES.
- STORMWATER MANAGEMENT SHALL BE BY LOW DENSITY, CURB OUTLET WITH PIPED COLLECTION. STORMWATER DETENTION PONDS ARE PROPOSED TO ENABLE THE COLLECTION PIPING.
- UNLESS OTHERWISE SHOWN, A TWENTY FIVE FOOT VEGETATED BUFFER IS PROPOSED ADJACENT THE PROJECT BOUNDARY.
- THE PROPERTY IS LOCATED WITHIN THE COPE FEAR RIVER BASIN AND DRAINS TO TURKEY CREEK, SW WATERS.
- NO SINGLE FAMILY RESIDENTIAL MINIMUM LOT SIZE IS PROPOSED. LOT SIZES WILL BE ESTABLISHED BY FUTURE PRELIMINARY PLANS AND CONSISTENT WITH PERMITTED DENSITY TO PROVIDE COMMON AREAS WHERE ENVIRONMENTALLY APPROPRIATE AND AS NEEDED FOR COMMUNITY BENEFIT.
- PROPOSED PD-CD1 ZONING RESIDENTIAL SETBACKS
 FRONT = 25'
 REAR = 15'
 SIDE = 5'
 CORNER = 15'
 MAX CHORD = 30'
 MAX. BUILDING HEIGHT = 35' MAX
- PROPOSED PD ZONING COMMERCIAL SETBACKS
 FRONT = 50'
 REAR = 25'
 SIDE = 10'
 CORNER = 15'
 MAX CHORD = 50'
 MAX. BUILDING HEIGHT = 35' MAX
- PROPOSED DEVELOPMENT WILL ADD 7000 TRIPS PER DAY, 700 PEAK HOUR TRIPS.
- RETAIL INACS CODE 44200, SEWAGE TREATMENT FACILITY INACS CODE 221030.
- LOCAL ROADS SHOWN FOR CONCEPT ONLY. PRELIMINARY PLAN ROAD NETWORK MAY VARY.
- ACTIVE SPACES AND RECREATIONAL UNITS WILL BE DESIGNATED IN THE PRELIMINARY PLAN PROCESS AND DEDICATED AS APPROPRIATE FOR THE NUMBER OF LOTS SO PLANNED.
- SIGNIFICANT TREE SURVEY WILL BE PROVIDED IN PERLIMINARY PLAN PROCESS.
- DEVELOPMENT PROPOSES TO DESIGN STORMWATER DETENTION SYSTEMS FOR THE 50 YEAR AND MODEL FOR THE 100 YR. STORM.
- BUILDING SEPARATION SHALL BE IN ACCORDANCE WITH THE NORTH CAROLINA BUILDING CODE.



CONDITIONAL ZONING MAP AMENDMENT/PD MASTER DEVELOPMENT PLAN

FALLS MIST GARDENS

OWNER: ROCKY POINT PROPERTIES, LLC & FARM AND GARDEN, LLC
 ADDRESS: 10 S Cardinal Drive, Wilmington, NC 28403
 PHONE: (910) 815-0775 (910) 815-0593 FAX

DESIGNED: JHF
 DRAWN: TLL
 APPROVED: JHF

DATE: 03/03/23
 SCALE: 1" = 300'
 SHEET 1 OF 1

Attachment 4: Public Input Meeting Packet



STROUD ENGINEERING, P. A.

CONSULTING ENGINEERS
102D CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
WWW.STROUDENGINEER.COM
LICENSE NO. C-0647

January 6, 2023

Re: Falls Mist PD Master Development Plan as approved by Pender County Commission

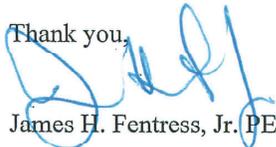
To All It May Concern,

Stroud Engineering, PA is writing you on behalf of Rocky Point Properties, LLC and Farm and Garden, LLC to notify you of an informal community meeting to discuss a proposed Master Development Plan revision of the Falls Mist project located off NC Highway 210 & US Highway 117 S, in Rocky Point, Pender County, NC. The primary plan revision to be discussed is the proposed elimination of the roadway connection to Fall Brook Lane.

The meeting is scheduled to be held on ***Tuesday, January 24th at the Pender County Library -103 S. Cowan Street, Burgaw, NC from 6:30 to 9:30 pm.*** Exhibits of the project and meeting locations are attached.

Please R.S.V.P. by email (Tracy Lowe: tlowe@stroudengineer.com) or call (910) 815-0775. I look forward to meeting you and addressing any questions that you may have.

Thank you,


James H. Fentress, Jr. PE, PLS

Attachments

JHF/jf
File W:\Master\PW-1200\pdf\community meeting\MASTER DEV PLAN REV COMMUNITY MEETING NOTICE.doc

107B COMMERCE STREET
GREENVILLE, NORTH CAROLINA 27858
252.756.9352

102D CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
910.815.0775

3302C BRIDGES STREET
MOREHEAD CITY, NORTH CAROLINA 28557
252.247.7479



STROUD ENGINEERING, P. A.

CONSULTING ENGINEERS
102D CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
WWW.STROUDENGINEER.COM
LICENSE NO. C-0647

Falls Mist Community Informational Meeting Report For Conditional Zoning Map Amendment

Stroud Engineering, PA held a community meeting on Tuesday, January 24, 2023 from 6:30 pm to 9:30 pm at the Burgaw Library in Pender County, NC to inform residents within five hundred feet of the proposed Conditional Zoning Map Amendment ambioned to eliminate the Fall Brook Lane road connection as well as reduce the reported side setback from ten feet to five feet. The meeting was an opportunity to report the proposal, address questions, and hear concerns regarding the proposed map amendment. The residents were notified of the meeting by mail.

Relative to the original community meeting in July of 2020, there were at least twenty new residents notified due to the 9.4 acre parcel purchased and approved for alternate connection to US Highway 117. The County required collector street corridor now emanates from this newly proposed driveway in lieu of converting Fall Brook Lane as originally interpreted from the Pender County Collector Street Plan. Community meeting attendance included; two Stroud Engineering, PA representatives, the property owner/developer, owner/developer Attorney, one senior Transportation Engineer from Davenport Engineering and fourteen interested residents. A reporting of the attendees is attached. There were several inquiries of Stroud Engineering in the weeks leading up to the meeting. The primary interests were to do with drainage, safety and traffic as well as some unfounded concerns of a possible convenient store apparently the result of rumor. There were no questions raised with regards to the setback reduction proposal.

The majority of the comments and concerns were from the Fall Brook Subdivision Community residents and residents along AR Black Avenue. A general overview of the dialog follows:

Drainage:

The focus of the drainage discussion was related to the flooding that occurs in the branch between the Fall Brook subdivision and the Falls Mist development tract. This flooding was reportedly aggravated by numerous downstream beaver dams. The Falls Mist developer reported that they had recently had several of the beavers removed and their dams destroyed in effort of improving the drainage in the branch and Turkey Creek. It was noted that the elimination of the Fall Brook Lane road connection would mean less flow obstruction in the branch which would not adversely affect drainage in the area. It was also noted that the development was conditioned on providing stormwater detention for the 100 year storm event which far exceeds the ordinance minimum.

Safety:

The Fall Brook community is relieved by the proposed elimination of the road connection to their subdivision. There were a few that were concerned about traffic safety on NC Highway 117 given the proposed driveways proximity to the bridge South of the Fall Brook Subdivision. It was noted that the proposed driveway is planned on the Bridgeside Road and not directly onto

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the highway. It was discussed that there was currently no traffic light proposed however the Traffic Impact Analysis would dictate what improvements would need to be made for that connection if and when the elimination of the Fall Brook Road connection was approved.

Traffic :

Traffic pattern was the primary discussion point as traffic from the Falls Mist development would not be realized if the connection to Fall Brook Lane could be eliminated by the proposed Map Amendment. Fall Brook Lane was recorded in 2008 to be a fifty feet wide public road right of way with twenty feet of pavement consistent to referenced North Carolina Department of Transportation, NCDOT, collector road standards. It was emphasized that, as presently approved, Fall Brook Lane will be connected to the Falls Mist development. Through the original iterative rezoning process, an additional 9.4 acre parcel adjacent to the north of the Fall Brook subdivision tract was purchased and incorporated into the plan to provide collector street connection to US Highway 117 for the Falls Mist development. That was intended to relieve the collector traffic through the Fall Brook Subdivision but on the basis of ordinance required road connectivity, the stub right of way was still to be connected. The popular consensus of the Fall Brook Community was that elimination of the road connection to their development would be an improvement to the plan. The residents from AR Black Avenue expressed disinterest in their private road being connected even if only for emergency access. Several requested that we make the same request for exception to the ordinance that road connection. There was one however who asked the Falls Mist developer to pave AR Black. That was explained as not possible given the developer of the Falls Mist does not have right of access to AR Black.

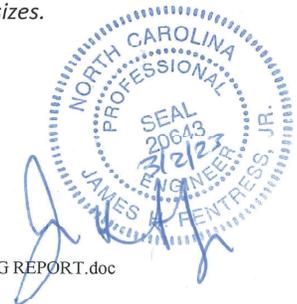
Various questions:

- AR Black Ave residents are concerned about emergency use of their private road.
- AR Black Ave residents also concerned about proposed emergency gate at the end of the road.
- AR Black Ave residents concerned about buffer width behind proposed homes, due to several of the residents being avid target shooters.
- Safety flashing cautions lights near new entrance off HWY 117 next to Fall Brook Lane?
- Any proposals for the Owl Creek wetland area?
- When will the construction start? *18 months +/- for approval and permits.*
- Concerns of existing homes being devalued by the additional traffic.
- What size lots are proposed? *The PD zone is proposed to enable a diversity of lot sizes.*
- Residents want to be made aware of all upcoming meetings for attendance.
- Where will wastewater treatments be located?

Attachments

JHF/jf

File W:\Master\PW-1200\MASTER PLAN REVISION\JAN 2023 COMMUNITY MEETING\2nd COMMUNITY MEETING REPORT.doc



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FALLS MIST COMMUNITY MEETING NOTES From 1/24/2023

Call ins -

- Vincent Barger 910-619-9737 vincentbarger@gmail.com
- Anna Marie Fern off Strawberry 910-233-3112
- Mark Giardina 303-958-3601 giardina2955@gmail.com owner off AR Black Ave
- Ed Hill owns 46 ac blackberry farm across new 9.4 ac tract

14 land owners attended / 5 reps attended

NOTES : (random notes throughout the evening)

- Traffic Signals – No traffic lights – Concerns of traffic over bridge heading North on HWY 117
- Sewer treatment plant
- DOT/TIA was updated – study was moved to new connector road
- Reduction of setbacks 10' – 5'
- Wetland – Owl Creek backs up to additional parcel – Condition to revise-10yr to 100yr storm are there any plans for Ped-Xing over wetlands?
- Fall Brook owners thrilled with ne update to reroute away from their subdiv
- Stroud/developer is asking county to oppose the Fall Brook Connection
- Questions RE: the proposed Farmers Mkt off 210
- When will ground breaking start
- The approved plan has connection to AR Black Ave. – County requires it – Developer/Stroud wants to eliminate the connection
- If there is a connection for 911 on AR Black – how & where will the gate be placed, how will it work, any potential for others to use it.
 - Owners along AR Black want the ex. gravel road to paved and maintained if county emergency is planning to use the access.
- AR Black Ave. end of road owners are concerned with the small proposed buffer, because they frequently target shoot on the back of their property.
- Concerned with price of proposed homes – hoping the mass building won't devalue their property.



Pender County
REZONE 2023-57: Request to rezone
three parcels totaling approximately 59
acres from the RA, Rural Agricultural,
zoning district to the CZ-4, Conditional
Zoning District 4, in the Grady Township

TO: Board of County Commissioners
FROM: Justin Brantley
DATE: January 16, 2024
SUBJECT: REZONE 2023-57: Request to rezone three parcels totaling approximately 59 acres from the RA, Rural Agricultural, zoning district to the CZ-4, Conditional Zoning District 4, in the Grady Township

SUMMARY:

TW & AG Timber, LLC, applicant and owner, is requesting approval of a Conditional Rezoning application for the expansion of an existing industrial site located at the corner of Porter Road and Malpass Corner Road. The existing industrial site was originally approved as a Special Use Permit in 1988 for Lumber Manufacturing. The owner wishes to seek the allowance of additional light industrial and industrial uses for the site as well as to expand the development into two adjacent parcels that are under the same ownership.

The subject properties consist of approximately 59 acres and are located on the southside of the intersection of Malpass Corner Road and Porter Road in the Grady Township and may be further identified by Pender County PINs 2276-79-7246-0000, 2276-89-3080-0000, & 2276-78-2161-0000.

ACTION REQUESTED:

To hold a public hearing and consider the Zoning Map Amendment request.

ATTACHMENTS:

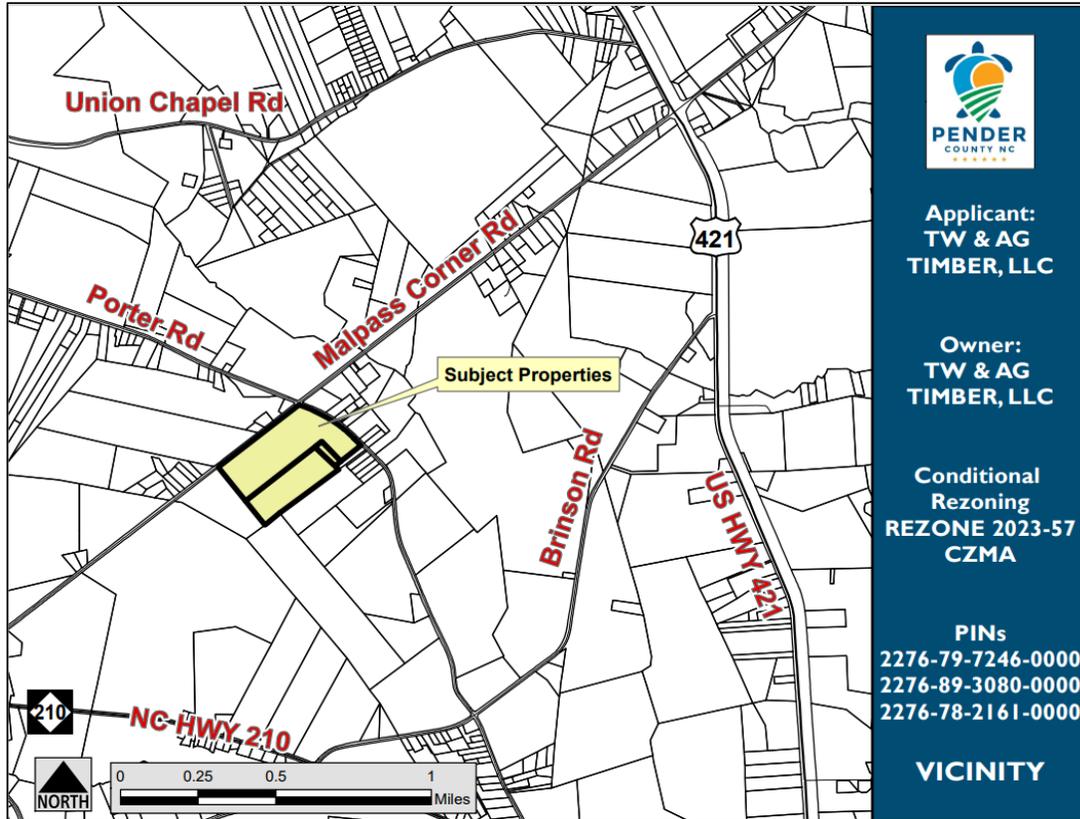
1. Staff Report
2. Application
3. Narrative and Proposed Uses
4. Site Plan
5. Attachment 1: 1988 Special Use Permit
6. Attachment 2: Table of Permitted Uses
7. Attachment 3: Public Input Meeting Information
8. Attachment 4: Narrative and Proposed Uses with markup

**STAFF REPORT FOR REZONE 2023-57
CONDITIONAL ZONING MAP AMENDMENT APPLICATION**

APPLICATION SUMMARY	
Case Number	REZONE 2023-57 CZMA
Hearing Dates	December 5, 2023 - Planning Board January 16, 2023 - Board of Commissioners
Applicant	TW & AG Timber, LLC
Property Owners	TW & AG Timber, LLC
Parcel Identification Number(s)	2276-79-7246-0000, 2276-89-3080-0000, 2276-78-2161-0000
Proposed Rezoning Area	Approximately 59 acres
Township	Topsail
Pender 2.0 Future Land Use Category	Rural Agriculture
Proposed Zoning District	CD-4

CONDITIONAL REZONING PROPOSAL
<p>TW & AG Timber, LLC, applicant and owner, is requesting approval of a Conditional Rezoning application for the expansion of an existing Industrial Site located at the Corner of Porter Road and Malpass Corner Road. The existing industrial site was originally approved as a Special Use Permit in 1988 for Lumber Manufacturing. Currently, the owner wishes to seek the allowance of additional light industrial and industrial uses for the site as well as to expand the development into two adjacent parcels that are under the same ownership.</p>
LOCATION
<p>The subject properties consist of approximately 59 acres and are located on the southside of the intersection of Malpass Corner Road and Porter Road in the Grady Township and may be further identified by Pender County PINs 2276-79-7246-0000, 2276-89-3080-0000, & 2276-78-2161-0000.</p>

Below: Vicinity Map



CONDITIONAL REZONING PROPOSAL AND BACKGROUND

On December 5th, 1988 the Pender County Board of Commissioners approved a Special Use Permit (**See Attachment 1**) for the use of Lumber Manufacturing on Parcel 2276-79-7246-0000 at the corner of Porter Road and Malpass Corner Road. The site was operated as a lumber manufacturing enterprise, which is industrial in nature, for nearly 30 years. Since that time, Pender County's land development regulations have changed. Our most recent ordinance, the Unified Development Ordinance (UDO), was adopted in 2010. This ordinance included a Table of Permitted Uses for all established zoning districts. Per the Table of Permitted Uses, the subject property's RA, Rural Agricultural, zoning designation does not allow lumber manufacturing and therefore the lumber manufacturing use was considered a legal non-conforming use as it was legally established through the Special Use Permit process.

Today the RA zoning district does not allow manufacturing uses as these uses are generally permitted in the GI, General Industrial, zoning district as well as some manufacturing uses being allowed in the IT, Industrial Transitional, zoning district.

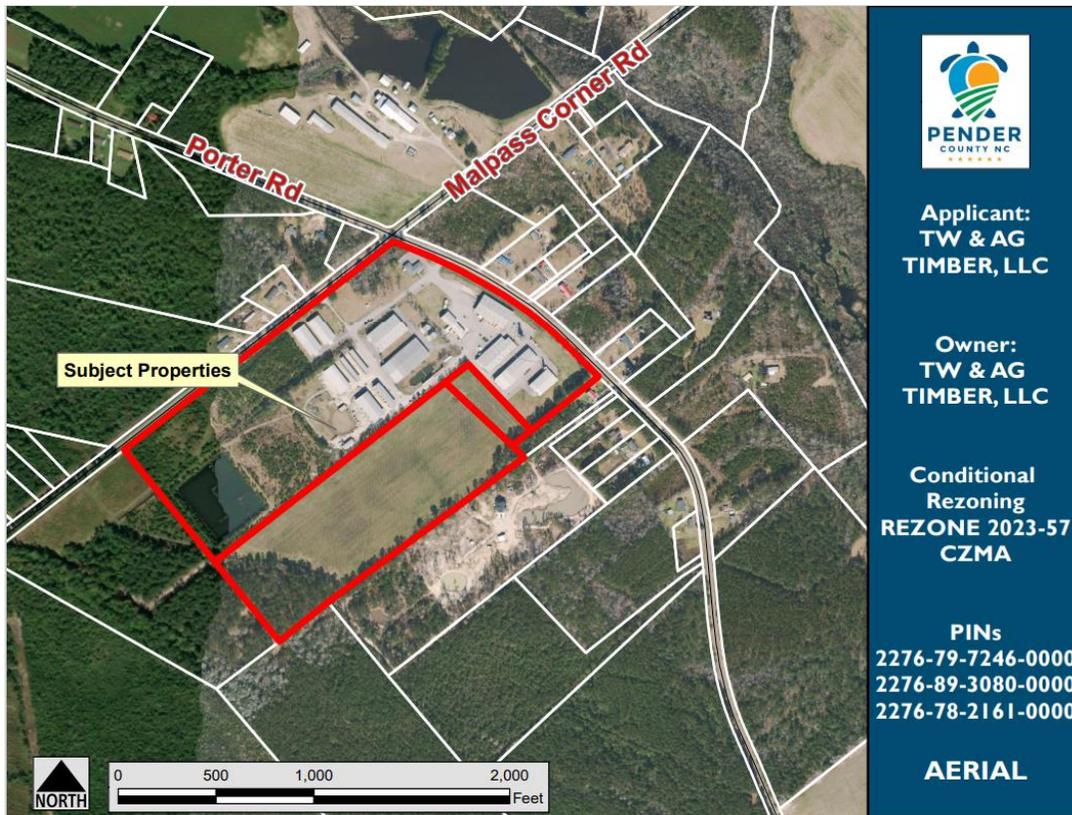
The property is now under new ownership which includes common ownership of the two adjacent parcels identified in this report. While the property has somewhat sat dormant since March of 2021, the new owner wishes to bring new enterprises and economic opportunities to the site. Initially, the applicant wishes for Nash Building, a metal building manufacturer, to be the first new tenant and occupy 75,000 square feet of the existing buildings on site fronting Porter Road.

Beyond the initial tenant, the applicant is proposing additional uses for the site within a variety of sectors include manufacturing, construction, wholesale trade, transportation and warehousing, real estate rental and leasing, waste management, technical and trade schools, etc. See attached Project Narrative and list of Proposed Uses. See attached Application, Narrative and Proposed Uses, and Site Plan for more information on the proposal.

Moving forward, it is important to recognize that this site was historically designated and developed as an industrial site through the special use permit process while today's future land use map and zoning map do not recognize the property as such.

In summation, the applicant wishes to bring new vitality to an existing industrial site through newly established enterprises that will provide job opportunities, services to area residents and property owners, and general economic benefits to the area while wishing to expand the site to adjacent properties under the same ownership to further meet this intent. The Conditional Rezoning Process is an opportunity for the owner to pursue the repurposing and expansion of the site while providing opportunity for the community to provide input to help mitigate and balance the associated impacts of industrial and commercial uses in a historically residential and agricultural area.

Below: Aerial Map

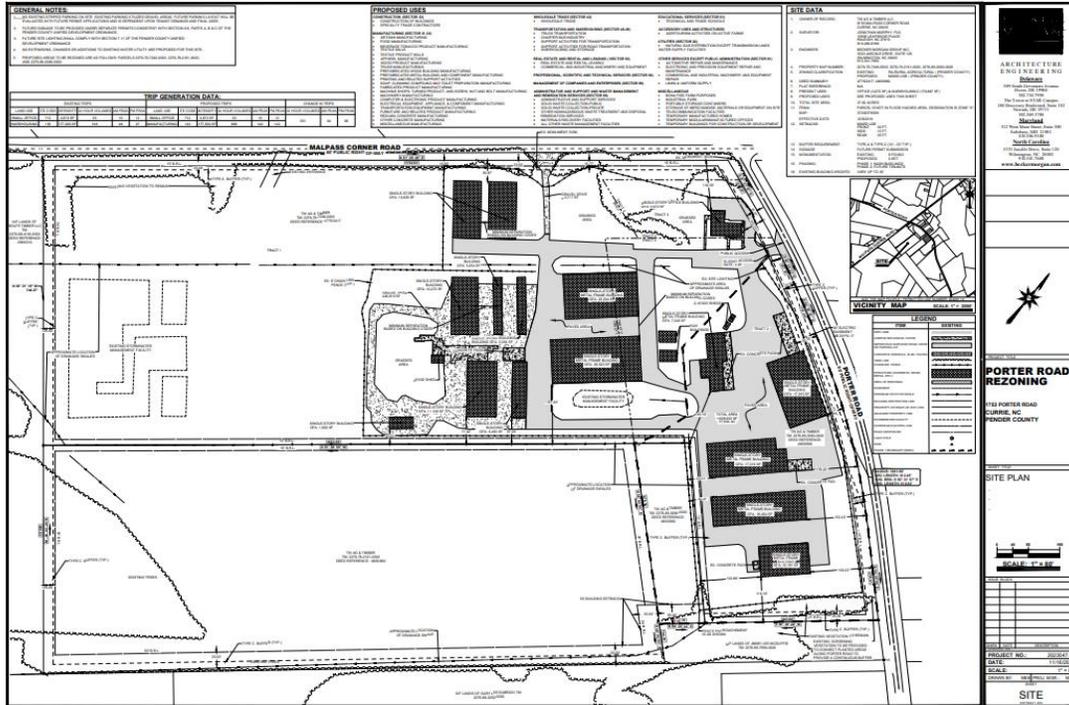


Intent of Conditional Zoning, Article 3.3.9.B

A conditional zoning district (CZ) is intended for a development that has a high level of certainty of being constructed and the most expected application will contain a specified use or uses, permitted by right or special use, accompanied by a plan showing proof of concept, and typically including the spatial relation of uses and site elements.

If approved, the applicant would be allowed to submit Minor Site Development plans for the occupancy of existing buildings. This would go through an expedited 5-day TRC review process to allow tenants to move forward in a timelier fashion compared to the Major Site Development Plan process for new development. However, for further development of the site, the applicant will be required to submit a Master Development Plan that will be reviewed administratively by staff. This will be followed by a Major Site Development Plan and/or Minor Site Development Plans that would involve a more technical review of expansion of the site. Subsequently, Master Development Plan and Major Site Development Plan applications will require notification by mail to properties within 500 feet of the site to keep the community informed of the progress of the development.

Below: Applicant's Site Plan



Proposed Uses

The applicant is proposing a variety of light industrial, heavy industrial, and commercial uses. See attached narrative and list of proposed uses for the complete list of proposed uses. Also, see **Attachment 2** for the Table of Permitted Uses to see allowable uses in the RA, IT, and GI zoning districts for comparison.

Dimensional Standards

Per Article 4.13 of the UDO, standards of a conditional zoning district are specific to the conditions of the site and are set by a conditional rezoning application. The applicant has proposed the following building setbacks for the site. However, a desired height allowance was not specified in the application, and Staff recommended a height maximum of 30' consistent with existing structures on-site:

Dimensional Standards	Staff Recommended
Minimum Front Setback (Porter Rd)	30'
Minimum Side Setback	15'
Minimum Corner Setback (Malpass Corner Rd)	15'
Minimum Rear Setbacks (Southeastern & Southwestern Boundary)	50' (Southeastern Boundary) 30' (Southwestern Boundary)
Structure Separation	Per Building Code
Maximum Building Height	30'

While the 30' building height maximum is consistent with the existing buildings on the site, with the exception of an unoccupied structure from the previous lumber operation, the Planning Board recommended a condition of approval that would establish a 40' building height maximum for occupied structures and a 50' height maximum for unoccupied structures. See Planning Board approval summary below at the end of the report.

The applicant is also proposing a 50' building setback for new buildings along the southeastern boundary of the undeveloped parcels. This is proposed in-lieu of a vegetative buffer as the applicant maintains that existing vegetation along the property line is adequate and the presence of an existing drainage swale would conflict with required plantings. However, Staff supports the 50' building setback along this boundary but does not support the lack of additional plantings as the majority of the existing plantings along the property line are on the adjacent owner's residential property. While there is existing vegetation, the adjacent owner is not responsible or obligated to maintain this buffer. The installation and maintenance of an adequate buffer is essential when locating commercial or industrial uses next to residential properties. Staff recommends the following condition of approval related to the Southeastern Boundary of PINs 2276-78-2161-0000 and 2276-89-3080-0000:

Recommended Condition – Upon development of PINs 2276-78-2161-0000 and 2276-89-3080-0000 a 25' Type C-4 buffer will be required. Existing vegetation along the southwestern boundary shall remain within this 25' buffer.

Landscaping and Buffers

The project site includes a significant but inconsistent amount of vegetation around the perimeter of the site. Staff recommends the preservation of the existing vegetative buffers consistent with what is illustrated on the site plan while recommending supplemental plantings where needed based on the buffers required. See previous section for discussion related to the Malpass Corner Road Boundary.

Per the site plan, the applicant is proposing a Type C buffer along Porter Road. While existing vegetation exists along this boundary, supplemental plantings may be required upon evaluation of any development approvals. An overhead transmission line is present along the Porter Road boundary of the site. Section 8.2.5 of the UDO provides that planting of trees in utility maintenance easements is prohibited. However, shrubs may be planted within easements as long as they are within the outer three feet of the easement. Staff will work with the applicant to

ensure that adequate screening is provided to meet the intention of the C-buffer requirement in a manner that does not conflict with the utility easement.

	Proposed Buffers	Staff Recommended
Porter Road Boundary	Type C Buffer	Type C Buffer
Malpass Corner Road	Type A Buffer	Type C Buffer
All other Boundaries	Type C Buffer	Type C Buffer

Recommended Condition – *The existing established vegetative buffer along Malpass Corner Road shall remain. As expansion of the site occurs, supplemental plantings may be required for areas where the existing vegetative buffer is inadequate as determined by the Administrator. However, new or modified driveways as approved by NCDOT along this roadway will be exempt from this condition.*

See buffer standards below from the Pender County UDO:

Buffer A

Buffer "A" This buffer is designed primarily for road frontage areas and should run parallel to the street to provide a continuous, aesthetically pleasing streetscape. The requirements for buffer "A" shall be met by any one of the following:
A-1) 15 foot wide strip with 3 canopy trees, 2 understory trees and a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree), per 100 linear feet (width may be reduced to 10' for existing developed lots that are subject to new buffer requirements), or
A-2) 20 foot wide strip with 3 canopy trees, 2 understory trees and either a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree or shrub) or 18 shrubs per 100 linear feet, or
A-3) 25 foot wide strip with 1 canopy tree, 2 understory trees and either a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree or shrub) or 21 shrubs per 100 linear feet, or
A-4) 30 foot wide strip with 1 canopy tree, 2 understory trees and either a grass or other approved vegetative ground cover of at least 98 % coverage (except within 4 feet of the base of any tree or shrub) or 32 shrubs per 100 linear feet.

Buffer C

Buffer "C" This buffer is designed to provide a high density screen primarily along non street boundary lines to provide buffer and separation between different categories of uses such as commercial adjacent to residential uses or other non-residential uses adjacent to high density single family residential uses. The requirements for buffer "C" shall be met by any one of the following:

C-1) 10 foot wide strip with a 6 foot high wood stockade, basket weave, or other solid wood fence and 2 canopy trees and a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree), per 100 linear feet, or

C-2) 15 foot wide strip with a 6 foot high wood stockade, basket weave, or other solid wood fence or an evergreen hedge* that will provide a continuous screen at least 6' high within 4 years and 1 canopy tree, 4 understory trees and a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree), per 100 linear feet, or

*Reference spacing requirements in plant list for specific species and spacing to achieve evergreen hedge

C-3) 20 foot wide strip with an evergreen hedge that will provide a continuous screen at least 6' high within 4 years and 1 canopy tree or 3 understory trees and a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree), per 100 linear feet, or

C-4) 25 foot wide strip with an evergreen hedge that will provide a continuous screen at least 6' high within 4 years, 2 understory trees and a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree), per 100 linear feet.

Hours of Operation

No specific hours of operation are proposed.

Signage

Signage is not being proposed currently. Any proposed signage shall be required to be in conformance with the standards outlined in Article 9 of the Unified Development Ordinance.

Access

The primary access for the site is on Malpass Corner Road with secondary access on Porter Road. See additional traffic-related discussion in the following section.

TRANSPORTATION AND OTHER INFRASTRUCTURE

Traffic

Typically, a Traffic Impact Analysis (TIA) is required when a development is estimated to generate more than 100 trips in the morning and/or evening peak hours or more than 1,000 trips per day. However, this is an existing industrial site with multiple established access points to the NCDOT system. Any new uses proposed for the site would have to be evaluated by NCDOT to see if updates to the existing driveway permits are required. Any required road improvements would be determined by NCDOT and constructed to NCDOT standards.

The proposed trips below are based on the potential occupancy of all existing buildings based on manufacturing and office uses. This analysis does not consider the expansion of the site in terms of additional proposed uses and their associated traffic impact or the occupancy of other types of proposed uses and their associated traffic impact. As discussed previously, the initial tenant, Nash Building, a metal building construction company, will occupy approximately 75,000 square feet of building space. Based on the proposed trip counts below, a TIA would not be required initially.

This condition is intended to allow initial tenants to occupy the existing buildings in advance of the development of the remainder of the site. For the development of the remainder of the site a Master Development Plan will be required

Trip Generation Data

EXISTING TRIPS					
LAND USE	ITE CODE	INTENSITY	24 HOUR VOLUMES	AM PEAK	PM PEAK
SMALL OFFICE	712	3,672 SF	53	10	12
WAREHOUSING	150	177,000 SF	318	48	47

PROPOSED TRIPS					
LAND USE	ITE CODE	INTENSITY	24 HOUR VOLUMES	AM PEAK	PM PEAK
SMALL OFFICE	712	3,672 SF	53	10	12
MANUFACTURING	140	177,000 SF	869	142	143

CHANGE IN TRIPS		
24 HOUR VOLUMES	AM PEAK	PM PEAK
551	94	96

Available traffic data from NCDOT from 2021 provides that the Annual Average Daily Traffic (AADT) count for 2021 was around 1,700 trips per day. This count was taken on Malpass Corner Road about 650 linear feet northeast of the intersection of Malpass Corner Road and Porter Road.

Stormwater

Article 7.9 of the Pender County Unified Development Ordinance requires that stormwater infrastructure be built such that the post development runoff from the project be no more than ten (10) percent more than the pre-development runoff. Low-density projects are required to meet this standard for the 1 year 24-hour event, while high density projects shall meet this requirement for the 10- and 25-year return period events and be analyzed for the 50-year event. Certification from a licensed engineer that the project meets these requirements shall be required prior to staff issuing administrative approval of the development. Additionally, all necessary state permits will be required prior to administrative approval for land disturbing activities.

The existing facility is governed under a State Stormwater Permit. Any modification to the site will be reevaluated by NCDEQ to see if modification to the State Stormwater Permit is required.

Utilities

Public water is available to the site. Public or private sewer is not available in this area of the County and wastewater management would rely on septic systems. Further development and occupancy of new tenants will require evaluation by Pender County Utilities and Environmental Health as part of the technical review process.

Schools

No residential uses are proposed and therefore the proposal itself would likely have no adverse impact on the Pender County School System.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain Special Flood Hazard Areas ¹ .
Wetlands	Portions of the subject property may contain wetlands ^{2,3} . No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. 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 Areas of Environmental Concern along a waterway (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 Input Meeting

As required by Article 3.3.9 of the UDO, the applicant hosted a public input meeting at the Burgaw Depot on October 26th at 6:00pm. Notice of the meeting was mailed to all property owners within 500 feet of the subject parcels. As described in the applicant’s report of the meeting, nearly a dozen community members attended. The public input meeting summary can be found in the Board’s packet as **Attachment 3**.

EVALUATION

Zoning and Existing Land Use in Area

Much of the immediately surrounding area consists of single-family residential land uses, as well as agricultural land uses. The area is also predominately zoned RA, Rural Agricultural.

CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	ZONING
North	Residential, Agricultural	RA, Rural Agricultural
East	Residential, Agricultural	RA, Rural Agricultural
South	Residential, Agricultural	RA, Rural Agricultural
West	Residential, Agricultural	RA, Rural Agricultural

Unified Development Ordinance Compliance

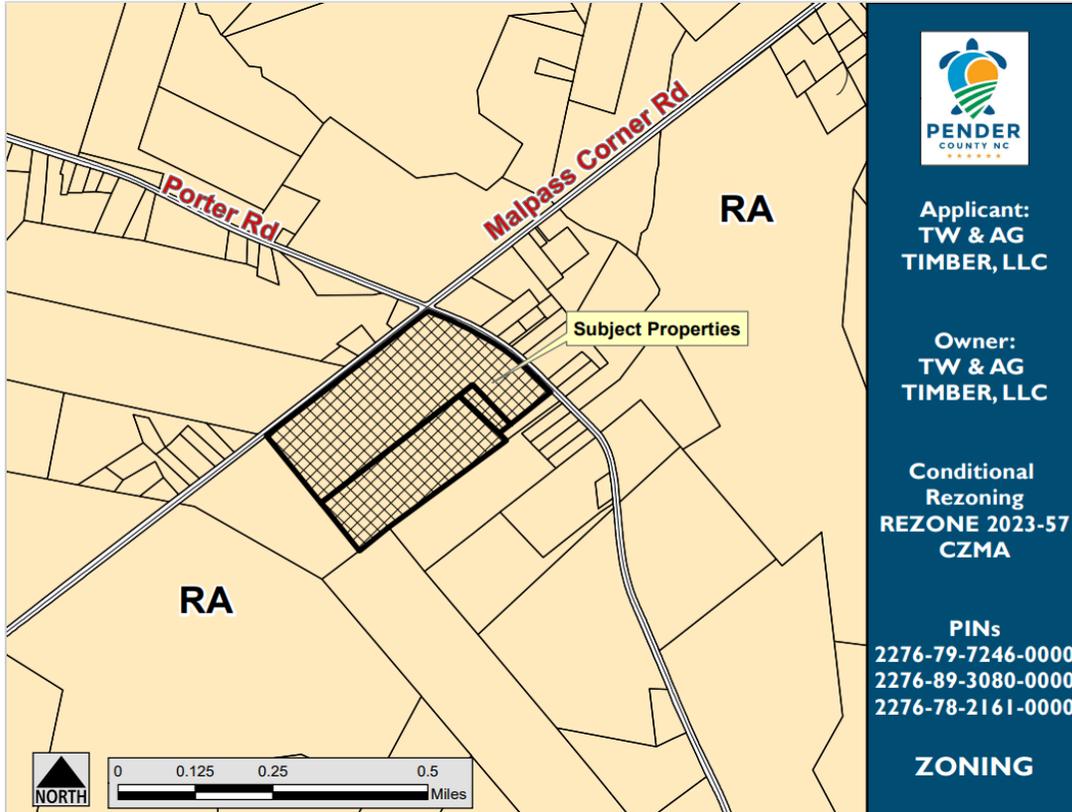
Section 3.3.9 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. These standards include evaluating proposals against whether adequate public 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.

3.3.9.B.3 Approval Criteria for Conditional Rezoning

When evaluating an application for the establishment of a conditional zoning district, the reviewing bodies shall consider the following:

- A. The Approval Criteria for a Rezoning (Section 3.3.5).
- B. That the application meets the intent of a conditional rezoning, per this subsection.
- C. That the contents of the application are complete, sufficient, and recorded appropriately either as conditions of approval or on the associated site plan or preliminary plat, and that the appropriate procedures have been followed.
- D. The potential impacts and/or benefits on the surrounding area and adjoining properties.
- E. The report of results from the public input meeting.
- F. That sufficient guarantee is in place or can be made that any off-site impacts generated by the proposed project shall be mitigated appropriately at the time the need for the mitigating action is generated.

Below: Zoning Map of the Area



Pender 2.0 Comprehensive Land Use Plan Compliance

The Pender 2.0 Comprehensive Land Use Plan designates the subject property as Rural Agriculture. The Rural Agriculture 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:

- Single-family dwellings – detached
- Manufactured homes
- Recreation, parks, and open space

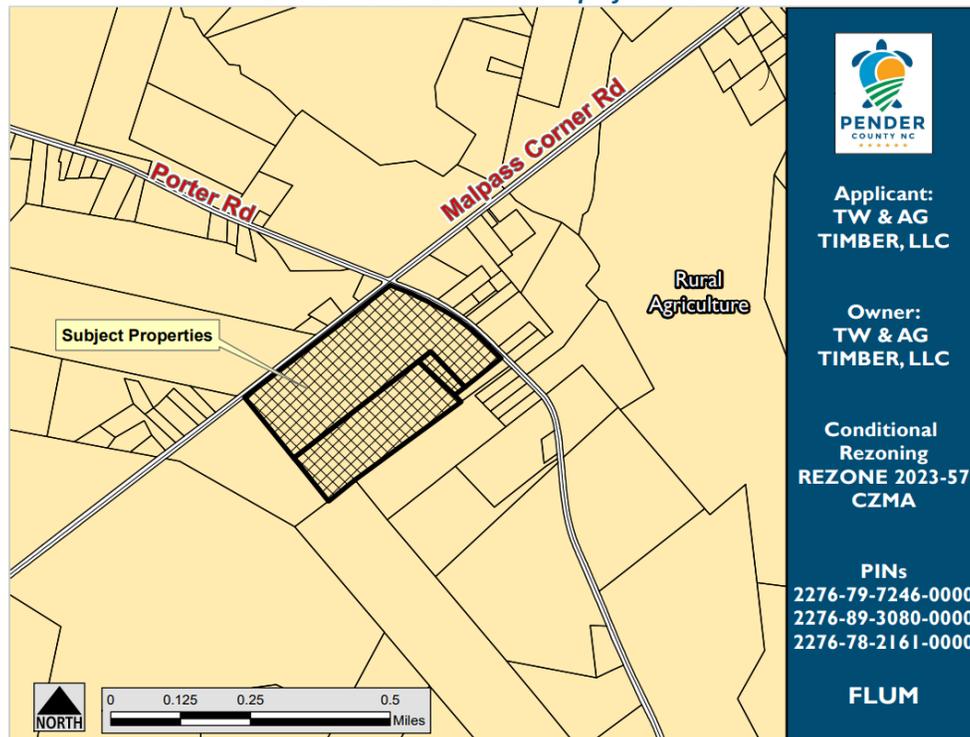
Inappropriate Uses:

- Single-family dwellings – attached
- Multi-family residential uses
- Most commercial, office, and institutional development
- Industrial development

Transportation Infrastructure:

- Automobile: Collector (local, minor) and local roads
- Cyclist: paved shoulders and multi-use paths

Below: Future Land Use Map of the Area



Planning staff finds the proposed conditional zoning district to be inconsistent with the Future Land Use Map (FLUM) classification for the property as it is designated Rural Agriculture and does not support industrial development and finds that most commercial uses are inappropriate in these designated areas.

Evaluation of Uses

Staff is supportive of the fundamental intention of this proposal in terms of bringing new businesses and jobs to the site and is also supportive of the limited expansion of this site. However, staff is not supportive of certain uses proposed as part of this request. Staff finds that the following uses are inappropriate in this area and recommend removal of these uses prior to approval:

Sector 56: Administrative and Support and Waste Management and Remediation Services

All Proposed Uses within this Sector.

Staff recommends removal of all waste management related services as these uses may be disruptive to the residential and agricultural character of this community. This NAICS (North American Industry Classification System) Sector ranges from administrative support for waste management to solid waste combustors and incinerators and as well as solid waste landfills. While the applicant is not proposing solid waste combustors and incinerators or landfills, they are proposing both private and public waste collection, nonhazardous waste treatment disposal, materials recovery facilities, and all other waste management facilities. Staff finds that this use category is best suited for a more isolated industrial site and not suited for a site surrounded by existing residential development as this use category may impact air and water quality for nearby residents.

2007 NAICS Describes Sector 56 as follows:

The Administrative and Support and Waste Management and Remediation Services sector comprises establishments performing routine support activities for the day-to-day operations of other organizations. These essential activities are often undertaken in-house by establishments in many sectors of the economy. The establishments in this sector specialize in one or more of these support activities and provide these services to clients in a variety of industries and, in some cases, to households. Activities performed include: office administration, hiring and placing of personnel, document preparation and similar clerical services, solicitation, collection, security and surveillance services, cleaning, and waste disposal services.

The Pender County Planning Board as well as the participating neighbors and adjacent/nearby property owners agreed that Waste Management related land uses would not be appropriate in this location.

Sector 31-33: Manufacturing

Ready-Mix Concrete Manufacturing (NAICS 32732)

Other Concrete Manufacturing (NAICS 32739)

Staff supports all of the proposed manufacturing uses with the exception of those related to concrete manufacturing. This may be better suited for a more isolated industrial site as concrete production can impact air and water quality for nearby residences and agricultural operations.

2007 NAICS Describes Ready-Mix Concrete Manufacturing (NAICS 327320) as follows:

This industry comprises establishments, such as batch plants or mix plants, primarily engaged in manufacturing concrete delivered to a purchaser in a plastic and unhardened state. Ready-mix concrete manufacturing establishments may mine, quarry, or purchase sand and gravel.

2007 NAICS Describes Other Concrete Product Manufacturing as follows:

This industry comprises establishments primarily engaged in manufacturing concrete products (except block, brick, and pipe).

Some examples of land uses under this NAICS code would include using concrete with molds and casts to make concrete products such as burial vaults, architectural wall panels, concrete tanks, concrete furniture such as benches and tables, and lintels (beams), etc.

The Pender County Planning Board as well as the participating neighbors and adjacent/nearby property owners were concerned about this use category. However, while staff recommended removal of this land use from the request, the Planning Board was amenable to this land use with a condition specific to the separation of this land use from adjoining properties. See condition related to concrete businesses below.

Land Use Plan Policies

The request was found to be consistent with the following policies and recommended action which support the request as the proposal is considered an expansion to an existing industrial site.

Policy 5.1.C: Coordination with Infrastructure/Services: The County shall encourage development in areas where the necessary infrastructure – roads, water, sewer, broadband, and schools – is available, planned or can be most cost effectively provided and extended to serve existing and future development. Natural resource conservation should be considered.

Policy 5.1.D: Focused Growth and Development: The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.

Policy 5.1.K: Commercial Development: The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.

Recommended Action 5.1.N.1: Consider committing additional County resources to improve and expand efforts to retain and recruit industries. Place emphasis on re-use of vacant buildings, recruitment of clean industries, expansion of the Pender Commerce Park, and creation of jobs.

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

Furthermore, the request was found to be inconsistent with the following policies:

Policy 5.1.N Industrial Uses and Business Development: The County supports the recruitment and siting of compatible industrial, heavy commercial, and large-scale employment establishments in areas that are consistent with County's future land use map. Compatible heavy commercial and employment center uses are also appropriate within the Regional Mixed Use future land use category.

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.

STAFF RECOMMENDATION

Staff finds that overall, the request is something that can offer much benefit to this area of rural Pender County in terms of businesses, jobs, and overall economic benefits. While this is a currently vacant former industrial site, it is important for this site to be able to continue to provide these benefits in a place where industrial type uses have been established through the 1988 Special Use Permit. However, it is essential to balance this proposal with the interest of the surrounding community to establish a better outcome in terms of compatible land uses.

With the proposed setbacks and recommended conditions, this is a project that Planning Staff will continue to support to bring new vitality to this site and therefore offer new opportunities for residents of this area of Pender County. With the removal of uses previously identified as inappropriate, Staff recommends approval of this conditional rezoning request with the conditions provided throughout this report and summarized below.

In summation, Staff recommended the removal of concrete related businesses and waste management related uses. Staff recommended the following conditions of approval for the conditional rezoning request:

Staff Recommended Conditions to Consider in Approving the Conditional Rezoning for this Site.

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The applicant shall meet all other local, state, and federal regulations.
3. The applicant shall forfeit the Special Use Permit on record as a conditional rezoning of the Special Use Permit site will conflict with this previous approval. This shall take place prior to the issuance of the first zoning permit.
4. The existing established vegetative buffer along Malpass Corner Road shall remain. As expansion of the site occurs, supplemental plantings may be required for areas where the existing vegetative buffer is inadequate as determined by the Administrator. However, new or modified driveways as approved by NCDOT along this roadway will be exempt from this condition.
5. Upon development of PINs 2276-78-2161-0000 and 2276-89-3080-0000 a 25' Type C-4 buffer will be required. Existing vegetation along the southwestern boundary shall remain within this 25' buffer.

PLANNING BOARD RECOMMENDATION

At their December 5th meeting, the Planning Board voted (4-2) to recommend approval of the conditional rezoning request, excluding Waste Management related uses (NAICS Sector 56) and Textile Manufacturing related uses from the list of proposed uses. See **Attachment 4** for proposed uses recommended for approval and those not recommended for approval by the Planning Board. In terms of the removed uses, the Board cited general concerns about the associated negative impacts related to air and water quality to the rural agricultural and residential land uses in the vicinity. While Planning Staff recommended removal of concrete related uses, the Planning Board found these uses acceptable with a condition that would require these uses be setback a minimum of 100' from the boundary of the conditional rezoning site. See a complete list of conditions recommended by the Planning Board and Planning Board vote below.

RECOMMENDED CONDITIONS OF APPROVAL

Per Section 3.3.9.B.4 of the Pender County Unified Development Ordinance, the Pender County Planning Board and the Board of County Commissioners can add reasonable and appropriate conditions based on mutually established goals with the Applicant and adjacent property owners. Conditions may address parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of open space, and other matters that the participants in the public input meeting, staff, Planning Board, and County Commission find appropriate or the petitioner may propose.

Planning Board Recommended Conditions to Consider in Approving the Conditional Rezoning for this Site.

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The applicant shall meet all other local, state, and federal regulations.
3. The applicant shall forfeit the Special Use Permit on record as a conditional rezoning of the Special Use Permit site will conflict with this previous approval. This shall take place prior to the issuance of the first zoning permit.
4. The existing established vegetative buffer along Malpass Corner Road shall remain. As expansion of the site occurs, supplemental plantings may be required for areas where the existing vegetative buffer is inadequate as determined by the Administrator. However, new or modified driveways as approved by NCDOT along this roadway will be exempt from this condition.
5. Upon development of PINs 2276-78-2161-0000 and 2276-89-3080-0000 a 25' Type C-4 buffer will be required. Existing vegetation along the southwestern boundary shall remain within this 25' buffer.
6. All uses related to Redi-Mix Concrete Manufacturing (NAICS 32732) and Other Concrete Manufacturing (NAICS 32739) shall be set back at least 100' from the perimeter of the site.
7. A height maximum of 40' shall be established for occupied structures with a maximum of 50' for unoccupied structures.

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 and goals in the Pender 2.0 Comprehensive Land Use Plan:

- **5.1.C: Coordination with Infrastructure/Services**
- **5.1.D: Focused Growth and Development**
- **5.1.K: Commercial Development**
- **Recommended Action 5.1.N.1**
- **5.1.FF: Rural Non-Residential Uses**

While the proposed rezoning is inconsistent with the Rural Agriculture Land Use classification in the Pender 2.0 Comprehensive Land Use Plan the proposal is reasonable and in the public interest and furthers the goals of 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 CONDITIONAL REZONING

MOTION TO APPROVE	SECONDED
BEAUDOIN	PITTS

APPROVED	DENIED	UNANIMOUS
Yes	-	No

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
No	Yes	Yes	Absent	No	Yes	Yes

APPLICATION FOR CONDITIONAL REZONING

THIS SECTION FOR OFFICE USE			
Application No.	ZMA-CD REZONE 2023-57 CZMA	Date	10/16/2023
Application Fee	\$ 1,040.70	Invoice Number:	00036347
Pre-Application Conference	N/A	Hearing Date	TBA

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	TW+AG Timber, LLC	Owner's Name:	TW+AG Timber, LLC
Applicant's Address:	8155 Malpass Corner	Owner's Address:	←
City, State, & Zip	Currie, NC 28435	City, State, & Zip	←
Phone Number:	910-604-0049	Phone Number:	←
Email Address:	Wesley@lewisfarmandliquidwaste.com	Email Address:	←

Legal relationship of applicant to landowner: SAME

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	2276-79-7246	Total property acreage:	37.62
Current Zoning District:	RA (Special Use)	Proposed Zoning District:	Conditional Zoning
Project Address or Location:	1753 Porter Road Currie, NC 28435		

Proposed Uses to be Considered (Include NAICS Code):

332311 and 332322
(and Proposed Uses Attached)

Proposed Uses to be Eliminated from Consideration (Include NAICS Code):

ELIMINATE OTHER USES IN TABLE - EXCEPT THOSE LISTED

SECTION 3: SIGNATURES

Applicant's Signature		Date:	
Applicant's Name Printed	Wesley Wooten	Date:	10-10-23
Owner's Signature	<i>Wesley Wooten</i>	Date:	10-10-2023
Owner's Name Printed	Wesley Wooten	Date:	10-10-23

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

APPLICATION FOR CONDITIONAL REZONING

THIS SECTION FOR OFFICE USE			
Application No.	ZMA-CD REZONE 2023-57 CZMA	Date	10/16/2023
Application Fee	\$ 1,040.70	Invoice Number:	00036347
Pre-Application Conference	N/A	Hearing Date	TBA
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	TW AG + Timber, LLC	Owner's Name:	TW AG + Timber LLC
Applicant's Address:	8155 Malpass Corner	Owner's Address:	8155 Malpass Corner
City, State, & Zip	Currie, NC 28435	City, State, & Zip	Currie, NC 28435
Phone Number:	910-604-0049	Phone Number:	←
Email Address:	Wesley@louisfarmandliquidwaste.com	Email Address:	←
Legal relationship of applicant to landowner: SAME			
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	2276-89-3080	Total property acreage:	1.21
Current Zoning District:	Agriculture	Proposed Zoning District:	CZ
Project Address or Location:	Porter Road		
Proposed Uses to be Considered (Include NAICS Code):			
(See attached list of proposed uses)			
Proposed Uses to be Eliminated from Consideration (Include NAICS Code):			
(Eliminate all others on Table of Use list except those on attached list)			
SECTION 3: SIGNATURES			
Applicant's Signature		Date:	
Applicant's Name Printed	Wesley Wooten	Date:	10-10-23
Owner's Signature	<i>[Signature]</i>	Date:	10-10-23
Owner's Name Printed		Date:	
NOTICE TO APPLICANT			
<ol style="list-style-type: none"> 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. 			

APPLICATION FOR CONDITIONAL REZONING

THIS SECTION FOR OFFICE USE			
Application No.	ZMA-CD REZONE 2023-57 CZMA	Date	10/16/2023
Application Fee	\$ 1,040.70	Invoice Number:	00036347
Pre-Application Conference	N/A	Hearing Date	TBA
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	TW AG + Timber, LLC	Owner's Name:	TW AG + Timber LLC
Applicant's Address:	8155 Malpass Corner	Owner's Address:	8155 Malpass Corner
City, State, & Zip	Currie, NC 28435	City, State, & Zip	Currie, NC 28435
Phone Number:	910-604-0049	Phone Number:	←
Email Address:	Wesley@lewisfarmardliquidwaste.com	Email Address:	←
Legal relationship of applicant to landowner: SAME			
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	2276-78-2161	Total property acreage:	20.24
Current Zoning District:	Agriculture	Proposed Zoning District:	Conditioned - C2
Project Address or Location:	PORTER ROAD		
Proposed Uses to be Considered (Include NAICS Code):			
(See attached list of proposed uses)			
Proposed Uses to be Eliminated from Consideration (Include NAICS Code):			
(Eliminate all others on Table of Use List) Except those on attached list			
SECTION 3: SIGNATURES			
Applicant's Signature		Date:	
Applicant's Name Printed	Wesley Wooten	Date:	10-10-23
Owner's Signature	<i>[Signature]</i>	Date:	10-10-23
Owner's Name Printed		Date:	
NOTICE TO APPLICANT			
<ol style="list-style-type: none"> 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. 			

October 12, 2023

Pender County Planning
805 South Walker Street
Burgaw, NC 28425

RE: Porter Road Conditional Zoning

Pender County Planning Department:

We submit the following to serve as the application description as a part of the Conditional Zoning request for the Porter Road Parcels owned by TW AG & Timber, LLC.

The applicant, TW AG & Timber, LLC, is applying for approval of a Conditional Zoning for 3 tracts of land. They are located at Malpass Corner Road and Porter Road. TW AG & Timber are the owners of all 3 parcels. The parcels have a combined acreage of 59.07.

Current Parcel Information:

Owner: TW AG & Timber, LLC
Property Address: 1753 Porter Road, Currie, NC 28435
PIN: 2276-79-7246-0000
Zoning: RA (Special use from 1988) Lumber and Lumber Manufacturing
Acreage: 37.62

Owner: TW AG & Timber, LLC
Property Address: Porter Road
PIN: 2276-78-2161-0000
Zoning: Agriculture
Acreage: 20.24

Owner: TW AG & Timber, LLC
Property Address: Porter Road
PIN: 2276-89-3080-0000
Zoning: Agriculture
Acres: 1.21 acres

This property operated as a Lumber and Lumber Manufacturing facility for 32 years and the Owner decided to relocate. TW AG & Timber purchased the property in 2021. They have improved many items on said property (storm drainage, landscaping and building maintenance) over the last couple of years and have started looking for a tenants. Recently, a metal building company who provides metal building components and roofing would like to lease a portion of the property that was formerly the lumber company.

The neighboring 2 parcels were purchased by TW AG Timber last year. They do not have any structures on them and are currently zoned RA. We would like the Conditional Zoning to incorporate all 3 parcels listed above.

We would like to request a Conditional Rezoning for the following proposed uses:

ACCESSORY USES AND STRUCTURES

Agritourism Activities on active farms

SECTOR 22: UTILITIES

Natural Gas Distribution Except Transmission Lines	221210
Water Supply Facilities	221310

SECTOR 23: CONSTRUCTION

Construction of Buildings	236
Specialty Trade Contractors	238

Sectors 31-33: MANUFACTURING:

Artisan Manufacturing	
Food Manufacturing	311
Beverage Tobacco Product Manufacturing	312
Textile Mills	313
Textile Product Mills	314
Apparel Manufacturing	315
Wood Product Manufacturing	321
Truss Manufacturing	321214
Prefabricated Wood Building Manufacturing	321992
Prefabricated Metal Building and Component Manufacturing	332311
Printing and Related Support Activities	323
Soap, Cleaning Compound and Toilet Preparation Manufacturing	3256
Fabricated Product Manufacturing	332
Machine Shops; Turned Product; and Screw, Nut and Bolt Manufact.	3327
Machinery Manufacturing	333
Computer & Electronic Product Manufacturing	334
Electrical Equipment, Appliance, & Component Manufacturing	335
Transportation Equipment Manufacturing	336
Furniture and Related Product Manufacturing	337

Redi-Mix Concrete Manufacturing	32733
Other Concrete Manufacturing	32739
Fabricated Product Manufacturing	332
Machine Shops: Turned Product; and Screw, Nut and Bolt Manufact.	3327
Miscellaneous Manufacturing	339

Sector 42: WHOLESALE TRADE

Wholesale Trade	42
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Sector 48-49: TRANSPORTATION AND WAREHOUSING:

Truck Transportation	484
Charter Bus Industry	4855
Support Activities for Transportation	4881
Support Activities for Road Transportation	4884
Warehousing and Storage	493

Sector 53: REAL ESTATE AND RENTAL AND LEASING

Real Estate and Rental and Leasing	53
Commercial and Industrial Machinery and Equipment	5324

Sector 54: PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES 54

Sector 55: MANAGEMENT OF COMPANIES AND ENTERPRISES 55

Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES

Administrative and Support Services	561
Solid Waste Collection Public	562111
Solid Waste Collection Private	562111
Other Nonhazardous Waste Treatment and Disposal	562219
Remediation Services	562910
Materials Recovery Facilities	562920
All Other Waste Management Facilities	56299

Sector 61: EDUCATIONAL SERVICES

Technical and Trade Schools	6115
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Sector 81: OTHER SERVICES EXCEPT PUBLIC ADMINISTRATION

Automotive Repair and Maintenance	8111
Electronic and Precision Equipment Repair and Maintenance	8112
Commercial and Industrial Machinery and Equipment Repair	8113
Linen & Uniform Supply	81233

MISCELLANEOUS:

Bona fide Farm Purposes	
Industrial Park	
Portable Storage Containers	
Storage of Merchandise, Materials or Equipment on Site	

Telecommunication Facilities
Temporary Manufactured Homes
Temporary Modular/Manufactured Offices
Temporary Buildings for Construction or Development

Please let me know if you have any questions.
Thanks -

A handwritten signature in cursive script, appearing to read "Livian L. Jones".

Livian Jones
910-520-3943

GENERAL NOTES:

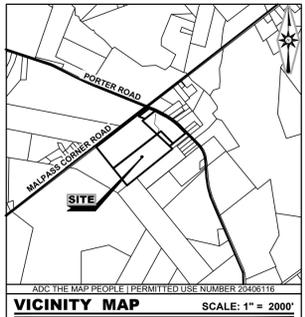
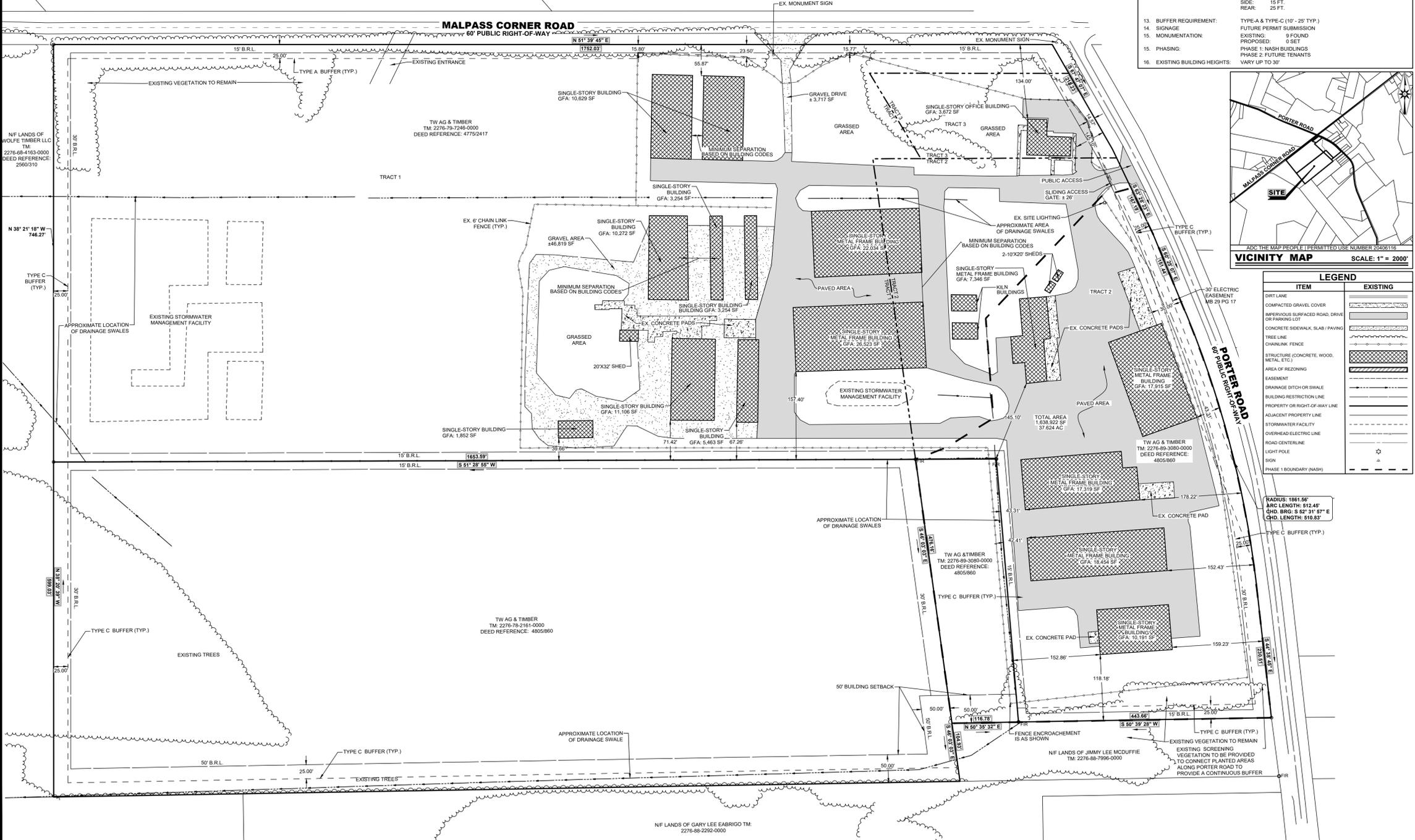
- NO EXISTING STRIPED PARKING ON SITE. EXISTING PARKING UTILIZES GRAVEL AREAS. FUTURE PARKING LAYOUT WILL BE EVALUATED WITH FUTURE PERMIT APPLICATIONS AND IS DEPENDENT UPON TENANT DEMANDS AND FINAL USES.
- FUTURE SIGNAGE TO BE PROVIDED UNDER SEPARATE PERMITS CONSISTENT WITH SECTION 9.8, PARTS A, B & C OF THE PENDER COUNTY UNIFIED DEVELOPMENT ORDINANCE.
- FUTURE SITE LIGHTING SHALL COMPLY WITH SECTION 7.11 OF THE PENDER COUNTY UNIFIED DEVELOPMENT ORDINANCE.
- NO EXTENSIONS, CHANGES OR ADDITIONS TO EXISTING WATER UTILITY ARE PROPOSED FOR THIS SITE.
- PROPOSED AREAS TO BE REZONED ARE AS FOLLOWS: PARCELS 2276-79-7246-0000, 2276-78-2161-0000, AND 2276-89-3080-0000

TRIP GENERATION DATA:

LAND USE	ITE CODE	EXISTING TRIPS			PROPOSED TRIPS			CHANGE IN TRIPS					
		INTENSITY	24 HOUR VOLUMES	AM PEAK	PM PEAK	INTENSITY	24 HOUR VOLUMES	AM PEAK	PM PEAK	AM PEAK	PM PEAK		
SMALL OFFICE	712	3,672 SF	53	10	12	SMALL OFFICE	712	3,672 SF	53	10	12		
WAREHOUSING	150	177,000 SF	318	48	47	MANUFACTURING	140	177,000 SF	869	142	143	551	94

- PROPOSED USES**
- CONSTRUCTION (SECTOR 23)**
 - CONSTRUCTION OF BUILDINGS
 - SPECIALTY TRADE CONTRACTORS
 - MANUFACTURING (SECTOR 31-33)**
 - ARTISAN MANUFACTURING
 - FOOD MANUFACTURING
 - BEVERAGE TOBACCO PRODUCT MANUFACTURING
 - TEXTILE MILLS
 - TEXTILE PRODUCT MILLS
 - APPAREL MANUFACTURING
 - WOOD PRODUCT MANUFACTURING
 - TRUSS MANUFACTURING
 - PREFABRICATED WOOD BUILDING MANUFACTURING
 - PREFABRICATED METAL BUILDING AND COMPONENT MANUFACTURING
 - PRINTING AND RELATED SUPPORT ACTIVITIES
 - SOAP, CLEANING COMPOUND AND TOILET PREPARATION MANUFACTURING
 - FABRICATED PRODUCT MANUFACTURING
 - MACHINE SHOPS, TURNED PRODUCT, AND SCREW, NUT AND BOLT MANUFACTURING
 - MACHINERY MANUFACTURING
 - COMPUTER & ELECTRONIC PRODUCT MANUFACTURING
 - ELECTRICAL EQUIPMENT, APPLIANCE, & COMPONENT MANUFACTURING
 - TRANSPORTATION EQUIPMENT MANUFACTURING
 - FURNITURE AND RELATED PRODUCT MANUFACTURING
 - RED-MIX CONCRETE MANUFACTURING
 - OTHER CONCRETE MANUFACTURING
 - MISCELLANEOUS MANUFACTURING
 - WHOLESALE TRADE (SECTOR 42)**
 - WHOLESALE TRADE
 - TRANSPORTATION AND WAREHOUSING (SECTOR 48-49)**
 - TRUCK TRANSPORTATION
 - CHARTER BUS INDUSTRY
 - SUPPORT ACTIVITIES FOR ROAD TRANSPORTATION
 - WAREHOUSING AND STORAGE
 - REAL ESTATE AND RENTAL AND LEASING (SECTOR 53)**
 - REAL ESTATE AND RENTAL LEASING
 - COMMERCIAL AND INDUSTRIAL MACHINERY AND EQUIPMENT
 - PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES (SECTOR 54)**
 - MANAGEMENT OF COMPANIES AND ENTERPRISES (SECTOR 55)
 - ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES (SECTOR 56)**
 - ADMINISTRATIVE AND SUPPORT SERVICES
 - SOLID WASTE COLLECTION-PUBLIC
 - SOLID WASTE COLLECTION-PRIVATE
 - OTHER NONHAZARDOUS WASTE TREATMENT AND DISPOSAL
 - REMEDATION SERVICES
 - MATERIALS RECOVERY FACILITIES
 - ALL OTHER WASTE MANAGEMENT FACILITIES
 - EDUCATIONAL SERVICES (SECTOR 61)**
 - TECHNICAL AND TRADE SCHOOLS
 - ACCESSORY USES AND STRUCTURES**
 - AGRI-TOURISM ACTIVITIES ON ACTIVE FARMS
 - UTILITIES (SECTOR 22)**
 - NATURAL GAS DISTRIBUTION EXCEPT TRANSMISSION LINES
 - WATER SUPPLY FACILITIES
 - OTHER SERVICES EXCEPT PUBLIC ADMINISTRATION (SECTOR 81)**
 - AUTOMOTIVE REPAIR AND MAINTENANCE
 - ELECTRONIC AND PRECISION EQUIPMENT REPAIR AND MAINTENANCE
 - COMMERCIAL AND INDUSTRIAL MACHINERY AND EQUIPMENT REPAIR
 - LAUNDRY AND UNIFORM SUPPLY
 - MISCELLANEOUS**
 - BONA FIDE FARM PURPOSES
 - INDUSTRIAL PARK
 - PORTABLE STORAGE CONTAINERS
 - STORAGE OF MERCHANDISE, MATERIALS OR EQUIPMENT ON SITE
 - TELECOMMUNICATION FACILITIES
 - TEMPORARY MANUFACTURED HOMES
 - TEMPORARY MODULAR/MANUFACTURED OFFICES
 - TEMPORARY BUILDINGS FOR CONSTRUCTION OR DEVELOPMENT

- SITE DATA**
- OWNER OF RECORD: TW AG & TIMBER LLC, 8159 MALPASS CORNER ROAD, CURRIE, NC 28435
 - SURVEYOR: JONATHAN MURPHY, PLS, 1505 LEAFWOOD PLACE, RALEIGH, NC 27613
 - ENGINEER: BECKER MORGAN GROUP INC., 3333 JACCKLE DRIVE, SUITE 120, WILMINGTON, NC 28403, 910-341-7600
 - PROPERTY MAP NUMBER: 2276-79-7246-0000, 2276-78-2161-0000, 2276-89-3080-0000
 - ZONING CLASSIFICATION: EXISTING: RA-RURAL, AGRICULTURAL (PENDER COUNTY); PROPOSED: MIXED USE (PENDER COUNTY); 4775/2417, 4805/860
 - DEED SUMMARY: N/A
 - PLAT REFERENCE: OFFICE (3,672 SF) & WAREHOUSING (179,887 SF)
 - PRESENT USES: SEE PROPOSED USES THIS SHEET
 - PROPOSED USES: N/A
 - TOTAL SITE AREA: 37.62 ACRES
 - FEMA: PARCEL IS NOT IN FLOOD HAZARD AREA. DESIGNATION IS ZONE "X"
 - MAP: 3720227600K
 - EFFECTIVE DATE: 12/26/2019
 - SETBACKS: MIXED USE FRONT: 30 FT, SIDE: 15 FT, REAR: 25 FT
 - BUFFER REQUIREMENT: TYPE A & TYPE C (10' - 25' TYP.)
 - SIGNAGE: FUTURE PERMIT SUBMISSION
 - MONUMENTATION: EXISTING: 9 FOUND; PROPOSED: 0 SET
 - PHASING: PHASE 1: NASH BUILDINGS; PHASE 2: FUTURE TENANTS
 - EXISTING BUILDING HEIGHTS: VARY UP TO 30'

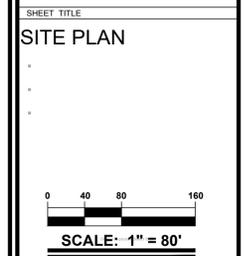


LEGEND

ITEM	EXISTING
DIRT LANE	[Symbol]
COMPACTED GRAVEL COVER	[Symbol]
IMPERVIOUS SURFACED ROAD, DRIVE OR PARKING LOT	[Symbol]
CONCRETE SIDEWALK, SLAB / PAVING	[Symbol]
TREE LINE	[Symbol]
CHAINLINK FENCE	[Symbol]
STRUCTURE (CONCRETE, WOOD, METAL, ETC)	[Symbol]
AREA OF REZONING	[Symbol]
EASEMENT	[Symbol]
DRAINAGE DITCH OR SWALE	[Symbol]
BUILDING RESTRICTION LINE	[Symbol]
PROPERTY OR RIGHT-OF-WAY LINE	[Symbol]
ADJACENT PROPERTY LINE	[Symbol]
STORMWATER FACILITY	[Symbol]
OVERHEAD ELECTRIC LINE	[Symbol]
ROAD CENTERLINE	[Symbol]
LIGHT POLE	[Symbol]
SKIN	[Symbol]
PHASE 1 BOUNDARY (NASH)	[Symbol]

PORTER ROAD REZONING

1753 PORTER ROAD
CURRIE, NC
PENDER COUNTY



ISSUE BLOCK

NO.	DATE	DESCRIPTION

MARK | DATE | DESCRIPTION

PROJECT NO.: 2023047.00

DATE: 11/16/2023

SCALE: 1" = 80'

DRAWN BY: MEE | PROJ. MGR.: MDS

SHEET

SITE

COPYRIGHT: 2023



ARCHITECTURE ENGINEERING
Delaware

309 South Governors Avenue
Dover, DE 19904
302.734.7950

The Tower at STAR Campus
100 Discovery Boulevard, Suite 102
Newark, DE 19713
302.369.3700

Maryland

312 West Main Street, Suite 300
Salisbury, MD 21801
410.546.9100

North Carolina

3333 Jacckle Drive, Suite 120
Wilmington, NC 28403
910.341.7600

www.beckermorgan.com



ATTACHMENT 1: Special Use Permit

Pender County
Planning and Inspection Department



"Designing a better future for Pender County"
P. O. BOX 832
BURGAU, NORTH CAROLINA 28425

SUGGESTED CONDITIONS FROM PLANNING BOARD

1. That a buffer of a mixture of hardwood and softwood be placed along the borders of the properties adjacent to the public roads and this being necessary to buffer out existing residential areas. The buffer plan will be in accordance with the Pender County Zoning Ordinance.
2. That the proposed facility that contains the sawmill, maintenance building, and outside storage area be fenced for the safety of the public.
3. All ground surface not in daily use shall be established in permanent grasses and maintained.

Pender County
Planning and Inspection Department



"Designing a better future for Pender County"
P. O. BOX 832
BURGAW, NORTH CAROLINA 28425
Phone (919) 259-5461

Form 7

COUNTY OF PENDER

SPECIAL USE PERMIT GRANTED

On the date(s) listed below, the Planning Board for the County of Pender met and held a public hearing to consider the following application.

Applicant: Coastal Piedmont Co., P.O. Box 3741, Wilminxon NC

Property location: SR 1120, Currie, NC

Tax Map F-100 Block _____ Lot 17, 17-h

Proposed use of property: Lumber and Lumber Manufacturing

Meeting date(s) December 5, 1988

Having heard all the evidence and argument presented at the hearing, the board finds that the application is complete, that the application complies with all of the applicable requirements of the Pender County Zoning Ordinance for the development proposed, and that therefore the application to make use of the above described property for the purpose indicated is hereby approved, subject to all applicable provisions of the Zoning Ordinance and the following conditions:

1. The applicant shall complete the development strictly in accordance with the plans submitted to and approved by this board, a copy of which is filed in Clerk Office/Planning Dept.
2. If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this permit shall be void and of no effect.

If this permit authorizes development on a tract of land larger than one acre, nothing authorized by the permit may be done until the property owner properly executes and returns to the county the attached acknowledgment of the issuance of this permit so that

the county may have it recorded in the Pender County Registry.

IN WITNESS WHEREOF, the county has caused this permit to be issued in its name, and the undersigned, being all of the property owners of the property above described, do hereby accept this Special Use Permit, together with all its conditions, as binding on them and their successors in interest.

COUNTY OF PENDER

Attest:

[Signature] (Seal) By Jim L Baker

COASTAL PIEDMONT FOREST PRODUCTS, INC., owner(s) of the above identified property, do hereby acknowledge receipt of this Special Use Permit. The undersigned owners do further acknowledge that no work may be done pursuant to this permit except in accordance with all of its conditions and requirements and that this restriction shall be binding on them and their successors in interest.

Richard A. Olson Owner [Signature] Owner
President Vice-President

~~OSTENEE~~ NORTH CAROLINA
PENDER COUNTY

I, John Allen Moore, a Notary Public in and for said state and county, do hereby certify that Richard A. Olson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

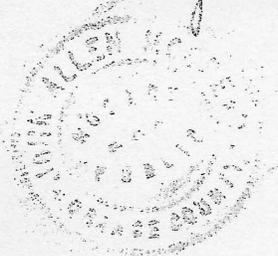
WITNESS my hand and notarial seal, this the 9 day of January, 1989.

[Signature]
Notary Public

My commission expires:

August 19, 1989

(Not valid until fully executed and recorded)



COASTAL-PIEDMONT FOREST PRODUCTS, INC.
P.O. Box 3741
Wilmington, NC 28406
December 12, 1988

Tim G. Baker
Chairman
Pender County Board of Commissioners
P.O. Box 5
Burgaw, NC 28425

RE: Application for Special Use Permit

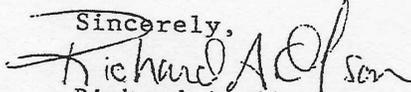
Dear Mr. Baker:

As requested by the Pender County Board of Commissioners on December 5, 1988, we are forwarding this letter of clarification.

In the development of our proposed project near Currie, NC, we will comply with the three suggested conditions from the Pender County Planning Board.

As discussed in our Presentation to the Pender County Planning Board in Support of Application for Special Use Permit, we will also comply with all applicable local, state, and federal regulations during the construction and operation of the proposed facility.

We appreciate the opportunity to work with you and the Pender County Board of Commissioners in the development of our proposed project.

Sincerely,

Richard A. Olson, R.F.
President

cc: Mike Lord, Pender County Administrator
Alvin Midgette, Pender County Planning Board

Pender County
Planning and Inspection Department



"Designing a better future for Pender County"
P. O. BOX 832
BURGAW, NORTH CAROLINA 28425

November 18, 1988

Mr. Thomas F. Mann
Wilmington Industrial Development
P.O. Box 1698
Wilmington, N.C. 28402

Dear Mr. Mann:

This is a follow-up of your letter and telephone conversation on November 18, 1988. I appreciate the positive response of the letter, but with reference to your third paragraph pertaining to the waiting time of the presentation for Coastal, Mr. Olson was informed prior to the meeting that it would be after 8:00 p.m. before he would appear on the agenda. He, along with Jimmy Smith, knew that the Planning Board had several mobile home parks for review.

I am sorry that you or others were discouraged at the waiting for the presentation, but it was Mr. Olson's responsibility to inform his guest as to the approximate time of the presentation. It should also be noted that the Planning Board's agenda time is not centered around the wishes of the presenters, but around the review of the projects. The times given to presenters are all approximate times with a desire that their presentation could start at that time, but some times other reviews may take longer.

It is hoped that the efforts of the Planning board to review, comment, approve, and set the public hearing date for this project on the same night instead of the sixty days option would not be criticized for a few minutes of delay time for the presentation.

In the future the Planning Board will be reminded to be more receptive to the assigned time schedule.

Again, thank you for your appreciative letter.

Sincerely,


Alvin F. Midgette

cc: Richard Olson
Wayne Zeigler

COASTAL-PIEDMONT FOREST PRODUCTS, INC.
P.O. Box 3741
Wilmington, NC 28406
December 12, 1988

Tim G. Baker
Chairman
Pender County Board of Commissioners
P.O. Box 5
Burgaw, NC 28425

RE: Application for Special Use Permit

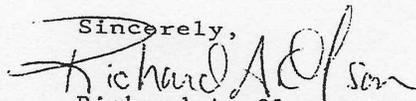
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Sincerely,

Richard A. Olson, R.F.
President

cc: Mike Lord, Pender County Administrator
Alvin Midgette, Pender County Planning Board

Public Hearing Notice

Notice is hereby given that the Pender County Commissioners will hold a public hearing on December 5, 1988 at 4:00 p.m. at the Howard Holly Administration Building, 300 Fremont Street, Burgaw, North Carolina to review a proposed lumber and lumber manufacturing company request for a Special Use Permit. According to the Pender County Zoning Ordinance, Coastal Piedmont Forest Products, Inc. is a North Carolina company established for the purpose of manufacturing and wholesaling of lumber and wood products. The location of the proposed project is at the intersection of SR 1120 and SR 1118, Currie, North Carolina.

Persons interested in commenting on the proposed project should attend the hearing.

Persons interested in reviewing the proposed project should contact the Pender County Planning Department, located in the Howard Holly Administration Building Annex, 259-1202.

PUBLIC HEARING

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#419

Nov 23&30

ATTACHMENT 2: Table of Permitted Uses

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	Ref NAICS	Residential				Mixed Use	Commercial	Industrial			Special Purpose
		RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
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	
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	

Use Type	Ref NAICS	Zoning Districts										
		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 REMEDATION 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

ATTACHMENT 3: Public Input Meeting Information

Community Meeting Information

October 12, 2023

To: Adjacent Property Owners and others within 500ft.

From: Livian Jones (representing TW AG & Timber, LLC)

My name is Livian Jones and I am sending this notice on behalf of TW AG & Timber, LLC. We are requesting a Conditional Zoning for the properties at the Corner of Malpass Road and Porter Road (Address: 1753 Porter Road). The previous Owner of the property received a Special Use Permit in 1988 for Lumber and Timber Manufacturing. TW AG & Timber purchased the property in 2021 and has made improvements since that time.

The community meeting will be held on October 26, 2023 at the Burgaw Train Depot (109 N. Walker Street, Burgaw, NC 28425) 6:00-8:00.

If you cannot attend the meeting and have any questions, please feel free to contact me at 910-520-3943 or LivianLJones@gmail.com and I will get you the answer.

Sincerely,



Livian L. Jones
910-520-3943

NAME

ADDRESS

EMAIL

Emily Lewis (John Rowe) 6640 Malpass Corner Rd.

~~Bob~~ Robert Jarrett 1514 Porter Rd Currie NC

Conway Murphy 6825 Malpass Corner Rd Currie

Louis Murphy 2553 Porter Rd Currie

Jason Hensley 1642 Porter Rd. Currie, NC 28435

Debbie M. Walker 1152 Union Chapel Rd Burgaw, NC

Elsie L. Murphy 1899 Porter Rd Currie, NC

Elaine Walker Lewis 1346 Union Chapel Rd Burgaw

Hytia Marshall 2068 Porter Rd Currie, NC

Chint North 27926 Hwy 210 P.O. Box 18 Currie, NC

Biliani Lewis 320 HATFIELD RD BURGAW, NC

Dwetta Simpson 7216 Malpass Corner Rd Currie, NC
28435

REPORT OF COMMUNITY MEETING

Project Name: Malpass Corner and Porter Road Conditional Rezoning

A meeting was held regarding the Conditional Rezoning of the 3 parcels at 1753 Malpass Corner Road and Porter Road. The meeting was held on October 26, 2023, 6:00pm at the Burgaw Train Depot (109 N. Walker Street, Burgaw, NC 28425).

The citizens in attendance are on the attached sign-in sheet. Attendees were primarily from the Currie area. The group was provided a list of the submitted proposed uses and the Site Plan.

In general, most of the questions were regarding the uses and intentions of use for the property. We let the group know that we have an interested tenant that would be a very similar use to what was previously there. This property is currently Zoned RA with a Special Use permit (Lumber and Lumber Manufacturing) that was issued in 1998. We also let the group know that we had deleted several uses they had issues with previously.

ATTACHMENT 4: Narrative and List of Proposed Uses

Proposed Uses that received Planning Board Recommendation of Approval are listed below with the removal of Sector 56, Waste Management Related Uses, and NAICS 313 and 314, Textile Manufacturing Related Uses. See highlighted uses that were not recommended for approval below:

October 12, 2023

Pender County Planning
805 South Walker Street
Burgaw, NC 28425

RE: Porter Road Conditional Zoning

Pender County Planning Department:

We submit the following to serve as the application description as a part of the Conditional Zoning request for the Porter Road Parcels owned by TW AG & Timber, LLC.

The applicant, TW AG & Timber, LLC, is applying for approval of a Conditional Zoning for 3 tracts of land. They are located at Malpass Corner Road and Porter Road. TW AG & Timber are the owners of all 3 parcels. The parcels have a combined acreage of 59.07.

Current Parcel Information:

Owner: TW AG & Timber, LLC
Property Address: 1753 Porter Road, Currie, NC 28435
PIN: 2276-79-7246-0000
Zoning: RA (Special use from 1988) Lumber and Lumber Manufacturing
Acreage: 37.62

Owner: TW AG & Timber, LLC
Property Address: Porter Road
PIN: 2276-78-2161-0000
Zoning: Agriculture
Acreage: 20.24

Owner: TW AG & Timber, LLC
Property Address: Porter Road
PIN: 2276-89-3080-0000
Zoning: Agriculture
Acres: 1.21 acres

This property operated as a Lumber and Lumber Manufacturing facility for 32 years and the Owner decided to relocate. TW AG & Timber purchased the property in 2021. They have improved many items on said property (storm drainage, landscaping and building maintenance) over the last couple of years and have started looking for a tenants. Recently, a metal building company who provides metal building components and roofing would like to lease a portion of the property that was formerly the lumber company.

The neighboring 2 parcels were purchased by TW AG Timber last year. They do not have any structures on them and are currently zoned RA. We would like the Conditional Zoning to incorporate all 3 parcels listed above.

We would like to request a Conditional Rezoning for the following proposed uses:

ACCESSORY USES AND STRUCTURES

Agritourism Activities on active farms

SECTOR 22: UTILITIES

Natural Gas Distribution Except Transmission Lines	221210
Water Supply Facilities	221310

SECTOR 23: CONSTRUCTION

Construction of Buildings	236
Specialty Trade Contractors	238

Sectors 31-33: MANUFACTURING:

Artisan Manufacturing	
Food Manufacturing	311
Beverage Tobacco Product Manufacturing	312
Textile Mills	313
Textile Product Mills	314
Apparel Manufacturing	315
Wood Product Manufacturing	321
Truss Manufacturing	321214
Prefabricated Wood Building Manufacturing	321992
Prefabricated Metal Building and Component Manufacturing	332311
Printing and Related Support Activities	323
Soap, Cleaning Compound and Toilet Preparation Manufacturing	3256
Fabricated Product Manufacturing	332
Machine Shops; Turned Product; and Screw, Nut and Bolt Manufact.	3327
Machinery Manufacturing	333
Computer & Electronic Product Manufacturing	334
Electrical Equipment, Appliance, & Component Manufacturing	335
Transportation Equipment Manufacturing	336
Furniture and Related Product Manufacturing	337

Redi-Mix Concrete Manufacturing	32733
Other Concrete Manufacturing	32739
Fabricated Product Manufacturing	332
Machine Shops: Turned Product; and Screw, Nut and Bolt Manufact.	3327
Miscellaneous Manufacturing	339

Sector 42: WHOLESALE TRADE

Wholesale Trade	42
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Sector 48-49: TRANSPORTATION AND WAREHOUSING:

Truck Transportation	484
Charter Bus Industry	4855
Support Activities for Transportation	4881
Support Activities for Road Transportation	4884
Warehousing and Storage	493

Sector 53: REAL ESTATE AND RENTAL AND LEASING

Real Estate and Rental and Leasing	53
Commercial and Industrial Machinery and Equipment	5324

Sector 54: PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES

54

Sector 55: MANAGEMENT OF COMPANIES AND ENTERPRISES

55

Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES

Administrative and Support Services	561
Solid Waste Collection Public	562111
Solid Waste Collection Private	562111
Other Nonhazardous Waste Treatment and Disposal	562219
Remediation Services	562910
Materials Recovery Facilities	562920
All Other Waste Management Facilities	56299

Sector 61: EDUCATIONAL SERVICES

Technical and Trade Schools	6115
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Sector 81: OTHER SERVICES EXCEPT PUBLIC ADMINISTRATION

Automotive Repair and Maintenance	8111
Electronic and Precision Equipment Repair and Maintenance	8112
Commercial and Industrial Machinery and Equipment Repair	8113
Linen & Uniform Supply	81233

MISCELLANEOUS:

Bona fide Farm Purposes	
Industrial Park	
Portable Storage Containers	
Storage of Merchandise, Materials or Equipment on Site	

Telecommunication Facilities
Temporary Manufactured Homes
Temporary Modular/Manufactured Offices
Temporary Buildings for Construction or Development

Please let me know if you have any questions.
Thanks -

A handwritten signature in cursive script, appearing to read "Livian L. Jones".

Livian Jones
910-520-3943