



Pender County

Agenda

**Board of County Commissioners Meeting
Monday, May 6, 2024 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC**

	Presenter	Page
1.		
2.		
3.		
4.		
5.		
6.		
6.1.	Ward	5 - 10
		Focus Broadband Internet - Pdf
6.2.	Colon	11 - 21
		Final PFAS National Primary Drinking Water Regulation - Pdf
7.		
8.		
8.1.	Devane	23 - 31
		MCA tower repair - Pdf
8.2.	Stewart	33 - 35
		FOSTER CARE DONATION 01212020 - Pdf
8.3.	Stanfield	37 - 48
		April 2, 2024, Minutes - Pdf
8.4.	Stanfield	49 - 62
		April 15, 2024, BOCC Meeting Minutes - Pdf
8.5.	Stanfield	63 - 66
		April 19, 2024, BOCC Special Meeting Minutes - Pdf
8.6.	Stanfield	67 - 69
		April 23, 2024, Joint Meeting Minutes - Pdf
8.7.	Radke	71 - 73
		April 2024 Refunds - Pdf
8.8.	Radke	75 - 76
		Refund/Release Requests - Pdf
8.9.	Blue	77 - 78

Line Items

[BOA E911 PSAP Grant Adjustment - Pdf](#)

8.10.	Approval of Contract for Arbitrage Tracking of Future Debt Issuances Bingham Arbitrage Rebate Services Contract - Pdf	Blue	79 - 86
8.11.	Approval of BOA for June County Manager Contracts BOA for CMO June 2024 - Pdf	Blue	87 - 88
8.12.	Approval of a BOA for TDA Promotions BOA for TDA Promotions - Pdf	Blue	89 - 90
8.13.	Approval of Purchase Order to SHI International for Replacement Firewall Hardware, Support & Maintenance in the amount of \$47,081.09. Approval of Purchase Order to SHI International for Replacement Firewall Hardware, Support & Maintenance in the amount of \$47,081.09. - Pdf	Miranda	91
8.14.	Resolution Authorizing the Donation of Viper Tower to State of NC Resolution Authorizing the Donation of Viper Tower to State of NC - Pdf	Buffkin	93 - 94
9.	APPROVALS AND RESOLUTIONS		
9.1.	Approval of BOA & PO for countywide radio project in the amount of \$1,456,427.15 Countywide Radio Project- Pdf	Fulton	95 - 111
9.2.	Approval to adopt a FEMA Buyout Program policy FEMA Buyout Program Policy - Pdf	Buffkin	113 - 131
9.3.	Approval of BOA & PO Increase to Bordeaux Construction for BOE Request Regarding New K-8 School Bond Project BOA & PO for Bordeaux Phase I Early Site Package - Pdf	Blue	133 - 135
10.	DISCUSSION		
11.	APPOINTMENTS		
11.1.	Appointment to the Advisory Board of Health Brandy Watts Application - Pdf	Stanfield	137 - 139
12.	MAPLE HILL WATER AND SEWER DISTRICT		
12.1.	Approval for Purchase Order for Maple Hill Wastewater Treatment Plant Office Building Construction to Clydesdale Project Handlers Inc. for \$123,162.82 Approval for Purchase Order for Maple Hill Wastewater Treatment Plant Office Building Construction to Clydesdale Project Handlers Inc. for \$123,162.82 - Pdf	Colon	141 - 171
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. ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGER, & COUNTY COMMISSIONERS
20. ADJOURNMENT



Pender County Focus Broadband - Pender County Update

TO: Board of County Commissioners
FROM: Kris Ward
DATE: May 6, 2024
SUBJECT: Focus Broadband - Pender County Update

SUMMARY:

Kris Ward will provide the Board an update on the Focus Broadband internet.

FOCUS Broadband Grant Update for Pender County

Kris Ward, Director of Business Development, FOCUS Broadband



USDA ReConnect Broadband Grant

- Service currently available to over 4,000 (was just under 2,000 November 2023) addresses in Canetuck, Holly Shelter, Grady, Hwy 421 corridor and portions of Caswell.
- Construction underway in remaining portions of Burgaw, Wallace, and Grady to over 995 addresses.
- Over 1,000 customers have been installed.
- New phases coming up each month.

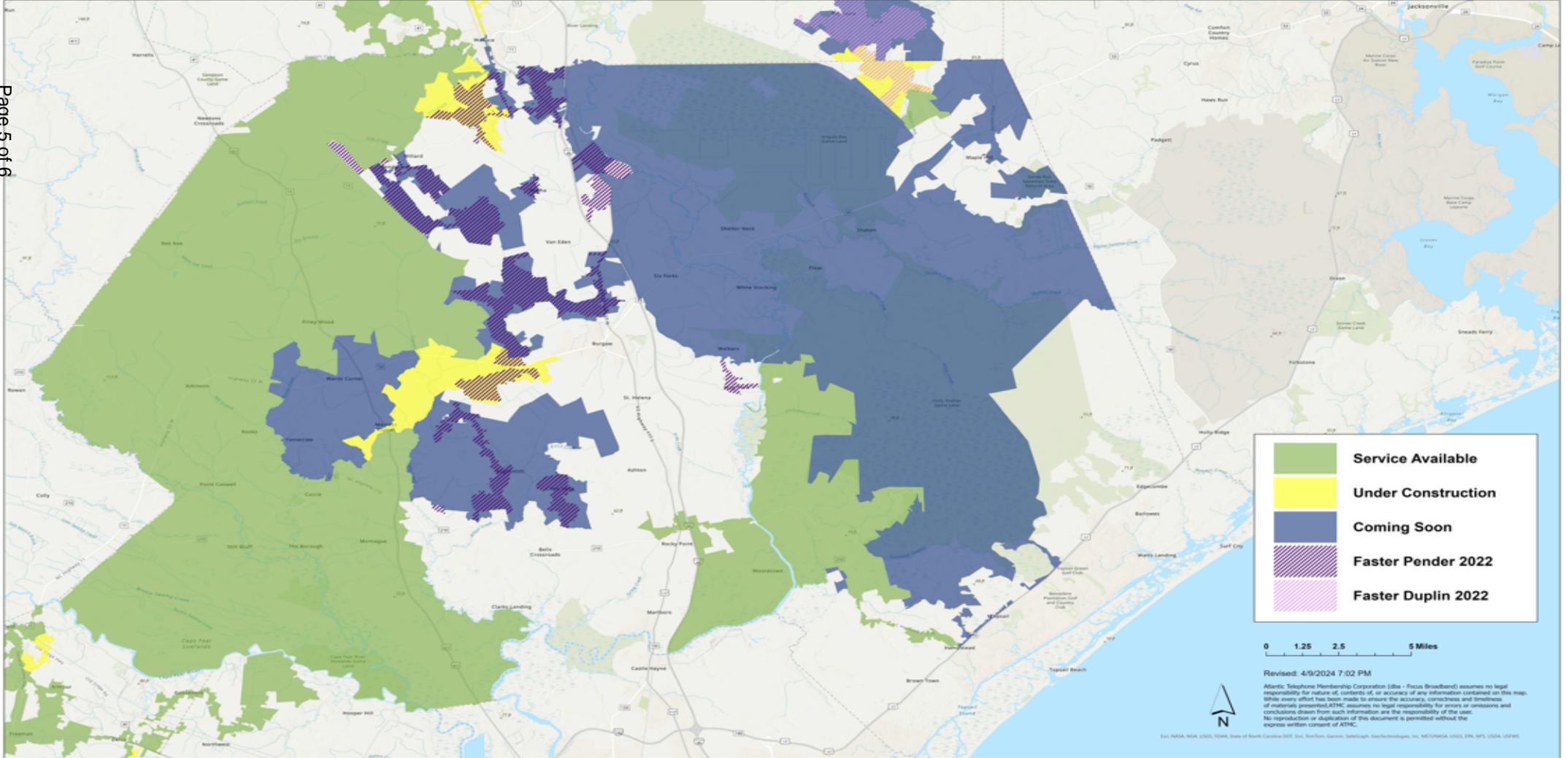


NC GREAT Grant

NC GREAT Grant Program

- Won **\$4 million grant** in 2022 for high-speed internet service to an additional 1,200 homes and businesses
- FOCUS Broadband and Pender County each contributing \$547,000 in matching funds
- GREAT Grant project service areas are being constructed simultaneously with ReConnect grant areas
- First customers had service made available in March. Estimated project completion by mid-2025





Additional Updates

Page 6 of 6

- Retail store and operations center opened March 23.
- <https://www.fasterpender.com>



FOCUS
BROADBAND



Pender County Final PFAS National Primary Drinking Water Regulation

TO: Board of County Commissioners
FROM: Anthony Colon
DATE: May 6, 2024
SUBJECT: Final PFAS National Primary Drinking Water Regulation

SUMMARY:

The Biden-Harris Administration has finalized the first-ever national drinking water standard for per- and polyfluoroalkyl substances (PFAS). The EPA is issuing this rule after reviewing extensive research and science on how PFAS affects public health, while engaging with the water sector and with state regulators to ensure effective implementation. The EPA also considered 120,000 comments on the proposed rule from a wide variety of stakeholders. The final rule will reduce PFAS exposure for approximately 100 million people, prevent thousands of deaths, and reduce tens of thousands of serious illnesses.

ACTION REQUESTED:

This is Public Information, and no action is required by the Board of County Commissioners.

Final PFAS National Primary Drinking Water Regulation

What are PFAS

Per-and polyfluoroalkyl substances

PFAS are a group of man-made chemicals that persist in the environment and are used in various consumer and industrial products. These compounds are water soluble and can contaminate drinking water sources. Some of these compounds are linked to adverse health effects.



Key Messages

- PFAS exposure over a long period can cause illnesses that could decrease quality of life.
- PFAS pollution can have disproportionate impacts on small, disadvantaged, and rural communities already facing environmental contamination.



Government Action

Page 5 of 11

The Biden-Harris Administration has finalized the first-ever national drinking water standard for per- and polyfluoroalkyl substances (PFAS)

Early this month the Environmental Protection Agency issued the first-ever national regulatory limits for drinking water.

This final ruling is expected to reduce PFAS exposure for approximately 100 million people, preventing, and reducing tens of thousands of serious illnesses.



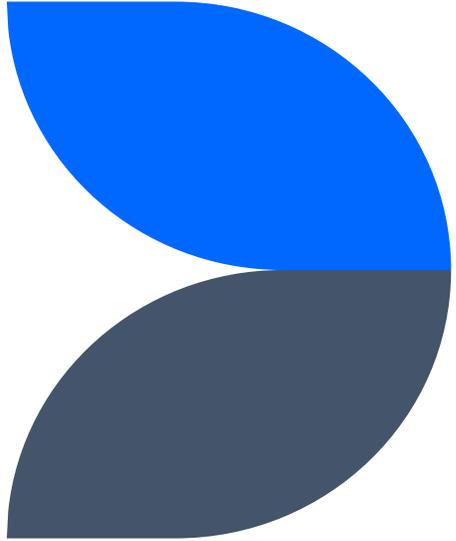
Regulatory Levels: Maximum Contaminant Level Goals

Page 6 of 11

- EPA is setting enforceable Maximum Contaminant Levels (MCLs) at 4.0 parts per trillion for PFOA and PFOS, individually.
- For PFNA, PFHxS, and HFPO-DA (GenX Chemicals), EPA is setting MCLs of 10 parts per trillion.

Pender County Water

Page 7 of 11

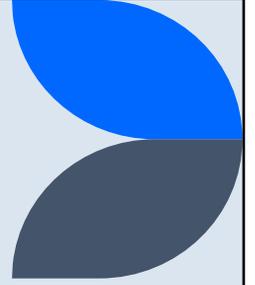


Pender County Water Treatment Plant

Page 8 of 11

- Surface water treatment plant.
- Currently treating 2.0 MGD.
- Capable to treat 4.0MGD.
- The source of raw water is the Lower Cape Fear River.
- Currently equipped with Granular Activated Carbon (GAC)vessels for the removal of organics and now PFAS.





Current condition of our water

- The water at the Water Treatment Plant is tested after filtration before GAC and after the Clearwells before being sent to the public.
- This sampling is performed by a third-party laboratory.
- ENTHALPY Laboratories samples our water before and after the carbon media is exchanged.

Contaminant	MCL	Before Treatment	After Treatment
PFOA	4.0 ppt	4.47 ppt	1.95 ppt
PFOS	4.0 ppt	8.09 ppt	2.10 ppt
GenX	10.0 ppt	2.97 ppt	2.13 ppt



Summary

- New national limits are now set, and utilities are expected to comply and improve their system to meet compliance.
- Pender County Surface Water Treatment Plant is currently equipped with Granular Activated Carbon vessels, and it is currently complying with the new limits.
- Pender County Utilities is continually working on new water technologies to produce potable water that meets state and federal standards.
- A new membrane filtration plant is expected to be online in 2028 and this plant is expected to produce water that also meets PFAS regulations.



Thank you

Anthony Colon
Pender County Utilities
Executive Director
acolon@pendercountync.gov



Pender County Request Board Approval

TO: Board of County Commissioners
FROM: Andy Devane
DATE: May 6, 2024
SUBJECT: Approval of Purchase Order and Budget Amendment for Mobile Communications of America in the amount of \$38,580.91 for tower repairs.

SUMMARY:

Pender County Sheriff's Office requesting approval of Purchase Order and Budget Amendment for Mobile Communications of America in the amount of \$38,580.91 to repair the tower at the Law Enforcement Center.

During our investigation of the 400-radio backup system at the tower at the Law Enforcement Center it was identified that the cables going into the LEC for the AVTEC system has degraded to the point that steel shield jackets are exposed. This can cause radio signal deterioration and cause communication problems for our people in the field.

Mobile Communications is the sole source vendor for these repairs.



MOBILE COMMUNICATIONS AMERICA, INC.
 313 OLD DAIRY RD
 WILMINGTON, NC 28405
 Phone: 910-452-1779
 Fax:

QUOTATION
492003279

Page 1

Bill To:
 Pender County NC Sheriffs Office
 PO Box 1449
 Burgaw, NC 28425

Ship To:
 Pender County NC Sheriffs Office
 PO Box 1449
 Burgaw, NC 28425

Contact:
Contact #:

Contact: Andy Devane
Contact #:

Date: 03/13/2024		Customer #: 107488		Terms: NET 30 DAYS	
Quantity	Description	U/M	Unit Price	Extended	
2	TX/RX 746-869 MHZ, MULTI-CHANNEL CONTROL STATION COMBINER- 8CH	EA	11,270.00	22,540.00	
400	Jacket 50-OHM 7/8" Cabl	FT	6.50	2,600.00	
2	806-869 9dB OMNI ANT	EA	2,047.50	4,095.00	
2	7-16 DIN MALE POSITIVE STOP 7/8"	EA	24.85	49.70	
2	N-Male Positive Stop for 7/8" AVA5-50	EA	36.02	72.04	
1	SINGLE WAVEGUIDE ENTRY PORT, 4IN CABLE OPENING	EA	170.00	170.00	
1	7/8" Round Cushion 2 Hole	EA	4.17	4.17	
1	Tower installation of two coax runs and two antennas	EA	6,000.00	6,000.00	
1	Ground installation, integration and testing	EA	2,800.00	2,800.00	
1	SHIPPING/HANDLING	EA	250.00	250.00	

Quote valid for 30 days from date above

Please contact customer representative by phone or email with any questions:

Customer Rep: Mike Cavalluzzi
 Phone #: 910-279-2044
 Email: MikeCavalluzzi@callmc.com

Subtotal : \$38,580.91
 Tax : \$2,604.21
 Total Quote : \$41,185.12

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

All orders are subject to partial shipment and partial invoice

Tax calculations provided are estimates and are subject to change.



MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

"MCA" shall mean Mobile Communications America, Inc. and "Buyer" shall mean the customer named in the applicable Order (defined below). "Parties" shall mean MCA and Buyer, collectively, and "Party" shall mean MCA or Buyer, individually. "Products," "Equipment" or "Services" shall individually or collectively mean the equipment and parts (with respect to Products and Equipment) and services (with respect to Services) referred to in the applicable Order. These Terms and Conditions ("T&Cs") shall apply to and form a part of all orders for Services and, if applicable, Products, issued by Buyer and expressly accepted by MCA (each, an "Order" and together with the T&Cs, the "Agreement"). The Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these T&Cs and the Order, these T&Cs shall govern, unless the Order expressly states that the terms and conditions of the Order shall control. Neither the transactions contemplated hereby and/or the Agreement, nor any Order consummated between the Parties, are intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party. Buyer shall place an Order with MCA in compliance with these T&Cs.

MCA reserves the right, without notice to Buyer, to provide any Product through, or cause any of its obligations under these T&Cs to be performed by, any of its Affiliates. In such case, the work shall be treated as a separate agreement between the Buyer and Affiliate, governed by these T&Cs with the Affiliate taking the place of MCA for all purposes herein. Buyer is to make payment directly to the Affiliate for such Orders. For the purposes of these T&Cs, "Affiliate" shall mean, with respect to a Party, any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. In addition, MCA may subcontract the Services provided to Buyer to a third party without Buyer's consent, provided that such subcontracting will not release MCA from any of its obligations under the Agreement.

MCA's acceptance of an Order is expressly conditioned upon Buyer's consent to these T&Cs. These T&Cs prevail over any other terms and conditions or other provisions contained in Buyer's documentation whether pre-printed or attached to any Order or any other documentation exchanged by the Parties. If these T&Cs are not acceptable to Buyer, Buyer must so notify MCA prior to Order placement by specific written objection. Buyer's consent to these T&Cs will be conclusively established by Buyer's acceptance of a quote from MCA, unless written objections are received prior to Order placement. No waiver, alteration or modification of these T&Cs shall be binding on MCA unless in writing and signed by an Executive Officer of MCA. The quantity, quality and description of the Equipment shall be as specified in an applicable Order and/or any applicable specification agreed to in writing by the Parties. Solely with respect to Services, MCA's acceptance of an Order is also expressly subject to MCA's inspection of the site where the Services will be performed and its suitability for the Services in MCA's sole and absolute discretion.

QUOTATION DETAILS: All quotations reflect U.S. Dollars. All payments must be made in U.S. Dollars. If Buyer makes payment by check, the check must be drawn on a US bank. Payment shall not be deemed received by MCA for any purpose hereunder, including MCA's security interest in the Products, until such time as MCA receives cleared available funds. The price for the Services and, if applicable, the Products, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Order. Buyer acknowledges that Product prices may fluctuate due to manufacturer costs, supply chain variances or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust Services and/or Product prices accordingly and/or cancel Orders at any time. MCA will make reasonable effort to provide Buyer timely notice of such changes. The right to refuse to accept any Orders for any reason is reserved by MCA even if a previous quotation has been made.

TERMS AND METHODS OF PAYMENT: Payment shall be due and payable thirty (30) days from the date of invoice. Payment shall not be withheld on account of any claim by Buyer against MCA. If Buyer disputes any portion of a MCA invoice, Buyer shall pay the undisputed portion when due and MCA and Buyer shall work to resolve the dispute within thirty (30) days. Nonpayment or delay in payment by Buyer shall be considered a breach of the Agreement.

Each Order, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. If services, installation and/or shipments (as applicable to a particular Order) are delayed by the Buyer, payments shall be due on the date when MCA is prepared to perform (or cause a third party to perform). Products held for the Buyer shall be at the risk and expense of the Buyer. Products shipped as exchanges will be invoiced for full value until the exchange is complete and Product has been returned to MCA in good and working condition, at which point a credit for the full value will be given to Buyer. If the financial condition of the Buyer at any time does not, in MCA's sole and absolute discretion, justify continuance of performance or shipment on the terms of payment specified, MCA may require full or partial payment from the Buyer in advance in MCA's sole and absolute discretion. In the event of bankruptcy or insolvency of the Buyer, or in the event any proceedings are brought by or against the Buyer under any bankruptcy or insolvency laws, MCA shall be entitled to cancel any Order then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.

Buyer grants to MCA a purchase money security interest in the Products, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the Products shall pass to Buyer free of such security interest. Buyer hereby authorizes MCA to take any and all steps it determines are necessary to cause its security interest to be maintained and perfected, including, without limitation, the filing of any financing statements, and any amendments and/or renewals thereof. Any invoiced amount which is not paid in accordance with these T&Cs shall be considered overdue. MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period to charge Buyer with interest at the rate of 1.5% of total past due amount. Buyer shall not deduct from any invoice any amounts, except such amounts as are set forth in any written credit memorandum (or equivalent) issued by MCA to Buyer prior to the due date of the outstanding invoice. Upon any default or breach by Buyer hereunder and to the extent applicable, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Buyer's premises and repossess and remove any Products if full payment has not been timely received by MCA.



Buyer shall not and acknowledges that it will have no right, under these T&Cs or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates, whether under these T&Cs or any other agreement between the Parties against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement between MCA and/or any of its Affiliates, on the one hand, and Buyer and/or any of its Affiliates, on the other.

STANDARD TERMS WITHOUT CREDIT: If Buyer has not established preliminary credit with MCA, prepayment of full amount under the Agreement is required, unless such requirement is waived by MCA in its sole and absolute discretion.

STANDARD TERMS WITH CREDIT:

- A. Up to \$50,000.00 - Net within thirty (30) days after date of invoice submitted by MCA.
- B. Over \$50,000.00 require the below milestone payments:
 - 40% down once an Order is accepted by MCA
 - 50% once materials shipped for Buyer's use
 - 10% within thirty (30) days of the earlier of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to Order acceptance.

NON-STANDARD PAYMENT TERMS:

- A. Cash
- B. Credit card payments by customers with credit terms with MCA

Non-standard payment terms may be subject to convenience fees, in MCA's sole and absolute discretion.

LATE FEES: Without prejudice to any other rights or remedies of MCA, if payment is outstanding after a seven (7) day grace period, 1.5% of the total past due amount will be added to the balance.

TAXES: The prices stated in any quote or Order may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Services and, if applicable, the Products will be added by MCA to the sales price and shall be paid by the Buyer, unless Buyer provides MCA with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Buyer shall pay to MCA the full payment of any such increase no later than ten (10) days after receipt of invoiced charges.

DELIVERY: Unless otherwise specifically stated in an agreement between the Parties, delivery of all Products shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. Ground shipment charges through carrier chosen by MCA, unless carrier agreed upon by Buyer and MCA, will be prepaid and added to invoice. Title and risk of loss or damage shall pass to Buyer upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to Buyer. MCA assumes no liability in connection with shipment nor shall the carrier in any way be construed to be an agent of MCA. MCA shall not be liable for any damages or penalty for delay caused by transportation or failure to give notice of such delay. The Equipment shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, if applicable, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. The Equipment shall be delivered to the delivery address stated in the order on the date or within the period stated in the order, in either case during the Buyer's usual business hours. If MCA is unable to make deliveries as specified by Buyer, MCA shall notify Buyer immediately. Insurance is not included in the price unless requested by Buyer at the time of order placement. It shall be the responsibility of the Buyer to file claims with the carrier for loss or damage to goods while in transit.

INSPECTION: MCA shall take any steps necessary to comply with any reasonable request by the Buyer to inspect or test the Products prior to installation. If as a result of inspection or testing the Buyer is not satisfied that such Products will perform as anticipated per the written guidelines of the applicable manufacturer of a particular Product (each, a "Manufacturer"), and if the Buyer so informs MCA within seven (7) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such seven (7)-day period shall constitute Buyer's irrevocable waiver of its rights under this Section.

LIMITED WARRANTY:

- A. **MANUFACTURER'S WARRANTIES.** Manufacturers of the Products provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "Manufacturer Warranties"). Written copies of Manufacturer Warranties are available upon request. Buyer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.
- B. **LIMITED SERVICES WARRANTY.** MCA warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("Limited Services Warranty"). The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "Warranty Period"). The Limited Services Warranty is not assignable or transferrable to any third party (including any Affiliate of Buyer).
- C. **WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- D. **WARRANTY CONDITIONS.** MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow MCA's oral or written instructions as to the storage, installation,



commissioning, use or maintenance of the Products; or (iii) Buyer alters or repairs such Products without the prior written consent of MCA.

- E. EXCLUSIVE REMEDIES.** Subject to Buyer's compliance with the paragraph titled "Warranty Conditions" above, Buyer's sole and exclusive remedy for breach of the Limited Services Warranty shall be, in MCA's sole discretion, (i) to repair or re-perform the applicable Services or (ii) to credit or refund the price of such Services at the pro rata contract rate. **SUCH REMEDY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MCA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICES WARRANTY.**

SHORTAGES AND DEFECTS OF PRODUCTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the Product. Any claim of shortages or defects must be made within three (3) days of delivery to Buyer. Claims must be provided to MCA in writing and must detail for MCA the specific reason(s) for rejection. Buyer shall afford MCA prompt and reasonable opportunity to inspect all Products against which any claim is made. Buyer shall not return any Equipment to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Buyer will return the unit to MCA (or MCA's designee) in the same condition as when it was received. All returns must be in the original container and packaging along with all accessories and instructions included must be shipped freight prepaid. Notwithstanding the foregoing, (a) in the event MCA reasonably determines that the basis for rejection relates to a matter covered by a Manufacturer Warranty, MCA shall have no liability under this Section other than to inform Buyer of such determination.

FORCE MAJEURE: MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, flood, fire, earthquake, explosion, acts of the Buyer, acts of civil or military authority, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes or blockades, national or regional emergency, judicial action, pandemic, epidemic, default of subcontractors or vendors, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary power, labor or materials (each, a "Force Majeure Event"). In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended in writing for a period equal to the time lost.

CANCELLATION: Special order items are not cancelable due to restrictions in third party vendor terms and conditions. Orders of (i) Products regularly stocked by MCA and (ii) Services may be cancelled, subject to the following terms. If Buyer provides written notice of cancellation prior to shipment of Products or commencement of the Services (whichever occurs first), the Order may be cancelled without charge. If Buyer provides written notice of cancellation once shipment of Products has occurred or Services have commenced, but prior to delivery and installation (with respect to Products) or completion (with respect to Services), Equipment may be returned at Buyer's expense and may be subject to restocking charges and Buyer will be charged and agrees to pay for all Services (or portion thereof) rendered to Buyer. Programmed Equipment may be returned at MCA's discretion and will be subject to a reprogramming fee. Orders may not be cancelled once Products are delivered and installed. Orders may not be cancelled, and Buyer will be charged for and agrees to pay for all Equipment actually delivered or Services rendered, upon the earlier of (x) the completion of the Services and (y) the delivery and installation of the Products.

ASSIGNMENT: The Buyer shall not assign in whole or in part these T&Cs or any interest therein or any rights hereunder without the written consent of MCA, which shall not be unreasonably withheld or delayed. Any such assignment without consent shall be void. Notwithstanding the foregoing, MCA may assign these T&Cs or any other agreement between the Parties, without consent in whole or in part, for the purposes of corporate reconstruction, reorganization, or analogous proceeding, or to (a) any Affiliate; or (b) a third party in the event of a merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all of the assets of MCA to such third party.

TERMINATION FOR DEFAULT: In the event that a Party (the "Breaching Party") is in breach of a material provision of the Agreement, the other Party (the "Non-Breaching Party") shall submit a written cure notice to the Breaching Party advising of such breach. Except in the case of amounts due to MCA from Buyer, which shall be paid immediately upon Buyer's receipt of the notice, the Breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If the Breaching Party does not cure the breach within the thirty (30) day cure period, the Non-Breaching Party may terminate the Order.

SEVERABILITY: If any provision or part-provision of these T&Cs is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these T&Cs.

DISPUTES: MCA and Buyer shall attempt in good faith to resolve any dispute, controversy, or claim arising under or relating to an Order or these T&Cs by negotiation between the representatives of each Party who have the authority to settle the dispute. If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. The arbitration shall be conducted in English and in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Spartanburg County South Carolina, United States of America, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. Examination of witnesses by the Parties and by the arbitrator shall be permitted. A written transcript of the hearing shall be made and furnished to the Parties. The cost of this transcript shall be borne equally by the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based and shall be final and binding upon the Parties. The prevailing Party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of attorneys' fees, at the discretion of the arbitrator. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from these T&Cs or any other agreement between the Parties.

GENERAL: Both Parties will comply with all applicable federal, state and local laws. These T&Cs shall be governed by the laws of the State of South Carolina, without regard for conflict of laws provisions thereof. If any term or provision of these T&Cs shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is



conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the rights and obligations of the Parties shall be construed and enforced as if these T&Cs did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of these T&Cs or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.

GOVERNMENT CONTRACTS: In the event that the Buyer's customer is the United States Government, the Services and, if applicable, Products are purchased as Commercial Services or Commercial Products, respectively, under the Federal Acquisition Regulation ("FAR"), and MCA will agree to comply with, if applicable, FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services). Any other Government flow downs shall be negotiated by the Parties and agreed upon between the Parties in writing prior to acceptance of an Order by MCA.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications as a courtesy, Buyer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of the Buyer in FCC or other governmental matters.

LIMITATIONS:

- A. **LIMITATIONS OF MCA LIABILITY.** IN NO EVENT SHALL MCA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THESE T&Cs IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- B. **MAXIMUM LIABILITY.** IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE T&Cs, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCTS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.
- C. **EXCLUSIONS.** Notwithstanding the foregoing, the limitations of MCA's liability set forth herein shall not apply to (i) liability resulting from MCA's willful misconduct and (ii) death or bodily injury resulting exclusively from MCA's acts or omissions.
- D. **INSURANCE:** It is further understood that MCA is not an insurer, and that Buyer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under these T&Cs. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Equipment sold herein.
- E. **NO REPRESENTATIONS.** MCA's representatives are only authorized to fill in the blanks on any agreement, sales order or quote form governed by these T&Cs. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Buyer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.

INDEMNIFICATION: Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, and employees (the "Indemnified Party") from and against any and all liabilities, losses, damages, expenses, liens, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines costs and expenses, including, without limitation, reasonable attorneys' fees, costs of collection, costs of recovering insurance, and costs of enforcing this indemnification provision ("Claims") for death, personal injury, or property damage arising out of any negligent act or omission of the Indemnifying Party in the performance of an Order, except to the extent such Claims are contributed to by (i) the negligence or willful misconduct of the Indemnified Party or (ii) the negligence or willful misconduct of any third parties. Buyer agrees to indemnify, defend, and hold harmless MCA, its officers, directors, and employees for any and all claims, including claims asserted by third parties, related to any Equipment or Services performed in whole or in part by MCA. The Indemnified Party agrees to (i) notify the Indemnifying Party in writing of any Claims as soon as reasonably practicable; (ii) allow the Indemnifying Party to control the defense of any such Claim and related settlement negotiations; and (iii) reasonably cooperate with the Indemnifying Party in any defense actions.

PATENT, COPYRIGHT AND TRADEMARKS:

- A. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer's software incorporated into any Product ("Manufacturer's Software") or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in, and redistributed with, only the equipment which incorporates the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
- B. **REVERSE ENGINEERING:** Buyer acknowledges manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such manufacturer's software and equipment. Since unauthorized use of such Manufacturer's Software and equipment will greatly diminish the value of such trade secrets.
- C. **LOGOS AND TRADEMARKS:** Buyer shall not have a right to use any trademarks, names, slogans, or designations of MCA or any manufacturer of products incorporated into or included in any Products and/Services.

Pender County Budget Ordinance Amendment

Fiscal Year **FY 2023-2024**

Department **510 - SHERIFFS DEPARTMENT**

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	GF Fund Balance	38,581.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-407400	Capital Outlay	38,581.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 38581

Total Expenditures 38581

Budget Amendment Balances when Zero. 0

Prepared By: Jennie Coleman

Email jcoleman@pendersheriff.com







Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Wes Stewart
DATE: May 6, 2024
SUBJECT: Approval of a Budget Amendment to Budget Foster Children Donation
Monies Received: \$5,255

SUMMARY:

Department of Social Services is requesting approval to accept a donation in the amount of \$5,255 from Burgaw Presbyterian Church to the Foster care Children's Fund. We are also requesting the approval of the Budget Amendment to Budget Foster Children Donation line so these funds can be expensed.

Expenditure: 100087-462423 \$5255.00

Revenue: 12-335010 \$5255.00

ACTION REQUESTED:

To consider approving the budget amendment to increase programmatic revenues and related expenditures for DSS Foster care by \$5255.00.

APPLICATION TO MAKE GIFT OR DONATION TO PENDER COUNTY

APPLICANT INFORMATION	
Applicant Name:	Burgaw Presbyterian Church
Applicant Address:	Po Box 565, Burgaw Nc 28425
Applicant Phone Number:	
Applicant Email Address:	
Applicant Website (if applicable):	

GIFT OR DONATION INFORMATION	
Amount and Nature of Gift or Donation (e.g. land, money, personal property, etc.): (NOTE: applications are not required for gifts of less than \$100.00.)	\$ 5,255.00
Purpose of Gift or Donation:	Donation for foster care
Goals to be Achieved by Gift or Donation:	To help foster children who are with Pender County DSS.
Recognition Requested (e.g., letter or resolution of appreciation, naming rights, signage or plaque, etc.)	Letter

OTHER INFORMATION	
Please include any other information that may be helpful to the County's consideration of this application (you may attach additional pages if needed):	

By submitting and signing this Application, the undersigned certifies that that they have read Pender County's Gifts and Donations Policy and that this proposed gift/donation is not prohibited by that policy.

Application Submitted by: Savannah Hubach (printed name)

[Signature] (signature)

Date submitted: 1/8/24

Pender County Budget Ordinance Amendment

Fiscal Year **FY 2023-2024**

Department **100 - PUBLIC ASSISTANCE**

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	12-335010	Donations	5,255
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	100087-462423	Foster care Donation	5255
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 5255

Total Expenditures 5255

Budget Amendment Balances when Zero. 0

Prepared By: Savannah Hubach

Email shubach@pendercountync.gov



Pender County
April 2, 2024, BOCC Meeting Minutes

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: May 6, 2024
SUBJECT: April 2, 2024, BOCC Meeting Minutes

SUMMARY:

Attached are the minutes from the April 2, 2024, BOCC meeting.

ACTION REQUESTED:

Approval of Minutes

ATTACHMENTS:

April 2, 2024, Minutes



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

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

MEMBERS ABSENT:

OTHERS PRESENT: David Andrews, County Manager
Trey Thurman, County Attorney
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 McCoy gave the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Commissioner Groves led the Pledge of Allegiance.

4 ADOPTION OF AGENDA

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

Motion to Adopt the Agenda without items 17.1 and 17.2.

	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 CLOSED SESSION (IF APPLICABLE). OPEN SESSION TO RESUME AT 5:00PM

- 5.1 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 five (5) Aquisition of Real Property.

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion to go into closed session pursuant to item three (3) Attorney Client Privilege, item four (4) Economic Development, and item five (5) Aquisition of Real Property.

	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.

- 5.2 The Board returned from closed session at 5:05PM.

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.

6 PUBLIC INFORMATION

6.1 Update on 2026 Reappraisal Policy & Fieldwork procedures

Melissa Radke, Tax Administrator, presented the item. At the March 11, 2024, BOCC meeting the Board requested the guidelines for appraisers to be presented. Radke asked Ryan Vincent, Owner of Vincent Evaluations, to address this. Vincent gave a brief overview of re-appraisals and ways to identify the appraisers working for the county. This includes magnets on cars, vests, ID badges, and red door hangers. It is expected for appraisers to park in non-obstructing areas and notify the owners when they are there. Appraisers will request bed and bathroom counts for accuracy. Vincent Valuations performs mass appraisals and not fee appraisals so they will not need to come in the house. If there is a "no trespassing" sign, appraisers are expected to knock on door, and leave a red door hanger if no one is home. Appraisers will take measurements and photos of properties. Vincent answered questions from the Board.

7 PUBLIC COMMENT FOR AGENDA ITEMS

7.1 Patricia Kolack: Spoke about laws regarding appraisers on property.

8 CONSENT AGENDA

8.1 Approval to add \$14,000 to PO #5 in FY24 for Sodium Hydroxide provided by Brenntag.

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion to Approve the Consent Agenda

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

CARRIED.

8.2 Approval of Budget Amendment to transfer revenue funds to

- expenditure in Federal Seizure account.
- 8.3 Approval of Sole Source vendor for Graykey for Investigations for extraction technologies.
- 8.4 Approval of Budget Ordinance Amendment transferring Juvenile Crime Prevention Council funds between Programs
- 8.5 Request Approval of FY 2024-2025 Pender County Juvenile Crime Prevention Council's Annual Plan, Funding Recommendation and Board Members
- 8.6 Motor Vehicle Releases and Refunds
- 8.7 Refund/Release Requests for items meeting NC G.S 105-381
- 8.8 Approval of a Purchase Order to SHI for Microsoft Enterprise Licensing Annual Renewal in the amount of \$198,743.08.
- 8.9 Approval of a Purchase Order to Internetwork Engineering for Annual Firewall Support & Maintenance Renewal in the amount of \$41,499.93.
- 8.10 Approval of a Purchase Order to SHI for EndPoint Cybersecurity System in the amount of \$96,442.98.
- 8.11 Amendment to BOCC Regular Meeting Schedule
- 8.12 Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024: \$50,000

9 APPROVALS AND RESOLUTIONS

- 9.1 Resolution Proclaiming April 2024 Sexual Assault Awareness Month in Pender County

Lauren Gish from Coastal Horizons Rape Crisis Center read off the resolution proclaiming April 2024 Sexual Assault Awareness Month in Pender County. Gish provided statistics about assault among the population. She thanked the Board for their support.

Moved by Jerry Groves, seconded by Wendy Fletcher-Hardee

Motion to Approve the Resolution Proclaiming April 2024 as Sexual Assault Awareness Month in Pender County

	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 Request for Purchase Order Increase to Pasofino Trainers Worldwide, Inc. for Tire Recycling & Disposal Services for FY24 by \$60,000

Anthony Colon, Utilities Director, presented the item. Pender County signed with Central Carolina Holding for tire recycling and disposal. Central Carolina Holding is increasing their prices. Pacifina offers the same services for less. Pender County legal team stated there is room in the Central Carolina contract so we can use both companies. Colon is asking the Board to extend the PO. Commissioner Newton asked for clarification on using two companies. Colon responded that Pender County already uses Pacifina as a backup, Utilities just needs to extend the purchase order.

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

Motion to Approve the Request for Purchase Order Increase to Pasofino Trainers Worldwide, Inc. for Tire Recycling & Disposal Services for FY24 by \$60,000

	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 Approval for Batson Road waterline extension Recommendation of Award to Herring-Rivenbark

Anthony Colon, Utilities Director, presented the item. Utilites put the Batson Road Waterline Extension out for bid. Herring-Rivenbark was the cheapest response. The expected budget for this project is \$215,542.00. Colon answered questions from the Board.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to Approve Batson Road waterline extension Recommendation of Award to Herring-Rivenbark

	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 Approval for US421 Pump Station, Force Main, and Water Main Recommendation of Award to State Utility Contractors, Inc.

Anthony Colon, Utilities Director, presented the item. Utilites put the US421 Pump Station, Force Main, and Water Main out for bid. State Utility Contractors, Inc. was the cheapest bidder. Colon answered questions from the Board.

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

Motion to Approve US421 Pump Station, Force Main, and Water Main Recommendation of Award to State Utility Contractors, Inc.

	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 Amendment to Eastern Pender Service Area Water System Improvements Project to prepare new NCDEQ funding applications for the Columbia/Union Township Water System Improvements

Anthony Colon, Utilities Director, presented the item. Colon stated he is asking the Board to approve this item so CDM Smith can apply for grants for the project. Colon answered questions from the Board.

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

Motion to Approve Amendment to Eastern Pender Service Area Water System Improvements Project to prepare new NCDEQ funding applications for the Columbia/Union Township Water System Improvements

	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.

9.6 Approval of Purchase Order to Timmons Group to Award the Contract for Wastewater Management Plan Project

Anthony Colon, Utilities Director, presented the item. Colon explained there is money already in the budget for this project. This was the only bid response received.

Moved by Jacqueline A. Newton, seconded by Jerry Groves

Motion to Approve Purchase Order to Timmons Group to Award the Contract for Wastewater Management Plan Project

	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 Discussion on Amending the Order of Business for Public Comment

The Board discussed moving public comment back to the beginning of the meetings, so citizens did not have to wait for the entire meeting to speak. Commissioner Groves and Chairman George stated their support for this. Commissioner Newton voiced concerns with moving it back. Commissioner McCoy voiced concerns with meetings not moving along. Commissioner Groves reiterated his desires to let citizens speak first. The Board decided to take a vote at the next meeting.

11 APPOINTMENTS

11.1 Reappointments for the Board of Equalization and Review

Lexi Stanfield, Clerk to the Board, presented the five applicants. Stanfield reviewed their history with the Board and gave a recommendation for chairman of the Board of Equalization and Review. The Board discussed the applicants among themselves. The terms for each applicant begin on January 1, 2024, and expire on December 31, 2024.

Moved by Jerry Groves, seconded by Fred McCoy

Motion to Approve Applicants to the Board of E&R, and Appoint Larry Bolick as Chairman.

	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

17.1 2023 Annual Communicable Disease Report

Item was moved to the April 15th meeting.

17.2 2023 Child Fatality Report

Item was moved to the April 15th meeting.

18 SOCIAL SERVICES BOARD

18.1 Approval of a Budget Amendment to Increase DSS Revenues and Expenditures for Fiscal Year 2023-2024: \$255,000

Wes Stewart, DSS Director, presented the item to the Board. Stewart explained there are more kids to care for as well as Kinship Fares, which requires more money in the foster care line in the budget. The kinship Fares are all reimbursable with a 50% minimum guaranteed.

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

Motion to Approve Budget Amendment to Increase DSS Revenues and Expenditures for Fiscal Year 2023-2024: \$255,000.

	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.

19 PUBLIC COMMENT

19.1 Char Robinson: Spoke to the Board about community development.

19.2 Debbie Crews: Spoke to the Board about permitting issues.

19.3 Debbie Walker: Spoke to the Board about county water in western Pender.

19.4 Patricia Kolack: Spoke to the Board about Opioid Settlement Funds and drug addiction in Pender County.

19.5 Ken Smith: Spoke to the Board about concerns with county parks.

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

- 20.1 Trey Thurman, County Attorney, requested the Board return to closed session for item six (6) personnel.
- 20.2 David Andrews, County Manager, reminded the Board of the Budget workshop on April 29th.
- 20.3 Commissioner Newton spoke about the reappraisals being done by Vincent Valuations and her experience with an appraiser recently.
- 20.4 Commissioner Groves spoke about the need for paint recycling bins at the Rocky Point Transfer Station.
- 20.5 Commissioner McCoy voiced his decision to agree to disagree with Commissioner Newton's past comments about historical statues.
- 20.6 Commissioner Hardee stated Pender Commence Park is almost full.
- 20.7 Chairman George spoke about the latest WMPO meeting and congestion caused by construction. He also addressed Ms. Kolack's comment about the Opioid Settlement Funds.

21 ADJOURNMENT

- 21.1 The Board returned to closed session at 6:15PM for item six (6) personnel.

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

Motion to go into closed session pursuant to 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.

- 21.2 The Board returned from closed session at 6:32PM.

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.

21.3 The Board adjourned the meeting at 6:33PM.

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

Motion to Adjourn the meeting.

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

CARRIED.



**Pender County
April 15, 2024, BOCC Meeting Minutes**

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: May 6, 2024
SUBJECT: April 15, 2024, BOCC Meeting Minutes

SUMMARY:

Attached are the minutes for the April 15, 2024, BOCC meeting.

ACTION REQUESTED:

Approval of the minutes



MINUTES
Board of County Commissioners Meeting
Monday, April 15, 2024 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: Brad George
 Wendy Fletcher-Hardee
 Jerry Groves

MEMBERS ABSENT: Fred McCoy
 Jacqueline A. Newton

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

1 CALL TO ORDER

1.1 Chairman George called the meeting to order at 4PM.

2 INVOCATION

2.1 Commissioner Fletcher-Hardee gave the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Commissioner Groves led the Pledge of Allegiance.

4 ADOPTION OF AGENDA

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to Excuse Commissioners McCoy and Newton.

	For	Against	Abstained	Absent
Fred McCoy				X
Jacqueline A. Newton				X
Jerry Groves	X			
Wendy Fletcher-	X			

Hardee				
Brad George	x			
	3	0	0	2

CARRIED.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to Table Item 9.5

	For	Against	Abstained	Absent
Fred McCoy				x
Jacqueline A. Newton				x
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	3	0	0	2

CARRIED.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to Add Item 9.8 Cape Fear Memorial Bridge - Multimodal Project Discretionary Grant Request for Resolution

	For	Against	Abstained	Absent
Fred McCoy				x
Jacqueline A. Newton				x
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	3	0	0	2

CARRIED.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to Adopt the Agenda with the Changes Made.

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

Wendy Fletcher-Hardee	x			
Brad George	x			
	3	0	0	2

CARRIED.

5 PUBLIC HEARING

6 PUBLIC INFORMATION

6.1 Proclamation naming April 2024 as Child Abuse Prevention Month in Pender County

Amy Feath from Carousel Child Advocacy Center presented the item. Feath read off the proclamation which provided statistics around child abuse and preventative measures.

Moved by Jerry Groves, seconded by Wendy Fletcher-Hardee

Motion to Adopt the Proclamation.

	For	Against	Abstained	Absent
Fred McCoy				x
Jacqueline A. Newton				x
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	3	0	0	2

CARRIED.

6.2 2024 Child Abuse Prevention Month

Wes Stewart, DSS Director, introduced Latasha Canady to the Board. Canady is a social services supervisor. Canady informed the Board of upcoming events with the social services department including the April 20th Child Abuse Prevention Month Event. The event will have a variety of activities including games, face painting, and food.

6.3 Vietnam War Commemoration

Michelle Leach, Veteran's Services Director, presented the item. March 28th marked the fiftieth anniversary of the Vietnam War. Pender County was recognized as a Commemorative Partner. Leach thanked and

recognized Veteran's Services staff.

7 PUBLIC COMMENT FOR AGENDA ITEMS

8 CONSENT AGENDA

8.1 Capital Project Budget Ordinance Amendment - Hampstead Kiwanis Park Phase 4

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

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			
	3	0	0	2

CARRIED.

8.2 Capital Project Budget Ordinance Amendment - Central Pender Park

8.3 Approval of a Purchase Orders for Opioid Settlement Funds in the amount of \$536,780

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

8.5 Memorandum of Understanding with Marine Forces Special Operations Command related to off-base training activities in Pender County

8.6 Gift Donation from Smithfield

8.7 Concurrent BOCC March Meetings Minutes

8.8 March 11, 2024, BOCC Special Meeting Minutes

9 APPROVALS AND RESOLUTIONS

9.1 Consideration of Adoption of NC 210 East Coast Greenway Feasibility Study

Adam Moran, Pender County Long Range Planner, presented the item. The East Coast Greenway Feasibility Study was conducted in 2023 over the course of a year. The goal of the study was to provide safe trail access to the public. Moran covered the process timeline of the study,

regional parties involved, public input meetings, surveys and their results. Moran discussed the next steps in the study.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to Approve the Adoption of NC 210 East Coast Greenway Feasibility Study

	For	Against	Abstained	Absent
Fred McCoy				x
Jacqueline A. Newton				x
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	3	0	0	2

CARRIED.

9.2 Approval of PO for Commissioning Agent for LEC in the amount of \$226,805

Jared Cass, Project Manager, presented the item. Cass explained a Commissioning Agent is a requirement for the project per NC General Statute 143-135.35 through 143-135.40. Staff published an RFQ and received multiple responses. After reviewing the qualifications and meeting with the firms, staff is recommending proceeding with RMF Engineering. Staff negotiated with RMF Engineering and received a proposal in the amount of \$226,805. The cost of Commissioning Agent was included in the last cost estimate for the LEC.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to Approve the PO for the Commissioning Agent for the LEC in the Amount of \$226,805.00.

	For	Against	Abstained	Absent
Fred McCoy				x
Jacqueline A. Newton				x
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	3	0	0	2

CARRIED.

- 9.3 Approval of a PO for Materials Testing for LEC in the amount of \$197,580

Jared Cass, Project Manager, presented the item. Cass explained per NC General Statute 143-135.35 through 143-135.40, a Materials Testing agent will be required for the construction of the Law Enforcement Center. Staff published an RFQ and received four responses. After reviewing the qualifications and meeting with firms, staff is recommending proceeding with ECS Southeast, LLC. Staff has negotiated with ECS and received a proposal in the amount of \$197,580. The cost of materials testing was included in the last cost estimate for the LEC. There were no questions from the Board.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to Approve the PO for Materials Testing for LEC in the Amount of \$197, 580.00.

	For	Against	Abstained	Absent
Fred McCoy				x
Jacqueline A. Newton				x
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	3	0	0	2

CARRIED.

- 9.4 Approval of PO for Materials Testing for DHHS in the amount of \$77,382.50

Jared Cass, Project Manager, presented the item. Cass explained per NC General Statute 143-135.35 through 143-135.40, a Materials Testing agent will be required for the construction of the Health and Human Services Building. Staff published an RFQ and received four responses. After reviewing the qualifications and meeting with firms, staff is recommending proceeding with ECS Southeast, LLC. Staff has negotiated with ECS and received a proposal in the amount of \$77,382.50. The Health and Human services building does not require a Commissioning Agent. There were no questions from the Board.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to Approve the PO for Material Testing for DHHS in the Amount of \$77,382.50.

	For	Against	Abstained	Absent
Fred McCoy				x
Jacqueline A. Newton				x
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	3	0	0	2

CARRIED.

- 9.5 Approval of BOA & PO for countywide radio project in the amount of \$1,456,427.15

Item was tabled.

- 9.6 Adoption of Legislative Goals and Authorization to Execute Lobbying Services Contract

Patrick Buffkin, Staff Attorney, presented the item. Buffkin stated the intergovernmental affairs program was to improve the County's relationship with the Federal and State governments. This item was discussed previously at one of the Budget Retreat meetings in March. Buffkin discussed key county issues and key statewide partnership issues. Buffkin explained three law firms were interviewed and Maynard Nexsen was chosen to represent Pender County. Buffkin asked the Board to approve the adoption of the legislative goals, the contract with Maynard Nexsen, and the Budget Ordinance Amendment.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to Approve the Adoption of the Legislative Goals, Contract with Maynard Nexsen, and 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			
	3	0	0	2

CARRIED.

9.7 Approval to Move Public Comment to Item 7 of the Order of Business

Lexi Stanfield, Clerk to the Board, presented the item. Stanfield explained a motion to approve the item would move Public Comment back to item 7 of the Order of Business and combine the public comment on agenda items and general comments. A motion to deny the request would leave the agenda as is. The Board discussed among themselves.

Moved by Jerry Groves, seconded by Wendy Fletcher-Hardee

Motion to Approve Moving Public Comment to Item 7 of the Order of Business.

	For	Against	Abstained	Absent
Fred McCoy				x
Jacqueline A. Newton				x
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	3	0	0	2

CARRIED.

10 DISCUSSION

11 APPOINTMENTS

11.1 Appointment to the Tourism Development Authority

Lexi Stanfield, Clerk to the Board, presented the item. Miles Bielec applied for the Tourism Development Board as the At-Large position. He has previous experience on other board that would bring a unique perspective. The Tourism Director and Clerk recommend the approval of his application. He would fill an unexpired term that began on February 1, 2022, and expires on January 31, 2025.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to Approve Miles Bielec to the Tourism Development Authority.

	For	Against	Abstained	Absent

Fred McCoy				x
Jacqueline A. Newton				x
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	3	0	0	2

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**

17.1 Presentation of the 2023 State of the County Health Report

Carolyn Moser, Health and Human Services Director, presented the item. Moser stated this is an annual presentation she must give to the Board. Every four years, the County is required to produce a health report. It takes 9-10 months to conduct. Moser went over the Pender County Health snapshot which included median age, life expectancy, income, etc. She discussed causes of death in Pender County, addiction, and access to care, as well as emerging issues. Moser asked the Board to make a motion to accept the findings.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to Approve the County Health Report.

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

	3	0	0	2
--	---	---	---	---

CARRIED.

17.2 2023 Child Fatality Report

Carolyn Moser, Health and Human Services Director, presented the item. Moser explained she is required to report the annual Child Fatality Report from the previous year. There were eight cases reviewed. Four of the cases were due to naturally occurring issues, four cases were not. All eight cases were closed. Moser asked the Board to make a motion to accept the report.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to Approve the 2023 Child Fatality Report.

	For	Against	Abstained	Absent
Fred McCoy				x
Jacqueline A. Newton				x
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	3	0	0	2

CARRIED.

17.3 2023 Annual Communicable Disease Report

Carolyn Moser, Health and Human Services Director, presented the item. Moser stated this is an annual presentation she must give to the Board. This report included communicable diseases and STDs. Moser listed the main communicable diseases: Hepatitis B (eight cases), Lyme Disease (one case). Chlamydia and Gonorrhea were the most prevalent STDs in Pender County, followed by syphilis (two case) and HIV (two new cases). Moser asked the Board to make a motion to accept the report.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to Approve the Communicable Disease Report.

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

Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	3	0	0	2

CARRIED.

18 SOCIAL SERVICES BOARD

19 PUBLIC COMMENT

19.1 Terrell Pridgen: Requested better communication with the public about water along US HWY 421.

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, announced Jeremy Drummond, Facility and Fleet Director, would be resigning on July 1. Andrews reminded the Board of the upcoming budget workshop on April 29th at 4PM.

20.3 Chairman Brad George announced Dee Turner, Parks and Recreation Supervisor, would be retiring in two weeks. Chairman George wished her well.

21 CLOSED SESSION (IF APPLICABLE).

21.1 The Board of Commissioners went into closed session for item three (3) Attorney Client Privilege, Item four (4) Economic Development, and item six (6) Personnel at 4:55PM.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to go into closed session for 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			
	3	0	0	2

CARRIED.

21.2 The Board returned to open session at 7:00PM.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

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			
	3	0	0	2

CARRIED.

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

22.1 REZONE 2023-59: Request to rezone approximately 2.37 acres of an approximately 5.65 acre parcel from the RA, Rural Agricultural zoning district to the CZ-5, Conditional Zoning District 5 in the Long Creek Township

Item was continued until the May 20, 2024, BOCC Meeting.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to Continue the Item until the May 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			

	3	0	0	2
--	---	---	---	---

CARRIED.

- 22.2 REZONE 2024-63: Request to reclassify 2.37 acres of a 5.65 acre parcel from the Medium Density Residential future land use category to the Neighborhood Mixed Use future land use category in the Long Creek Township

Item was continued until the May 20, 2024, BOCC Meeting.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to Continue the Item Until the May 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			
	3	0	0	2

CARRIED.

23 ADJOURNMENT

- 23.1 The Board adjourned the meeting at 7:02PM.

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			
	3	0	0	2

CARRIED.



**Pender County
April 19, 2024, BOCC Special Meeting
Minutes**

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: May 6, 2024
SUBJECT: April 19, 2024, BOCC Special Meeting Minutes

SUMMARY:

Attached are the minutes for the April 19, 2024, BOCC Special Meeting minutes.



MINUTES
Board of County Commissioners Meeting
Friday, April 19, 2024 2:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: Brad George
 Jacqueline A. Newton
 Jerry Groves
 Wendy Fletcher-Hardee (Remotely)

MEMBERS ABSENT: Fred McCoy

OTHERS PRESENT: David Andrews, County Manager
 Trey Thurman, County Attorney
 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 MOTION TO ENTER INTO CLOSED SESSION PURSUANT TO NCGS § 143 318.11(A) (3) ATTORNEY CLIENT PRIVILEGE, (5) POTENTIAL CONTRACT OF EMPLOYMENT, (6) PERSONNEL

2.1 The Board went into closed session at 2:00PM.

Moved by Jacqueline A. Newton, seconded by Jerry Groves

Motion to go into closed session for item three (3) attorney client privilege, item five (5) potential contract of employment, 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			

	4	0	0	1
--	---	---	---	---

CARRIED.

3 MOTION TO RETURN TO OPEN SESSION

3.1 The Board returned to open session at 2:08PM.

Moved by Jacqueline A. Newton, seconded by Jerry Groves

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			
	4	0	0	1

CARRIED.

3.2 The Board appointed Michael Silverman as Pender County Manager effective June 3, 2024.

Moved by Jacqueline A. Newton, seconded by Jerry Groves

Motion to appoint Michael Silverman as Pender County Manager effective June 3, 2024.

	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.

4 ADJOURNMENT

4.1 The meeting was adjourned at 2:09PM.

Moved by Jacqueline A. Newton, 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			
	4	0	0	1

CARRIED.



Pender County
April 23, 2024, Joint Meeting Minutes

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: May 6, 2024
SUBJECT: April 23, 2024, Joint Meeting Minutes

SUMMARY:

Attached are the minutes from the Joint BOCC and Planning Board meeting.



MINUTES
Board of County Commissioners Meeting
Tuesday, April 23, 2024 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: Brad George
Wendy Fletcher-Hardee
Jerry Groves
Fred McCoy

MEMBERS ABSENT: Jacqueline A. Newton

OTHERS PRESENT: Allen Vann, Assistant County Manager
Lexi Stanfield, Clerk to the Board
Pender County Planning Board
Other Staff and Members of the Press and Public.

1 CALL TO ORDER

1.1 Chairman George called the meeting to order at 4:02PM.

2 Comprehensive Land Use Plan

2.1 Consultant Introduction

Daniel Adams, Planning Director, addressed both boards. Stated the last joint meeting was six months ago. Introduced Clarion Associates as the firm working on the new Comprehensive Plan. Adams introduced Leigh Anne King, Emily Gvino, and Kathleen Rose from Clarion Associates. King took over and presented a presentation from her firm to explain the process of creating the new comprehensive land use plan. There was a kickoff meeting on April 22nd, 2024. On April 23rd, Clarion Associates held stakeholder meetings and is at this meeting. A comprehensive Land Use Plan is a 25-year vision and is not law but more of a guiding document. King discussed the differences in a Unified Development Ordinance and a Comprehensive Land Use Plan. Currently, Pender County is in phase one of the project process. There are five phases and is expected to be complete in 14 to 20 months. Boards and Communities involved in the process are the Planning Board, Board of Commissioners, Community Stakeholders, Steering Committee, Pender County Staff, and the Clarion Associates. King

discussed the next steps in the process. There were no questions from either boards.

3 Presentation from the North Carolina Department of Transportation (NCDOT) and Wilmington Urban Area Metropolitan Planning Organization (WMPO).

- 3.1 Staff from the NCDOT and WMPO will be presenting an overview of the Traffic Impact Analysis (TIA) review and Driveway Access Permit processes. Both processes follow NCDOT guidelines and policies; however, the WMPO does assist in coordinating the submittal and review of site development proposals within its planning service area. NCDOT and WMPO staff will speak to the technical aspects of both TIAs and Driveway Access Permit approvals, including when they are required, and under what authority.

Scott James from the WMPO presented to the Boards an overview of the WMPOs role in Land Use Review and Traffic Impact Analyses. James briefly covered the Service Area Map for the WMPO. The WMPOs primary audiences are Traffic Consultants, Planning Boards, Boards of Commissioners, etc. James discussed the elements of reviews and the different powers of different boards such as Planning Boards and Boards of Commissioners. James answered questions from board members.

Kirsten Spirakis from the NCDOT presented to the Board after. Spirakis discussed driveway permitting and traffic impact analysis reviews. She went over the development roadway improvement factors and the conclusion/recommendations as a part of traffic impact analysis reports. Common roadway improvements include traffic signals, lane extensions, roundabouts, and reduced conflict intersections. Traffic Impact Analyses are not necessary for Turn Lane Warrant Analyses. NCDOT must provide reasonable access to NCDOT maintained areas. Spirakis discussed private versus public roads. She answered questions regarding different intersections. Members from both boards asked questions.

4 ADJOURNMENT

- 4.1 Chairman George adjourned the meeting at 5:24PM.



Pender County Motor Vehicle Releases and Refunds

TO: Board of County Commissioners
FROM: Melissa Radke
DATE: May 6, 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
------	------	---------	--------	--------

NONE

REFUNDS OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
------	------	---------	--------	--------

2023	BOE, CARL ALBERT	406586120	378.18	DESTROYED
2023	BOYLES, GABRIEL RAY	303796029	313.20	MILTRY EXEMPT
2023	BRADSHAW, JAMES FREDERICK	IV305222037	1030.25	OUT OF STATE
2023	COASTAL CONTAINER EXPRESS	404348648	157.25	SITUS
2022	CRUCITTI, MAXWELL	303561240	336.66	SOLD
2023	ENGLISH, LISA PAIGE	303810312	113.28	SOLD
2023	GALINDO, ROSE PATRICIA	303373452	247.22	SOLD
2023	HERRING, ANNA FRANCES	406585468	253.26	SITUS
2023	K&H LANDSCAPING	303373464	350.41	SOLD
2023	LINWOOD MEADOWS INC	303916617	159.02	SOLD
2022	LONG, JOHN DAVIS	303916173	134.89	SOLD
2023	PHAN, RAY	304483263	110.48	OUT OF STATE
2022	RIVENBARK, DANNIE CARROL	304583658	163.99	SOLD
2023	ROGERS, CHARLES RAYMOND III	404329728	131.74	SITUS
2023	ROSE, KAREN WALKER	405061060	262.04	SITUS
2023	UNDERWOOD, JASON NEIL	303561144	119.20	SOLD
2023	WARREN, LINDSEY BLAKE	303916110	423.96	SOLD

TOTAL REFUNDS OVER \$100 \$4,685.03

RELEASES UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
------	------	---------	--------	--------

NONE

REFUNDS UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
------	------	---------	--------	--------

2021	ATKINSON, CRYSTAL DAWN	405351092	5.05	SITUS
2023	BIENIAS, DUSTIN JOHN	405819436	26.69	SITUS
2022	BRADSHAW, JEFFREY BROWN	305222055	24.43	DESTROYED
2023	CROUCH, LINDA SUZANNE	304583223	51.21	SOLD
2022	DEMETRIOU, GREGORY JOSEPH	304013070	29.83	SOLD
2022	DUNN, TAMERA ELIZABETH	303796149	49.65	OUT OF STATE
2022	EATES, KACHINA NICHOLE	304348896	38.93	SOLD
2023	ESTELLE, CHARLESETTA	303795921	17.06	SOLD
2022	GAGNON, NICHOLAS JOSEPH	304012728	45.65	OUT OF STATE
2023	GODWIN, PAMALA PARRISH	404329732	4.17	SITUS
2023	HARPER, OCALLA HENDERSON	304365279	88.89	SOLD
2023	HARVELL, STANLEY GENE	406961608	23.54	SITUS
2023	HAWKINS, STEVEN DALE	302600490	27.63	SOLD
2023	HOPE, KYLE MICHAEL	304957095	40.14	MILTRY EXEMPT
2022	JAEGGI, THOMAS LUDWIG	304349343	83.24	SOLD
2022	JIMENEZ, JESSICA MOTA	406787136	19.69	SITUS
2022	JORDAN, HERBERT RAY	305090454	3.81	SOLD
2023	KAISER, SARA BAYLOR	303795909	69.69	OUT OF STATE
2022	LEWIS, GIOVANNI LASHAWN	304113882	91.93	DOUBLELIST
2022	MEARS, BRUCE PHILLIP	304349859	24.46	SOLD

2022	MIRACLE TEMPLE DELIVERANCE	304483572	79.75	SOLD
2023	MITCHELL, JAMES FITZGERALD	405061792	54.37	SITUS
2023	POWELL, MICHAEL DEAN	304365855	23.13	SOLD
2023	STELLFOX, RONALD ROSS	405819448	35.63	SOLD
2022	TOMASSETTI, ANDREA NICHOLE	303261468	6.95	SOLD
2023	WATSON, SUSAN PEEDIN	303373482	77.09	SOLD

TOTAL REFUNDS UNDER \$100			\$1,042.61	
---------------------------	--	--	------------	--

TOTAL OF ALL RELEASES			NONE	
-----------------------	--	--	------	--

TOTAL OF ALL REFUNDS			\$5,727.64	
----------------------	--	--	------------	--



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

TO: Board of County Commissioners
FROM: Melissa Radke
DATE: May 6, 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
Boat	40,420	\$411.28	2023	Sold in 2021; Was removed in 2022 but system put it back as active for 2023	Approve



Pender County Approval of BOA for Transfer of Grant Revenue Budget Between Line Items

TO: Board of County Commissioners
FROM: Meg Blue
DATE: May 6, 2024
SUBJECT: Approval of BOA for Transfer of Grant Revenue Budget Between Line
Items

SUMMARY:

This transfer is to move the budgeted PSAP E-911 grant revenues from one line to the other, still designated for grant revenues. This is simply a transfer between budgeted revenue line items and has no impact on amount or grant funding received. This will allow for easier future comparison from year to year and requires BOCC approval only because it involves revenues.

ACTION REQUESTED:

Approval of BOA for Transfer of Grant Revenue Budget Between Line Items

Pender County Budget Ordinance Amendment

Page 2 of 2

Fiscal Year FY 2023-2024

Department 252 - NEW EMG TEL SYSTEM FUND

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	25-335022	Telephone 911 Fund	-126437
2	252-335026	New 911 Funds	126437
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

Total Revenues 0

Total Expenditures 0

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email amiller@pendercountync.gov



Pender County Approval of Contract for Arbitrage Tracking of Future Debt Issuances

TO: Board of County Commissioners
FROM: Meg Blue
DATE: May 6, 2024
SUBJECT: Approval of Contract for Arbitrage Tracking of Future Debt Issuances

SUMMARY:

Attached is a contract with Bingham Arbitrage Rebate Services for tracking of our upcoming debt issuances related to the major projects that are underway. They will calculate any IRS liability according to certain milestone dates and interest rates along the way to ensure that we have no liabilities or we are current with our liabilities to the IRS throughout the process. This will be budgeted as part of the debt issuance costs for each of the liabilities as they are issued.

ACTION REQUESTED:

Approval of Contract for Arbitrage Tracking of Future Debt Issuances

January 22, 2024

VIA EMAIL TRANSMISSION

Ms. Margaret Blue, Finance Director
Pender County
PO Box 1578
Burgaw, North Carolina 28425

RE: Arbitrage Rebate Compliance Proposal – Comprehensive Coverage of Bond Issues

Dear Meg,

Bingham Arbitrage Rebate Services, Inc. (“Bingham”) is pleased to submit this proposal for continual arbitrage rebate compliance reporting on all outstanding Pender County Issues. This proposal confirms the nature and scope of the services Bingham will provide, the terms and conditions under which Bingham will provide such services and the associated fees. This proposal covers through June 30, 2029; for current issues Series 2015 Limited Obligation Bonds through Series 2020A Limited Obligation Bonds (as noted below #1 through #6) and future Issues. If Issues #1 through #6 below have spent all of the gross proceeds during the 1st installment period, no further reporting should be required.

1. Series 2015 \$24.8MM Limited Obligation Bonds; 2nd installment period covering May 27, 2020 through June 30, 2029.
2. Series 2016 \$35.635MM General Obligation School and Refunding Bonds; 2nd installment period covering June 28, 2021 through June 30, 2029.
3. Series 2016A \$50.5MM General Obligation School Bonds; 2nd installment period covering November 15, 2021 through June 30, 2029.
4. Series 2016 \$6.047MM General Obligation Water Refunding Bond; 2nd installment period covering October 31, 2021 through June 30, 2029.
5. Series 2016 \$5.281MM General Obligation Water Refunding Bond; 2nd installment period covering October 31, 2021 through June 30, 2029.
6. Series 2020A \$15.510MM Limited Obligation Bonds; 2nd installment period covering October 29, 2025 through June 30, 2029
7. future issues closing after December 31, 2023 through June 30, 2029.

NATURE AND SCOPE OF SERVICES

The U. S. Congress has long considered the use of tax-exempt bond proceeds to invest in higher yielding taxable obligations to be abusive. In enacting Section 148 of the Internal Revenue Code of 1986 (the “Tax Code”), Congress adopted an approach to controlling the abuse. Section 148(a) generally prohibits the investment of tax-exempt bond proceeds in taxable obligations with a yield materially higher than the bond yield. Section 148(f) requires the “rebate” to the United States Treasury of any allowable arbitrage profits. There are, of course, certain specific exceptions to both the yield restriction and the rebate requirements.

Within 45 – 60 days following the next ensuing computation date for the Bonds or on such other day as we may mutually agree, Bingham will prepare and provide the following:

1. A written report (the “Report”) setting forth a calculation of any arbitrage rebate and yield reduction payments and any related interest or penalties due to the United States Treasury with respect to the Bonds in compliance with Section 148 of the Internal Revenue Code of 1986 (the “Tax Code”); and
2. Form 8038-T for filing with the Internal Revenue Service (“IRS”), if the Report indicates that amounts are owed to the United States Treasury.

The Reports and the Form 8038-T’s (if required) will cover through June 30, 2029.

In the preparation of the Reports and, if required, the Form 8038-T’s, Bingham will among other things determine the amount of the gross proceeds of the Bonds (including the investment proceeds) and the dates and amounts of the expenditures of such gross proceeds and assess whether such gross proceeds may qualify for the spending and other exceptions to the rebate and yield restriction requirements of Section 148 of the Tax Code.

Please note that you will have the ultimate responsibility for obtaining the signature of an authorized representative of the Issuer on the Form 8038-T and ensuring it is filed with the Internal Revenue Service by the date specified in the Report, along with the required payment

Bingham will conduct a comprehensive review of the above-referenced Issues. The analysis will consist of the items listed below for the Issues:

- Review of Tax Certificate, Federal Form 8038-G, and other pertinent closing documents.
- Determination of funds subject to spending exception, arbitrage rebate calculation and/or yield reduction calculation.
- Calculation of bond yield, if applicable.
- Calculation of arbitrage rebate liability due, in compliance with Section 148(f) of the Internal Revenue Code of 1986, and preparation of Federal Tax Form 8038-T if payment is due.
- Provision of written report to your office describing the calculation method used, assumptions, and conclusions.

BINGHAM’S PROCESS

For all future issues, we will first test each issue for an exception to the requirements of Section 148 of the Internal Revenue Code. To meet one of the IRS’ exceptions, the following rules must apply:

Small Issuer Exception	Issues less than \$5,000,000 in tax-exempt debt in one calendar year. Legislative changes increased the exception as follows: <ul style="list-style-type: none"> • Up to \$15,000,000, with at least \$10 million of the \$15 million used to finance public schools for bonds issued after December 31, 2001.
Six Month Exception	Proceeds spent within Six Months of Closing 100% Under certain conditions, the Six-Month Exception can be extended to one year for governmental or 501(c)(3) bonds.

Eighteen Month Exception

Proceeds spent:
within Six Months of Closing 15%
within Twelve Months of Closing 60%
within Eighteen Months of Closing 100%

- Issues delivered after June 30, 1993
- A 5% retainage is allowed at eighteen months as long as the proceeds are fully expended by thirty months.

Two Year Construction Exception

Proceeds spent:
within Six Months of Closing 10%
within Twelve Months of Closing 45%
within Eighteen Months of Closing 75%
within Twenty-Four Months of Closing 100%

- A 5% retainage is allowed at twenty-four months as long as the proceeds are fully expended by thirty-six months.

If an exception is missed, the arbitrage rebate calculation is required. If an issue maintains a funded Debt Service Reserve Fund, Sinking Funds and/or Escrow Funds, the arbitrage rebate calculation will be required for the life of the Issue.

CLIENT RESPONSIBILITIES

For Bingham to provide you with the highest level of service, we must rely on you to provide, in a timely manner, the transcript of the financing documents and closing certificates for the Bonds, including the tax or arbitrage certificate and the IRS Form 8038, 8038-G or 8038-GC, any amendments to or modifications of such documents and certificates and the information regarding the investment and expenditure of the gross proceeds of the Bonds that we may request. You may have to obtain, or arrange for Bingham to obtain, such information from your bond counsel, the trustee for the Bonds or other professionals.

For the Reports, we will need all the bank/trust statement history from date of Issue through current date. For future statements, please ask the bank to set Bingham up for online access. The documentation and information requested for the arbitrage rebate calculations should cover the entire history of the Bonds. Any investment changes that occurred during our review period would be considered necessary.

We will not audit or otherwise independently verify the correctness of the information you provide. However, we may ask you to clarify any of the information.

PERIOD OF THE ENGAGEMENT

We expect to begin the preparation of your Reports and Form 8038-T's (if required) upon receipt of a signed copy of this proposal and all the documents and information requested.

Our services will conclude upon our delivery to you of the Reports and 8038-T's (if required) in a form suitable for execution by your authorized representative and filing with the IRS. You are responsible for reviewing the accuracy of Form 8038-T and any accompanying schedules and statements prior to filing.

EVALUATION DATES

For each report, Bingham will provide the installment report now (if past due or due now) or an interim up-to-date report; if continual reporting is required, Bingham will provide annual updates and/or installment reports through June 30, 2029.

FEES

Our annual fees will apply even for a partial year of investment activity. If at any time bond proceeds are mixed with non-proceeds, it may be necessary to uncommingle the fund.

For each Issue, Scenario A or Scenario B will apply, not both.

Scenario A: Arbitrage Rebate Services	Fees per Issue ¹
Small Issuer Exception	\$800
Six-Month Exception	\$800
Eighteen-Month Spending Exception	\$675 per semi-annual period
Two-Year Spending Exception	\$675 per semi-annual period

¹ The fee stops once gross proceeds are spent in full.

OR

Scenario B: Arbitrage Rebate Calculation Services	Bonds < \$10MM Par Fees per Issue ²	Bonds > \$10MM Par Fees per Issue ²
Years 1 - 2	\$1,000 per year	\$1,300 per year
Years 3 – gross proceeds spent in full or maturity of Issue	\$550 per year	\$650 per year

² The fee stops once gross proceeds are spent in full; however, if there is a Debt Service Reserve, compliance reporting is required for the life of the debt.

Additional Fees That May Apply ³	Fees per Issue
Uncommingling &/ or Transferred Proceeds Fee ⁴	\$250 per year
Excess Yield Calculation (Years 4 – gross proceeds spent in full or maturity of Issue) ⁵	\$150 per year
Reviews for interim periods	\$325 (less than 2 hours)
	\$680 (more than 2 hours/ up to 4 hours)
	\$175 per hour (after 4 hours)

³ Additional fees will only be added if applicable.

⁴ If at any time bond proceeds are mixed with non-proceeds, it may be necessary to uncommingle the fund.

⁵ If gross proceeds remain outstanding beyond the Three-Year temporary period, the EYC calculation will apply.

Invoices will be sent along with our reports. Payment is expected within 30 days of the invoice date.

Bingham may withdraw or renegotiate this contract if our involvement is greater than originally anticipated. Examples of Bingham's increased time commitment include researching or locating missing investment activity, or if bond proceeds are mixed with non-proceeds funds.

EXPIRATION

If Bingham has not received a signed copy of this proposal and all of the documents and investment information requested within 90 days after the date hereof, we will assume you no longer need or want our services. We may withdraw from this engagement without completing or delivering the Report or Form 8038-T to you. Such withdrawal will terminate our engagement.

RECORD RETENTION

Bingham's policy is to return to you any information you transmit to us in original form or in hard copy as, or when, we complete this engagement. We ask that you pick up the originals or hard copies within 30 days after we notify you of their availability. After 30 days, you agree that we may return your information to you at your last known address via U.S. Mail or 2-day delivery service at your request. Our responsibility for your originals and hard copies ends when you pick them up or we deposit them in the U.S. Mail or with the 2-day delivery service.

Bingham's current policy is to keep our records related to this engagement in electronic format for six years from the end of this engagement.

USE OF THE INTERNET AND CLOUD SERVICES

To facilitate the provision of our services to you, we may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet or allow access to data through third party vendors' secured portals or clouds. Your electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data. In using these data transmission and storage methods, Bingham employs reasonable measures designed to maintain data security and we require our third-party vendors to do the same.

You acknowledge and agree that Bingham has no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

SEVERABILITY

If any term of this engagement letter is to any extent invalid, illegal, or unenforceable, such term shall be excluded to the extent that it is invalid, illegal, or unenforceable. All other terms shall remain in full force and effect.

ENTIRE AGREEMENT

This engagement letter constitutes the entire agreement between Bingham and you regarding the calculation of any arbitrage rebate and yield reduction payments and any related interest or penalties due to the United States Treasury with respect to the Bonds. You acknowledge that there are no other agreements (either oral or written) with Bingham regarding such matters. No additional terms, or modification or waiver of any previously agreed-upon terms, are valid unless agreed to in writing by both Bingham and you.

FINANCIAL ADVISOR DISCLAIMER

By engaging Bingham to provide the services described in this document, the County of Pender acknowledges that Bingham (1) is not recommending actions or providing advice to the County of Pender, and (2) does not owe a fiduciary duty to the County of Pender, as described by Section 15B of the Securities Exchange Act of 1934. The County of Pender should consult with the appropriate transaction professionals for legal and financial advice.

If you agree with these terms, please have an authorized representative sign as indicated below and return electronically to Bingham at your earliest convenience.

Bingham has implemented a "Green Initiative," and all compliance reports are now sent to your office electronically. However, if you prefer an original hard copy of the installment date report, please let us know. We are happy to place one in the mail upon request.

I hope these fees meet with your approval. Please feel free to call me at (804) 864-9564 if you have any questions. Thank you and I look forward to hearing from you.

Sincerely,



Kim A. Hoyt
President

Bond Issues:

Reporting on current and future bond issues through June 30, 2029 as listed on page 1.

SIGNATURE PAGE

Signature

Name (printed)

Title

Date



Pender County Approval of BOA for June County Manager Contracts

TO: Board of County Commissioners
FROM: Meg Blue
DATE: May 6, 2024
SUBJECT: Approval of BOA for June County Manager Contracts

SUMMARY:

On April 19th, 2024, the Pender County BOCC approved an employment contract for a new County Manager to begin June 3rd. This budget amendment is to cover that employment contract from June 3rd through June 30th of FY2024, and required payouts related to conclusion of current contract.

ACTION REQUESTED:

Approval of BOA for June County Manager Contracts

Pender County Budget Ordinance Amendment

Fiscal Year **FY 2023-2024**

Department **420 - COUNTY MANAGER**

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	Gen Fund Bal Appropriated	52313
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	420-400200	Salaries	38641
2	420-400211	401k Non LEO	360
3	420-400290	Travel Allowance	700
4	420-400500	FICA	3220
5	420-400600	Group Insurance	1360
6	420-400700	Retirement	5332
7	420-400900	Longevity	2700
8			
9			
10			

Total Revenues 52313

Total Expenditures 52313

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email amiller@pendercountync.gov



Pender County Approval of a BOA for TDA Promotions

TO: Board of County Commissioners
FROM: Meg Blue
DATE: May 6, 2024
SUBJECT: Approval of a BOA for TDA Promotions

SUMMARY:

This budget amendment adjusts projections for Occupancy Tax Collections to be used for TDA Promotions in FY2024.

ACTION REQUESTED:

Approval of a BOA for TDA Promotions

Pender County Budget Ordinance Amendment

Fiscal Year **FY 2023-2024**

Department **44 - TOURISM DEVELOPMENT AUTHORITY**

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	44-323000	OCCUPANCY TAX	10,000
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	44-407000	PROMOTIONS	10,000
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 10000

Total Expenditures 10000

Budget Amendment Balances when Zero. 0

Prepared By: MEG BLUE

Email MBLUE@PENDERCOUNTYNC.GOV



Pender County Request for Board Action

TO: Board of Commissioners
FROM: Marcel Miranda
DATE: May 6, 2024
SUBJECT: Approval of Purchase Order to SHI International for Replacement Firewall Hardware, Support & Maintenance in the amount of \$47,081.09.

SUMMARY:

The Pender County ITS Department is undertaking a comprehensive upgrade of its network firewall services to fortify the security of the County's network assets, computers, data, services, and systems. Rather than simply renewing the support and maintenance agreement for our existing equipment, we have opted to replace all current County firewalls with state-of-the-art hardware boasting a 3-year support and maintenance package. This meticulously selected hardware, endorsed by our consultants, Avèro Advisors, ensures robust protection for our network infrastructure. This strategic decision not only enhances our security posture but also yields substantial cost savings. Over the 3-year coverage term, it is estimated to result in a total savings of \$77,418.70.

Funding for the selected vendor, SHI International, was earmarked in the ITS Department's Fiscal Year 23-24 Budget, specifically under account 445-404500 (Contracted Services). SHI is on State Contract 204X for IT Infrastructure Solutions. This meticulous planning and allocation ensure the prudent utilization of resources while advancing the security infrastructure of Pender County's IT systems.

ACTION REQUESTED:

Approval of Purchase Order to SHI International for Replacement Firewall Hardware, Support & Maintenance in the amount of \$47,081.09.



**Pender County
Resolution Authorizing the Donation of
Viper Tower to State of NC**

TO: Board of County Commissioners
FROM: Patrick Buffkin
DATE: May 6, 2024
SUBJECT: Resolution Authorizing the Donation of Viper Tower to State of NC

SUMMARY:

On May 30, 2023, the County acquired by deed from the Pender County Board of Education a 58.8-acre parcel of land located along Highway 53, near the intersection of Highway 53 and Murry Town Rd. The property is commonly referred to as the "Highway 53 Property." Located on the Highway 53 Property is a telecommunications tower that serves the needs of public safety agencies. The telecommunications tower is commonly referred to as "the viper tower," owing to the viper communications system that public safety agencies use. As a permanent fixture to real property, the viper tower came under County ownership at that time.

The County has been in discussions with the State of North Carolina about donating the viper tower to the State Department of Public Safety, and at the same time leasing the ground on which the tower sets to the State. Transactions of this type, between two governmental units, are authorized by General Statute Section 160A-274, which provides in subsection (b) that "[a]ny governmental unity may, upon such terms and conditions as it deems wise, with or without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unity any interest in real or personal property." Subsection (c) provides that such action shall be taken by the governing body of the governmental unit.

The attached resolution would authorize the County to donate the viper tower to the State of North Carolina, Department of Public Safety. If approved at this meeting, Staff will prepare a proposed lease with the State of North Carolina for Board approval at a later date.

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
AUTHORIZING THE DONATION OF THE VIPER TOWER ON THE HIGHWAY 53
PROPERTY TO THE STATE OF NORTH CAROLINA**

WHEREAS, Pender County acquired that certain real property commonly referred to as the “Highway 53 Property” that is located adjacent to N.C. Hwy. 53, near the intersection of NC Hwy. 53 and Murray Town Rd., in the Burgaw Township and being 58.82 acres, more or less, by General Warranty Deed recorded at Book 4813, Page 2504, Pender County Registry; and

WHEREAS, located upon Highway 53 Property is a telecommunications tower used for public safety communications, commonly known as a “viper tower”; and

WHEREAS, the State of North Carolina, Department of Public Safety, has expressed an interest in taking ownership of the viper tower and the County is amendable to donating the viper tower to the State of North Carolina.

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

The Board of Commissioners hereby authorizes the donation of the viper tower located upon the County-owned real property described herein, as authorized pursuant to N.C. Gen. Stat. § 160A-274.

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
Approval of BOA & PO for countywide
radio project in the amount of
\$1,456,427.15**

TO: BOCC
FROM: Sarah Fulton
DATE: May 6, 2024
SUBJECT: Approval of BOA & PO for countywide radio project in the amount of \$1,456,427.15

SUMMARY:

This project will purchase public safety radios that will become obsolete on the state VIPER network in July 2025. Multiple public safety agencies are participating in this bulk purchase which reduces the overall cost to taxpayers through a bulk purchase discount and the elimination of interest departments would have paid if participating in traditional financing. Departments will be responsible for reimbursing the county for their portion of the radio replacement project and will responsible for the radio maintenance or services moving forward.

ACTION REQUESTED:

Approval of a BOA and PO in the amount of \$1,456,427.15 to Motorola Solutions and approval for staff to execute a purchase agreement with each town/department participating in this purchase.



MOTOROLA SOLUTIONS

Quote Number: QUOTE-2466655

Billing Address:
PENDER COUNTY
P O BOX 1025

Quote Name: Pender County Project
Quote Date: 2024-03-11
Expiration Date: 2024-05-11
Contract Name: 19144 - 725G NORTH CAROLINA, STATE
OF (NON-ARIBA BASED POS)

Quote Created By:
Mike Cavalluzzi

BURGAUW NC, 28425

mikecavalluzzi@callmc.com

Customer: PENDER COUNTY

Currency: USD

Payment Terms: 30 NET

Terms and Conditions: Each Department will Have an individual order to help with inventory purposes during the receiving process. Items will be invoiced upon shipment and all invoiced to Pender County. No programming, installation, or other services besides warranty is included. Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Penderlea

Line #	Item Number	Description	Quantity	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price
	APX™ 8500								
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE.	4	\$5,893.68	\$23,574.72	29.00%	\$1,709.17	\$4,184.51	\$16,738.04
1a	GA00580AA	ADD: TDMA OPERATION.	4	\$495.00	\$1,980.00	29.00%	\$143.55	\$351.45	\$1,405.80
1b	G51AT	ENH:SMARTZONE.	4	\$1,650.00	\$6,600.00	29.00%	\$478.50	\$1,171.50	\$4,686.00
1c	GA05509AA	DEL: DELETE UHF BAND.	4	-\$800.00	-\$3,200.00	29.00%	-\$232.00	-\$568.00	-\$2,272.00
1d	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX.	4	\$66.00	\$264.00	29.00%	\$19.14	\$46.86	\$187.44
1e	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1f	G67EH	ADD: REMOTE MOUNT E5 MP.	4	\$327.00	\$1,308.00	29.00%	\$94.83	\$232.17	\$928.68
1g	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	4	\$567.00	\$2,268.00	29.00%	\$164.43	\$402.57	\$1,610.28
1h	GA01670AA	ADD: APX E5 CONTROL HEAD.	4	\$717.00	\$2,868.00	29.00%	\$207.93	\$509.07	\$2,036.28
1i	W22BA	ADD: STD PALM MICROPHONE APX.	4	\$79.00	\$316.00	29.00%	\$22.91	\$56.09	\$224.36
1j	QA09113AB	ADD: BASELINE RELEASE SW.	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1k	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	4	\$330.00	\$1,320.00	29.00%	\$95.70	\$234.30	\$937.20
1l	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U).	4	\$105.00	\$420.00	29.00%	\$30.45	\$74.55	\$298.20
1m	G78AT	ENH: 3 YEAR ESSENTIAL SVC.	4	\$288.00	\$1,152.00	0.00%	\$0.00	\$288.00	\$1,152.00
1n	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED.	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1o	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED.	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1p	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
	APX™ 8500								
2	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE.	4	\$5,893.68	\$23,574.72	29.00%	\$1,709.17	\$4,184.51	\$16,738.04
2a	GA00580AA	ADD: TDMA OPERATION.	4	\$495.00	\$1,980.00	29.00%	\$143.55	\$351.45	\$1,405.80
2b	G668N	ADD: DASH MOUNT E5.	4	\$138.00	\$552.00	29.00%	\$40.02	\$97.98	\$391.92
2c	G51AT	ENH:SMARTZONE.	4	\$1,650.00	\$6,600.00	29.00%	\$478.50	\$1,171.50	\$4,686.00
2d	GA05509AA	DEL: DELETE UHF BAND.	4	-\$800.00	-\$3,200.00	29.00%	-\$232.00	-\$568.00	-\$2,272.00
2e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX.	4	\$66.00	\$264.00	29.00%	\$19.14	\$46.86	\$187.44
2f	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2g	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED.	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2h	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	4	\$567.00	\$2,268.00	29.00%	\$164.43	\$402.57	\$1,610.28
2i	GA01670AA	ADD: APX E5 CONTROL HEAD.	4	\$717.00	\$2,868.00	29.00%	\$207.93	\$509.07	\$2,036.28
2j	W22BA	ADD: STD PALM MICROPHONE APX.	4	\$79.00	\$316.00	29.00%	\$22.91	\$56.09	\$224.36
2k	QA09113AB	ADD: BASELINE RELEASE SW.	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2l	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	4	\$330.00	\$1,320.00	29.00%	\$95.70	\$234.30	\$937.20
2m	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U).	4	\$105.00	\$420.00	29.00%	\$30.45	\$74.55	\$298.20
2n	G78AT	ENH: 3 YEAR ESSENTIAL SVC.	4	\$288.00	\$1,152.00	0.00%	\$0.00	\$288.00	\$1,152.00
2o	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED.	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2p	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
	APX™ 8000 Series								
3	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5.	15	\$7,392.32	\$110,884.80	29.00%	\$2,143.77	\$5,248.55	\$78,728.25
3a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION.	15	\$567.00	\$8,505.00	29.00%	\$164.43	\$402.57	\$6,038.55
3b	Q361AN	ADD: P25 9600 BAUD TRUNKING.	15	\$330.00	\$4,950.00	29.00%	\$95.70	\$234.30	\$3,514.50
3c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	15	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
3d	QA02006AC	ENH: APX8000XE RUGGED RADIO.	15	\$880.00	\$13,200.00	29.00%	\$255.20	\$624.80	\$9,372.00
3e	QA00580AA	ADD: TDMA OPERATION.	15	\$495.00	\$7,425.00	29.00%	\$143.55	\$351.45	\$5,271.75

3f	Q58AL	ADD: 3Y ESSENTIAL SERVICE.	15	\$184.00	\$2,760.00	0.00%	\$0.00	\$184.00	\$2,760.00
3g	H388S	ADD: SMARTZONE OPERATION.	15	\$1,650.00	\$24,750.00	29.00%	\$478.50	\$1,171.50	\$17,572.50
3h	QA09113AB	ADD: BASELINE RELEASE SW.	15	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
3i	QA01427AG	ALT: APX8000/XE HOUSING GREEN.	15	\$28.00	\$420.00	29.00%	\$8.12	\$19.88	\$298.20
3j	QA05509AA	DEL: DELETE UHF BAND.	15	-\$800.00	-\$12,000.00	29.00%	-\$232.00	-\$568.00	-\$8,520.00
	Standalone Items								
4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA.	15	\$186.50	\$2,797.50	29.00%	\$54.08	\$132.42	\$1,986.30
5	PMMN4154A	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB, UL.	15	\$748.00	\$11,220.00	29.00%	\$216.92	\$531.08	\$7,966.20
	APX™ Consolette								
6	L37TSS9PW1AN	ALL BAND CONSOLETTTE.	1	\$9,933.04	\$9,933.04	29.00%	\$2,880.58	\$7,052.46	\$7,052.46
6a	GA00580AA	ADD: TDMA OPERATION.	1	\$495.00	\$495.00	29.00%	\$143.55	\$351.45	\$351.45
6b	CA01598AB	ADD: AC LINE CORD US.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
6c	G51AT	ENH:SMARTZONE.	1	\$1,650.00	\$1,650.00	29.00%	\$478.50	\$1,171.50	\$1,171.50
6d	GA05509AA	DEL: DELETE UHF BAND.	1	-\$800.00	-\$800.00	29.00%	-\$232.00	-\$568.00	-\$568.00
6e	L999AG	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU.	1	\$868.00	\$868.00	29.00%	\$251.72	\$616.28	\$616.28
6f	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	1	\$567.00	\$567.00	29.00%	\$164.43	\$402.57	\$402.57
6g	QA09113AB	ADD: BASELINE RELEASE SW.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
6h	W382AM	ADD: CONTROL STATION DESK GCAI MIC.	1	\$186.00	\$186.00	29.00%	\$53.94	\$132.06	\$132.06
6i	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	1	\$330.00	\$330.00	29.00%	\$95.70	\$234.30	\$234.30
6j	G78AR	ADD: 3Y ESSENTIAL SERVICE.	1	\$288.00	\$288.00	0.00%	\$0.00	\$288.00	\$288.00
		ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
6k	G193AK		1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
							\$265,414.78	Net Total	\$189,996.67

UNION RESCUE

1	APX™ 6000 Series								
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE.	4	\$3,595.00	\$14,380.00	29.00%	\$1,042.55	\$2,552.45	\$10,209.80
		ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1a	Q667BB		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING.	4	\$330.00	\$1,320.00	29.00%	\$95.70	\$234.30	\$937.20
1c	Q58AL	ADD: 3Y ESSENTIAL SERVICE.	4	\$184.00	\$736.00	0.00%	\$0.00	\$184.00	\$736.00
1d	QA00580AC	ADD: TDMA OPERATION.	4	\$495.00	\$1,980.00	29.00%	\$143.55	\$351.45	\$1,405.80
1e	H388T	ADD: SMARTZONE OPERATION.	4	\$1,320.00	\$5,280.00	29.00%	\$382.80	\$937.20	\$3,748.80
1f	QA09113AB	ADD: BASELINE RELEASE SW.	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION.	4	\$567.00	\$2,268.00	29.00%	\$164.43	\$402.57	\$1,610.28
	Standalone Items								
2	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA.	4	\$186.50	\$746.00	29.00%	\$54.08	\$132.42	\$529.68
3	PMMN4135B	XVP850 REMOTE SPEAKER MICROPHONE WITH CHANNEL KNOB.	4	\$507.60	\$2,030.40	29.00%	\$147.20	\$360.40	\$1,441.60
							\$28,740.40	Net Total	\$20,619.16

ROCKY POINT VFD

	APX™ 8000 Series								
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5.	26	\$7,392.32	\$192,200.32	29.00%	\$2,143.77	\$5,248.55	\$136,462.30
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION.	26	\$567.00	\$14,742.00	29.00%	\$164.43	\$402.57	\$10,466.82
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING.	26	\$330.00	\$8,580.00	29.00%	\$95.70	\$234.30	\$6,091.80
		ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	26	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1c	Q667BB		26	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1d	QA02006AC	ENH: APX8000XE RUGGED RADIO.	26	\$880.00	\$22,880.00	29.00%	\$255.20	\$624.80	\$16,244.80
1e	QA00580AA	ADD: TDMA OPERATION.	26	\$495.00	\$12,870.00	29.00%	\$143.55	\$351.45	\$9,137.70
1f	H388S	ADD: SMARTZONE OPERATION.	26	\$1,650.00	\$42,900.00	29.00%	\$478.50	\$1,171.50	\$30,459.00
1g	QA09113AB	ADD: BASELINE RELEASE SW.	26	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1h	QA01427AG	ALT: APX8000/XE HOUSING GREEN.	26	\$28.00	\$728.00	29.00%	\$8.12	\$19.88	\$516.88
1i	QA05509AA	DEL: DELETE UHF BAND.	26	-\$800.00	-\$20,800.00	29.00%	-\$232.00	-\$568.00	-\$14,768.00
1j	HA00690AA	ADD: 7Y ESSENTIAL SERVICE HTP.	26	\$386.00	\$10,036.00	0.00%	\$0.00	\$386.00	\$10,036.00
	APX™ 8500								
2	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE.	6	\$5,893.68	\$35,362.08	29.00%	\$1,709.17	\$4,184.51	\$25,107.06
2a	GA00580AA	ADD: TDMA OPERATION.	6	\$495.00	\$2,970.00	29.00%	\$143.55	\$351.45	\$2,108.70
2b	G668N	ADD: DASH MOUNT E5.	6	\$138.00	\$828.00	29.00%	\$40.02	\$97.98	\$587.88
2c	G51AT	ENH:SMARTZONE.	6	\$1,650.00	\$9,900.00	29.00%	\$478.50	\$1,171.50	\$7,029.00
2d	GA05509AA	DEL: DELETE UHF BAND.	6	-\$800.00	-\$4,800.00	29.00%	-\$232.00	-\$568.00	-\$3,408.00
2e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX.	6	\$66.00	\$396.00	29.00%	\$19.14	\$46.86	\$281.16
2f	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	6	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2g	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED.	6	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2h	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	6	\$567.00	\$3,402.00	29.00%	\$164.43	\$402.57	\$2,415.42
2i	GA01670AA	ADD: APX E5 CONTROL HEAD.	6	\$171.00	\$4,302.00	29.00%	\$207.93	\$509.07	\$3,054.42
2j	W22BA	ADD: STD PALM MICROPHONE APX.	6	\$79.00	\$474.00	29.00%	\$22.91	\$56.09	\$336.54
2k	QA09113AB	ADD: BASELINE RELEASE SW.	6	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2l	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	6	\$330.00	\$1,980.00	29.00%	\$95.70	\$234.30	\$1,405.80

2m	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U).	6	\$105.00	\$630.00	29.00%	\$30.45	\$74.55	\$447.30
2n	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED.	6	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2o	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	6	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2p	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM.	6	\$604.80	\$3,628.80	0.00%	\$0.00	\$604.80	\$3,628.80
	Standalone Items								
3	PMMN4154A	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB, UL.	26	\$748.00	\$19,448.00	29.00%	\$216.92	\$531.08	\$13,808.08
4	NNTN7624C	CHARGER, CHR IMP VEH EXT NA/EU KIT.	18	\$509.76	\$9,175.68	29.00%	\$147.83	\$361.93	\$6,514.74
5	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR.	1	\$1,705.20	\$1,705.20	29.00%	\$494.51	\$1,210.69	\$1,210.69
6	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T.	14	\$213.15	\$2,984.10	29.00%	\$61.81	\$151.34	\$2,118.76
7	NNTN8860ATAA	TAA CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US.	8	\$225.70	\$1,805.60	29.00%	\$65.45	\$160.25	\$1,282.00
	APX™ Consolette								
8	L37TSS9PW1AN	ALL BAND CONSOLETTTE.	2	\$9,933.04	\$19,866.08	29.00%	\$2,880.58	\$7,052.46	\$14,104.92
8a	GA00580AA	ADD: TDMA OPERATION.	2	\$495.00	\$990.00	29.00%	\$143.55	\$351.45	\$702.90
8b	CA01598AB	ADD: AC LINE CORD US.	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
8c	G51AT	ENH: SMARTZONE.	2	\$1,650.00	\$3,300.00	29.00%	\$478.50	\$1,171.50	\$2,343.00
8d	GA05509AA	DEL: DELETE UHF BAND.	2	-\$800.00	-\$1,600.00	29.00%	-\$232.00	-\$568.00	-\$1,136.00
8e	L999AG	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU.	2	\$868.00	\$1,736.00	29.00%	\$251.72	\$616.28	\$1,232.56
8f	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	2	\$567.00	\$1,134.00	29.00%	\$164.43	\$402.57	\$805.14
8g	QA09113AB	ADD: BASELINE RELEASE SW.	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
8h	W382AM	ADD: CONTROL STATION DESK GCAI MIC.	2	\$186.00	\$372.00	29.00%	\$53.94	\$132.06	\$264.12
8i	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	2	\$330.00	\$660.00	29.00%	\$95.70	\$234.30	\$468.60
		ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
8j	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
8k	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM.	2	\$604.80	\$1,209.60	0.00%	\$0.00	\$604.80	\$1,209.60
				\$405,995.46			Net Total		\$292,570.49

BURGAW FD

	APX™ 6500 / Enh Series								
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE.	17	\$3,383.12	\$57,513.04	29.00%	\$981.10	\$2,402.02	\$40,834.34
1a	GA00580AA	ADD: TDMA OPERATION.	17	\$495.00	\$8,415.00	29.00%	\$143.55	\$351.45	\$5,974.65
1b	G51AU	ENH: SMARTZONE OPERATION APX6500.	17	\$1,320.00	\$22,440.00	29.00%	\$382.80	\$937.20	\$15,932.40
1c	G78AT	ENH: 3 YEAR ESSENTIAL SVC.	17	\$288.00	\$4,896.00	0.00%	\$0.00	\$288.00	\$4,896.00
1d	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED.	17	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX.	17	\$66.00	\$1,122.00	29.00%	\$19.14	\$46.86	\$796.62
1f	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	17	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1g	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ.	17	\$15.00	\$255.00	29.00%	\$4.35	\$10.65	\$181.05
1h	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	17	\$567.00	\$9,639.00	29.00%	\$164.43	\$402.57	\$6,843.69
1i	GA01670AA	ADD: APX E5 CONTROL HEAD.	17	\$717.00	\$12,189.00	29.00%	\$207.93	\$509.07	\$8,654.19
1j	W22BA	ADD: STD PALM MICROPHONE APX.	17	\$79.00	\$1,343.00	29.00%	\$22.91	\$56.09	\$953.53
1k	QA09113AB	ADD: BASELINE RELEASE SW.	17	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1l	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	17	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1m	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	17	\$330.00	\$5,610.00	29.00%	\$95.70	\$234.30	\$3,983.10
1n	G67DT	ADD: REMOTE MOUNT E5 APXM.	17	\$327.00	\$5,559.00	29.00%	\$94.83	\$232.17	\$3,946.89
	APX™ 6500 / Enh Series								
2	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE.	1	\$3,383.12	\$3,383.12	29.00%	\$981.10	\$2,402.02	\$2,402.02
2a	GA00580AA	ADD: TDMA OPERATION.	1	\$495.00	\$495.00	29.00%	\$143.55	\$351.45	\$351.45
2b	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX.	1	\$17.00	\$17.00	29.00%	\$4.93	\$12.07	\$12.07
2c	G607AC	ADD: REMOTE MOUNT CABLE 75 FT APX.	1	\$50.00	\$50.00	29.00%	\$14.50	\$35.50	\$35.50
2d	G51AU	ENH: SMARTZONE OPERATION APX6500.	1	\$1,320.00	\$1,320.00	29.00%	\$382.80	\$937.20	\$937.20
2e	G67DT	ADD: REMOTE MOUNT E5 APXM.	1	\$327.00	\$327.00	29.00%	\$94.83	\$232.17	\$232.17
2f	G78AT	ENH: 3 YEAR ESSENTIAL SVC.	1	\$288.00	\$288.00	0.00%	\$0.00	\$288.00	\$288.00
2g	GA00092AU	ADD: APXM DUAL E5 CH.	1	\$627.00	\$627.00	29.00%	\$181.83	\$445.17	\$445.17
2h	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2i	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX.	2	\$66.00	\$132.00	29.00%	\$19.14	\$46.86	\$93.72
2j	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2k	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ.	1	\$15.00	\$15.00	29.00%	\$4.35	\$10.65	\$10.65
2l	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	1	\$567.00	\$567.00	29.00%	\$164.43	\$402.57	\$402.57
2m	GA01670AA	ADD: APX E5 CONTROL HEAD.	1	\$717.00	\$717.00	29.00%	\$207.93	\$509.07	\$509.07

2n	W22BA	ADD: STD PALM MICROPHONE APX.	2	\$79.00	\$158.00	29.00%	\$22.91	\$56.09	\$112.18
2o	QA09113AB	ADD: BASELINE RELEASE SW.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
		ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2p	G193AK		1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2q	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	1	\$330.00	\$330.00	29.00%	\$95.70	\$234.30	\$234.30
		APX™ 6000 Series							
3	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE.	12	\$3,595.00	\$43,140.00	29.00%	\$1,042.55	\$2,552.45	\$30,629.40
		ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	12	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
3a	Q667BB		12	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
3b	Q361AR	ADD: P25 9600 BAUD TRUNKING.	12	\$330.00	\$3,960.00	29.00%	\$95.70	\$234.30	\$2,811.60
3c	QA02006AA	ENH: APX6000XE RUGGED RADIO.	12	\$880.00	\$10,560.00	29.00%	\$255.20	\$624.80	\$7,497.60
3d	QA00580AC	ADD: TDMA OPERATION.	12	\$495.00	\$5,940.00	29.00%	\$143.55	\$351.45	\$4,217.40
3e	H38BT	ADD: SMARTZONE OPERATION.	12	\$1,320.00	\$15,840.00	29.00%	\$382.80	\$937.20	\$11,246.40
3f	QA09113AB	ADD: BASELINE RELEASE SW.	12	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
3g	QA01427AB	ALT: IMPACT GREEN HOUSING.	12	\$28.00	\$336.00	29.00%	\$8.12	\$19.88	\$238.56
3h	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION.	12	\$567.00	\$6,804.00	29.00%	\$164.43	\$402.57	\$4,830.84
3i	HA00690AA	ADD: 7Y ESSENTIAL SERVICE HTP.	12	\$386.00	\$4,632.00	0.00%	\$0.00	\$386.00	\$4,632.00
		Standalone Items							
4	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL.	4	\$142.56	\$570.24	29.00%	\$41.34	\$101.22	\$404.88
5	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR.	2	\$1,705.20	\$3,410.40	29.00%	\$494.51	\$1,210.69	\$2,421.38
6	PMMN4154A	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB, UL.	8	\$748.00	\$5,984.00	29.00%	\$216.92	\$531.08	\$4,248.64
		APX™ Consolette							
7	L37TSS9PW1AN	ALL BAND CONSOLETTTE.	2	\$9,933.04	\$19,866.08	29.00%	\$2,880.58	\$7,052.46	\$14,104.92
7a	GA00580AA	ADD: TDMA OPERATION.	2	\$495.00	\$990.00	29.00%	\$143.55	\$351.45	\$702.90
7b	CA01598AB	ADD: AC LINE CORD US.	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
7c	G51AT	ENH:SMARTZONE.	2	\$1,650.00	\$3,300.00	29.00%	\$478.50	\$1,171.50	\$2,343.00
7d	GA05509AA	DEL: DELETE UHF BAND.	2	-\$800.00	-\$1,600.00	29.00%	-\$232.00	-\$568.00	-\$1,136.00
7e	L999AG	ADD: FULL FP W/ES/KEYPAD/CLOCK/VU.	2	\$868.00	\$1,736.00	29.00%	\$251.72	\$616.28	\$1,232.56
7f	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	2	\$567.00	\$1,134.00	29.00%	\$164.43	\$402.57	\$805.14
7g	QA09113AB	ADD: BASELINE RELEASE SW.	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
7h	W382AM	ADD: CONTROL STATION DESK GCAI MIC.	2	\$186.00	\$372.00	29.00%	\$53.94	\$132.06	\$264.12
7i	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	2	\$330.00	\$660.00	29.00%	\$95.70	\$234.30	\$468.60
7j	G78AR	ADD: 3Y ESSENTIAL SERVICE.	2	\$288.00	\$576.00	0.00%	\$0.00	\$288.00	\$576.00
7k	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
		MCD 5000 Deskset System							
8	HKVN4865A	LICENSE,CD, MCD 5000 DOCUMENTATION.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
9	FHN7469A	ASSY,P/S,MCD 5000 DESKSET / RGU PWR SPLY W/ USA PWR CORD.	2	\$100.00	\$200.00	29.00%	\$29.00	\$71.00	\$142.00
10	F2380A	SM,MCD 5000 DESKSET.	2	\$2,275.00	\$4,550.00	29.00%	\$659.75	\$1,615.25	\$3,230.50
					\$270,367.88		Net Total		\$194,974.97

SURF CITY

		APX™ 8500							
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE.	4	\$5,893.68	\$23,574.72	29.00%	\$1,709.17	\$4,184.51	\$16,738.04
1a	GA00580AA	ADD: TDMA OPERATION.	4	\$495.00	\$1,980.00	29.00%	\$143.55	\$351.45	\$1,405.80
		ADD: ALL BAND MOBILE ANTENNA (7/8/V/U).	4	\$105.00	\$420.00	29.00%	\$30.45	\$74.55	\$298.20
1b	GA01513AB		4	\$105.00	\$420.00	29.00%	\$30.45	\$74.55	\$298.20
1c	G51AT	ENH:SMARTZONE.	4	\$1,650.00	\$6,600.00	29.00%	\$478.50	\$1,171.50	\$4,686.00
1d	G78AT	ENH: 3 YEAR ESSENTIAL SVC.	4	\$288.00	\$1,152.00	0.00%	\$0.00	\$288.00	\$1,152.00
		ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED.	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1e	GA01606AA		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX.	4	\$66.00	\$264.00	29.00%	\$19.14	\$46.86	\$187.44
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1h	G67EH	ADD: REMOTE MOUNT E5 MP.	4	\$327.00	\$1,308.00	29.00%	\$94.83	\$232.17	\$928.68
1i	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED.	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1j	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	4	\$567.00	\$2,268.00	29.00%	\$164.43	\$402.57	\$1,610.28
1k	GA01670AA	ADD: APX E5 CONTROL HEAD.	4	\$717.00	\$2,868.00	29.00%	\$207.93	\$509.07	\$2,036.28
1l	W22BA	ADD: STD PALM MICROPHONE APX.	4	\$79.00	\$316.00	29.00%	\$22.91	\$56.09	\$224.36
1m	QA09113AB	ADD: BASELINE RELEASE SW.	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
		ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1n	G193AK		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1o	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	4	\$330.00	\$1,320.00	29.00%	\$95.70	\$234.30	\$937.20
1p	GA05509AA	DEL: DELETE UHF BAND.	4	-\$800.00	-\$3,200.00	29.00%	-\$232.00	-\$568.00	-\$2,272.00
		APX™ 8000 Series							

2	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5.	2	\$7,392.32	\$14,784.64	29.00%	\$2,143.77	\$5,248.55	\$10,497.10
2a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION.	2	\$567.00	\$1,134.00	29.00%	\$164.43	\$402.57	\$805.14
2b	Q361AN	ADD: P25 9600 BAUD TRUNKING.	2	\$330.00	\$660.00	29.00%	\$95.70	\$234.30	\$468.60
2c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2d	QA00580AA	ADD: TDMA OPERATION.	2	\$495.00	\$990.00	29.00%	\$143.55	\$351.45	\$702.90
2e	Q58AL	ADD: 3Y ESSENTIAL SERVICE.	2	\$184.00	\$368.00	0.00%	\$0.00	\$184.00	\$368.00
2f	H38BS	ADD: SMARTZONE OPERATION.	2	\$1,650.00	\$3,300.00	29.00%	\$478.50	\$1,171.50	\$2,343.00
2g	QA09113AB	ADD: BASELINE RELEASE SW.	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2h	QA02006AC	ENH: APX8000XE RUGGED RADIO.	2	\$880.00	\$1,760.00	29.00%	\$255.20	\$624.80	\$1,249.60
2i	QA01427AG	ALT: APX8000/XE HOUSING GREEN.	2	\$28.00	\$56.00	29.00%	\$8.12	\$19.88	\$39.76
	Standalone Items								
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA.	2	\$186.50	\$373.00	29.00%	\$54.08	\$132.42	\$264.84
4	PMMN4154A	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB, UL.	2	\$748.00	\$1,496.00	29.00%	\$216.92	\$531.08	\$1,062.16
	APX™ 8500								
5	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE.	1	\$5,893.68	\$5,893.68	29.00%	\$1,709.17	\$4,184.51	\$4,184.51
	ADD: BLUETOOTH/WIFI/GNSS FLEXIBLE CABLE LMR195.		1	\$110.00	\$110.00	29.00%	\$31.90	\$78.10	\$78.10
5a	GA00250AA	ADD: TDMA OPERATION.	1	\$495.00	\$495.00	29.00%	\$143.55	\$351.45	\$351.45
5b	GA00580AA	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U).	1	\$105.00	\$105.00	29.00%	\$30.45	\$74.55	\$74.55
5c	GA01513AB	ENH: SMARTZONE.	1	\$1,650.00	\$1,650.00	29.00%	\$478.50	\$1,171.50	\$1,171.50
5d	G51AT	ENH: 3 YEAR ESSENTIAL SVC.	1	\$288.00	\$288.00	0.00%	\$0.00	\$288.00	\$288.00
5e	G78AT	ADD: AUXILIARY SPKR 7.5 WATT APX.	1	\$66.00	\$66.00	29.00%	\$19.14	\$46.86	\$46.86
5f	B18CR	ADD: APX CONTROL HEAD SOFTWARE.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
5g	G444AH	ADD: REMOTE MOUNT E5 MP.	1	\$327.00	\$327.00	29.00%	\$94.83	\$232.17	\$232.17
5h	G67EH	DEL: NO J600 ADAPTER CABLE NEEDED.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
5i	GA01517AA	ENH: ASTRO DIGITAL CAI OP APX.	1	\$567.00	\$567.00	29.00%	\$164.43	\$402.57	\$402.57
5j	G806BL	ADD: APX E5 CONTROL HEAD.	1	\$717.00	\$717.00	29.00%	\$207.93	\$509.07	\$509.07
5k	GA01670AA	ADD: STD PALM MICROPHONE APX.	1	\$79.00	\$79.00	29.00%	\$22.91	\$56.09	\$56.09
5l	W22BA	ADD: BASELINE RELEASE SW.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
5m	QA09113AB	ENH: MULTIKEY OPERATION.	1	\$363.00	\$363.00	29.00%	\$105.27	\$257.73	\$257.73
5n	W969BG	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
5o	G193AK	ENH: P25 TRUNKING SOFTWARE APX.	1	\$330.00	\$330.00	29.00%	\$95.70	\$234.30	\$234.30
5p	G361AH								
				\$74,783.04			Net Total	\$53,620.28	

EM

	APX™ 8500								
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE.	9	\$5,893.68	\$53,043.12	29.00%	\$1,709.17	\$4,184.51	\$37,660.59
1a	GA00580AA	ADD: TDMA OPERATION.	9	\$495.00	\$4,455.00	29.00%	\$143.55	\$351.45	\$3,163.05
1b	G66BN	ADD: DASH MOUNT E5.	9	\$138.00	\$1,242.00	29.00%	\$40.02	\$97.98	\$881.82
1c	G51AT	ENH: SMARTZONE.	9	\$1,650.00	\$14,850.00	29.00%	\$478.50	\$1,171.50	\$10,543.50
1d	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX.	9	\$66.00	\$594.00	29.00%	\$19.14	\$46.86	\$421.74
1e	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	9	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1f	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED.	9	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1g	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	9	\$567.00	\$5,103.00	29.00%	\$164.43	\$402.57	\$3,623.13
1h	GA01670AA	ADD: APX E5 CONTROL HEAD.	9	\$717.00	\$6,453.00	29.00%	\$207.93	\$509.07	\$4,581.63
1i	W22BA	ADD: STD PALM MICROPHONE APX.	9	\$79.00	\$711.00	29.00%	\$22.91	\$56.09	\$504.81
1j	QA09113AB	ADD: BASELINE RELEASE SW.	9	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1k	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	9	\$330.00	\$2,970.00	29.00%	\$95.70	\$234.30	\$2,108.70
	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U).		9	\$105.00	\$945.00	29.00%	\$30.45	\$74.55	\$670.95
1l	G78AT	ENH: 3 YEAR ESSENTIAL SVC.	9	\$288.00	\$2,592.00	0.00%	\$0.00	\$288.00	\$2,592.00
	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED.		9	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1n	GA01606AA	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	9	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1o	G193AK								
	APX™ 8500								
2	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE.	2	\$5,893.68	\$11,787.36	29.00%	\$1,709.17	\$4,184.51	\$8,369.02
2a	GA00580AA	ADD: TDMA OPERATION.	2	\$495.00	\$990.00	29.00%	\$143.55	\$351.45	\$702.90
2b	G51AT	ENH: SMARTZONE.	2	\$1,650.00	\$3,300.00	29.00%	\$478.50	\$1,171.50	\$2,343.00
2c	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX.	2	\$66.00	\$132.00	29.00%	\$19.14	\$46.86	\$93.72
2d	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2e	G67EH	ADD: REMOTE MOUNT E5 MP.	2	\$327.00	\$654.00	29.00%	\$94.83	\$232.17	\$464.34
2f	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	2	\$567.00	\$1,134.00	29.00%	\$164.43	\$402.57	\$805.14
2g	GA01670AA	ADD: APX E5 CONTROL HEAD.	2	\$717.00	\$1,434.00	29.00%	\$207.93	\$509.07	\$1,018.14
2h	W22BA	ADD: STD PALM MICROPHONE APX.	2	\$79.00	\$158.00	29.00%	\$22.91	\$56.09	\$112.18
2i	QA09113AB	ADD: BASELINE RELEASE SW.	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2j	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	2	\$330.00	\$660.00	29.00%	\$95.70	\$234.30	\$468.60

2k	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U).	2	\$105.00	\$210.00	29.00%	\$30.45	\$74.55	\$149.10
2l	G78AT	ENH: 3 YEAR ESSENTIAL SVC.	2	\$288.00	\$576.00	0.00%	\$0.00	\$288.00	\$576.00
2m	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED.	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2n	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED.	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
2o	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
	APX™ 8000 Series								
3	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5.	7	\$7,392.32	\$51,746.24	29.00%	\$2,143.77	\$5,248.55	\$36,739.85
3a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION.	7	\$567.00	\$3,969.00	29.00%	\$164.43	\$402.57	\$2,817.99
3b	Q361AN	ADD: P25 9600 BAUD TRUNKING.	7	\$330.00	\$2,310.00	29.00%	\$95.70	\$234.30	\$1,640.10
3c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	7	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
3d	QA00580AA	ADD: TDMA OPERATION.	7	\$495.00	\$3,465.00	29.00%	\$143.55	\$351.45	\$2,460.15
3e	Q58AL	ADD: 3Y ESSENTIAL SERVICE.	7	\$184.00	\$1,288.00	0.00%	\$0.00	\$184.00	\$1,288.00
3f	H388S	ADD: SMARTZONE OPERATION.	7	\$1,650.00	\$11,550.00	29.00%	\$478.50	\$1,171.50	\$8,200.50
3g	QA09113AB	ADD: BASELINE RELEASE SW.	7	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
	APX™ 8000 Series								
4	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5.	25	\$7,392.32	\$184,808.00	29.00%	\$2,143.77	\$5,248.55	\$131,213.75
4a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION.	25	\$567.00	\$14,175.00	29.00%	\$164.43	\$402.57	\$10,064.25
4b	Q361AN	ADD: P25 9600 BAUD TRUNKING.	25	\$330.00	\$8,250.00	29.00%	\$95.70	\$234.30	\$5,857.50
4c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	25	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
4d	QA00580AA	ADD: TDMA OPERATION.	25	\$495.00	\$12,375.00	29.00%	\$143.55	\$351.45	\$8,786.25
4e	Q58AL	ADD: 3Y ESSENTIAL SERVICE.	25	\$184.00	\$4,600.00	0.00%	\$0.00	\$184.00	\$4,600.00
4f	QA05509AA	DEL: DELETE UHF BAND.	25	-\$800.00	-\$20,000.00	29.00%	-\$232.00	-\$568.00	-\$14,200.00
4g	H388S	ADD: SMARTZONE OPERATION.	25	\$1,650.00	\$41,250.00	29.00%	\$478.50	\$1,171.50	\$29,287.50
4h	QA09113AB	ADD: BASELINE RELEASE SW.	25	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
	Standalone Items								
5	NNTN8860ATAA	TAA CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US.	32	\$225.70	\$7,222.40	29.00%	\$65.45	\$160.25	\$5,128.00
6	PMMN4135B	XVP850 REMOTE SPEAKER MICROPHONE WITH CHANNEL KNOB.	33	\$507.60	\$16,750.80	29.00%	\$147.20	\$360.40	\$11,893.20
				\$457,752.92		Net Total		\$327,631.10	

PENDER SHERIFF

	APX™ 6000 Series								
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE.	40	\$3,595.00	\$143,800.00	29.00%	\$1,042.55	\$2,552.45	\$102,098.00
1a	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	40	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING.	40	\$330.00	\$13,200.00	29.00%	\$95.70	\$234.30	\$9,372.00
1c	QA00580AC	ADD: TDMA OPERATION.	40	\$495.00	\$19,800.00	29.00%	\$143.55	\$351.45	\$14,058.00
1d	QA07577AA	ALT: BATT IMPRES 2 LIION TIA4950 IP68 3100T STD.	40	\$156.45	\$6,258.00	29.00%	\$45.37	\$111.08	\$4,443.20
1e	H388T	ADD: SMARTZONE OPERATION.	40	\$1,320.00	\$52,800.00	29.00%	\$382.80	\$937.20	\$37,488.00
1f	QA09113AB	ADD: BASELINE RELEASE SW.	40	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION.	40	\$567.00	\$22,680.00	29.00%	\$164.43	\$402.57	\$16,102.80
1h	H869BZ	ENH: MULTIKEY.	40	\$363.00	\$14,520.00	29.00%	\$105.27	\$257.73	\$10,309.20
1i	HA00690AA	ADD: 7Y ESSENTIAL SERVICE HTP.	40	\$386.00	\$15,440.00	0.00%	\$0.00	\$386.00	\$15,440.00
	Standalone Items								
2	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA.	40	\$186.50	\$7,460.00	29.00%	\$54.08	\$132.42	\$5,296.80
3	PMMN4135B	XVP850 REMOTE SPEAKER MICROPHONE WITH CHANNEL KNOB.	40	\$507.60	\$20,304.00	29.00%	\$147.20	\$360.40	\$14,416.00
	APX™ 8500								
4	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE.	1	\$5,893.68	\$5,893.68	29.00%	\$1,709.17	\$4,184.51	\$4,184.51
4a	GA00580AA	ADD: TDMA OPERATION.	1	\$495.00	\$495.00	29.00%	\$143.55	\$351.45	\$351.45
4b	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U).	1	\$105.00	\$105.00	29.00%	\$30.45	\$74.55	\$74.55
4c	G51AT	ENH: SMARTZONE.	1	\$1,650.00	\$1,650.00	29.00%	\$478.50	\$1,171.50	\$1,171.50
4d	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
4e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX.	1	\$66.00	\$66.00	29.00%	\$19.14	\$46.86	\$46.86
4f	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
4g	G67EH	ADD: REMOTE MOUNT E5 MP.	1	\$327.00	\$327.00	29.00%	\$94.83	\$232.17	\$232.17
4h	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
4i	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	1	\$567.00	\$567.00	29.00%	\$164.43	\$402.57	\$402.57
4j	GA01670AA	ADD: APX ES CONTROL HEAD.	1	\$717.00	\$717.00	29.00%	\$207.93	\$509.07	\$509.07
4k	W22BA	ADD: STD PALM MICROPHONE APX.	1	\$79.00	\$79.00	29.00%	\$22.91	\$56.09	\$56.09
4l	QA09113AB	ADD: BASELINE RELEASE SW.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
4m	W969BG	ENH: MULTIKEY OPERATION.	1	\$363.00	\$363.00	29.00%	\$105.27	\$257.73	\$257.73
4n	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

4o	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	1	\$330.00	\$330.00	29.00%	\$95.70	\$234.30	\$234.30
4p	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM.	1	\$604.80	\$604.80	0.00%	\$0.00	\$604.80	\$604.80
							\$327,459.48	Net Total	\$237,149.60

ATKINSON VFD

	APX™ 8000 Series								
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5.	15	\$7,392.32	\$110,884.80	29.00%	\$2,143.77	\$5,248.55	\$78,728.25
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION.	15	\$567.00	\$8,505.00	29.00%	\$164.43	\$402.57	\$6,038.55
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING.	15	\$330.00	\$4,950.00	29.00%	\$95.70	\$234.30	\$3,514.50
1c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	15	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1d	QA02006AC	ENH: APX8000XE RUGGED RADIO.	15	\$880.00	\$13,200.00	29.00%	\$255.20	\$624.80	\$9,372.00
1e	QA00580AA	ADD: TDMA OPERATION.	15	\$495.00	\$7,425.00	29.00%	\$143.55	\$351.45	\$5,271.75
1f	H388S	ADD: SMARTZONE OPERATION.	15	\$1,650.00	\$24,750.00	29.00%	\$478.50	\$1,171.50	\$17,572.50
1g	QA09113AB	ADD: BASELINE RELEASE SW.	15	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
1h	QA01427AG	ALT: APX8000/XE HOUSING GREEN.	15	\$28.00	\$420.00	29.00%	\$8.12	\$19.88	\$298.20
1i	HA00690AA	ADD: 7Y ESSENTIAL SERVICE HTP.	15	\$386.00	\$5,790.00	0.00%	\$0.00	\$386.00	\$5,790.00
	Standalone Items								
2	PMMN4154A	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB, UL.	15	\$748.00	\$11,220.00	29.00%	\$216.92	\$531.08	\$7,966.20
3	NNTN7624C	CHARGER,CHR IMP VEH EXT NA/EU KIT.	11	\$509.76	\$5,607.36	29.00%	\$147.83	\$361.93	\$3,981.23
4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US.	4	\$186.50	\$746.00	29.00%	\$65.45	\$132.42	\$529.68
5	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T.	6	\$188.27	\$1,129.62	29.00%	\$54.60	\$133.67	\$802.02
							\$194,627.78	Net Total	\$139,864.88

PROJECT TOTAL **\$1,456,427.15**

Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	

Pender County Budget Ordinance Amendment

Fiscal Year **FY 2023-2024**

Department **420 - COUNTY MANAGER**

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	General Fund	1456427.15
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	660-407400	Non-dept capital outlay	1456427.15
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 1456427.15

Total Expenditures 1456427.15

Budget Amendment Balances when Zero. 0

Prepared By: Sarah Fulton

Email sfulton@pendercountync.gov

Countywide Radio Project

The Purpose of the Project

- What is VIPER?
 - Voice Interoperability Plan for Emergency Responders (VIPER)
 - Statewide interoperability & capability enhancement
 - State maintains the infrastructure
 - 170,000 users as of 2023
- Certain radios will be inoperable on the VIPER system July 2025
- Fire Departments requested assistance with funding
 - Bulk purchase for discounts and elimination of interest
 - Opportunity to increase capabilities while saving money



Steering Committee

- County Manager's Office
- Emergency Management
- Pender County Sheriff's Office
- Pender County 911
- Pender EMS & Fire
 - Technical expertise
- Pender County Finance

Scope

Page 14 of 17

- Assessed current radio inventory of every agency
- Looked at increasing capabilities
 - Timeframe for effective implementation became a challenge
 - Overall cost
 - Current project just replaces radios that will be obsolete in July 2025
- Radio Network
 - Back-up/redundant 700MHz system infrastructure
 - Initial proposal did not adequately provide coverage for the county
 - Planning is underway

Bulk Purchase Benefits

Page 15 of 17

- Basic purchase agreement w/ participating departments
- Why Motorola?
 - Existing equipment series is Motorola
 - State Contract pricing
- Received additional discount on top of state contract pricing
 - State contract is 10%-28% depending on item
 - Our proposal is 29% off all items
- Departments do not incur financing charges
 - Departments are not paying 6-8% financing charges
 - Savings of approximately \$189,000

By Department

Department	Quantity	Amount	Payment
Atkinson FD	15 portable	\$139,864.88	<i>Monthly payments over 6 years</i>
Burgaw FD/PD	12 portable 17 mobile	\$194,974.97	<i>Monthly payments over 6 years</i>
Penderlea VFD	15 portable 4 mobile	\$189,996.67	<i>Monthly payments over 6 years</i>
Rocky Point VFD	26 portable 6 mobile	\$292,570.49	<i>Monthly payments over 6 years</i>
Surf City FD/PD/EM	2 portable 5 mobile	\$53,620.28	<i>One payment</i>
Union Rescue	4 portable	\$20,619.16	<i>One payment</i>
Pender County Sheriff's Office	40 portable 1 mobile	\$237,149.60	<i>County funds</i>
Pender Emergency Management	32 portable 11 mobile	\$327,631.10	<i>County funds</i>
Totals	146 portable 44 mobile	\$1,456,427.15	<i>\$564,780.70 in direct county funds \$891,646.45 to be paid back</i>

Summary

Required to continue providing emergency response

Saves taxpayer dollars on interest & discount

Seeking approval of a BOA & PO in the amount of \$1,456,427.15 and approval for staff to execute a purchase agreement with each Town/Department participating in this purchase



Pender County Approval to adopt a FEMA Buyout Program policy

TO: BOCC
FROM: Patrick Buffkin
DATE: May 6, 2024
SUBJECT: Approval to adopt a FEMA Buyout Program policy

SUMMARY:

This policy aims to permit use of County owned properties acquired through the FEMA Buyout Program. It establishes a process for community members to request and obtain the County's authorization to enter upon, use, and maintain the properties and establishes a standardized selection process for granting such use in a prioritized fashion. This policy delegates authority to the County Manager to administer, in the case of single use requests, and to a Property Allocation Committee, in cases of multiple use requests. Upon granting use, the responsible party shall be required to apply with all deed restrictions and applicable laws required by FEMA and the County.

ACTION REQUESTED:

Adopt the proposed FEMA Buyout Program policy.

	<p style="text-align: center;">Pender County Government</p> <p style="text-align: center;">STANDARD PROCEDURE</p>
Subject: FEMA Buyout Program Policy	Effective Date: Upon approval
Prepared by: Corey Romero, Strategic Project Coordinator and Patrick Buffkin, Staff Attorney	Revised: n/a
Approved by: Board of Commissioners	Approval Date:
Chair's Signature:	# of Pages: 4

PURPOSE:

This policy provides for standardized processes for selecting and allowing the use of properties that were acquired by the County through the Federal Emergency Management Agency (FEMA) Buyout Program (“FEMA Buyout Properties”). This policy establishes a process for community members to request and obtain the County’s authorization to enter upon, use, and maintain the FEMA Buyout Properties, and a standardized internal process for determining which members of the community are granted authorization when multiple community members request it. This policy delegates authority to the County Manager to administer, in the case of single use requests, and to a Property Allocation Committee (PAC), in cases of multiple use requests, and requires the person authorized to use a FEMA Buyout Property to comply with all applicable laws and deed restrictions on the FEMA Buyout Properties. The objective of this policy is to ensure transparency, fairness, and efficiency in the decision to allow use of the FEMA Buyout Properties, reduce the burden on the County to maintain the FEMA Buyout Properties, and to promote the beneficial use of the FEMA Buyout Properties by adjoining property owners, home owners associations, and other interested community members.

DEFINITIONS:

“Board” means the Pender County Board of Commissioners.

“County” means Pender County, North Carolina.

“FEMA” means the Federal Emergency Management Agency of the U.S. Department of Homeland Security.

“FEMA Buyout Program” means FEMA’s Strategic Buyout Program aimed at acquiring properties located in flood-prone areas to mitigate future risks and damages.

“Property Allocation Committee (PAC)” means a committee established by the County tasked with determining who will be authorized to use the FEMA Buyout Properties, in cases

when multiple requests are submitted for the same property. The PAC shall be comprised of an Assistant County Manager, the Finance Director, and at least one other Director.

“FEMA Buyout Property” or “FEMA Buyout Properties” means County-owned real property that was acquired through the FEMA Buyout Program.

“HOA” means non-profit corporations that are organized as Home Owners Associations, Property Owner Associations, and like entities, within which a FEMA Buyout Property is located.

“Adjoining Owners” means any person or persons who has an interest in real property that shares a lot line or boundary with a FEMA Buyout Property.

“Deed Restrictions” means the restrictions on the use, sale, disposition, or acquisition of a FEMA Buyout Property that are included in a deed or other recorded instrument related to a FEMA Buyout Property.

“Right of Entry” means the right, privilege, and authority granted by the County to a person to enter upon and to make use of a FEMA Buyout Property.

“Director” means a County employee that works in a position with the title of director and serves as the manager of a County department.

ADMINISTRATION:

The County Manager shall be responsible for administering this policy. As more specifically identified in this policy, the County Manager shall have the authority to implement actions and make decisions in accordance with this policy. The County Manager may delegate authority to administer this policy to a qualified member of the County staff, but remains responsible for the oversight of the administration of this policy. The County Manager shall keep the Board apprised of requests received to use a FEMA Buyout Property, in accordance with this policy.

REQUEST FOR USE OF PROPERTY:

Any person desiring to make use of a FEMA Buyout Property may make a request to for use of a FEMA Buyout Property by submitting a written request to the County Manager’s Office. Each request for use of a FEMA Buyout Property shall include the name of the person submitting the request, the proposed use of the FEMA Buyout Property, a statement as to whether the property is within an HOA (and if so, identification of the name and contact information for the HOA), and a proposed plan for maintaining the property in compliance with the requirements of this policy. The request may include any other information that is helpful or necessary to the County’s consideration of the request. Upon receipt of a request for use of a FEMA Buyout Property, the Manager shall cause a notice of the request to be mailed to the property owners adjoining the FEMA Buyout Property relevant to the request and to the HOA in which the FEMA Buyout Property is located, if any, which notice shall include a short description of the proposed use and a prominent statement informing these persons that they may

submit a competing request to use the FEMA Buyout Property within twenty-one (21) days of the date that the notice was mailed.

PROCESSING OF REQUESTS TO GRANT PROPERTY USE:

At the end of the 21-day period of notice to adjoining property owners, the County Manager shall determine whether there is a single request to use a FEMA Buyout Property or if there are competing requests to use a FEMA Buyout Property. When there is a single request to use the FEMA Buyout Property, the County Manager shall proceed to formalize the agreement for use of the FEMA Buyout Property with the person who submitted the request.

When there are multiple requests to use a FEMA Buyout Property, the County Manager shall proceed to formalize the agreement for use of the FEMA Buyout Property in the following order of priority:

- (i) The HOA
- (ii) An Adjoining Owner
- (iii) Any other person who submitted a request.

When there are multiple Adjoining Owners who have submitted competing requests to use a FEMA Buyout Property, or when there are multiple other persons who submitted competing requests to use a FEMA Buyout Property, the County Manager shall convene the PAC to resolve the competing requests in accordance with this policy and based on a determination of which request furthers the purposes of this policy and promotes the health, safety and well fare of the County. In all cases, the PAC's decision shall be reviewed and approved by County Manager. The County Manager's decision shall be final and not subject to appeal or further review.

ELIGIBLE USES:

Consistent with the requirements of the FEMA Buyout Program and the Deed Restrictions, FEMA Buyout Properties may only be used, and requests for use may only be approved if the proposed use is one of the following:

- (i) Parks for outdoor recreational activities;
- (ii) Wetlands management;
- (iii) Nature reserves;
- (iv) Cultivation;
- (v) Grazing;
- (vi) Camping (except where adequate warning time is not available to allow evacuation);
- (vii) Unpaved parking lots;
- (viii) Storage of operable vehicles, including trailered watercrafts; provided that such vehicles and trailers must at all times display a current plate and registration

issued by the North Carolina Division of Motor Vehicles, North Carolina Wildlife Commission, or other state or federal agency.

- (ix) Buffer zones;
- (x) Other uses consistent with the FEMA Buyout Program and Deed Restrictions.

FORMAL AGREEMENT TO USE FEMA BUYOUT PROPERTY REQUIRED:

Prior to entering upon or making use of a FEMA Buyout Property, any person approved to use a FEMA Buyout Property shall sign a written agreement for the use of the FEMA Buyout Property. These agreements shall not convey an interest in land, but shall provide a right of entry or license that is subject to the following minimum requirements: the use of the FEMA Buyout Property shall at all times comply with the FEMA Buyout Program and the Deed Restrictions, the person using a FEMA Buyout Property must maintain the property by cutting grass and weeds to a height not to exceed an average height of twelve (12) inches and by excluding trespassers, and provide that the right of entry or license automatically terminates upon violation of these requirements. The County reserves the right to impose restrictions or conditions in good faith on the use of these properties as deemed necessary to ensure public safety, environmental protection, compliance with any applicable regulations (including the County Code of Ordinances), and to promote the public interest. Any changes in the use of allocated properties must be approved by the County.

RESTRICTIONS:

The County shall not consider requests to use a FEMA Buyout property that is in violation of law, the requirements of the FEMA Buyout Program, or the Deed Restrictions, including specifically that no structures or improvements shall be erected on the property other than:

1. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
2. A public rest room; or
3. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in the eligible uses section of this policy, and approved by FEMA and the County in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property shall be floodproofed or elevated to at least the base flood level plus (1) foot of freeboard or greater, if required by FEMA or if required by any State, Tribal or local ordinance, and in accordance with criteria established by the FEMA Administrator.

NONDISCRIMINATION CLAUSE:

The County shall adhere to all applicable federal, state, and local laws and regulations prohibiting discrimination in any aspect of property allocation and usage. Discrimination based on race, color, religion, sex, national origin, age, disability, or any other protected characteristic is strictly prohibited in all stages of the process.

Pender County FEMA Buyout Program Policy

Corey Romero,
Strategic Project Coordinator

Patrick Buffkin,
Staff Attorney



Agenda Overview

Page 7 of 19

- Description of the Buyout Program
- County Buyout Property Update
- Policy Overview
- How this helps the County
- Questions / Recommendations



What are Buyout Programs?

Page 8 of 19

- Grantees can use CDBG-DR funds to buy properties (commercial and residential) with the intent to demolish the structures and create:
 - Park amenities.
 - Open space
 - Flood storage/overflow areas.
- Especially effective in communities that have:
 - Endured multiple disasters.
 - Sustained severe damage and are high risk of additional disasters.



Reduce the impact of future disasters while encouraging revitalization efforts and public spaces.



Buyout Program Basics

Page 9 of 19

- Acquisition/purchase of property including residential, commercial, agricultural, or vacant - **must be “real property”**.
- Voluntary purchase of property to reduce risk of further damage for properties located in a floodplain or Disaster Risk Reduction Areas as defined in Action Plan.
- Acquisitions meeting the definition of “buyout” are subject to land use restrictions post-acquisition.



Deed Restriction Language

Page 10 of 19

Pender County imposes deed restrictions on these Properties that contain language specific to FEMA Guidelines and regulations.

“The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space”.

“Structures. **No new structures or improvements shall be erected on the Property other than:**

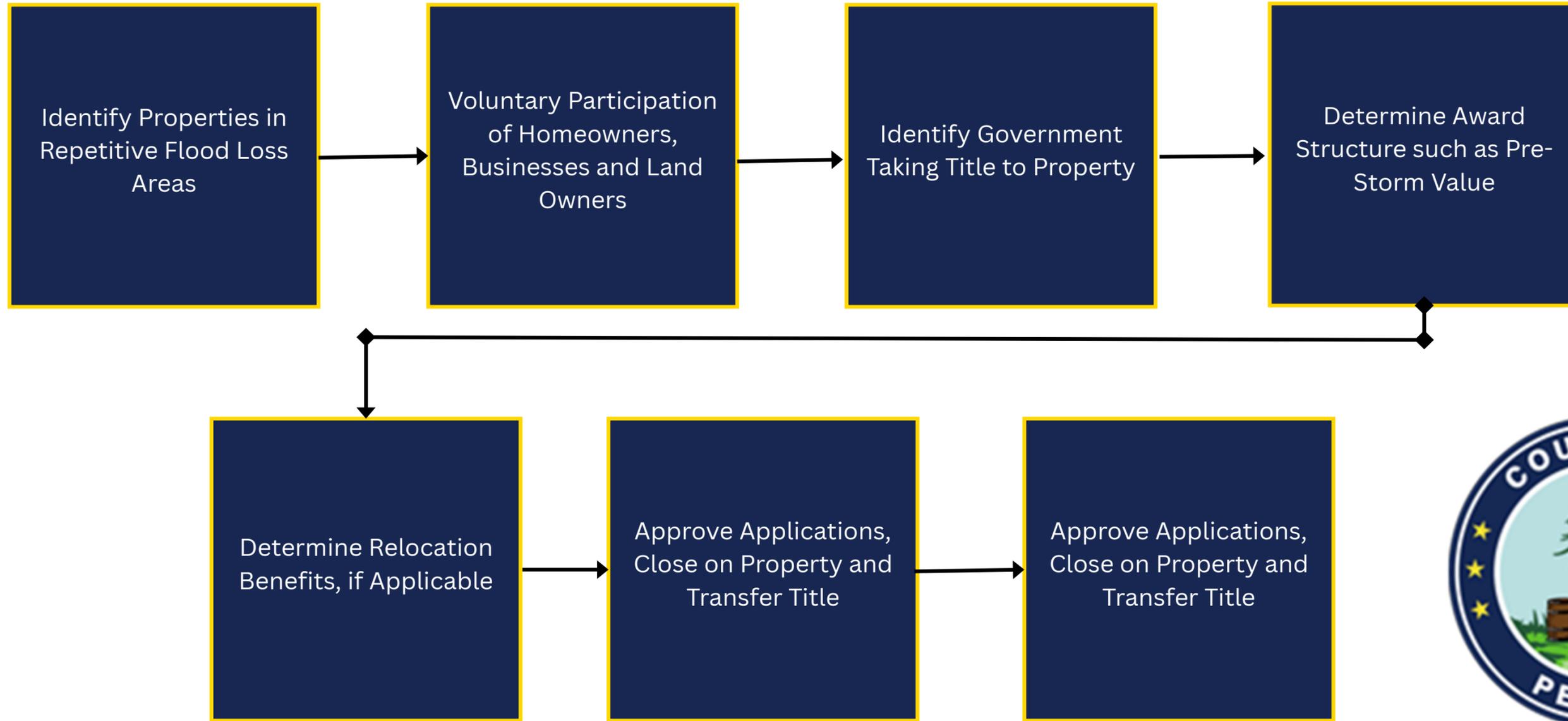
- **A public facility that is open on all sides and functionally related to a designated open space or recreational use;**
- **A public rest room; or**
- **A structure that is compatible with open space and conserves the natural function of the floodplain and approved by the FEMA administrator in writing before construction of the structure begins.”**

“Any improvements on the Property shall be in accordance with proper floodplain management policies and practices”.



Typical Buyout Program Process Flow

Page 11 of 19



County Property Updates

Page 12 of 19

Pender County has acquired over 140 properties through the FEMA Buyout Program since the 1990s.

- Total Acreage:
 - >278 acres
- Status of properties:
 - Ultimately unmaintained
 - Vacant



Challenges with Current Procedure

Page 13 of 19

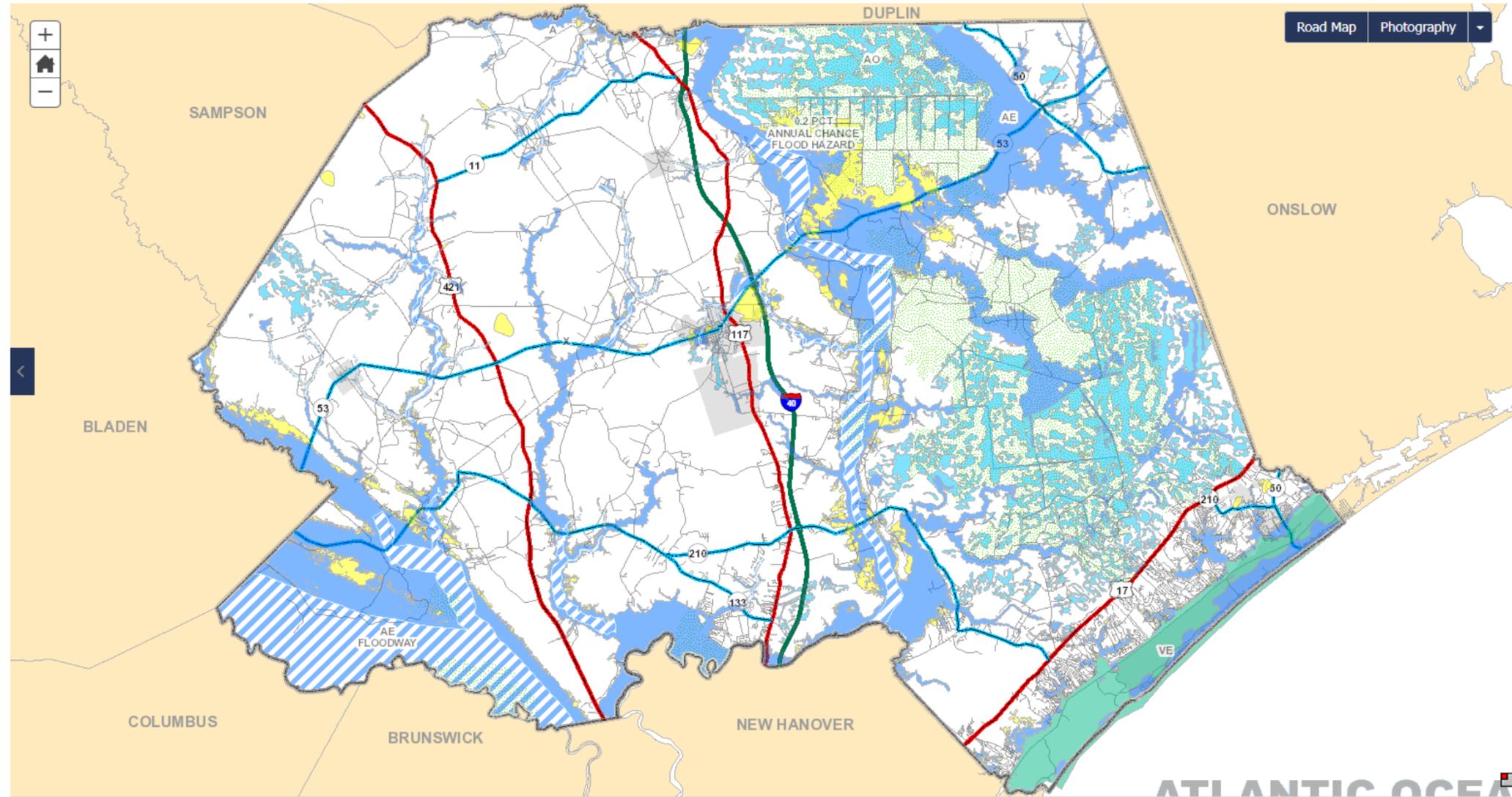
- Inefficient use of County Resources
 - Personnel
 - Time
 - Equipment
- Lack of Maintenance
- Limited ability to check on these properties.
 - Issues with un-authorized land use and trespassing.

Pender County does not have the resources available to maintain and monitor properties on a consistent basis.



County Flood Zones

Page 14 of 19

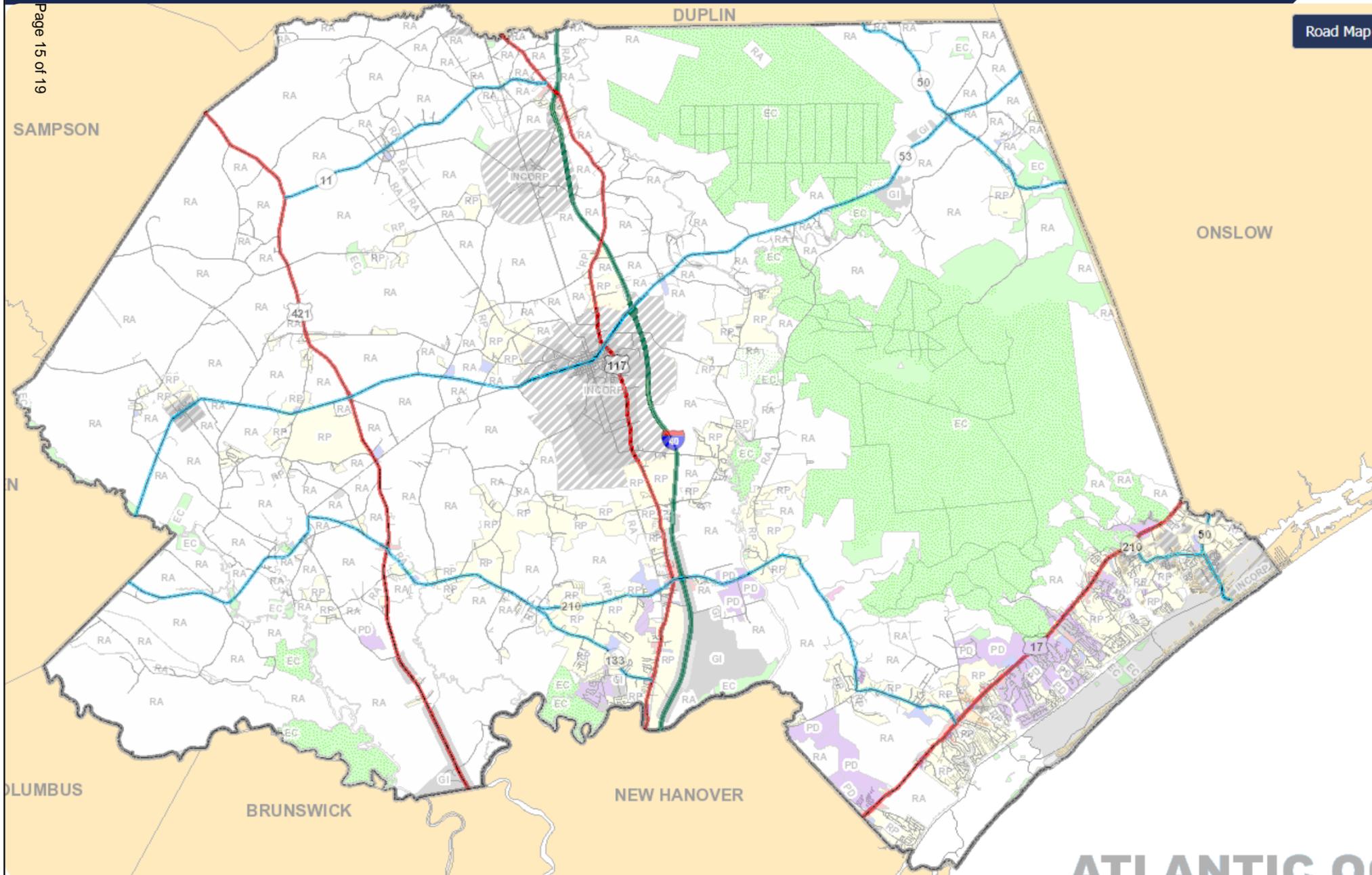


Flood Zones - PRELIMINARY

- 0.2 PCT ANNUAL CHANCE
- A
- AE
- AEFW
- AO
- VE



County Zoning Map



Pender County Zoning

- CZ-1
- CZ-4
- CZ-2
- CZ-3
- EC
- GB
- GB-CD1
- GB-CD2
- GB-CD3
- GB-CD4
- GI
- INCORP
- IT
- IT-CD1
- MH
- O&I
- O&I-CD1
- OI-CD2
- PD
- PD-CD1
- RA
- RA-CD 2
- RA-CD1
- RM
- RM-CD1
- RM-CD2
- RM-CD4
- RP

Policy Overview

Page 16 of 19

- Policy Objective
 - Ensure transparency, fairness, and efficiency in the decision to allow the use of these properties
 - Reduce the burden on the County to maintain them.
- Establish a process for community members to request and obtain County authorization to:
 - Enter upon
 - Use
 - Maintain
- Delegates authority to the County Manager for single use requests.

New policy will require the person authorized to use the property to comply with all applicable laws and deed restrictions.



Policy Overview

Page 17 of 19

- Multiple Use Requests:
 - Establishment of a Property Allocation Committee (PAC) to be used in cases of multiple requests.
 - When there are multiple requests to use a property, the County Manager shall formalize the agreement for use of the property in the following order of priority:
 - The HOA
 - An adjoining owner
 - Any other person who submitted a request.



In cases of multiple competing requests, the County Manager will convene the PAC to review and grant use of the FEMA Buyout Property.



How does this Policy Benefit the County?

Page 18 of 19

- By adopting a formalized selection process to permit the use of FEMA Buyout Properties, the County's burden to maintain and monitor these properties will decrease.
- Saves County
 - Time
 - Personnel
 - Equipment
- Helps to prevent the misuse of property such as trespassing, squatters, etc.



Questions/Recommendations:

Page 19 of 19





**Pender County
Approval of BOA & PO Increase to
Bordeaux Construction for BOE Request
Regarding New K-8 School Bond Project**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: May 6, 2024
SUBJECT: Approval of BOA & PO Increase to Bordeaux Construction for BOE Request Regarding New K-8 School Bond Project

SUMMARY:

Please see summary letter attached regarding the request from Pender County Schools to proceed with Phase I Early Site Development Package for \$17,005,000 to Bordeaux Construction. This is the next phase of this project and the attached budget amendment will allow them to proceed once approved. We are also requesting an increase in the related purchase order #429 to Bordeaux Construction for this Phase I work.

ACTION REQUESTED:

Approval of BOA & PO Increase to Bordeaux Construction for BOE Request Regarding New K-8 School Bond Project

Pender County Finance Department
P.O. Box 1578
Burgaw, North Carolina 28425



Finance Director
Margaret C. Blue
(910) 259-1407
mblue@pendercountync.gov

May 6th, 2024

TO: Board of County Commissioners

FROM: Meg Blue, Pender County Finance Director

RE: Pender County Schools Request to Cashflow Phase 1 of K-8 School Early Site Package - \$17,005,000

The County Manager and I met with Mr. Michael Taylor, Chief Operating Officer for Pender County Schools to discuss the critical path items in the construction timeline for the K-8 School site as the first major project of the 2023 School Bonds authorized. The total cost of this project is estimated to be around \$129 million funded by bonds scheduled to be sold in late October 2024. Currently, the County is cash flowing the roughly \$5 million design phase of this Design-Build project and paying the invoices directly to Bordeaux Construction once the Board of Education has approved them in their public meetings.

The current request is to continue to cash flow the Phase 1 Early Site Package estimated at roughly \$17,005,000 in order to proceed hastily with the necessary site work to maintain their required completion date. This would mean that Pender County would up-front around \$22 million in cash to be recovered once bonds are sold in October 2024. This would be offset by a receivable for bond proceeds, so it would not have as significant an impact on overall fund balance, however it would temporarily restrict a significant portion of the "available" fund balance as calculated and used to compare Pender County to County peer groups, and decreased liquidity at the end of the year. Pender County cash balances allow for this type of flexibility because we maintain reserves for major needs such as this as they arise.

This request from Pender County Schools is driven by the dire need for adherence to their timeline and to meet the rapidly approaching deadline for temporary suspension of environmental activity due to the mating/nesting seasons of endangered species noted to have conducive habitat on the property. It has been noted that if this doesn't proceed the timeline could be in jeopardy because it would mean waiting until October to begin site work, rather than proceeding in May/June timeframe.

Please let us know how to proceed and we will make arrangements accordingly.

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

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



Pender County Budget Ordinance Amendment

Fiscal Year **FY 2023-2024**

Department **VARIOUS**

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	Gen Fund Bal Appropriated	17005000.00
2	631000-399003	Trans from GF/FB	17005000.00
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-409007	Trans to Pub Sch Capital Fund	17005000.00
2	631000-404500	Contract Services	17005000.00
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 34010000

Total Expenditures 34010000

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email amiller@pendercountync.gov



Pender County Appointment to the Advisory Board of Health

TO: Board of County Commissioners
FROM: Lexi Stanfield
DATE: May 6, 2024
SUBJECT: Appointment to the Advisory Board of Health

SUMMARY:

Brandy Watts has applied to be on the Advisory Board of Health as a public member. Ms. Watts is currently employed as the RN Unit Manager at The Laurens of Pender. She is a lifelong Pender County resident and has a desire to serve her community. Typically, the Public Member position is filled by a non-professional citizen however, the clerk has advertised the position for six weeks and has not received any responses in addition to Ms. Watts. Should the Board vote to approve Ms. Watts' application, her term would begin on May 6, 2024, and expire on April 30, 2027.

ACTION REQUESTED:

Consideration to approve the application for the Advisory Board of Health.

ATTACHMENTS:

Brandy Watts' 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 Watts			First Brandy			M.I. L		Date 01-16-2024	
Physical Address 789 Arvida Spur Road						Apartment/Unit #			
City Rocky Point			State North Carolina			ZIP 28457			
Mailing Address (if different from above) 789 Arvida Spur Road									
City Rocky Point			State North Carolina			ZIP 28457			
Home Phone (910) 231-8190			Work Phone			E-mail Address 1 blwatts789@gmail.com			
Fax Number						E-mail Address 2			
Board Interest(s) Advisory Board of Health, Tourism Development Authority Board									
How long have you been a resident of Pender County? 36									
EDUCATION									
High School Heide Trask Senior High School				Location Rocky Point North Carolina					
From	2002	To	2005	Did you graduate?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Diploma		
College Fayetteville State University				Location Fayetteville North Carolina					
From	2018	To	2021	Did you graduate?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Degree Bachelors Degree		
Other				Location					
From		To		Did you graduate?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Degree		
EMPLOYMENT HISTORY									
Current Employment		The Laurels of Pender				Job Title RN Unit Manager			
Responsibilities		Manager of long term care unit							
Previous Employment						Job Title			
Previous Employment						Job Title			
Previous Employment						Job Title			
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held: I currently hold no office in the community									

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 lived in Pender county my whole life and it's where my heart is. I work and live in Pender county because I choose to serve my community and truly want to see others around me thriving. I'd like to move forward and volunteer on some boards to further serve my community.

MILITARY SERVICE			
Branch None	From	To	
Rank at Discharge	Type of Discharge (optional)		

CONFLICTS OF INTEREST		
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?		
YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If yes, explain.

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?		
YES <input 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.
 -

DISCLAIMER AND SIGNATURE	
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.	
Signature	Date



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Anthony Colon
DATE: May 6, 2024
SUBJECT: Approval for Purchase Order for Maple Hill Wastewater Treatment Plant Office Building Construction to Clydesdale Project Handlers Inc. for \$123,162.82

SUMMARY:

As you may recall, our initial plan to acquire a modular home for the plant faced hurdles due to non-compliance with North Carolina's commercial building code. However, I am pleased to inform you that we have swiftly pivoted to an alternative solution that promises to better meet our needs.

After careful consideration and evaluation, we have decided to proceed with the construction of a purpose-built office facility on-site. This facility will feature essential amenities including a full bathroom, office space, meeting room, and kitchen, all seamlessly integrated on a robust concrete slab foundation.

In our pursuit of excellence, we meticulously sourced construction quotes and diligently evaluated each option. I am pleased to announce that Clydesdale Project Handlers Inc. has emerged as the lowest bidder, offering their services for a total of \$123,162.82.

While this proposed cost slightly exceeds our initially allocated budget, which stood at \$120,000 for the fiscal year 2024, I am confident in our ability to manage our resources effectively and ensure the successful completion of this crucial infrastructure project.

To facilitate the construction process, we will be utilizing funds from account 073-407400.

ACTION REQUESTED:

Approval for Purchase Order for Maple Hill Wastewater Treatment Plant Office Building Construction to Clydesdale Project Handlers Inc. for \$123,162.82

ATTACHMENTS:

Bid documents

Maple Hill WWTP condition/layout presentation

Maple Hill Wastewater Treatment Plant



Current Building

Page 4 of 31

This building is used as storage, an office, and protection from the elements.





Storage

Office



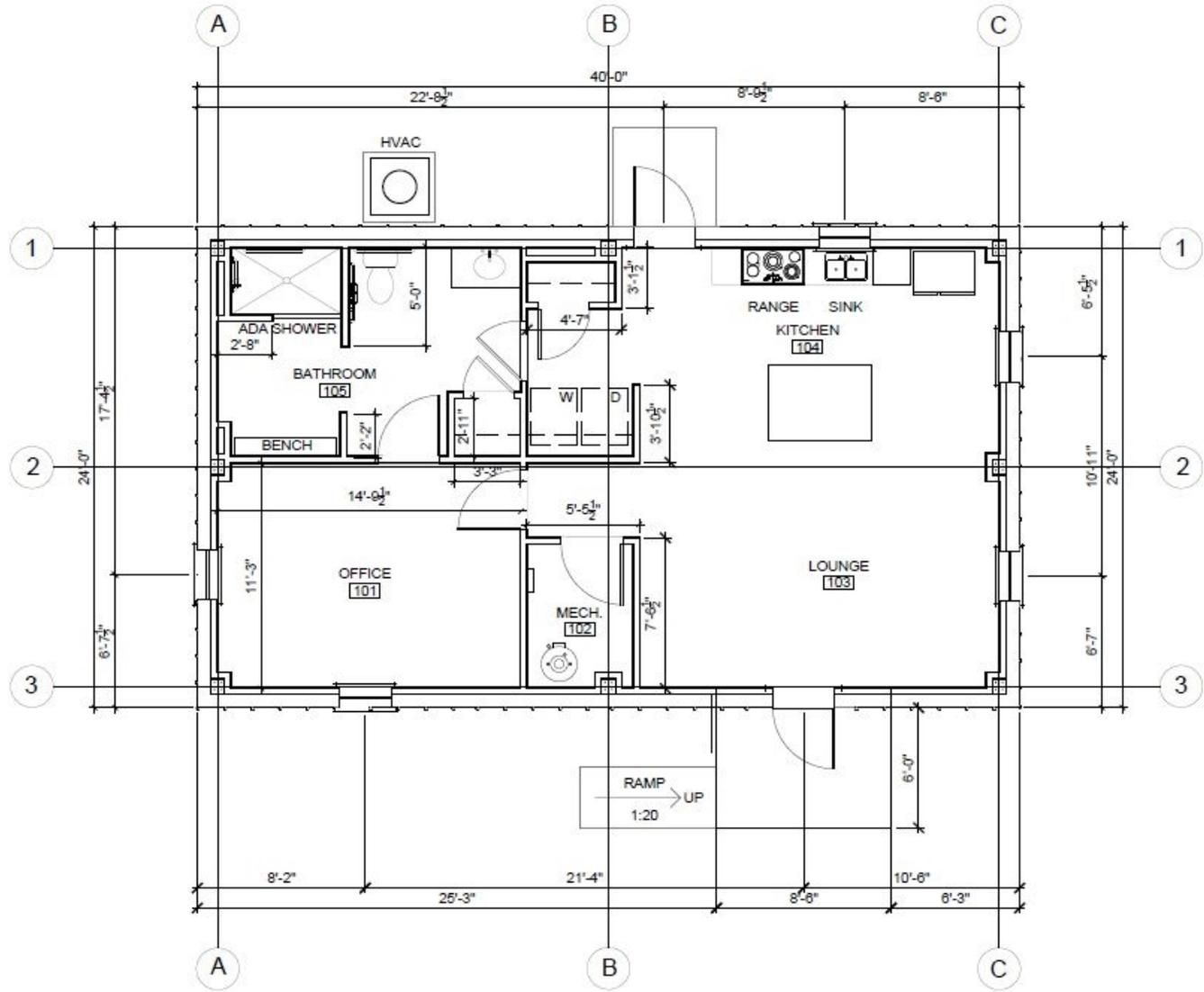
Page 6 of 31

Rent-A-John

The only restroom at the Plant

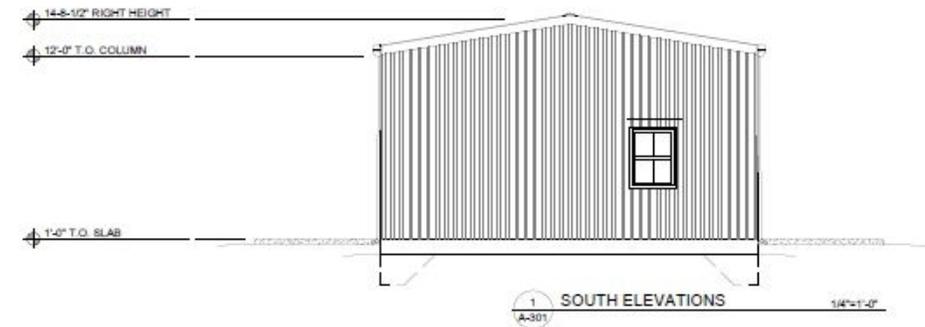
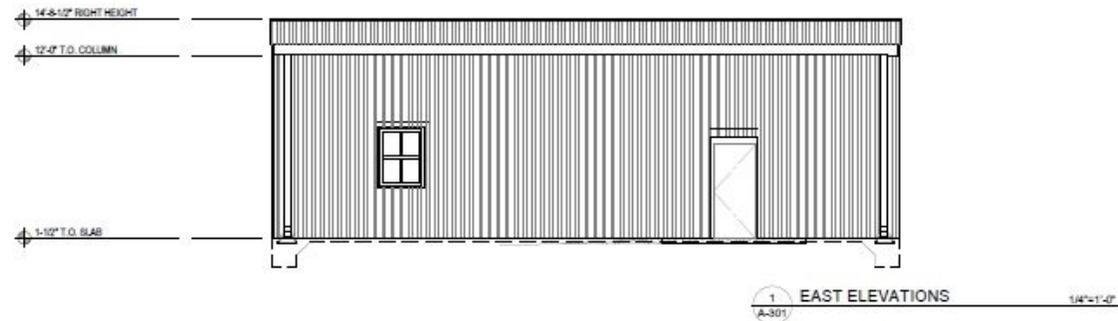
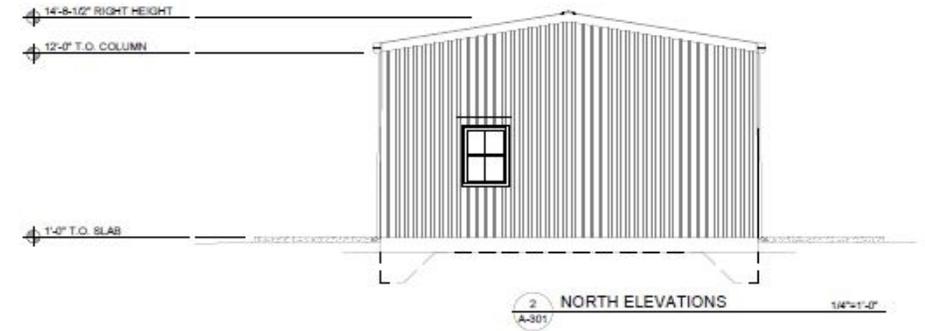
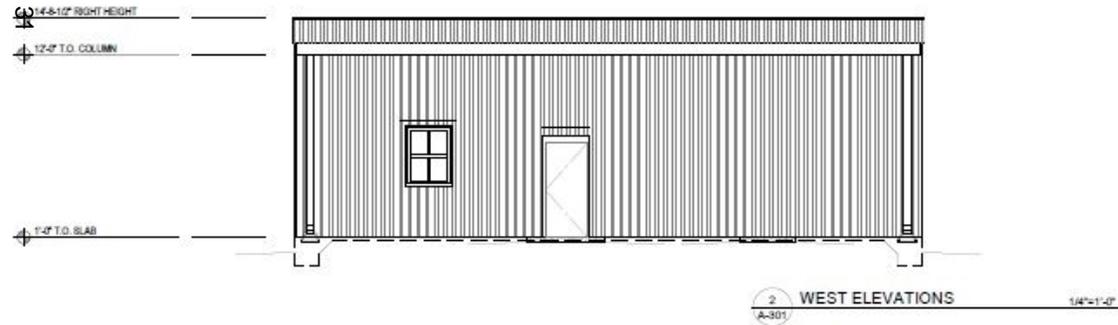


Building Plans for the new office



Outside of the building

Page 8 of 34



Approximate location of new building (not to scale)

Page 9 of 31



Clydesdale Project Handlers Inc.

Client: Pender County Utilities
Property: 605 Fremond St.
Burgaw, NC 28425
Business: 605 E Fremont Street
Burgaw, NC 28425

Operator: MMPROSCH

Estimator: Michael
Company: Clydesdale Project Handelters

Business: (910) 616-9213
E-mail: mmproschoice18@gmail.
com

Type of Estimate: Other

Date Entered: 3/25/2024

Date Assigned: 3/28/2024

Price List: NCWI8X_JAN24
Labor Efficiency: New Construction
Estimate: 2023-12-17-0932

Clydesdale Project Handlers Inc.

2023-12-17-0932

Main Level

Exterior	Height: 4"
DESCRIPTION	QTY
1. Concrete floor - 4" slab on grade	837.84 LF
2. Handrail - Steel pipe - Floor mounted - 4 rail	25.00 LF
3. Concrete ramp slab on grade	100.00 SF
4. Metal Structures & Components (Agreed Price)	1.00 EA
5. Gutter / downspout - box - aluminum - 6"	120.17 LF

General	QTY
DESCRIPTION	QTY
6. Electrical (Bid Item)	1.00 EA
7. Heat, Vent, & Air Conditioning (Bid Item)	1.00 EA
8. Plumbing (Bid Item)	1.00 EA
9. Commercial Supervision / Project Management - per hour	35.00 HR
10. General Laborer - per hour	40.00 HR
11. Dumpster load - Approx. 20 yards, 4 tons of debris	2.00 EA
12. Architectural/Drafting fees (Bid Item)	1.00 EA

Office	Height: 10'
DESCRIPTION	QTY
13. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
14. Header - double 2" x 12"	3.00 LF
15. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
16. 5/8" drywall - hung, taped, floated, ready for paint	513.33 SF
17. Baseboard - 3 1/4" stain grade	51.33 LF
18. Base shoe - stain grade	51.33 LF
19. Window trim set (casing & stop)	48.00 LF
20. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
21. Seal/prime then paint the walls twice (3 coats)	513.33 SF
22. Seal & paint baseboard, oversized - three coats	51.33 LF
23. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
24. Vinyl plank flooring - Standard grade	161.02 SF
25. Door knob - interior	1.00 EA
26. Final cleaning - construction	161.02 SF
27. Light fixture	1.00 EA

Clydesdale Project Handlers Inc.

mechanical	Height: 10'
DESCRIPTION	QTY
28. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
29. Header - double 2" x 12"	3.00 LF
30. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
31. 5/8" drywall - hung, taped, floated, ready for paint	251.94 SF
32. Baseboard - 3 1/4" stain grade	25.19 LF
33. Base shoe - stain grade	25.19 LF
34. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
35. Seal/prime then paint the walls twice (3 coats)	251.94 SF
36. Seal & paint baseboard, oversized - three coats	25.19 LF
37. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
38. Vinyl plank flooring - Standard grade	38.92 SF
39. Door knob - interior	1.00 EA
40. Final cleaning - construction	38.92 SF
41. Light fixture	1.00 EA

shower locker room	Height: 10'
DESCRIPTION	QTY
42. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	20.00 LF
43. 2" x 4" x 116 5/8" pre-cut stud (for 10' wall, mat only)	15.00 EA
44. Header - double 2" x 12"	3.00 LF
45. 5/8" drywall - hung, taped, floated, ready for paint	358.60 SF
46. Baseboard - 3 1/4" stain grade	35.86 LF
47. Base shoe - stain grade	35.86 LF
48. Vanity	4.00 LF
49. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
50. Seal/prime then paint the surface area twice (3 coats)	358.60 SF
51. Seal & paint baseboard, oversized - three coats	35.86 LF
52. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
53. Tile floor covering - Standard grade	160.00 SF
54. Door knob - interior	1.00 EA
55. Floor drain - PVC - 2" to 4"	1.00 EA
56. Tub/shower faucet	1.00 EA
57. Shower base (cultured marble)	1.00 EA
58. Toilet - High grade	1.00 EA
59. Mirror Installer	10.00 HR
60. Tile shower - 121 to 150 SF - High grade	1.00 EA
61. Light fixture - wall sconce	2.00 EA
62. Shower curtain rod	1.00 EA
63. Remove Water supply line - PEX with fitting and hanger, 3/8"	1.00 LF
64. P-trap assembly - Acid waste piping (PVDF)	1.00 EA
65. Sink faucet - Bathroom	1.00 EA
66. Water supply line - PEX with fitting and hanger, 3/8"	1.00 LF
67. Final cleaning - construction	71.77 SF

Clydesdale Project Handlers Inc.

Storage Area/Room	Height: Sloped
DESCRIPTION	QTY
68. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
69. Header - double 2" x 12"	3.00 LF
70. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
71. 5/8" drywall - hung, taped, floated, ready for paint	123.06 SF
72. Baseboard - 3 1/4" stain grade	12.31 LF
73. Base shoe - stain grade	12.31 LF
74. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
75. Seal/prime then paint the walls twice (3 coats)	123.06 SF
76. Seal & paint baseboard, oversized - three coats	12.31 LF
77. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
78. Vinyl plank flooring - Standard grade	9.44 SF
79. Door knob - interior	1.00 EA
80. Final cleaning - construction	9.44 SF
81. Light fixture	1.00 EA

Bathroom	Height: 10'
DESCRIPTION	QTY
82. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
83. Header - double 2" x 12"	3.00 LF
84. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
85. 5/8" drywall - hung, taped, floated, ready for paint	409.73 SF
86. Baseboard - 3 1/4" stain grade	40.97 LF
87. Base shoe - stain grade	40.97 LF
88. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
89. Seal/prime then paint the walls twice (3 coats)	409.73 SF
90. Seal & paint baseboard, oversized - three coats	40.97 LF
91. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
92. Vinyl plank flooring - Standard grade	89.94 SF
93. Door knob - interior	1.00 EA
94. Final cleaning - construction	89.94 SF
95. Light fixture	1.00 EA

Closet	Height: 10'
DESCRIPTION	QTY
96. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
97. Header - double 2" x 12"	3.00 LF
98. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
99. 5/8" drywall - hung, taped, floated, ready for paint	133.60 SF
100. Baseboard - 3 1/4" stain grade	13.36 LF
101. Base shoe - stain grade	13.36 LF
102. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
103. Seal/prime then paint the walls twice (3 coats)	133.60 SF

2023-12-17-0932

4/8/2024

Page: 4

Clydesdale Project Handlers Inc.

CONTINUED - Closet

DESCRIPTION	QTY
104. Seal & paint baseboard, oversized - three coats	13.36 LF
105. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
106. Vinyl plank flooring - Standard grade	10.30 SF
107. Door knob - interior	1.00 EA
108. Final cleaning - construction	10.30 SF
109. Light fixture	1.00 EA

Utility Room	Height: 10'
DESCRIPTION	QTY
110. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
111. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
112. 5/8" drywall - hung, taped, floated, ready for paint	134.31 SF
113. Baseboard - 3 1/4" stain grade	13.43 LF
114. Base shoe - stain grade	13.43 LF
115. Window trim set (casing & stop)	48.00 LF
116. Seal/prime then paint the walls twice (3 coats)	134.31 SF
117. Seal & paint baseboard, oversized - three coats	13.43 LF
118. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
119. Vinyl plank flooring - Standard grade	21.74 SF
120. Final cleaning - construction	21.74 SF
121. Light fixture	1.00 EA

multipurpose	Height: 10'
DESCRIPTION	QTY
122. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
123. Header - double 2" x 12"	3.00 LF
124. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
125. 5/8" drywall - hung, taped, floated, ready for paint	1,009.57 SF
126. Baseboard - 3 1/4" stain grade	100.96 LF
127. Base shoe - stain grade	100.96 LF
128. Window trim set (casing & stop)	48.00 LF
129. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
130. Seal/prime then paint the walls twice (3 coats)	1,009.57 SF
131. Seal & paint baseboard, oversized - three coats	100.96 LF
132. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
133. Vinyl plank flooring - Standard grade	485.29 SF
134. Door knob - interior	1.00 EA
135. Final cleaning - construction	485.29 SF
136. Light fixture	1.00 EA

2023-12-17-0932

4/8/2024

Page: 5

Clydesdale Project Handlers Inc.

CONTINUED - multipurpose

DESCRIPTION	QTY
137. Cabinetry - upper (wall) units	12.00 LF
138. Cabinetry - lower (base) units	12.00 LF
139. Countertop - flat laid laminate - laminate only - Stnd. gr	12.00 LF
140. Water supply line - PEX with fitting and hanger, 3/8"	20.00 LF
141. P-trap assembly - Acid waste piping (PVDF)	1.00 EA
142. Sink faucet - Kitchen	1.00 EA
143. Sink - double - High	1.00 EA
144. Water supply line - PEX with fitting and hanger, 3/8"	1.00 LF

Labor Minimums Applied

DESCRIPTION	QTY
145. Finish hardware labor minimum	1.00 EA
146. Metal building labor minimum	1.00 EA

Grand Total \$123,162.82

Michael

Grand Total Areas:

3,027.81 SF Walls	1,726.26 SF Ceiling	4,754.07 SF Walls and Ceiling
1,726.26 SF Floor	191.81 SY Flooring	418.94 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	418.94 LF Ceil. Perimeter
1,726.26 Floor Area	1,838.67 Total Area	3,081.41 Interior Wall Area
2,628.54 Exterior Wall Area	468.97 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

United Restoration Services

Client: Pender County Utilities
Property: 605 Fremond St.
Burgaw, NC 28425
Business: 605 E Fremont Street
Burgaw, NC 28425

Operator: MMPROSCH

Estimator: MiKE Jarosewicz
Business: 708 WINDSWEPT PL
Wilmington , NC 28505

Business: (850) 259-1906

Type of Estimate: Other

Date Entered: 3/25/2024

Date Assigned: 3/28/2024

Price List: NCW18X_JAN24
Labor Efficiency: New Construction
Estimate: 2023-12-17-0932-1

United Restoration Services

2023-12-17-0932-1

Main Level

DESCRIPTION	Height: 10'
DESCRIPTION	QTY
1. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
2. Header - double 2" x 12"	3.00 LF
3. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
4. 5/8" drywall - hung, taped, floated, ready for paint	1,009.57 SF
5. Baseboard - 3 1/4" stain grade	100.96 LF
6. Base shoe - stain grade	100.96 LF
7. Window trim set (casing & stop)	48.00 LF
8. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
9. Seal/prime then paint the walls twice (3 coats)	1,009.57 SF
10. Seal & paint baseboard, oversized - three coats	100.96 LF
11. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
12. Vinyl plank flooring - High grade	485.29 SF
13. Door knob - interior	1.00 EA
14. Final cleaning - construction	485.29 SF
15. Light fixture	1.00 EA
16. Cabinetry - upper (wall) units	12.00 LF
17. Cabinetry - lower (base) units	12.00 LF
18. Countertop - flat laid laminate - laminate only - Stnd. gr	12.00 LF
19. Water supply line - PEX with fitting and hanger, 3/8"	20.00 LF
20. P-trap assembly - Acid waste piping (PVDF)	1.00 EA
21. Sink faucet - Kitchen	1.00 EA
22. Sink - double - High	1.00 EA
23. Water supply line - PEX with fitting and hanger, 3/8"	1.00 LF

DESCRIPTION	Height: 10'
DESCRIPTION	QTY
24. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
25. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
26. 5/8" drywall - hung, taped, floated, ready for paint	134.31 SF
27. Baseboard - 3 1/4" stain grade	13.43 LF
28. Base shoe - stain grade	13.43 LF
29. Window trim set (casing & stop)	48.00 LF
30. Seal/prime then paint the walls twice (3 coats)	134.31 SF
31. Seal & paint baseboard, oversized - three coats	13.43 LF
32. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
33. Vinyl plank flooring - High grade	21.74 SF
34. Final cleaning - construction	21.74 SF
35. Light fixture	1.00 EA

United Restoration Services

Office	Height: 10'
DESCRIPTION	QTY
36. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
37. Header - double 2" x 12"	3.00 LF
38. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
39. 5/8" drywall - hung, taped, floated, ready for paint	513.33 SF
40. Baseboard - 3 1/4" stain grade	51.33 LF
41. Base shoe - stain grade	51.33 LF
42. Window trim set (casing & stop)	48.00 LF
43. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
44. Seal/prime then paint the walls twice (3 coats)	513.33 SF
45. Seal & paint baseboard, oversized - three coats	51.33 LF
46. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
47. Vinyl plank flooring - High grade	161.02 SF
48. Door knob - interior	1.00 EA
49. Final cleaning - construction	161.02 SF
50. Light fixture	1.00 EA

mechanical	Height: 10'
DESCRIPTION	QTY
51. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
52. Header - double 2" x 12"	3.00 LF
53. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
54. 5/8" drywall - hung, taped, floated, ready for paint	251.94 SF
55. Baseboard - 3 1/4" stain grade	25.19 LF
56. Base shoe - stain grade	25.19 LF
57. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
58. Seal/prime then paint the walls twice (3 coats)	251.94 SF
59. Seal & paint baseboard, oversized - three coats	25.19 LF
60. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
61. Vinyl plank flooring - High grade	38.92 SF
62. Door knob - interior	1.00 EA
63. Final cleaning - construction	38.92 SF
64. Light fixture	1.00 EA

shower locker room	Height: 10'
DESCRIPTION	QTY
65. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	20.00 LF
66. 2" x 4" x 116 5/8" pre-cut stud (for 10' wall, mat only)	15.00 EA
67. Header - double 2" x 12"	3.00 LF
68. 5/8" drywall - hung, taped, floated, ready for paint	358.60 SF
69. Baseboard - 3 1/4" stain grade	35.86 LF
70. Base shoe - stain grade	35.86 LF
71. Vanity	4.00 LF

2023-12-17-0932-1

4/11/2024

Page: 3

United Restoration Services

CONTINUED - shower locker room

DESCRIPTION	QTY
72. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
73. Seal/prime then paint the surface area twice (3 coats)	358.60 SF
74. Seal & paint baseboard, oversized - three coats	35.86 LF
75. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
76. Tile floor covering - Standard grade	160.00 SF
77. Door knob - interior	1.00 EA
78. Floor drain - PVC - 2" to 4"	1.00 EA
79. Tub/shower faucet	1.00 EA
80. Shower base (cultured marble)	1.00 EA
81. Toilet - High grade	1.00 EA
82. Mirror Installer	10.00 HR
83. Tile shower - 121 to 150 SF - High grade	1.00 EA
84. Light fixture - wall sconce	2.00 EA
85. Shower curtain rod	1.00 EA
86. Remove Water supply line - PEX with fitting and hanger, 3/8"	1.00 LF
87. P-trap assembly - Acid waste piping (PVDF)	1.00 EA
88. Sink faucet - Bathroom	1.00 EA
89. Water supply line - PEX with fitting and hanger, 3/8"	1.00 LF
90. Final cleaning - construction	71.77 SF

DESCRIPTION	QTY	Height: Sloped
91. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF	
92. Header - double 2" x 12"	3.00 LF	
93. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA	
94. 5/8" drywall - hung, taped, floated, ready for paint	123.06 SF	
95. Baseboard - 3 1/4" stain grade	12.31 LF	
96. Base shoe - stain grade	12.31 LF	
97. Interior door - solid alder - paneled - pre-hung unit	1.00 EA	
98. Seal/prime then paint the walls twice (3 coats)	123.06 SF	
99. Seal & paint baseboard, oversized - three coats	12.31 LF	
100. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA	
101. Vinyl plank flooring - High grade	9.44 SF	
102. Door knob - interior	1.00 EA	
103. Final cleaning - construction	9.44 SF	
104. Light fixture	1.00 EA	

DESCRIPTION	QTY	Height: 10'
--------------------	------------	--------------------

United Restoration Services

CONTINUED - Bathroom

DESCRIPTION	QTY
105. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
106. Header - double 2" x 12"	3.00 LF
107. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
108. 5/8" drywall - hung, taped, floated, ready for paint	409.73 SF
109. Baseboard - 3 1/4" stain grade	40.97 LF
110. Base shoe - stain grade	40.97 LF
111. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
112. Seal/prime then paint the walls twice (3 coats)	409.73 SF
113. Seal & paint baseboard, oversized - three coats	40.97 LF
114. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
115. Vinyl plank flooring - High grade	89.94 SF
116. Door knob - interior	1.00 EA
117. Final cleaning - construction	89.94 SF
118. Light fixture	1.00 EA

DESCRIPTION	QTY	Height: 10'
119. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF	
120. Header - double 2" x 12"	3.00 LF	
121. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA	
122. 5/8" drywall - hung, taped, floated, ready for paint	133.60 SF	
123. Baseboard - 3 1/4" stain grade	13.36 LF	
124. Base shoe - stain grade	13.36 LF	
125. Interior door - solid alder - paneled - pre-hung unit	1.00 EA	
126. Seal/prime then paint the walls twice (3 coats)	133.60 SF	
127. Seal & paint baseboard, oversized - three coats	13.36 LF	
128. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA	
129. Vinyl plank flooring - High grade	10.30 SF	
130. Door knob - interior	1.00 EA	
131. Final cleaning - construction	10.30 SF	
132. Light fixture	1.00 EA	

DESCRIPTION	QTY	Height: 4"
133. Concrete floor - 4" slab on grade	837.84 LF	
134. Handrail - Steel pipe - Floor mounted - 4 rail	25.00 LF	
135. Concrete ramp slab on grade	100.00 SF	
136. Metal Structures & Components (Agreed Price)	1.00 EA	

United Restoration Services

General

DESCRIPTION	QTY
137. Electrical (Bid Item)	1.00 EA
138. Heat, Vent, & Air Conditioning (Bid Item)	1.00 EA
139. Plumbing (Bid Item)	1.00 EA
140. Commercial Supervision / Project Management - per hour	55.00 HR
141. General Laborer - per hour	60.00 HR
142. Dumpster load - Approx. 20 yards, 4 tons of debris	3.00 EA
143. Architectural/Drafting fees (Bid Item)	1.00 EA

Labor Minimums Applied

DESCRIPTION	QTY
144. Finish hardware labor minimum	1.00 EA
145. Metal building labor minimum	1.00 EA

Grand Total \$146,079.76

MiKE Jarosewicz

Grand Total Areas:

3,027.81 SF Walls	1,726.26 SF Ceiling	4,754.07 SF Walls and Ceiling
1,726.26 SF Floor	191.81 SY Flooring	418.94 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	418.94 LF Ceil. Perimeter
1,726.26 Floor Area	1,838.67 Total Area	3,081.41 Interior Wall Area
2,628.54 Exterior Wall Area	468.97 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

United American Contractors, Inc.

201 Cherokee Trail
Wilmington, NC 28409
910-616-7403

Client: Pender County Utilities
Business: 605 E Fremont Street
Burgaw, NC 28425

Operator: ANTHONYG

Estimator: Anthony Gentile Jr
Company: United American Contractors, Inc.
Business: 201 Cherokee Trail
Wilmington, NC 28409

Business: (910) 616-9211
E-mail: unitedamerican76@gmail.
com

Type of Estimate: Other
Date Entered: 4/2/2024

Price List: NCW18X_JAN24
Labor Efficiency: New Construction
Estimate: PENDER-COUNTY

United American Contractors, Inc.

201 Cherokee Trail
Wilmington, NC 28409
910-616-7403

PENDER-COUNTY

General

DESCRIPTION	QTY
1. Electrical	1.00 EA
2. Heat, Vent, & Air Conditioning	1.00 EA
3. Plumbing	1.00 EA
4. Commercial Supervision / Project Management - per hour	35.00 HR
5. General Laborer - per hour	40.00 HR
6. Dumpster load - Approx. 20 yards, 4 tons of debris	2.00 EA
7. Architectural/Drafting fees	1.00 EA

Main Level

DESCRIPTION	Height: 4" QTY
8. Metal Structures & Components (Agreed Price)	1.00 EA
9. Concrete floor - 4" slab	837.84 LF
10. Concrete ramp slab on grade	100.00 SF
11. Handrail - Steel pipe - Floor mounted - 4 rail	25.00 LF
12. Gutter / downspout	120.00 LF

Common Area DESCRIPTION	Height: 10' QTY
WALLS:	
13. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
14. Header - double 2" x 12"	3.00 LF
15. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
16. 5/8" drywall - hung, taped, floated, ready for paint	1,009.57 SF
17. Seal/prime then paint the walls twice (3 coats)	1,009.57 SF
18. Baseboard - 3 1/4" stain grade	100.96 LF
19. Seal & paint baseboard, oversized - three coats	100.96 LF
20. Window trim set (casing & stop)	48.00 LF
21. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
22. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
23. Door knob - interior	1.00 EA
24. Light fixture	1.00 EA
CABINETS:	
25. Cabinetry - upper (wall) units	12.00 LF

United American Contractors, Inc.

201 Cherokee Trail
Wilmington, NC 28409
910-616-7403

CONTINUED - Common Area

DESCRIPTION	QTY
26. Cabinetry - lower (base) units	12.00 LF
27. Countertop - flat laid laminate - laminate only - Stnd. gr	12.00 LF
28. Water supply line - PEX with fitting and hanger, 3/8"	20.00 LF
29. P-trap assembly - Acid waste piping (PVDF)	1.00 EA
30. Sink faucet - Kitchen	1.00 EA
31. Sink - double - High	1.00 EA
32. Water supply line - PEX with fitting and hanger, 3/8"	1.00 LF
FLOORS:	
33. Vinyl plank flooring - Standard grade	485.29 SF
34. Base shoe - stain grade	100.96 LF
CLEANING:	
35. Final cleaning - construction	485.29 SF

Closet	Height: 10'
DESCRIPTION	QTY
36. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
WALLS:	
37. Header - double 2" x 12"	3.00 LF
38. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
39. 5/8" drywall - hung, taped, floated, ready for paint	133.60 SF
40. Seal/prime then paint the walls twice (3 coats)	133.60 SF
41. Baseboard - 3 1/4" stain grade	13.36 LF
42. Seal & paint baseboard, oversized - three coats	13.36 LF
43. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
44. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
45. Light fixture	1.00 EA
FLOORS:	
46. Vinyl plank flooring - Standard grade	10.30 SF
47. Base shoe - stain grade	13.36 LF
48. Door knob - interior	1.00 EA
CLEANING:	
49. Final cleaning - construction	10.30 SF

Utility Room	Height: 10'
DESCRIPTION	QTY
WALLS:	
50. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
51. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA

PENDER-COUNTY

4/8/2024

Page: 3

United American Contractors, Inc.

201 Cherokee Trail
Wilmington, NC 28409
910-616-7403

CONTINUED - Utility Room

DESCRIPTION	QTY
52. 5/8" drywall - hung, taped, floated, ready for paint	134.31 SF
53. Seal/prime then paint the walls twice (3 coats)	134.31 SF
54. Baseboard - 3 1/4" stain grade	13.43 LF
55. Seal & paint baseboard, oversized - three coats	13.43 LF
56. Window trim set (casing & stop)	48.00 LF
57. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
58. Light fixture	1.00 EA
FLOORS:	
59. Vinyl plank flooring - Standard grade	21.74 SF
60. Base shoe - stain grade	13.43 LF
CLEANING:	
61. Final cleaning - construction	21.74 SF

Bathroom	Height: 10'
DESCRIPTION	QTY
WALLS:	
62. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
63. Header - double 2" x 12"	3.00 LF
64. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
65. 5/8" drywall - hung, taped, floated, ready for paint	409.73 SF
66. Seal/prime then paint the walls twice (3 coats)	409.73 SF
67. Baseboard - 3 1/4" stain grade	40.97 LF
68. Seal & paint baseboard, oversized - three coats	40.97 LF
69. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
70. Door knob - interior	1.00 EA
71. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
72. Light fixture	1.00 EA
FLOORS:	
73. Vinyl plank flooring - Standard grade	89.94 SF
74. Base shoe - stain grade	40.97 LF
CLEANING:	
75. Final cleaning - construction	89.94 SF

Linen Closet	Height: Sloped
DESCRIPTION	QTY
WALLS:	
76. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
77. Header - double 2" x 12"	3.00 LF

PENDER-COUNTY

4/8/2024

Page: 4

United American Contractors, Inc.

201 Cherokee Trail
Wilmington, NC 28409
910-616-7403

CONTINUED - Linen Closet

DESCRIPTION	QTY
78. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
79. 5/8" drywall - hung, taped, floated, ready for paint	123.06 SF
80. Seal/prime then paint the walls twice (3 coats)	123.06 SF
81. Baseboard - 3 1/4" stain grade	12.31 LF
82. Seal & paint baseboard, oversized - three coats	12.31 LF
83. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
84. Door knob - interior	1.00 EA
85. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
86. Light fixture	1.00 EA
FLOORS:	
87. Vinyl plank flooring - Standard grade	9.44 SF
88. Base shoe - stain grade	12.31 LF
CLEANING:	
89. Final cleaning - construction	9.44 SF

DESCRIPTION	Height: 10'	QTY
WALLS:		
90. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc		20.00 LF
91. 2" x 4" x 116 5/8" pre-cut stud (for 10' wall, mat only)		15.00 EA
92. Header - double 2" x 12"		3.00 LF
93. 5/8" drywall - hung, taped, floated, ready for paint		358.60 SF
94. Seal/prime then paint the surface area twice (3 coats)		358.60 SF
95. Baseboard - 3 1/4" stain grade		35.86 LF
96. Seal & paint baseboard, oversized - three coats		35.86 LF
97. Interior door - solid alder - paneled - pre-hung unit		1.00 EA
98. Seal & paint door/window trim & jamb - Large (per side)		3.00 EA
99. Door knob - interior		1.00 EA
100. Mirror Installer		10.00 HR
101. Tile shower - 121 to 150 SF - High grade		1.00 EA
102. Tub/shower faucet		1.00 EA
103. Shower curtain rod		1.00 EA
104. Remove Water supply line - PEX with fitting and hanger, 3/8"		1.00 LF
105. P-trap assembly - Acid waste piping (PVDF)		1.00 EA
106. Light fixture - wall sconce		2.00 EA
FLOORS:		
107. Tile floor covering - Standard grade		160.00 SF
108. Base shoe - stain grade		35.86 LF
109. Floor drain - PVC - 2" to 4"		1.00 EA
110. Shower base (cultured marble)		1.00 EA
111. Toilet - High grade		1.00 EA

PENDER-COUNTY

4/8/2024

Page: 5

United American Contractors, Inc.

201 Cherokee Trail
Wilmington, NC 28409
910-616-7403

CONTINUED - Shower Locker Room

DESCRIPTION	QTY
112. Vanity	4.00 LF
113. Sink faucet - Bathroom	1.00 EA
114. Water supply line - PEX with fitting and hanger, 3/8"	1.00 LF
CLEANING:	
115. Final cleaning - construction	71.77 SF

Office	Height: 10'
DESCRIPTION	QTY
WALLS:	
116. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
117. Header - double 2" x 12"	3.00 LF
118. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
119. 5/8" drywall - hung, taped, floated, ready for paint	513.33 SF
120. Seal/prime then paint the walls twice (3 coats)	513.33 SF
121. Window trim set (casing & stop)	48.00 LF
122. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
123. Door knob - interior	1.00 EA
124. Seal & paint baseboard, oversized - three coats	51.33 LF
125. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
FLOORS:	
126. Vinyl plank flooring - Standard grade	161.02 SF
127. Baseboard - 3 1/4" stain grade	51.33 LF
128. Base shoe - stain grade	51.33 LF
CEILING:	
129. Light fixture	1.00 EA
CLEANING:	
130. Final cleaning - construction	161.02 SF

Mechanical	Height: 10'
DESCRIPTION	QTY
WALLS:	
131. Labor to frame 2" x 4" x 9' non-bearing wall - 16" oc	11.00 LF
132. Header - double 2" x 12"	3.00 LF
133. 2" x 10" x 10' #2 & better Fir / Larch (material only)	6.00 EA
134. 5/8" drywall - hung, taped, floated, ready for paint	251.94 SF
135. Baseboard - 3 1/4" stain grade	25.19 LF
136. Interior door - solid alder - paneled - pre-hung unit	1.00 EA
137. Door knob - interior	1.00 EA

PENDER-COUNTY

4/8/2024

Page: 6

United American Contractors, Inc.

201 Cherokee Trail
 Wilmington, NC 28409
 910-616-7403

CONTINUED - Mechanical

DESCRIPTION	QTY
138. Seal/prime then paint the walls twice (3 coats)	251.94 SF
139. Seal & paint baseboard, oversized - three coats	25.19 LF
140. Seal & paint door/window trim & jamb - Large (per side)	3.00 EA
141. Light fixture	1.00 EA
FLOORS:	
142. Vinyl plank flooring - Standard grade	38.92 SF
143. Base shoe - stain grade	25.19 LF
CLEANING:	
144. Final cleaning - construction	38.92 SF

Labor Minimums Applied

DESCRIPTION	QTY
145. Finish hardware labor minimum	1.00 EA
146. Metal building labor minimum	1.00 EA

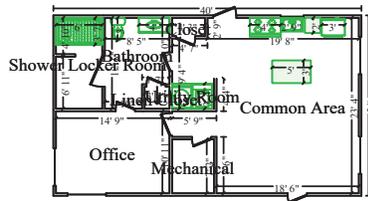
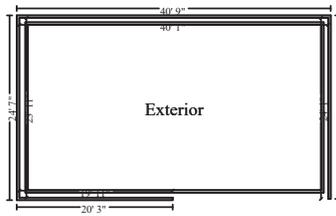
Grand Total \$141,265.07

 Anthony Gentile Jr

Grand Total Areas:

3,027.81 SF Walls	1,726.26 SF Ceiling	4,754.07 SF Walls and Ceiling
1,726.26 SF Floor	191.81 SY Flooring	418.94 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	418.94 LF Ceil. Perimeter
1,726.26 Floor Area	1,838.67 Total Area	3,081.41 Interior Wall Area
2,628.54 Exterior Wall Area	468.97 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Main Level



Main Level

PENDER-COUNTY

4/8/2024

Page: 8