



Pender County

Agenda

**Board of County Commissioners Meeting
Monday, March 11, 2024 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC**

	Presenter	Page
1. CALL TO ORDER		
2. INVOCATION		
3. PLEDGE OF ALLEGIANCE		
4. ADOPTION OF AGENDA		
5. PUBLIC HEARING		
6. PUBLIC INFORMATION		
6.1. The 1865 Society of Pender County The 1865 Society of Pender County - Pdf	Malloy	5
6.2. Veterans Services Spring 2024 Update Veterans Services Update - Pdf	Leach	7 - 13
6.3. Presentation of the FY2023 Audit Report Audit Agenda Item - Pdf	Blue	15 - 32
6.4. Presentation on behalf of the Pender LTRG & Area NonProfits Pender LTRG and Area Non-Profits - Pdf	Harris	33
7. PUBLIC COMMENT FOR AGENDA ITEMS		
8. CONSENT AGENDA		
8.1. Preservation of Death and Marriage Records Register of Deeds Conservation Treatment - Pdf	Willoughby	35 - 42
8.2. January 16, 2024, BOCC Meeting Minutes Minutes - Pdf	Stanfield	43 - 57
8.3. February 5, 2024, BOCC Special Meeting Minutes February 5, 2024, Special - Pdf	Stanfield	59 - 62
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8.6. Amendment to BOCC Regular Meeting Schedule Board of Commissioners Regular Meeting Schedule - Pdf	Stanfield	85 - 86
8.7. Appointment to the WMPO WMPO - Pdf	Stanfield	87
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[CFCC Board of Trustees - Pdf](#)

8.9.	Approval of Sole Source vendor for Keystone Information Services for server migration for historical tax data Keystone Information Services - Pdf	Radke	91 - 92
8.10.	Motor Vehicle Releases and Refunds Motor Vehicle Releases and Refunds - Pdf	Radke	93 - 95
8.11.	Refund/Release Requests for items meeting NC G.S 105-381 Refund/Release Requests- Pdf	Radke	97 - 98
8.12.	Approval of Budget Amendment to transfer funds from revenue to expenditure in the amount of \$28,333.99. BOA 2.20.24 revenue transfer - Pdf	Cutler	99 - 100
8.13.	Approval for Purchase Order to the Town of Surf City for School Resource Officer salary of \$49,600.62. Surf City SRO MOU FY 23-25 - Pdf	Cutler	101 - 115
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8.15.	Resolution Expressing Support for Contingency Funding for Two Traffic Signals on Hwy. 17 Resolution Expressing Support for Contingency Funding for Two Traffic Signals on Hwy. 17 - Pdf	Buffkin	141 - 142
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8.17.	Resolution of the Pender County Board of Commissioners Authorizing Upset Bid Process with respect to the Disposition by Sale of Parcel 2385-31-8240-0000 Located on Bay Road in Union, NC 2385-31-8240-0000 Upset Bid - Pdf	Blue	147 - 150
9.	APPROVALS AND RESOLUTIONS		
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9.3.	Award of contract for architecture and engineering services for future Hampstead Branch Library and approval of associated budget amendment, purchase order, and capital project ordinance Award of contract for architecture and engineering services for future Hampstead Branch Library and approval of associated budget amendment, purchase order, and capital project ordinance - Pdf	Phillips-Bell	187 - 202
9.4.	A resolution of Pender County, North Carolina, supporting the	Dawson	203 -

	America 250 NC committee for the United States semiquincentennial (AMERICA 250 NC). America 250 NC Committee - Pdf		204
9.5.	Approval of FY2023-2024 Audit Contract and related Purchase Order FY2024 Audit Contract - Pdf	Blue	205 - 215
10.	DISCUSSION		
10.1.	Discussion of various land use topics Land Use Discussion - Pdf	Adams	217
11.	APPOINTMENTS		
11.1.	Appointment to the Advisory Board of Health Bonita Sue Pyler Application - Pdf	Stanfield	219 - 221
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 MANAGER, & 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	223 - 261
22.2.	REZONE 2023-61: Request to rezone two parcels from the GB, General Business zoning district to the CZ-6, Conditional Zoning District 6 in the Topsail Township REZONE 2023-61 - Pdf	Adams	263 - 304
22.3.	ZTA 2024-22: Request to amend the Unified Development Ordinance, specifically Article 3: Review Procedures ZTA 2024-22 - Pdf	Moran	305 - 320
23.	ADJOURNMENT		



Pender County
The 1865 Society of Pender County

TO: Board of County Commissioners
FROM: Karen Malloy
DATE: March 11, 2024
SUBJECT: The 1865 Society of Pender County

SUMMARY:
Ms. Karen Malloy with the 1865 Society of Pender County will discuss upcoming events.



**Pender County
Veterans Services Office Spring 2024
Updates**

TO: Board of County Commissioners/BOCC
FROM: Michelle Leach
DATE: March 11, 2024
SUBJECT: Veterans Services Spring 2024 Update

SUMMARY:

Office updates on events happening spring 2024 for veterans and community.

ACTION REQUESTED:

Public Information

ATTACHMENTS:

Powerpoint

PENDER COUNTY VETERANS SERVICES

SPRING 2024 QUARTERLY UPDATE

VETERANS COFFEE

MARCH 15, 2024

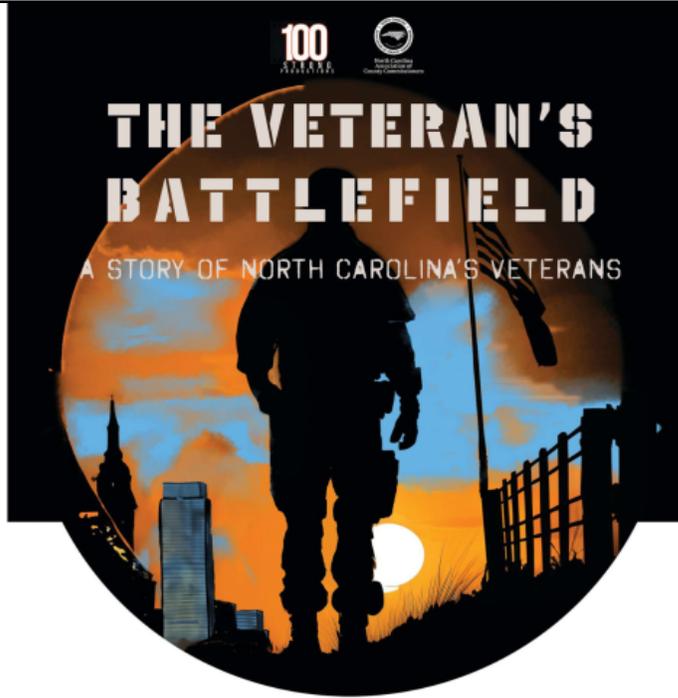
9:00 AM-10:30 AM

WE WELCOME ALL VETERANS AND
THEIR FAMILIES TO JOIN US FOR
COFFEE AND LIGHT REFRESHMENTS AS
WE DISCUSS THE SERVICES OUR
OFFICES CAN PROVIDE AND ANSWER
QUESTIONS.

TOPSAIL SENIOR
CENTER
20959 HWY 17
HAMPSTEAD, NC
28443



Pender County Veterans Services – (910) 259-1203



DOCUMENTARY SCREENING

March 26, 2024

5:30pm-7:00pm

Historic Penderlea Auditorium

Visit www.veteransbattlefield.com to learn more about the documentary.

PURE

PENDER UNITY
RESOURCE EXPO

Pure Compassion
Pure Community
Pure Action

FEATURING
Food Giveaway
Emergency Supplies
Community Directory
Essential Resource Kits
Multi-Agency Registration



SATURDAY
April 20, 2024

PENDER COUNTY
OFFICE COMPLEX
805 S. Walker Street
BURGAW

Join Us at PURE

Whether you need support, are looking to volunteer, or represent an organization that can offer resources, PURE is your opportunity to stand with your community.

Together, we can tackle the challenges of today and build a stronger, more resilient Pender County for tomorrow.

We Are One Community
TOGETHER
We Can Stand

ThinkPenderStrong@gmail.com

ADDITIONAL UPCOMING VETERANS EVENTS

- **PENDER COUNTY VETERANS STANDDOWN (FALL 2024)**
- **WELLNESS WEDNESDAY SEMINARS FROM THE US DEPARTMENT OF VETERANS AFFAIRS**
 - **MARCH 20, 2024 12:00PM & 3:00PM “TRANSITIONING SUCCESSFULLY INTO RETIREMENT”**
 - **APRIL 3, 2024-APRIL 17, 2024 12:00PM & 3:00PM “PRUDENTIAL PATHWAYS: A FINANCIAL WELLNESS SERIES”**
 - **[CVENT.ME/YQNNRR](https://cvent.me/yqnnrr)**

OFFICES
(910) 259-1203

BURGAW (ADMINISTRATIVE BLDG)

JOHN FENNELL III

ASSISTANT VETERANS SERVICE OFFICER

JFENNELL@PENDERCOUNTYNC.GOV

HAMPSTEAD (ANNEX)

MICHELLE LEACH

DIRECTOR OF VETERANS SERVICES

MLEACH@PENDERCOUNTYNC.GOV

EDWIN ARISTIZABAL

ASSISTANT VETERANS SERVICE OFFICER

EARISTIZABAL@PENDERCOUNTYNC.GOV



Pender County Presentation of the FY2023 Audit Report

TO: Board of County Commissioners
FROM: Meg Blue
DATE: March 11, 2024
SUBJECT: Presentation of the FY2023 Audit Report

SUMMARY:

Our Auditors from Martin Starnes & Associates, CPAs. P.A. will make a presentation of the FY2023 Audit Report as required.

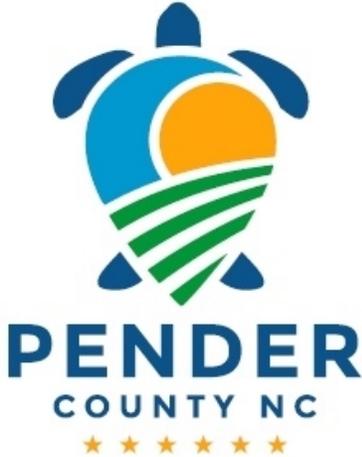
ACTION REQUESTED:

Presentation of the FY2023 Audit Report



Pender County

2023 Audited Financial Statements



MARTIN ♦ STARNES
& ASSOCIATES, CPAs, P.A.

Audit Highlights

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- ✈ **UNMODIFIED OPINION**
- ✈ **SINGLE AUDIT REPORTING**
 - **2023 tested 5 programs**
- ✈ **GASB 96 IMPLEMENTED (SBITA)**
- ✈ **PERFORMANCE INDICATORS & FINDINGS**
 - **SELF REPORTING**

Governmental Accounting Standards Board (GASB)

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- ❖ Increased complexity in reporting standards
- ❖ Only two years in which GASB statements were not issued: 1985 & 2014
- ❖ Percent of GASB statements issued over the last 10 years: 40%
- ❖ New GASB standards and Federal funding with complex compliance requirements

Standards Implemented

Recent

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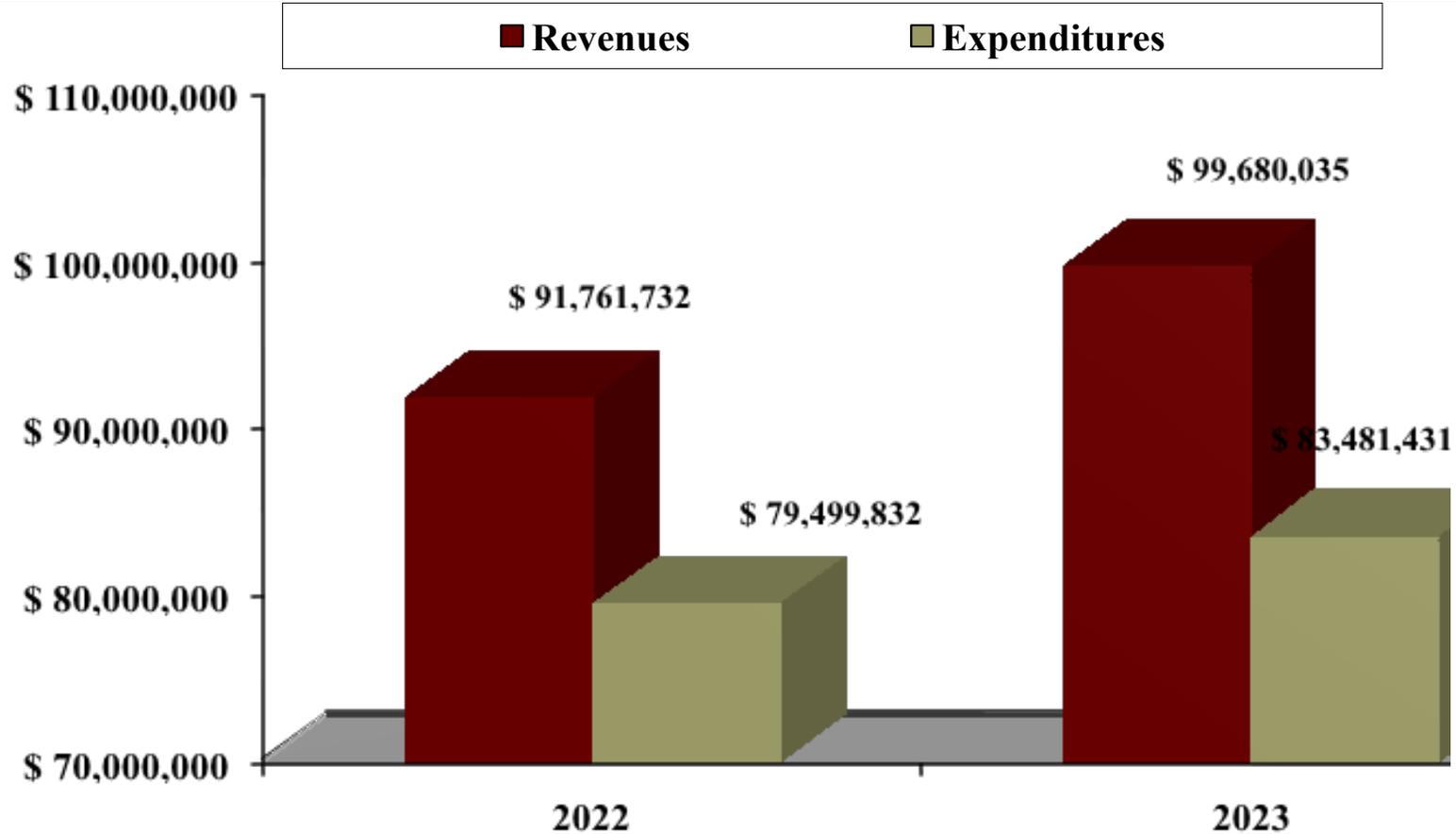
- **2023 - GASB 96, Subscription-Based Information Technology Arrangements**
- **2022 - GASB 87, Leases**
- **2021 - GASB 84, Fiduciary Activities**
- **2020 - GASB 88, Certain Disclosures Related to Debt**

Future

- **2025 – GASB 101, Compensated Absences**

GENERAL FUND SUMMARY

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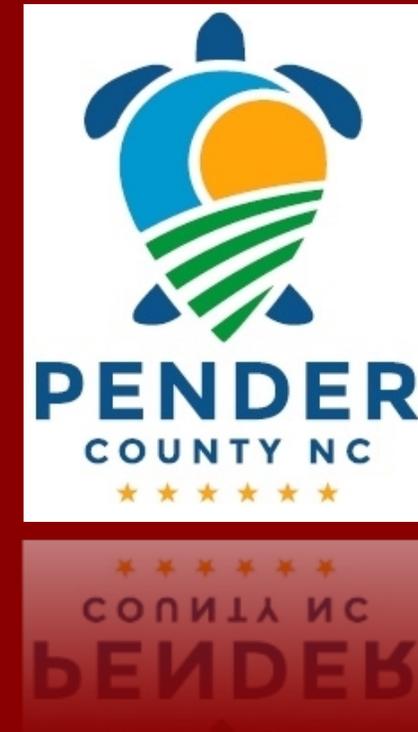


FUND BALANCE

- ❖ Serves as a measure of the Town's financial resources available.
 - ❑ $(\text{Assets} + \text{Deferred outflows}) - (\text{Liabilities} + \text{Deferred inflows}) = \text{Fund Balance/Net Position}$

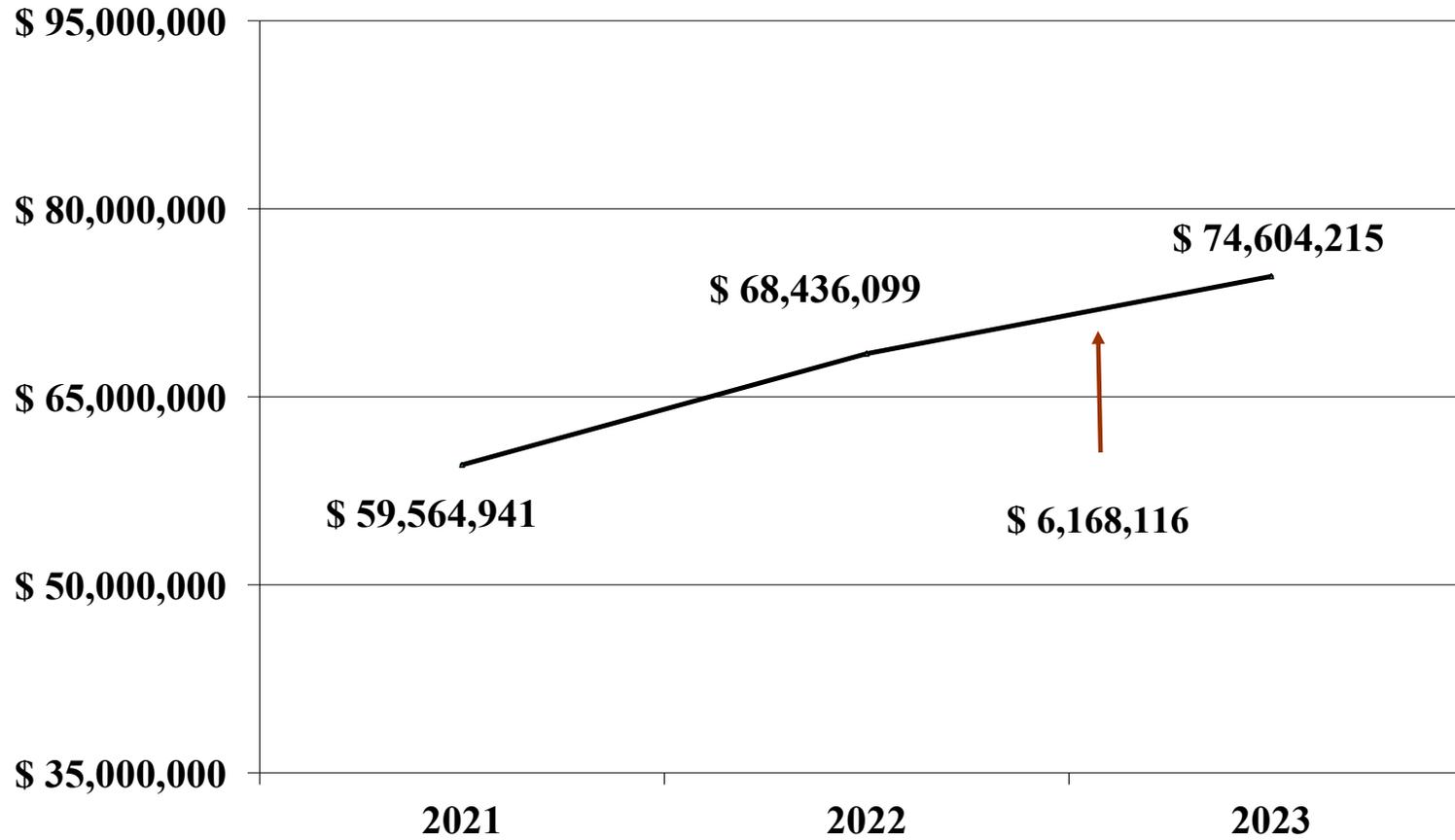
5 Classifications:

- **Nonspendable** - not in cash form (prepaid)
- **Restricted** - external restrictions (laws, grantors)
- **Committed** - internal constraints at the highest (Board) level - do not expire, require Board action to undo
- **Assigned** - internal constraints, lower level than committed
- **Unassigned** - no external or internal constraints



TOTAL FUND BALANCE GENERAL FUND

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FUND BALANCE

Available fund balance as defined by the Local Government Commission (LGC) is calculated as follows:

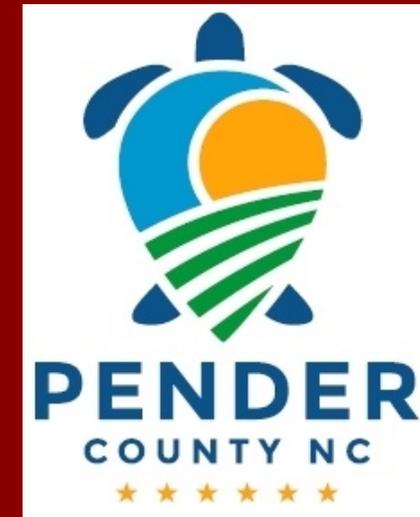
Total Fund Balance

Less: Non spendable (not in cash form, not available)

Less: Stabilization by State Statute (by state law, not available)

Available Fund Balance

This is the calculation utilized as the basis for comparing you to other units and calculating your fund balance percentages.



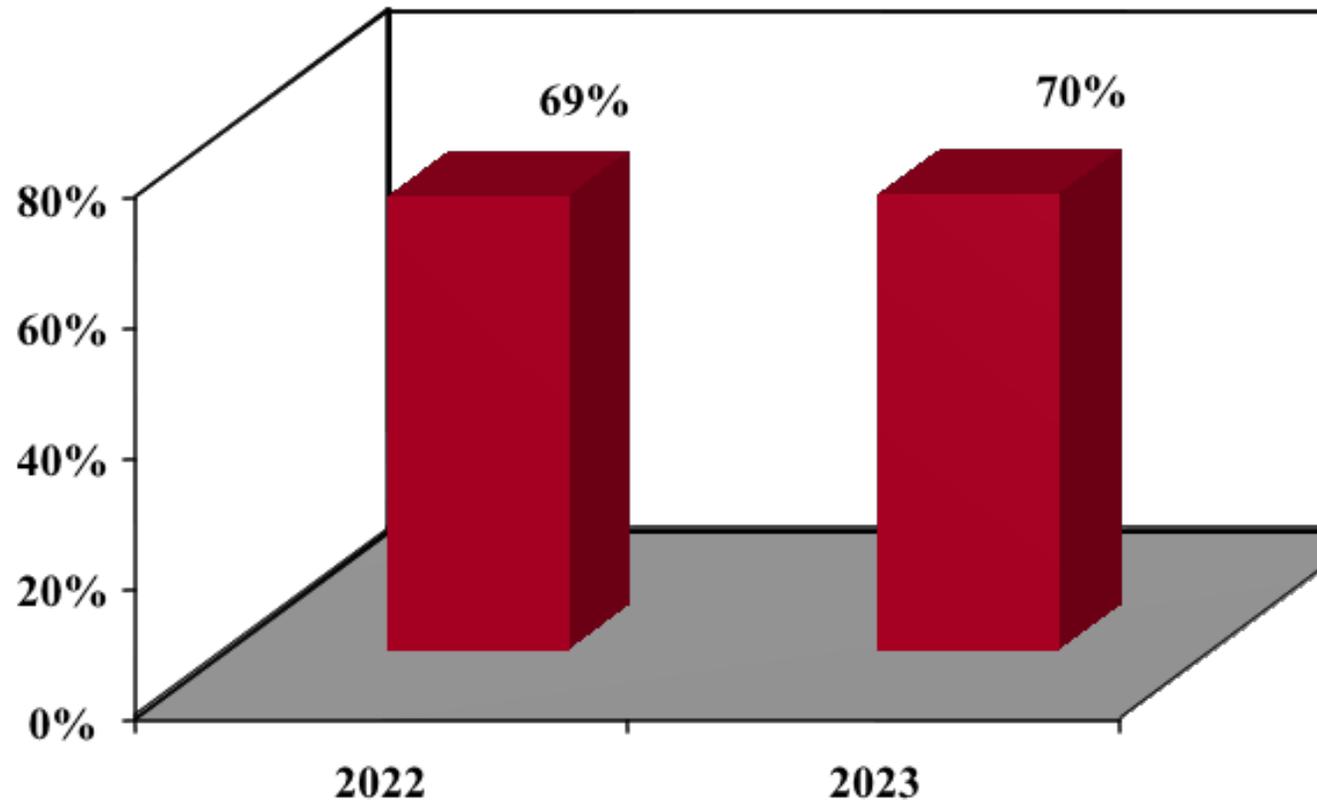
FUND BALANCE POSITION- GENERAL FUND

Total Fund Balance	\$	74,604,215
Non spendable		(435,282)
Stabilization by State Statute		<u>(7,368,140)</u>
Available Fund Balance	\$	<u><u>66,800,793</u></u>
Available Fund Balance 2022	\$	60,331,920
Increase in Available FB	\$	6,468,873



AVAILABLE FUND BALANCE AS A PERCENT OF EXPENDITURES— GENERAL FUND

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MAJOR ENTERPRISE FUNDS

Solid Waste

	2023	2022
Unrestricted Net Position	\$ 4,423,023	\$ 3,925,617
Cash Flow From Operations	\$ 271,086	\$ 661,504
Net Income (GAAP)	\$ 490,307	\$ 908,627
Quick Ratio	9.6%	9.1%

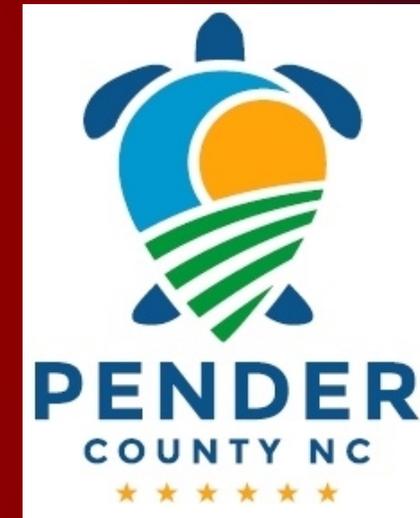
ENTERPRISE FUNDS

Pender County Utilities

	2023	2022
Unrestricted Net Position	\$ 11,324,948	\$ 15,219,876
Cash Flow From Operations	\$ 5,515,239	\$ 6,675,404
Net Income (GAAP)	\$ 329,943	\$ 1,481,775
Quick Ratio	3.60%	4.25%

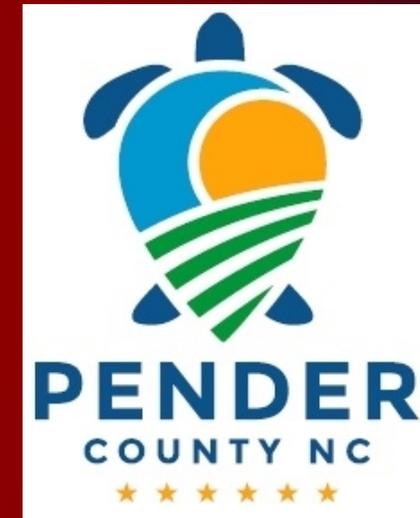
KEY PERFORMANCE INDICATORS

- ❖ Performance Indicators/Findings – Response Required
 - ❖ Significant Audit Adjustment
 - ❖ Statutory violation - over budget
 - ❖ Subsidiary ledgers not reconciled
 - ❖ Late Audit Submission
 - ❖ Statutory violation - Finance Officer not bonded
 - ❖ LIHEAP internal control



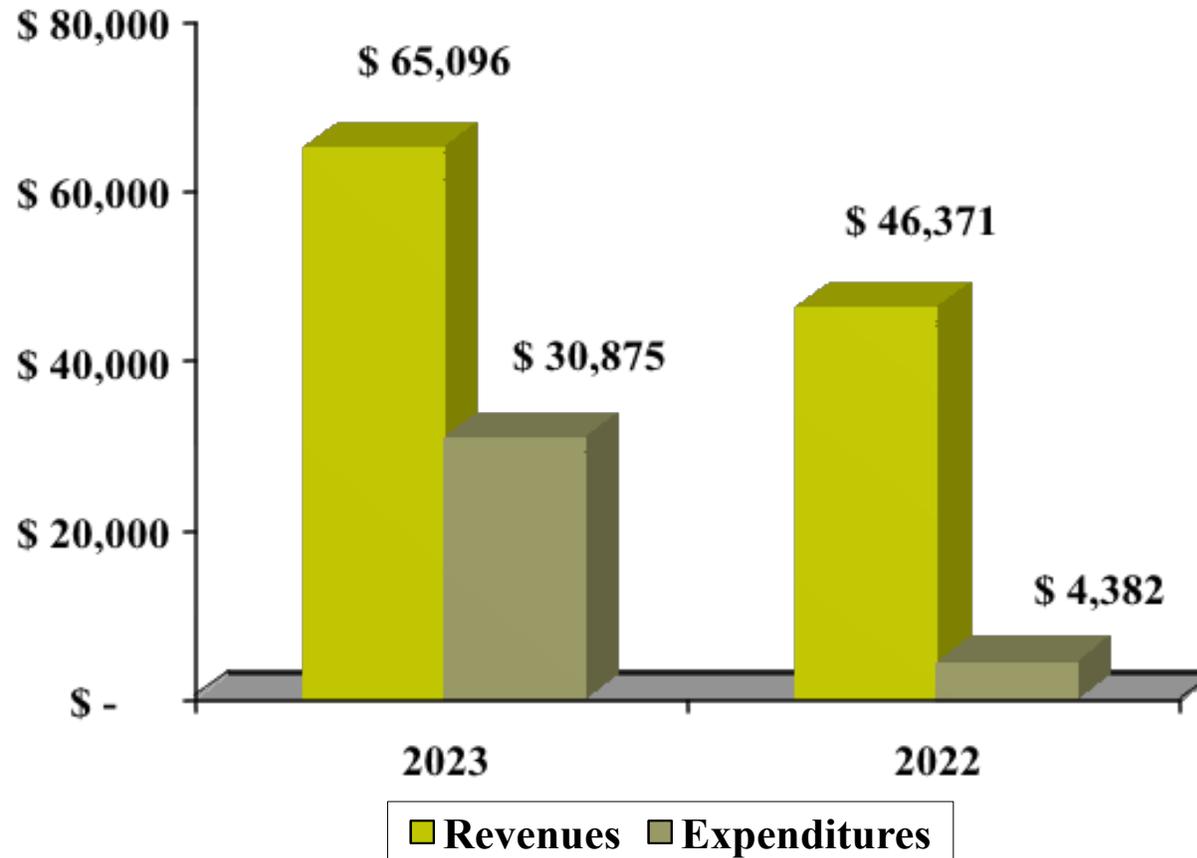
KEY PERFORMANCE INDICATORS

- ❖ Positive performance indicators
 - ❑ GF available fund balance %
 - ❑ Enterprise fund quick ratios
 - ❑ Stable property tax valuation & collection %



TDA SUMMARY

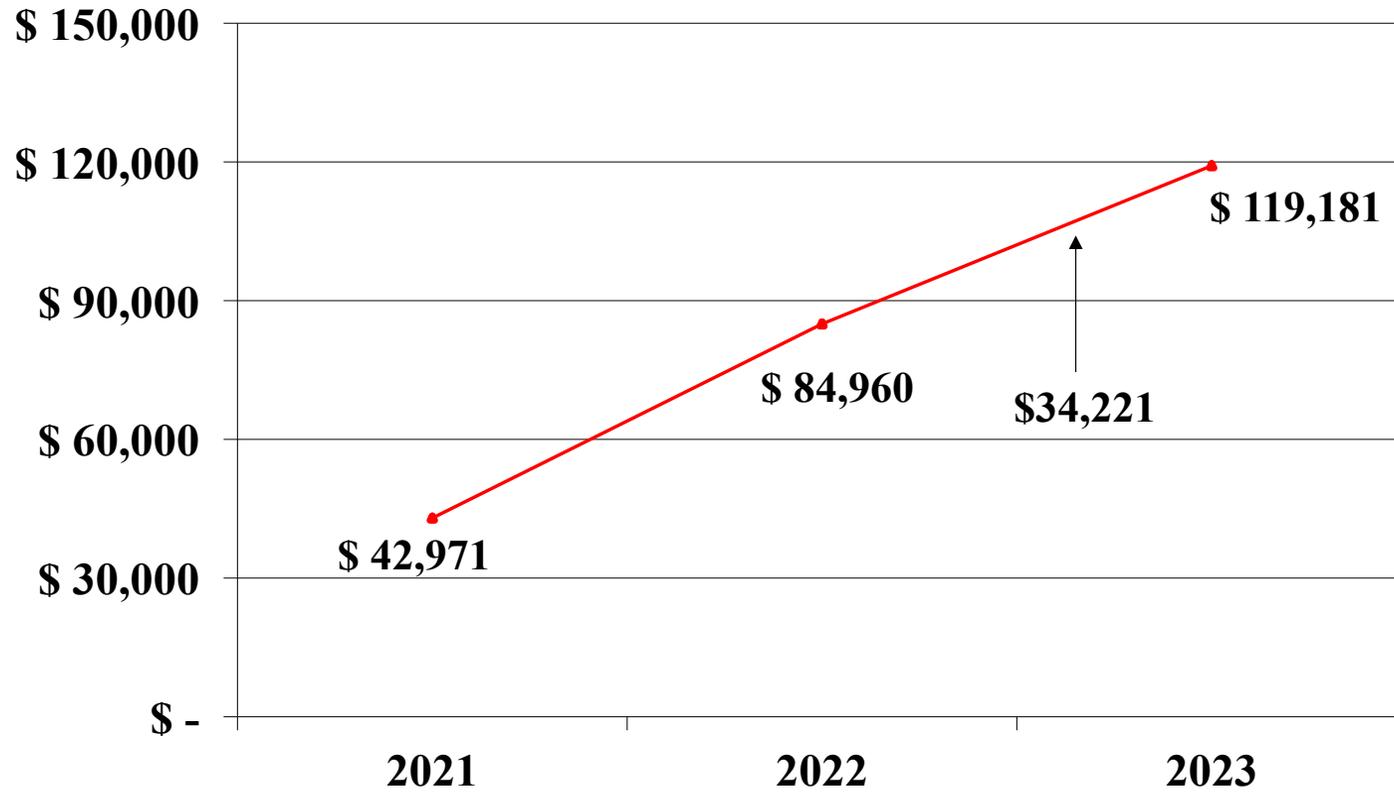
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TOTAL FUND BALANCE

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Questions?

Erica Brown



828.327.2727



ebrown@msa.cpa



www.msa.cpa



MARTIN ♦ STARNES
& ASSOCIATES, CPAs, P.A.



**Pender County
Presentation on behalf of the Pender
LTRG & Area NonProfits**

TO: Board of County Commissioners
FROM: Sandy Harris
DATE: March 11, 2024
SUBJECT: Presentation on behalf of the Pender LTRG & Area NonProfits

SUMMARY:

Presentation on behalf of the Pender LTRG & Area Nonprofits
The Pender LTRG is a long-term recovery group that formed as a result of Hurricane Florence. This group is composed of non-profits, faith-based organizations, and charitable organizations who work in unison to meet the unmet needs of Pender County Residents impacted by disaster.

ACTION REQUESTED:

Support



Pender County Consent Agenda

TO: Board of County Commissioners
FROM: Sharon Willoughby
DATE: March 11, 2024
SUBJECT: Preservation of Death and Marriage Records

SUMMARY:

Preservation-conservation treatments, such as deacidification, encapsulation, and binding (PRV), are needed for the death records from the years 1926 to 1933, as well as the marriage records from 1903 to 1913.

ACTION REQUESTED:

Request approval of a purchase order to Kofile for Preservation-conservation treatments, deacidify, encapsulate & bind (PRV) death and marriage books. This request will come under account 49-404500, Register of Deeds Automation, Enhancement & Preservation Fund. (AE&P)



January 29, 2024

Hon. Sharon Lear Willoughby
Pender County, NC Register of Deeds
300 E. Fremont Street
Burgaw, NC 28425

Via e-mail (only) to: swilloughby@pendercountync.gov

Re: Kofile Proposal

Dear Hon. Sharon Lear Willoughby:

We appreciate your confidence in Kofile Technologies to provide critical record preservation services to Pender County. We are pleased to propose our services on a sole source basis. The services required in combination with use of Kofile's patented Lay-Flat Archival Polyester Pocket are not available to Pender County from any other source or vendor.

Kofile's services include conservation treatments, deacidification, encapsulation, and binding services. The binding services includes rebinding the County records and utilizing Kofile's Lay Flat Pockets (U.S. Patent (No. 7,943,220 B1, issued May 17, 2011). Kofile's pocket sizes are made-to-order, providing material savings in filing inches for each project. These pockets are initially sealed on three sides, and the binding process seals the fourth side with a static seal. The seal blocks contamination of the carefully cleaned and deacidified document and reduces the risk of mold and mildew growth. This design also provides access to the original sheet without the need to cut the pocket if the County later needs to access the original.



Kofile is the one source of supply for the patented Lay-Flat Pockets, making us the only vendor capable of supplying the services as proposed. Please do not hesitate to contact me if you have additional questions or need more information.

Kind regards,

Brian Spearman
Account Executive
Kofile Technologies, Inc.
704.560.2210

9/29/2023

Honorable Sharon Lear Willoughby
Pender County Register of Deeds

Preservation

Death and Marriage Records

SUBMITTED BY:

Brian Spearman
Account Executive
Brian.spearman@kofile.com
704 560-2210

Kofile 

6300 Cedar Springs Road, Dallas, TX 75235
p: 214.442.6668 | f: 214.442.6669
info@kofile.com | www.kofile.com



Sharon Lear Willoughby
Register of Deeds
300 E. Fremont Street
Burgaw, NC 28425

Dear Honorable Sharon Lear Willoughby,

This proposal addresses Pender County's historical records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include conservation treatments and rehousing. Archival rehousing includes encapsulation and loose-leaf binding into Archival Recorder Binders. Note that prices for the inventory herein are good for 90 days from the date of this assessment.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete your modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis and each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC) and is an Awardee of a Library of Congress FEDLINK Preservation Services for Library & Archival Collections contract.

SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than $\pm .5$.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the "book block" dimensions, with a 1¼" binding margin.

-
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to 1/4" incremental capacities. This binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.
 - A dedication/treatment report is included in each binder.

PROJECT PRICING

Without a signed agreement, prices are good for 90 days.

Pender County PROJECT OVERVIEW		
RECORD SERIES	CONDITION	LINE ITEM TOTAL
Deaths Vol. 7-8, 1926-1927	Pages are acidic and in non-archival sleeves.	\$1,127.50
Deaths Vol. 9-10, 1928-1929	Pages are acidic and in non-archival sleeves.	\$1,188.00
Deaths Vol. 11-12, 1930-1931	Pages are acidic and in non-archival sleeves.	\$918.50
Marriages 1903-1905	Pages are acidic and in non-archival sleeves.	\$3,445.00
Marriages 1906-1907	Pages are acidic and in non-archival sleeves.	\$3,705.00
Marriages 1908-1909	Pages are acidic and in non-archival sleeves.	\$3,354.00
PROJECT TOTAL		\$13,738.00

This proposal shall be governed by the terms of use found at www.kofile.com/termsandconditions/.

Payment Terms: Bill upon completion and delivery.

<p>CUSTOMER ACCEPTANCE</p> <p>_____</p> <p>Signature of Authorized Official</p> <p>_____</p> <p>Print Name of Authorized Official</p> <p>_____</p> <p>Title of Authorized Official</p> <p>_____</p> <p>Date</p>	<p>KOFILE ACCEPTANCE</p> <p>_____</p> <p>Signature of Authorized Official</p> <p>_____</p> <p>Print Name of Authorized Official</p> <p>_____</p> <p>Title of Authorized Official</p> <p>_____</p> <p>Date</p>
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ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Pender County is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Pender County. This policy applies to any agreement, verbal or written, between Pender County and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Pender County. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Pender County and to working together for the preservation and access of its public and historical assets.

Sincerely,

Brian Spearman
c: 704 560-2210
e: brian.spearman@kofile.com



**Pender County
January 16, 2024, BOCC Meeting
Minutes**

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: March 11, 2024
SUBJECT: January 16, 2024, BOCC Meeting Minutes

SUMMARY:

Attached are the minutes from the January 16, 2024, BOCC meeting.

ACTION REQUESTED:

Approval of minutes

ATTACHMENTS:

January 16, 2024, BOCC Meeting Minutes



MINUTES
Board of County Commissioners Meeting
Tuesday, January 16, 2024 4:00 PM
Hampstead Annex Auditorium

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 Groves gave the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Commissioner Hardee led the Pledge of Allegiance.

4 ADOPTION OF AGENDA

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

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

6.1 NC Cooperative Extension - Consumer Horticulture Program

Tiffanee Boone, NC Cooperative Extension Agent, went over the Horticulture and Local Foods program. Their mission is to give the public practical education to solve gardening problems, gain knowledge, and develop skills to maintain healthy living. There is an extension master gardener volunteer program available. Volunteers can help with the education programs offered. The NC Cooperative Extension Consumer Horticulture program is partnered with NC State University. There is an internship offered that spans over a 17-week period. In 2023, the program had 26 interns. Additionally, there are many volunteer opportunities available such as the Speakers Bureau, School Outreach Program, and Demonstration Teaching Gardens. Many programs are offered as well such as grants/scholarships, Making of the Greens, and continued education/field trips. Boone briefly discussed the Horticulture and Local Foods program's special projects. She answered questions from the Board.

7 PUBLIC COMMENT FOR AGENDA ITEMS

8 CONSENT AGENDA

8.1 Refund/Release Requests for items meeting NC G.S 105-381

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

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 Interlocal Agreement with Town of Surf City on Sewer Service
- 8.3 Approval of Budget Amendment for the transfer of revenue funds
- 8.4 Approval of Minutes of January 2, 2024

9 APPROVALS AND RESOLUTIONS

- 9.1 Resolution of Support for MyFutureNC

Toni Blount, Regional Manager of MyFutureNC, presented a resolution to the Board in support of MyFutureNC and house bill 664. House Bill 664 is a bill designed to ensure that the state remains economically competitive and ensure that by the year 2030 two million 25- to 44-year-olds will have completed a high-quality credential or postsecondary degree. Blount went over the NC degree production statistics from the year 2021 and 2022. She discussed how North Carolina's progress was measured and the projected growth rates. Blount also discussed Pender Counties performance in comparison to the state. Blount answered questions from the Board members.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to Approve the Resolution of Support for MyFutureNC

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

Sheriff Cutler presented the item. This grant is to move the current 911 center to a new location. The grant must be signed and turned in no later tha February 1, 2024. Sheriff Cutler thanked all the people involved

in making the grant happen. Vice Chair Newton asked how the grant will affect the services associated with the 911 center. Sheriff Cutler stated all services would benefit from the grant. Commissioner McCoy voiced his approval.

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

Motion to Approve FY 2024 North Carolina 911 Grant Award in the amount of \$2,548,628.00 and Budget Ordinance Amendment.

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

Daniel Adams, Planning Director, presented the item. Adams reported that staff recommend the Board approve the request to enter into a contract agreement with Sungate Design Group, P.A. to provide stormwater review services. The County staff do not have the expertise to properly execute the design. This contract is a budgeted item. Vice Chair Newton asked if there are other areas of expertise not staffed in Pender County. Adams responded with roadway design and water. Vice Chair Newton asked if more review committees were needed. Commissioner McCoy vocalized his support for the contract agreement with Sungate Design Group. Chair George shared his thoughts. Josh Dalton, President of Sungate Design Group, discussed additional services provided by Sungate Design Group, as well as services not offered in house. Dalton explained Sungate Design Group keeps firm on-hand to handle all services not provided. The turnaround time should be quick, and the permitting will not be impacted by the use of outside vendors.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to Approve the Request to enter into a contract agreement with Sungate Design Group, P.A. to provide stormwater review services.

	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.

9.4 Resolution Establishing the Board of Equalization and Review

Melissa Radke, Tax Administrator, presented this item to the Board. Radke stated she could not find a resolution on file establishing the Board of Equalization and Review. This resolution would rectify the lack of documentation. The Board requested Radke change the language used in the resolution and tabled the item until the February 5, 2024, BOCC meeting.

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

Brandi Cobb, Communications Manager, presented the item to the Board. In November of 2023, Pender County requested bids for website designs. We received three responses. Civic Plus was chosen by staff after sitting in on demos from each vendor. Vice Chair Newton asked about the reoccurring service fees. Cobb explained the fees would be over a four-year period. Marcel Miranda, ITS Enterprise Applications Manager, assisted Cobb in answer questions about the services provided by Civic Plus. Vice Chair Newton asked why Pender County could not design and host the website. Miranda explained that Pender County does not currently employ a web designer/coder and that hosting our own website was a security risk. Cobb and Miranda answered questions from the Board regarding costs, security, and communication with the public.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to Approve the PO for Website Creation and Support in the amount of \$51,498.01

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

Jerry Groves		x		
Wendy Fletcher-Hardee	x			
Brad George	x			
	4	1	0	0

CARRIED.

10 DISCUSSION

11 APPOINTMENTS

11.1 Reappointment to the Library Advisory Board

Lexi Stanfield, Clerk to the Board, presented Mallory Leimone's application to the Board. Ms. Leimone has served on the Library Board as the district one representative already and was requesting consideration for reappointment. Vice Chair Newton stated her support for Ms. Leimone.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to Appoint Mallory Leimone to the Library Advisory 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.

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

20.1 Trey Thurman, County Attorney, requested the Board go into closed session pursuant to item three (3) Attorney Client Privilege including the discussion of Pender County versus Warmington, Pender County versus Sullivan, item five (5) Acquisition of Real Property, and item six (6) Personnel.

20.2 David Andrews, County Manager, stated records for the Clerk of Court have been moved to the new building.

20.3 Chairman Brad George announced the Veteran's Battlefield will be screening at the Hampstead Annex. He invited Michelle Leach, Veteran's Services Director, to come up to the podium and give more information. Leach announced the screening would be on January 17, 2024. The doors would be open at 5:30PM, the screening begins at 6:00PM, and a panel of speakers would speak at the end. Light refreshments will be provided. The event is free. Vice Chair Newton asked if Veteran's Battlefield could be screened in Burgaw as well. Leach said she would work on it.

21 CLOSED SESSION (IF APPLICABLE).

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to go into closed session pursuant to item three (3) Attorney Client Privilege including the discussion of Pender County versus Warmington, Pender County versus Sullivan, item five (5) Acquisition of Real Property, and item six (6) Personnel.

	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 Wendy Fletcher-Hardee, seconded by Jacqueline A. Newton

Motion to return to Open Session

	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 Fred McCoy

Motion to Amend 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.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to Approve Contract Amendment for County Manager

	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 Budget Ordinance Amendment

	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 Resolution Expressing Opposition to the North Carolina Rate Bureau's Application for an Increase in Homeowners Insurance Rates

	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 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

Daniel Adams, Planning Director, presented the item. Stroud Engineering is requesting the approval of a revision to a previously approved conditional zoning map revision. The owners of the parcel are Rocky Point LLC and Farm Garden LLC. The first revision request was the removal of the Fall Brook Lane connection. A different point of access was created in place of it. The second revision requested was setting the set back to five feet instead of ten. This is consistent with the comprehensive plan. Originally, Stroud Engineering was given ten

conditions to meet. They met seven of those conditions and three were removed. Vice Chair Newton raised concerns with traffic and safety. Commissioner McCoy stated in the past he voted against this, but the new changes have changed his viewpoint. Adams explained this project would be done in phases, starting at HWY 210 and working its way down. Staff recommend approval by the Board. Chair George voiced concerns with the five-foot setbacks. Sam Potter, Attorney for Stroud Engineering, addressed the Board's concerns. Potter stated using five-foot setbacks uses less property and allows more units. Mark Maynard, Property Developer, also addressed the setback concerns. He referenced the \$11 million neighborhood in New Hanover County with five-foot setbacks. Maynard asked for a continuance.

Aubrey Harvey spoke in support REZONE 2023-47 CZMA. Harvey stated the Fall Brook neighborhood supports the request to rezone. Much of the area is wetlands and the five-foot setbacks could potentially preserve the land.

Moved by Jacqueline A. Newton, seconded by Jerry Groves

Motion to Continue Item to the February 20, 2024, BOCC 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.

- 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

Justin Brantley, Senior Planner, presented the item. TW and AG Timber, LLC is the applicant and owner of the parcel. The request is for the approval of a conditional zoning application for the expansion of an existing industrial site. Brantley went over the uses listed for the property, covered dimensional standards, landscaping, and buffers required. Staff recommend the removal of all waste management related services, textile mills and mill products, and one hundred-foot setbacks for concrete manufacturing buildings. Brantley also covered the

conditions set by the Planning Board per their approval of the rezoning item. The Planning Board approved the item 4-2. Sam Frank, the applicant's attorney, discussed the applicant's opposition to the conditions set by the Planning Board. Paul Clark, Environmental Consultant, spoke on the environmental factors many residents voiced concerns over. Clark went into detail about changes in the environmental regulations throughout the years. The property owner, Mr. Wooten, addressed the residents' concerns. Mr. Wooten stated he wants to bring jobs to the County. His new industrial site will bring 25-50 jobs.

Chenita M.: Spoke out against the rezoning case due to environmental hazards posing a health risk for citizens.

Jimmy McDuffie: Stated he is a longtime resident and voiced concerns with the environmental impacts.

Shirley Hansley: Voiced concerns with the environmental impacts.

Phyllis Moore: Stated she was scared of the environmental impact even with regulations in place.

Mamie Hansley: Stated her opposition.

Terry Simpson: Stated he is not against bringing in new businesses, but he is against exposing residents to harmful health impacts.

Debbie Walker: Stated dust is one of the deadliest pollutants. She covered a range of possible symptoms should there be an increase in dust pollution.

Elsie Murphy: Stated the facility would harm the health and wellbeing of the residents.

Conway Murphy: Stated his strong opposition on the matter.

Juliet Powell: Stated her opposition to the rezoning. Said the site is already noising and radiates light into her home constantly.

Gary Abrigo: Stated his property bordered the site. He went on to say that his kitchen is flooded at night by the property lights. He also referenced environmental impacts.

Elaine Walker: Stated her opposition. Ms. Walker cited impacts of air

pollution and environmental injustice.

Laurie Simpson: Stated the addition of the business would result in too many hazardous chemicals. She asked the Board to consider the lives of the children in that area.

Robyn Jarrett: Ms. Jarrett thanked the Board for hearing her and others' stances on the matter. She stated she was alarmed at the broadness in the application. Ms. Jarrett stated there are over 400 uses available for the applicant. She urged to strike certain criteria to protect the area.

Ron Jarrett: Thanked the Board for hearing him and others out. He stated the site is only 2 1/2 miles from Moore's Creek Battlefield Park and close to forty-eight (48) residential homes. Mr. Jarrett stated it would be signing a blank check if the Board would approve without setting restrictions.

Mary Battles: Ms. Battles quoted philosophy. She voiced her opposition and stated the area was not designed for tax purposes.

Jason Hansley: Mr. Hansley stated all the people here came together to speak out against the item. He went on to say in the 80s when the item was originally seen by the Board to approve the SUP there were little to no home surrounding it, however the land is now residential. He urged the Board to consider the damage it could have on the environment and citizens who live there.

Christina Simpson: Ms. Simpson has a childcare facility in the area. She asked the Board to consider the environmental and traffic impacts to the area if they approve the item.

Alicia Randoff: Ms. Randoff stated her and her family live near the parcel. She spoke about the potential impacts on the children's health. She also voiced concerns with traffic on the nearby roads.

Rhett Pollock: Mr. Pollock addressed the crowd in the room rather than the Board. He stated the common thread with the addition of the business is that there would be more jobs and money available to the citizens. Mr. Pollock stated that people are proud to have these jobs. He vocalized his support for the item.

Sam Frank returned to the podium to address of the concerns of the citizens. Mr. Frank stated pollution is illegal and would not be an issue. The Hours of Operation are not consistent with that type of use for the

parcel. Mr. Frank stated that the addition jobs could potentially impact traffic in the area.

Vice Chair Newton asked Paul Clark to return to the podium to speak on concrete plants. Harry Shaw spoke as well. He is a second-generation concrete plant worker. His family owns a few plants in the area. He stated the regulations required throughout the year including water and dust. His family's plants' operating hours are from 5:00AM to 3:00PM.

Vice Chair Newton addressed the audience. She stated she shared their concerns, but the Board needed to think of Pender County. The 421 corridor is growing, and businesses add to the economic future of Pender. Vice Chair Newton stated that citizens have rights and there are laws and regulations that uphold environmental safeties.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to Approve the 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

	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.

23 ADJOURNMENT

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

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
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CARRIED.



**Pender County
February 5, 2024, BOCC Special Meeting
Minutes**

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: March 11, 2024
SUBJECT: February 5, 2024, BOCC Special Meeting Minutes

SUMMARY:

Attached are the minutes for the February 5, 2024, BOCC special meeting.

ACTION REQUESTED:

Approval of minutes



MINUTES
Board of County Commissioners Meeting
Monday, February 5, 2024 8:30 AM
Pender County Public Assembly Room

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

2 MOTION TO ENTER INTO CLOSED SESSION PURSUANT TO NCGS § 143 318.11(A)(6) PERSONNEL

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to go into closed session pursuant to NCGS 143 318.11 (A) (6) Personnel.

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

Brad George	x			
	5	0	0	1

CARRIED.

3 MOTION TO RETURN TO OPEN SESSION

4 ADJOURNMENT

- 4.1 The Board recessed the meeting to February 9th at 10AM via secure conference call.
- 4.2 On February 9th the Board of Commissioners resumed the meeting.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to enter closed session.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
Brad George	x			
	6	0	0	0

CARRIED.

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

Motion to exit closed session. Meeting recessed until February 16th at 1:00PM via secure conference line.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
Brad George	x			
	6	0	0	0

CARRIED.

4.3 On February 16th the Board of Commissioners resumed the meeting.

Motion to enter into closed session was made and seconded.

CARRIED.

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

Motion to exit closed session and adjourn the meeting.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
Brad George	x			
	6	0	0	0

CARRIED.



**Pender County
February 5, 2024, BOCC Meeting Minutes**

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: March 11, 2024
SUBJECT: February 5, 2024, BOCC Meeting Minutes

SUMMARY:

Attached are the minutes from the February 5, 2024, BOCC meeting.

ACTION REQUESTED:

Approval of Minutes



MINUTES
Board of County Commissioners Meeting
Monday, February 5, 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 Chairman 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 Groves led the Pledge of Allegiance.

4 ADOPTION OF AGENDA

4.1 Vice Chair Newton requested to continue item 6.1 to the March 11, 2024, BOCC Meeting, move item 8.1 to Public Information, and to continue item 9.1 to the February 20, 2024, BOCC Meeting.

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

Motion to Approve the Agenda with the changes.

	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

6.1 Presentation from Wallace Police Department to an Employee with Pender County Sheriff's Office.

Item continued to the March 11, 2024, BOCC meeting.

CARRIED.

6.2 Tax Office Update

Melissa Radke, Tax Administrator, updated the Board on the current status of the Tax Office. The last update was given on June 5, 2023. Vincent Evaluations was hired in June 2023. There were 1800 permits backlogged. The permit field is currently up to date. All permit work for 2023 and date entry is to be completed by February 28, 2024. Pender County has seen \$1,166,279.00 in revenue. Pender County has three field appraisers currently. The appraisers have car magnets, ID badges, door hangers, and High-Vi vests so the public are able to recognize them. Currently, the Tax office has three vacant positions. Radke went over future plans for the tax office. Radke answered questions from the Board.

6.3 Pender County Utilities Update

Anthony Colon, Utilities Director, gave the Board an update on Pender County Utilities. Batson Road citizens have paid for water lines and are waiting for water. A project was award to Highfill Engineering. This project will cost \$425,000.00 and is already allocated. The expected completion date is December 2024. Hampstead is getting three new ground water wells. Pender County is currently waiting for final approval from the state. The wells should be in operation by the end of March. The wells come at a cost of \$10,776,140.00. There are 133 feet of

waterlines available to be connected and looped to Pelican Reef to given citizens better water quality. Completion of Pelican Reef is expected by the end of February 2024. The membrane water treatment plant project was awarded to CDM Smith. The Corbette and Weirs property has been obtained by Pender County and the deeds were filed at the Register of Deeds. Utilities is currently selecting the layout of the plant. The expected cost of the property is \$110,000,000.00. The Scotts Hill Elevated Tank project was also awarded to CDM Smith. The structure has been completed and painted. The contractor will be working on the electrical power and control to the altitude valve. over the next two weeks. The cost was \$3,000,000.00. Pender County Utilities met with the engineers for the Falls Mist developers to discuss the water and sewer system for the new Rocky Point development. There are more meetings planned in the upcoming weeks. The parallel waterline from 421 to Rocky Point water tank is underway. Harrell's has agreed to connect with Pender County. Colon met with Harrell's Board on January 23rd. CDM Smith is to submit a proposal and scope of work to Pender Utilities soon. The CFPUA has agreed to the interconnection which will allow Pender County to provide water and sewer to the BASF side. Highfill Engineering was awarded this project. The projected cost is \$185,000.00. There is not a projected date of completed yet. The water treatment plant off of US 421 is getting a new high service pump. The project has been awarded to LR Thomas and Son Contracting. The cost is \$937,120.00. The projected completion date is June 2024. For the US 421 water and sewer extension to Blueberry Rd. was awarded to McKim and Creed. There is not a project completion date yet. Colon answered questions from the Board.

6.4 Rocky Point Volunteer Fire Department Fire Truck Purchase

Amy Burton, Fire Marshall, and Deputy Chief Short presented the item. The Rocky Point Fire Department is purchasing a 2024 Pierce Saber Pumper. The truck is NTPA compliant. It will hold 1000 gallons of water. The cost is \$1,849,357.00 with a five-percent financing rate. Currently, the Rocky Point Volunteer Fire Department has two (2) 2001 fire trucks that need to be replaced.

7 PUBLIC COMMENT FOR AGENDA ITEMS

8 CONSENT AGENDA

8.1 Approval of Sole Source vendor for Carahsoft (Cellebrite) for Investigations for extraction technologies.

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion to Approve 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 Approval of SRT equipment from CNVG in the amount of \$75,171.60.
- 8.3 Approval of Mission Critical Partners Professional Services Agreement.
- 8.4 Motor Vehicle Releases and Refunds
- 8.5 Approval to accept \$90,000 NC SCIF Grant, Budget Amendment & PO to Modern Chevrolet
- 8.6 Approval of a Budget Ordinance Amendment to Move Monies Collected from Ghostwalk of Penders Past

9 APPROVALS AND RESOLUTIONS

- 9.1 Approval of Vehicle Replacement Policy

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to Continue Item to the February 20, 2024, BOCC 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.

- 9.2 Approval of Award to Highfill Infrastructure Engineering for Engineering Services related to the US 421 CFPWA Water Interconnection Project for \$185,000

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Anthony Colon, Utilities Director, presented the item. Colon stated he needed Board approval to award the US-421 CFPWA Water Interconnection project to HighFill Engineering. The project will cost \$185,000.

	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 Proposed Animal Ordinance Revision for Pender County Parks

Zach White, Parks and Recreation Director, presented the item. The proposed ordinance will allow dogs into parks, something that is not currently allowed. Dogs will not be allowed on sports fields. The Parks and Recreation Advisory Board recommended the approval of the ordinance revisions. White answered questions from the Board.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to Approve Animal Ordinance Revision for Pender County Parks.

	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.

9.4 Resolution Establishing the Board of Equalization and Review

Melissa Radke, Tax Administrator, presented the item. The resolution was first presented at the January 16, 2024, BOCC meeting and was tabled. Radke brought the Board two options for the Board of

Equalization and Review. The first option is a five-member board, and the second option was a six-member board. Both options exclude county commissioners from being appointed to the Board of Equalization and Review. Staff recommend a five-member Board to avoid deadlocks. Radke answered Board questions.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to Approve Resolution Establishing the Board of Equalization and Review with Five Members.

	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

11.1 Appointment to the Library Advisory Board

Lexi Stanfield, Clerk to the Board, presented Ms. Catherine Ford's application for the Library Advisory Board. She applied for the district 2 seat. Stanfield went over Ms. Ford's experience. The Board discussed the applicant.

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

Motion to Approve the Appointment to the Library Advisory 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.

11.2 Application to the Pender County Boards

Lexi Stanfield, Clerk to the Board, presented Ms. Brandy Watt's application for the Tourism Development Authority, Advisory Board of Health, and the Nursing and Adult Care Homes Committee. Stanfield went over Ms. Watt's experience. The Board discussed the options of the different boards.

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

Motion to Approve the Appointment to the Nursing and Adult Homes Care Committee.

	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.

- 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 Michael Taylor expressed his appreciation to the Board for giving funds to the Historical Society for repairs.

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

- 20.1 Trey Thurman, County Attorney, requested the Board go into closed session pursuant to item three (3) Attorney Client Privilege, item four (4) Economic Development, and item six (6) Personnel.
- 20.2 David Andrews, County Manager, stated the Budget Retreat would be on March 14th and 15th. Staff are currently working on building the agenda.
- 20.3 Vice Chair Newton stated she attend the water summit that was sponsored by Senator Rouzer and Senator Murphy recently. She went over the business conducted at the summit.
- 20.4 Commissioner Hardee announced the closure of the Cape Fear Memorial Bridge. She also discussed misconceptions about the future plans of the bridge.
- 20.5 Commissioner Groves spoke about NCDOT in Rocky Point addressing drainage. He briefly spoke about a speed study he is working with staff on. He also addressed complaints he'd received from citizens.
- 20.6 Chair George spoke about the Flood Resiliency Champion Award. He also mentioned the Board changing closed session to 4:00PM to give citizens a better opportunity to attend meetings.

21 CLOSED SESSION (IF APPLICABLE).

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

Motion to go into closed session pursuant to item three (3) Attorney Client Privilege, item four (4) Economic Development, and item six (6) Personnel.

	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 Return to Open Session.

	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

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to Adjourn the Meeting at 7:02PM.

	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
February 20, 2024, BOCC Meeting
Minutes**

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: March 11, 2024
SUBJECT: February 20, 2024, BOCC Meeting Minutes

SUMMARY:

Attached are the minutes from the February 20, 2024, BOCC meeting.

ACTION REQUESTED:

Approval of minutes.



MINUTES
Board of County Commissioners Meeting
Tuesday, February 20, 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 Chairman George called the meeting to order at 4:00PM.

2 INVOCATION

2.1 Vice Chair Newton gave the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Commissioner Hardee led the Pledge of Allegiance.

4 ADOPTION OF AGENDA

Moved by Jacqueline A. Newton, seconded by Fred McCoy

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

6.1 Public Information Regarding County Public Advertising

Meg Blue, Finance Director, presented a presentation regarding Pender County's advertising. Blue stated Pender County has received numerous public record requests regarding its spending with the Pender-Topsail Post and Voice recently. Blue discussed what is required by statute to advertise and what Pender advertises in addition to maintain transparency, consistency, and awareness with the public. Pender County only has two options to advertising: The Pender-Topsail Post and Voice and Wilmington Star News. Blue stated that Wilmington Star News is more expensive and typically only used for time sensitive or specific matters. Additionally, Star News does not have enough space to print everything Pender County requires. Blue went over the 2023 increased spending for advertisement. Much of the cost was due to backlogged tax foreclosures from Covid. Blue answered questions from the Board.

7 PUBLIC COMMENT FOR AGENDA ITEMS

7.1 Michael Taylor spoke on Agenda Item 9.1 Proposed Historical Marker Gift. Taylor stated his opposition to the staff recommendation to deny the marker.

8 CONSENT AGENDA

8.1 Refund/Release Requests for items meeting NC G.S 105-381

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

Motion to Adopt 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 Resolution Authorizing the Acquisition of the Scotts Hill Elevated Tank Site
- 8.3 Resolution Authorizing Acquisition of Property Adjacent to Malpass Corner Elementary
- 8.4 Resolution Authorizing Disposition of Property Adjacent to Malpass Corner Elementary for a Public Purpose
- 8.5 Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024: \$53,883
- 8.6 Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024: \$15,000

9 APPROVALS AND RESOLUTIONS

9.1 Proposed Courthouse Historical Marker Gift

Sarah Taylor, Assistant to the County Manager, presented the item. The marker would be paid for by Ms. Johanson, a Pender County citizen. Taylor discussed the proposed wording on the sign. Taylor stated staff will be bringing a new master plan for the courthouse yard later this year, so it is recommended to deny the marker now and revisit it at a later date. Taylor answered questions from the Board.

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion to Approve the Proposed Courthouse Historical Marker Gift.

	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 Order to Advertise 2023 Tax Liens

Melissa Radke, Tax Administrator, presented the order to advertise 2023 tax liens. Radke is required to get Board approval before advertising can begin. These will be advertised between March and June 2024.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to Approve the Order to Advertise 2023 Tax Liens.

	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 Budget Amendment and Purchase Order to purchase 13 Ford Explorers in the amount of \$735,800.00.

Sheriff Cutler presented the item with Meg Blue, Finance Director, there to assist with finance questions. Sheriff Cutler explained that vehicle replacements are typically approve in the budget. Vehicles are expected to be replaced every 3-5 years depending on the wear and tear. The sheriff's department has many of these vehicles going on year eleven. They are breaking down from age and mileage. Performance Automotive in Clinton, NC has thirteen (13) Ford Explorers available at \$56,600.00 per a unit. Money for these cars is available in the general fund. Blue answered financial questions from the Board.

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion to Approve the Budget Amendment and Purchase Order to Purchase 13 Ford Explorers in the amount of \$735,800.00.

	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.

9.4 Consideration of contract and purchase order with Clarion Associates, LLC to complete new comprehensive land use plan

Daniel Adams, Planning Director, presented the item. Staff recommend awarding a contract to Clarion Associates, LLC to complete the new comprehensive land use plan. Planning received many responses to the RFQ, and staff worked the list down to four of the best candidates. Clarion Associates stood out the most. The original budget for the project was \$150,000.00. Clarion Associates, LLC is more expensive, but compromised at a cost of \$168,000.00. Adams answered questions from the Board.

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

Motion to Approve contract and purchase order with Clarion Associates, LLC to complete new comprehensive land use plan.

	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.

9.5 Approval of Vehicle Replacement Policy

Jeremy Drummond, Facility and Fleet Director, presented the vehicle replacement policy. Drummond stated the policy establishes guidelines that are time and cost efficient for the county. The policy is based on four criteria with a four-point grade scale. Drummond answered questions from the Board.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to Approve the Vehicle Replacement Policy.

	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

10.1 Board Discussion of Order of Business Change

The Board discussed moving closed session on the agenda to begin at 4:00PM with the public session beginning at 5:00PM. The Board members agreed to test the change on a six-month trial beginning April 2nd, 2024. The 4:00PM closed session change will only occur at meetings that do not have a 7:00PM public hearing.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to amend the Order of Business for a six-month trial beginning April 2, 2024, for all regular meetings that do not have a public hearing.

	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.

11 APPOINTMENTS

11.1 Volunteer Agriculture District Board

Lexi Stanfield, Clerk to the Board, presented the item. The Board discussed appointing Stephen (Tommy) Batson to the Board. Batson's

will begin September 1, 2023, and expire on August 31, 2026.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to Appoint Stephen Batson to the Volunteer Agriculture District 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.

12 MAPLE HILL WATER AND SEWER DISTRICT

12.1 Anthony Colon, Utilities Director, stated he received a quote of \$37 million for twenty miles of pipes. Colon stated he was not happy about the cost, but time is of the essence. He should have an agenda for this at the second meeting in April.

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

18.1 Medicaid Expansion Update

Wes Steward, Social Services Director, gave an update on the Medicaid Expansion and his department. Stewart reported the number of applications from 2022 compared to 2023. He discussed the call volume of his office and voiced his appreciation to Board for approving additional positions. Stewart reported there are an increase in nutritional applications, phone calls, and foot traffic. Stewart covered the

applications' criteria. Beginning March 1, 2024, DSS will be working out of the Hampstead Annex five days a week from 9AM to 4PM.

19 PUBLIC COMMENT

- 19.1 Olive Hollinger voiced her frustration with the permitting department and asked the Board to review the planning and permitting policies.
- 19.2 Larry Bolick vocalized his support for Ms. Hollinger and all others like her.

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

- 20.1 Trey Thurman, County Attorney, requested the Board go into closed session pursuant to item three (3) Attorney Client Privilege including Coastal Pines Solar Farm vs Pender County and item six (6) Personnel.
- 20.2 David Andrews, County Manager, stated Pender Commerce Park was eligible for an award on Thursday and reminded the public of the Moore's Creek Battlefield Anniversary on Saturday and the Water Company Public Meeting at 7PM on Monday.
- 20.3 Allen Vann, Assistant County Manager, gave a small update on Focus Broadband.
- 20.4 Commissioner Groves spoke about complaints with drainage in Rocky Point. He vocalized his support for local vendors on the courthouse masterplan. Commissioner Groves posed the question on how to help Ms. Hollinger.
- 20.5 Vice Chair Newton stated Representative Rouzer thanked Pender County for their involvement with water resiliency.
- 20.6 Commissioner McCoy spoke about the upcoming Moore's Creek Battlefield reenactment and celebration.
- 20.7 Chair George briefly spoke about the upcoming water company meeting on Monday. He also shed light on the "Stop the Fight, Support the Light" group working to get a stoplight up in an area previously denied by the commissioners. Chair George stated he'd like the Board to write a letter of support. Lastly, Chair George recommended a tree ordinance to protect older trees,

21 CLOSED SESSION (IF APPLICABLE).

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to go into closed session pursuant to item three (3) Attorney Client Privilege including Coastal Pines Solar Farm vs Pender County and item six (6)

Personnel.

	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 Fred McCoy

Motion to exit closed session and enter into open session for the 7PM Hearing.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee				x
Brad George	x			
	4	0	0	1

CARRIED.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to excuse Commissioner Hardee from the 7PM Public Hearing.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee				x
Brad George	x			
	4	0	0	1

CARRIED.

22 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP

AMENDMENTS/ RESOLUTIONS

22.1 REZONE 2023-47 CZMA: Request to revise a Conditional Zoning District for the Falls Mist Development

Item was Continued until the March 11, 2024, BOCC meeting.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to Continue the Item.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee				x
Brad George	x			
	4	0	0	1

CARRIED.

22.2 REZONE 2023-58: Request to rezone one parcel totaling approximately 1.52 acres from the PD, Planned Development zoning district to the GB, General Business zoning district in the Topsail Township

Tucker Cherry, Planner, presented the item. The applicants are Weston Lyall, LLC. The owners are Shugart Family Properties, LLC. The surrounding properties are zoned general business, residential performance, and planned development. The average daily traffic volume as of 2020 is 38,000 with a capacity of 44,478. Staff recommend the rezoning. The planning Board unanimously approved the item. It is consistent with five policies in the future land use plan. Jeremy Shugart, owner, addressed the Board stating he wanted to bring more jobs and business to the county.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to Approve the Request to rezone one parcel totaling approximately 1.52 acres from the PD, Planned Development zoning district to the GB, General Business zoning district in the Topsail Township.

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

Jerry Groves	x			
Wendy Fletcher-Hardee				x
Brad George	x			
	4	0	0	1

CARRIED.

23 ADJOURNMENT

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to Adjourn the Meeting at 7:10PM

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee				x
Brad George	x			
	4	0	0	1

CARRIED.



Pender County Amendment to BOCC Regular Meeting Schedule

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: March 11, 2024
SUBJECT: Amendment to BOCC Regular Meeting Schedule

SUMMARY:

The Board of County Commissioners has a regular meeting scheduled for October 21, 2024, at the Hampstead Annex. The Board of Elections has informed the clerk that early voting will be occupying the Hampstead Annex auditorium on that day and cannot be moved. The clerk recommends the Board amend the regular meeting schedule and change the location of the Commissioner meeting from the Hampstead Annex to the Pender County Public Assembly Room at 805 S. Walker Street in Burgaw.

ACTION REQUESTED:

Change of location for the October 21, 2024, BOCC meeting.

**2024 CALENDAR
REGULAR MEETINGS
PENDER COUNTY BOARD OF COMMISSIONERS**

DAY	DATE	TIME
Tuesday	January 2	4:00 p.m.
Tuesday (Hampstead Annex)	January 16	4:00 p.m./7:00 p.m.
Monday	February 5	4:00 p.m.
Tuesday	February 20	4:00 p.m./7:00 p.m.
Monday	March 11	4:00 p.m./7:00 p.m.
Thursday (Hampstead Annex)	March 14 (Board Retreat – Day 1)	4:00 p.m.
Friday (Hampstead Annex)	March 15 (Board Retreat – Day 2)	9:00 a.m.
Tuesday	April 2	4:00 p.m.
Monday	April 15	4:00 p.m./7:00 p.m.
Monday	April 29 (Budget Work Session)	4:00 p.m.
Thursday	May 2 (Budget Work Session)	4:00 p.m.
Monday	May 6	4:00 p.m.
Thursday	May 9 (Budget Work Session)	4:00 p.m.
Monday (If Needed)	May 13 (Budget Work Session)	4:00 p.m.
Monday	May 20	4:00 p.m./7:00 p.m.
Monday	June 3	4:00 p.m.
Monday	June 17	4:00 p.m./7:00 p.m.
Monday	July 15	4:00 p.m./7:00 p.m.
Monday	August 5	4:00 p.m.
Monday	August 19	4:00 p.m./7:00 p.m.
Tuesday	September 3	4:00 p.m.
Monday	September 16	4:00 p.m./7:00 p.m.
Monday	October 7	4:00 p.m.
Monday	October 21	4:00 p.m./7:00 p.m.
Monday	November 4	4:00 p.m.
Monday	November 18	4:00 p.m./7:00 p.m.
Monday	December 2	4:00 p.m./7:00 p.m.

Note: All Meetings Held at Pender County Public Assembly Room, 805 South Walker Street, Burgaw, Unless Otherwise Advertised.



Pender County Appointment to the WMPO

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: March 11, 2024
SUBJECT: Appointment to the WMPO

SUMMARY:

Commissioner Wendy Fletcher-Hardee has expressed her desire to step down from the WMPO due to scheduling conflicts. It was discussed the Chairman Brad George could take her place on the Board.

ACTION REQUESTED:

Appointment of Chairman Brad George to the WMPO



Pender County Appointment to the CFCC Board of Trustees

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: March 11, 2024
SUBJECT: Appointment to CFCC Board of Trustees

SUMMARY:

Cape Fear Community College President Jim Morton informed the Manager's office that due to the recent changes to the North Carolina General Statute 115D-12, the Pender County Board of Commissioners are allowed to add an additional appointment to the CFCC Board of Trustees. This item is to appoint Chairman Brad George to the Board.

ACTION REQUESTED:

Appointment of Chairman Brad George to the CFCC Board of Trustees



Pender County
Approval of Sole Source vendor for
Keystone Information Services for server
migration for historical tax data

TO: Board of County Commissioners
FROM: Melissa Radke
DATE: March 11, 2024
SUBJECT: Approval of Sole Source vendor for Keystone Information Services for server migration for historical tax data

SUMMARY:

Pender County Tax Department is requesting the approval of Sole Source vendor Keystone Information Systems to pay for the migration of all Keystone software, and the County's tax data from the current Windows application server (2012) to a new Windows application server (2022).

Keystone Information Systems was the Tax Software prior to 2019 when the Tax office converted to using Tyler Technologies. At that time, not all the historical tax information was converted into the new software. Staff was able to access the old software system to retrieve any needed historical information up to the time the current 2012 server died in late 2023. Staff can no longer access any historical information which is necessary to our daily work in many occasions. This will allow staff to retain access to the historical data that was not converted to the new software in 2019 while we work with IT and Tyler Technologies to get this information that was not originally converted into the Tyler software converted for use all together in our current software program.

ACTION REQUESTED:

Approval of Sole Source vendor for Keystone Information Services for server migration for historical tax data.



Statement of Work

Client Name Pender County

Document Number 163789

Project Name Keystone Server Migration (historical tax data)

Requested By Marcel Miranda

Date Requested 6/20/2023

Software Application & Data Migration

- 1) Migrate all Keystone software, and the County's data, from the current Windows application server (2012) to a new Windows application server (2022).
- 2) Install and configure UniVerse database and Keystone Client server-side components (current versions of both) on new server.
- 3) Work with County staff to install/configure latest version of Keystone Client on users' PCs.
- 4) Copy over programs and data and do initial testing on software functionality

Additional notes:

- *This migration includes a one-year warranty / certification of the Keystone software applications*
- *Pender County will be responsible for setting up any local printers and/or users, as well as recreating any shared folders on the new server to mirror current setup.*

FIXED CHANGE

Flat rate for all services described above
(50% due upon approval; 50% due upon completion): **\$7,500**
Client PO #

Additional Request – Not within Scope of Original Contract

Keystone Approval

Authorized by  Title VP, Client Services Date 6/20/2023
Application/LOB Manager

Client Approval

Approved by _____ Title _____ Date _____



Pender County Motor Vehicle Releases and Refunds

TO: Board of County Commissioners
FROM: Melissa Radke
DATE: March 11, 2024
SUBJECT: Motor Vehicle Releases and Refunds

SUMMARY:

This list includes all motor vehicle refund and releases processed through the NCVTS system with DMV. These refunds and releases result from prorations of tax due to the return of a NC license plate to the DMV office (usually for vehicles/trailers that have been sold, totaled, gifted to new owner, wrong situs address, approved for exemption, etc). NC DMV has also approved these refunds, Board action allows Pender County to issue checks back to the owner.

The refunds and releases shown are recommended for approval by the Pender County Tax Office.

ACTION REQUESTED:

Approve the NC motor vehicle release and refunds shown.

RELEASES OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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2023	BOWEN, JOHN WAYNE II	298805652	228.90	SOLD
2022	BUSH, PATRICIA	299495958	235.53	DOUBLE LIST
2023	DICOSTANZO, JOSEPH NESTORE	397424596	251.26	SITUS
2023	DREAMS CONSTRUCTION NC LLC	398701808	661.37	SOLD
2023	HUTCHISON, KELLIE WITTE	298651557	213.06	SOLD
2023	PINKLER, TODD DOUGLAS	298068450	252.53	MILTRY EXEMPT
2023	PINKLER, TODD DOUGLAS	298068453	176.86	MILTRY EXEMPT
2023	ROBINSON, EDWARD OCTAVIUS	298068813	209.33	MILTRY EXEMPT
2023	SANDERS, JANICE SNUGGS	299706492	141.26	SOLD
2023	SCHMIDT, REBECCA ANNE	300071949	308.77	MILTRY EXEMPT
2023	SOBORSKI, DANIEL PATRIC	299809368	413.99	SOLD
2023	THE ESTATE OF ROBERT JORDAN	299495625	185.40	SOLD
2022	WOOD, KIMBERLY JEAN	299058183	185.39	DESTROYED

TOTAL REFUNDS OVER \$100 \$3,463.65

RELEASES UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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2022	BEATTY, PAULA MCALLISTER	298806555	17.80	DESTROYED
2023	BROWN, FAYE W	298091730	73.24	SOLD
2023	BURTON, STEPHEN COLE	398701028	4.28	SITUS
2023	BURTON, STEPHEN COLE	398701032	3.75	SITUS
2023	BURTON, STEPHEN COLE	398701036	30.21	SITUS
2022	CAVENAUGH, BARBARA INSCO	299026044	26.17	SOLD
2022	COBURN, ELISE RENEE	299057445	16.12	DESTROYED
2023	CONNOR, JAMES WARREN	299496357	13.04	SOLD
2023	GIBBS, COLLEEN BREAUX	399475176	38.22	SITUS
2023	INMAN, REVA SHINGLETON	400123628	45.47	SITUS
2022	KNIGHT, KENNETH STEPHEN	298091490	84.94	OUT OF STATE
2022	KNIGHT, KENNETH STEPHEN	298091481	59.81	OUT OF STATE
2022	KNIGHT, KENNETH STEPHEN	298091484	99.66	OUT OF STATE
2023	LONDON, CARLYNN MATESE	398407840	89.17	SITUS
2022	MILLUSH, DAVID JOHN	298651287	53.14	SOLD
2023	PARKER, RICHARD KEITH	298723026	86.48	DESTROYED
2023	PERSPECTIVE LLC	298326258	8.96	DESTROYED
2023	POPE, KAREN	300072123	61.67	SOLD
2023	POWELL, MICHAEL DEAN	300072237	16.55	SOLD
2022	REISS, DANIEL JEFFREY	298418784	10.07	OUT OF STATE
2022	SHIVELY, BENJAMIN MICHAEL	299496351	23.60	DESTROYED
2023	TAYLOR, CARRIE LEE	298327068	94.38	SOLD
2022	WILSON, CATHERINE ANN	298068516	9.76	DESTROYED

TOTAL REFUNDS UNDER \$100	\$ 966.49
TOTAL OF ALL RELEASES	NONE
TOTAL OF ALL REFUNDS	\$4,430.14



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

TO: Board of County Commissioners
FROM: Melissa Radke
DATE: March 11, 2024
SUBJECT: Refund/Release Requests for items meeting NC G.S 105-381

SUMMARY:

The attached spreadsheet shows all requested releases/refunds. All meet the statutory requirements. It is the recommendation of the Tax Administrator to approve these releases as stated in the attached spreadsheet.

ACTION REQUESTED:

Requesting approval of the attached releases/refunds as recommended by the Tax Administrator.

Pender County BOCC Meeting February 20, 2024
Releases Over \$100

Property to be released	Value to be released	\$ to be released	Tax year to be released	Reason for release	Recommendation
Real Property	60,250	\$504.59	2022	Clerical error	approve
Real Property	60,250	\$504.59	2021	Clerical error	approve
Real Property	42,177	\$347.95	2020	Clerical error	approve
Real Property	42,177	\$347.95	2019	Clerical error	approve
Real Property	426,609	\$4,146.13	2023	House Demo'd prior to 1/1/24	approve
Real Property	40,000	\$376.00	2023	Parcel was combined into a new parcel but the old parcel was never deactivated; Duplicated parcel	approve
Real Property	40,000	\$339.00	2022	Parcel was combined into a new parcel but the old parcel was never deactivated; Duplicated parcel	approve
Real Property	40,000	\$339.00	2021	Parcel was combined into a new parcel but the old parcel was never deactivated; Duplicated parcel	approve
PUV	37,050	\$348.27	2023	PUV not processed timely for 2023	approve
PUV	75,018	\$705.17	2023	Qualified for PUV but there was a transfer error - this corrects	approve



Pender County Request Board Approval

TO: Board of County Commissioners
FROM: Alan Cutler
DATE: March 11, 2024
SUBJECT: Approval of Budget Amendment to transfer funds from revenue to expenditure in the amount of \$28,333.99.

SUMMARY:

Requesting approval of Budget Amendment to transfer funds from Revenue to Expenditure line in the amount of \$28,333.99. These funds were collected for Insurance claim, donations, and Pender Sheriff's Charitable Foundation.

ACTION REQUESTED:

Approval of Budget Amendment to transfer funds from revenue to expenditure in the amount of \$28,333.99.

Pender County Budget Ordinance Amendment

Page 2 of 2

Fiscal Year

FY 2023-2024

Department

510 - SHERIFFS DEPARTMENT

Proposed Amendment:

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	GF Fund Balance	735,800
2			
3			
4			
5			
6			
7			
8			
9			
10			

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-407403	Capital Outlay Vehicles	735,800
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues
735800

Total Expenditures
735800

Budget Amendment Balances when Zero.
0

Prepared By:
Meg Blue

Email
mblue@pendercountync.gov



Pender County Request Board Approval

TO: Board of County Commissioners
FROM: Alan Cutler
DATE: March 11, 2024
SUBJECT: Approval for Purchase Order to the Town of Surf City for School Resource Officer salary of \$49,600.62.

SUMMARY:

Pender County Sheriff's Office funds the salary to the Town of Surf City for a School Resource Officer for Surf City Elementary School for FY 23-25 in the amount of \$49,600.62. The Town of Surf City provides the remaining salary and benefits to the SRO.

These funds were budgeted for in account 510010-404500.

ACTION REQUESTED:

Approval for Purchase Order to the Town of Surf City for School Resource Officer salary of \$49,600.62.

**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (hereinafter "MOU") effective July 1, 2023, is made and entered into by and between the Pender County Board of Education (hereinafter "PCBOE" or "Board"), the governing body of the Pender County Public School System (hereinafter "PCPSS"), Pender County Government (hereinafter PC), and the Surf City Police Department (hereinafter "SCPD" or "Agency") on the attached signature pages.

WITNESSETH

WHEREAS, the PCBOE, PC, and the SCPD recognize the benefits of the School Resource Officer Program to the citizens of Surf City and Pender County, North Carolina, and particularly to the students, parents and staff of the public school system of Pender County, North Carolina; and

WHEREAS, the PCBOE desires to have the SCPD provide a School Resource Officer to the Surf City K-8 School; and

WHEREAS, the SCPD is willing to provide a School Resource Officer to Surf City K-8 School; and

WHEREAS, PC is willing to offset the costs of SCPD providing a School Resource Officer to Surf City K-8 School; and

WHEREAS, it is in the best interest of the PCBOE, SCPD, PC, and the citizens of Pender County to establish the School Resource Officer Program as hereinafter described.

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PCBOE, PC, and the SCPD do hereby agree as follows:

**Article I
Purpose and Governing Principles**

This MOU outlines the goals and guiding principles as agreed to by and between the Board, PC, and the SCPD to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers, school administrators, parents and the students in the Pender County Public School System. A School Resource Officer Program is hereby established in the public-school system of Pender County, North Carolina to promote a safe and secure environment on the campuses of the Pender County Public School System. The ultimate goal of the School Resource Officer Program is to provide a safe, inclusive and positive learning

environment for all students and educators.

School policing is intended to promote a safe, welcoming, and inclusive environment for all students, staff, and other members of the school community while recognizing that sworn police officers have constitutional, statutory and professional standards by which they are bound. The parties agree that in compliance with law the parties shall administer the School Resource Officer Program established under this MOU without discrimination against any person on the basis of sex, gender, race, color, religion, national origin, age or disability. Under no circumstances will any representative of any of the parties engage in any conduct in violation of state or federal anti-discrimination law in their interactions with students, including but not limited to any retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

Article II Duties of the Agencies

The SCPD shall provide a School Resource Officer as follows:

1. Qualification of SRO. The SCPD shall assign a regularly employed law enforcement officer to serve as SRO in PCPSS school. Assigned SRO will be a certified law enforcement officer by the State of North Carolina and must complete a forty (40) hour School Resource Officer training course through the North Carolina Justice Academy and Crisis Intervention Training (CIT). If the officer does not possess SRO training and/or CIT certification at the time of assignment, the Agency will ensure that the officer participates in any necessary coursework to receive the training and certification at the next available course offering.
2. Assignment of SRO. SRO position shall be filled by the providing Agency's directives and selection process. SRO should have no substantiated evidence of harassment, discrimination, disproportionate minority contact, improper use of force, or other serious performance issues in his/her work history that would make the officer inappropriate for performing duties as a SRO. In addition, SRO should have positive experience working with youth and/or in a school setting and should be willing and able to serve as a mentor for students. PCPSS may provide feedback to the Agency regarding SRO selection. The Agency shall ensure that the SRO participates in an orientation process conducted in collaboration between the Agency and the PCPSS to provide an overview of the School Resource Officer Program and review PCPSS policies and procedures.
3. Assignment of SRO Supervisor. The SCPD shall designate a regularly employed law enforcement officer to supervise the assigned SRO and to coordinate the functions of the SRO Program with the Superintendent or designee. The duties of the SRO supervisor shall include coordinating work assignments of the SRO, ensuring SRO compliance with directives and policies of the Agency and the PCPSS; coordinating SRO scheduling and work hours (vacation requests, sick leave, etc.); and addressing concerns and complaints regarding performance and conduct of SROs in collaboration with PCPSS and in accordance with Agency protocols.

-
4. SRO Training. Agency shall ensure that its SRO maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Agency in addition to any training and certification required under this MOU.
 5. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The SCPD shall collaborate with the PCPSS to host and/or attend an annual summit of SRO and school administrators to discuss issues relevant to the School Resource Officer Program and operations. The SCPD shall require the SRO to attend the annual summit and any other PCPSS or Agency orientations and guidance sessions designed for SRO that may occur periodically during the school year during the SRO regular duty hours, so long as the scheduling of the summit and guidance sessions offered by the PCPSS do not conflict with assignments from the Agency. Such guidance sessions shall be designed to provide resources to SRO on topics relevant to the School Resource Officer Program, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students. Repeated failure to attend the annual summit and any other PCPSS guidance sessions without a valid reason or proper notice may be grounds for the Superintendent to request removal of SRO pursuant to Article VI herein. Other law enforcement officers who supervise the SRO will be strongly encouraged to attend such sessions.
 6. SRO Work Hours and Absences. The SCPD shall not utilize the SRO during the designated workday for duties other than set forth herein, except in emergency situations that necessitate removal of the SRO from his/her normal duties pursuant to this MOU. In the event the SRO is temporarily unavailable on campus due to training, illness, approved leave, court hearing, or other reasons, the SCPD shall provide a replacement officer, whenever possible. The SCPD agrees to use all reasonable efforts to have a replacement SRO fill this void.
 7. Reporting. At least quarterly, The SCPD agrees to provide to the PCPSS reports of the aggregated number of referrals (reported by race, gender, offense charged, and school assignment) of PCPSS students by the SRO to the adult criminal justice system and/or juvenile intake counsel.

Article III

PCBOE Expectations of the SRO While Serving on Campus

1. SRO Work Hours, Uniform and Visibility on Campus. The SRO shall remain on the school grounds during normal school hours, except when necessary to attend to a law enforcement emergency, to attend any meetings or trainings described in this MOU, or

on limited occasions to attend to official law enforcement business off-campus. With the exception of emergency situations out of the SRO's control, the SRO shall give the PCPSS Senior Director of Security, the SRO supervisor, and principal or designee reasonable advance notice of any times when the SRO is not expected to be on campus during normal school hours, and the SCPD will provide a replacement officer to the extent possible in accordance with Article II, Section 6, of this MOU. The SRO shall wear the official law enforcement uniform or other apparel issued by the SCPD at all times while serving on PCBOE property and shall make best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur. The SRO shall, whenever possible and in accordance with guidance from the school principal or designee, participate in or attend school functions during the SRO's regular duty hours, to assure the peaceful operation of school-related programs. Security services for extracurricular activities held outside of school hours shall be addressed through a separate contract between the Board and that local law enforcement jurisdiction.

2. SRO Mentoring and Outreach. The SRO shall conduct himself or herself as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, and others associated with the school; and shall encourage students to develop positive attitudes towards the school, education, law enforcement officers, and positive living in general.
 - a. *Interaction with parent and faculty groups.* The SRO shall be strongly encouraged to attend meetings of parent and faculty groups to solicit their support and understanding of the School Resource Officer Program and to promote awareness of law enforcement functions during the SRO's regular duty hours.
 - b. *Information on community resources.* The SRO shall be familiar with community agencies that offer assistance to youths and their families, including but not limited to mental health clinics and drug treatment centers, and shall provide information on such agencies to students, parents, and/or school administrators when appropriate. In addition, the SRO shall provide information to the school principal, students, and parents regarding additional resources offered in community by providing afterschool and summer programs and opportunities for youth.
3. Law Enforcement Actions and Safety Interventions. The SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members within the school community, while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies. Use of force may be implemented pursuant to

Agency procedures and protocol as well as all applicable laws, if objectively reasonable based on the totality of the circumstances and shall not be excessive, arbitrary, or malicious. The SRO also shall, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of those present on the school campus.

- a. *Investigations and Arrests.* Criminal investigations and arrests by the SRO will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests. The SRO shall promptly notify appropriate school authorities whenever a SRO asks a student questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person or compromise an ongoing criminal investigation. The appropriate school authorities shall promptly notify the parent(s) or guardian of any student suspected of criminal wrongdoing, whenever an SRO asks a student questions of an investigative nature or takes any direct action against any student suspected of criminal wrongdoing. The SRO and school administrators shall collaborate and determine how such notice should be given in each individual circumstance. The SRO shall comply with Miranda and juvenile Miranda rules whenever applicable in the course of questioning individuals suspected of criminal wrongdoing. If an SRO questions, searches, or arrests a student at school, all reasonable efforts will be made to remove the student from other students and bystanders or otherwise to not bring undue attention to the student.
- b. *Searches.* The SRO shall be aware of and comply with all laws and standards regarding searches of persons and property while performing services pursuant to this MOU. The SRO shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. At no time shall SRO request that any PCPSS employee lead or conduct a search of a student for law enforcement purposes.
- c. *Interrogations.* In cases where the parent(s) or guardian cannot be reached and any questioning of a student is conducted without parental notification, the school principal or designee must be present during the questioning unless the SRO directs otherwise for safety or investigative reasons. Presence of the principal/designee does not in any way impact the SRO's duty, if applicable in the situation, to comply with the student's Miranda or juvenile Miranda rights. At no time shall the SRO request that any PCPSS employee act as an agent of the SRO or law enforcement in any interrogation.
- d. *Non-school Investigations.* The SRO shall comply with the PCBOE policy, Investigations and Arrests by Law Enforcement, regarding law enforcement investigations related to non-school matters. The SRO shall refrain from questioning students at school regarding non-school related matters unless the

SRO has a warrant or unless questioning, searching or arresting a student on school property at that time is necessary, in the discretion of the SRO, for the success of a law enforcement investigation or to prevent injury or crime.

4. School Discipline. The school administrator shall be solely responsible for implementing the student Code of Conduct and discipline policies. The school administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules. The SRO should generally not have any further involvement in routine disciplinary matters, such as tardiness, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behaviors and other similar minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the physical safety of staff, students, or others in the school environment.
 - a. *Searches*. The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless their assistance is requested by school personnel to maintain a safe and secure school environment.
 - b. *Interrogations*. The SRO will not be involved in questioning of students initiated and conducted by school personnel in disciplinary matters unless requested by the school personnel to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his or her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively question students.
5. Joint Law Enforcement and School Discipline Investigations. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g., when both the school administration and SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SRO to work in tandem. In such events, the criminal investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing. The SRO shall also adhere to all appropriate laws and standards governing law enforcement investigations and not assume that laws and standards that govern school disciplinary investigations will also apply to him or her in the course of conducting a criminal investigation.
6. Confidentiality; Access to Student Records. The SRO shall comply with all applicable laws, regulations, and PCBOE policies, including but not limited to laws, regulations and policies regarding access to confidential student records, provided that the SRO shall under no circumstances be required or expected to act in a manner inconsistent with

his/her duties as a law enforcement officer. The SRO may have access to confidential student records or to any personally identifiable information of any PCPSS student as defined in 34 CFR 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable PCBOE policies and procedures. The SRO shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purposes. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with the SRO under any of the following circumstances:

- a. The SRO is acting as a "school official" (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, the SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or designee has requested the SRO's assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts.
 - b. The SRO has written consent from a parent or eligible student to review the records or information in question.
 - c. The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.
 - d. The disclosure is made pursuant to a valid subpoena or court order, provided that advance notice of compliance is provided to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.
 - e. The information disclosed is "directory information" as defined by PCBOE Policy, and the parent or eligible student has not opted out of the disclosure of directory information.
 - f. The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable PCPSS policies and procedures.
7. Communication between the SRO and Principal. The SRO is expected to meet with the school principal and members of the administrative team designated by the principal on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.
8. Development of School Safety Plans. The SRO shall report any safety concerns to the school principal and or designee and shall confer with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The school principal will contact any other school system personnel who should be involved in these discussions.
9. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The SRO shall attend all orientations, meetings, summits, and information and guidance sessions

scheduled during the SRO's regular duty hours as requested by the SCPD and/or PCPSS in accordance with Article II, Paragraph 5 herein.

Article IV
Duties of the PCBOE and the PCPSS

1. Funding and Provision of Office Space and Access to School Community.
 - A. Pender County Government will:
 1. Provide 75% of the salary and benefits listed for a Pender County Deputy I/S.R.O. to the Town of Surf City on an annual basis. The salary will be reviewed annually to reevaluate increases in salaries and/or benefits. The total salary and benefits for year 2023 is \$66,134.16 The contribution for year 2023, 2024 and 2025 shall be \$49,600.62 Payments will be made July 1 of each year.
 - B. The Town of Surf City will:
 1. Incur the remainder of the salary of the assigned S.R.O.
 2. Incur all benefits from the town
 3. Incur all equipment, maintenance, training, and liability associated with the S.R.O.

The PCBOE, Superintendent, and School Principal agree to provide to the full-time SRO:

- a. Access to suitable accommodations at the school, which shall include a lockable room with limited access, telephone, desk, chair, computer and filing cabinet;
 - b. A radio for use on campus;
 - c. Keys to the assigned school; and
 - d. Reasonable opportunity to address students, teachers, school administrators, and parents about criminal justice, safety, and security issues relating to school- aged students.
2. Referrals to the SRO. Maintaining order in the school environment and investigating and responding to school discipline matters shall be the responsibility of the school administration. School administrators are expected to adhere to the student discipline procedures outlined in applicable state and federal law and Board policies. PCPSS shall refrain from involving the SRO in the response to student disciplinary incidents and the enforcement of disciplinary rules that do not constitute violations of law, except when necessary to support staff in maintaining a safe school environment. PCPSS shall provide training to school administrators regarding the role of the SRO and the appropriate involvement of the SRO in student matters that pose a threat to the safe school environment, at least on an annual basis. Such trainings shall include information on how to distinguish between disciplinary infractions appropriately handled by school officials versus threats to school safety that warrant a referral to law enforcement.
 3. Communication between SRO and Principal. School principal is expected to meet with the SRO on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities. The PCBOE authorizes the principal to report any crimes that occur on campus to the assigned SRO in compliance with all applicable state laws and

PCBOE policies that require school officials to report criminal acts occurring on school grounds to law enforcement.

4. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The PCPSS shall coordinate an orientation for SRO to discuss an overview of the School Resource Officer Program and review PCPSS policies and procedures. The PCPSS also shall host, in collaboration with the SCPD, an annual summit of SRO and school administrators to discuss issues relevant to the School Resource Officer Program and operations. Administrator and assigned SRO shall be required to attend the summit. In addition, the PCPSS shall offer additional guidance sessions and resources to the SRO on topics relevant to the School Resource Officer Program that may occur periodically during the school year, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students.

5. Data Collection and Reporting. The PCPSS, working in conjunction with the SRO, shall maintain data listed in Article II, Section 7 herein and other data on school-based discipline referrals that result in involvement with a SRO and/or law enforcement and review such data on an annual basis, including but not limited to the following information:
 - a. The name of the staff member making the referral;
 - b. Detailed information to explain the circumstances that led to the referral, including a description of the conduct and the setting;
 - c. The name of the SRO or other law enforcement involved and any actions taken in the response to the incident;
 - d. Names and roles of school staff members involved in the response to the incident;
 - e. The date of the referral;
 - f. The name, race, ethnicity, sex, age, disability status, English Language Learner (ELL) status, and grade level of the student(s) being referred and all other students involved in the incident;
 - g. Whether the referral to law enforcement was mandatory under G.S. 115C-288(g); and
 - h. A summary of the actions taken as a result of the incident (e.g. based upon the school administrator's knowledge, whether the student was questioned, searched or arrested on campus by law enforcement).

In addition, principal is expected to maintain documentation of all notifications received pursuant to G.S. 7B-3101 regarding juveniles who are alleged or found to be delinquent and shall preserve the confidentiality of such documentation in accordance with G.S. 115C-404.

6. Review of SRO Program. The Superintendent or his/her designee shall collect feedback from principal at least annually regarding the SRO program and provide feedback to the SCPD regarding the SRO program and the performance of the SRO on an annual basis.

Article V

Employment Status of School Resource Officer; Suspension or Reassignment

Each SRO shall remain an employee of his/her respective Agency and shall not be an employee of the PCBOE. Agency shall provide SRO with the same type benefits, equipment, supplies, and training as that provided to their regularly employed law enforcement officers.

If, in the discretion of the school principal or PCPSS Senior Director of Security, SRO is not effectively performing his/her duties or responsibilities, and/or receives a complaint from a staff member, student or parent about actions of the SRO, the Principal or Senior Director should report concerns to the SRO supervisor to address the performance concerns. In the event concerns continue or persist, the Principal or Senior Director shall recommend to the Superintendent that the SRO be removed from the program and shall state the reasons in writing. After receiving the recommendation from the Principal or Senior Director, the Superintendent or his/her designee, if s/he agrees, shall advise the Agency of the request. The Agency shall contact the Superintendent or his/her designee and shall agree to remove the SRO from serving PCPSS if, upon review by the Agency, there is verifiable, documented evidence of ongoing performance issues that have persisted despite the SRO being provided notice and an opportunity to improve.

In addition, if the Principal or PCPSS Senior Director of Security documents SRO misconduct that threatens the health or safety of students or staff, the PCPSS will immediately notify the SRO supervisor and provide copies of such documentation, and the Agency shall promptly remove the SRO from serving PCPSS until the completion of the Agency's review of the misconduct, consistent with the Agency's policies and ordinances and this MOU.

In the event of the resignation, dismissal, removal or reassignment of a SRO, the responsible Agency shall provide a replacement for the SRO within a reasonable period of time, to be discussed between the parties when a vacancy occurs. During such interim period, as much as reasonably possibly, the Agency shall assign an alternate law enforcement officer temporarily to carry out the duties of the SRO until a replacement can be secured. The Agency will agree to use all reasonable efforts to prioritize the assignment of the replacement officer.

Notwithstanding the foregoing, nothing in this MOU shall prohibit the Superintendent from preventing the access of any individual, including assigned SRO, to PCBOE property if the Superintendent determines it is in the best interest of the health and safety of PCPSS students. Likewise, the Agency reserves the right to suspend a SRO from duty with the PCPSS. During any period of suspension under this section, the Agency shall provide a replacement SRO pursuant to Article II, Section 6 herein.

Article VI
Term and Termination of MOU

The term of this MOU shall begin on July 1, 2023 and end on June 30, 2025, unless terminated earlier as provided herein. However, the parties shall review the terms of this MOU at least annually and may amend it at any time in writing and by mutual agreement.

Any party's participation in this MOU may be terminated by that party, with or without cause, upon ninety (90) days written notice to the other parties.

Article VII
Notice

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to Agency at its address listed on their respective signature page, and to the PCBOE at the address below:

If to PCBOE:

Pender County Public School
System Attn: Superintendent
925 Penderlea Highway
Burgaw, N.C. 28425

Article VIII
Miscellaneous Provisions

1. Sex Offender Registry Checks. The parties acknowledge that the requirements of G.S. 115C-332.1 apply to this MOU. Agency shall conduct an annual check of sworn law enforcement officer assigned as SRO on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Agency certifies that no individual may provide services to PCBOE under this MOU if he/she appears on any of the sex offender registries.

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2. Relationship of Parties. The Agency and the PCBOE shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto. Agency maintains control over its personnel and any employment rights of personnel assigned under this MOU shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.
 3. Governing Law; Venue. This MOU shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Pender County, North Carolina.
 4. Amendments and Modifications; Additional Policies and Procedures. This MOU may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOU. Notwithstanding the foregoing, the parties may develop additional policies and procedures by consent to implement this MOU, including but not limited to policies and procedures regarding reporting requirements and sharing information between PCPSS and the Agencies. Further, each party may develop internal policies and procedures to implement their respective obligations under this MOU.
 5. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this MOU.
 6. Severability. In the event that any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
 7. No Third Party Benefits. There are no third-party beneficiaries to this MOU. Nothing in this MOU shall create or give to third parties any claim or right of action against an Agency or a SRO.
 8. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
 9. E-verify. All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by the other demonstrating such compliance.

<Remainder of page intentionally left blank. Signatures follow.>

T

The Pender County Board of Education hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU), effective July 1, 2023.

X

Chair, Pender County Board of Education

Date

X

Manager, Pender County

Date

Surf City, NC 28445, hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) with the Pender County Board of Education, effective July 1, 2023.

X



2/12/2024

Town of Surf City

Date



**Pender County
Approval to accept \$62,484 State Fiscal
Recovery Funds Directed Grant for
Library**

TO: Board of County Commissioners
FROM: Allen Phillips-Bell
DATE: March 11, 2024
SUBJECT: Approval to accept \$62,484 State Fiscal Recovery Funds Directed Grant
for Library

SUMMARY:

Approval is being sought to accept \$62,484 in federal funding via a State Fiscal Recovery Funds Directed Grant administered by the Department of Natural and Cultural Resources and the State Library of North Carolina. This grant will cover part of the costs in the initial phases of the architectural and engineering services for the new Hampstead Branch Library project.

ACTION REQUESTED:

Approval to accept \$62,484 in federal funding via a State Fiscal Recovery Funds Directed Grant administered by the Department of Natural and Cultural Resources and the State Library of North Carolina.



NON-STATE ENTITY AWARD AGREEMENT
For Award 247 State Aid to Public Libraries

2000057929

US Treasury Expenditure Category: 6.1 Revenue Replacement

This AWARD AGREEMENT, entered into on the undersigned date by and between the Department of Natural and Cultural Resources (the Agency), State Library of North Carolina and **Pender County Public Library** (Grantee) (federal tax identification number **56-6000329-A**), is for the use of certain federal financial assistance as appropriated by the State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189). These federal funds are to be spent on government services, and the State Budget Act has appropriated the funds as state financial assistance to the Grantee as described in legislation. The Agency and the Grantee are referred to collectively as “the Parties” in this Award Agreement. This Award Agreement identifies and acknowledges the Parties’ respective major federal and state powers, obligations, and duties in managing and reporting on the funds described. The Parties hereto agree as follows:

SECTION 1. 1.1 Award Agreement Table of Contents.
General Information

SECTION 1. General Information	1.1 Award Agreement Table of Contents. 1.2 Federal Award Identification Table of References. 1.3 Definitions. 1.4 General Terms and Conditions. 1.5 Authorization. 1.6 Administering Offices. 1.7 Conflict between State and Federal Appropriation. 1.8 Disbursement Schedule. 1.9 Amount and Purpose of State Award. 1.10 Period of Performance. 1.11 Nonreverting Appropriation. 1.12 Recipient, Subrecipient, or Beneficiary.
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1.2. Federal Award Identification Table of References.

State Award Name: State Fiscal Recovery Funds

PANGRAM Agreement Number	<u>2000057929</u>	Assistance Listing Number 21.027
FEDERAL AWARD IDENTIFICATION (2 CFR 200.332(a)(1))		
<i>Recipient Name</i>	Pender County Public Library	
<i>Award Period of Performance Start and End Dates</i>	To cover eligible costs incurred beginning March 3, 2021, and ending with costs incurred or obligated by December 31, 2024, expended by December 31, 2026.	
<i>Federal Award Terms and Conditions</i>	https://home.treasury.gov/system/files/136/Financial-Assistance-Agreement-States-and-Territories.pdf	
<i>Amount of Federal Funds Obligated to This Project from this Award</i>	\$62,484	
<i>DNCR Contact Information</i>	Josh Davis, Chief Financial Officer 109 East Jones Street 4605 Mail Service Center Raleigh NC 27699-4605 (919)814-6725 joshua.davis@ncdcr.gov	
<i>Project Contact Information and Representative for Notices</i>	Susan Forbes Assistant State Librarian State Library of North Carolina 4640 Mail Service Center Raleigh, NC 27699 (919) 814-6786 susan.forbes@ncdcr.gov	

1.3 Definitions. Except as otherwise provided in the Award Agreement documents, the terms below shall have the following meanings in this Award Agreement:

"Agency" means the North Carolina Department of Natural and Cultural Resources.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Award Agreement" means a legal instrument that is used to document a relationship between the Agency and the Grantee.

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Award Agreement and included as a statement of certification by the Agency as part of the Grantee reporting package.

"Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

"Fiscal Year" means the annual operating year of the non-state entity.

"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Grant" means financial assistance provided by a state agency to an eligible grantee to carry out activities identified in the Award Agreement.

"Grantee" means an entity that receives State financial assistance.

"Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

"Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or state awards.

"State financial assistance" means state funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Award Agreement.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

"State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-state entities. Both federal and state funds maintain their identity as they are disbursed as financial assistance to other organizations.

"Subrecipient" means a non-state entity that receives state financial assistance from a Grantee to carry out part of a state program; but does not include an individual that is a beneficiary of such program.

1.4 General Terms and Conditions

1.4.1 Choice of Law: The validity of this Award Agreement and any of its terms or provisions, as well as the rights and duties of the Parties to this Award Agreement, are governed by the laws of North Carolina. The Grantee, by signing this Award Agreement, agrees and submits, solely for matters concerning this Award Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Award Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

1.4.2 Grantee's Duties: The Grantee shall submit to the Agency the "REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND" form, including the required enclosures.

The Grantee shall provide the services as described in Attachment A, Project Plan/Scope of Work/Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line-item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total award amount. For line-item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line-item adjustments requiring approval shall be effective only upon a dually executed amendment between the parties, in accordance with Section 1.4.21 of this Agreement. Amendments executed under this Paragraph shall include the new line-item adjustment(s) (Attachment B) and any changes in the Project Plan/Scope of Work/Description of Services (Attachment A) related to the duties and services affected by the line-item adjustment. An amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the parties. A violation of this Paragraph shall constitute a material breach and shall entitle the non-breaching party to all rights and actions available to it under the law.

1.4.3 Agency Duties: Grants shall be paid at the direction of the Director of State Budget. The total amount paid by the Agency to the Grantee under this Award Agreement is **\$62,484**. Grants of \$100,000 or more to or for the use of the Grantee shall be made in quarterly or monthly payments, in the discretion of the Director of State Budget. Grants of less than \$100,000 may

be made in one single payment. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices, and deliverables.

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

1.4.5 Key Personnel: The Grantee shall not substitute key personnel assigned to the performance of this Award Agreement without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel are those specified in Section 1.2 of this Award Agreement.

1.4.6 Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Agency, the Agency may:

- a. Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

1.4.7 Beneficiaries: Except as otherwise provided herein, this Award Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Award Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Award Agreement shall be deemed an incidental beneficiary only.

1.4.8 Indemnification: The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Award Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Award Agreement and that are attributable to the negligence or intentionally tortious acts of the Grantee.

1.4.9 Termination by Mutual Consent: The Parties may terminate this Award Agreement by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Award Agreement shall, at the option of the Agency, become its property. If the Award Agreement is terminated by the Agency as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Award Agreement.

1.4.10 Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Award Agreement in a timely and proper manner, the Agency shall have the right to terminate this Award Agreement by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Award Agreement. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Award Agreement shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this Award Agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Grantee, the State may procure the services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Grantee under this Award Agreement, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Award Agreement and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

1.4.11 Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Award Agreement by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Award Agreement unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Award Agreement.

1.4.12 Availability of Funds: The Parties to this Award Agreement agree and understand that the payment of the sums specified in this Award Agreement is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

1.4.13 Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

1.4.14 Survival of Promises: Except as otherwise provided herein or unless superseded by applicable federal or state statute of limitations, all promises, indemnifications, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Award Agreement expiration or termination date.

1.4.15 Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Award Agreement are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

1.4.16 Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

1.4.17 Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

1.4.18 Equal Employment Opportunity: The Grantee shall comply with all federal and state laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability. By signing this Agreement, the Grantee certifies its compliance with Title VI Civil Rights laws, and that it will cooperate in demonstrating compliance as may be required by the US Treasury. Further information on North Carolina's duties may be found in Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406).

1.4.19 Access to Persons and Records: The State Auditor and the Agency Internal Auditors shall have access to persons and records as a result of all contracts or grants entered into by state agencies or political subdivisions in accordance with N.C.G.S §. 147-64.7. Additionally, as the state funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by state agencies or political subdivisions.

1.4.20 Record Retention: The Grantee may be required to maintain records for at least five years after the completion of the last project across the entire set of SFRF projects funded by North Carolina's SFRF Award. There are differences in the record retention periods required by federal and state regulations. Under the federal Award Terms and Conditions for SFRF, records must be retained for a period of the longer of five years after all funds have been expended or returned to Treasury. Generally, records of state assistance to grantees (grantees of the funds in this Agreement) covered by 09 NCAC 03M .0703 must be retained for the longer of five years or until all audit exceptions have been resolved as measured on an individual grant basis. Because SFRF is a single federal award, it may be necessary to keep records of all project expenditures, including record-keeping by grantees, until the longest of the timelines finishes.

Therefore, the Grantee should seek specific written authorization from the Agency for destruction of any records prior to five years after all funds have been expended or returned to Treasury.

1.4.21 Amendment: This Award Agreement may not be amended orally or by performance. Any significant amendments to the plan or budget as described in Section 3.1 shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.

1.4.22 Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Award Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Award Agreement shall remain in full force and effect.

1.4.23 Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the Award Agreement and should not be used to construe the meaning of any text or content thereof.

1.4.24 Certification Regarding Collection of Taxes: N.C.G.S. § 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S. § 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all its affiliates (if any) collect all required federal, state, and local taxes.

1.4.25 Sales/Use Tax Refunds: If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Award Agreement, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

1.4.26 Travel Expenses: Travel expenses shall not be reimbursed in the performance of this Award Agreement. If travel is necessary in the performance of this Award Agreement, it shall be included in the approved project budget and narrative.

1.4.27 Entire Agreement: This Award Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Award Agreement and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Award Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

1.4.28 Gifts or Favors: By N.C.G.S. §133-32, it is unlawful for any vendor or contractor (i.e., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any state employee of the Governor's cabinet agencies. This prohibition covers those vendors and contractors who:

- (1) have a contract with a government agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Award Agreement.

1.4.29 Effective Period: This Award Agreement shall be effective upon signature by all Parties to this Award Agreement and shall terminate upon final expenditure of all funds and submission of all reports as required by law.

1.4.30 Conflict of Interest Policy: Grantees shall have on file with the Agency a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management, employees, and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and shall include actions to be

taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds.

1.4.31 Statement of No Overdue Tax Debts: The Grantee's sworn written statement pursuant to N.C.G.S. § 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the federal, state, or local level, is attached as Attachment D. Grantee acknowledges that the written statement must be filed before the Agency may disburse the grant funds.

1.4.32 Requirements: This Award Agreement is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).

The Grantee must ensure that grant funds disbursed under this Award Agreement are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

1.4.33 Disbursements: As a condition of this Award Agreement, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements.
- (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee's accounting system.
- (c) Assure adequate control of signature stamps/plates.
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.

1.4.34 Outsourcing/Assignability/Subcontracting: The Grantee shall not subgrant any of the work contemplated under this Award Agreement without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subgrantee or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Award Agreement. Furthermore, any subrecipient must agree to abide by the standards contained in this Award Agreement and to provide all information to allow the Grantee to comply with these standards.

1.4.35 Cap State-Funded Portion of Nonprofit Salaries: Pursuant to Session Law 2017-57, Section 6.4, no more than one hundred twenty thousand dollars (\$120,000) in state funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of the Grantee.

1.4.36 Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other Party within 30 calendar days of such change.

1.5. Authorization. This Award Agreement applies to federal Coronavirus State Fiscal Recovery Funds authorized in section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, awarded to North Carolina, and appropriated in North Carolina by the 2021 Appropriations Act, S.L. 2021-180. Later legislation may modify these appropriations such as by technical corrections in S.L. 2021-189.

1.6 Administering Offices. The 2021 Appropriations Act directed the Office of State Budget and Management, Pandemic Recovery Office, to transfer these funds to the Agency to allocate to the Grantee. Session Law 2020-4 Section 4.3 directed the Office of State Budget and Management to establish the North Carolina Pandemic Recovery Office to perform the following:

OSBM shall establish a temporary North Carolina Pandemic Recovery Office to oversee and coordinate funds made available under COVID-19 Recovery Legislation. This Office shall also provide technical assistance and ensure coordination of federal funds received by state agencies and local governments and ensure proper reporting and accounting of all funds.

Similarly, the Agency will be responsible for providing technical assistance and ensuring coordination among Grantees for the proper reporting and accounting of funds received from the Agency through this program.

1.7 Conflict between State and Federal Appropriation. Session Law 2021-180 Section 4.9(c) directs that if there is a conflict between federal law and an appropriation in the state budget, the following obligations apply:

Conflict. – If an allocation made under this act of State Fiscal Recovery Fund funds is found to be disallowed by federal law, the disallowed allocation is repealed, and the Office of State

Budget and Management shall transfer the amount of the disallowed allocation to the State Fiscal Recovery Reserve. If the funds have been allocated to a nonprofit corporation, and the use of funds by the nonprofit corporation is disallowed by federal law, the nonprofit corporation shall return the amount of funds allocated to the nonprofit corporation to the Agency to transfer the disallowed, repealed allocation, as provided in this section.

The Grantee should promptly notify the Agency if, on the basis of official guidance or other analysis, that the allocation itself, or its use in a project design or implementation, may not be allowed by federal law.

1.8. Disbursement Schedule. Session Law 2021-180 Section 4.9(e) directs the Agency to disburse funds to nonprofits as follows:

State Fiscal Recovery Fund funds shall be allocated to nonprofit organizations on a quarterly basis unless OSBM determines that cash flow or the nature of the program being funded requires otherwise.

The Agency will follow the same quarterly disbursement schedule for all non-state entities unless it determines that cash flow or the nature of the program being funded requires otherwise. Determination of beneficiary status in Section 1.12 below may indicate the “nature of the program” requires a different disbursement schedule.

1.9 Amount and Purpose of Award. The federal award to North Carolina provides financial assistance for the State to do the following (emphasis added):

- a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- d) To make necessary investments in water, sewer, or broadband infrastructure.

Utilizing revenue replacement for government services, the Grantee has been selected in the 2021 Appropriations Act to receive and administer the following with a total allocation of up to **\$62,484**.

1.10 Period of Performance. The recipient must provide the Agency approval project plans and budgets as detailed under State Requirements in Section 3. The federal period of performance requires that eligible expenditures must be incurred or obligated by December 31, 2024, and expended by December 31, 2026, as allowed by federal law and regulation. For information on eligible

costs incurred prior to the signing of this Award Agreement, see applicable federal law and regulations and guidance issued by the US Department of the Treasury for use of these funds and consult with the Agency.

1.11 Nonreverting Appropriation. Session Law 2021-180 Section 4.9(k) establishes this as a non-reverting state appropriation over multiple fiscal years:

Reversion. – The funds appropriated in this act from the State Fiscal Recovery Fund shall not revert at the end of each fiscal year of the 2021-2023 fiscal biennium but shall remain available to expend until the date set by applicable federal law or guidance.

1.12 Recipient, Subrecipient or Beneficiary. For the purpose of determining the applicability of 2 CFR 200 Uniform Guidance and of 09 NCAC 03M, NCPRO looks first to the designation of federal financial assistance allocated by the state budget process for the provision of government services within the total calculated revenue loss. NCPRO does not view the provision of government services to make it a federal “Pass-through entity (PTE) [as] a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program” as defined in 2 CFR 200.1, beyond fulfilling the federal program purpose of replacing revenue to be used to provide government services as determined at the state level. To determine applicability of 09 NCAC 03M .0102 requires review of whether the appropriation describes a state program purpose or is solely financial assistance. For state Administrative Code definitions of a covered “recipient” or “subrecipient” receiving financial assistance “to carry out part of a state program,” or is a non-covered “beneficiary,” NCPRO adopts the rationale described in the federal SLFRF discussion of “Distinguishing Subrecipients and Beneficiaries” including the following excerpt, because the state Administrative Code adopted the same definition in 09 NCAC 03M .0102 (10) and (14) as in 2 CFR 200.1 that a federal subrecipient “does not include an individual that is a beneficiary of such program:”

The distinction between a subrecipient and a beneficiary, therefore, is contingent upon the rationale for why a recipient is providing funds to the individual or entity. If the recipient is providing funds to the individual or entity for the purpose of carrying out a SLFRF program or project on behalf of the recipient, the individual or entity is acting as a subrecipient. Acting as a subrecipient, the individual or entity is subject to subrecipient monitoring and reporting requirements. Conversely, if the recipient is providing funds to the individual or entity for the purpose of directly benefitting the individual or entity as a result of experiencing a public health impact or negative economic impact of the pandemic, the individual or entity is acting as a beneficiary. Acting as a beneficiary, the individual or entity is not subject to subrecipient monitoring and reporting requirements.

Whether the recipient of this non-state entity award is a beneficiary is a determination by OSBM/NCPRO, as are determinations of further subawards by the Grantee.

**SECTION 2.
Federal
Requirements**

2.1 Federal Award Terms and Conditions. The parties acknowledge that these funds constitute federal financial assistance to the State of North Carolina and its recipients, and, therefore, use of these funds must be in accordance with federal uniform guidance found in 2 CFR 200, where applicable, and that none of these requirements is waived by recitations or terms of this Agreement or representations of the parties later during the term of performance, closeout, or post-closeout period except as allowed by law. The State of North Carolina is named by as the Prime Recipient of these federal funds and the Federal Award Terms and Conditions bind the recipient and its vendors, contractors and subrecipients, if any. The recipient specifically acknowledges responsibility for its duties under 2 CFR 200, Subpart E, "Cost Principles," as required of recipients/subrecipients by operation of 09 NCAC 03M .0201.

2.2 FFATA Required Executive Compensation Information. Before disbursing funds to recipients, the State must document compliance with the Federal Funds Accountability and Transparency Act. The FFATA requires public disclosure of executive compensation in certain federally-funded organizations. By signing this Agreement, the Grantee certifies that its answers to one or both questions is "No:" 1) *The recipient received 80% or more of its annual gross revenues from federal awards (contracts or subcontracts, loans, grants or subgrants, cooperative agreements)? Y/N* and/or whether 2) *The total of the recipients' annual federal awards equaled or exceeded \$25,000,000? Y/N.* If the answer to either question is "No," no further disclosure is required. If the answer to both questions is "yes," then upon disclosure in writing, the Grantee may sign this Award Agreement, and consult with the Agency and NCPRO regarding how to publicly report the compensation information of its five most highly compensated executives.

2.3 FFATA Reporting on Grants and Contracts over \$50,000. For each Contract, Grant, Loan, Transfer, or Direct Payment greater than \$50,000, information must be obtained and reported through NCPRO to US Treasury, which may include:

- Subrecipient/beneficiary/vendor/contractor identifying and demographic information (e.g., legal name, whether registered in SAM.gov, DUNS/UEI/TIN and location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance

- Related project identification number(s) (created by the recipient)
- Related project name(s)
- Period of performance start and end date
- Quarterly obligation amount
- Quarterly expenditure amount

See latest guidance from US Treasury: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>

**SECTION 3.
State Requirements**

3.1 State Administrative Code Requirements. The parties acknowledge that these funds constitute federal financial assistance to the State of North Carolina to provide government services, and the State Budget Act appropriates the funds as state financial assistance to the named Grantee. Therefore, use of these funds must be in accordance with state regulations found in Title 09, Subchapter 03M of the North Carolina Administrative Code, and that none of these requirements is waived by recitations or terms of this Award Agreement or representations of the parties later during the term of performance, closeout, or post-closeout period except as allowed by law.

3.1.1 Reporting. Grantee agrees to comply with all annual reporting requirements on the financial assistance awarded by this Award Agreement as found in 09 NCAC 03M .0205, specifically certifying that the financial assistance received or held was used for the purposes for which it was awarded, providing an accounting of all financial assistance received, held, used, or expended, activities and accomplishments undertaken by the Grantee including performance measures established hereby, and required single or program-specific audit as may be required.

3.1.2 Project Plan/Scope of Work/Description of Services. Grantee agrees to provide a project plan/scope of work/description of services to be attached as Appendix A that specifies the purpose of the award, services to be provided, objectives to be achieved, and expected results as required by 09 NCAC 03M .0703 (1).

3.1.3 Budget. Grantee agrees to provide a budget for the project to be attached as Appendix B as required by 09 NCAC 03M .0703 (8) including an anticipated schedule of payments for the project duration.

3.2 Disbursement Requests. Implementation of programs and services under ARPA/SFRF is not intended as a reimbursement process. Unless otherwise agreed, the Grantee will submit disbursement requests on a forward-looking quarterly basis and will provide as justification its estimated cash flow needs for the upcoming quarter. The Agency and NCPRO will evaluate the

quarterly justification based on program descriptions, operating plans, and past use of funds to avoid accumulation of excessive cash reserves beyond operating needs for successful implementation and delivery of services.

3.3 Financial Reporting. The Grantee will provide monthly program and expenditure reports to the Agency as requested to fulfill its oversight, coordination, accounting, and reporting responsibilities internal to state government. The Grantee will provide quarterly financial and performance reporting for the purpose of legislative reporting mandated under SL 2021-180 and US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and procedures for timely and accurate reporting.

3.4 Performance Reporting. Grantee will provide, at a minimum, quarterly performance reports to the Agency as requested to fulfill its responsibilities internal to state government and for the purpose of US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and reporting procedures to ensure timely and accurate reporting.

**SECTION 4.
Monitoring Plan**

4.1 Monitoring Plan. For recipients/subrecipients (not beneficiaries), the Agency will conduct an annual risk assessment and develop a suitable monitoring plan to ensure compliance with these terms and identify any failures in the administration and performance of the Award. Monitoring activities will be selected based on an assigned risk of low, moderate, or high and may be based on factors including recent history of grant management, audit findings and corrective actions, and knowledge and experience of key personnel assigned. Monitoring activities may include review of monthly performance and financial reports, telephone and email interviews, desk audits of underlying documentation, and site visits (actual or virtual) to interview key personnel, to see performance sites, and to review files. The assessment and monitoring plan will also serve to identify whether the Grantee needs additional technical assistance to ensure success in timely meeting these requirements. Ongoing monitoring will be used to document allowable and unallowable costs, time and effort reporting and travel, achievement of performance objectives, and timely and accurate data reporting as appropriate. Monitoring also will be used to follow up on findings identified in earlier monitoring activities or after an audit to ensure that the Grantee took corrective action. If necessary, the Agency may amend the terms of the Award Agreement, plan, or budget to require implementation of additional terms to address deficiencies as a condition of continued funding disbursements. Special terms may be removed once a subsequent Grantee risk assessment shows a substantial reduction of risk.

**SECTION 5.
Closeout**

5.1 Closeout. The State of North Carolina as a prime recipient of a federal award will develop suitable closeout procedures in accordance with federal and state regulation and guidance from the US Treasury current at the time of signing and as may be promulgated and published during and after the period of performance. This includes determining timelines for completion of program and closeout tasks; determining whether all applicable administrative actions and all required work have been completed by the State and Grantee at the end of the period of performance; and requirements for liquidation of property or encumbered expenses if necessary; all in compliance with applicable law and guidance.

**SECTION 6.
Signatures**

IN WITNESS WHEREOF, the Parties have executed this Award Agreement by their duly authorized officers. For unincorporated associations, an affidavit similar to that required for transfer of real property under N.C.G.S. § 59B-6 must be provided prior to disbursement, attesting to the capacity of the Authorized Representative to receive and direct the funds and bind the unincorporated association to the terms of this Agreement:

FOR Grantee

By Library Director: _____
Date
Allen Phillips-Bell, Library Director

The type of library and its governance determine the signature required on this document:
In addition to the library director:
County Library: Chair of County Commissioners
Regional Library: Chair of Regional Board of Trustees
Municipal Library: Chair of Town/City Council
Independent County Library: Chair of Board of Trustees

By Authorized Official: _____
Date

(Name), (Title)

FOR DNCR

By Authorized Representative:
Josh Davis, Chief Financial Officer

Date

By Authorized Representative:
Michelle Underhill, State Librarian

Date

By Authorized Representative:
Staci Meyer, Chief Deputy Secretary

Date

ADDENDA

Attachment A. Project Plan/Scope of Work/Description of Services.
Attachment B. Line-Item Budget.
Attachment C. Notice of Certain Reporting and Audit Requirements
Attachment D. No Overdue Tax Debts Form.

Attachment A

Project Plan/Scope of Work/Description of Services

Session Law 2021-180 appropriated funds to the Grantee. Public Libraries in North Carolina suffered adverse economic impacts due to the COVID-19 Pandemic. The Grantee will use the **\$62,484** for materials, salaries, equipment, and operating costs, which are consistent with allowable uses outlined in 07 NCAC 021 .0202 State Aid Grants from the Aid to Public Library Fund.

**Attachment B
Line-Item Budget**

Revenue	
State Fiscal Recovery Funds Directed Grant	\$62,484

Expenses	Project Cost
Aid to Libraries project costs such as materials, salaries, equipment, and operating costs	\$62,484

Attachment C
Notice of Certain Reporting and Audit Requirements

The Grantee shall comply with all rules and reporting requirements established by state statute or administrative rules. [as detailed in SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE [subchapter 3m rules.pdf \(state.nc.us\)](#)] For convenience, the requirements are set forth in this Attachment.

State Reporting Thresholds.

There are three reporting levels established for grantees and subrecipients receiving state financial assistance. Reporting levels are based on the level of state financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that state financial assistance received or held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all state financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Award Agreement.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (also known as the Yellow Book).

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Award Agreement shall be allowable charges to state and federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Award Agreement shall not be charged to state awards.

Notwithstanding the provisions of this Award Agreement, a grantee may satisfy the reporting requirements of this Award Agreement by submitting a copy of the report required under federal law with respect to the same funds.

Additional DNCR Financial and Performance Reporting Requirements

Financial Reporting. The Grantee will provide monthly program and expenditure reports to the Agency as requested to fulfill its oversight, coordination, accounting, and reporting responsibilities internal to state government. The Grantee will provide quarterly financial and performance reporting for the purpose of legislative reporting mandated under SL 2021-180 and US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and procedures for timely and accurate reporting.

Performance Reporting. Grantee will provide, at a minimum, quarterly performance reports to the Agency as requested to fulfill its responsibilities internal to state government and for the purpose of US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and reporting procedures to ensure timely and accurate reporting.

Attachment D

No Overdue Tax Debts Form



Pender County Resolution Expressing Support for Contingency Funding for Two Traffic Signals on Hwy. 17

TO: Board of County Commissioners
FROM: Patrick Buffkin
DATE: March 11, 2024
SUBJECT: Resolution Expressing Support for Contingency Funding for Two Traffic Signals on Hwy. 17

SUMMARY:

On February 20, 2024, at the regular meeting of the Board of Commissioners, Chair George reported to the Board that a community group has requested an expression of support from the Board for the installation of two traffic signals on Highway 17, one at the intersection of Highway 17 and Sloop Point Rd., and one at the intersection of Highway 17 and Royal Tern Dr. In addition, Pender County's legislative delegation is developing a contingency funding request to support the two traffic signal projects, and requested a resolution of the Board of Commissioners expressing support for the two traffic signal projects.

The attached resolution expresses the Board of Commissioners support for the two traffic signal projects. In addition, a letter of support will be sent to the community group.

ACTION REQUESTED:

Approval of the attached resolution

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



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
EXPRESSING SUPPORT FOR CONTINGENCY FUNDING TO INSTALL TRAFFIC
SIGNALS ON NC HWY 17 IN HAMPSTEAD**

WHEREAS, N.C. Highway 17 is a vital transportation corridor in the Hampstead area of Pender County, running from the New Hanover County line to the Onslow County line; and

WHEREAS, traffic on N.C. Highway 17 exceeds the road capacity and often exceeds the lawful speed limit, endangering the public and making it increasingly difficult for people who live and work in Hampstead to travel to their destinations; and

WHEREAS, the Pender County legislative delegation is developing a contingency funding request to install traffic signals at the intersections of N.C. Highway 17 and Sloop Point Rd. and N.C. Highway 17 and Royal Tern Dr., and requested a resolution of the Board of Commissioners to support that request.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS
OF PENDER COUNTY, NORTH CAROLINA THAT:**

1. The Board of Commissioners expresses its support for the contingency funding requests to install traffic signals at the intersections of N.C. Highway 17 and Sloop Point Rd. and of N.C. Highway 17 and Royal Tern Dr.

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



**Pender County
Resolution of the Pender County Board
of Commissioners Authorizing Upset Bid
Process with respect to the Disposition
by Sale of Parcel 2384-79-9996-0000
Located off of Willard Road in Willard,
NC**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: October 16, 2023
SUBJECT: Resolution of the Pender County Board of Commissioners Authorizing
Upset Bid Process with respect to the Disposition by Sale of Parcel
2384-79-9996-0000 Located off of Willard Road in Willard, NC

SUMMARY:

The County has received an offer of \$13,500 to purchase parcel 2384-79-9996-0000 located off of Willard Road in Willard. County Staff reviewed the offer and sought the advice of the County Tax Administrator's office to measure the reasonableness of the offer terms. County Staff are of the opinion that the offer is fair and reasonable.

Per GIS, this parcel is approximately 1 acre wooded lot, with no apparent road access in the Union community.

ACTION REQUESTED:

County Staff requests the Board's approval of a resolution to authorize the Upset Bid Process pursuant to G.S. 160A-269 with respect to the sale of parcel 2384-79-9996-0000. If the Board approves the attached resolution, and upon receipt of the deposit required by the statute, County Staff will publish notice of the offer, which begins the 10-day upset bid period under the statute. Should no upset bids be received, the County will accept the offer from Mr. Curtis West, and proceed to due diligence and closing within approximately 1 month. Should an upset bid be received, Mr. Curtis West's offer will terminate, and the upset bid process will run again, with Mr. Curtis West having an opportunity to submit an upset bid.



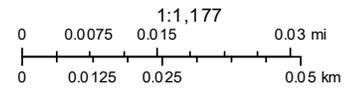
PIN: 2384-79-9996-0000
Owner: PENDER COUNTY
 PO BOX 5
 BURGAW, NC 28425
Deed Ref: 4691/2518

Property Address:
Description:

Sale Price: \$3,500
Sale Date: 08/21/2019
Plat: NOPLAT
Account No: 1003340
Township: UNION
Subdivision:
Tax Codes: G01 F27 R40

Acres: 1
Land Value: \$13,500
Building Value: \$0
Total value: \$13,500
Deferred Value: \$0
Exempt Amount: 13500
PCL Class: E
Heated Sq Feet:

Pender County



1 inch = 98 feet

08/21/2019



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 Authorizing Upset Bid Process with respect to the Disposition by Sale of Parcel 2384-79-9996-0000 Located in Union Township, NC

WHEREAS, Pender County, North Carolina (hereinafter, “the County”) owns certain property located in Union Township consisting of approximately 1.0 acre, assigned as Property Tax Identification Number 2384-79-9996-0000 in the records of the County’s Property Tax Administrators Office, more potentiality described in the deed in Book 4691 at page 2500, in the office of the Pender County Register of Deeds; and

WHEREAS, N. C. G. S. §§ 153A-176 and 160A-269 authorize the County to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County has received an offer to purchase the 1.0-acre parcel described herein, in the amount of \$13,500.00, which offer was submitted by Mr. Curtis West, Sr.

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

1. The sale of the property described herein through the upset bid procedure of N.C. Gen. Stat. § 160A-269 shall be, and the same is hereby, authorized;
2. Upon receipt of the deposit in the amount required by N.C. Gen. Stat. § 160A-269, the Clerk to the Board of County Commissioners shall cause a notice of the proposed sale to be published in accordance with the requirements of that statute, including, that the notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset;
3. Persons wishing to upset the offer received shall submit a sealed bid with their offer to the office of the Clerk to the Board of Commissioners within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Clerk to the Board of Commissioners shall open the bids received, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer;
4. If a qualifying higher bid is received, the Clerk to the Board of Commissioners shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Pender County Board of Commissioners;



5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer, which amount is not less than \$14,225.00;

6. A qualifying higher bid shall be accompanied by a deposit in the amount of five percent (5%) of the bid, which may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing;

7. The terms of the final sale are that the Board of Commissioners must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and that the buyer must pay with cash at the time of closing;

8. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids; and

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above shall be, and the same is hereby, accepted, and the appropriate County officials are authorized to execute the instruments necessary to convey the property to Mr. Curtis West, Sr.

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

Brad George,
Chair of the Board of Commissioners

ATTEST: _____
Clerk to the Board of Commissioners



**Pender County
Resolution of the Pender County Board
of Commissioners Authorizing Upset Bid
Process with respect to the Disposition
by Sale of Parcel 2385-31-8240-0000
Located on Bay Road in Union, NC**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: March 11, 2024
SUBJECT: Resolution of the Pender County Board of Commissioners Authorizing
Upset Bid Process with respect to the Disposition by Sale of Parcel
2385-31-8240-0000 Located on Bay Road in Union, NC

SUMMARY:

The County has received an offer of \$16,000 to purchase parcel 2385-31-8240-0000 located on Bay Road in Union. County Staff reviewed the offer and sought the advice of the County Tax Administrator's office to measure the reasonableness of the offer terms. County Staff are of the opinion that the offer is fair and reasonable.

Per GIS, this parcel is approximately 0.6 acre wooded lot, with the remains of a dilapidated structure, and road frontage in the Union community.

ACTION REQUESTED:

County Staff requests the Board's approval of a resolution to authorize the Upset Bid Process pursuant to G.S. 160A-269 with respect to the sale of parcel 2385-31-8240-0000. If the Board approves the attached resolution, and upon receipt of the deposit required by the statute, County Staff will publish notice of the offer, which begins the 10-day upset bid period under the statute. Should no upset bids be received, the County will accept the offer from Mr. Tommie Lancaster, and proceed to due diligence and closing within approximately 1 month. Should an upset bid be received, Mr. Tommie Lancaster's offer will terminate, and the upset bid process will run again, with Mr. Tommie Lancaster having an opportunity to submit an upset bid.



PIN: 2385-31-8240-0000

Owner: PENDER CNTY
PO BOX 5
BURGAW, NC 28425

Deed Ref: 4622/579

Property Address: 2875 BAY RD
Description: .63 AC ON RD 1301 NEAR RD 1001

Sale Price: \$3,000

Sale Date: 06/14/2016

Plat: NOPLAT

Account No: 971336

Township: UNION

Subdivision:

Tax Codes: G01 F27 R40 S64

Acres: 0.63

Land Value:

Building Value:

Total value: *

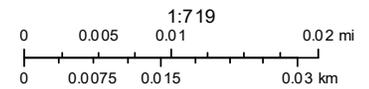
Deferred Value:

Exempt Amount: EXEM_AMT

PCL Class: EX-1

Heated Sq Feet: 960

Pender County



1 inch = 60 feet

06/14/2016



*Per Eric Davis, PC Tax Assessor's Office, the current value is \$15,881

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 Authorizing Upset Bid Process with respect to the Disposition by Sale of Parcel 2385-31-8240-0000 Located at 2875 Bay Road, Union Township

WHEREAS, Pender County, North Carolina (hereinafter, “the County”) owns certain property located at 2875 Bay Rd in Union Township consisting of approximately .63 acre, assigned as Property Tax Identification Number 2385-31-8240-0000 in the records of the County’s Property Tax Administrators Office, more potentiality described in the deed in Book 4622 at pages 579-580, in the office of the Pender County Register of Deeds; and

WHEREAS, N. C. G. S. §§ 153A-176 and 160A-269 authorize the County to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County has received an offer to purchase the .63 acre parcel described herein, in the amount of \$16,000.00, which offer was submitted by Mr. Tommie Lancaster.

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

1. The sale of the property described herein through the upset bid procedure of N.C. Gen. Stat. § 160A-269 shall be, and the same is hereby, authorized;
2. Upon receipt of the deposit in the amount required by N.C. Gen. Stat. § 160A-269, the Clerk to the Board of County Commissioners shall cause a notice of the proposed sale to be published in accordance with the requirements of that statute, including, that the notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset;
3. Persons wishing to upset the offer received shall submit a sealed bid with their offer to the office of the Clerk to the Board of Commissioners within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Clerk to the Board of Commissioners shall open the bids received, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer;
4. If a qualifying higher bid is received, the Clerk to the Board of Commissioners shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Pender County Board of Commissioners;



5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer, which amount is not less than \$18,350.00;

6. A qualifying higher bid shall be accompanied by a deposit in the amount of five percent (5%) of the bid, which may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing;

7. The terms of the final sale are that the Board of Commissioners must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and that the buyer must pay with cash at the time of closing;

8. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids; and

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above shall be, and the same is hereby, accepted, and the appropriate County officials are authorized to execute the instruments necessary to convey the property to Mr. Tommie Lancaster.

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

Brad George,
Chair of the Board of Commissioners

ATTEST: _____
Clerk to the Board of Commissioners



Pender County Board of Commissioners

TO: Board of County Commissioners
FROM: Carolyn Moser
DATE: March 11, 2024
SUBJECT: Resolution to Direct the Expenditure of Opioid Settlement Funds

SUMMARY:

- Pender County, as part of the National Opioid Settlement, is to receive \$6,845,677 over 18 years
- FY 22/23 and FY 23/24 County to Receive \$1,450,327
- To Date, the county has received \$1,196,404.34
- Four RFP's were received requesting opioid funds.

Three Projects are recommended for funding:

- Sheriff's Department - Provide early intervention services to Pender County youth through the Drug Abuse Resistance Education program (DARE). Initial focus to be 5th grade students. They plan to hire two officers; Obtain two new vehicles; purchase DARE materials.

- Coastal Horizons Center - Develop a Post Overdose Response Team (PORT) program in Pender County. Plans are to hire staff who will connect with people who have overdosed, those at high risk of an overdose event and others who are at risk for an overdose. They will offer linkages to treatment. Those not interested will receive a weekly contact to engage in treatment.

- Pender County Schools - To partner with other agencies to provide early intervention and skill building to middle and high school staff; families; and students.

- Funding will be provided over a three-year period thus allowing opportunities to assure goals are met.
- The first-year funding requests equal \$536,780
- These proposals offered outreach impacting higher volumes of residents. The fourth proposal was limited in the number of people served.

ACTION REQUESTED:

To request a Resolution and Budget Amendment to spend \$536,780 to the above programs.

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



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

A RESOLUTION BY THE COUNTY OF PENDER TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

WHEREAS Pender County has joined the national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and drug maker Johnson and Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”);

WHEREAS Pender County has received Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states:

E.6 Process for drawing from special revenue funds.

a. Budget item of resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period.

b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, Pender County authorizes the expenditure of opioid settlement funds as follows:

1. Strategy Authorized

- a. Name of Strategy: Drug Abuse Resistance Education (DARE)
- b. Strategy: Option A-High Impact Opioid Abatement Strategies List
- c. Exhibit A of the MOA: Strategy #6- Early Intervention
- d. Amount authorized for this strategy: \$634,883
- e. Period of time during which the expenditure may take place: Start Date 04/01/2024 through End Date 06/30/2027
- f. Description of the program, project, or activity: Police Officer-led classes teaching 5th grade students and expanding to incorporate a higher grade level for years two and three. DARE focuses on how to resist peer pressure and live productive drug and violence-free lives.
- g. Provider: Pender County Sheriff's Department.

2. Strategy Authorized

- a. Name of Strategy: Post-Overdose Response Team (PORT)
- b. Strategy: Option A-High Impact Opioid Abatement Strategies List
- c. Exhibit A of the MOA: Strategy #8- Post-Overdose Response Team
- d. Amount authorized for this strategy: \$656,812
- e. Period of time during which the expenditure may take place: Start Date 04/01/2024 through End Date 06/30/2027
- f. Description of the program, project, or activity: PORT program will identify those individuals that recently experienced an overdose and connect them to programs that will offer support and access to life-saving services.
- g. Provider: Coastal Horizons Center, Inc.

3. Strategy Authorized

- a. Name of Strategy: Training and Skill-Building
- b. Strategy: Option A-High Impact Opioid Abatement Strategies List
- c. Exhibit A of the MOA: Strategy #6- Early Intervention
- d. Amount authorized for this strategy: \$37,200
- e. Period of time during which the expenditure may take place: Start Date 04/01/2024 through End Date 06/30/2027
- f. Description of the program, project, or activity: Training will be conducted for middle and high school students and families in the county. The focus will be on the signs and symptoms of drug misuse, trends in drug misuse, and resources for schools and families. Sessions will include: Adolescent Brain Development and Addiction, Drugs Uncovered- What Parents Need to Know; and CATCH My Breath, a youth vaping prevention program
- g. Provider: Pender County Schools

The total dollar amount of Opioid Settlement funds appropriated across the above-named authorized strategies is **\$1,328,895**. This authorization becomes effective April 1, 2024 and will end June 30, 2027.

Adopted this the 11th day of March, 2024.

Brad George, Chair
Pender County Board of Commissioners

ATTEST:

Pender County Clerk to the Board

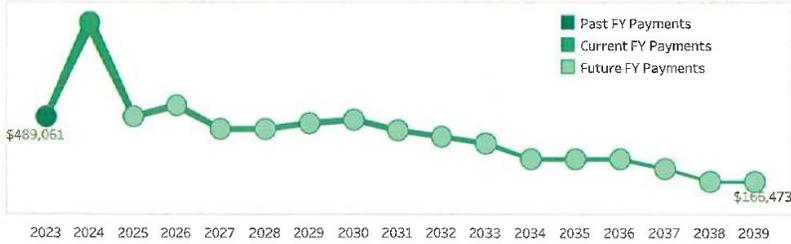
Choose a Place:

Pender

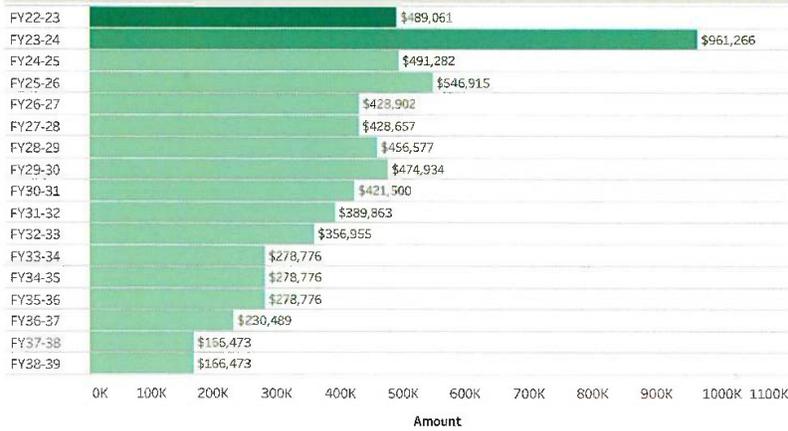
18 Year Payment to Pender during 2022-2038:

\$6,845,677

Payments Over Time - Pender



Payment Table - Pender



Download Local Payout Schedule:

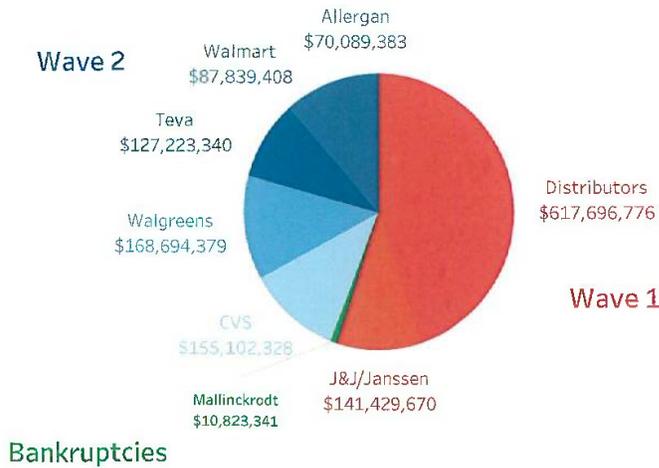


Download Payouts for All Locations:



Last Modified: Nov 2023

Total NC Payments by Settlement



Pender County Budget Ordinance Amendment

Fiscal Year **FY 2023-2024**

Department **VARIOUS**

Division, Program, Project, etc. Fund 24 - Opioid Settlement Funds

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	24-399000	Fund Balance Appropriated	536,780.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	24-404500	Contracted Services	536,780.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 536780

Total Expenditures 536780

Budget Amendment Balances when Zero. 0

Prepared By: Donna Ramos

Email dramos@pendercountync.gov



Pender County Resolution Accepting Strategic Buyout Program Properties

TO: Board of County Commissioners
FROM: Daniel Adams
DATE: March 11, 2024
SUBJECT: Resolution Accepting Strategic Buyout Program Properties

SUMMARY:

At their May 1, 2023, meeting, the Board of Commissioners voted to approve a Cooperative Agreement between Pender County and the North Carolina Office of Recovery and Resiliency (NCORR) to implement the Strategic Buyout Program. This buyout program focuses on targeted areas that were identified as having a high flood risk .

The resolution before the Board allows NCORR to move forward with offering to purchase property from interested applicants and confirms the County will take ownership of the property at the time of closing.

ACTION REQUESTED:

Consideration of the proposed resolution.

ATTACHMENTS:

1. Resolution
2. Cooperative Agreement
3. May 1, 2023 Agenda Item

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



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

RESOLUTION TO ACCEPT STRATEGIC BUYOUT PROGRAM PROPERTIES

WHEREAS, at their May 1, 2023, meeting, the Pender County Board of Commissioners voted to approve a Cooperative Agreement between Pender County and the North Carolina Office of Recovery and Resiliency (NCORR) to participate in the Strategic Buyout Program, and

WHEREAS, the purpose of this program is to mitigate disaster risks and reduce future losses due to natural disasters, and

WHEREAS, pursuant to the terms of the Cooperative Agreement for the Strategic Buyout Program, Pender County will accept applications from property owners interested in participating in the Program.

NOW, THEREFORE BE IT RESOLVED, by the Pender County Board of Commissioners that:

1. Pursuant to the Cooperative Agreement, the Board of Commissioners hereby authorize the County Manager to determine which properties to accept without the need for further Board approval or public notice.
2. The County Manager or his designee shall be the duly authorized County representative at the property closing and shall be authorized to sign all closing documents on behalf of the County.

Adopted, this the 11th day of March, 2024.

Brad George, Chairman
Board of County Commissioners

David Andrews
Clerk to the Board

ATTACHMENT 1: List of Properties Within Program Boundaries

DRRA	Parcel Number
Currie	2243-56-6482-0000
Currie	2243-56-6728-0000
Currie	2243-57-5364-0000
Currie	2243-57-9596-0000
Currie	2243-65-0655-0000
Currie	2243-65-0655-0000
Currie	2243-65-8266-0000
Currie	2243-66-0927-0000
Currie	2243-66-8380-0000
Currie	2243-67-4565-0000
Currie	2243-67-9553-0000
Currie	2243-74-1640-0000
Currie	2243-75-5428-0000
Currie	2243-75-6165-0000
Currie	2243-75-6855-0000
Currie	2243-75-8364-0000
Currie	2243-76-1287-0000
Currie	2243-76-1694-0000
Currie	2243-76-2949-0000
Currie	2243-76-3597-0000
Currie	2243-76-4068-0000
Currie	2243-76-4104-0000
Currie	2243-76-6729-0000
Currie	2243-76-6960-0000
Currie	2243-85-0813-0000
Currie	2243-76-7128-0000
Currie	2243-76-7764-0000
Currie	2243-76-8774-0000
Currie	2243-77-4383-0000
Currie	2243-77-6575-0000
Currie	2243-86-0214-0000
Currie	2243-94-0646-0000
Currie	2243-96-3090-0000
Currie	2243-87-9101-0000
Currie	2253-35-7206-0000
Currie	2253-05-4279-0000
Currie	2253-34-0883-0000
Currie	2253-35-4377-0000
Currie	2253-14-4738-0000
Currie	2253-15-3863-0000
Currie	2253-24-8895-0000
Currie	2253-25-2796-0000
Currie	2253-35-9192-0000
Currie	2253-36-4204-0000
Currie	2253-37-0920-0000
Currie	2253-37-2144-0000
Currie	2253-37-7047-0000
Currie	2253-38-5292-0000
Currie	2253-38-5292-0000
Currie	2253-44-0114-0000
Currie	2253-44-0830-0000
Currie	2253-44-2628-0000
Currie	2253-44-3529-0000
Currie	2253-44-3550-0000
Currie	2253-44-3894-0000
Currie	2253-44-5556-0000
Currie	2253-44-6211-0000
Currie	2253-44-6440-0000
Currie	2253-45-2062-0000
Currie	2253-45-5015-0000

Currie	2253-45-5718-0000
Currie	2253-45-6081-0000
Currie	2253-46-1230-0000
Currie	2253-46-8069-0000
Currie	2253-47-1153-0000
Currie	2253-47-2748-0000
Currie	2253-47-3275-0000
Currie	2253-54-0195-0000
Currie	2253-54-1423-0000
Currie	2253-54-5971-0000
Currie	2253-55-2940-0000
Currie	2253-55-5037-0000
Currie	2253-55-5180-0000
Currie	2253-56-8496-0000
Currie	2253-57-1462-0000
Currie	2253-64-6812-0000
Currie	2253-64-8728-0000
Currie	2253-65-7392-0000
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COOPERATIVE AGREEMENT
BETWEEN
THE NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY
AND
PENDER COUNTY, NORTH CAROLINA
(STRATEGIC BUYOUT PROGRAM)

THIS COOPERATIVE AGREEMENT (the "Agreement") is entered into by and between the North Carolina Office of Recovery and Resiliency, a division of the North Carolina Department of Public Safety, an agency of the State of North Carolina ("Grantee" or "NCORR") and Pender County, North Carolina, a body politic and corporate, created by the General Assembly of North Carolina for certain public and political purposes (the "County"). Each, individually, a "Party", and collectively, the "Parties". This Agreement is made effective May 18, 2023.

PERIOD OF PERFORMANCE: Effective Date until March 1, 2032.

GRANT NUMBER: B-18-DP-37-0001

CFDA NUMBER: 14.228

1. RECITALS

- 1.1. Pursuant to the Federal Register notice dated August 30, 2019 (84 Fed. Reg. 45838) and the Federal Register notice dated January 6, 2021 (86 Fed. Reg. 561) (together, with the Federal Register notice dated September 28, 2020 (85 Fed. Reg. 60821) and other applicable Federal Register Notices, referred to as the "Federal Register Notices" herein) the State received allocations of CDBG-Mitigation ("CDBG- MIT") funds from U.S. Department of Housing and Urban Development ("HUD") in the total amount of \$202,686,000; and
- 1.2. NCORR has designated \$123,103,334 of the allocation from these funds for use by the Strategic Buyout Program ("Buyout Program") to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses, and to meet remaining unmet recovery needs caused by federally declared disasters, including Hurricanes Matthew and Florence, that were not met through FEMA, private insurance proceeds, loans, or other funding sources in at-risk locations; and
- 1.3. Pender County will assist NCORR in carrying out the Buyout Program by accepting ownership of properties purchased from program applicants ("Designated Property" or "Designated Properties") pursuant to this Agreement; and
- 1.4. The Parties desire to enter into this Agreement and intend to be bound by its terms; and
- 1.5. Pender County has legal authority to enter into this Agreement, and by signing this Agreement assures NCORR that it will comply with all requirements of the Agreement as described herein; and
- 1.6. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral and written statements or agreements regarding the Buyout Program between NCORR and Pender County.

1.7. Now, therefore, in consideration of the need to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses, and the promises and mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

2. GENERAL TERMS AND CONDITIONS OF AGREEMENT

2.1. Not Federal Subaward. This Agreement does not constitute a subaward of federal grant funds to the County nor does this Agreement create a federal assistance relationship between the County and Grantee.

2.2. Notice: Notice Information. All required documentation, notices, requests or other communications permitted or required to be made by the County under this Agreement or other documentation relating to this Agreement shall be given to Grantee or Grantee's designee.

Notice shall be in writing, signed by the Party giving such notice. Notice shall be deemed given 3 business days following the date when deposited in the mail, postage prepaid, registered or certified mail, return receipt requested. Electronic notice and signatures are acceptable as described in Section 6.12.

Grantee

Maggie Battaglin, Director of Mitigation
North Carolina Office of Recovery and Resiliency
PO Box 110465
Durham, NC 27709
984-220-4998
Maggie.Battaglin@ncdps.gov

Pender County

David Andrews, County Manager
Pender County, NC
805 S. Walker Street
Burgaw, NC 28425
910-259-1200
dandrews@pendercountync.gov

3. PERIOD OF PERFORMANCE, TERM, AMENDMENTS AND TERMINATION

3.1. HUD Grant Agreement. The County hereby acknowledges that this Agreement is subject to the requirements of the grant agreement between the State of North Carolina, Grantee, and HUD (the "Federal Grant Agreement") and the availability of the allocated CDBG-MIT funds. The County also acknowledges and agrees that any suspension, cancellation, or termination of the CDBG-MIT allocation(s) or funds by HUD will result in the immediate suspension, cancellation, or termination of this Agreement, upon Grantee's notice to the County.

3.2. Period of Performance and Term. The period of performance for this Agreement commences on the Effective Date and ends on the later of: (i) March 1, 2032; (ii) the date as of which the Parties agree in writing that all Designated Properties have been transferred to the County and that neither

Party has any further obligation, except to enforce perpetual use restrictions, under this Agreement; or (iii) such later date as the parties may agree to in a written, executed amendment to this Agreement.

This Agreement and its terms and conditions shall remain in effect during any period in which the County has control over Grant Funds provided through this Agreement, including program income as defined in Section 4.8 and 24 CFR 570.489(e), to the extent that applicable Federal Register Notices further waive or define program income.

- 3.3. Amendments. Grantee and County may amend this Agreement at any time provided that such amendments are in writing, make specific reference to this Agreement, are approved by all Parties, and are signed by a duly authorized representative of each Party. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or County from their obligations under this Agreement.

Grantee may, unilaterally and in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons with written notice to the County.

- 3.4. Suspension or Termination.

3.4.1. **Termination for Convenience.** Grantee may terminate this Agreement, in whole or in part, for convenience, with 30 days written notice to the County.

3.4.2. **Termination in the Event of Default.** Grantee may suspend, reduce, or terminate its obligations under this Agreement, in whole or in part, upon 30 days' notice, whenever Grantee determines that the County has failed to comply with any term, condition, requirement, or provision of this Agreement. The County shall be afforded a reasonable period to cure any noncompliance. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

3.4.2.1. Default in Performance. The default by the County or a subsequent recipient in the observance or performance of any of the terms, conditions or covenants of this Agreement.

3.4.2.2. Misrepresentation. If any representation or warranty made by the County or any information, certificate, statement or report given by the County in connection with the Grant shall be untrue or misleading in any material respect at the time made.

3.4.2.3. Abandonment of the Project. If the County abandons or otherwise ceases to continue to make reasonable progress towards completion of the program activities.

If, after notice of default or non-compliance, the County has not cured such default within a reasonable time or is not diligently pursuing a cure satisfactory to Grantee, then Grantee shall promptly notify the County, in writing, of its determination, the reasons for the termination, and the date on which the termination shall take effect.

3.4.3. **Remedies.** Upon termination, Grantee retains the right to recover any improper expenditures from the County and the County shall return to Grantee any improper

expenditures no later than 30 days after the date of termination. If Grantee terminates this Agreement because of an Event of Default, Grantee shall have the exclusive right to designate, assign, or transfer ownership of any and all Designated Properties conveyed through this Agreement to an entity designated by Grantee.

Grantee shall have the power and authority, consistent with statutory authorities: (a) to prevent any impairment of the activities funded by this Agreement by any acts which may be unlawful or in violation of this Agreement or any other item or document required hereunder; (b) to compel specific performance of any of the County's obligations under this Agreement; (c) to obtain return of all Grant Funds, including equipment if applicable; and (d) to seek damages from any appropriate person or entity. Grantee shall be under no obligation to complete the activities funded by this Agreement.

- 3.5. Nonwaiver. No delay, forbearance, waiver, or omission by Grantee to exercise any right, power or remedy upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such event of default or to constitute acquiescence therein.

4. RESPONSIBILITIES OF COUNTY

- 4.1. Acceptance of Properties. The County covenants and agrees to accept ownership and stewardship of all Designated Properties purchased by Grantee in the predetermined Disaster Risk Reduction Area (Appendix A). The County shall take all necessary measures for acceptance of Designated Properties, including but not limited to, resolution(s) approved by the Pender County Board of County Commissioners. If the County refuses to take ownership of a Designated Property, purchased by Grantee and in the Disaster Risk Reduction Area, the County will be in default under this Section 4.1 of this Agreement and Grantee may, at its discretion, seek available remedies.
- 4.2. Use Restrictions. Under the Buyout Program and the Federal Register notice dated August 30, 2019 (84 FR 45865), each Designated Property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, natural floodplain functions, other ecosystem restoration, or wetlands management practices. Such uses may include: outdoor recreational activities; nature reserves; cultivation; grazing; unimproved, unpaved parking lots; buffer zones; and other uses consistent with CDBG-DR guidance for open space acquisition. In all cases, a deed restriction or covenant running with each Designated Property must require that the Designated Property be dedicated and maintained for compatible uses in perpetuity.
- 4.3. Buyout Requirements.
- 4.3.1. **No New Structures**. No new structure will be erected on any Designated Property from which a structure was removed under the Buyout Program other than: (a) A public facility that is open on all sides and functionally related to a designated open space (e.g., a park, campground, or outdoor recreation area); (b) a rest room; or (c) a flood control structure, provided that structure does not reduce valley storage, increase erosive velocities, or increase flood heights on the opposite bank, upstream, or downstream and that the local floodplain manager approves, in writing, before the commencement of the construction of the structure. No new structures or improvements shall be erected on any Designated Property without the prior, written consent of Grantee. Any improvements on

a Designated Property shall be in accordance with proper floodplain management policies and practices and shall comply with all state, local, and federal laws and regulations.

- 4.3.2. **No Additional Disaster Assistance.** After receipt of the assistance, with respect to any Designated Property, no subsequent application for additional disaster assistance for any purpose or to repair damage or make improvements of any sort will be made by the owner of the Designated Property (including subsequent owners) to any federal entity in perpetuity.
- 4.4. **Closing.** At the closing of the purchase of each Designated Property, the County must: (i) make available a duly authorized representative of the County to attend the closing and (ii) ensure that the deed and restrictive covenant are duly recorded at the Pender County Register of Deeds Office.
- 4.5. **Right of Entry.** After closing for each Designated Property, the County grants Grantee and its employees, agents, contractors, consultants, and related parties (individually and collectively "Agents") an unconditional right of access and entry to the Designated Property to perform any necessary demolition and/or environmental remediation work on the Designated Property, and to perform such other work including, but not limited to, tests, studies, investigations, and remediation, as necessary or desirable or as may be required by applicable federal, state or local laws, regulations or codes.
- 4.6. **Maintenance of the Property.** After a Designated Property has been transferred to the County and the site has been cleared by Grantee, the County shall assume ongoing maintenance of the Designated Property in perpetuity.
- 4.7. **Future Transfer.** The County may lease a Designated Property to adjacent property owners or other parties, including nonprofit land conservation organizations, for compatible uses in return for a maintenance agreement. Although federal policy encourages leasing rather than selling such Designated Property, a Designated Property may also be sold. Grantee must approve the transfer, in writing, in accordance with the following:
 - 4.7.1. The County may convey a property interest in a Designated Property only to a public entity or other qualified organization whose use of such Designated Property will be compatible with the use requirements in this Agreement.
 - 4.7.2. The County may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in this Agreement, so long as the conveyance does not include the authority to control and enforce the terms and conditions of this Agreement
 - 4.7.3. The County must submit to Grantee a transfer request including, but not limited to, a signed statement from the proposed transferee stating that it acknowledges and agrees to be bound by the terms of this Agreement. If conveying to a nonprofit land conservation organization, transferee must provide documentation of its status as such.
 - 4.7.4. If a Designated Property is sold and title is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in

this Section 4.7, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

- 4.7.4.1. The County shall convey a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
 - 4.7.4.2. At the time of title transfer, the County shall retain such conservation easement, and record it with the deed.
 - 4.7.5. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the terms and conditions of this Agreement and must incorporate a provision for the transferred Designated Property to revert to the County in the event that the transferee ceases to exist or loses its eligible status under this section.
 - 4.7.6. The County shall be responsible in perpetuity for monitoring the compliance with and enforcement of all terms of this Agreement, as well as in the restrictive covenant(s) governing the transferred Designated Property.
- 4.8. Program Income. Program income includes, but is not limited to, gross income received by a State, a unit of general local government, a tribe, or a subgrantee of the unit of general local government that was generated from the use of CDBG-MIT funds, regardless of when the funds were appropriated and whether the activity has been closed out, except in certain limited circumstances. The Buyout Program is not expected to produce program income. If program income is generated from the Buyout Program and this Agreement, Grantee will, on a case-by-case basis, evaluate the impact of the repayment and/or collection of any and all program income received by the County and will appropriately address the treatment of program income under this Agreement and work with the County to determine the appropriate reporting to comply with HUD requirements.
- 4.9. Liabilities; Claims. Neither Grantee nor the State will be responsible for any costs or financial liabilities associated with the maintenance of any and all Designated Property after said Designated Property has been transferred to the County and Grantee has completed all responsibilities, including any required demolition, as outlined in Article 5. The County agrees to save Grantee harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney fees, by reason of damage to person or property on or about each Designated Property, which may arise or be claimed to have arisen as a result of the use or operation of the Designated Property, including but not limited to, where (a) damages or injuries to persons or property caused by the negligent acts or omissions of the County, its employees, or agents and (b) for any claims, whether brought in contract, tort, or otherwise, arising out of this Agreement, if related to the County's actions or omissions, except where such loss or damage arises from the willful or negligent misconduct of Grantee, its agents or employees. The obligations under this section are independent of all other rights or obligations set forth herein and shall closeout or termination of this Agreement.
- 4.10. Access to Records. The County shall provide any duly authorized representative of Grantee, the North Carolina State Auditor, the North Carolina Office of State Budget and Management, HUD, and the Comptroller General, the Inspector General and other authorized

parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to any Designated Property during the period of performance of this Agreement and for three years following the completion of all closeout procedures. All original files shall be maintained at the offices of the County for access purposes.

- 4.11. Client Data and Other Sensitive Information. The County may be required to maintain potentially sensitive data under this Agreement and must maintain and preserve the confidentiality of any and all information and records that are subject to protection by state and federal laws, which include, but are not limited to, the laws regarding: Personally Identifiable Information (including names, addresses, birth dates, driver's license information, social security numbers, and financial information); data provided to Subrecipient and Grantee in the form of FEMA Individual Assistance, Public Assistance, Hazard Mitigation Assistance, National Flood Insurance Program, as well as Small Business Administration disaster loans; trade secrets; tax records; and, individually identifiable health information. The County may not disclose information to current or prospective vendors regarding ongoing procurements. If the County receives a public record request or request for protected information, the County must notify and refer the request to Grantee. The County must ensure that all employees and contractors return all physical and electronic copies of all Grantee files and other records containing confidential information upon termination or completion of his or her position with the County.

5. GRANTEE RESPONSIBILITIES

- 5.1. Identifying Properties; Outreach; Due Diligence. Grantee will identify eligible Disaster Risk Reduction Area and ensure each area is eligible for the Strategic Buyout Program and meets federal requirements. Grantee will conduct community engagement efforts in a manner compliant with federal and state policies or regulations. After this Agreement is executed, Grantee will diligently work to contact owners of Designated Properties identified in Appendix A to inform them of the program and solicit applications. Grantee staff or its agents will provide intake and case management services to interested owners of Designated Properties.

Grantee will perform all required due diligence, including but not limited to, title reviews, environmental reviews, asbestos surveys and testing, lead based paint tests, boundary surveys, appraisals and closing services. In-depth overviews of due diligence activities may be found at in the Strategic Buyout Program policy manual, located at rebuild.nc.gov/buyout.

- 5.2. Environmental Reviews. Each Designated Property must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws, including 24 CFR Part 58, 40 CFR Part 1500 through 1508, and other federal and state laws and regulations (some of which are enforced by state agencies) that may also apply.

An environmental review must be completed for each Designated Property prior to obligating CDBG-MIT funds. Grantee will complete an environmental review for each Designated Property before an offer is made to the owner of a Designated Property. To mitigate the risk of the repayment or recapture of HUD funding, no choice-limiting activities may occur prior to Grantee obtaining an environmental clearance of a Designated Property, per 24 CFR 58.22. Choice-limiting

activities may include but are not limited to a commitment of funds to purchase a Designated Property; a transfer of deed or conveyance of title to such Designated Property; or acquisition of such Designated Property.

Grantee shall be solely responsible for any and all environmental remediation work necessary on a Designated Property.

- 5.3. Asbestos Survey and Testing, Lead-Based Paint Testing. Per State requirements, Grantee will cause a licensed asbestos inspector to perform an asbestos survey for all structures that are safe to enter on a Designated Property. All demolition activities will be done compliant with applicable local, state, and federal requirements related to asbestos.

In addition, a lead-based paint assessment will be performed on all Designated Properties that do not meet the exemption criteria outlined in 24 CFR 35.155. All Designated Properties built prior to 1978 will be demolished using lead-safe practices, as required by regulations.

- 5.4. Boundary Surveys. Grantee will cause a North Carolina licensed Professional Land Surveyor to perform a boundary survey to ascertain the legal boundaries of each Designated Property.
- 5.5. Appraisals. Grantee will cause a North Carolina licensed appraiser to perform an appraisal of each Designated Property to establish the current fair market value. This appraisal will serve as the basis for the Buyout Program's offer to applicants.
- 5.6. Title Searches; Closing. Grantee will cause a licensed professionals to perform title searches, including a title commitment and title insurance, and closings for each eligible Designated Property. The program will ensure the necessary deed restriction is properly recorded. The program will also confirm the Designated Property is vacant prior to closing and ensure that the Designated Property is secured after closing has occurred.
- 5.7. Demolition of Structures. Each Designated Property from which a structure will be removed pursuant to the Buyout Program will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or floodplain and wetlands management practices. After such time that each Designated Property is conveyed to the County, Grantee shall secure and demolish all existing structures located on each Designated Property and complete all work necessary to convert each Designated Property to green space.

6. MISCELLANEOUS PROVISIONS

- 6.1. Complaints. The County may address complaints to Grantee and/or through the ReBuild NC website (<https://www.rebuild.nc.gov/>). Citizen complaints can be filed directly to Grantee and/or through the ReBuild NC website (<https://www.rebuild.nc.gov/>).
- 6.2. Benefit. This Agreement is made and entered into for the sole protection and benefit of Grantee and the County, and their respective successors and assigns. Except as herein provided otherwise, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Grantee and the County and their respective successors and assigns. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by

any other third person, other than as expressly provided in this Agreement. It is the express intention of the Parties and their respective successors and assigns that any such person or entity, other than the State, Grantee, and the County, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

- 6.3. Further Assurance. In connection with this Agreement, upon the reasonable request of Grantee, the County shall execute, acknowledge and deliver or cause to be delivered all such further documents and assurances, and comply with any other requests as may be reasonably required by Grantee or otherwise appropriate to carry out and effectuate this Agreement. Grantee may require the delivery of documents in hard copy or by electronic media.
- 6.4. Independent Status of the Parties. The Parties are independent entities and neither this Agreement nor any provision of it or any of the documents or records that may or may not be made part of this Agreement shall be deemed to create a partnership or joint venture between the Parties. Further, neither the Agreement nor any of the documents or records that may or may not be made part of this Agreement shall in any way be interpreted or construed as making the County, its agents or employees, agents or representatives of Grantee. Given that the County is independent and apart from Grantee, and therefore acting as an "independent contractor," the County is and shall be wholly responsible for the work to be performed and for the supervision of its employees. In no event shall Grantee be liable for debts or claims accruing or arising against the County. The County represents that it has, or shall secure at its own expense, all personnel required in the performance of this Agreement. Such employees shall not be employees of, nor have any individual contractual relationship with Grantee.
- 6.5. Binding Effect. Contract Not Assignable by County. The terms hereof shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives of the parties hereto; provided, however, that the County may not assign this Agreement or any of its rights, interests, duties or obligations hereunder or any Grant Funds, program income or other moneys to be advanced hereunder in whole or in part unless expressly allowed under this Agreement, without the prior written consent of Grantee, which may be withheld for any reason and that any such assignment (whether voluntary or by operation of law) without said consent shall be void.
- 6.6. Successor in Interest and Assignment by Grantee. This Agreement shall be transferred from Grantee to any successor in interest designated by the US Department of Housing and Urban Development as Grantee for the CDBG-MIT program for the State of North Carolina immediately upon that designation.
- 6.7. Savings Clause. Invalidation of any one or more of the provisions of this Agreement, or portion thereof, shall in no way affect any of the other provisions hereof and portions thereof which shall remain in full force and effect.
- 6.8. Additional Remedies. Except as otherwise specifically set forth herein, the rights and remedies provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available in connection with this Agreement.
- 6.9. Survival. Where any representations, warranties, covenants, indemnities or other provisions contained in this Agreement by its context or otherwise, evidences the intent of the parties that such

provisions should survive the termination of this Agreement or closeout of the Agreement, the provisions shall survive any termination or Closeout.

6.10. Headings. The headings of the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand the express provisions of this Agreement.

6.11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All recitals, exhibits, schedules and other attachments hereto are incorporated herein by reference.

6.12. Counterpart. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Execution by facsimile, by scanned attachments, or by electronic signature (including, but not limited to DocuSign) has the same force and effect as a wet signature. An executed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, as authorized officials on behalf of the Parties have executed this Agreement, which shall be effective as of the date first stated above.

GRANTEE

NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY,
a division of the North Carolina Department of Public Safety,
an agency of the state of North Carolina

By: Laura Hogshead
Laura Hogshead, Director
Date: 5-18-2023

SUBRECIPIENT

PENDER COUNTY, NORTH CAROLINA
a body politic and corporate

By: David Andrews
David Andrews, County Manager
Date: 5/16/23

APPENDIX A
Disaster Risk Reduction Area

Parcel Number	Address, if available	Parcel Number	Address, if available
2243-56-6482-0000	4368 CANETUCK RD	3341-40-7966-0000	53 HWY OFF
2243-56-6728-0000		3341-40-8962-0000	625 RIVER TR
2243-57-5364-0000		3341-40-9940-0000	53 HWY OFF
2243-57-9596-0000		3341-41-0095-0000	480 MURRAY TURNER FARM RD
2243-65-0655-0000		3341-41-2004-0000	53 HWY OFF
2243-65-0655-0000		3341-41-3001-0000	
2243-65-8266-0000	4197 CANETUCK RD	3341-41-4006-0000	53 HWY
2243-66-0927-0000	592 KEITH RD	3341-41-4010-0000	510 MURRAY TURNER FARM RD
2243-66-8380-0000	4486 CANETUCK RD	3341-41-5075-0000	
2243-67-4565-0000		3341-50-0855-0000	565 RIVER TR
2243-67-9553-0000	462 KEITH RD	3341-50-1872-0000	565 RIVER TR
2243-74-1640-0000	CANETUCK RD	3341-50-2769-0000	545 RIVER TR
2243-75-5428-0000		3341-50-4735-0000	491 RIVER TR
2243-75-6165-0000		3341-50-6602-0000	485 RIVER TR
2243-75-6855-0000		3341-50-8571-0000	53 HWY OFF
2243-75-8364-0000	3975 CANETUCK RD	3341-50-8989-0000	371 RIVER TR
2243-76-1287-0000		3341-51-7020-0000	
2243-76-1694-0000	295 KEITH RD	3341-60-0961-0000	53 HWY OFF
2243-76-2949-0000		3341-60-3639-0000	375 RIVER TRAIL
2243-76-3597-0000		3341-60-4217-0000	53 HWY OFF
2243-76-4068-0000		3341-60-4685-0000	53 HWY OFF
2243-76-4104-0000		3341-60-6110-0000	285 BEAR RUN RD
2243-76-6729-0000		3341-60-7018-0000	
2243-76-6960-0000	240 KEITH RD	3341-60-8044-0000	229 BEAR RUN RD
2243-85-0813-0000	CANETUCK RD	3350-02-7162-0000	3742 WHITESTOCKING RD
2243-76-7128-0000		3350-04-6958-0000	
2243-76-7764-0000	230 KEITH RD	3350-02-8229-0000	3706 WHITESTOCKING RD
2243-76-8774-0000		3350-02-8448-0000	3684 WHITESTOCKING RD
2243-77-4383-0000		3350-02-8687-0000	3650 WHITESTOCKING RD
2243-77-6575-0000	CANETUCK RD	3350-02-8905-0000	
2243-86-0214-0000		3350-02-9825-0000	3616 WHITESTOCKING RD
2243-94-0646-0000	CANETUCK RD	3350-03-8059-0000	3566 WHITESTOCKING RD
2243-96-3090-0000	CANETUCK RD	3350-03-8286-0000	3536 WHITESTOCKING RD
2243-87-9101-0000	114 KEITH RD	3350-03-9467-0000	3510 WHITESTOCKING RD
2253-35-7206-0000		3350-03-9995-0000	
2253-05-4279-0000	3485 CANETUCK RD	3350-04-6424-0000	3250 WHITESTOCKING RD
2253-34-0883-0000	5485 HEADING BLUFF RD	3350-05-0235-0000	WHITESTOCKING RD

2253-35-4377-0000	5484 HEADING BLUFF RD	3350-05-0977-0000	2641 WHITESTOCKING RD
2253-14-4738-0000	3245 CANETUCK RD	3350-05-4380-0000	2766 WHITESTOCKING RD
2253-15-3863-0000		3350-05-6246-0000	WHITESTOCKING RD
2253-24-8895-0000	5485 HEADING BLUFF RD	3350-05-6874-0000	73 WHITESTOCKING RD
2253-25-2796-0000		3350-05-7258-0000	2786 WHITESTOCKING RD
2253-35-9192-0000	5376 HEADING BLUFF RD	3350-05-8264-0000	WHITESTOCKING RD
2253-36-4204-0000	124 SHANE PRIDGEN RD	3350-06-0887-0000	
2253-37-0920-0000	2678 CANETUCK RD	3350-06-9362-0000	77 BALLARDS LN
2253-37-2144-0000		3350-13-0616-0000	3470 WHITESTOCKING RD
2253-37-7047-0000		3350-13-0846-0000	3410 WHITESTOCKING RD
2253-38-5292-0000	2678 CANETUCK RD	3350-13-3576-0000	3500 WHITESTOCKING RD
2253-38-5292-0000	2678 CANETUCK RD	3350-14-0180-0000	3360 WHITESTOCKING RD
2253-44-0114-0000		3350-14-1217-0000	33330 WHITESTOCKING RD
2253-44-0830-0000	5324 HEADING BLUFF RD	3350-14-2507-0000	3300 WHITESTOCKING RD
2253-44-2628-0000	5282 HEADING BLUFF RD	3350-14-2813-0000	3240 WHITESTOCKING RD
2253-44-3529-0000	5258 HEADING BLUFF RD	3350-14-8403-0000	3325 WHITESTOCKING RD
2253-44-3550-0000		3350-14-8577-0000	3301 WHITESTOCKING RD
2253-44-3894-0000		3350-14-8678-0000	3279 WHITESTOCKING RD
2253-44-5556-0000		3350-14-9820-0000	
2253-44-6211-0000	5182 HEADING BLUFF RD	3350-15-5263-0000	
2253-44-6440-0000		3350-15-5316-0000	2956 WHITESTOCKING RD
2253-45-2062-0000	5302 HEADING BLUFF RD	3350-15-1167-0000	2870 WHITESTOCKING RD
2253-45-5015-0000	5292 HEADING BLUFF RD	3350-15-1529-0000	2905 WHITESTOCKING RD
2253-45-5718-0000	336 SHANE PRIDGEN RD	3350-15-1860-0000	45 BALLARDS LN
2253-45-6081-0000		3350-15-1974-0000	
2253-46-1230-0000		3350-15-2617-0000	
2253-46-8069-0000	345 SHANE PRIDGEN RD	3350-15-3489-0000	2938 WHITESTOCKING RD
2253-47-1153-0000	2571 CANETUCK RD	3350-15-3783-0000	2935 WHITESTOCKING RD
2253-47-2748-0000		3350-15-3943-0000	66 BALLARDS LN
2253-47-3275-0000	2531 CANETUCK RD	3350-15-4581-0000	2958 WHITESTOCKING RD
2253-54-0195-0000		3350-15-4998-0000	2993 WHITESTOCKING RD
2253-54-1423-0000	5100 HEADING BLUFF RD	3350-15-5161-0000	
2253-54-5971-0000		3350-15-5831-0000	2985 WHITESTOCKING RD
2253-55-2940-0000	425 SHANE PRIDGEN RD	3350-15-6450-0000	
2253-55-5037-0000	562 SHANE PRIDGEN RD	3350-15-6507-0000	2986 WHITESTOCKING RD
2253-55-5180-0000		3350-15-6868-0000	
2253-56-8496-0000		3350-15-7101-0000	
2253-57-1462-0000	2465 CANETUCK RD	3350-15-7236-0000	
2253-64-6812-0000		3350-15-7462-0000	
2253-64-8728-0000		3350-15-7576-0000	
2253-65-7392-0000	4624 HEADING BLUFF RD	3350-15-8609-0000	3030 WHITESTOCKING RD

3350-04-9928-0000		3350-15-8920-0000	3045 WHITESTOCKING RD
3340-69-9972-0000	209 BEAR RUN RD	3350-15-9052-0000	3225 WHITESTOCKING RD
3340-79-8450-0000	29 BEAR RUN RD	3350-15-9274-0000	3177 WHITESTOCKING RD
3340-79-5567-0000	103 BEAR RUN RD	3350-15-9917-0000	3055 WHITESTOCKING RD
3340-79-0887-0000	205 BEAR RUN RD	3350-16-8392-0000	11 WHITESTOCKING EXT
3340-79-1862-0000	199 BEAR RUN RD	3350-16-0309-0000	
3340-79-2756-0000		3350-16-0443-0000	87 BALLARDS LN
3340-79-3751-0000	153 BEAR RUN RD	3350-16-1044-0000	
3340-79-4635-0000	127 BEAR RUN RD	3350-16-1144-0000	
3340-85-7859-0000		3350-16-1246-0000	135 BALLARDS LN
3340-86-7774-0000	2365 WHITESTOCKING RD	3350-16-1433-0000	
3340-86-9231-0000		3350-16-1546-0000	
3340-86-9400-0000	2410 WHITESTOCKING RD	3350-16-2382-0000	136 BALLARDS LN
3340-86-9664-0000		3350-16-3145-0000	110 BALLARDS LN
3340-89-1058-0000		3350-16-8561-0000	100 BROWN MOORE RD
3340-95-6484-0000	WHITESTOCKING RD	3350-16-3414-0000	
3340-95-8850-0000	2626 WHITESTOCKING RD	3350-16-5406-0000	
3340-96-0305-0000		3350-16-5480-0000	120 BROWN MOORE RD
3340-96-1468-0000	2441 WHITESTOCKING RD	3350-16-6038-0000	63 BROWN MOORE RD
3340-96-2432-0000	2461 WHITESTOCKING RD	3350-16-6220-0000	
3340-96-2468-0000		3350-16-6452-0000	116 BROWN MOORE RD
3340-96-3339-0000		3350-16-7371-0000	90 BROWN MOORE RD
3340-96-3507-0000		3350-16-7425-0000	106 BROWN MOORE RD
3340-97-3436-0000		3350-16-7496-0000	
3340-96-4083-0000		3350-16-8015-0000	50 BROWN MOORE RD
3340-96-4392-0000		3350-16-9597-0000	
3340-96-6224-0000		3350-24-2836-0000	
3340-96-7119-0000		3350-24-5942-0000	144 HEIGHTS DR
3340-96-8125-0000		3350-25-0404-0000	
3340-96-9081-0000	2625 WHITESTOCKING RD	3350-25-0569-0000	
3340-96-9100-0000		3350-25-0751-0000	3081 WHITESTOCKING RD
3340-97-1755-0000		3350-25-1840-0000	
3340-97-2015-0000		3350-25-2845-0000	
3340-97-2638-0000	350 CHORLEY RD	3350-25-4347-0000	138 HEIGHTS DR
3340-97-2683-0000	330 CHORLEY RD	3350-25-4517-0000	108 HEIGHTS DR
3340-97-6354-0000	234 CHORLEY RD	3350-25-4931-0000	
3340-97-8202-0000		3350-25-7954-0000	
3340-97-9006-0000		3350-25-8085-0000	145 HEIGHTS DRIVE
3341-01-3113-0000		3350-25-8453-0000	
3341-01-6005-0000	290 RIVERBIRCH RD	3350-25-8615-0000	107 HEIGHTS DR
3341-01-8033-0000	300 RIVER BIRCH RD	3350-26-0155-0000	35 WHITESTOCKING EXT

3341-10-1978-0000	354 RIVER BIRCH RD	3350-26-2444-0000	105 WHITESTOCKING EXT
3341-10-2973-0000	370 RIVER BIRCH RD	3350-26-3732-0000	WHITESTOCKING EXT
3341-10-3960-0000	384 RIVER BIRCH RD	3350-35-2418-0000	150 SPORTSMAN DR
3341-10-4859-0000	404 RIVER BIRCH RD	3350-26-5910-0000	
3341-10-5827-0000	414 RIVER BIRCH RD	3350-26-6005-0000	130 WHITESTOCKING EXT
3341-10-6817-0000	53 HWY OFF	3350-34-2767-0000	280 SPORTSMAN DR
3341-10-6885-0000	444 RIVER BIRCH RD	3350-34-2954-0000	260 SPORTSMAN DR
3341-10-7865-0000	464 RIVERBIRCH RD	3350-34-6806-0000	281 SPORTSMAN DR
3341-10-8843-0000	472 RIVER BIRCH RD	3350-35-1682-0000	120 SPORTSMAN DR
3341-10-9821-0000		3350-35-1744-0000	100 SPORTSMAN DR
3341-11-0040-0000	320 RIVERBIRCH RD	3350-35-1818-0000	70 SPORTSMAN DR
3341-20-0719-0000	510 RIVER BIRCH RD	3350-35-2046-0000	220 SPORTSMAN DR
3341-20-0795-0000	530 RIVER BIRCH RD	3350-35-2231-0000	220 SPORTSMAN DR
3341-20-1771-0000	540 RIVER BIRCH RD	3350-35-2334-0000	182 SPORTSMAN DR
3341-20-2657-0000	53 HWY OFF	3350-35-4861-0000	91 SPORTSMAN DR
3341-20-3624-0000	53 HWY OFF	3350-35-5388-0000	185 SPORTSMAN DR
3341-20-4614-0000	592 RIVER BIRCH RD	3350-35-5562-0000	153 SPORTSMAN DR
3341-20-5643-0000	616 RIVER BIRCH RD	3350-35-5625-0000	121 SPORTSMAN DR
3341-20-6691-0000		3350-35-6009-0000	227 SPORTSMAN DR
3341-20-7696-0000	654 RIVER BIRCH RD	3350-35-6203-0000	211 SPORTSMAN DR
3341-20-8689-0000	53 HWY OFF	3350-35-6793-0000	112 LIZARD LICK TR
3341-20-9761-0000	670 RIVER BIRCH RD	3350-35-6899-0000	
3341-30-0728-0000	690 RIVER BIRCH RD	3350-36-0072-0000	44 SPORTSMAN DR
3341-30-1833-0000	RIVER BIRCH RD	3350-36-0136-0000	16 SPORTSMAN DR
3341-60-2718-0000	53 HWY OFF	3350-36-0417-0000	225 WHITESTOCKING EXT
3341-30-2964-0000	750 RIVER BIRCH RD	3350-36-1306-0000	
3341-31-3250-0000		3350-36-2803-0000	
3341-31-5083-0000	53 HWY OFF	3350-36-3252-0000	31 SPORTSMAN DR
3341-31-7067-0000	354 MURRAY TURNER FARM RD	3350-36-4011-0000	51 SPORTSMAN DR
3341-40-5968-0000	540 MURRAY TURNER FARM RD	3350-36-4411-0000	
3341-40-6978-0000	655 RIVER TR	3350-36-6080-0000	108 LIZARD LICK TR
3350-45-1327-0000	127 LIZARD LICK TR	3350-36-6119-0000	340 WHITESTOCKING EXT
3350-45-1531-0000	123 LIZARD LICK TR	3350-36-6454-0000	341 WHITESTOCKING EXT
3350-45-1645-0000	119 LIZARD LICK TR	3350-36-7485-0000	351 WHITESTOCKING RD
3350-45-1757-0000	115 LIZARD LICK TR	3350-36-8250-0000	354 WHITESTOCKING RD
3350-45-1951-0000	111 LIZARD LICK TR	3350-36-9260-0000	
3350-46-0284-0000	410 WHITESTOCKING EXT	3350-44-1903-0000	141 LIZARD LICK TR
3350-46-1074-0000	109 LIZARD LICK TR	3350-45-1109-0000	131 LIZARD LICK TR
3350-46-2551-0000			



**Pender County
Consideration of Cooperative Agreement
with the North Carolina Office of
Recovery and Resiliency for the
implementation of their Strategic Buyout
Program**

TO: Board of County Commissioners
FROM: Daniel Adams
DATE: May 1, 2023
SUBJECT: Consideration of Cooperative Agreement with the North Carolina Office of Recovery and Resiliency for the implementation of their Strategic Buyout Program

SUMMARY:

The North Carolina Office of Recovery and Resiliency (NCORR) has developed a Strategic Buyout Program designed to mitigate future impacts of flood events by removing people and property from flood prone areas. The program would use grant funding to pay eligible landowners market value for their property, whereby the County would take ownership of the land. Any structures would be demolished and the property would be deed restricted as open space in perpetuity. This is a voluntary program and there are no penalties for choosing not to participate.

NCORR has developed two Disaster Risk Reduction Areas (DRRA's) in the County; one in Currie along Canetuck Road and the other outside of Burgaw in the Whitestocking area and along River Birch Road, River Trail, and Bear Run Road. Included as an attachment are maps of the DRRA's. Only eligible property owners in these DRRA's would be able to apply for this program.

This program is similar in function to other acquisition, or buyout, programs that have occurred in the County; however, NCORR has not been involved in those previous buyout programs. NCORR would be responsible for implementing this program and the County would not fund any portion of it. NCORR's funding for this program comes from the federal Housing and Urban Development (HUD) Department's Community Development Block Grant - Mitigation (CDBG-MIT).

At the January 17, 2023, Commissioner's meeting, a representative from NCORR gave a presentation to the Board about this program. Included as an attachment is the slide deck from that presentation.

ACTION REQUESTED:

Consider approval of the Cooperative Agreement with the North Carolina Office of Recovery and Resiliency to implement the Strategic Buyout Program.

ATTACHMENTS:

1. Cooperative Agreement
2. DRRRA Maps
3. Presentation from January 17, 2023 Board of Commissioners meeting



**Pender County
Award of contract for architecture and
engineering services for future
Hampstead Branch Library and approval
of associated budget amendment,
purchase order, and capital project
ordinance**

TO: Board of County Commissioners
FROM: Allen Phillips-Bell
DATE: March 11, 2024
SUBJECT: Award of contract for architecture and engineering services for future
Hampstead Branch Library and approval of associated budget
amendment, purchase order, and capital project ordinance

SUMMARY:

At the September 18, 2023 BOCC meeting, the Board authorized issue of an RFQ to solicit Statements of Qualifications from NC licensed Architectural/Engineering firms for the design of a new 20,000 square foot library to be located on County-owned land adjacent to the County Government Annex in Hampstead, with a design-bid-build project delivery method.

After reviewing the responses to this RFQ (#24-258) and interviewing three architectural firms, county staff recommend awarding a contract for architectural and engineering services to Sawyer Sherwood and Associate.

This decision was based on multiple factors detailed in RFQ #24-258, which is attached. The review committee consisted of Library Director Allen Phillips-Bell, Hampstead Branch Manager Karen Burkett, County Project Manager Jared Cass, Finance Director Margaret Blue, and Liz Piacenza, who was then chair of the Library Advisory Board and who serves on the Topsail Township Friends of the Library board.

ACTION REQUESTED:

The board's approval is requested for the county manager to negotiate and execute the contract, and to approve the attached budget amendment and associated capital project ordinance and purchase order.

REQUEST FOR QUALIFICATIONS



PENDER COUNTY LIBRARY Architectural and Engineering Services

RFQ# 24-258

Date of Issue: November 27, 2023

Questions Due: December 6, 2023 at 5pm

Statements of Qualifications Due: December 11, 2023 at 12 noon



Trisha Newton, Purchasing Manager
PO Box 1578 • 805 S. Walker Street • Burgaw, NC 28425
910.259.1281

Purpose

Pender County is seeking Statements of Qualifications (SOQs) from NC licensed Architectural/Engineering firms to design a new Library that will meet the needs of Pender County and its residents for the future. The selected firm will be responsible for schematic design, design development, construction documents, prequalification of contractors, bid document preparation, bid services and potentially construction administration. The new Hampstead Branch Library is estimated to be approximately 20,000 square feet and will be located on Hwy 17 in Hampstead.

Pender County Library services are currently provided through three facilities: the Main Library in Burgaw, the Carolina Heritage Collection Library Annex also in Burgaw, and the Hampstead Branch Library, as well as online services. The upcoming project involves designing and constructing a new Hampstead Branch Library.

The current Hampstead Branch Library first opened with 3,400 square feet (SF) in 1983, when the most recent census reported the population of Topsail Township was only 4,600. In 1998, the library was expanded to 7,800 SF, when the township population was around 14,000. By 2020, the township had grown to 30,000 residents and the constraints of an inadequately sized library had become clear.

The total population of Pender County is projected to reach 95,000 by 2050—a 58% increase over the 60,000 population reported by the 2020 census. To meet the needs of the most rapidly growing section of a rapidly growing county over the next two and a half decades, a new 20,000 square foot library facility is recommended.

The new 20,000 square foot Hampstead Branch Library should include the following:

- Single story floor plan
- A large community meeting room
- A room dedicated to children’s programming
- Multiple small study rooms
- Flexible collection space
- Expanded children’s area to accommodate growing needs for families

Community Background

Located in southeastern North Carolina, Pender County is a large and diverse community covering over 870 square miles and is North Carolina’s tenth largest county by area. Pender County contains six municipalities, large areas of rural agricultural lands, two expansive state game lands, and rapidly urbanizing unincorporated areas along the coast and major transportation corridors. The North Carolina Office of State Budget and Management estimates that the 2021 population of Pender County was 62,978 people, a 4.2 percent (2,537 people) increase from NCOSBM’s 2020 County population estimate. According to the US Census Bureau, Pender County was the third fastest growing county in the State between 2020 and 2021.

Northern and western portions of Pender County consist primarily of farm and forest land with small, but tightly knit rural communities. By contrast, southern and eastern portions of the County continue to experience substantial suburban and urban growth, due in large part to the proximity of area beaches and the growing metropolitan population of the City of Wilmington and New Hanover County. Similarly, this area of the County is also influenced by the City of Jacksonville and Camp Lejeune Marine Corps Base just to the north in Onslow County. Growth in Pender County is representative of what is occurring along much of coastal North Carolina with traditionally rural, agrarian counties being challenged and transformed by unprecedented growth. Areas close to the Atlantic Ocean and scenic rivers of eastern North Carolina are experiencing development interest and pressure. This growth has challenged transportation, school, and utility systems, the environment, and the ability of Pender County to provide the appropriate levels of public services and infrastructure to its citizens. Pender County faces a challenging future, but one full of promise for a better community, higher quality of life, and sustainable development.

SOQ Requirements

To be considered for this project the Firm and Project Director/Consultant must meet minimum requirements set forth below to be included in the statement of qualifications. The successful Firm and Project Director/Consultant must demonstrate a high level of competence in the subject matter areas along with a demonstrated ability to provide high quality services on time and within budget. The selected Firm and Project Director/Consultant should have a proven ability to work effectively with public agencies and other stakeholders.

Qualification statements should include, at minimum, the following:

- 1) Firm Information. Include information about the firm's size, history, office locations, and service offerings.
 - Include number of years the firm has been in business as a Consultant.
 - Include number of years the firm has been in business under its present business name.
 - List the point of contact and contact information.
 - If applicable, provide a summary and status of all litigation within the past ten (10) years.
- 2) Project Approach. Include a comment/response to each of the following:
 - Provide a brief statement of your understanding of the project.
 - Provide a probable timeline for the overall project.
 - Demonstrate Project Director/Manager capabilities.
- 3) Experience. Detail your firm's experience in on similar projects. The following list of items should be included in the Project Director/Consultant's proposal:
 - Similar projects:

- Name, location and brief description of the project, including square footage and budget
 - Name, address and telephone number of the Project Owner (indicate contact person)
- 4) Key Personnel Resumes.
 - Demonstrate the qualifications of your key staff.
 - A proposed project organization chart and resumes of key individuals included in your team. Indicate what elements of the work your firm intends to self-perform or subcontract.
 - 5) References. Provide five (5) references provided should be able to vouch for the quality of services provided by your firm on similar projects.
 - 6) Sample Contract

Interested Firms are required to monitor the Pender County website for potential addenda.

Questions

Only written questions will be considered and should be submitted via email to purchasing@pendercountync.gov. Deadline for Questions is December 6, 2023 at 5pm.

SOQ Submission

Qualification packages should be prepared simply and economically and side bound or corner staple whenever practical. All data, materials, and documentation shall be available in a clear, concise form. Pender County does not expect, nor will any more favorable consideration be given to submittals with fancy covers or binding, color photographs, sample plans, non-pertinent information on other accomplishments of the firm which have no direct bearing on the services being requested, resumes of individuals who will not be engaged in the work, or pages of other nonrelated project materials. Brevity will be appreciated. Submittals shall be limited to 50 pages, double sided 8 ½ x 11, minimum 12-point font. Covers and dividers do not count in the 50-page total. All interested and qualified firms are requested to submit their statement of qualifications no later than 12 noon on December 11, 2023. Submissions received after that date will be disqualified from consideration. Pender County cannot be responsible for late or misdirected mail. SOQs may be submitted. If submitting a hard copy, please include 3 hard copies and an electronic file. Submit to the following addresses:

By Mail: Pender County, Attention: Trisha Newton, PO Box 1578, Burgaw, NC 28425.

By Courier: Pender County, Attention: Trisha Newton, 805 S. Walker Street, Burgaw, NC 28425. Clearly mark outside of package "RFQ # 24-258 Library A&E".

Or By email: purchasing@pendercountync.gov with "RFQ # 24-258 Library A&E" as the subject.

Evaluation and Selection Process

After the expiration of the deadline, an evaluation committee made up of County staff and Friends of the Library member(s) review all submitted qualifications packages that comply with the requirements contained within this document. The criteria by which the packages will be evaluated include, but are not limited to:

- Clarity of Statement of Qualifications.
- Firm's understanding and approach of project and proposed time line.
- Firm's knowledge and demonstrated experience specifically with library design, construction, and operations planning.
- Demonstrated competency/experience of firm and key personnel related to scope of services requested.
- The firm's demonstrated ability to carry out like projects on time and within budget
- References
- Interview

References may be contacted along with other evaluations Pender County feels necessary to accurately determine the criteria listed above. Pender County reserves the right to interview firms who are being considered. In addition, Pender County reserves the right to reject any/all submissions.

GENERAL TERMS AND CONDITIONS:

COSTS INCURRED BY SUBMISSION

The submitting firm will be responsible for all costs associated with the submission of their respective statement of qualifications. The County will not be responsible for the reimbursement of any costs associated with this submission.

CONTACT ONLY WITH DESIGNATED PARTY

After the date and time established for receipt of proposals by the County, any contact initiated by any firm with any County representatives, other than the Finance Director or Purchasing Agent in the Finance Department, concerning this RFQ is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this qualification process.

CONFLICT OF INTEREST

All parties (including subconsultants) must maintain compliance with conflicts of interest guidelines that meet or exceed those required under 2 C.F.R. § 200.318(c)(1) for all projects funded in part or whole with federal or State financial assistance (direct or reimbursed). In addition to the prohibition against self-benefiting from a public contract under N.C. G.S. 14-234, no officer, employee, elected official, governing body member, or agent of Pender County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal or State award if he or she has a real or perceived conflict of interest. A real or perceived conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from award of a contract: the officer, employee, elected official, governing body member, or agent involved in the selection, award, or administration of a contract; as well as any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of these parties. Any such conflict shall be disclosed in writing and included with the Statement of Qualifications. Contractors that are related to County personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding/responding or accepting award of County contracts. Accepting gifts and favors from vendors and contractors is prohibited under N.C. G.S. 133-32, additionally officers, employees, elected officials, governing body members, and agents of Pender County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Violating this policy will result in disciplinary action for the employee and termination of the contract and violating firms/persons may not be eligible for future contract awards.

ADDENDA/CHANGES

Any additions, deletions, modifications or changes made to this RFQ shall be processed through the Pender County Finance Department. Any deviation from this procedure may result in the disqualification of the firm's submittal or the cancellation of any contract resulting from this RFQ.

PROPRIETARY INFORMATION

All Statements of Qualifications received are considered public record and available for public inspection as required by General Statutes 132 - 1.2. Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary. Each individual page considered a trade secret or proprietary information must be labeled “Confidential” in the top right corner. This right of privacy will be construed as narrowly as possible to protect the interests of the individual responding to the RFQ while attempting to maximize the availability of information to the public.

MINORITY BUSINESSES

Pender County encourages all businesses, including DBE, minority, and women-owned businesses to respond to all Request for Qualifications.

AWARD/CONTRACT TIME

No part of this solicitation is to be considered part of a contract nor are any provisions contained herein to be binding of Pender County. Award shall be made to the responsible firm whose qualifications are determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in the RFQ. The County wishes to enter into an agreement with one firm which will be responsible for the work associated with this RFQ. The detailed Scope of Work and schedule of deliverables shall be negotiated with the successful firms for each specified project.

CONTRACT DOCUMENT

The successful firm will be required to enter into a contract with Pender County. A sample contract shall be provided by the firm at the time of submission of the Statement of Qualifications.

SUBCONSULTANTS

If any subconsultants will be used for the various projects, the successful firm shall provide to the Finance Director a list of names of any of the intended subconsultants, their applicable license number(s) and a description of the work to be done by each subconsultant.

The successful firm shall not substitute other subconsultants without the written consent of the County.

The successful firm shall be responsible for all services performed by a subcontractor as though they had been performed by the successful firm. Responsibilities include, but are not limited to, compliance with applicable licensing regulations.

If at any time the County determines that any subcontractor is incompetent or undesirable, the County shall notify the successful firm accordingly, and the successful firm shall take immediate steps for cancellation of the subcontract and replacement.

Nothing contained in any contract resulting from this RFQ shall create any contractual relationship between any subcontractor and the County of Pender.

It shall be the successful firms' responsibility to ensure that all terms of the primary contract with Pender County are incorporated into all subcontracts.

INSURANCE

The selected firm shall purchase and maintain in force, at its own expense, such insurance as will protect the firm and the County, to include general liability insurance coverage, professional liability (E&O), automobile and worker's comp (as applicable), from claims which may arise out of or result from the firm's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, and the general public from any and all claims for injury and damage resulting by any actions on the part of the firm or its forces as enumerated above.

Terms and Limits should be reasonably associated with the contract. As a minimum, the Contractor or vendor shall provide and maintain the following coverage and limits.

Commercial General Liability – General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).

Professional Liability (E&O) – Professional Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).

Automobile – Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

Worker's Compensation (when applicable) – The Contractor or vendor shall provide and maintain worker's compensation insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000, covering all of Contractor or vendor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor or vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

The selected firm shall furnish a copy of an original Certificate of Insurance, naming Pender County as an additional insured within 10 days of notice of contract award.. Should any of the policies be canceled before the expiration date, the issuing company will provide thirty (30) days written notice to the certificate holder. The firm shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Pender County Finance Director and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering any agreement to sublet any part of the work to be completed under this contract.

INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless the County for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Contractor to indemnify Pender County to the extent permitted under North Carolina law.

VENUE FOR LEGAL ACTIONS

By responding to this RFQ, all parties agree to be governed by North Carolina law without regard to its conflicts of law principles. Any legal actions arising from this RFQ process or resulting contract shall be brought in Pender County, North Carolina.

AVAILABILITY OF FUNDS

Any resulting contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

NON-EXCLUSIVE CONTRACT

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected firm. A contract of award shall not restrict the County from acquiring similar, equal, or like goods and/or services from other sources.

COMPLIANCE WITH ALL LAWS AND REGULATIONS

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 RFQ. The RFQ, addenda and the SOQ submission will be incorporated into the contract.

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

-END-

REQUEST FOR QUALIFICATIONS



PENDER COUNTY LIBRARY

Architectural and Engineering Services

RFQ# 24-258 – Addendum 1

Date of Issue: December 11, 2021

Questions extended to be ongoing through project deadline

Statements of Qualifications Due Date Extended to: January 5, 2023 at 5pm



Trisha Newton, Purchasing Manager
PO Box 1578 • 805 S. Walker Street • Burgaw, NC 28425
910.259.1281

Addendum 1 has been issued to elaborate on the Purpose, provide the weight of Evaluation Criteria, in addition to extending deadlines for the submission of Questions and SOQs.

Purpose

Selected firm will be provided with a 2008 Facilities Strategic Plan and a 2009 Building Program to incorporate into the plan, in addition to any other design considerations as determined for current needs. The successful firm will have experience maximizing both usage per square foot and maximizing the fiscal investment, while considering current utilization, County demographics and community input.

Questions

Only written questions will be considered and should be submitted via email to purchasing@pendercountync.gov. **Question will be received through the project deadline and answered as soon as possible/reasonable.** It is not reasonable to expect questions submitted in the last few hours prior to the deadline to be answered before the SOQ submission deadline. Questions and answers will be posted on the Pender County Website directly under the advertisement for RFQ # 25-258: <https://pendercountync.gov/2023/12/pender-county-library-architectural-and-engineering-services/>

SOQ Submission

The deadline for interested and qualified firms to submit their statement of qualifications has been extended to January 5, 2024 at 5pm. Firms are reminded of the 50 page limit, not including covers or dividers. Submit to the following addresses:

By Mail: Pender County, Attention: Trisha Newton, PO Box 1578, Burgaw, NC 28425.

By Courier: Pender County, Attention: Trisha Newton, 805 S. Walker Street, Burgaw, NC 28425.

Clearly mark outside of package "RFQ # 24-258 Library A&E".

Or By email: purchasing@pendercountync.gov with "RFQ # 24-258 Library A&E" as the subject.

Note: **County email addresses can receive a maximum attachment of 50mb. Zip files cannot be accepted. Multiple emails may be submitted if necessary.**

Evaluation and Selection Process

The criteria by which the packages are evaluated include, but are not limited to:

- Clarity of Statement of Qualifications (10pts)
- Firm's understanding and approach of project and proposed time line (10pts)
- Firm's knowledge and demonstrated experience specifically with library design, construction, and operations planning (20pts)
- Demonstrated competency/experience of firm and key personnel related to scope of services requested (25pts)
- The firm's demonstrated ability to carry out like projects on time and within budget (10pts)
- References (10pts)
- Interviews – if needed (15pts)

Interested Firms must continue to monitor the Pender County website for potential addenda.

-END-

Pender County Budget Ordinance Amendment

Page 13 of 16

Fiscal Year

FY 2023-2024

Department

630 - LIBRARY

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	17-399000	Fund Balance Appropriated	186483.55
2	695-399000	Fund Balance Appropriated	880032.45
3	60-397017-6962	Transfer from Fund 17	186483.55
4	60-348804-6962	State-Library	62484.00
5	60-397000-6962	Contribution from Gen Fund	880032.45
6			
7			
8			
9			
10			

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	17-409060-6962	Transfer to CIP	186483.55
2	695-409010	Transfer to Cap Imp Fund	880032.45
3	60-404505-6962	Contracted Services-Engineering	1129000
4			
5			
6			
7			
8			
9			
10			

Total Revenues
2195516

Total Expenditures
2195516

Budget Amendment Balances when Zero.
0

Prepared By:
Angela Miller

Email
mblue@pendercountyn.gov

This form is best viewed in Google Chrome, Microsoft Edge, or Mozilla Firefox and NOT Internet Explorer.

Board Meeting Date
Monday, March 11, 2024

Purpose of Request
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**CAPITAL PROJECT BUDGET ORDINANCE
PENDER COUNTY HAMPSTEAD LIBRARY**

WHEREAS, the Board of Pender County Commissioners desire to adopt a capital project budget ordinance pursuant to and as provided by NCGS 159- 13.2; and

WHEREAS, the Board of Pender County Commissioners desire to construct a library in the Hampstead community.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Pender County Commissioners, as follows:

SECTION 1: The amounts herein set forth are hereby appropriated for the expenses related to the project:

Design	\$ 1,129,000.00
Construction	<u>14,179,000.00</u>
TOTAL PROJECT COST	\$15,308,000.00

SECTION 2: The amounts herein set forth are hereby designated as the funding to be made available for the project to meet the foregoing appropriations:

State Aid to Public Libraries Grant	\$ 62,484.00
Donations	500,000.00
Proceeds from sale of current library	1,393,000.00
Transfer from Capital Reserve Donations	186,483.55
Transfer from General Fund	<u>13,166,032.45</u>
TOTAL PROJECT FUNDING	\$ 15,308,000.00

SECTION 3: Authorized activities for the Hampstead Library Building Project include the expenditure of budgeted funds for site development, design, and construction. The officials of Pender County are hereby directed to proceed with the project within the terms of the budget contained herein,

SECTION 4: The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to provide the accounting of federal, state and local regulations.

SECTION 5: Funds may be advanced from the General Fund for the purpose of making payments as due.

SECTION 6: Copies of this ordinance shall be filed with the Finance Director and the Clerk to the Board of Commissioners to be kept by them for their direction in carrying out this project.



Pender County
A resolution of Pender County, North
Carolina, supporting the America 250 NC
committee for the United States
semiquincentennial (AMERICA 250 NC).

TO: Board of County Commissioners
FROM: Olivia Dawson
DATE: March 11, 2024
SUBJECT: A resolution of Pender County, North Carolina, supporting the America 250 NC committee for the United States semiquincentennial (AMERICA 250 NC).

SUMMARY:

A resolution of Pender County, North Carolina, supporting the America 250 NC committee for the United States semiquincentennial (AMERICA 250 NC). The resolution allows for an official committee of Pender County which will also allow for the grant funding for such related activities and events.

The heart of the America 250 NC commemoration lies within the county committees. These committees are dedicated to planning and organizing events, projects, and initiatives at the county level. They serve as the local conduit to the statewide commemorative programming, amplifying the rich history of our state and local communities. They also seek to foster the participation of a wide variety of local organizations and groups to participate in creating America 250 NC events and resources.

each county is asked to only have one official committee and that they gather a cross-section of the community to serve. A committee may be officially recognized as the central county body coordinating the local America 250 NC commemoration activities through a resolution passed by the county commissioners.

ACTION REQUESTED:

To approve the formal resolution supporting the America 250 NC Pender County committee for the United States semiquincentennial (AMERICA 250 NC)

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



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

Resolution of Pender County
Recognizing and Approving of the Pender County
Official America 250 NC Committee

A resolution of Pender County, North Carolina, supporting the America 250 NC committee for the United States semi quincennial (AMERICA 250 NC).

WHEREAS, Roy Cooper, Governor of North Carolina created AMERICA 250 NC to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States and North Carolina’s integral role in that event and the role of its people on the nation’s past, present, and future: and

WHEREAS, AMERICA 250 NC has a mission to engage ALL North Carolinians and ALL 100 counties through their many signatures and officially recognized programs, projects, and events over the commemoration by inspiring future leaders and celebrating North Carolina’s contributions to the nation over the last 250 years; and

WHEREAS, by adoption of America 250 NC’s mission, Pender County’s Committee is officially formed to achieve the goals of America 250 NC.

NOW, THEREFORE, BE IT RESOLVED, that the County of Pender hereby endorses AMERICA 250 NC and its mission; and

RESOLVED, the County of Pender officially establishes an AMERICA 250 NC Committee made up of a diverse group of citizens to work with AMERICA 250 NC on any and all activities. The participants of the Pender County Committee will be strictly voluntary roles and there will be no compensation for participation.

IT IS FURTHER RESOLVED that a copy of this resolution be sent to the North Carolina legislative delegation and the AMERICA 250 NC Committee.

ADOPTED this ____ day of _____, 2024.

David Andrews, Clerk to the Board

Brad George, Chair
Pender County 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 FY2023-2024 Audit Contract
and related Purchase Order

TO: Board of County Commissioners
FROM: Meg Blue
DATE: March 11, 2024
SUBJECT: Approval of FY2023-2024 Audit Contract and related Purchase Order

SUMMARY:

In FY 2021, County Finance put out a Request for Proposal to audit firms that perform County audits in the State of North Carolina. Staff is recommended a very reputable firm in the North Carolina Governmental auditing industry - Martin Starnes & Associates, CPA, P.A. They perform almost a quarter of County audits in North Carolina and have a very respected reputation with the NC Local Government Commission.

Since then, many of the firms that were performing this work have removed themselves from the pool of available governmental auditors. At a recent regional meeting of Finance personnel from surrounding local governments, one of the main topics of conversation was finding and keeping a good qualified audit firm, mentioning Martin Starnes & Associates by name. We are pleased to continue our relationship with them per our initial RFP/Contract, appreciate their efforts in keeping things on track to complete the audit earlier than in many recent years, and look forward to more progress together in the future.

This contract is for Martin Starnes & Associates, CPAs, P.A. to complete the FY2024 audit. This expense is budgeted annually in 660-404501.

ACTION REQUESTED:

Approval of FY2023-2024 Audit Contract and related Purchase Order

The	Governing Board Board of Commissioners
of	Primary Government Unit Pender County, NC
and	Discretely Presented Component Unit (DPCU) (if applicable) Pender Tourism Development Authority

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Drive SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
-----	--------------------------------	---

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name: **Title and Unit / Company:** **Email Address:**

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

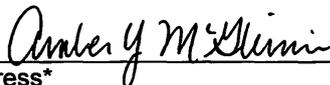
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Pender County, NC
Audit Fee (financial and compliance if applicable)	\$ 84,590 (includes single audit for up to 2 programs)
Fee per Major Program (if not included above)	\$ 4,000 per major program in excess of 2
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 9,000
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 105,590 (includes 5 major programs)

Discretely Presented Component Unit	Pender Tourism Development Authority
Audit Fee (financial and compliance if applicable)	\$ 4,000
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 4,000

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 02/23/24	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Pender County, NC	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* Brad George, Chair	Signature*
Date	Email Address* bgeorge@pendercountync.gov
Chair of Audit Committee (typed or printed, or "NA") N/A	
Date	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 105,590 (includes 5 major programs)
Primary Governmental Unit Finance Officer* (typed or printed) Margaret C. Blue, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* mblue@pendercountync.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Pender Tourism Development Authority	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)* Susan Griffin, Chair	Signature*
Date*	Email Address* susan.griffin66.sg@gmail.com

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$ 4,000
DPCU Finance Officer (typed or printed)* Margaret C. Blue, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* mblue@pendercountync.gov

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

Raleigh
 4060 Barrett Drive
 Post Office Box 17806
 Raleigh, North Carolina 27619
 919 782 9265
 919 783 8937 FAX

Durham
 3500 Westgate Drive
 Suite 203
 Durham, North Carolina 27707
 919 354 2584
 919 489 8183 FAX

Pittsboro
 579 West Street
 Post Office Box 1399
 Pittsboro, North Carolina 27312
 919 542 6000
 919 542 5764 FAX

Smithfield
 212 East Church Street
 Post Office Box 2348
 Smithfield, North Carolina 27577
 919 934 1121
 919 934 1217 FAX



Pender County Discussion of various land use topics

TO: Board of County Commissioners
FROM: Daniel Adams
DATE: March 11, 2024
SUBJECT: Discussion of various land use topics

SUMMARY:

During recent meetings of the Board, there has been discussion regarding various land use topics including the use of Recreational Vehicles (RV's) and how accessory structures are permitted. Staff would like to offer information on how these items are referenced in the Unified Development Ordinance (UDO), then seek feedback from the Board on potential changes.

ACTION REQUESTED:

Discussion and feedback on potential changes to the UDO.



Pender County Appointment to the Advisory Board of Health

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: March 11, 2024
SUBJECT: Appointment to the Advisory Board of Health

SUMMARY:

Bonita Sue Pyler has vocalized interest in filling the physician position on the Advisory Board of Health. Ms. Pyler was first appointed to the Advisory Board of Health in October 2023 as a public member. Ms. Pyler has a background as a family nurse practitioner and is a retired public health service Officer. If the Board chooses to appoint her to the physician position, her term will begin October 2, 2023, and expire on September 30, 2027.

The clerk has advertised the physician position for almost a year and has received no applications to fill the seat. In the past, family nurse practitioners have filled the physician seat when no other physicians applied. It is the clerk's recommendation to approve Ms. Pyler's application for the physician position.

ACTION REQUESTED:

Consideration to Appoint Bonita Sue Pyler to the Advisory Board of Health as the Physician.

ATTACHMENTS:

Bonita Sue Pyler's 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	Pylar			First	Bonita			M.I.	Sue	Date	09-14-2023
Physical Address	52 Saddlebrook Lane							Apartment/Unit #	North Carolina		
City	Hampstead			State	NC			ZIP	28443		
Mailing Address (if different from above)	52 Saddlebrook Lane North Carolina										
City	Hampstead			State	NC			ZIP	28443		
Home Phone	(908) 725-6959			Work Phone				E-mail Address 1	bpyler@gmail.com		
Fax Number								E-mail Address 2			
Board Interest(s)	Public Health										
How long have you been a resident of Pender County?	3										
EDUCATION											
High School	Immaculata			Location	Somerville			NJ			
From	1964	To	1968	Did you graduate?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Diploma				
College	University of Pennsylvania			Location	Philadelphia			PA			
From	1982	To	1984	Did you graduate?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Degree	Masters Degree			
Other	Rocky Mountain University of the ...			Location	Provo			UT			
From	2013	To	2015	Did you graduate?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Degree	PhD			
EMPLOYMENT HISTORY											
Current Employment	retired						Job Title	Apiarist			
Responsibilities	Beekeeper										
Previous Employment	US Public Health Service/commissioned officer						Job Title	Regional Federal Emergency Coordinator region 2			
Previous Employment	US Public Health Service/commissioned officer						Job Title	Associate Professor Graduate School of Nursing, ...			
Previous Employment	US Public Health Service/commissioned officer						Job Title	EPA Occupational Health Clinic manager, Edison, NJ			
COMMUNITY INVOLVEMENT											
Please list current and past membership in civic or other organizations and offices held:											
I was a volunteer (nurse) member of Morris Township NJ Board of Health, also functioning Vice President of the same prior to moving to NC, 2014 -2020.											

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If yes, explain (including length of service).	
State reasons why you feel qualified for this appointment(s):			
I have over 30 years of nursing experience as a family nurse practitioner. I am also a retired US Public Health Service Officer with a long history of services and responsibilities.			
MILITARY SERVICE			
Branch Navy		From 1984	To 1988
Rank at Discharge 03		Type of Discharge (optional) Honorable	
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 type="checkbox"/>	NO <input checked="" type="checkbox"/>	If yes, list family member name(s) and position/board or committee(s).	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment.			
I also served as a staff nurse in the US Air Force (1977-1980). A Family Nurse practitioner in the US Navy (1984-88) and a US Public Service Commissioned Officer from 1988-2010. After retirement, I volunteered to serve on the Morris Township Board of Health (2014-2020). Presently my RN and FNP licenses are active in NJ.			
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: March 11, 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
7. Attachment 5: TIA Approval Letter

**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 (Continued) February 20, 2024: BOCC (Continued) March 11, 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

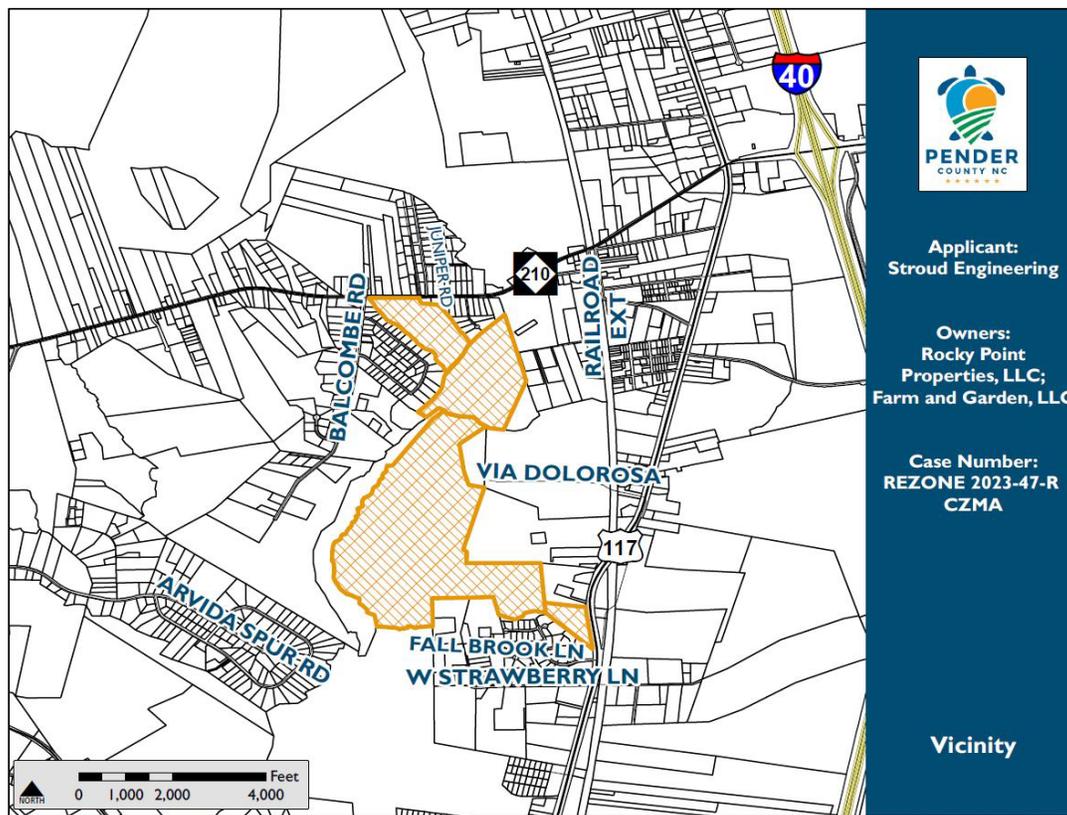
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1. To remove the approved connection to Fall Brook Lane and establish another access to US HWY 117 through PIN 3234-53-1216-0000, which is currently zoned RP, Residential Performance;
 2. Reduce the approved side yard setbacks for single-family homes 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 (UDO), 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. A Traffic Impact Analysis (TIA) has been completed for this project and the TIA approval letter is included as Attachment 5.

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.

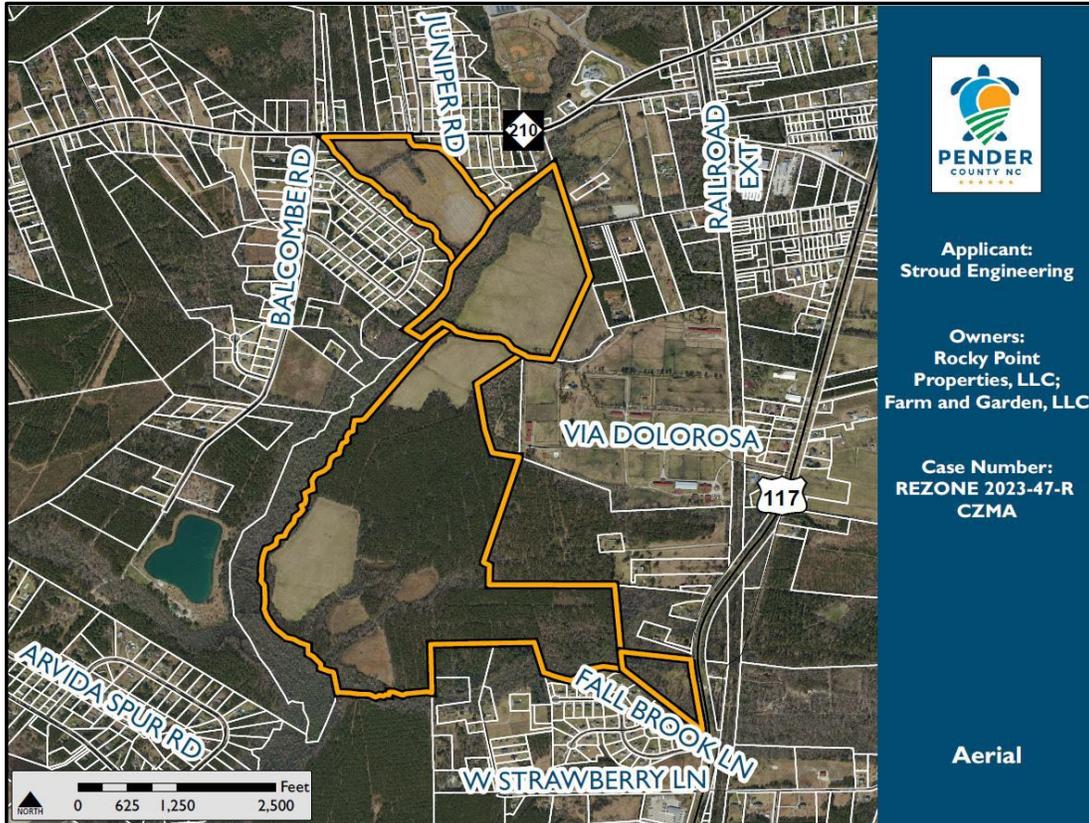
Modification to Dimensional Standards

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'

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.

Below: Aerial Map of the Area



Applicant:
Stroud Engineering

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

Case Number:
REZONE 2023-47-R
CZMA

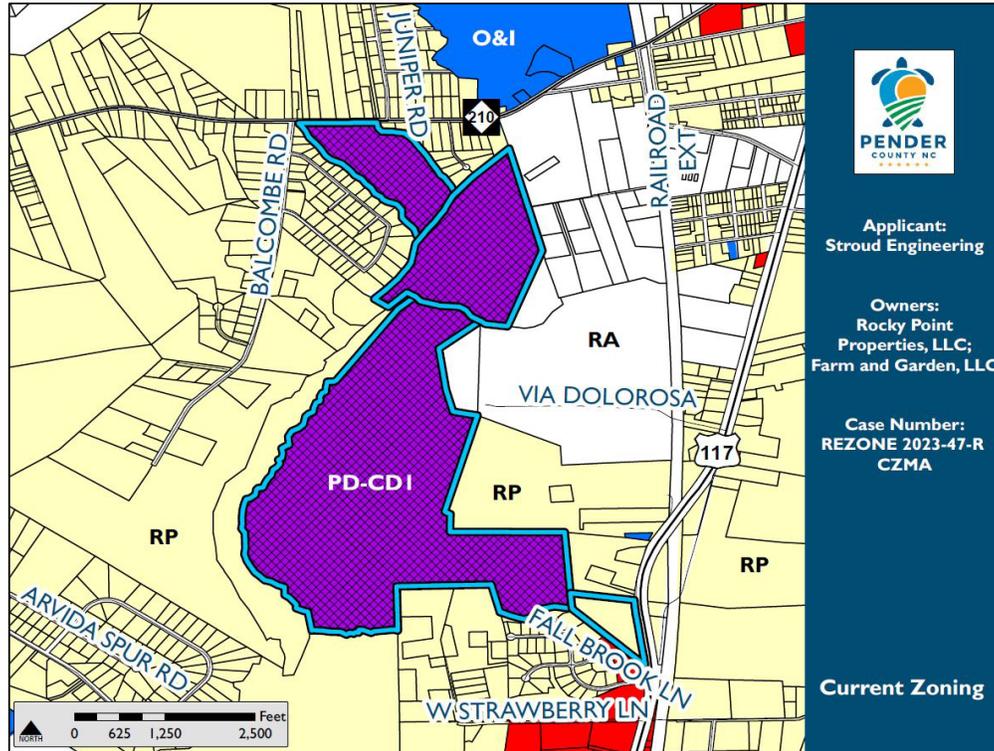
Aerial

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

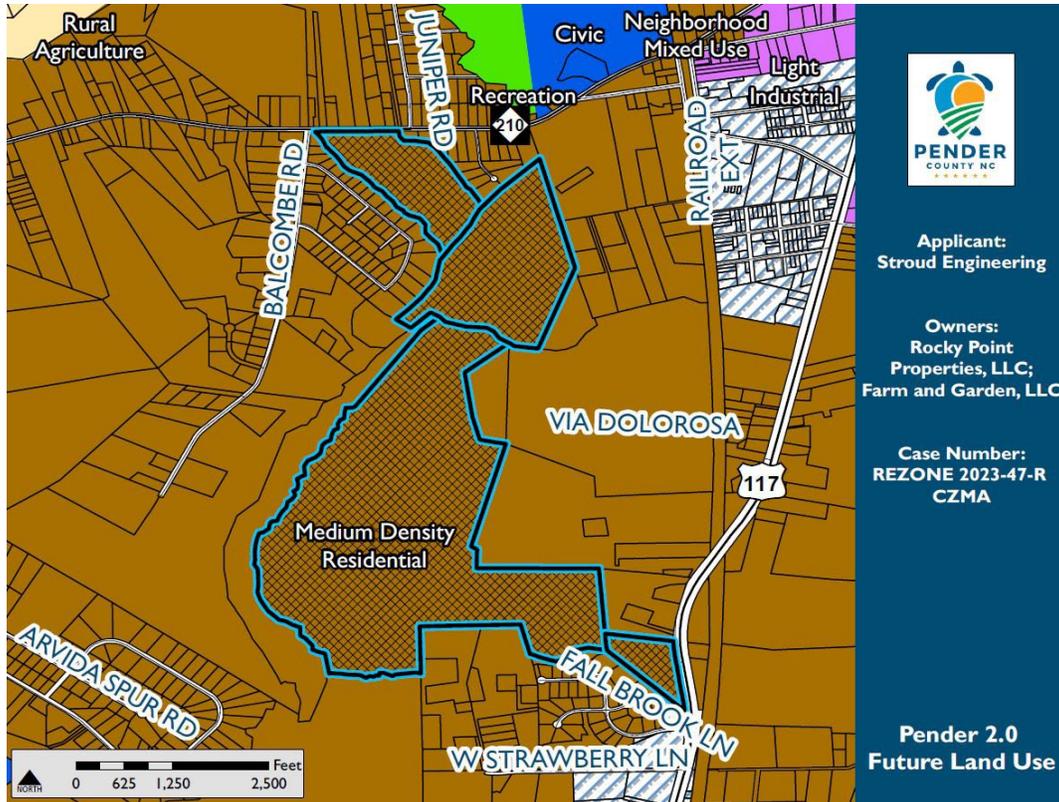
Below: Current Zoning Map of the Area



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.

The requested revision 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 proposed revision to the southern access point is supported by the reduction in wetlands impacts, which the UDO provides as a justification for waiving the roadway connection requirement.

The reduction in the side yard setback from 10 feet to five feet is consistent with similar medium density residential developments throughout the County. It is also consistent with the intent of the UDO, as noted in Article 7.14, Low Impact Development (LID). This Article provides for a reduction in dimensional measurements, including a 50% reduction in the side yard setback in residential zoning districts, if a project is certified to the LID standard. While this project is not proposed to meet the LID standard, it does demonstrate characteristics of an LID project, including clustering development to preserve open space and providing above-average stormwater infrastructure. The property was previously zoned RA, Rural Agricultural and RP, Residential Performance. Had these properties developed under those zoning districts and met the LID standards, the side yard setbacks could have been reduced to 7.5 feet (RA) and 5 feet (RP) by-right.

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 3.3.9 and 4.13 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 and thus recommends approval.

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 revision 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.

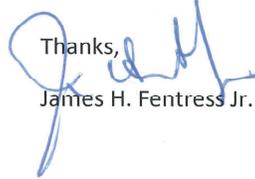
Article 4.14 (1) reports that setbacks for the PD zone are to be as shown by the Master Development Plan. The originally approved Master Development Plan represented PD zoning residential side setbacks to be ten feet. The developer is requesting the PD zoning residential side setbacks to be reduced to 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

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252.756.9352

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MOREHEAD CITY, NORTH CAROLINA 28557
252.247.7479

Page 24 of 39

Attachment 3: Revised Master Development Plan

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

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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 ambitious 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.

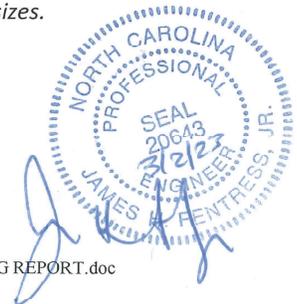
Various questions:

- 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

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252.247.7479

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.

ATTACHMENT 5: TIA Approval Letter



305 Chestnut Street
PO Box 1810
Wilmington, NC 28402
Ph: (910) 341-3258
Fax: (910) 341-7801
www.wmpo.org

~~October 12, 2021 REVISED October 13, 2021~~
~~2nd REVISION May 26, 2022~~
3rd REVISION December 6, 2023

Ms. Dionne Brown, PE

DAVENPORT
4600 Marriott Drive, Suite 350
Raleigh, NC 27612

RE: **3rd REVISED** ~~2nd REVISED~~ Approval of the Falls Mist Gardens **Supplemental Transportation Analyses**
to the Traffic-Impact Analysis (TIA) in Pender County, NC

Dear Ms. Brown,

The WMPO, NCDOT, and Pender County staffs have reviewed the **following technical documents**:

- 1) Falls Mist Development and Signal Warrant technical memorandum (dated October 13, 2023),**
- 2) Supplementary Traffic Impact Analysis for Falls Mist Gardens, (sealed July 25, 2023),**
- 3) Supplemental Transportation Analysis (dated March 31, 2022) which adds to**
- 4) Supplemental Traffic Impact Analysis submitted in August 13, 2021 and**
- 5) the initial Falls Mist Gardens TIA (sealed November 2, 2020).**

The development is an extension of an existing development, currently under construction. Based on the information provided, and discussions held to date, it is our understanding that the proposed development will consist of:

Phase 1 (build year 2022):

300 dwelling units Single-Family Detached Housing (ITE Land Use Code 210)
32,670 SF Supermarket (ITE Land Use Code 850)

Phases 1 & 2 (build year 2025):

600 dwelling units Single-Family Detached Housing (ITE Land Use Code 210)
32,670 SF Supermarket (ITE Land Use Code 850)

Phases 1 – 3 (build year 2028):

700 dwelling units Single-Family Detached Housing (ITE Land Use Code 210)
32,670 SF Supermarket (ITE Land Use Code 850)

Wilmington Urban Area Metropolitan Planning Organization

City of Wilmington • Town of Carolina Beach • Town of Kure Beach • Town of Wrightsville Beach
County of New Hanover • Town of Belville • Town of Leland • Town of Navassa • County of Brunswick
County of Currituck • Pamlico County • Dare County • Wayne County • North Carolina Department of Transportation

Page 35 of 39

3rd 2nd REVISED Approval of the November 2, 2020 Falls Mist Gardens TIA and Supplemental Analyses

Full Build (build year 2028):

750 dwelling units Single-Family Detached Housing (ITE Land Use Code 210)

32,670 SF Supermarket (ITE Land Use Code 850)

For the purposes of this approval, a full build out year of 2028 will be assumed.

Based on review of the analysis provided in the TIA report, the following improvements are required by the developer:

NC 210 and I-40 WB Ramps

- No improvements are required.

NC 210 and I-40 EB Ramps

For Phases 1-3:

- *Install signal if/when warranted with necessary signal coordination equipment. A signal warrant analysis will be required from the developer if/when operational issues are observed or concerns received by NCDOT.*

At Full Build:

- *Install signal with necessary signal coordination equipment.*

US 117 and NC 210

For Phases 1 – 3, no improvements are required.

At Full Build:

- *Provide a westbound right turn lane with 200 feet of storage and appropriate deceleration and taper.*
- *Restripe the westbound left/through lane to 200 feet left turn lane.*
- *Provide an eastbound right turn lane with 100 feet of storage and appropriate deceleration and taper.*
- *Restripe the existing right turn lane as through lane.*
- *Modify the signal to provide protected left turn movements for the eastbound and westbound left turn movements. Optimize signal timings.*

US 117 and NC 133

- No improvements are required.

US 117 and Fallbrook Lane/Site Access 1

For Phases 1 – 3, no improvements are required.

At Full Build:

- ~~*Provide signalization.*~~

3rd 2nd REVISED Approval of the November 2, 2020 Falls Mist Gardens TIA and Supplemental Analyses

- ~~○ Provide a southbound right turn lane with 100 feet of storage and appropriate deceleration and taper.~~
- ~~○ Provide a separate eastbound left turn lane with 200 feet of storage and a right turn lane with full storage.~~
- **No improvements are required.**

NC 210 and Site Access 2

- For Phase 1:
 - Provide a westbound left turn lane with 250 feet of storage and appropriate deceleration and taper.
 - Provide an eastbound right turn lane with 50 feet of storage and appropriate deceleration and taper.
 - Provide separate northbound left turn lane with 200 feet of storage and a northbound right turn lane with full storage.
 - Provide stop control for the northbound approach.
 - Construct the site access with 150 feet of internal protected stem and one ingress and two egress lanes.

Additional access point (Leuven Lane/Site Access 3-#1) to be built as part of Phase 3:

US 117 and Leuven Lane/Site Access 3 (proposed stop-controlled T-intersection)

- **Construct site access with one ingress and two egress lanes with an internal protected stem of 125 feet, measured from the right-of-way line and configured with one right turn lane with full storage and one left turn lane with 125 feet of storage.**
- **Provide stop control for eastbound approach.**
- **Construct a northbound left turn lane on US 117 with 100 feet of storage, 50 feet of full-width deceleration and 150 feet of taper.**
- **Construct a southbound right turn lane on US 117 with 75 feet of storage, 50 feet of full-width deceleration and 150 feet of taper.**
- **The applicant is to monitor this intersection for signalization and perform a signal warrant analysis six (6) months to one (1) year after full build out.**
- **Provide signalization when warrants are met.**

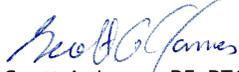
If **additional changes** are made to the proposed site driveways and/or use, ~~the current trip distribution may need to be modified and would require a revised Traffic Impact Analysis to be submitted~~ **is required** for review by the NCDOT, WMPO, and Pender County in which case, this approval would become null and void.

The applicant is required to obtain all applicable Pender County and NCDOT permits for access to the road network. All applicable NCDOT and Pender County technical standards and policies shall apply.

3rd 2nd REVISED Approval of the November 2, 2020 Falls Mist Gardens TIA and Supplemental Analyses

Please contact me at (910) 473 – 5130 with any questions regarding this approval

Sincerely,



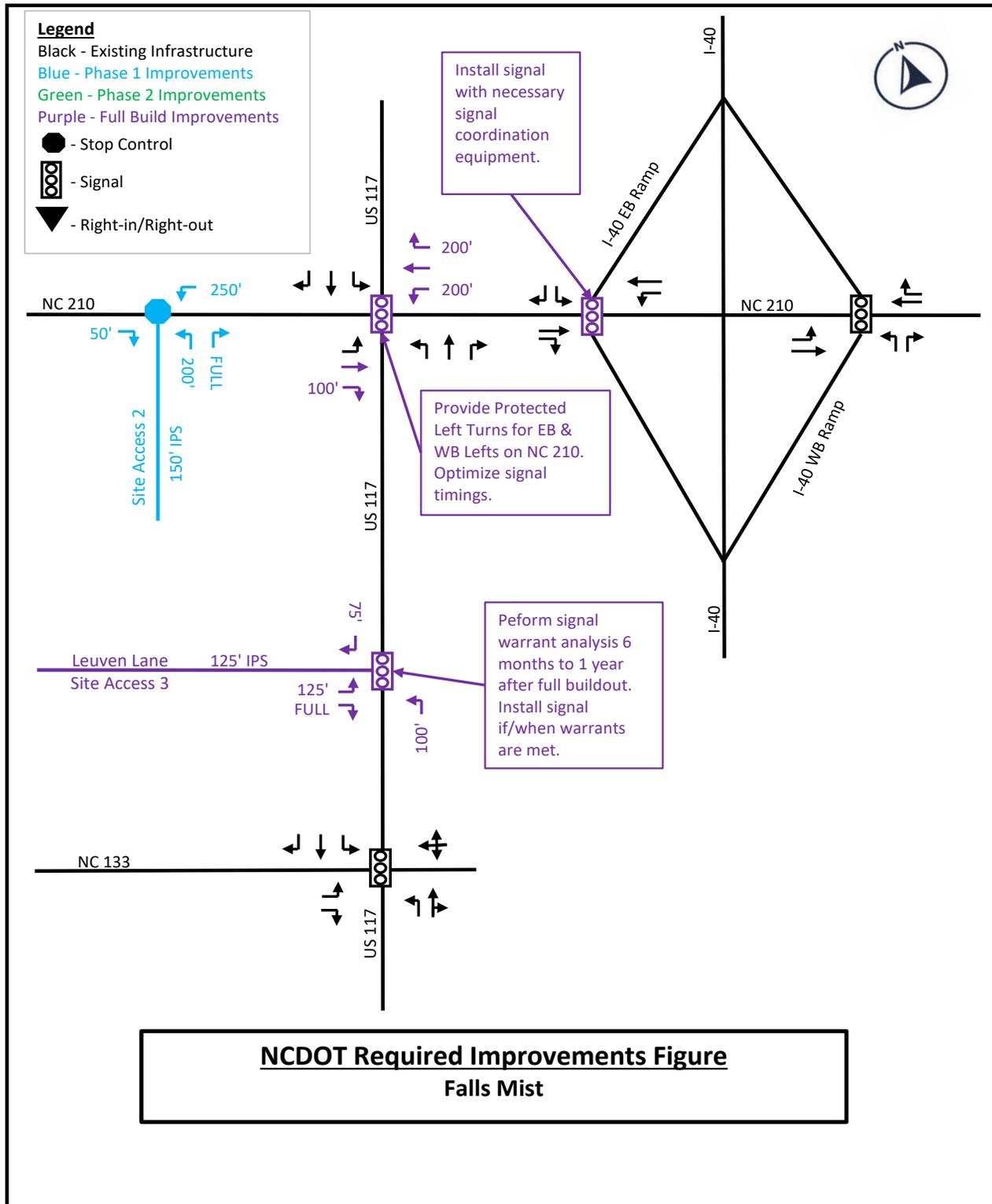
Scott A. James, PE, PTOE

Transportation Planning Engineer

Wilmington Urban Area MPO

Attachment NCDOT exhibit of required improvements

ec: Kirsten Spirakis, PE, District Engineer, NCDOT
Tanya Sokolik-Porch, Assistant District Engineer, NCDOT
Stonewall Mathis, PE, Division Traffic Engineer, NCDOT
Krupa Koilada, Senior Assistant Division Traffic Engineer, NCDOT
Bryce Cox, Assistant Traffic Engineer, NCDOT
Daniel Adams, Planning Director, Pender County
Justin Brantley, Deputy Planning Director, Pender County
Adam Moran, Long Range Planner, Pender County
Taylor Davis, Current Planner, Pender County
Jamar Johnson, EI, Engineering Associate, WMPO





Pender County
REZONE 2023-61: Request to rezone two parcels from the GB, General Business zoning district to the CZ-6, Conditional Zoning District 6 in the Topsail Township

TO: Board of County Commissioners
FROM: Daniel Adams
DATE: March 11, 2024
SUBJECT: REZONE 2023-61: Request to rezone two parcels from the GB, General Business zoning district to the CZ-6, Conditional Zoning District 6 in the Topsail Township

SUMMARY:

TW & AG Timber, LLC, applicant and owner, is requesting approval of a conditional zoning map amendment to rezone two parcels totaling approximately 6.21 acres from the GB, General Business zoning district to a conditional zoning district, Conditional Zoning District 6. The proposed request would permit commercial and light industrial uses, including machinery and equipment rental and leasing, and septic tank and related services, in addition to all uses currently permitted by right in the GB zoning district. The subject parcels are located approximately 0.15 miles west of the intersection of US Highway 17 and NC Highway 210 in the Topsail Township and can be further identified by Pender County PINs 3282-87-3771-0000 and 3282-88-1093-0000.

ACTION REQUESTED:

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

ATTACHMENTS:

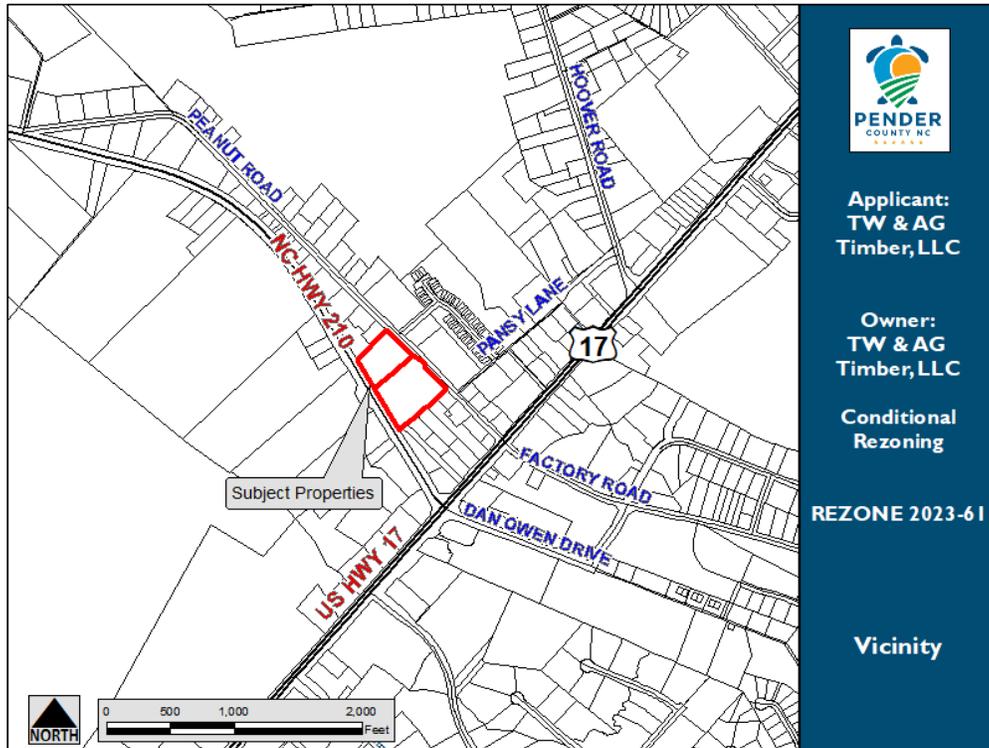
1. Staff Report
2. Application
3. Attachment 1: Narrative
4. Attachment 2: Table of Permitted Uses
5. Attachment 3: Site Plan
6. Attachment 4: Public Input Meeting Packet

**STAFF REPORT FOR REZONE 2023-61
CONDITIONAL ZONING MAP AMENDMENT APPLICATION**

APPLICATION SUMMARY	
Case Number	REZONE 2023-61
Hearing Dates	February 6, 2024 – Planning Board March 11, 2024 – Board of Commissioners
Applicant	TW & AG Timber, LLC
Property Owner	TW & AG Timber, LLC
Parcel Identification Number(s)	3282-87-3771-0000 & 3282-88-1093-0000
Proposed Rezoning Area	6.21 acres
Township	Topsail
Current Zoning District	GB, General Business
Pender 2.0 Future Land Use Category	Regional Mixed Use

REZONING PROPOSAL
TW & AG Timber, LLC, applicant and owner, is requesting approval of a conditional zoning map amendment to rezone two parcels totaling approximately 6.21 acres from the GB, General Business zoning district to a conditional zoning district, Conditional Zoning District 6. The proposed request would permit commercial and light industrial uses, including machinery and equipment rental and leasing, and septic tank and related services, in addition to all uses currently permitted by right in the GB zoning district.
LOCATION
The subject parcels are located approximately 0.15 miles west of the intersection of US Highway 17 and NC Highway 210 in the Topsail Township and can be further identified by Pender County PINs 3282-87-3771-0000 and 3282-88-1093-0000.

Below: Vicinity Map of the Area



REZONING REQUEST & DEVELOPMENT PROPOSAL

The applicant is proposing to rezone approximately 6.21 acres across two tracts from the GB, General Business zoning district to the CZ-6, Conditional Zoning District 6. The applicant is seeking to expand the commercial uses that are currently allowed on the site to include multiple heavy commercial and light industrial uses. There are two buildings on site, one of which was previously used as a church and the other was operated by Carolina Outboard, a boat sales, service and repair business. As noted within the applicant's narrative, included in the Board's packet as Attachment 1, the proposed conditional zoning district would permit all uses that are currently permitted by right in the General Business zoning district (excluding those uses that are permitted via a Special Use Permit) and thus currently allowable on the site, in addition to multiple heavy commercial/light industrial uses that are not currently permitted on the site.

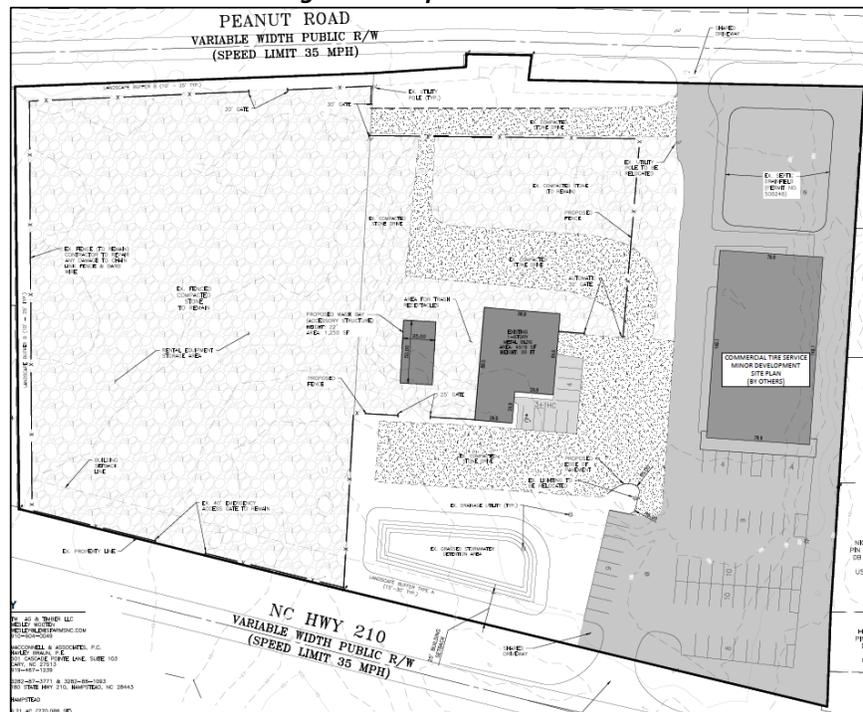
Pender County uses the North American Industry Classification System (NAICS) to classify land uses based on functional or product characteristics. Functions and characteristics include the type and amount of activity, the type of customers and how goods or services are sold or delivered. More information on how the NAICS system is used can be found in Article 5 of the County's Unified Development Ordinance (UDO). The applicant has specifically requested that NAICS code 532490, Commercial and Industrial Machinery and Equipment Rental and Leasing,

and 562991, Septic Tank and Related Services, be permitted uses in the proposed conditional zoning district. The Table of Permitted Uses, located in Article 5.2.3 of the UDO and included as Attachment 2, notes how these uses are currently permitted in the various zoning districts throughout the County. NAICS code 532490 is a permitted use in the IT, Industrial Transitional and GI, General Industrial zoning districts, while NAICS code 562991 is only permitted via a Special Use Permit in the General Industrial zoning district. If the proposed conditional zoning map amendment is approved, these uses would become permitted by right, meaning future uses that fall within these NAICS code categories would be permitted administratively by staff.

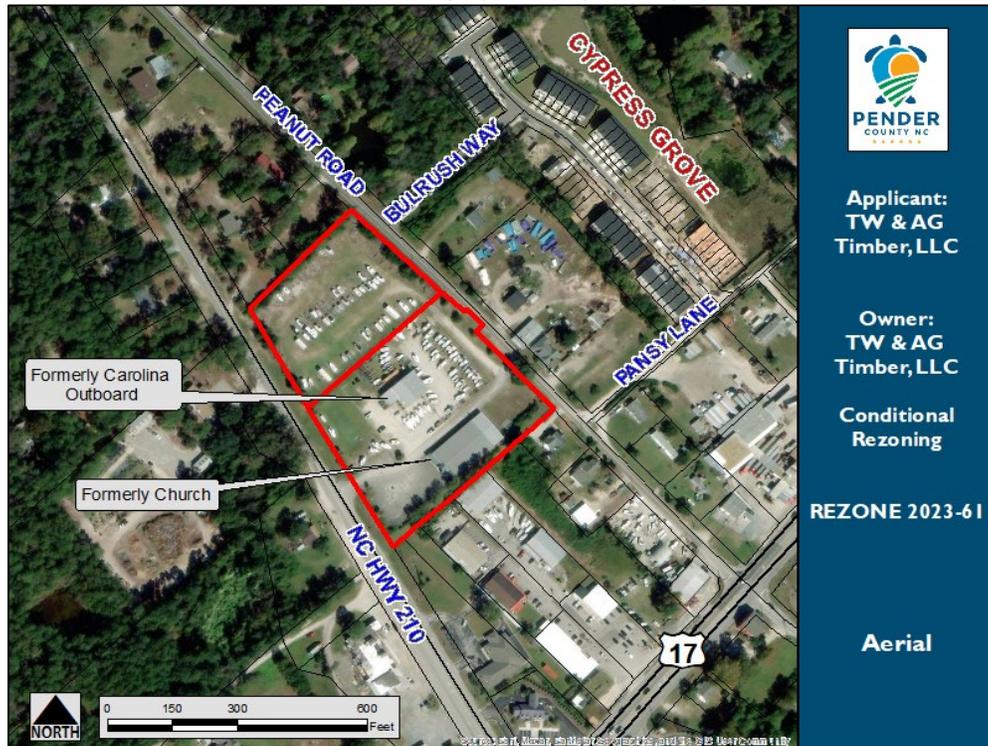
The applicant is also requesting all uses that are currently permitted by right in the General Business zoning district be permissible on this site. More information on the proposed uses is included in the applicant’s narrative in Attachment 1. Since the property is currently zoned General Business, this request can be viewed as an expansion of the existing commercial zoning district to allow for the siting of limited heavy commercial and light industrial uses.

The applicant has recently submitted a minor site development plan application to operate a commercial tire service business (NAICS Code 441) within the area on the eastern side of the property and highlighted in grey in the site plan shown below. This portion of the site had previously operated as a church. Since this use is permitted by right in the General Business zoning district, the proposed rezoning request has no impact on the review of that proposal.

Figure 1: Proposed Site Plan



Below: Aerial Map of the Subject Properties



Intent of Conditional Zoning, Article 3.3.9.B

A conditional zoning district (aka “CZ”) 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, 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 required to submit a site development plan for each new land use that occupies the site. The site development plan would be reviewed by staff and the Pender County Technical Review Committee (TRC). Review and approval of the site development plan would be an administrative procedure, meaning staff would issue any approvals, consistent with the requirements outlined in the UDO. Changes to the proposed conditional zoning district, including an alteration of the proposed dimensional standards, uses, requirements or conditions would require the applicant to resubmit a conditional zoning proposal in accordance with Article 3.3.9.B.6 of the UDO.

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 dimensional standards for the site, which are consistent with the General Business zoning district:

Table 1: Dimensional Standards	
Minimum Front Yard (NC HWY 210)	25'
Minimum Rear Yard (Peanut Road)	10'
Minimum Side Yard	10'
Minimum Corner Yard	12'
Maximum Building Height	40'
Minimum Lot Size	15,000 Sq. Ft.
Minimum Lot Width	80'
Minimum Structure Separation	20'

Staff is proposing additional dimensional standards for the site that apply only to the storage of the rental equipment so that it is properly set back from the roadways and adjacent properties. The applicant has noted that heavy commercial and industrial equipment, including mobile office units and portable toilets will be stored on site. An adequate setback and buffer for this equipment is important to ensure a reduction in the impacts to adjacent property owners, especially those residential properties located to the west of the site. Staff is proposing the following standards apply only to the rental equipment being stored on the site. These standards are similar to those found in the Industrial Transitional zoning district.

Table 2: Setbacks/Standards for Equipment Stored on Site	
Minimum Front Yard (NC HWY 210)	40'
Minimum Rear Yard (Peanut Road)	25'
Minimum Side Yard Adjacent to Western Boundary	50'
Minimum Side Yard Adjacent to Eastern Boundary	10'
Maximum Equipment Height	20'

Allowable Uses

The applicant is primarily proposing uses that are permitted by right within the General Business zoning district, which is the current zoning designation for this site. Examples of those uses include artisan manufacturing, food and beverage stores, gasoline stations, and administrative

and support services. The applicant is also proposing the addition of multiple heavy commercial and light industrial uses that would not be permitted at this site under its current zoning designation. Those uses include commercial and industrial machinery and equipment rental and leasing (NAICS 532490), and septic tank and related services (562991). The applicant has stated their intent is to allow a commercial and industrial equipment rental company to occupy a portion of the site. The applicant has expressed that this user will rent, among other things, mobile office units and portable toilets. The applicant has noted that the portable toilets will not be cleaned or pumped on site, which staff has recommended including as a condition of approval.

Figure 2: Pender County Table of Permitted Uses

Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Commercial and Industrial Machinery and Equipment Rental and Leasing	5324								P	P	
All Other Waste Management Facilities	56299									S	

Landscaping and Buffers

The applicant has proposed a Type A buffer along the NC Highway 210 boundary, a Type B buffer along the western property boundary adjacent to existing residential uses, a Type B buffer along the eastern boundary adjacent to existing predominantly vacant or commercial land uses, and a Type B buffer along the northern boundary adjacent to Peanut Road. The applicant is proposing to use existing vegetation and supplementing that vegetation to meet the buffer requirements.

Staff is instead proposing an increase to the buffer requirements proposed by the applicant. Rather than solely rely on vegetation to meet buffer requirements, staff is proposing the applicant install a six-foot-tall opaque fence around the perimeter of the site that will be used for heavy equipment rental and storage. There is an existing chain link fence on the site that could be modified to meet the opaqueness standard. The buffer, in conjunction with the setbacks for the storage of the rental equipment, will reduce the potential impacts of this development on existing adjacent land uses. The table below outlines the applicant’s proposed buffers along with staff’s proposed buffers. Following the table are descriptions of each buffer type found within Article 8.2 of the UDO.

Location	Applicant’s Proposal	Staff’s Proposal
NC HWY 210	A	A + 6’ tall opaque fence
Peanut Road	B	B + 6’ tall opaque fence
Eastern Boundary	B	B
Western Boundary	B	C + 6’ tall opaque fence

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.

Buffer B

This buffer is a medium density planting area to be used primarily along non street boundary lines to provide spatial separation between similar types of uses.

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.

As noted in the buffer descriptions above, the denser buffers are intended to create a spatial separation between different types of uses. In this case, there are proposed heavy commercial and light industrial uses adjacent to existing residential structures. Establishing a spatial separation via a dense buffer will better protect and preserve the existing adjacent land uses. Additionally, the applicant's proposed Type B Buffer along the western boundary adjacent to residential uses is inconsistent with the UDO.

A significant tree survey conforming with Article 8.1.3 of the UDO will be required prior to administrative approval of any subsequent Site Development Plan within this project. The applicant has noted that there are no significant trees proposed to be removed.

TRANSPORTATION INFRASTRUCTURE

Roadways and Access

The subject parcel is accessible from two state-maintained roads – NC Highway 210 and Peanut Road (SR 1570). The site has existing access to both roads, though the applicant has stated that the primary point of access will be NC Highway 210 with Peanut Road serving as a secondary access point.

The North Carolina Department of Transportation (NCDOT) and Wilmington Urban Area Metropolitan Planning Organization (WMPO) provided comments to the applicant as part of the initial technical review of the project. Those comments noted that the access off Peanut Road shall prohibit internal left turn movement within 50 feet of the right of way and that the existing 30-foot-wide gate with direct access to Peanut Road on parcel 3282-88-1093-0000 will need to be removed. The existing 40-foot-wide gate on parcel 3282-88-1093-0000 shall remain as emergency access only. Staff is including these items as conditions of approval for the site.

The NCDOT further noted that this site falls within the project boundaries for the future State Transportation Improvement Program (STIP) project U-5732 – US 17 Divided Median Project and that future access to the site from NC Highway 210 will be limited to right-in/right-out only.

Traffic

Based on the trip generation numbers provided by the applicant’s engineer and through conversations with WMPO staff, a Traffic Impact Analysis (TIA) will not be required for the proposed development. The UDO requires a Traffic Impact Analysis (TIA) to be completed when a development generates 100 trips in the morning or evening peak hours or over 1,000 trips per day. The proposed development is not projected to reach the peak hour or daily threshold volumes. Any applicable traffic requirements will be addressed by NCDOT during the driveway permitting process. TIA requirements will be reviewed if changes in land use occur in the future.

Because this is an existing site with previous uses, staff can compare the previous traffic volumes against proposed conditions. The site was previously occupied by a church and a boat storage, sales and repair facility operated by Carolina Outboard. While it can be expected that the transition of the site to a heavy commercial/light industrial use will increase the frequency of larger trucks entering and exiting the site, there is not a substantial difference in the existing traffic generation and the proposed traffic generation based on data provided by the WMPO, as noted in Table 4 below.

Trip Type	Previous Uses¹	Proposed Uses²	Difference
Total Daily Trips	271	363 ³	+92
AM Peak Hour Trips	11	34 ³	+23
PM Peak Hour Trips	23	57	+34

¹Previous uses shown are for a church and Carolina Outboard.

²Proposed uses are for a tire service store and construction equipment rental store.

³Total daily trips and AM peak hour trips for a construction rental facility were unavailable.

The NCDOT uses Annual Average Daily Traffic Count (AADT) to analyze a roadway’s traffic capacity against its daily traffic volume, which is represented in a volume to capacity ratio. As noted below, the volume to capacity ratio for this portion of NC Highway 210 is 0.63, meaning the roadway has capacity for additional volume.

NCDOT Annual Average Daily Traffic (AADT) – 2022; WMPO Roadway Capacities – 2022

Road	Location	Volume	Planning Capacity	V/C
NC HWY 210	Project site	11,000	17,375	0.63

Bicycle and Pedestrian Access

The project site falls within the boundaries of the NCDOT’s US 17 Divided Median project, so roadway improvements at this site are anticipated in the future. Staff has discussed this project with NCDOT and is not proposing bicycle or pedestrian facilities along NC Highway 210 as future roadway improvements may conflict with any added bicycle and pedestrian infrastructure.

OTHER INFRASTRUCTURE

Utilities

Public water is available through Pender County Utilities (PCU) via the water main that runs along NC HWY 210. The applicant has provided an existing septic permit for the site and has expressed a desire to maintain the use of that septic system. Relevant documentation from state, local or private entities involved in the construction and operation of these systems will be required prior to any administrative approvals.

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.

Schools

There are no anticipated impacts to the school system considering this is an existing commercially zoned property and the proposed uses are commercial.

Table 5: Environmental Concerns

Special Flood Hazard Areas	The subject parcels do not contain any Special Flood Hazard Areas ¹ .
Wetlands	The subject parcels do not show characteristics of wetlands ^{2,3} .
Areas of Environmental Concern	The subject parcels 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)

^{2,3} According to the National Wetlands Inventory (NWI) and Division of Coastal Management (DCM) layers found within the County's Geographic Information System (GIS) database.

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 project site on Thursday, December 21, 2023, from 7:00am to 8:00am. The applicant provided notice to all property owners within 500 feet of the subject parcels. According to the report submitted by

the applicant (see Attachment 4), at least five people attended the meeting and the discussion involved stormwater, outside lighting, and the potential tenant.

EVALUATION

Below: Zoning Map of the Area

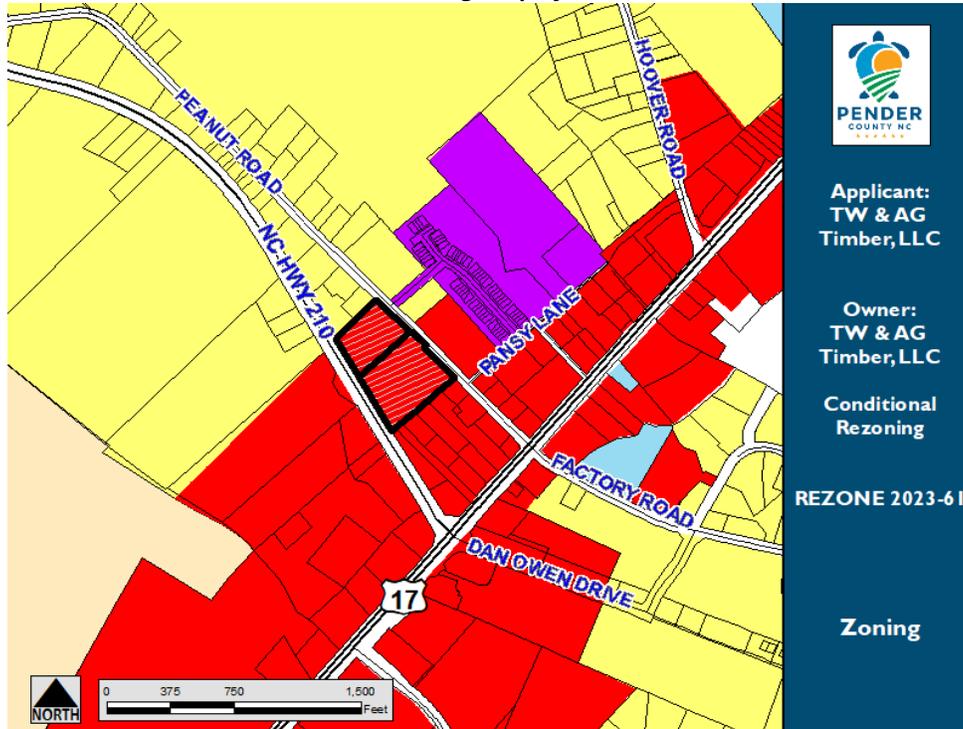


Table 6: Characteristics of the Surrounding Area

	LAND USE	ZONING
North	Residential, Commercial	RP, Residential Performance; GB, General Business; & PD, Planned Development
East	Commercial, Residential	GB, General Business
South	Commercial, Residential	GB, General Business
West	Residential	RP, Residential Performance

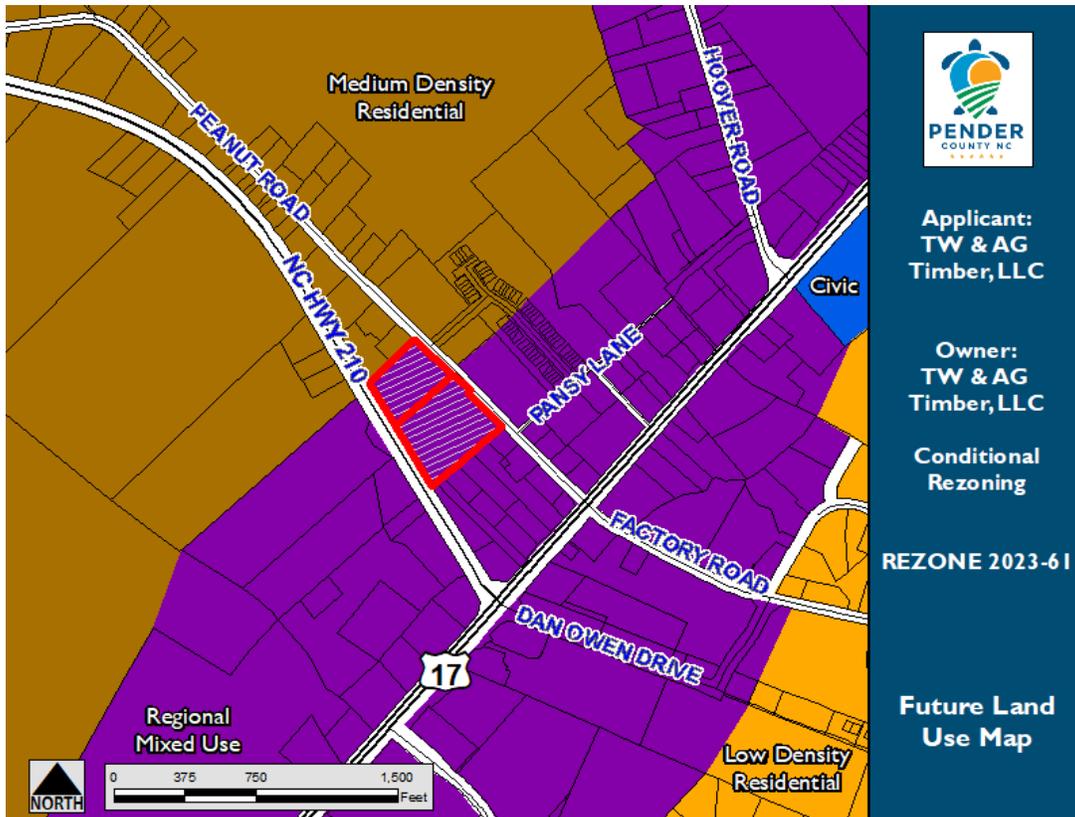
Surrounding Zoning

The subject properties are currently zoned GB, General Business. Properties immediately adjacent to the subject properties are currently zoned RP, Residential Performance; PD, Planned Development; and GB, General Business as indicated by the zoning map and table above.

Pender 2.0 Comprehensive Land Use Plan Compliance

The subject properties are located within the Regional Mixed Use future land use category as noted within the Pender 2.0 Comprehensive Land Use Plan (Comprehensive Plan) and as shown in the Future Land Use Map below.

Below: Future Land Use Map of the Area



Regional Mixed Use Overview

The regional mixed use category will allow for the strategic allocation of future development and population growth, while limiting land use conflicts within existing neighborhoods. Growth is focused in locations that are served by water/sewer infrastructure and are located along planned major collector roadways and existing primary roadway corridors in the southern portion of the County (I-40, US 17, US 117, US 421, and NC-210). This future land use category provides access to retail, office, and multi-family residential uses. These land uses are primarily accessed by the automobile, but facilities should be included to increase the viability of access via walking or cycling.

The preferred land use mix is primarily commercial/retail and office with multi-family residential uses. Large employment centers and retail spaces are encouraged. Higher density single-family

uses should account for less than 25% of a development proposal and should complement a more substantial mix of commercial/office and multi-family development. Development within this category should provide ample landscaping and street trees to present an inviting environment to travelers passing through the County. More intense commercial and offices uses requiring larger lots sizes, parking area, and stormwater infrastructure are permitted in this land use category. Artisan manufacturing is encouraged in this category.

Big box buildings, such as department stores, variety stores, warehouse retail centers, grocery stores, furniture outlets, and similar buildings shall be designed such that the exterior façade has the appearance of several smaller, human scale, buildings through the use of vertical treatments and elements that break up the horizontal wall.

Internal circulation patterns should create street-like spaces lined with on-street angled or parallel parking and parking areas. Internal pedestrian connections should also be provided whereby structures within a development are connected with each other. Sidewalks should connect all buildings within the site and to adjoining sites. Sidewalks should have street trees and pedestrian lighting. Surface parking lots should be heavily shaded, landscaped, and located in the rear of new development where practicable. Shared parking should be encouraged where multiple uses are located within walking distance (1/4 mile). Stormwater infrastructure should be located behind buildings or incorporated into the design of the development as an amenity. Development density within this category allows for up to 15 units per acre for multi-family residential development and up to 10 units per acre for single family development.

As noted by the description above, found on pages 5-16 and 5-17 of the Comprehensive Plan, the desired growth pattern in this future land use category is a mix of high-density residential development with commercial uses such as offices and retail establishments. Desired uses include most commercial uses, employment centers, multi-family residential, high density single-family residential, and upper story residential. Inappropriate uses include medium and low density single family residential uses, storage facilities, and industrial uses.

Evaluation

The Comprehensive Plan has identified the subject properties, along with the surrounding area near the intersection of US Highway 17 and NC Highway 210, as Regional Mixed Use. The proposed development does not fit the ideal growth pattern as described in the Comprehensive Plan. The subject properties are located at one of the busiest intersections in one of the highest growth areas in the County, where the desired growth pattern is a mixture of high-density residential and commercial development.

While the proposal is inconsistent with the intent of the future land use category, the previous uses and many of the existing uses on the surrounding properties that fall within the Regional Mixed Use category do not reflect the desired growth scenario established by the Comprehensive Plan. The proposed development is more consistent with existing uses in the area, which include boat storage and repair, fast-food restaurants, a swimming pool contractor, and other office uses, rather than the desired mixed use development pattern.

The proposal was also found to be consistent with five policies within the Comprehensive Plan. Those policies are outlined below:

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.F: Conditional Zoning: The County shall continue to use the conditional zoning process as a tool for encouraging desirable development outcomes.

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.

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.

The proposal is consistent with the policies stated above because the infrastructure needed to support a project of this scale is available at this location, and the County has multiple policies that support the placement of commercial development where it would provide a needed service and would not have a significant impact on traffic.

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.

Planning staff is submitting the proposed Conditional Zoning Map Amendment for Board of Commissioners disposition. The proposal is partially consistent with the future land use map in that heavy commercial uses are appropriate within the Regional Mixed Use Category, but the lack of a mixed use component that would make this project truly compatible with the future land use map is not provided. This proposal is supported by five policies within the Comprehensive Plan and is consistent with previous uses of the site and existing uses in the area. Based on the information outlined in this report and considering the proposed conditions of approval, staff recommends approval of the proposed Conditional Zoning Map Amendment.

At their February 6, 2024, meeting, the Pender County Planning Board voted 4-1 to deny the proposed rezoning. The Planning Board noted that they did not find the proposed rezoning to be consistent with the Future Land Use Map or the Comprehensive Plan. They also stated they did not feel the proposed uses provided a service to the average resident of the area and expressed concerns regarding the impacts of servicing, cleaning and maintaining the equipment stored at the site.

PROPOSED 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. The following conditions have been proposed by staff.

1. Development on the site shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. Development on the site shall meet all other local, state, and federal regulations.
3. There shall be no cleaning and pumping of portable toilets on site. Disposal or storage of any waste of any type on the site shall be prohibited.
4. Equipment stored on site shall be required to meet the standards outlined in Table 2 of this report.
5. A six-foot-tall opaque fence shall be established around the perimeter of the site that operates under NAICS codes 532490 and/or 562991. This condition excludes the area shown in grey on Figure 1.
6. Lighting shall be shielded so that it does not cast direct light beyond the property line.
7. Hours of operation shall be limited to 6:00am to 8:00pm.
8. The existing 30-foot-wide gate with direct access to Peanut Road on parcel 3282-88-1093-0000 shall be removed prior to issuance of zoning approval. The existing 40-foot-wide gate with direct access to NC Highway 210 on parcel 3282-88-1093-0000 shall remain as emergency access only and shall comply with the state fire code.
9. Mobile office units stored on site shall not be stacked more than two high and a licensed professional shall provide documentation that the units are properly anchored to comply with the appropriate wind zone rating.

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 policies and goals in the Pender 2.0 Comprehensive Land Use Plan:

- **5.I.C: Coordination with Infrastructure/Services**
- **5.I.D: Focused Growth and Development**
- **5.I.F: Conditional Zoning**
- **5.I.K: Commercial Development**
- **5.I.N: Industrial Uses and Business Development**

The proposed rezoning is consistent with the Regional Mixed Use Future Land Use classification in the Pender 2.0 Comprehensive Land Use Plan.

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]...

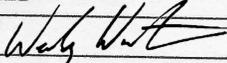
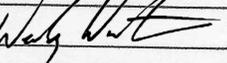
PLANNING BOARD ACTION FOR CONDITIONAL ZONING MAP AMENDMENT

MOTION TO DENY	SECONDED
Mosca	Gruntfest

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
Absent	YES	Absent	YES	YES	YES	NO

UNANIMOUS
NO (4-1)

APPLICATION FOR CONDITIONAL REZONING

THIS SECTION FOR OFFICE USE			
Application No.	ZMA-CD	Date	
Application Fee	\$	Invoice Number:	
Pre-Application Conference		Hearing Date	
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:	910-604-0049
Email Address:	wesley@lewisfarmandliquidwaste.com	Email Address:	wesley@lewisfarmliquidwaste.com
Legal relationship of applicant to landowner:	Same		
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3282-87-3771 3282-88-1093	Total property acreage:	6.21
Current Zoning District:	GB - General Business	Proposed Zoning District:	CZ - Commercial Service
Project Address or Location:	180 NC Hwy. 210, Hampstead, NC 28443		
Proposed Uses to be Considered (Include NAICS Code):			
532490, 562991			
Proposed Uses to be Eliminated from Consideration (Include NAICS Code):			
SECTION 3: SIGNATURES			
Applicant's Signature		Date:	12/21/23
Applicant's Name Printed	Wesley Wooten	Date:	12/21/23
Owner's Signature		Date:	12/21/23
Owner's Name Printed	Wesley Wooten	Date:	12/21/23
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: Narrative

January 29, 2023

Pender County Planning
805 South Walker Street
Burgaw, NC 28425

RE: Change of Uses for 180 and 220 Hwy. 210, Hampstead
Parcel ID's (3282-87-3771-0000 and 3282-88-1093-0000)

Pender County Planning Department:

We are submitting the following request for the Change of Uses for the parcels list above. The Applicant, TW & AG Timber, LLC is applying for a Conditional Zoning Map Amendment. The combined acreage for the two properties is approximately 6.21 acres.

TW & AG Timber is the Owner of both properties. The current zoning is General Business (GB). One parcel was previously used for boat and RV storage, boat repair, and boat sales operated by Carolina Outboard. The future tenant is an equipment rental company. The tenant of the other parcel was a church and the future tenant will be a Tire Sales and Service business.

We propose all uses that are included in the General Business Zoning and the additional ones listed below:

*Commercial and Industrial Machinery and Equipment Rental and Leasing – 5324
*All Other Waste Management Facilities – 562991

*Commercial and Industrial Machinery and Equipment Rental and Leasing – 532490

The equipment rental company proposes to use the existing metal building for their operations. The only new construction would be a wash bay behind the metal building.

The tire business is currently going through the Minor Site Plan review process for a small addition and interior upfit.

Best Regards,

Livian L. Jones
STREAMLINE DEVELOPMENT
Po Box 1429
Wrightsville Beach, NC 28480
910-520-3943

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	Zoning Districts									
		RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
		Residential				Mixed Use	Commercial	Industrial			Special Purpose
RESIDENTIAL											
SFD: Detached-Conventional		P	P	P	P	P					
SFD: Detached Zero Lot Line				P		P					
SFD-Attached: Duplex		P	P	P		P					
SFD-Attached: Multiplex				P		P					
SFD-Townhouse (5+ attached)				P		P					
Multifamily (condominium/apartment)				P		P					
Upper Story Residential						P	P	P			
Accessory Dwelling		D	D	P		D					
Accessory Dwelling on Non Residential Principal Uses		D				D			P	P	
Manufactured Home		P	D		P						
Manufactured Home Park					PMD						
ACCESSORY USES AND STRUCTURES											
Accessory Structures		P	P	P	P	P	P	P	P	P	
Cottage Occupations		SD	SD	SD		SD	SD				
Home Occupation		D	D	D	D	D	D				
Agritourism Activities on active farms		D	D	D	D	D	D	D	D	D	D
Sector 21: MINING, QUARRYING, OIL AND GAS EXTRACTION											
Nonmetallic Mineral Mining & Quarrying	2123	S									S
Except: 212392 Phosphate Rock Mining											
Except: 212321 Borrow Pit Sand Mining			PMDS			PMD					
Sector 22: UTILITIES											
Fossil Fuel Electric Power Generation	221112										S
Other Electric Power Generation	221119	S	S			S			P	P	
Electric Bulk Power Transmission & Control	221121	S	S	S	S	S	S	S	P	P	

Natural Gas Distribution Except Transmission Lines	221210											P
Water Supply Facilities*	221310		S				PM					P
Sewage Treatment Facilities*	221320		S	PMD/S			PMD/S					P
Except: Sewage Lift Stations*		SD	SD	PMD/S	PMD/S	PMD/S	D	D	D	D		
*County Owned or County Service District Provided Systems=P												
		Zoning Districts										
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC	
Sector 23: CONSTRUCTION												
Construction of Buildings	236						D		P	P		
Heavy and Civil Engineering Construction	237						D		P	P		
Specialty Trade Contractors	238						D		P	P		
Sectors 31-33 MANUFACTURING												
Artisan Manufacturing		S	S			P	P		P			
Food Manufacturing	311									P		
Beverage and Tobacco Product Manufacturing	312									P		
Textile Mills	313									P		
Textile Product Mills	314									P		
Apparel Manufacturing	315									P		
Wood Product Manufacturing	321								P	P		
Truss Manufacturing	321214						S		P	P		
Prefabricated Wood Building Manufacturing	321992						S		P	P		
Prefabricated Metal Building and Component Manufacturing	332311						S		P	P		
Paper Manufacturing	322									S		
Converted Paper Product Manufacturing	3222									P		
Printing and Related Support Activities	323								P	P		
Petroleum and Coal Products Manufacturing	324									S		
Synthetic Dye and Pigment Manufacturing	32513									P		
Other Basic Organic Chemical Manufacturing	32519									P		
Resin, Synthetic Rubber & Artificial Synthetic Fibers and Filaments Manufacturing	3252									P		

Pharmaceutical Manufacturing	3254								P	P	
Paint, Coating and Adhesive Manufacturing	3255									P	
Soap, Cleaning Compound and Toilet Preparation Manufacturing	3256									P	
Other Chemical Product and Preparation Manufacturing										P	
Except: 32592 Explosive Manufacturing											
Plastics and Rubber Products Manufacturing	326									P	
Clay Product and Refractory Manufacturing	3271									P	
Ready-Mix Concrete Manufacturing	32732									P	
Concrete Pipe, Brick, & Block Manufacturing	32733									P	

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 REMEDIATION SERVICES											
Administrative and Support Services	561	S				P	P	P	P	P	
Solid Waste Collection Public	562111	P	P	P	P	P	P	P	P	P	
Solid Waste Collection Private	562111										S
Solid Waste Landfill	562212										S
Solid Waste Combustors and Incinerators	562213										S
Other Nonhazardous Waste Treatment and Disposal	562219	S					S		S	S	
Remediation Services	562910										S
Materials Recovery Facilities	562920										S
All Other Waste Management Facilities	56299										S
Sector 61: EDUCATIONAL SERVICES											
Educational Services	611	P	S			P	P	P			
Business Schools, Computer & Management Training	6114	S				P		P	P		
Technical and Trade Schools	6115	S				P	P	P	P	P	
Other Schools and Instruction	6116	S				P	P	P	P		

Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Ambulatory Health Care Services	621					P	P	P			
Except: Outpatient Mental Health and Substance Abuse Centers	62142						P	S			
Hospitals	622	S				P	P	P			
		Zoning Districts									
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Except: Psychiatric and Substance Abuse Hospitals	6222							S			
Except: Outpatient Mental Health and Substance Abuse Hospitals	62142						S	S			
Nursing and Residential Care Facilities	623	S	S			P	P	P			
Except: Residential Mental Retardation, Mental Health & Substance Abuse Facilities	6232	S						S			
Social Assistance	624	S				P	P	P			
Vocational Rehabilitation Services	6243						P	P	P	P	
Sector 71: ARTS, ENTERTAINMENT, AND RECREATION											
Performing Arts Companies	7111	S				P	P				
Spectator Sports	7112	S					P		P		
Promoters of Performing Arts, Sports and Similar Events	7113	S				S	S				
Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	7114					P	P	P			
Museums, Historical Sites and Similar Institutions	712	S				P	P	P			
Amusement and Theme Parks	713110	S				S	S				
Amusement Arcades	713120						P				
Golf Courses and Country Clubs	713910	S	PM			P					
Fitness & Recreational Sports Centers	713940	S				P	P	P	P		
Bowling Centers	71395					P	P	P	P		

All Other Amusement & Recreation Industries	71399	S				P	P		P		
Aviation Clubs, Recreational	713990	S	S			P	P		P		
Canoeing, Recreational	713990	S	S			P	P		P		
Fishing Clubs, Recreational	713990	S	S			P	P		P		
Flying Clubs, Recreational	713990	S	S			P	P		P		
Guide Services (i.e. Fishing, Hunting, Tourist)	713990	S	S			P	P		P		
Horse Riding, Recreational	713990	P	S								
Outdoor Shooting Ranges	713990	S									
Zoning Districts											
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sector 72: ACCOMMODATIONS AND FOOD SERVICES											
Hotels and Motels	72111					P	D	D			
Bed and Breakfast Inns	721191	S	S		S	P	P				
All Other Traveler Accommodation	721199	S	S		S	P	P				
RV Parks and Recreational Camps	7212	SD					SD				
Recreational and Vacation Camps	721214	S									S
Rooming and Boarding Houses	721310	S				P	P				
Full Service Restaurants	7221	S				P	P	P	P	P	
Limited Service Eating Places	7222	S				P	P	P	P	P	
Special Food Services	7223	S				P	P	P	P	P	
Drinking Places (Alcoholic Beverages)	7224	S				P	P				
Sector 81: OTHER SERVICES, EXCEPT PUBLIC ADMINISTRATION											
Automotive Repair and Maintenance	8111	S					P		P	P	
Electronic and Precision Equipment Repair and Maintenance	8112	S					P	P	P	P	
Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	8113								P	P	
Personal and Household Goods Repair and Maintenance	8114	S				P	P	P	P	P	

Personal Care Services	8121	P	S			P	P	P	P		
Funeral Homes and Funeral Services	81221	S					P	P	P	P	
Cemeteries and Crematories Except: Private Cemetery	81222	S	S			S	S	S	S	S	
Coin Operated Laundries and Drycleaners	812310	P				P	P				
Dry-cleaning and Laundry Services	812320	S				P	P		P	P	
Linen & Uniform Supply	81233								P	P	
Other Personal Services	8129	S				P	P	P	P		
Pet Care Services	812910	D					D		D	D	
Religious Organizations	8131	P	S			P	P	P	P		
Grant making and Giving Services	8132					P	P	P	P		
Social Advocacy Organizations	8133					P	P	P	P		
Civic and Social Organizations	813410	S	S			P	P	P			
Business, Professional, Labor, Political and Similar Organizations	8139					P	P	P	P		
Public Administration	92	P	P	P	P	P	P	P	P	P	
Zoning Districts											
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
MISCELLANEOUS USES											
Adult and Sexually Oriented Businesses									S	S	
Adult Retail									S	S	
Bona fide Farm Purposes		D	D	D	D	D	D	D	D	D	D
Child Care Center		P	S			S	P	P			
Community Boating Facility		SD	SD	SD	SD	SD					
Community Boating Facility in conjunction with a Master Development Plan		SD	PMD	PMD	PMD	PMD					
Disaster Volunteer Housing		D	D	D	D	D	D	D	D	D	
Family Care Home		D	D	D	D	D					
Family Child Care Home		P	P			P	P	P			
Industrial Park										SD	
Marina (Commercial)		SD	PMD			PMD					
Portable Storage Containers		D	D	D	D	D	D	D	D	D	
Private Cemetery less than 6,000 sq. ft.		D	D				D	D	D		

Private Cemetery 6,000 sq. ft. and larger		S	S				S	S	S		
Public Parks		P	P	P	P	P	P	P	P	P	
Private Residential Boating Facility		D	D	D	D	D					
Salvage Operations		S									D
Storage of Merchandise, Materials or Equipment On Site Inside or Outside An Enclosed Building, Excluding Salvage		S							P	P	
Storage of boats and watercraft outdoors or on dry stack structures							S				
Sweepstakes Center							SD		SD	SD	
Telecommunication Facilities		SD	SD				SD	SD	SD	SD	SD
Telecommunication Facilities – Public Safety		SD	SD				SD	SD	SD	SD	SD
Temporary Manufactured Homes		P	P				P				
Temporary Modular/Manufactured Offices							P	P	P	P	P
Temporary Fruit & Vegetable Stands		P	P								
Temporary Buildings for Construction or Development		D	D	D	D	D	D	D	D	D	D
Temporary Events		D					D	D	D	D	

ATTACHMENT 3: Site Plan

180 NC HWY 210 - UNITED RENTALS

CONSTRUCTION EQUIPMENT RENTALS

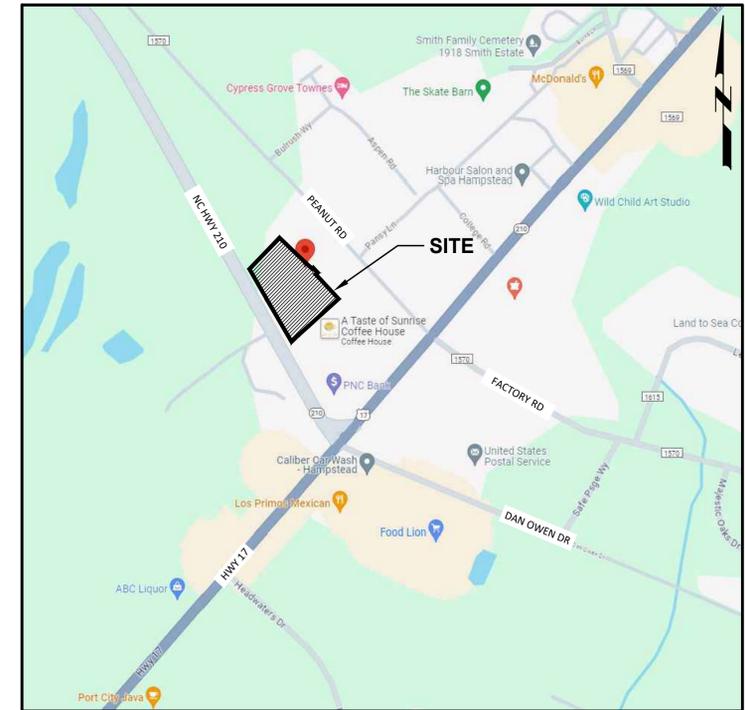
PENDER COUNTY, NC

PIN: 3282-87-3771 & 3282-88-1093

PROJECT No. C20801.00



VICINITY MAP



LOCATION MAP

SCHEDULE OF DRAWINGS:

- C-101 COVER SHEET
- C-102 EXISTING CONDITIONS
- C-103 SITE PLAN
- C-103 STORMWATER MANAGEMENT PLAN
- C-104 EROSION CONTROL PLAN
- C-105 NCG01 SHEETS

APPROVED BY THE PENDER COUNTY UNIFIED DEVELOPMENT ORDINANCE ADMINISTRATOR

 PENDER COUNTY ADMINISTRATOR SIGNATURE

 APPROVAL DATE

SITE PLAN VALID FOR TWO (2) YEARS FROM APPROVAL DATE



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MacCONNELL & Associates, P. C.

501 CASCADE POINTE LANE, SUITE 103
 CARY, NORTH CAROLINA 27513
 P. O. BOX 129

LICENSE MORRISVILLE, NORTH CAROLINA 27560
 No. C-1039 TEL: (919) 467-1239 FAX: (919) 319-6510

CONTACT INFORMATION

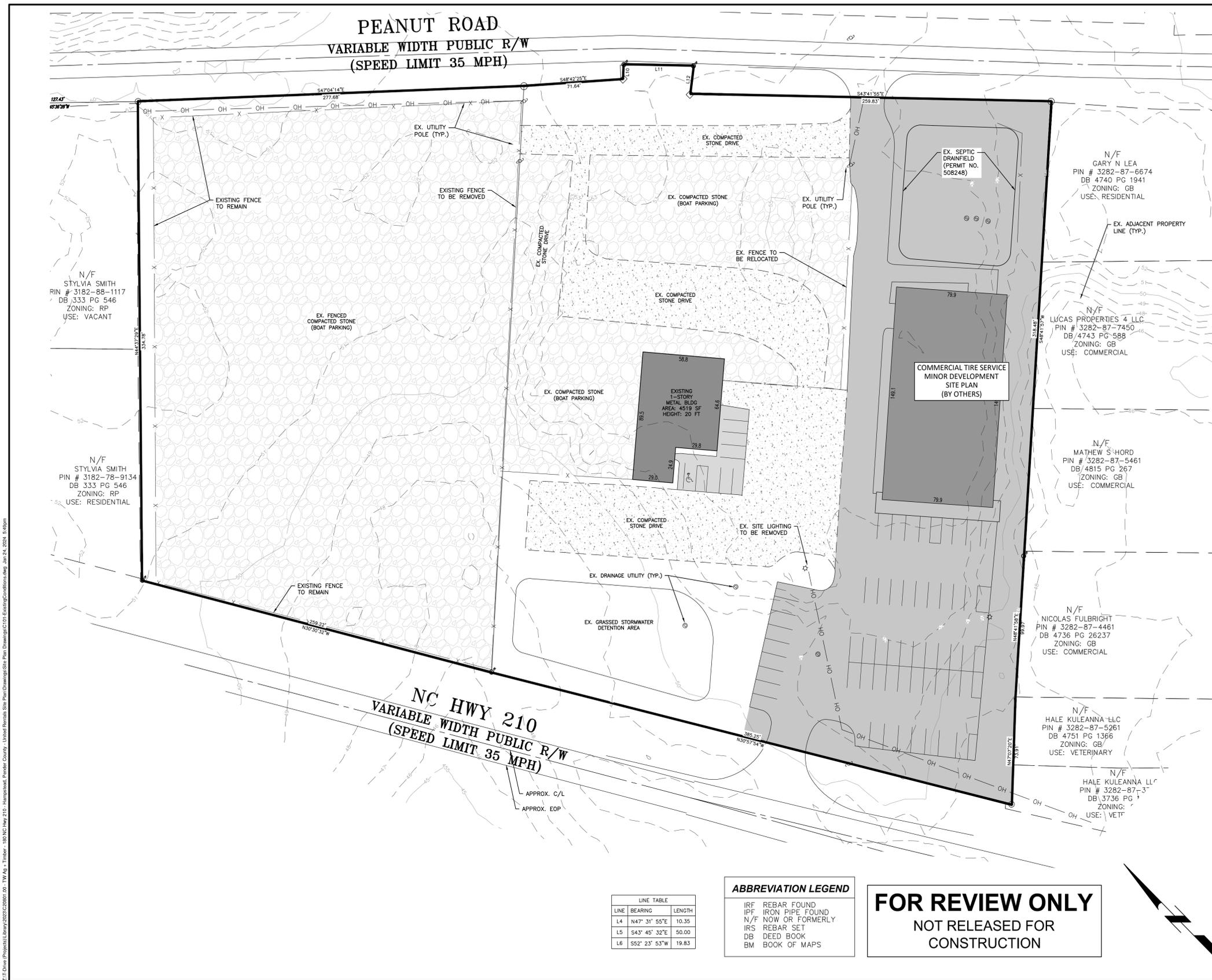
APPLICANT/OWNER: TW AG & TIMBER LLC
 CONTACT: WESLEY WOOTEN
 EMAIL: WESLEY@LEWISFARMSNC.COM
 PHONE: 910-604-0049

ENGINEER: MACCONNELL & ASSOCIATES, P.C.
 CONTACT: HAYLEY BRAUN, P.E.
 ADDRESS: 501 CASCADE POINTE LANE, SUITE 103
 CARY, NC 27513
 EMAIL: HAYLEY@MACCONNELLANDASSOC.COM
 PHONE: 919-467-1239

DECEMBER 19, 2023

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REVISIONS			
NO.	DATE	DESCRIPTION	SHEET
1	01/24/24	PER 1ST TRC COMMENTS	ALL



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C20801.00 - 180 NC HWY 210 - UNITED RENTALS SITE PLAN - MAJOR SITE DEVELOPMENT PLAN

LINE TABLE		
LINE	BEARING	LENGTH
L4	N47° 31' 55"E	10.35
L5	S43° 45' 32"E	50.00
L6	S52° 23' 53"W	19.83

ABBREVIATION LEGEND	
IRF	REBAR FOUND
IPF	IRON PIPE FOUND
N/F	NOW OR FORMERLY
IRS	REBAR SET
DB	DEED BOOK
BM	BOOK OF MAPS

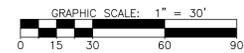
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NOTES

1. EXISTING CONTOUR DATA OBTAINED IN DIGITAL FORMAT FROM NC FRIS IN DECEMBER 2023.

LEGEND

- 110 --- INDEX CONTOUR
- 108 --- INTERMEDIATE CONTOUR
- --- PROPERTY LINE
- --- ADJOINING PROPERTIES
- x-x- FENCE
- - - - RIGHT-OF-WAY
- CREEK
- EX. SANITARY SEWER
- EX. WATER LINE
- NEW SANITARY SEWER
- NEW WATER LINE



REVISIONS		
NO.	DATE	DESCRIPTION
1	01/24/2024	PER 1ST TRC COMMENTS

PROJECT MANAGER: HDB	PROJECT ENGINEER: HDB
DRAWN BY: HDB	CHECKED BY: GSM

DATE:
DECEMBER 19, 2023

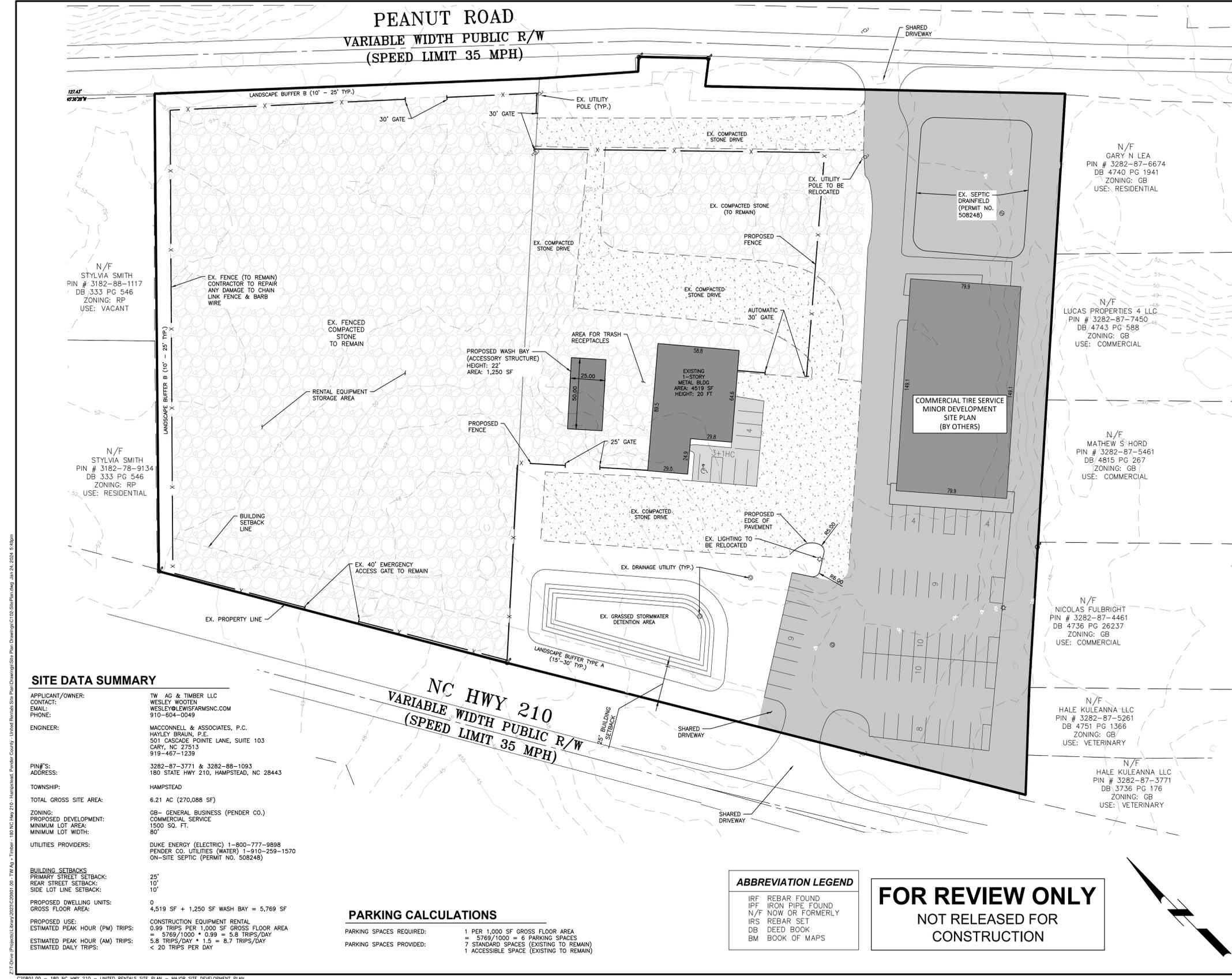
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**180 NC HWY 210
UNITED RENTALS
SITE PLAN**

PENDER COUNTY, NC

EXISTING CONDITIONS	
PROJECT NUMBER C20801.00	DRAWING NUMBER C-101

C:\Users\jgibson\OneDrive\Documents\180 NC HWY 210 - UNITED RENTALS SITE PLAN - MAJOR SITE DEVELOPMENT PLAN



SITE DATA SUMMARY

APPLICANT/OWNER: TW AG & TIMBER LLC
 CONTACT: WESLEY WOOTEN
 EMAIL: WESLEY@LEWISFARMSNC.COM
 PHONE: 910-604-0049
 ENGINEER: MACCONNELL & ASSOCIATES, P.C.
 HAYLEY BRAUN, P.E.
 501 CASCADE POINTE LANE, SUITE 103
 CARY, NC 27513
 919-467-1239
 PIN#S: 3282-87-3771 & 3282-88-1093
 ADDRESS: 180 STATE HWY 210, HAMPSTEAD, NC 28443
 TOWNSHIP: HAMPSTEAD
 TOTAL GROSS SITE AREA: 6.21 AC (270,088 SF)
 ZONING: GB - GENERAL BUSINESS (PENDER CO.)
 PROPOSED DEVELOPMENT: COMMERCIAL SERVICE
 MINIMUM LOT AREA: 1500 SQ. FT.
 MINIMUM LOT WIDTH: 80'
 UTILITIES PROVIDERS: DUKE ENERGY (ELECTRIC) 1-800-777-9898
 PENDR CO. UTILITIES (WATER) 1-910-259-1570
 ON-SITE SEPTIC (PERMIT NO. 508248)

BUILDING SETBACKS
 PRIMARY STREET SETBACK: 25'
 REAR STREET SETBACK: 10'
 SIDE LOT LINE SETBACK: 10'
 PROPOSED DWELLING UNITS: 0
 GROSS FLOOR AREA: 4,519 SF + 1,250 SF WASH BAY = 5,769 SF
 PROPOSED USE: CONSTRUCTION EQUIPMENT RENTAL
 ESTIMATED PEAK HOUR (PM) TRIPS: 0.99 TRIPS PER 1,000 SF GROSS FLOOR AREA
 = 5769/1000 * 0.99 = 5.8 TRIPS/DAY
 ESTIMATED PEAK HOUR (AM) TRIPS: 5.8 TRIPS/DAY * 1.5 = 8.7 TRIPS/DAY
 ESTIMATED DAILY TRIPS: < 20 TRIPS PER DAY

PARKING CALCULATIONS

PARKING SPACES REQUIRED: 1 PER 1,000 SF GROSS FLOOR AREA
 = 5769/1000 = 6 PARKING SPACES
 PARKING SPACES PROVIDED: 7 STANDARD SPACES (EXISTING TO REMAIN)
 1 ACCESSIBLE SPACE (EXISTING TO REMAIN)

ABBREVIATION LEGEND

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IPF	IRON PIPE FOUND
N/F	NOW OR FORMERLY
IRS	REBAR SET
DB	DEED BOOK
BM	BOOK OF MAPS

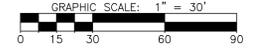
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NOTES

- EXISTING CONTOUR DATA OBTAINED IN DIGITAL FORMAT FROM NC FRIS IN DECEMBER 2023.
- ALL SIGNAGE TO MEET THE REQUIREMENTS OF SECTION 9 OF THE PENDR COUNTY UNIFIED DEVELOPMENT ORDINANCE (UDO).
- EXISTING LANDSCAPE AND BUFFERING TO REMAIN PER ARTICLE 6 OF THE PENDR COUNTY UDO.
- ALL OUTDOOR LIGHTING SHALL COMPLY WITH ARTICLE 7.11 OF THE PENDR COUNTY UDO.

LEGEND

- INDEX CONTOUR
- INTERMEDIATE CONTOUR
- PROPERTY LINE
- ADJOINING PROPERTIES
- FENCE
- RIGHT-OF-WAY
- CREEK
- EX. SANITARY SEWER
- EX. WATER LINE
- NEW SANITARY SEWER
- NEW WATER LINE



REVISIONS

NO.	DATE	DESCRIPTION
1	01/24/2024	PER 1ST TRC COMMENTS

PROJECT MANAGER: HDB PROJECT ENGINEER: HDB
 DRAWN BY: HDB CHECKED BY: GSM

DATE: DECEMBER 19, 2023



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**180 NC HWY 210
 UNITED RENTALS**
 SITE PLAN
 PENDR COUNTY, NC

SITE PLAN

PROJECT NUMBER	DRAWING NUMBER
C20801.00	C-102

PEANUT ROAD
VARIABLE WIDTH PUBLIC R/W
(SPEED LIMIT 35 MPH)



1 - Post-Development Land Use Areas

	C	(SF)	(AC)
Total Drainage Area:		271,168	6.23 acres
Total Impervious Area:	0.05	212,104	4.97 acres
Total Pervious Area:	0.20	59,064	1.36 acres
Percent Impervious:			78.2%
Composite Runoff Coefficient (C):			0.79

2 - Rational Method for Peak Flow

$Q = C I A$
 where:
 Q = Peak flow for design storm
 C = Composite runoff coefficient
 I = Rainfall intensity for design storm (in/hr)
 10 year return period
 5 minute storm duration
 A = Drainage Area (acres)

$C = 0.79$ (unitless)
 $I = 9.31$ in/hr
 $A = 6.23$ acres

$Q = (0.79) * (9.31 \text{ in/hr}) * (6.23 \text{ ac}) = 45.821 \text{ cfs}$

Q = 45.8 cfs

3 - Simple Method for Runoff Volume (Schueller 1987)

$Dv = 3630 * Rd * Rv * A$
 where:
 Dv = Design Volume (cubic feet)
 Rd = Design storm depth (inches) (typically 1.0")
 Rv = Runoff coefficient (unitless)
 A = Drainage Area (acres)

$Rd = 1.0$ inches
 $Rv = 0.754$ (unitless)
 $A = 6.23$ acres

$Dv = 3630 * (1 \text{ in}) * (0.754) * (6.23 \text{ acres}) = 17051.63 \text{ cf}$

Dv = 17,052 cf

DRY POND STAGE STORAGE

STAGE	CONTOUR AREA (SF)	ADDED VOLUME (CF)	TOTAL VOLUME (CF)
0.0	3,096	0	0
1.0	4,599	3,848	3,848
2.0	5,435	5,017	8,865
3.0	6,328	5,882	14,746
4.0	7,278	6,803	21,549

ABBREVIATION LEGEND

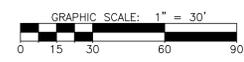
- IRF REBAR FOUND
- IPF IRON PIPE FOUND
- N/F NOW OR FORMERLY
- IRS REBAR SET
- DB DEED BOOK
- BM BOOK OF MAPS

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 CONSTRUCTION

NOTES
 1. STORMWATER MANAGEMENT PLAN SHALL BE IN ACCORDANCE WITH SECTION 7.9 OF THE PENDER COUNTY UNIFIED DEVELOPMENT ORDINANCE (UDO).

LEGEND

- INDEX CONTOUR
- INTERMEDIATE CONTOUR
- PROPERTY LINE
- ADJOINING PROPERTIES
- FENCE
- RIGHT-OF-WAY
- CREEK
- EX. SANITARY SEWER
- EX. WATER LINE
- NEW SANITARY SEWER
- NEW WATER LINE
- PERVIOUS/LANDSCAPED AREAS



REVISIONS

NO.	DATE	DESCRIPTION
1	01/24/2024	PER 1ST TRC COMMENTS

PROJECT MANAGER: HDB
 PROJECT ENGINEER: HDB
 DRAWN BY: HDB
 CHECKED BY: GSM

DATE: DECEMBER 19, 2023

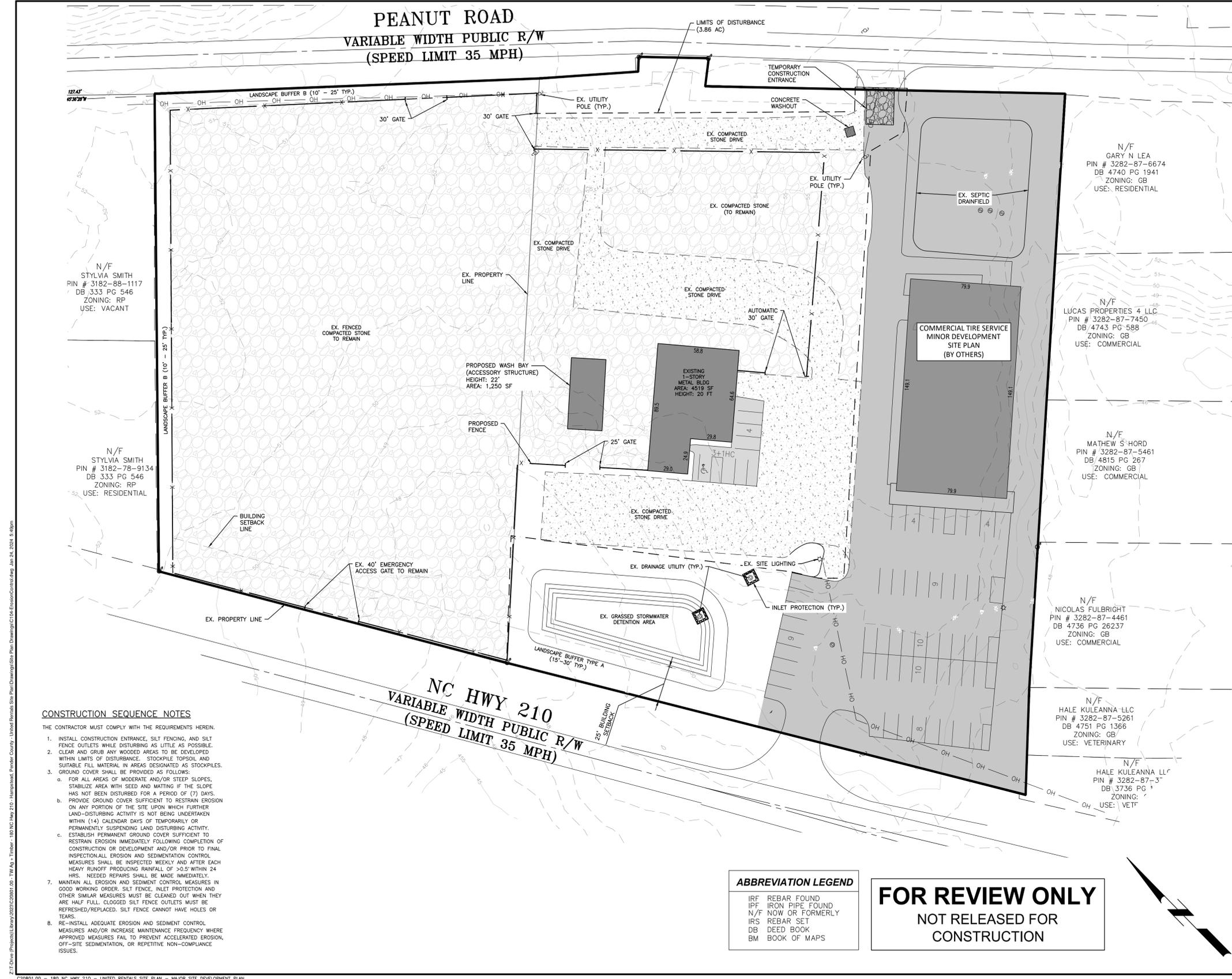
MacCONNELL & Associates, P. C.
 601 CASCADE POINTE LANE, SUITE 103
 CARY, NORTH CAROLINA 27513
 P.O. BOX 129
 LICENSE MORRISVILLE, NORTH CAROLINA 27660
 No. C-1039 TEL: (919) 467-1239 FAX: (919) 319-6510

180 NC HWY 210
UNITED RENTALS
SITE PLAN
PENDER COUNTY, NC

STORMWATER MANAGEMENT PLAN

PROJECT NUMBER C20801.00	DRAWING NUMBER C-103
------------------------------------	--------------------------------

Z:\Draw\Projects\Library\2023\C20801.00 - TW Ag - Timber - 180 NC HWY 210 - Hampstead - Pender County - United Rentals Site Plan Drawings\Site Plan Drawings\C103-StormwaterManagement.dwg Jan 24, 2024 9:00am
 C20801.00 - 180 NC HWY 210 - UNITED RENTALS SITE PLAN - MAJOR SITE DEVELOPMENT PLAN



CONSTRUCTION SEQUENCE NOTES

- THE CONTRACTOR MUST COMPLY WITH THE REQUIREMENTS HEREIN.
- INSTALL CONSTRUCTION ENTRANCE, SILT FENCING, AND SILT FENCE OUTLETS WHILE DISTURBING AS LITTLE AS POSSIBLE.
 - CLEAR AND GRUB ANY WOODED AREAS TO BE DEVELOPED WITHIN LIMITS OF DISTURBANCE. STOCKPILE TOPSOIL AND SUITABLE FILL MATERIAL IN AREAS DESIGNATED AS STOCKPILES.
 - GROUND COVER SHALL BE PROVIDED AS FOLLOWS:
 - FOR ALL AREAS OF MODERATE AND/OR STEEP SLOPES, STABILIZE AREA WITH SEED AND MATTING IF THE SLOPE HAS NOT BEEN DISTURBED FOR A PERIOD OF (7) DAYS.
 - PROVIDE GROUND COVER SUFFICIENT TO RESTRAIN EROSION ON ANY PORTION OF THE SITE UPON WHICH FURTHER LAND-DISTURBING ACTIVITY IS NOT BEING UNDERTAKEN WITHIN (14) CALENDAR DAYS OF TEMPORARILY OR PERMANENTLY SUSPENDING LAND DISTURBING ACTIVITY.
 - ESTABLISH PERMANENT GROUND COVER SUFFICIENT TO RESTRAIN EROSION IMMEDIATELY FOLLOWING COMPLETION OF CONSTRUCTION OR DEVELOPMENT AND/OR PRIOR TO FINAL INSPECTION. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED WEEKLY AND AFTER EACH HEAVY RUNOFF PRODUCING RAINFALL OF >0.5" WITHIN 24 HRS. NEEDED REPAIRS SHALL BE MADE IMMEDIATELY.
 - MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES IN GOOD WORKING ORDER. SILT FENCE, INLET PROTECTION AND OTHER SIMILAR MEASURES MUST BE CLEANED OUT WHEN THEY ARE HALF FULL. CLOGGED SILT FENCE OUTLETS MUST BE REFRESHED/REPLACED. SILT FENCE CANNOT HAVE HOLES OR TEARS.
 - RE-INSTALL ADEQUATE EROSION AND SEDIMENT CONTROL MEASURES AND/OR INCREASE MAINTENANCE FREQUENCY WHERE APPROVED MEASURES FAIL TO PREVENT ACCELERATED EROSION, OFF-SITE SEDIMENTATION, OR REPETITIVE NON-COMPLIANCE ISSUES.

ABBREVIATION LEGEND

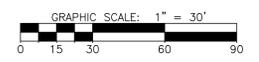
IRF	REBAR FOUND
IPF	IRON PIPE FOUND
N/F	NOW OR FORMERLY
IRS	REBAR SET
DB	DEED BOOK
BM	BOOK OF MAPS

FOR REVIEW ONLY
NOT RELEASED FOR
CONSTRUCTION

NOTES

LEGEND

- INDEX CONTOUR
- INTERMEDIATE CONTOUR
- PROPERTY LINE
- ADJOINING PROPERTIES
- x- FENCE
- - - RIGHT-OF-WAY
- - - CREEK
- EX. SANITARY SEWER
- EX. WATER LINE
- NEW SANITARY SEWER
- NEW WATER LINE



REVISIONS

NO.	DATE	DESCRIPTION
1	01/24/2024	PER 1ST TRC COMMENTS

PROJECT MANAGER: HDB PROJECT ENGINEER: HDB
DRAWN BY: HDB CHECKED BY: GSM

DATE: DECEMBER 19, 2023

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180 NC HWY 210
UNITED RENTALS
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PENDER COUNTY, NC

EROSION CONTROL PLAN

PROJECT NUMBER C20801.00	DRAWING NUMBER C-104
------------------------------------	--------------------------------

GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT

Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling sections of the NCG01 Construction General Permit (Sections E and F, respectively). The permittee shall comply with the Erosion and Sediment Control plan approved by the delegated authority having jurisdiction. All details and specifications shown on this sheet may not apply depending on site conditions and the delegated authority having jurisdiction.

SECTION E: GROUND STABILIZATION

Table with 3 columns: Site Area Description, Required Ground Stabilization Timeframes (Stabilize within this many calendar days after ceasing land disturbance), and Timeframe variations.

Note: After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

GROUND STABILIZATION SPECIFICATION

Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below.

Table with 2 columns: Temporary Stabilization and Permanent Stabilization, listing various methods like grass seed, mulch, hydroseeding, etc.

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS

- 1. Select flocculants that are appropriate for the soils being exposed during construction, selecting from the NCDWR List of Approved PAMS/Flocculants.
2. Apply flocculants at or before the inlets to Erosion and Sediment Control Measures.
3. Apply flocculants at the concentrations specified in the NCDWR List of Approved PAMS/Flocculants and in accordance with the manufacturer's instructions.
4. Provide ponding area for containment of treated stormwater before discharging offsite.
5. Store flocculants in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures.

EQUIPMENT AND VEHICLE MAINTENANCE

- 1. Maintain vehicles and equipment to prevent discharge of fluids.
2. Provide drip pans under any stored equipment.
3. Identify leaks and repair as soon as feasible, or remove leaking equipment from the project.
4. Collect all spent fluids, store in separate containers and properly dispose as hazardous waste (recycle when possible).
5. Remove leaking vehicles and construction equipment from service until the problem has been corrected.
6. Bring used fuels, lubricants, coolants, hydraulic fluids and other petroleum products to a recycling or disposal center that handles these materials.

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE

- 1. Never bury or burn waste. Place litter and debris in approved waste containers.
2. Provide a sufficient number and size of waste containers (e.g. dumpster, trash receptacle) on site to contain construction and domestic wastes.
3. Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
4. Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.
5. Cover waste containers at the end of each workday and before storm events or provide secondary containment. Repair or replace damaged waste containers.
6. Anchor all lightweight items in waste containers during times of high winds.
7. Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow.
8. Dispose waste off-site at an approved disposal facility.
9. On business days, clean up and dispose of waste in designated waste containers.

PAINT AND OTHER LIQUID WASTE

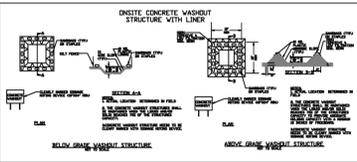
- 1. Do not dump paint and other liquid waste into storm drains, streams or wetlands.
2. Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
3. Contain liquid wastes in a controlled area.
4. Containment must be labeled, sized and placed appropriately for the needs of site.
5. Prevent the discharge of soaps, solvents, detergents and other liquid wastes from construction sites.

PORTABLE TOILETS

- 1. Install portable toilets on level ground, at least 50 feet away from storm drains, streams or wetlands unless there is no alternative reasonably available. If 50 foot offset is not attainable, provide relocation of portable toilet behind silt fence or place on a gravel pad and surround with sand bags.
2. Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
3. Monitor portable toilets for leaking and properly dispose of any leaked material. Utilize a licensed sanitary waste hauler to remove leaking portable toilets and replace with properly operating unit.

EARTHEN STOCKPILE MANAGEMENT

- 1. Show stockpile locations on plans. Locate earthen-material stockpile areas at least 50 feet away from storm drain inlets, sediment basins, perimeter sediment controls and surface waters unless it can be shown no other alternatives are reasonably available.
2. Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile.
3. Provide stable stone access point when feasible.
4. Stabilize stockpile within the timeframes provided on this sheet and in accordance with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical cover techniques that will restrain accelerated erosion on disturbed soils for temporary control needs.



CONCRETE WASHOUTS

- 1. Do not discharge concrete or cement slurry from the site.
2. Dispose of, or recycle, settled, hardened concrete residue in accordance with local and state solid waste regulations and at an approved facility.
3. Manage washout from mortar mixers in accordance with the above item and in addition place the mixer and associated materials on impervious barrier and within lot perimeter silt fence.
4. Install temporary concrete washouts per local requirements, where applicable. If an alternate method or product is to be used, contact your approval authority for review and approval. If local standards are not available, use one of the two types of temporary concrete washouts provided on this detail.
5. Do not use concrete washouts for dewatering or storing defective curb or sidewalk sections. Stormwater accumulated within the washout may not be pumped into or discharged to the storm drain system or receiving surface waters. Liquid waste must be pumped out and removed from project.
6. Locate washouts at least 50 feet from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. At a minimum, install protection of storm drain inlet(s) closest to the washout which could receive spills or overflow.
7. Locate washouts in an easily accessible area, on level ground and install a stone entrance pad in front of the washout. Additional controls may be required by the approving authority.
8. Install at least one sign directing concrete trucks to the washout within the project limits. Post signage on the washout itself to identify this location.
9. Remove loadings from the washout when at approximately 75% capacity to limit overflow events. Replace the tarp, sand bags or other temporary structural components when no longer functional. When utilizing alternatives or proprietary products, follow manufacturer's instructions.
10. At the completion of the concrete work, remove remaining leavings and dispose of in an approved disposal facility. Fill pit, if applicable, and stabilize any disturbance caused by removal of washout.

HERBICIDES, PESTICIDES AND RODENTICIDES

- 1. Store and apply herbicides, pesticides and rodenticides in accordance with label restrictions.
2. Store herbicides, pesticides and rodenticides in their original containers with the label, which lists directions for use, ingredients and first aid steps in case of accidental poisoning.
3. Do not store herbicides, pesticides and rodenticides in areas where flooding is possible or where they may spill or leak into wells, stormwater drains, ground water or surface water. If a spill occurs, clean area immediately.
4. Do not stockpile these materials onsite.

HAZARDOUS AND TOXIC WASTE

- 1. Create designated hazardous waste collection areas on-site.
2. Place hazardous waste containers under cover or in secondary containment.
3. Do not store hazardous chemicals, drums or bagged materials directly on the ground.



NCG01 GROUND STABILIZATION AND MATERIALS HANDLING

EFFECTIVE: 04/01/19

NOTES

LEGEND

- INDEX CONTOUR
INTERMEDIATE CONTOUR
PROPERTY LINE
ADJOINING PROPERTIES
FENCE
RIGHT-OF-WAY
CREEK
EX. SANITARY SEWER
EX. WATER LINE
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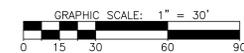


Table with 3 columns: NO., DATE, DESCRIPTION. Row 1: 1, 01/24/2024, PER 1ST TRC COMMENTS.

PROJECT MANAGER: HDB
PROJECT ENGINEER: HDB
DRAWN BY: HDB
CHECKED BY: GSM

DATE:
DECEMBER 19, 2023



MacCONNELL & Associates, P.C.
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180 NC HWY 210
UNITED RENTALS
SITE PLAN
PENDER COUNTY, NC

NCG01 SHEETS

PROJECT NUMBER: C20801.00
DRAWING NUMBER: D-101

PART III SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION A: SELF-INSPECTION

Self-inspections are required during normal business hours in accordance with the table below. When adverse weather or site conditions would cause the safety of the inspection personnel to be in jeopardy, the inspection may be delayed until the next business day on which it is safe to perform the inspection. In addition, when a storm event of equal to or greater than 1.0 inch occurs outside of normal business hours, the self-inspection shall be performed upon the commencement of the next business day. Any time when inspections were delayed shall be noted in the Inspection Record.

Table with 3 columns: Inspect, Frequency (during normal business hours), Inspection records must include.

NOTE: The rain inspection resets the required 7 calendar day inspection requirement.

PART III SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION B: RECORDKEEPING

The approved E&S plan as well as any approved deviation shall be kept on the site. The approved E&S plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the E&S plan shall be kept on site and available for inspection at all times during normal business hours.

Table with 2 columns: Item to Document, Documentation Requirements.

2. Additional Documentation to be Kept on Site
In addition to the E&S plan documents above, the following items shall be kept on the site at all times available for inspectors at all times during normal business hours, unless the Division provides a site-specific exemption based on unique site conditions that make this requirement not practical:

- (a) This General Permit as well as the Certificate of Coverage, after it is received.
(b) Records of inspections made during the previous twelve months. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection form that includes all the required elements. Use of electronically available records in lieu of the required paper copies will be allowed if shown to provide equal access and utility as the hard-copy records.

3. Documentation to be Retained for Three Years
All data used to complete the e-NDI and all inspection records shall be provided as part of three years after project completion and made available upon request. (40 CFR 122.41)

PART III SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION C: REPORTING

Permittees shall report the following occurrences:

- (a) Visible sediment deposition in a stream or wetland.
(b) Oil spills if:
- They are 25 gallons or more,
- They are less than 25 gallons but cannot be cleaned up within 24 hours,
- They cause sheen on surface waters (regardless of volume), or
- They are within 100 feet of surface waters (regardless of volume).
(c) Releases of hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (Ref. 40 CFR 110.3 and 40 CFR 117.3) or Section 102 of CERCLA (Ref. 40 CFR 302.4) or G.S. 149-215.65.
(d) Anticipated bypasses and unanticipated bypasses.
(e) Noncompliance with the conditions of this permit that may endanger health or the environment.

2. Reporting Timeframes and Other Requirements

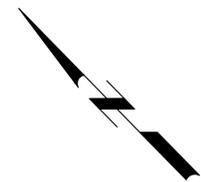
After a permittee becomes aware of an occurrence that must be reported, he shall contact the appropriate Division regional office within the timeframes and in accordance with the other requirements listed below. Occurrences outside normal business hours may also be reported to the Department's Environmental Emergency Center personnel at (908) 858-0368.

Table with 2 columns: Occurrence, Reporting Timeframes (After Discovery) and Other Requirements.



NCG01 SELF-INSPECTION, RECORDKEEPING AND REPORTING

EFFECTIVE: 04/01/19



ATTACHMENT 4: Public Input Meeting Packet

**180 Hwy. 210 Hampstead
COMMUNITY INFORMATIONAL MEETING
FOR
CONDITIONAL ZONING**

The Community meeting for the Conditional Rezoning of 3282-87-3771-0000 and 3282-88-1093-0000 was held on Thursday, December 21, 2023 from 7:00 am to 8:00 am at the site. The meeting was to inform residents of the proposed Conditional Zoning and proposed uses. Wesley Wooten (TW AG & Timber) and Livian Jones (Streamline Development, LLC) were there representing the Owner. The meeting notice was sent to residents within 500 ft. of the property on December 10, 2023. This meeting was an opportunity to report the proposal, address questions, and hear concerns regarding the proposed changes.

There were at least 5 people in attendance and residents were shown a site plan. There were a few questions in regard to stormwater, outside lighting and the business of the new tenant. No one had any negative comments.

All attendees signed in and the list is also attached.

NAME

Address

Karma Maples
Judy Bradshaw

368 NC Highway 210 West
P.O. Box 816

Geraldine Nelson
Susan Mitchell
GMITTOS Richard

288 Peanut Rd
112 ASPEN Rd
263 NC HWY 210W

Community Meeting Information

December 10, 2023

To: Adjacent Property Owners and others within 500ft.

From: Livian Jones (representing TW AG & Timber, LLC)

My name is Livian Jones and this notice is being sent on behalf of TW AG & Timber, LLC. We are requesting Conditional Zoning for the property at 220 Hwy 210, Hampstead. (Parcel #'s 3282-87-3771-0000 and 3282-88-1093-0000). The previous tenant was Carolina RV and Boat Storage. A rental company has expressed interest in the site and would potentially be the new tenant.

The community meeting will be held December 21, 2023 at 220 Highway 210, Hampstead (7:00am - 8:00am).

If you cannot attend the meeting and have questions, please feel free to contact me at 910-520-3943 or LivianJones@gmail.com and I will get you the answer.

Sincerely,



Livian L. Jones
910-520-3943



Pender County
ZTA 2024-22: Request to amend the
Unified Development Ordinance,
specifically Article 3: Review Procedures

TO: Board of County Commissioners
FROM: Adam Moran
DATE: March 11, 2024
SUBJECT: ZTA 2024-22: Request to amend the Unified Development Ordinance,
specifically Article 3: Review Procedures

SUMMARY:

Pender County Planning and Community Development, applicant, is requesting the approval of a Zoning Text Amendment to the Pender County Unified Development Ordinance. Specifically, the request is to amend Article 3: Review Procedures in several places to streamline and codify existing processes that adhere to North Carolina General Statutes Chapter 160D regarding requirements for the following: public hearings, public input meetings, and notification of the public through mailed, posted, and published notices about development applications' public meeting dates.

ACTION REQUESTED:

To hold a public hearing and consider the Zoning Text Amendment.

ATTACHMENTS:

1. Staff Report
2. Application
3. Attachment 1: Marked Up Copy of Proposed Text Changes

**STAFF REPORT FOR ZTA 2024-22
ZONING TEXT AMENDMENT APPLICATION**

APPLICATION SUMMARY	
Case Number	ZTA 2024-22
Hearing Dates	February 6, 2024 - Planning Board March 11, 2024 - Board of County Commissioners
Applicant	Pender County

ZONING TEXT AMENDMENT PROPOSAL
<p>Pender County Planning and Community Development, applicant, is requesting the approval of a Zoning Text Amendment to the Pender County Unified Development Ordinance. Specifically, the request is to amend Article 3: Review Procedures in several places to streamline and codify existing processes that adhere to North Carolina General Statutes Chapter 160D regarding requirements for the following: public hearings, public input meetings, and notification of the public through mailed, posted, and published notices about development applications’ public meeting dates. Standardized language is proposed here along with a summary table to be included at the end of Article 3.</p>

AMENDMENT DESCRIPTION

Pender County Planning and Community Development, applicant, is requesting a text amendment to the Unified Development Ordinance (UDO) to codify, streamline, and standardize language regarding requirements for development applications. Specifically, language is proposed to be added that addresses statutory requirements for the notification of the public about hearings and meetings to review and consider development applications. The processes used by Staff are in compliance with state laws but are not spelled out clearly in the UDO. The amendment would help the public, new staff, and other stakeholders better understand the required processes. The proposed amendment would create streamlined language and provide a summary table for easy reference.

The proposed changes are contained in Article 3: Review Procedures. In 11 places in Article 3, the statement, **“For details of mailed, posted, and/or published notices and public meeting requirements, see 3.22 Public Meeting and Notice Requirements”** is proposed to be added in the place of either non-existent or repetitive language. Section 3.22 has also been added to the end of Article 3; it details the requirements for all development applications’ notification requirements and provides a table summarizing requirements for each development application type. Details are given in 3.22 regarding public notice that is required to be mailed, posted on-site, and/or published in a local newspaper. Proposed amendments to Article 3 of the UDO are provided as Attachment 1.

EVALUATION

As prescribed in the Pender County Unified Development Ordinance Section 3.18.5, in evaluating any proposed Ordinance text amendment, the Planning Board and the County Commissioners shall consider the following:

1. The extent to which the proposed text amendment is consistent with the remainder of the Ordinance, including, specifically, any purpose and intent statements;
2. The extent to which the proposed text amendment represents a new idea not considered in the existing Ordinance, or represents a revision necessitated by changing circumstances over time;
3. Whether or not the proposed text amendment corrects an error in the Ordinance; and
4. Whether or not the proposed text amendment revises the Ordinance to comply with state or federal statutes or case law.

In deciding whether to adopt a proposed Ordinance text amendment, the central issue before the Planning Board and County Commissioners is whether the proposed amendment advances the public health, safety, or welfare of its citizens.

RECOMMENDATION

Planning staff is submitting this text amendment request for Board of Commissioners approval. At their February 6, 2024 meeting, the Planning Board unanimously voted to recommend approval for this amendment. Staff also respectfully recommends approval of the Zoning Text Amendment to the Unified Development Ordinance as described in this report, as the amendment is consistent with the requirements of North Carolina General Statutes 160D and the spirit, purpose, and intent of the UDO as noted in Section 1.4.1: "It is the purpose of this Ordinance to: ...Establish clear and efficient development review and approval procedures." Furthermore, the proposed amendment is consistent with the Pender 2.0 Comprehensive Plan as evidenced by Policy 5.1.G: Development Review, which states, "The County supports an efficient, transparent, and predictable development review and approval procedure." The proposed text amendment involves streamlining, simplifying, and codifying existing review procedures in accordance with Chapter 160D of the North Carolina State Statutes. Overall, the proposed Zoning Text Amendment seeks to provide clarity to Planning and Community Development's procedures by improving the Ordinance's explanation of required processes so that citizens, staff, and other stakeholders may better understand the development application review process.

PENDER 2.0 COMPREHENSIVE PLAN CONSISTENCY STATEMENT:

TO APPROVE: Motion to approve the Zoning Text Amendment and to make a finding that the approval is consistent with state law and the spirit, purpose, and intent of the Pender County Unified Development Ordinance.

TO DENY: Motion to deny the Zoning Text Amendment and to make a finding that although the proposal is consistent with the Pender County Unified Development Ordinance, said denial is reasonable and in the public interest and does not further the goals of Article 3 “Review Procedures” because [INSERT REASONING].

PRIOR PLANNING BOARD ACTION FOR ZONING TEXT AMENDMENT

MOTION	SECONDED
Pitts	Mosca

APPROVED	DENIED	UNANIMOUS
Yes		Yes

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

APPLICATION

Pender County Planning and Community Development

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



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

Zoning Text Amendment Submission

Applications will be considered for review by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

- | | | |
|----|----------------|---|
| 1. | <u> ✓ </u> | Pre-submittal Meeting |
| | | Date of Meeting <u> 12/4/2024 </u> |
| 2. | <u> ✓ </u> | Signed Application |
| 3. | <u> N/A </u> | Payment |
| | | \$250 |
| 4. | <u> ✓ </u> | Narrative |
| | | A letter describing, in detail the intent and purpose of the amendment presented, meeting the approval criteria set forth in Section 3.18.5 of the Pender County UDO. |
| 5. | <u> ✓ </u> | Digital Submission |
| | | For all documents submitted in paper copy, please a digital copy with paper submission. |

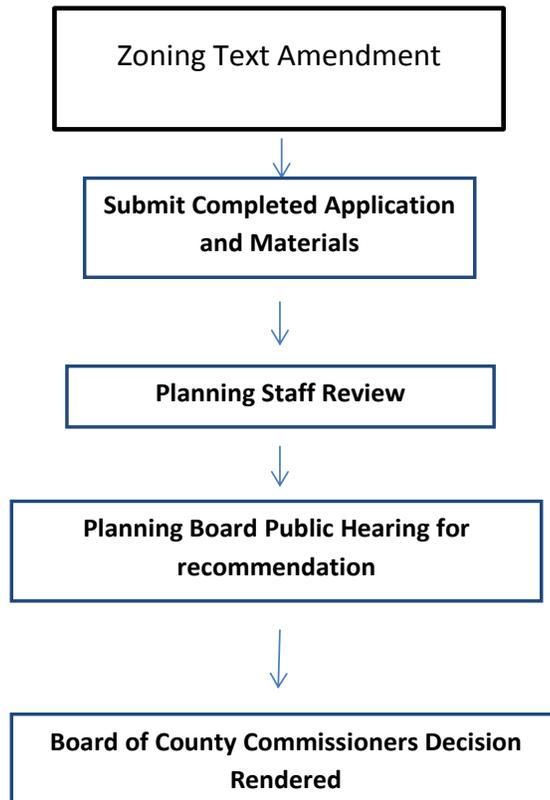
I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant Adam Moran

Date 1/5/2024

Printed Name Adam Moran

Staff Initials:	<u> AM </u>
Date:	<u> 1/10/24 </u>



Zoning Map Amendment Specific Requirements

1. Application Submittal

- Application
- Narrative: A letter describing, in detail the intent and purpose of the amendment presented, meeting the approval criteria set forth in Section 3.18.5 of the Pender County UDO.

2. Planning Board and Board of Commissioners Review Criteria (per Section 3.18.5)

- A. In evaluating any proposed Ordinance text amendment, the Planning Board and the County Commissioners shall consider the following:
 - 1) The extent to which the proposed text amendment is consistent with the remainder of the Ordinance, including, specifically, any purpose and intent statements;
 - 2) The extent to which the proposed text amendment represents a new idea not considered in the existing Ordinance, or represents a revision necessitated by changing circumstances over time;
 - 3) Whether or not the proposed text amendment corrects an error in the Ordinance; and
 - 4) Whether or not the proposed text amendment revises the Ordinance to comply with state or federal Statutes or case law.
- B. In deciding whether to adopt a proposed Ordinance text amendment, the central issue before the County Commissioners is whether the proposed amendment advances the public health, safety or welfare and is consistent with any adopted County Land Use Plan documents, the CAMA Land Use Plan, and the specific intent of this Ordinance.

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

TEXT AMENDMENT

A request to amend the text of this Ordinance may be initiated by the County Commissioners, Board of Adjustment, Planning Board, Administrator, or a citizen of Pender County.

Approval Criteria (*Section 3.18.5*)

In evaluating any proposed ordinance text amendment, the Planning Board and the County Commissioners shall consider the following:

- a. The extent to which the proposed text amendment is consistent with the remainder of the Ordinance, including, specifically, any purpose and intent statements;
- b. The extent to which the proposed text amendment represents a new idea not considered in the existing Ordinance, or represents a revision necessitated by changing circumstances over time;
- c. Whether or not the proposed text amendment corrects an error in the Ordinance; and
- d. Whether or not the proposed text amendment revises the Ordinance to comply with state or federal statutes or case law.
- e. In deciding whether to adopt a proposed Ordinance text amendment, the central issue before the County Commissioners is whether the proposed amendment advances the public health, safety or welfare and is consistent with any adopted County Land Use Plan documents, the CAMA Land Use Plan, and the specific intent of this Ordinance.

Action by the Planning Board

1. Before making any recommendation on a text amendment, the Planning Board shall consider any recommendations from the Administrator and shall conduct a public hearing where interested parties may be heard.
2. The Planning Board shall make a recommendation based on the approval criteria.
3. The Planning Board shall make its recommendation following the initial public hearing.

Action by County Commissioners

1. Before taking action on a text amendment, the County Commissioners shall consider the recommendations of the Planning Board and Administrator and shall conduct a public hearing.
2. The County Commissioners shall make a decision based on the approval criteria.
3. Following the public hearing, the County Commissioners may approve the text amendment, deny the amendment, or send the amendment back to the Planning Board or a committee of the County Commissioners for additional consideration.

In deciding whether to adopt a proposed Ordinance text amendment, the central issue before the County Commissioners is whether the proposed amendment advances the public health, safety or welfare and is consistent with any adopted County Land Use Plan documents, the CAMA Land Use Plan, and the specific intent of this Ordinance.

APPLICATION FOR TEXT AMENDMENT

THIS SECTION FOR OFFICE USE			
Application No.	ZTA 2024-22	Date	1/5/2024
Application Fee	\$ N/A - Staff Initiated	Invoice Number:	N/A - Staff Initiated
Pre-Application Conference	12/4/2024	Hearing Date	PB - 2/6/2024; BOCC - 3/11/2024
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Pender County Planning & Community Development		
Applicant's Address:	805 South Walker Street		
City, State, & Zip	Burgaw, NC 28425		
Phone Number:	910-259-1202		
Email Address:	amoran@pendercountync.gov		
SECTION 2: UDO TEXT TO BE AMENDED			
Current Text to be Amended (Please site accurate Article number referenced):			
See attached.			
Proposed Text to be added:			
See attached.			
SECTION 3: SIGNATURE			
Applicant's Signature	<i>Adam Moran</i>	Date:	1/5/2024
Applicant's Printed Name	Adam Moran	Date:	1/5/2024
NOTICE TO APPLICANT			
If the applicant makes significant changes to the application for a text amendment after the Planning Board has made its recommendation, the Administrator may refer the modified request back to the Planning Board for an additional public hearing.			
TEXT AMENDMENT CHECKLIST			
<input checked="" type="checkbox"/>	Signed application form		
N/A <input type="checkbox"/>	Application fee		
<input checked="" type="checkbox"/>	A letter describing, in detail the intent and purpose of the amendment presented, meeting the approval criteria set forth in Section 3.18.5 of the Pender County UDO (shown on page 1 of this application)		
Office Use Only			
<input type="checkbox"/> ZTA Fees: \$250 N/A - Staff Initiated		Total Fee Calculation: N/A - Staff Initiated	
Payment Method:	Cash : <input type="checkbox"/> \$ _____	Credit Card: <input type="checkbox"/> Master Card <input type="checkbox"/> Visa	Check: <input type="checkbox"/> Check # _____
Application Received By:	Adam Moran	Date:	1/10/2024
Application completeness approved by: Adam Moran		Date:	1/10/2024
Dates Scheduled for Public Hearings:	<input checked="" type="checkbox"/> Planning Board: 2/6/2024	<input checked="" type="checkbox"/> BOC: 3/11/2024	

ATTACHMENT 1

Zoning Text Amendment Proposed Text Changes

ATTACHMENT 1

Zoning Text Amendment 2024-22 Proposed Text

3.3 REZONINGS

3.3.3 Application Eligibility, Procedures, and Requirements

A. A request or proposal for a rezoning may be initiated by the County Commissioners, the Board of Adjustment, the Planning Board, the Administrator, the property owner or their agent, or any other party with appropriate owner consent.

B. Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of this Ordinance. An illustration containing a metes and bounds description is required. Split zoning a parcel does not imply approval of a Plat.

C. The applicant shall provide an accurate County parcel number, legal description, or a map drawn to scale showing the property boundaries that are to be rezoned, in sufficient detail for the rezoning to be located on the Official Zoning Map.

D. For details of mailed, posted, and/or published notices and public meeting requirements, see 3.22 Public Meeting and Notice Requirements.

...

3.5 MASTER DEVELOPMENT PLAN

3.5.4 Review

A. Applicants shall submit the MDP to the Administrator, together with completed application materials.

B. Application form and materials must be completed at the time of submission.

C. The Master Development Plan must meet all the requirements prescribed in Section 6.1, Master Development Plan Contents.

D. For details of mailed, posted, and/or published notices and public meeting requirements, see 3.22 Public Meeting and Notice Requirements.

...

3.6 MINOR SITE DEVELOPMENT PLANS

3.6.3 Review

...

C. The Administrator shall forward the site plan to the Technical Review Committee for review. The Committee shall make recommendations to the Administrator concerning whether the plan meets the requirements of the Pender County Code and other State or Federal regulations as appropriate within five (5) business days. For details of mailed, posted, and/or published notices and public meeting requirements, see 3.22 Public Meeting and Notice Requirements.

...

3.7 MAJOR SITE DEVELOPMENT PLANS

3.7.3 Review

...

E. For details of mailed, posted, and/or published notices and public meeting requirements, see 3.22 Public Meeting and Notice Requirements. ~~The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500 feet of the perimeter of the project bounds, along with 1 set of #10 envelopes stamped with typed address to each person on the list. These addressed envelopes and list shall be submitted prior to the TRC meeting. The Administrator shall then mail a copy of the notification to each property owner not less than 10 days prior to the scheduled meeting.~~

~~F. The Administrator shall post a sign on the subject property with visual information related to the request for a total of 10 business days.~~

...

3.9 MINOR SUBDIVISION

3.9.3 Review

...

C. ~~For details of mailed, posted, and/or published notices and public meeting requirements, see 3.22 Public Meeting and Notice Requirements. The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500 feet of the perimeter of the project bounds, along with 1 set of #10 envelopes stamped with typed address to each person on the list. These addressed envelopes and list shall be submitted prior to the TRC meeting. The Administrator shall then mail a copy of the notification to each property owner not less than 10 days prior to the scheduled meeting.~~

~~D. The Administrator shall post a sign on the subject property with visual information related to the request for a total of 10 business days.~~

...

3.10 MAJOR SUBDIVISION

...

3.10.3 Review

A. Completed plats, application, fees, and other required data must be submitted 45 days before a scheduled Planning Board meeting, if applicable in accordance with Section 2.3.2.B.

B. When required submission material is submitted as noted above, it shall be placed on the next scheduled Planning Board agenda, if applicable.

C. Planning Board review and approval shall not be required for a Major Subdivision in a by-right development zoning district in accordance with Section 2.5.2.B.

D. ~~For details of mailed, posted, and/or published notices and public meeting requirements, see 3.22 Public Meeting and Notice Requirements. The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500 feet of the perimeter of the project bounds, along with 1 set of #10 envelopes stamped with typed address to each person on the list. These addressed envelopes and list shall be submitted prior to the TRC meeting. The Administrator shall then mail a copy of the notification to each property owner not less than 10 days prior to the scheduled meeting.~~

~~E. The Administrator shall post a sign on the subject property with visual information related to the request for a total of 10 business days.~~

...

3.12 SPECIAL USE PERMITS

3.12.2 Application and Fees

...

~~3) The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500 feet of the perimeter of the project bounds along with one (1) set of #10 envelopes stamped and with typed addresses to each person on the list. These addressed envelopes and the list shall be submitted at least thirty (30) days prior to the public hearing. The Administrator shall then mail a copy of the legal notice to each adjacent property owner; For details of mailed, posted, and/or published notices and public meeting requirements, see 3.22 Public Meeting and Notice Requirements.~~

...

3.12.3 Procedures for Reviewing Applications

...

~~D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty five (25) days before the date fixed for the hearing. For details of mailed, posted, and/or published notices and public meeting requirements, see 3.22 Public Meeting and Notice Requirements.~~

...

3.14 VARIANCE

3.14.5 Notice and Public Hearings

~~Once the application has been determined complete, the Administrator shall schedule a public hearing and give notice to owners of all properties located within 500 feet of the perimeter of the project bounds along with and aggrieved parties in the form of applicant supplied #10 envelopes with paid first-class postage.~~ For details of mailed, posted, and/or published notices and public meeting requirements, see 3.22 Public Meeting and Notice Requirements.

3.16 APPEAL OF ADMINISTRATIVE DECISION

3.16.4 Notice and Public Hearings

~~The County shall hold all required public hearings and give notice in accordance with Section 3.14.5.~~ For details of mailed, posted, and/or published notices and public meeting requirements, see 3.22 Public Meeting and Notice Requirements.

3.18 ORDINANCE TEXT AMENDMENT

3.18.2 Administrator

A. The Administrator shall be responsible for review and recommendation regarding amendments to the text of this Ordinance.

B. When a text amendment is initiated, the Administrator, in consultation with the appropriate body, shall draft an Ordinance and present that Ordinance to the Planning Board so that a public hearing may be set.

C. The Administrator shall prepare a staff report that reviews the proposed text amendment request in light of any applicable plans and the general requirements of this Ordinance.

D. For details of mailed, posted, and/or published notices and public meeting requirements, see 3.22 Public Meeting and Notice Requirements.

3.22 Public Meeting and Notice Requirements

3.22.1 Meeting Notification Requirements and Procedures

A. Mailed Notice: The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500 feet of the perimeter of the project bounds (including the property owner and applicant). Along with the list, the required number of sets of #10-Type envelopes addressed to each person on the list shall be provided. The return address on the envelopes should be left blank. The number of sets of envelopes are noted in the table below based on each application type. The addressed envelopes and list shall be submitted along with the application. The Administrator shall then mail a copy of the meeting notification to each property owner at least 10 days, but not more than 25 days, prior to the date of the hearing.

Application Type	Sets of Envelopes
Master Development Plan – PD, RM, and MH Districts	1
Master Development Plan – Residential Performance (RP) District	1
Master Development Plan – Non-Residential	1
Minor Subdivision – Preliminary Plat	1
Major Subdivision – Preliminary Plat	1
Major Site Development Plan (Non-residential)	1
Rezoning	2
Conditional Rezoning	2
Special Use Permits	1
Variance	1
Appeal of Administrative Decision	1

- B. On-site Posted Notice: The Administrator shall prominently post a notice of the hearing on the site proposed for the amendment or on an adjacent public street or highway right-of-way. The notice must be posted at least 10 days, but not more than 25 days, prior to the date of the hearing.
- C. Published Notice: A notice of the required public hearing(s) shall be given once a week for two successive calendar weeks in a newspaper having general circulation in the area. The notice shall be published the first time not less than 10 days nor more than 25 days before the date scheduled for the hearing. In computing such period, the day of publication is not to be included but the day of the hearing shall be included. For an Appeal of an Administrative Decision see the Board of Adjustment Rules of Procedure for relevant unique requirements.
- D. Public Input Meetings: For details regarding Public Input Meetings required for certain development applications see Section 3.1.3, Public Input Meeting.
- E. Optional Notice for Large-Scale Zoning Map Amendments: For large-scale zoning map amendments (rezonings), provisions noted in the North Carolina General Statutes 160D-602(b-c) may be followed.
- F. See table below (3.22.2) for a summary of public hearing, meeting, and notification requirements.

3.22.2 Meeting and Notification Requirements Summary Table

Application Type	Public Input Mtg. Required?	Notice Required			Technical Review Committee	Public Hearing Required?			UDO Reference(s)
		Mailed	Posted	Published		BOA	PB	BOCC	
Master Development Plan – PD, RM, and MH Districts									
Master Dev. Plan	✓	✓	✓	✓	✓		✓		2.3.2; 3.1.3
Master Development Plan – Residential Performance (RP) District									
Master Dev. Plan		✓	✓		✓				3.5
Master Development Plan – Non-Residential									
Master Dev. Plan		✓	✓		✓				3.5
Subdivisions									
Minor Subdivision – Preliminary Plat		✓	✓		✓				3.9; 6.4
Major Subdivision – Preliminary Plat		✓	✓		✓				3.10; 6.4
Final Plats									3.9-10; 6.5
Non-Residential									
Major Site Development Plan		✓	✓		✓				3.7
Minor Site Development Plan					✓ ¹				3.6
Miscellaneous									
Rezoning		✓	✓	✓			✓	✓	3.3
Conditional Rezoning	✓	✓	✓	✓	✓		✓	✓	3.1.3; 3.3
Ordinance Text Amendment				✓			✓	✓	3.18
Special Use Permits ²		✓	✓	✓				✓	3.12
Variance ²		✓	✓	✓		✓			3.14
Appeal of Administrative Decision ²		✓	✓	✓ ³		✓			3.16
Change of Use Permit									3.21
¹ Five-Day Technical Review Committee Review Period ² Requires a quasi-judicial procedure according to North Carolina General Statutes §160D-406a ³ Required in accordance with Pender County Board of Adjustment Rules of Procedure									