



AGENDA | BOARD OF COMMISSIONERS REGULAR MEETING

May 14, 2024 at 4:30 PM

Burgaw Town Center
108 E Wilmington St

1. Call to Order

2. Invocation

3. Pledge of Allegiance

4. Approval of Agenda

5. Approval of Consent Agenda

*Items under Consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Board.

A. Approval of the March 12, 2024 Regular Meeting Minutes

B. Approval of the March 12, 2024 Closed Session Minutes

C. Ordinance 2024-11 Amending the FY 2023-2024 budget to reflect a fund balance appropriation for a monetary donation to the NC Blueberry Festival Association

D. Resolution 2024-11 Request to Appoint Town of Burgaw Map Review Officer

E. Resolution 2024-12 Support project R-5701 for traffic signal installation and intersection improvements along NC Highway 53 and US Highway 117 Business in the Town of Burgaw

F. Resolution 2024-13 Urging the North Carolina Department of Transportation to Install a Traffic Light at the Intersection of US Highway 117 Bypass and Wilmington Street in the Town of Burgaw

6. Special Requests/Presentations

- A. New Hire Introductions
- B. Street Closure Request - Juneteenth

7. Departmental Items

A. Public Works Department

Alan Moore, Public Works Director

B. Fire Department

Johnathan Prevatte, Fire Chief

- I. Fire Protection Agreement

C. Facilities & Grounds Department

Damon Stanley, Facilities & Grounds Director

D. Parks, Recreation & Tourism Department

Cody Suggs, Parks & Recreation Director

- I. Street Closure Request - Blueberry Week Concert
- II. Splash Pad Concept Proposal by the Parks Foundation of Burgaw

E. Planning Department

Ron Meredith, Planning Director

- I. Ordinance 2024-12 Amending the Town of Burgaw Code of Ordinances to amend Chapter 2 Article II Administration
- II. Resolution 2024-14 Authorizing execution of necessary documents to apply for and accept, if awarded, grant funding for Phase 3 of the Resilient Coastal Communities Program through the NC Department of Environmental Quality
- III. Pender County Comprehensive Transportation Plan status report

F. Building Inspections Department

Louis Hesse, Building Code Administrator

G. Finance Department

Wendy Pope, Finance Officer

- I. Contract for Solid Waste Collection Services

H. **Police Department**
Jim Hock, Police Chief

8. Public Forum

9. Items from Assistant Manager

10. Items from Manager

A. Update on current town projects

11. Items from Attorney

12. Items from Mayor and Board of Commissioners

A. Consideration of reappointing Parks & Recreation Advisory Committee members

B. Consideration of appointments to the Tourism Development Authority

13. Closed Session

14. Adjournment

**TOWN OF BURGAW BOARD OF COMMISSIONERS
REGULAR MEETING**

DATE: March 12, 2024
TIME: 4:30 PM
PLACE: Burgaw Town Center
108 E Wilmington St

BOARD MEMBERS PRESENT:

Mayor Olivia Dawson
Mayor Pro-tem James Malloy
Commissioner Jan Dawson
Commissioner Bill George
Commissioner Michael Pearsall
Commissioner William Rivenbark

BOARD MEMBERS ABSENT:

1. Call to Order

Mayor Dawson called the meeting to order.

2. Invocation

The invocation was led by Reverend Nick Smith.

3. Pledge of Allegiance

The Pledge of Allegiance was said by all.

4. Approval of Agenda

Commissioner Dawson made a motion to approve the agenda as presented. The motion was seconded by Commissioner Malloy and carried by unanimous vote.

5. Approval of Consent Agenda

*Items under Consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Board.

Commissioner Rivenbark made a motion to approve the consent agenda as presented. The motion was seconded by Commissioner George and carried by unanimous vote.

A. Resolution 2024-05 Approving Local Water Supply Plan

- B. **Ordinance 2024-04 Approving the amendment to the Town of Burgaw Code of Ordinances, Section 4-1 Running at Large**
- C. **Ordinance 2024-05 Amending the FY 2023-2024 Annual Budget for the purchase of a digital message board/road sign, Merry Christmas Garland Banner, 15' illuminated 3D Santa, and a contract service to have the Burgaw Town Center parking lot paved.**
- D. **Ordinance 2024-06 Amending the FY 2023-2024 Annual Budget to reflect changes to the Pay Classification Plan**

6. Special Requests/Presentations

A. Arbor Day Proclamation

Mayor Dawson read aloud the Arbor Day proclamation.

B. Tourism Development Authority - Update

Myra McDuffie, Chairperson of the Burgaw Tourism Development Authority, gave an update on projects and events recently hosted by the Tourism Development Authority. She said the committee is planning to host quarterly markets again this year at the Depot on April 12, August 9, and November 22. Ms. McDuffie requested a street closure between Wilmington Street and Courthouse Avenue on Dickerson Street between the hours of 2:00 PM and 8:30 PM on the dates of the markets. Commissioner George made a motion to approve the request. The motion was seconded by Commissioner Rivenbark and carried by unanimous vote.

C. John Westbrook - Special Events Application

John Westbrook requested the closure of the east side parking spaces of Wright Street between Wilmington Street and Fremont Street on April 9, 2024 beginning early morning through 3:00 PM for the MG British Auto Club of America annual event. There will be a number of cars stopping in town on this day and would like reserved parking

for them. Commissioner Malloy made a motion to approve the request by Mr. Westbrook. The motion was seconded by Commissioner George and carried by unanimous vote.

D. Pender Spring Fest - Request of Street Closure

Ross Harrell with the Pender County Spring Festival committee requested street closures for the upcoming Spring Festival on May 3-4, 2024. He requested closure of Wright Street between Courthouse Avenue and Fremont Street on Friday, May 3, 2024 from 5:30 PM to 10:00 PM for the annual street dance event. He also requested closure of Wright Street between Wilmington Street and Fremont Street, as well as Fremont Street between Wright Street and Walker Street, on Saturday, May 4, 2024 between the hours of 6:00 AM and 4:00 PM, for the festival events. Commissioner Dawson made a motion to approve the requested street closures. The motion was seconded by Commissioner Rivenbark and carried by unanimous vote.

E. Resilient Coastal Communities Program - Update

Julia Maron, Resiliency Planner, and Montanna Weitzel, Project Specialist, from Kleinfelder, were attending the meeting remotely and spoke about the NC Resilient Coastal Communities Program.

F. Kids Making It Program

Matt Anlyan, Program and Direct Services Specialist with Kids Making It Program, advised they will be opening their first satellite office at 204 South Walker Street soon. Mr. Anlyan gave an overview of the program.

7. Departmental Items

A. Public Works Department

Alan Moore, Public Works Director

Mr. Moore advised there are no new updates to provide from the Public Works Department. Mayor Dawson asked about the status of the building expansion. Mr. Moore advised that project is completed. Mr. Moore also added they have a new employee, Michael Clarke.

B. Fire Department

Jim Taylor, Fire Chief

Chief Taylor advised MaryBeth Kratovel has taken over the new role as Fire Marshal for the department and is doing well transitioning into her new role. Chief Taylor said he is working on budget related items for the town, as well as along with the county. Chief Taylor said the department had their annual awards banquet in February. The Rookie of the Year award went to Bill Thomas, Officer of the Year was awarded to Jonathon Paluck, and Firefighter of the Year was awarded to MaryBeth Kratovel.

C. Facilities & Grounds Department

Damon Stanley, Facilities & Grounds Director

D. Parks, Recreation & Tourism Department

Cody Suggs, Parks & Recreation Director

Mr. Suggs gave updates from his department including possible grant funding for the West Side Trail project, upcoming Easter in the Park event and Arbor Day activities, and the Burgaw Parks Foundation officially became a 501(c)(3). Mr. Suggs also advised that new landscaping, new sidewalk and patio are being done at Harrell Park. He said the two trees next to the planning building will be transplanted to Hankins Park due to the new parking lot for the Burgaw Town Center.

There was discussion regarding Pecan Park and the park across the street from it on Wilmington Street. He said the Beautification Committee has discussed the need for additional forest areas in town. The Beautification Committee recommended to have the sign removed at Pecan Park and make it more of an area for trees, and utilize the park across the street more. After discussion, the board decided to leave the sign at Pecan Park and plant additional pecan trees.

E. Planning Department

Gilbert Combs, Planning Director

Mr. Combs gave a brief overview of items on the upcoming Planning Board meeting agenda. He also said there will be activity starting for the first phase of the Stapleton Place subdivision going in behind White Tractor Company. There will be 26 units in the first phase.

F. Building Inspections Department

Louis Hesse, Building Code Administrator

Mr. Hesse advised inspections are staying busy as usual with about 5 new homes permitted this month plus a few more in the queue. Focus Broadband is moving along smoothly with a certificate of occupancy being issued soon. The new ABC facility is

going well. Mr. Hesse said he has been working along with Fire Marshal Kratovel on fire inspections and things are going well. He also gave a brief update on minimum housing process.

G. Finance Department

Wendy Pope, Finance Officer

Ms. Pope said she has been busy working with the upcoming budget preparations. She also spoke about the utility policy and the deposit process. Ms. Pope advised the board that the large Santa that was surplussed has been sold.

H. Police Department

Daniel Fuller, Assistant Police Chief

Captain Fuller advised training courses for the officers have been done recently, as well as mandatory in-service training. Captain Fuller advised he and staff will be working on the evidence room soon.

8. Public Forum

Prior to Public Forum, Mayor Dawson called for a break beginning at 5:15 PM. Public Forum began at 5:34 PM.

Karen Harding, 318 South Walker Street, requested information about the proposed toilets at Dees Park. She said no one has said why the town wants to build toilets at the park, what problem does it solve, or how it makes the lives of Burgaw residents any better. Ms. Harding said this impacts the downtown businesses and added that she is vested in the downtown area and has done research on other towns that have public toilets. She said the stand alone public toilets pose security issues, grafitti, vandalism, people using them as bathing places, and a place to sell and consume illegal drugs. Ms. Harding stated Dees Park location seems problematic as it sits on a side street, behind commercial properties, between two courthouses and two eateries that are open late in the evening. She also added it would be better to utilize the toilets at the Depot, the Burgaw Town Center, and the Community House, all are which in close proximity to Dees Park, and provide a safer place for the people using them. She said this would be a more cost effective for the tax payer. At the end of her comments, Ms. Harding asked the board if there was going to be public toilets or not so she could share factual information to friends and family. Mayor Dawson advised once a plan was in place, the board would be happy to share it, but there is currently no budget for the project at this time.

9. Public Hearing

A. Rezoning Request: Penderline, LLC

Gilbert Combs, Planning Director

Consideration of a conditional district rezoning from R-12, Residential to R-7(CZ), Residential Conditional District for a multifamily project containing 30 3-bedroom townhomes located on Timberly Lane (PIN: 3229-36-9052-0000).

Mayor Dawson declared the public hearing open at 5:40 PM.

Tom Harvey, Attorney with Shipman and Wright LLP, spoke about the new proposal from Penderline, LLC for the Ivy Grove Townhome project on Timberly Lane. He said this proposal includes 30 units instead of 40 that was previously proposed. He added the units were moved closer to Timberly Lane, out of the flood areas in the back of the property. He briefly gave an overview of other changes to the plan, as included in the supporting documents with the agenda packet.

Comments from the public:

John Westrbook, 410 E. Fremont Street, spoke in support of the project.

Joan Stomski, property next to 511 Timberly Lane, spoke in opposition of the project. She also said that single family homes at a max of 16 on the property would be better than townhomes.

Cameron Smith, 511 Timberly Lane, spoke in opposition of the project and stated he does not understand why this proposal has been brought up again by the board without going through the appeal process.

Sarah Smith, 511 Timberly Lane, signed up to speak but when called upon by Mayor Dawson, stated no comment.

There being no further comments by the public, Commissioner George said it is a nice project and likes the changes, but is not in favor of proceeding because the planning board has not been involved with the new proposal.

Mayor Dawson declared the public hearing closed at 5:55 PM.

I. Resolution 2024-06 Statement of Consistency

Adopting a statement of consistency regarding an amendment of the official zoning map of the Town of Burgaw requested by Andrew Smith of Penderline, LLC to rezone property located on North Timberly Lane (Parcel Identification Number 3229-36-9052-0000) from R-12, Residential

to R-7 (CZ) Residential District Conditional Zoning for a multifamily project containing 30 3-bedroom townhomes.

Commissioner Dawson made a motion to approve Resolution 2024-06 as presented. The motion was seconded by Commissioner Malloy. Commissioners Dawson, Malloy, and Pearsall voted "aye" and Commissioners George and Rivenbark voted "nay." Motion carried.

II. Ordinance 2024-07 Zoning Map Amendment

A map amendment of the official zoning map of the Town of Burgaw requested by Andrew Smith of Penderline, LLC to rezone property located on North Timberly Lane (Parcel Identification Number 3229-36-9052-0000) from R-12, Residential to R-7 (CZ) Residential District Conditional Zoning for a multifamily project containing 30 3-bedroom townhomes.

Commissioner Dawson made a motion to approve Ordinance 2024-07 as presented. The motion was seconded by Commissioner Malloy. Commissioners Dawson, Malloy and Pearsall voted "aye", Commissioner George voted "nay" and Commissioner Rivenbark abstained from voting. Motion carried.

B. Special Use Permit: Penderline, LLC

Consideration of a special use permit request for multifamily residential in an R-7(CZ), Residential Conditional Zoning District for 30 3-bedroom townhomes located on Timberly Lane (PIN: 3229-36-9052-0000).

Mayor Dawson declared the public hearing open at 5:59 PM.

Attorney Rivenbark:

Madam Mayor or Gilbert, I'm not sure who has. Do we have anybody signed up? Who do we have signed up for this special use permit?

Mayor Dawson:

We do. We have the Smiths.

Attorney Rivenbark:

Smiths? Okay so if Smith's would stand, this portion is a quasi-judicial hearing, so your testimony will have to be sworn and Gilbert, if you will swear as well, and then the applicant, well I don't know, are you going to present or your attorney?

Tom Harvey:

I'll present.

Attorney Rivenbark:

Okay. Alright. If you will, I, state your name.

Gilbert Combs:

I, Gilbert Combs.

Cameron Smith

I, Cameron Smith.

Sarah Smith:

I, Sarah Smith.

Attorney Rivenbark:

Okay. Do solemnly swear or affirm.

Gilbert Combs:

Do solemnly swear or affirm.

Attorney Rivenbark:

That the testimony that you will give today.

Gilbert Combs:

That the testimony that I will give today.

Attorney Rivenbark:

Be the truth, the whole truth and nothing but the truth.

Gilbert Combs:

Will be the truth, the whole truth and nothing but the truth.

Attorney Rivenbark:

So help you God.

Gilbert Combs:

So help me God.

Attorney Rivenbark

Do you? Do you agree with that?

Others sworn in:

Yes.

Attorney Rivenbark:

Thank you.

Gilbert Combs:

Thank you, Madam Mayor and Commissioners. This is Part 2 of the process for overall approval for this multifamily project on nearly six acres of land located on the Timberly Lane. Our ordinance allows multifamily, through special use permit in the O & I/PUD and R7 zoning districts. The property was just approved for R7 zoning designation and therefore is eligible for

the special use request. Here we just have some nearby land uses. A lot of these slides you've seen and they're actually in the presentation that was going to give during the legislative part. The current site conditions looking at the subject site and looking away from the subject site. Here are the proposed elevations. The project will have to be substantially in line with these elevations when built, if built. And this concludes staff presentation. Staff is available for any questions and the applicant team is present and will speak on the proposal and we'll address the findings of fact you see before you.

Tom Harvey:

Alright, thank you. Ladies and gentlemen, I'll try to be brief. I touched on some of these same issues earlier. But I'm going to, as part of the quasi-judicial testimony, read back into the record. A number of the required attestations and factual determinations. This written testimony is included behind Tab B, but for the formality of it, I will go ahead and build the record with it. So the first question is, the location and character of the special use it developed according to this plan as submitted and approved will be in harmony with the area in which it's located. And you know, yes this proposed plan meets all the requirements with both applications. One to be rezoned, conditional rezoning, which this board just did and two, the application for special use permit. The Ivy Grove townhome community has received recommended approval from the Burgaw Planning department. In addition, the proposed residential project in North Timberly Lane is in harmony and conformance with the zoning request changed for R7 CZ zoning. The outlined Section 8.5 conventional residential district, where multifamily dwellings are allowed the side of North Timberly Lane is situated next to the North Woods Apartments. Currently zoned R7 and adjacent to 600 N, Timberly Lane is currently zoned O & I being used for commercial purposes. Uh, this is a transitional area in town, as noted on page 75 in the Burgaw 2030 land use under actions to consider the modifications of existing zoning districts or additions of new zoning restrictions to allow for transition zone between residential commercial areas. We've talked about how this property is fully in line with that. The mixed-use transition areas are designated for land use that serve as buffer to residential areas and intensive commercial and industrial areas. This land is, classification would allow for the variety of small scale land uses including, small scale multifamily residential, which is actually recommended land use under that category. Uh, again, this is part of the Burgaw 2030 land use plans to promote infill development. This development utilizes infill, flexible land planning techniques and encourages development to effectively use the land resources. We discussed how this development is preserving the land resources, retaining over 470, I believe 478 of those 700 trees on the survey. Here it also asks the users allowed pursuant to the ordinance and meets the required conditions as specified. Including without limitation, those set out in the ordinance. The board just approved the ordinance allowing for R7 on this property, however, it still requires a major special use permit for the development of multifamily community. The proposed townhomes are using multifamily standards to meet the density allowed on property zoned as R7. The proposed multifamily development falls under detailed regulations found within section 8.16 of the regulations special use permits. Multifamily use shell include no fewer than three and no more than eight individual dwellings sharing a common roof. Here we've got a mixture of four and three unit dwellings under a single roof. But nothing's larger than four, so we fit on the small end of that requirement. Each multifamily dwelling use there should be a minimum land requirement of 8,000 square feet for the first two dwelling units and 2,000 square feet for each additional dwelling units. This property far exceeds that of the 5.71 acres, which supports proposed 30 units, including the setbacks shown and provided on the site plan they were required to have 1 1/2 parking spots per unit. We have three, including the one car garage and two driveway spaces. So we exceed all of the requirements for the special use permit. The next

tab here that we need to offer evidence on is the use of the property as proposed will not affect other adjoining or abutting property values. We've provided you with two stamp appraisal documents speaking to the fact of the impact of this on the community. And it does not impact the property values. The first one is located under Tab C. The second one is directly behind this written testimony. This is the first one was provided by Greg Dunn of Atlantic Coast Appraisers and Associates. Stacy's project will not negatively impact the surrounding properties within the immediate area. The second one, performed by Brad White and Associates. Mr. White attended one of the Board of Commissioners meetings when this was first presented. He took, helped us redevelop this and then took that information and then integrated that within his findings that the Ivy Grove community will not have any negative effects of the adjoining or abutting properties and will not affect the property values of the adjoining or adjacent properties. We are well within the guidelines of section 9.27.3, the tree preservation requirement. During the, you know, during the development of the buffer yards. The community, we've performed a tree survey in order to take into consideration the preservation and replacement of as of many trees as possible. We've talked about the 478 trees, which will remain on the property and help to give this property a park like feel. It's important to us to really bring the nature and the environment into the community. We also talked about the community is proposing to keep as many trees as possible in the 5.7 acre. Adding to the buffer yard of 10 foot to be composed of layered Cypress trees and space at 32 feet and indigenous shrubs to be placed at six feet as needed. But again, we have we're retaining so much that addition is going to be... You know, limited to as needed and really continue to blend in. Again, we talked about in the first section, I'll continue to build the record, but that under R12 we wouldn't be required to have that 10 foot buffer yard, but in R7, we are. But to be a good neighbor, we're going above and beyond that and again to help alleviate some of the privacy concerns of the neighbors of the South. We are incorporating a six foot privacy fence along the entire southern border of the property. Again, of the 5.71 acres of this community, 3.77 acres will be open space. That's 66% of the community will be open space, so it's almost unheard of in a development of this nature. The next big factor here is the board is to consider is the use will not materially endanger the public health or safety if located where proposed. So again, under Tab C we have a stamp certified traffic study that was part of the health and safety. It's anticipated to produce 200 trips a day, with at peak times 20 to 25 trips per hour. In addition to the limited impact on traffic, we have also integrated a number of walking trails throughout the community, the covered bus stop for children in the neighborhood to give them a safe space off the road to catch a bus to school, the integrated sidewalks in the front of the community. There's additional lighting at the entrance of the street and building, lighting installed for visibility and security at each of the dwellings. We discussed that each unit will have a private driveway and garage to add to security for homeowners and safety. Again, providing them with a place to lock vehicles and personal belongings and again taking those vehicles out of a community road based space and more into the home, the private property, by parking in the driveway. And finally, there is no part of this development will impact any floodway shown on any community site map or utility plan. We've moved everything out of those floodways, again, adding to the safety of the residents community and also lessening any kind of impact on neighboring properties. Part E again touches on vehicular traffic. The stamped letter from the traffic survey is under Tab C of your binder, is performed by John Wayne of Hanover Design Services showing, as I talked earlier, the total trips per day equal approximately 200. This has been signed, stamped and sealed and doesn't have a massive impact. The next paragraph down in the written testimony, says we've developed 4 or 10 four unit buildings, as I mentioned earlier, that's been reduced to six four unit buildings and two three unit buildings. This increase of vehicular traffic does not pose any danger to or safety concerns to the community. The development will also have six different bike rack locations to promote and encourage the residents to use other means of transportation, such as walking or

biking. With the close shopping and dining nearby, we encourage walkability and the use of bikes on the design. Ivy Grove site map shows that the new sidewalk will be installed in the front of the community that meets the requirements of the UDO for the community development and then lastly the infill development that is mentioned within Burgaw 2030 land use plan, page 34, the use under land use goal one is to promote infill development in existing areas. This is exactly what this community is. It is an infill development which will promote commute, encourage walking and biking and use of the downtown business district as well as Courthouse Square and the Urban Trail and Osgood Canal Greenway trails. This is again really trying to promote community involvement and activity. So that's the testimony, the factual testimony related to the special use permit. I'm happy to answer any questions.

Attorney Rivenbark:

Are you asking to enter into evidence, one of the binders as your exhibits?

Tom Harvey:

Yes, Sir. Thank you.

Mayor Dawson:

Any questions for the Attorney?

Tom Harvey:

Thank you.

Mayor Dawson:

Gilbert, do you have anything to add prior to hearing from our public?

Gilbert Combs:

No.

Mayor Dawson:

No? Okay. Ms. Sarah Smith.

Sarah Smith:

So one of the things that is important to me, especially living in North Carolina and living right next to the property is... I'm not sure what color they've decided on for the development, but I know a lot of the times things that are white here, especially in the back of the apartment complexes and you can see like this... like for example, there's a white duplex development behind Sam's Club in the entire back of it is kind of like a gross green and it needs to be power washed, but isn't. So one of the things that I had an opportunity to talk to Mr. Andrades on Fridays, was about potentially having this not be white. I don't know if that's something that would even be considered at this stage, but it was something that is important to us. I feel that it would help with our privacy. It would help blend in through the trees a little bit... a darker color, gray, brown, dark tan, anything. So if that's a condition that you're able to place for the conditional use, I would just ask if that's something that you take into consideration because obviously, you know, looking at the proximity to my house and however many... I don't know how many feet it is... But let's say a 500 foot dark gray wall or dark green wall is a lot less obtrusive than, you know, a 500 foot white wall. So that's what I ask, if that's something you

could take into consideration, I would appreciate that. Thank you.

Mayor Dawson:

Thank you. Mr. Cameron Smith.

Cameron Smith:

Again, just want to state that I strongly disagree with the process. This proposal did not go through planning and zoning. This project was rejected by this board. And the applicant came immediately back and asked for a revote. It did not...at appeal process. They asked for a redo, a do over. I disagree with that strongly. We live right next to this. We don't like it. I probably will not retain the property once this goes in. We'll have to go find somewhere else to live. As far as the appraisals in your binders... The value of this property is determined by me and the buyer. Not some appraiser, that was paid by the applicant. I disagree with that strongly. I'm very disappointed. Thank you.

Mayor Dawson:

Thank you. Alright, do we have any additional comments? Are we ready to...do we close this before we go? Okay. Are we ready to close this?

Cameron Smith:

Before you vote, may I ask a question?

Mayor Dawson:

Can you come back up to the stand?

Cameron Smith:

It's just a procedural question that I have. On the original vote, Mr. Pearsall recused himself, but I see that he's voting now. Is there any explanation to that?

Attorney Rivenbark

Mr. Pearsall, do you have any financial interest in this property or any other reason to recuse yourself from this vote today?

Commissioner Pearsall:

No, no I do not.

Cameron Smith:

Can you explain why you recused before?

Commissioner Pearsall:

Because the thing is, I was doing some work for the applicant as a hardwood flooring individual, okay. Being in a small town, I did speak to two attorneys to see if my vote could... What I do would effect the entire process of what is going on. If there's 20,000 people or less...when I went to the class...that if I work at Lanier Hardware store, let's make that one example and I was a board member and someone wanted something done, I would have to recuse myself on everything that happened within this town. So my business will fall or my position here would fall. Being a small town as Burgaw is, and we are a lot of people that own small businesses

here, may get elected. If I were to recuse, or that individual to recuse himself, from every vote, there's no need to be in this position. So I did get legal advice, if this is okay to do such and so per that legal advice, I was able to vote consciously, with good mind stating that, my vote was not going to be influenced because of financial gain or anything like that.

Cameron Smith:

Yes, Sir. Thank you.

Mayor Dawson:

OK, so this...

Commissioner Rivenbark:

Question. Gilbert, on this recommendation here, the 1st letter of the first statement under Tab B. He said you received a recommendation approval from Burgaw Planning Department. That it was not presented back to anyone else. You guys have everything for the town?

Gilbert Combs:

This has only gone through the planning department one time. Other than that, it's gone through the planning board once and you all have seen it a number of times.

Mayor Dawson:

Does that clarify?

Commissioner Rivenbark:

Mm-hmm.

Mayor Dawson:

Alright. Are we ready to close the public hearing at this time?

Board:

Yes.

Mayor Dawson declared the public hearing closed at 6:16 PM.

I. Resolution 2024-07 Special Use Permit

Resolution for a Special Use Permit for property located on North Timberly Lane (Parcel ID: 3229-36-9052-0000) to allow a multifamily project containing 30 3-bedroom townhomes in the R-7 (CZ), Residential District Conditional Zoning.

Mayor Dawson read aloud the following findings of fact:

A. The location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located.

All board members voted "yes."

B. The use is allowed pursuant to this ordinance and meets all the required conditions and specifications, including without limitation, those set out in this Ordinance.

All board members voted "yes."

C. The use of the property will not affect other adjoining or abutting property values.

All board members voted "yes."

D. That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.

All board members voted "yes."

E. The increase in vehicular traffic resulting from the proposed development would not pose a danger to public safety.

All board members voted "yes."

Commissioner Dawson made a motion to approve Resolution 2024-07 as presented. The motion was seconded by Commissioner Malloy and carried by unanimous vote.

C. Special Use Permit: Pender County Law Enforcement Center

Consideration of a special use permit request for the Pender County Law Enforcement Center for a detention facility and sheriff's office located on Old Savannah Road (PIN: 3219-87-6937-0000).

Mayor Dawson declared the public hearing open at 6:21 PM.

Attorney Rivenbark:

Madam Mayor, I'm not sure if you have it or Gilbert has the list of the people. This is a special use permit from the [inaudible comment] and have everyone sworn.

Mayor Dawson:

Everyone here has signed in to speak. We have Crystal Batts, David Organ, Raymond Bost, Patrick Buffkin, Daniel Adams, Joe Boyd, Rynal Stephenson, Haywood Newkirk and Alan Cutler.

Attorney Rivenbark:

If all of you would stand. I'll do the I, and state your name individually and then you can just say yes or I swear at the end. We will start with Mr. Combs and work left to right.

Those being sworn in, stated their names:

Gilbert Combs, Daniel Adams, Joe Boyd, Rynal Stephenson, Haywood Newkirk, Crystal Batts,

Alan Cutler, Ray Bost.

Attorney Rivenbark:

Do solemnly swear that just... Oh, sorry, one more...

David Organ:

David Organ.

Attorney Rivenbark:

Do solemnly swear that the testimony you give today will be the truth, the whole truth and nothing but the truth, so help you God, or you may affirm.

Those sworn in stated "I do" or "Yes".

Attorney Rivenbark:

Thank you.

Mayor Dawson:

Thank you.

Gilbert Combs:

Thank you, Madam Mayor and Commissioners. The applicants, Joseph Boyd with WithersRavenel and Pender County have submitted a special use request to permit a jail component into the Pender County Law Enforcement Center project which is proposed to include a 911 center, law enforcement offices and a detention center. Here, just a vicinity map showing the project location in relation to the town's corporate limits in solid blue and in dashed blue the extent of the planning jurisdiction or the extraterritorial jurisdiction a little zoomed in to show adjacent land uses. Everything abutting, which includes properties immediately next to and across the road, is zoned RA or rural agricultural. This is our least dense residential zoning district and as the name suggests, also appropriate for many agricultural uses. To the north and east of the subject site, there are existing single-family homes. Here we see that RA zoning district mentioned in the previous slide with R-20 and R-12 zoning in proximity. Here we have the future land use map designations for the subject and nearby properties. This map is part of the town's comprehensive land use plan and serves to show support for and against requests such as rezonings and special use permits with policies and recommended land uses. The subject site sits in a classification for rural character with no other classifications abutting unlike the townhome project but like the townhome project, policy, not regulation. This classification looks for the area to remain rural in nature, with low density and a primarily agricultural character. Recommended land uses are low-density residential, agriculture, forestry, and recreational amenities. Here at the top are images of the subject site and below are those across Old Savannah drive. Here is the proposed site plan. The larger parcel that has been shown in previous slides will be subdivided in about a third in the future, the potential lot line pointed out by the note at the bottom left. This is just the site plan with some of the proposed landscaping. There will be trees lined at the roadway for the length of the project frontage and trees capping parking rows. Here at the top right we have two different color arrows that correspond with the approximate viewpoint in the images to the left. These are conceptual images provided by the applicant. Here is the first of a few slides listing the conditions for the special use permit. On this page, mostly boilerplate conditions that would apply to all petitions

to SUP and CZ. Note the underlining in item 1, where the applicant included an exception to strict adherence to local, state, and federal requirements. Ahead, I will mention why the applicant added this. This is the first of two proposed conditions by the applicant. It would condition that the SUP would only apply to the current project boundary, which is a little over 30 acres. To the left, is the description that was provided by the applicant describing the approximately 31.89-acre parcel. It was staff's understanding that the SUP was meant to apply to this portion of the parent 90 some acre tract of land. It is not uncommon for a rezoning or other site specific vesting plan to identify a project boundary though for things like a rezoning, it is encouraged that the entire parcel be included. Here is the second condition requested by the applicant. The request is for indefinite relief from the buffer requirements of the UDO on all sides except for the portion abutting the residentially used property to the north. Here, some language related to buffers. Some of what is highlighted supports this condition request and some will simply show the limitations of staff. At the top, it is described that a buffer shields adjacent properties from adverse effects of development. In the highlighting below that, we see that buffers are supposed to be installed at the time of initial construction or change of use. Just more language describing what should be included for a type b bufferyard. Highlighted at the bottom, leniency of placement. So here the yellow line shows the entire parent parcel with the purple showing the potential property line in the future. The green here shows where the type B boundary, should be placed according to the language in the UDO describing placement where adjacent to residentially used OR zoned property. If approved with this applicant proposed condition, the applicant would only be required to place the type B buffer adjacent to the residentially used property to its north with the caveat that if subdivided, and if the southern portion of this property were to change hands, then the other buffers would need to be placed. Administratively, this wasn't something that could be waived, so staff and I'm sure the applicant is looking to the board and attorney to determine the appropriate direction on bufferyards. This concludes staff's presentation. Before you are the findings of fact that must accompany a request for a special use permit. The applicant team is present and members from their team will come up to cover the project and respond to the findings of fact.

Mayor Dawson:

Do we have any questions for Gilbert?

Commissioner Dawson:

You might can answer it. Are both entrances off of Old Savannah, are they are going to be egress and egress or is one going to be ingress?

Gilbert Combs:

I will go ahead and let the applicant respond to that if you don't mind, Commissioner.

Commissioner Dawson:

Okay.

Gilbert Combs:

Any additional questions for staff?

Commissioner Dawson:

No.

Patrick Buffkin:

Good evening, Mayor Dawson, Members of the board. It's a pleasure and honor being in front of you tonight. My name is Patrick Buffkin, Staff Attorney with Pender County Government. On this momentous occasion, where we will present historic project, an historic investment in the county seat of Pender County, the Town of Burgaw. We are here tonight to present our application for a special use permit. As you've heard from your staff, I beg your patience. Some of this will be a little repetitive from your staff's very thorough presentation and I'd be remiss if I didn't add a word of thanks to your staff for their cooperation and collaboration on this project. It's been a pleasure to work with them, the manager, the planning director and the rest of the team. You've got some great professionals and we're grateful for the work that they do. This is our application for a special use permit to construct a jail, Sheriff's Office and an E-911 Communication Center, just outside the town, with the Town of Burgaw's ETJ. The proposed building is 95,800 square feet. It is a mixed-use building intended to meet the future public safety needs of Pender County. It will consist of a jail with 232 beds and room for 30 staff. The Sheriff's Office with space for 163 employees, including the E-911 center and four warehouse staff. The current estimated cost has probably gone up just in the time that I've been speaking with you. But it is currently pegged at \$65 million and we've made every effort to maximize value for the taxpayers of this county. We're using land that was donated to us by the state of North Carolina. We are going to be financing the project through USDA Rural Development, which offers some very favorable terms for local governments and the design of the building is laid out to allow for future expansion, with the possibility of an additional jail. Here's some renderings of the building. This is the view as you approach on Old Savannah Road and as we click through here, you'll go on a drive path, as if you were traveling to the Sheriff's Office. So, if you are a visitor, you turn right into the public parking here. If you're an employee of the Sheriff's Office, you would continue through a gated entrance to the employee parking that will be behind the building. The need for the project is real. Pender County is growing. You all know that, you feel that every day and the needs for public safety and the county are growing as well. The current Pender County Jail is just not adequate to meet your future needs. And the Sheriff's Office needs a more modern and efficient space in which to do the important work that they do to keep us all safe. And the E-911 communications center likewise needs new modern space and this will be a valuable resource that is shared from among public safety agencies in the county. Here's an orientation to the side. Again, just outside the town limits in the ETJ and you have seen this slide already. And you see the surrounding uses, single family residences, the state prison just to our south and a great deal of vacant land surrounding the site. Here's a summary of your UDO standards. You've seen these in the previous hearing. You're familiar with them. I won't read them to you, but that is from section 4.7 of your Unified Development Ordinance. I won't spend a whole lot of time on this slide. You've already heard this once tonight. This is a quasi-judicial hearing. If you're wondering why we didn't reach out to talk to you about it, it's because we can't. You board members are in the role of a judge tonight. Evidentiary standards apply and you will hear from 4 expert witnesses that have helped us with this project tonight to provide the evidence as to those five standards. And it is your role and we will ask you to make a determination of facts and a decision on the permit. And there is of course a right to appeal and judicial review. As I mentioned, we will have four expert witnesses testifying tonight and you will see them in this order: Daniel Adams, the Pender County Planning Director, Joe Boyd, professional engineer, our consulting engineer at WithersRavenel. Haywood Newkirk at CBRE on valuation expert and Rynal Stephenson, professional engineer at Randy Kemp DRMP on the traffic study. We've also given you a big stack of papers. We have foregone, including in our packet tonight, the materials that are in your agenda packet. Your staff report includes our application and all the backup materials. But you will find in our

packet, excerpts from your Unified Development Ordinance, section 4.7 and 8.16, which your staff has already shown. You will find that exhibit 3, the town future land use map and other policy documents that Exhibit 4, you'll find our report on property values and exhibit 5, you will find the traffic impact analysis. I have not included the appendix to that traffic impact analysis, but your town clerk does have a copy. We can certainly get you that if you want to look at that tonight. As your staff told you, they have proposed four standard conditions for an SUP permit and we have asked for clarification of one and two additional conditions that will give us certainty for the future. One, it's about the subdivision of the property and one is about the buffer requirements and I'll talk to those in just a little more detail. I'm trying not to repeat what you've already heard from [inaudible comment]. So, as you heard, this is a 100 acre parcel. We plan to develop about 32 acres of it. The needs for our financing require us to use the entire lot in security for our loan and then once the construction is complete, we will flip that loan over to the development site that we are focused on tonight, the 32 acre parcel that you see on the screen in front of you. And so, one of the conditions that we have proposed is just to give us the certainty that the SUP requirements apply only to the developed site, the 32 acres and to give us relief from those buffer requirements which would otherwise be required, those being along what's labeled the proposed property line. This is when we get back to subdividing the property. This will be the new lot line and along this line where existing vegetation essentially provides an adequate buffer and those are temporary relief proposals in that condition. In working with your staff, they felt it was important, should have adjoining parcels never be sold by the county to some other owner or be converted to a residential use that those future adjacent owners would also get the protection and benefit of your buffer requirement and we will do that should that circumstance come to be. So those are the conditions that I've passed out and that is a brief overview of the project. Just a reminder, this won't be the last time you see this project. We will be back shortly, maybe a couple months to request annexation into the town limits and utility service through the town's utility. And then we will be working with your staff in the future on the subdivision and the administrative approvals required for the project to move forward. With that, I will ask my colleague Daniel Adams, Pender County Planning Director, to come up and address standard one.

Daniel Adams:

Good afternoon, Mayor, Members of the Board. My name is Daniel Adams. I'm the Pender County Planning Director. And echo the sentiment from Mr. Buffkin, pleased and honor to be before you this afternoon. So, my role and my function in this presentation is to discuss that first standard. As Mr. Buffkin mentioned, there are 5 standards. I'm only to discuss the first before you in this presentation. But it's a bit of a long, a long sentence. I want to break it out into a couple of slides. So the first standard at least, the first part of the first standard, talks about the location and character of the special use will be in harmony with the area in which it is located. So the proposed use is substantially similar to an adjacent use on adjacent property, Pender Correctional Facility, and adjacent to the subject property to the south and west, the property is owned by North Carolina Highway and Public Works Commission and there's no intent to develop that property. So there's vacant properties to the south and to the west, also adjacent to the state prison. Additionally, the subject property and the development will be appropriately buffered from the adjacent residential land use to the north as Mr. Buffkin and Mr. Combs pointed out on that map. There is a residential land use to the north and we're wanting to be good neighbors and comply with that buffer requirement. So we feel that we have met the standard for harmony with the area. The second part of that first standard is that the location and character of the special use conforms to the land use plan. And as Mr. Combs mentioned in his presentation, the future land use map for this property describes, defines this piece of

property in the future land use category of rural character and that future land use category is intended to remain rural in nature with low density and primarily agricultural character, but if you go on to read the future land use plan on page 89, it provides the following quote, "the match shows the geographic layout of Burgaw's preferred land uses, but does not capture the full detail of the comprehensive plans policies, identify the full range of recommended strategies or present any staging of development priorities." So what that quote means is that you can't come in specifically on the map. You need to look at the comprehensive land use plan as a whole. And when we do that we find that there are policies that support this development proposal. And those policies are land use goal one policy, one governance, goal one public health and safety goal 3. And again, I want to remind the board that this is a unique development. You don't get private developers looking to build jails. This is a development that only comes from government applicants and it's uniquely situated in that there is also a similar development on adjacent property. And finally, we've met the standards of UDO and that we are establishing the appropriate buffer and this development is spatially separated from what the UDO requires for, perhaps more sensitive land uses, such as the church or daycare facility. That wraps up my presentation. I'm happy to answer any question should the board have them.

Joe Boyd:

Hello, Mayor and board. I'm Joe Boyd with WithersRavenel. Now it's the really fun part where site engineers stand up and get to talk about technical things, which I know you guys love. You're welcome. As Daniel spoke before me, I'm going to jump around a couple of standards and I know that I know [inaudible comment] before starting to nail down these five items that you have to prove. Mine is the technical compliances, the location character of the special use is that is developed according to the plan as submitted and approved, will be in harmony with the area which it is located. That is basically what Daniel has already been spoke about. But also the special use in some [inaudible comment] and other plans and places effective time and address at impacts of the project. So I wanted to basically speak about the proposed use we have is allowed with the zoning it has right now. So this does not need to be rezoned. We meet the zoning requirements. Also, this plan will meet all local, state and federal permits and jurisdictions. All codes will be followed as was mentioned, we're following the setbacks and then the buffer requirements, especially one that northern boundary and we can get into more questions come up on the reasoning for reviewing the boundary that getting rid of but amending to not have that boundary of the other sides unless the use changes, workers become [inaudible comment] into neighbors. This, again, I'll show this is the site plan that we have for the site. All three thousand things, we skip past it. Of course, very proud of it. But the next time I want to speak of was standard #4 is the public health and safety. That we will not materially endanger the public health or safety for the proposed development, according to the plan, as submitted. So the site will again meet all those codes. This is not going to have... this project will not have a well or septic. The town will be providing the water and sewer to the site. We will meet all local and state codes for that. There is a stormwater treatment device, proposed [inaudible comment] on the site. There's actually size with available capacity to actually expand if needed, but this time means state and local codes as proposed. So we're meeting all those technical requirements and will not endanger the public health or safety. Also, this project is not located anywhere where developing in the floodplain. We're outside of all that and there are no impacts to wetlands. There is a potential ditch impact. It is not a wetland impact along with the private roadway that's going to be used by the Sheriff's Office that's associated with this project. But again, all federal, state, local ordinances, those permits will be obtained and then later I'll be able to answer your questions. But next up I'll pass to Hayward to speak about [inaudible comment].

Haywood Newkirk:

Good evening. I'm Haywood Newkirk, appraiser. I've worked for CBRE and actually a resident of New Hanover County. So when I am given the charge of seeing if this project will affect joint property values. Couple of things I do. The first thing is... so I look at the site. You guys have seen multiple pictures of the site. It's got good road access. Minimal development in the area right now. There is a natural buffer in place to the residents to the north. There's also a natural buffer to the south. We learned earlier this was originally a government site. Well, the land to the south, lands in the west is also a government owned site. So that's, I'll let the site...yep, meets all of my criteria, as appraisal expert. [Inaudible comment] the improvements file plan project and it meets zoning requirements, site plan follows all state codes. So great site, great plan. But the way that I get hired, I'm just a reporter with a calculator. I go out and look at projects like this. I make decisions and I report it is what it is and some people don't like results that I find. I get asked to do a significant number of these and I end up turning them down and [inaudible comment] appearing before these boards because the data that I find might not be something that they like. You're getting ready to see the reason that I am here tonight. Because I found the opposite from this. All right. So what I did, my analysis is I went out and I looked around the state. Rather than just hand you guys my [inaudible comment] and said yes, it's not going to impact property values. What I did is I went out around the state and actually looked for similar projects that had been built and what they did to the surrounding properties. And this is actual data. This is more than my opinion. This is me being a report. Bladen County Law Enforcement center, built in 2017. The first table, residential properties...I like to move around a little bit...this property, value went up 31%. Next property and here's the center, all of these properties, these are the closest residential properties to this development. Second property, value went up 8%, third property 38%, fourth property 9%. Commercial properties in the area, one went up 37%. One went up 31%. So that's an example of Bladen County. Cumberland County, you can see this is in a very densely populated area. So we've got a broad range of examples here. At the top of residential property grid, first one went up 81% after this project was built. Second one went up 61%. That went up 57%. That's went up 40%. Commercial properties went up 2%. One of them went up 7% and one of them went up 4%. So honestly, I've actually been surprised by the strength of these numbers that I have seen so far. Granville County, north of Raleigh. I'm starting to see the same pattern. Property value increase and you can see they are closest residential properties two project 48%, 33%, 21%, 49%. Commercial properties 35% and 45%, so as a reporter, I'm starting to see very, very strong data showing property values doing this when these [inaudible comment] are constructed on the right side with the right design and right location. This one is really interesting to me. This is Orange County. The [inaudible comment] North Carolina. Orange County has a very, very strong reputation for choose my words carefully here. Being very, very restrictive in terms of real estate development. They have some of the most restrictive zoning codes, [inaudible comment] procedures in the state. They built, in 2022, the law enforcement center on this site on West Hillsborough Street, okay. Not only the property values go up [inaudible comment]. They're here. They're maps. This is one that I found that was interesting. This one right here, directly across the street. In Orange County. North Carolina, they built the law enforcement center. Not only did it increase property values, it changed the development pattern for this property here. It went from \$120,000 value in 2008 to \$1.2 million in 2021. That law enforcement center blew up property values there. [Inaudible comment] present change the development patterns. So, do you all have any questions? Because to me, that's just data. Multiple examples all over the state recently conducted law enforcement centers. That's my opinion that this data is going to show the pattern for the data here in Burgaw. So, any questions? Thank you.

Mayor Dawson

Thank you.

Rynal Stephenson:

Good evening, Rynal Stephenson, professional engineer with DREP, Randy Kemp & Associates. And we prepared a traffic impact analysis for the project. So I'm here to talk about standard #5 that traffic generated by the development would not endanger the traveling public. So as I said, we did prepare a traffic impact analysis for this particular development, working with the town and NCDOT, following their standards for the traffic study. Did a little graphics here in the lower right shows the two primary access points for the development off Old Savannah Road. And the arrows on the diagram will actually indicate that there are two way traffic. I think that was a question earlier at the driveways, however, most of the traffic we would anticipate being at the at the main entrance. We do account for an emergency access that would be at the rear of the site. One thing that we did to look at safety was to look for crashes that were happening on Old Savannah Road and we found that there were actually none in the five year period that we looked at in the vicinity of the site. In addition, when we [inaudible comment] numbers, the driveway access points on old Savannah operator rail service A which is, almost unheard of these days, and the reason for that is there's just not a lot of traffic on Old Savannah Road. So there's not many impacts coming from the site generated traffic by the site. One thing we do have to do going forward is we will have to work closely with NCDOT to finalize plans for the driveway and obtain the appropriate permits. But at this point, based on the traffic study and our analysis, the development will not endanger the traveling public.

Patrick Buffkin:

Mayor, Members of the Board, that's our case. We believe we've met our burden as to each of the five standards and we respectfully request you accept our evidence presented as expert witness evidence. [Inaudible comment] submittals as exhibits make the required findings an issue the special use permit that we've applied for with the six conditions intact. We are available to ask any questions you may have.

Attorney Rivenbark:

Mr. Buffkin, your PowerPoint presentation, would you also like that submitted into evidence?

Patrick Buffkin:

Yes, sir. Please.

Attorney Rivenbark:

A couple of questions I have for you. I didn't hear an answer to Commissioner Dawson's question about the ingress and egress, if you will have the appropriate person to answer that. You did mention that if the county were to ever sell the property, you mention that, are there any plans for that this time?

Patrick Buffkin:

No, Sir.

Attorney Rivenbark:

And this property is actually covered by deed restriction that prohibits it from being used for

anything other than jail and law enforcement center. Is that correct?

Patrick Buffkin:

I believe the language...Yes, that is correct...I believe the language says law enforcement center. So, it's a little broader than a jail.

Attorney Rivenbark:

Sure.

Patrick Buffkin:

But yes, and that is as to the entire 100 acres that was donated by the state and that deed restriction came from a special act of the General Assembly.

Attorney Rivenbark:

So in order to change that, there would have to be another special act of the General Assembly to [inaudible comment].

Patrick Buffkin:

I believe so.

Attorney Rivenbark:

So just by clarifying that, I don't have any other questions for Mr. Buffkin at this time. And I don't think his condition #5 on the special use permit is a problem to subdivide the property that you're wanting to subdivide a 31.89 acre parcel. Since it is covered, the deed, the property is covered by the deed description.

Patrick Buffkin:

Thank you, let me get Mr. Stephenson back up here to address the access and, or ingress and egress on the site.

Rynal Stephenson:

Yeah, the driveways would allow for two way traffic in and outs. Those driveways.

Commissioner Dawson:

But you did mention that DOT has not given approval on the driveway entrances.

Rynal Stephenson:

DOT has approved the traffic study so they have approved the access points. But what we have to do is come back in with an official permit for them to sign off on, so they'll be looking at the exact design of the driveway locations onto Old Savannah Road.

Commissioner Dawson:

The southern entrance? That location, directly across the street from the driveway of a mobile home and I don't know if that could be repositioned because that would be a lot of traffic right directly across from that home. If you pull up the map, I'll be glad to show you, but that is one request that I have, is that be considered moving because it is directly across from that mobile

home.

Rynal Stephenson:

Okay. Those are exactly the things DOT will look at, the specific design plans where that ties in, but the driveway you know looks like in terms of drainage pipes and all these kinds of design details, they'll be looking at that.

Commissioner Dawson:

As long as they understand that is a concern. Because you would be, the traffic would be dumping directly in front of their home.

Rynal Stephenson:

Correct. NCDOT's typical process is to align driveways with each other to create a four way intersection.

Commissioner Dawson:

In any other situation, it wouldn't be a problem, but this is a law enforcement center, so that needs to be reconsidered. That's my concern. Stress to them, please.

Rynal Stephenson:

Okay. We will 100% pass that along and work with them on that.

Commissioner Dawson:

Thank you.

Attorney Rivenbark:

Let me ask a question to that effect. Mr. Buffkin, are you able to speak for your client, that if DOT recommends moving the driveways for ingress and egress, that the county would comply with DOT's request.

Patrick Buffkin:

Yes, we certainly would and maybe I should back up just to make sure, Commissioner, that we're understanding exactly the concern.

Commissioner Dawson:

You can say from that area, the mobile home.

Patrick Buffkin:

This is the one?

Commissioner Dawson:

Yes, sir.

Patrick Buffkin:

Okay. We will take special care...we will talk with NCDOT.

Commissioner Dawson:

If you can please realign that so it won't be directly across from the residential home. That would alleviate some of the residents' concern.

Patrick Buffkin:

Yes, ma'am. We will do that.

Commissioner Dawson:

Thank you so much.

Mayor Dawson:

Any additional comments or requests before we move on?

Board:

No.

Mayor Dawson:

Are we ready to hear from the public? Okay. We will hear from the public. We have Mrs. Crystal Batts.

Crystal Batts:

Good evening. Thank you, Madam Mayor and Commissioners. Rather be anywhere else but here, but here I am. This is our residence here, the north residence. That's why I'm here. The natural buffer yard that was just spoken about earlier. Here you see those trees here. Those are all located on my property. Those have been left there waiting to see what was going to happen. That's part of my property I've not been able to use. There was supposed to be a garage and an outdoor recreation area built there on my property that has not been able to be built. When the guy came to clear the land, he said, you know they're getting ready to put a jail right beside you. I was like what. So anyway, this natural buffer yard is all located on my property, so let's just clear that up real quick. Okay. So, sire location. It's 100 acres that the county was gifted. The Pender County Commissioners chose to put it right next to the only abutting residential residence, as you can see. My concern is the light intrusion, the noise intrusion. As you see their driveways, they're coming out. Every time a car comes out of the jail in both driveways, do you see where they're light is going to be directed to? Directly to my house. The noise from the cars coming down this driveway, that's 20 foot off my property line, is what I'm going to hear 24 hours a day, seven days a week. Not a nine to five facility. This is 24 hours a day, seven days a week. I'll try to wrap this up because I'm starting to get a little bit emotional. Since 2021, I have been working with Pender County. I've spoke to the Pender County Manager. I've spoke to the Sheriff, who have all [inaudible comment] my concerns, please just don't put it right on top of my house. You've got 100 acres. Why do you need to put it right on top of my house. The people that I spoke with, tried to work with me, that called me, and I said look, if I need to sell my property, let me know now what's happening. This is back in 2021. I will sell my property, but I need to sell it now because I don't want to live with this right on top thing. It's not going to be quiet. It's not going to be dark. I'm not...my grandson's playground is going to have to be moved. You know, all...there are things I'm going to have to do if this is right on top of my property. Don't worry, you do not need to sell your property. We are not going to put this right on top of you. There was another site plan brought before the

commissioners and as a matter of fact, one of the Commissioners mocked that site plan when they were told the [inaudible comment] residence has a problem with how close it'd be right next to her, and that Commissioner says, well, has she seen where our jail is now. You're talking apples to oranges. This is a residential agriculture neighborhood. This is not the middle of downtown Burgaw. If I lived in the middle of downtown Burgaw, I would expect anything to be built beside me in, in front of me, across from me or whatever. This is your residential agriculture. This thing's going to be lit up like a Christmas tree. We all know that parking lot lights, vehicle lights coming in and out 24 hours a day, seven days a week. Not a nine to five Monday through Friday facility and I would like for you guys to take into consideration that they...number one, are right on top of me. They want to use this little existing farm road that's there, I guess it's going to save them tons of money, to use this little existing road for ingress and egress that is 20 foot off my property line. The buffer yard, the natural buffer yard is on my property. It's not staying there. I can have it tore down tomorrow and then guess what I mean...They're looking right in my windows and I'm looking right at them. Yeah, this is a 24 hour a day seven day a week facility. They have 100 acres. 100 acres they were given and they chose to put it 20 foot off the property line of the only abutting residence. If this site plan does not change, I will be forced to leave my home. That is how important this is to me. I've been thinking about this. I go to sleep thinking about it. I wake up thinking about it for over three years. And if this site plan is approved, I will be leaving my home. Thank you.

Mayor Dawson:

Mr. David Organ.

David Organ:

What she said. Basically, where that pump station is, will be right across the street from my house. So when I look out my front door, I'll be looking right at a lift station. So my issue is like she said, there's 100 some acres. Why not put it way back over here, close to the prison? You already have the infrastructure in place over there. You can tie into the sewer up there, gravity feed it and not having to put a lift station and pump it. Because you'll be coming down by the creek and then somebody said there were no wrecks on Savannah Road since 2017. Well, I've seen five. I've pulled three of them out myself and one of them was a Burgaw patrol officer that come around the curve around 2 o'clock in the morning going kind of fast. Said he was in pursuit of a pick up truck. But there was no pickup truck that I saw and he rolled over, he totaled his car. So there's accidents that are happening that are not recorded. A lot of four wheel drives in area pull them out, you know. My main issue is, put it way back in the back. I mean, you probably will save a couple million dollars by not putting in a lift station and tearing up the street, putting in the infrastructure. Water and sewer, you know. Anyway, that's not the point. I'm just not happy about it. And so if we go with this, I'm like her, I'm going to sell. I should get more money because I can tell people that the property rates are going to go up because they're going to build a jail across the street. Thank you.

Mayor Dawson:

Mr. Raymond Bost.

Raymond Bost:

My name is Ray Bost. I live at Old Savannah Road South. I take kind of an exception to our esteemed appraiser. Doesn't seem where he's taken any consideration to 9% inflation rate that's been going on in the past two to three years. If you look on the news, it's all over the

place. Nobody can afford housing so going up 8% in three years doesn't cover inflation, so we can get that taken care of in this multi-million dollar project based on about 1.2 million. So... that's commercial. Those things fluctuate by who has money and who doesn't. Another thing I take exception to is the vacant farmland. It's not vacant. It's farmland. We use it for crops, people...how far will they continue on accessing. People are saying you're going to access. Look through...have access under the town so they can use the sewer and so forth. How far down the road you're going to go because you go down much farther, you're taking my property and now we're getting serious. I have also pulled people out of the road with my tractor on Old Savannah Road. So people who say that there isn't accidents, they're there. They may not be life invested or whatever, but they're people off the road in the ditch. That's some of the problems that we got. Why doesn't the town take, I mean county, take that piece of property there and use all of it. Go all the way to the back. Go across NC Public Works property they say they are not going to use and put the infrastructure there. So if they do use it, they got a road. You don't have any infrastructure on Old Savannah Road. I've been trying to get three phase power, can't get it. I've been trying to get water. I've got like money in. Can't get it. Trying to get sewer, can't get it. But you guys come in and all of a sudden everything's solved. We got all kinds of money. Well, how about [inaudible comment] the money down for the people who live there. I can't get cable. But it's the big picture. How far is this going to go? Like I said, in the development stage. Let's see here. I've got some other things here, you know you got your common access like say you already got the prison land down here. Everything's there. You can come through and you [inaudible comment] Penderlea Highway. That area there does have sewer, water, everything. \$2 million dollars like the gentleman said. Redoing this pump station here and so forth. Fixing this little access road. When I moved here, it was dirt. How much of this area are you going to tear up in construction. You're going to have to rebuild that infrastructure after you get done. Why not build it on the other side, where it's already there. We're talking a major, major problem and in traffic, we got 500 people traffic... How many are going to be after this facility comes into effect? We haven't got an idea on that. We know that there's going to be more people coming down the road with prisoners. Traffic back and forth, you know. I feel like if we're dealing with a bunch of big suits here that got all the regulations. Got everything, but nobody takes into consideration people's lifestyles. We've been here for 30 years. This is new. If it was here when we moved in, we can't complain. We can complain because it's not here yet. It was just like the bypass, just like everything people come in and push and push and push and they only get your way. We're just trying to make it work. We can live with your pushing. Thank you.

Mayor Dawson

Mr. Alan Cutler. Do you want to speak?

Alan Cutler:

Good evening. I will be very brief. I just wanted to thank you all for having all of us tonight. This is a need that has been there, the need for a new facility has been there for many years, way before I came here. And I've spoken to a few of you tonight and the ones I've spoken to, recognize that need and obviously it's the location and I appreciate that and I do understand their concern. I appreciate you hearing us tonight, and I also appreciate the fact that you are hearing from the public as well. Just want to thank you for working with the county on this project and appreciate your general relationship that we share with you.

Mayor Dawson:

Thank you. Would you like to address any other concerns?

Patrick Buffkin:

Well, Mayor, I think we did address a lot, you know, in our presentation. Perhaps I will ask you, what would the board like to hear from us? What concerns did you hear that we can address?

Commissioner Dawson:

I have a question. Was the location presented to the adjoining property owners. When the county was hearing the request, were the concerns addressed at that point and why did the county not consider it back off the road more?

Patrick Buffkin:

So a couple of things there. I hope to be helpful. I want you all to be comfortable with what we're proposing. Some of what you heard was confusing about the buffer. There is a natural buffer on the opposite side of the property line as one of the ladies appeared before you said. We are going to install the Type B buffer, that's identified right here in that bright green color as required by your unified development ordinance. That type B buffer consists of Evergreen plantings. If you go from the outside of the property, which is the neighbor side of the property. What they will see is Evergreen shrubs, Evergreen trees and a fence or a wall. So that will be a buffer that will filter light. It will filter a little noise and it is what's required under the town code and we're going to do that. We did have some robust discussions about whether we could do it. It would be expensive, but if we had moved this road. There's a ditch on each side of this road. There is costs savings to the project by using that existing access and keeping those ditches where they are. Moving the road, moving ditches, triggers potentially significant environmental regulations on top of you know just the cost of engineering and building a new road in a different spot.

Commissioner Dawson:

I understand the location of the road. I'm talking about the depth on Old Savannah. Was that considered moving it back, because the roadway goes back a good distance. At the time it was presented to the county for consideration, was that or any of the adjoining properties owners' concerns address and was it considered moving it back more off the road so it wouldn't be so close to those homes.

Patrick Buffkin:

Yes, ma'am. Thank you for that question. But since the project has gone through some iterations and we we've tried to be a good neighbor, there is no perfect site to develop and there's no perfect project, but we've tried our best to comply with your town ordinance and we've tried our best to do a good project for people of Pender County. So specifically about where it's located, like I said, there was some different iterations of the project. This one was chosen to preserve future space on the balance of the parcel. This is the 32 acre site. The entire parcel is 100 acres, so we've got 65 or 70 more so acres that would be preserved for future development.

Commissioner Dawson:

That doesn't exactly answer my question. I was asking was it considered because it is such a large parcel of land, to shift everything back, so it would be farther away from the existing residents. Because I'm hearing their concerns. I live right down the street from the existing jail,

so I understand their concerns. You get used to it, but I don't live in the country. I live right in town. So was any of that considered when it was going before the county? Because you've been discussing it obviously for some time, was that considered and Alan might can answer that question for me. Was that considered shifting everything back off the roadway of?

Patrick Buffkin:

Yes, ma'am, it was. And I was like I said, the reason we chose this configuration was to preserve the balance of the property for future development potential.

Commissioner Rivenbark:

Only other question I may have, and I know it's down the road, is the lighting situation. What is our...we have a luminance ordinance? How much lighting could be involved? And I know you guys, engineers, especially know more about it. The current prison, if you're coming down I-40 like I have over years. You can see Burgaw because the lights reflecting off the clouds, especially if it's foggy and so forth. The lighting situation for the neighbor across the street as well as Mrs. Batts on the other side. If there's any way possible we can configure some way to help in that situation. I know you're going to grow some stuff there, but it's not going to take care of it immediately and we know that common sense is going to let us know that, but if there's any way you can consider that if this is approved, to help with the light, but again, you got to have lighting because it's a law enforcement center. And you got cameras out there. You got to be able to see things, you know. Just some consideration over the lighting, the type of lighting that would not elevate to the sky too much, but still cover the grounds that they can still have, you know, whatever for cameras and other things as well. But just something to consider there because this is a big project and that's one of the comments I heard as well, on the lighting aspect.

Patrick Buffkin:

Yes, sir. Thank you, Commissioner. We do have options on that. It's a little early in the development project to get to that level of detail, but we will explore those options again. It's our intent to be a good neighbor, and light pollution is something that affects neighbors. So we will take that seriously and we will try our best to do a good project for the neighbors.

Commissioner Rivenbark:

Thank you.

Jennifer Matthews:

Olivia, I'm sorry, I'm not on the list to speak, but I've got a question that I've not heard...that nobody has brought up that's a concern.

Attorney Rivenbark:

That's at the board's discretion, but you'll need to be sworn.

Mayor Dawson:

If you'll swear yourself in and if it's a valid question that needs to be asked.

Attorney Rivenbark:

Anyone any other additional folks that didn't...were not sworn earlier? Is that okay with the

board? If you would stand up. I, and state your name.

Jennifer Matthews:

I, Jennifer Matthews.

Mike Spano:

I, Mike Spano.

Attorney Rivenbark:

Do solemnly swear that the testimony you give today will be the truth, the whole truth and nothing but the truth, so help you God, or you may affirm.

Jennifer Matthews:

I do.

Mike Spano:

Yeah.

Jennifer Matthews:

So I came to support Crystal today, but nobody has brought up this traffic study. I travel this road on a daily basis. Nobody has mentioned the 90 degree curve after you pass the elementary school. And then the sharp curve before you get to where the traffic study was done. So my concern is, if they're leaving this area to go around then the sharp curve and then around this 90 degree curve, into an elementary school, I don't understand how a traffic study from here to here is legitimate. I mean, there's a school there. I mean, there's a 90 degree curve. I mean, none of this has been...nobody's mentioned this.

Mayor Dawson:

Okay. We will see if they can answer.

Jennifer Matthews:

It's very...it's something that needs to be taken into consideration. That's all I can say.

Mayor Dawson:

Thank you. If you'll step up. I will just need...have you sign this sheet before you leave.

Mike Spano:

Can I approach the board? I live down Old Savannah Road a ways so [inaudible comment], but quick question, if all of you board members own this house, would you rather have egress here or here? I'm a retired contractor. I feel bad for her.

Mayor Dawson:

I mean...I was going to ask a very similar question. Moving it back doesn't change these driveways. I see their point as well. I guess some of the driveway is probably part of the issues at this point, whether it's where it's currently sitting or moved back, correct?

Commissioner Malloy:

May I ask the question? The question I have for all of us here tonight. This is a great meeting. So my question to all of us. How can we make this work? How can we get this facility in place? Because we need this facility. The county spends a lot of money housing prisoners outside. That's money that we need to keep in our pockets, so how can we come together, work together and get this project in place? So I mean that's....and please understand me, we will have to be reasonable in how we approach this, because we're not going to get all what we want so there has to be some buffer. There has to be some compromise to get things done. But we need this project.

Crystal Batts:

I [inaudible comment] one property owner.

Commissioner Malloy:

I understand. We need to somehow...just please work together.

Raymond Bost:

[Inaudible comment] acres in the back [inaudible comment] open that you're not going to take...and save for use another date and use the back section now. What's the difference? Why do you have to have the back saved when nobody's there? [Inaudible comment] front part until you need it.

Mayor Dawson:

Can we address the question about how it may affect the road from the school and the curve and there is an elementary school located...

Patrick Buffkin:

Yes, ma'am. I'll need Mr. Stephenson's help with that if that will be alright.

Rynal Stephenson:

And I know there are some curvature and some less than desirable road conditions. You know, maybe upper bound, you know from here, however, the folks utilizing this road, you know? Utilize this facility traveling up and down these roads would be folks that I would think would be the ones who would you certainly understand that being law enforcement. You know folks that. You know, would pay close attention to those things and really take those curves and things more seriously. You know a project like this, you can't straighten curves and things like that. I mean, on some of these roads. That's a much different scale of project. But the traffic is low. This is not a hot traffic generator facility. And the types of folks who are going to be going in and out of this facility are the ones that I would certainly trust to be able to navigate those roadways. Another point, if you look at the plan here. Most of the traffic and you can see it on plans to come out of the driveway paved right there, you can kind of see the access to the public and parking area, so in that driveway is going to be the one that carries more of the traffic. Just thought I would mention that as well. Does that help answer the question?

Commissioner Dawson:

It does part of it, but I do have another question and I understand their concern. And I also understand the need and we need this project. Is there anything, like Commissioner Malloy, is

there anything we can do as far as not utilizing that existing road. That road was put in because the county was fortunate to get a grant to get that site. And DOT put that road in. It doesn't mean we have to use it. Can that road be shifted down? Can a new road be put in to alleviate that concern going right in by Ms. Batts' home?

Patrick Buffkin:

Thank you, Commissioner. I'm going to ask Mr. Boyd to come up here. He is going to address that question. And it seems your constituents are concerned about how we made the decisions to put the development site in place we did, so I'm asking to ask him to address that as well.
Joe Boyd.

Joe Boyd:

So the first question about the existing access and potentially moving that access. There is an existing large ditch that separates basically the property line is the center line of that ditch. Moving that access is going to change that drainage path. We don't want to impact that drainage path. Shifting it down is going to be a significant cost increase to the project, with all more culvert pipes, piping further, greater impact potentially to the adjacent landowner to make that adjacent driveway change, so leaving it in place is really the best thing to do for that access right there. Again, that access you can't see so well on the plan, but these are gated accesses. Technically the public can turn on that but they don't have no where to go because there are fences and little gated guard [inaudible comment] for the sheriffs and their employees will only be able to access through this back end. So, there will not be a nearly the traffic. Again, this is not a heavy traffic site to begin with But pulling traffic will be carried through [inaudible comment] to the right into that public parking lot. These other lots are all gated, you know, private staff parking lots.

Attorney Rivenbark:

If I can interrupt you, maybe I can save a little time. I think the question is more along the lines of why do you need access on the left side towards Ms. Batts' residence as opposed to going directly out to Old Savannah Road and if it can be changed, would the applicant agree to do so.

Joe Boyd:

There's also a safety factor of having two different access points. So, I don't want to speak before the county...that access is existing, you know, relocating it is very cost [inaudible comment]. We're not proposing a new access there. That is an existing access, we're tying to it and in case of some sort of crazy emergency, there is a secondary access out of the site, rather than one spot. So there's a safety factor for leaving that in place and again...

Commissioner Dawson:

That second spot is also a problem because it is dumping right in front of someone's home. So I agree with Mr. Malloy, if we can, if we can, agree the compromise for some of our residents...

Joe Boyd:

If DOT asks us to relocate entrances, sure. The existing entrance is an existing entrance. If DOT requests us to relocate that one...

Commissioner Dawson:

We are requesting that.

Joe Boyd:

I don't know if DOT is going to agree to that. We can't agree to that...DOT likes accesses to line up. All setting driveway the more accesses. Sorry, it's a safety issue, so if DOT says yes you can move it away. I don't think we would have a problem with that.

Commissioner Dawson:

There's plenty of room out there that it can be moved.

Joe Boyd:

I understand that. But there's safety involved with lining up.

Commissioner Dawson:

I understand that, but it would, it would literally be dumping almost in her front yard.

Joe Boyd:

Right, but I don't want to cause traffic...other potential issues.

Commissioner Dawson:

I don't think it will, sir. I've ridden up and down that road many, many times.

Unknown commenter:

The 90 degree curve and the other curve would be more of a traffic issue than...

Joe Boyd:

Again, as a professional, we have a traffic expert here that [inaudible comment]. My professional opinion is that you want accesses to line up. You do not want offsetting accesses.

Commissioner Pearsall:

Could you [inaudible comment] where the green line is coming down, could that be dropped down some, closer to the building itself, the facility, because that will allow, I don't know the young lady's name, the lights are not going directly into her home.

Joe Boyd:

Yes.

Commissioner Pearsall:

So currently you have like a 35 degree, could it not just be moved over maybe another 50 feet and straight down parallel with the building?

Joe Boyd:

So you're saying shift the buffer down some?

Commissioner Pearsall:

Towards the road. The green line...this here. Currently you're dumping right here. Could this be

moved straight down this much. This line and come straight down. Because you're really not losing anything. You want [inaudible comment] something for the future. I [inaudible comment] with Commissioner Malloy. We need the project, but if this can... this is an existing [inaudible comment]. And this could all be down here. Make a street to come down this way. That will give to the resident more peace, more buffer for herself. This here is something that needs to be addressed too because it's also [inaudible comment] in front of someone's home. I cannot see why this entire area can come down here.

Joe Boyd:

I'm not saying it cannot.

Commissioner Dawson:

Sir, that road would have to be improved because that's a very old road.

Joe Boyd:

So.

Commissioner Dawson:

You're not going to be able to utilize it. It is a very old road.

Patrick Buffkin:

Thank you, Commissioners. I know you're taking this seriously and we're trying to get solutions. We're looking at an expensive decision that needs to be made here. None of the people that are in front of you have the authority to commit the county to do that just yet. But I will tell you what I can do and I want to make sure I'm understanding. The board is thinking about two reconfigurations of the driveway. This one dropping straight down. Am I understanding that correct.

Commissioner Pearsall:

Yes.

Patrick Buffkin:

Thank you.

Commissioner George:

Take that one and just put...hey, put your marker back up there.

Patrick Buffkin:

Yes, Sir.

Commissioner George:

Take that and move it to the to the left, to the right I mean. Come on, come on. Right there. Let it dump into that circle down there. No, come on over, right there. Do the same to that one.

There were several inaudible comments being made a once.

Patrick Buffkin:

Move in?

Commissioner George:

Yep.

Patrick Buffkin:

Yeah. Okay. Well, like I said, this this is something that DOT's going to have a say so in and we can't tell you tonight what DOT will approve. But I can tell you this, we can see some issues with this possibilities. One is...

Commissioner Malloy:

Now, Sir. Would you go back to that? Just let me ask this question. And the concern for the constituents. The road, the first top road coming out. Mr. [inaudible comment] this. The 2nd road down, could that be emergency access? And like I said, we want to compromise. We want... we need this project and that's what we are simply trying to work through. We need this. I'm behind the project. I'm not against it. I want to make that known, but we are just trying to make some adjustments and compromise to get it done. I know we're not going to satisfy everybody, but somewhere in the middle can kind of meet and get things done. Is there a possibility of working with DOT? That you can maybe make this here, the second road down, your emergency access and that would kind of take away from the traffic or the lights from coming out from the house. On this end here. I do know, like Mrs. Dawson said, when it come to the trailer there, that can be a little disheartening for the people and I think there should be some consideration to kind of keep that off of them. Can you work with the DOT in that capacity, to just try to change that.

Patrick Buffkin:

Yes, Sir. And we will. If DOT was here tonight and told us that we can get that plan approved, we would do it.

Commissioner Malloy:

I'm not against it. We need this.

Patrick Buffkin:

Right.

Commissioner Malloy:

And I know it would save the county a lot of money, but if we can work with DOT to make those adjustments, if you would introduce them.

Patrick Buffkin:

Yes, Sir.

Commissioner Malloy:

And help us out there.

Patrick Buffkin:

We will do that and we will try to make that work. You know, and there may be other things we

can do to help the neighbors, if they needed vegetative screening on their side, we can talk with them about doing plantings for them.

Commissioner Malloy:

Okay.

Patrick Buffkin:

But I can commit to you tonight, we will have this conversation with DOT. If we can make the reconfiguration that you all talked about tonight, work and DOT will approve it.

Commissioner Malloy:

Okay.

There were several inaudible comments made in the background.

Commissioner Pearsall:

With those hairpin turns going around two [inaudible comment] that's there, can anything be put there for safety because as the constituents are stating, you know, they're pulling people out of ditches and everything. I've ridden that road many a time, when it's foggy, when it's wet, you can easily slide off. You going to have buses going back through both ways. So, if this is and I am for this project, but safety is also a concern. Go on these turns, even at 25 to 30 miles an hour at night with deer, those roads need to be built up in safe, safety concerns with me, both there, especially going around by elementary school too. So if you guys can take that back to your plans to the DOT and say look we need to buffer those two hairpin turns because accidents will happen. We don't live there, you guys don't live there. We have residents that do and it brings concerns up.

Rynal Stephenson:

I think that's a great point. And there are some relatively inexpensive things that can be done there to help with that. And so we have a lot to talk to DOT about. That is one thing we could add to the agenda for there is what we can do in those curves to provide additional signage, markings, reflective materials, wherever there is to help with that. So, absolutely we add that to the list.

Commissioner Rivenbark:

Thank you. That will be very, very beneficial.

Joe Boyd:

Glad to do that.

Commissioner Dawson:

Thank you for your consideration in that because I think we can make everybody happy and we all understand that this is definitely a need and would like to see it happen as soon as possible. But we also had concerns with the existing roadway, which would have to be improved because it is a very old road, so as, Commissioner George, and I think Commissioner Pearsall as well, making that straight where this is an existing roadway configuration within the development could go straight out to Old Savannah Road, instead of having to turn on the other one. Still use the back section as emergency for ingress and egress, but biggest majority of the traffic, if that

could be worked out and I think everybody would feel much better about that.

Attorney Rivenbark:

Mr. Buffkin, can I ask it this way, I'm not an expert on this and you're not an expert on this. It doesn't make any sense to me how the concrete can't go towards Old Savannah Road at a, should be a shorter distance and how that would cost more money. But I'm not an expert on that, but would you as the applicant and the county consider following condition if the board approved it, and the condition is that the first driveway coming from Old Savannah closest to Ms. Batts' house, if DOT allowed it and we would like a town representative in those meetings, whoever the board would nominate, and if the board agrees with this assessment, if the county would accept this condition that if DOT allowed it, with a driveway permit, that that first driveway be moved from whatever road that is adjacent to Ms. Batts' house, tow Old Savannah Road, would the county accept that condition if DOT approved that?

Patrick Buffkin:

I think we could do that. You know, I would like to see it written down, I would like to have a chance to consult with the team, but if you will take our good faith commitment on that and we will keep you updated. We're going to make an effort to do it. We've heard you loud and clear. It's a serious issue that needs to be dealt with and we're going to do that and if we can get DOT's approval of it, we will make it work.

Attorney Rivenbark:

It is the board okay with that? Does that summarize what your concerns are? If DOT will allow it, that first driveway... not go on that road... but go out to Old Savannah Road. Would that be a sufficient condition to attempt to address some of those concerns?

Mayor Dawson:

That's the first issue they're asking for. The second, being the emergency access.

Commissioner Rivenbark:

Yeah, you can't eliminate that emergency access. You got to have that. That's...you'll have to leave that emergency access there.

Several inaudible comments were made in the background.

Crystal Batts:

The emergency access road next to my house, floods every time it rains. Everyone in this room right now knows that. The whole reason for this road coming back behind going out to Penderlea Highway, that could be the emergency access because of the flooding issues with this little old road that they are just dying to use for ingress and egress for whatever reason. Every time it's a heavy rain, it's under water. The DOT comes out and puts out there little signs, you know, high water, caution flooding area, whatever, is at that road. So, why they are really wanting to use that road, I have no idea. And the road going out to Penderlea Highway is supposed to be an emergency road.

Attorney Rivenbark:

I can ask that last question, Mr. Buffkin, again, slightly differently, so that we don't have to delay this. Would the county, as a condition allow the town to have a representative at the DOT

meetings to discuss the county's concerns? That will take the heat off of you, for taking your commitment, so allow the board to appoint a representative to meet with the county and DOT as you go through the driveway permit process?

Patrick Buffkin:

Mr. Rivenbark, I think that is an artful solution. We'd readily agree to that.

Attorney Rivenbark:

Is that okay with the board?

Commissioner Malloy:

Yes.

Commissioner George:

If we plan to annex the plan, we need to have some say-so.

Commissioner Malloy:

Yes.

Commissioner Rivenbark:

I agree.

Commissioner Dawson:

I think we all want to approve it and we can approve it contingent upon these requests.

David Organ:

Can I add some more?

Mayor Dawson:

Can you step to the podium?

David Organ:

Now the traffic study, that you said, 500 vehicles a day, that doesn't take into consideration harvest time, planting time, with all the 18 wheelers coming up and down when they're hauling their corn to the silos around that...and I think they should have included that blind corner, the blind curve because there are 18 wheelers going around there. They run me off the road all the time because sometimes you know the backs of the trailers askew and it will come across your lane. It's bad and I think they purposely left off the blind curve, so [inaudible comment] you know, and I don't know what the big deal is on putting it here we you can push it all the way up here close to the prison where all the infrastructure is already in place. And if there's more light, I mean, the prisoners lit up like Fourth of July anyway, the lights not going to hurt anybody. So what's the big issue, I mean and then I hear future development because it there...whatever they got planned for all this other stuff. I mean, is that the main issue? Put this over here out of the way so they can develop this something we don't know about yet? I mean, consider that. Thank you.

Commissioner Dawson:

I don't think so, sir. I think what they're trying to do is get this accomplished, which is going to take some time and it will be sufficient for years.

David Organ:

I'm all for it. I'm all for it. I mean, cause we need this, but not right there.

Commissioner Dawson:

We do.

David Organ:

Put it on the back, close to the prison will not affect anybody.

Commissioner Dawson:

This is property that was donated to the county and as taxpayer [inaudible comment] one too, we are doing everything we can to save money. It would be significantly more expensive if this was...if we had to redo this. But I think it's like, Commissioner Malloy said, we can definitely work through some compromise and approve it. And I think it would...I think the residents would be more pleased with that.

David Organ:

If you say so.

Attorney Rivenbark:

If I can address one thing I heard from the audience. The courthouse moving. That is not allowed anywhere in the Town of Burgaw...Courthouse is only allowed in the B1 zoning district, which is basically where it is right now. So that would require this board to change their ordinance and I don't think that will ever happen. If it does, I will no longer be their attorney and they will probably need more protection than Sheriff Cutler can provide.

Comments were made in the background for clarity on "a movie" verses "moving."

Commissioner Rivenbark:

One more statement and I'm going to hush. I think you're on the right path to talk to DOT and work with them and those engineers are very intelligent. I met...Mr. Gantt and I met with one of them and just listening to them. They know what they need to do. I think that's where we need to go next. Move this process along because we don't want to delay it any further than we have to, but please set up that meeting and whoever the Board of Commissioners appoint to be on that committee to help, you know, understand it and protect our part of it, but I think that's the next goal we need to really work on. Thank you.

Commissioner George:

I think you just volunteered.

Commissioner Malloy:

Are we good?

Mayor Dawson:

Are we ready to? Are we going...are we ready to proceed with the conditions? Is that what we want to do this evening?

Commissioner Malloy:

Yes.

The board agreed.

Mayor Dawson:

Alright, so at this time, if there's not anything else to be said, we will close the public hearing.

Mayor Dawson declared the public hearing closed at 7:46 PM.

I. Resolution 2024-08 Special Use Permit

Resolution for a Special Use Permit for property located on Old Savannah Road South (Parcel ID: 3219-87-6937-0000) to allow the Pender County Law Enforcement Center project which includes a detention center (jail) in the RA, Rural Agricultural Zoning District.

Mayor Dawson read aloud the following findings of fact.

A. The location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located.

All board members voted "yes."

B. The use is allowed pursuant to this ordinance and meets all the required conditions and specifications, including without limitation, those set out in this Ordinance.

All board members voted "yes."

C. The use of the property will not affect other adjoining or abutting property values.

All board members voted "yes" with Commissioner Dawson adding contingent on driveway locations. Attorney Rivenbark asked Attorney Buffkin if the county agreed to let a town representative be involved with the meetings with NC DOT. Attorney Buffkin agreed.

D. That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.

All board members voted "yes."

E. The increase in vehicular traffic resulting from the proposed development would

not pose a danger to public safety.

All board members voted "yes" with Commissioner Pearsall adding conditions that additional safety measures be put into place at the two curves on Old Savannah Road near the proposed project.

There being no further discussion, Commissioner Rivenbark made a motion to approve Resolution 2024-08. The motion was seconded by Commissioner Malloy and carried by unanimous vote.

The board agreed for Commissioner Rivenbark to serve in the meetings with the county and NC DOT. Commissioner Malloy will attend if Commissioner Rivenbark is not available. Attorney Buffkin will be in contact with Mr. Gantt.

D. Text Amendment Request

Consideration of a text amendment to the Unified Development Ordinance by staff to amend sections 8.14 Table of Permitted Uses, Special Uses and Special Requirements, 8.15 Use Standards, 8.16 Regulations for Special Uses, and 17.2 Definitions.

Mayor Dawson declared the public hearing open at 7:52 PM.

Mr. Combs presented the requested text change amendment as described in Ordinance 2024-08.

There being no concerns voiced by the board, Mayor Dawson declared the public hearing closed at 8:00 PM.

I. Resolution 2024-09 Statement of Consistency

Adopting a statement of consistency regarding text amendments of the Town of Burgaw Unified Development Ordinance requested by staff of the Town of Burgaw to amend sections 8.14 Table of Permitted Uses, Special Uses and Special Requirements, 8.15 Use Standards, 8.16 Regulations for Special Uses, and 17.2 Definitions.

Commissioner George made a motion to approve Resolution 2024-09 with the consistency statement. The motion was seconded by Commissioner Pearsall and carried by unanimous vote.

II. Ordinance 2024-08 Text Amendment

A text change amendment to the Town of Burgaw Unified Development Ordinance requested by staff of the Town of Burgaw to amend sections 8.14 Table of Permitted Uses, Special Uses and Special Requirements, 8.15 Use Standards, 8.16 Regulations for Special Uses, and 17.2 Definitions.

Commissioner Malloy made a motion to approve Ordinance 2024-08 as presented. The motion was seconded by Commissioner George and carried by unanimous vote.

10. Items from Manager

A. Public Safety Radio Replacement Project

Mr. Gantt reminded the board that public safety radios need replacing by year 2025. He advised this system works in conjunction with the county's radio system. Therefore, the county has come up with a joint effort in purchasing the radios with a bulk discount and municipalities would pay the county back for the radios over a period of time, as opposed to the town purchasing all of the radios needed at once. Mr. Gantt said the county will allow the town to make payments over a 72 month period at zero interest. He said the agreement with the county was included in the agenda packets for review by the board. Attorney Rivenbark said he is okay with the agreement. There being no discussion or concerns voiced by the board, Commissioner Rivenbark made a motion to allow the town to move forward with the agreement with the county regarding the radio replacement project. The motion was seconded by Commissioner George and carried by unanimous vote.

B. Update on current town projects

Mr. Gantt gave an update on the Burgaw Town Center parking lot progress. He also said the RFQ advertisement for the Storm Water Master Plan has been published, as well as the process for the RFP for solid waste bids has started. The current contract with GFL ends June 30, 2024.

Mr. Gantt said he gave an updated project dashboard to the board.

Mr. Gantt recognized Mr. Combs and thanked him for his service to the town over the last year and a half.

11. Items from Attorney

Attorney Rivenbark stated he only had items for closed session.

12. Items from Mayor and Board of Commissioners

Commissioner Dawson commented how grateful the town is to have Fire Marshal Kratovel and all she is doing. Commissioner Dawson also thanked Mr. Combs for his service to the town.

Commissioner Dawson gave a few updates from the Beautification Committee. She said the committee agreed to have the rose bushes removed at the stand-alone flower

bed area at the end of the Depot at Fremont Street and Dickerson Street. There is a site distance issue and the mulch is too high. Mr. Stanley and his crews will take care of this project. Commissioner Dawson added the committee is looking at possibilities of putting a new, larger welcome sign at the entrance near South Walker Street and US Highway 117. She requested this be discussed during the upcoming budget meetings.

Commissioner Dawson commented on the dark stains running down the exterior wall of the inspections building. Staff is aware and handling the issue.

Commissioner Dawson thanked Mr. Suggs for the updated work being done at Harrell Park.

Commissioner George thanked everyone for all they are doing for the town.

Commissioner Malloy said he is grateful for everyone and what they are doing. He thanked Gilbert for his work with the town.

Commissioner Rivenbark said he appreciates everyone and thanked Mr. Moore for the rock that was put at the driveway of the Pender County Museum and the area near the Casey's house on Cowan Street.

Mayor Dawson commented on the following items that need attention: stop signs on Ashe Street are dirty and need cleaning and markings on the pavement near school zones need refreshing.

Mayor Dawson asked if we can consider putting the diagonal parking back along Fremont Street in front of First National Bank. Mr. Gantt said yes and that staff is currently getting a list together of other striping or markings needed along the trail, as well.

Mayor Dawson said she will be attending the upcoming Mainstreet Conference.

Mayor Dawson commented on the recent comments around town regarding the removal of General Pender monument on the Courthouse Square. Attorney Rivenbark said, based on his research, he does not believe it can be removed.

Mayor Dawson asked for a status on the iPad project for the board. Mr. Gantt explained.

Mayor Dawson commented on a possible resolution or letter of support for the rail coming back through town in the future.

Mayor Dawson asked how the town can control the areas outside of festival footprints for vendors, food trucks, etc. There has been concern in the past with vendors not applying through the NC Blueberry Festival and setting up outside of festival

parameters. After brief discussion, staff will look into this and bring back more information to the board.

Commissioner Rivenbark stated he will be attending the rural transportation meeting on Friday.

There was brief discussion about local businesses having delays in getting driveway permits from NC DOT. Mr. Gantt will reach out to NC DOT.

13. Closed Session

A. Pursuant to NC GS 143-318.11(a)(3) Attorney/Client Privilege

Commissioner Malloy made a motion to go into closed session pursuant to NC GS 143-318.11(a)(3) Attorney/Client Privilege at 8:26 PM. The motion was seconded by Commissioner Pearsall and carried by unanimous vote.

Commissioner Malloy made a motion to go back into open session at 8:48 PM. The motion was seconded by Commissioner Rivenbark and carried by unanimous vote.

14. Adjournment

Prior to adjournment, Commissioner George made a motion to approve a budget amendment in the amount of \$4,500 for an easement for Crosswinds. The motion was seconded by Commissioner Malloy and carried by unanimous vote.

Commissioner Rivenbark made a motion to adjourn the meeting at 8:49 PM. The motion was seconded by Commissioner Dawson and carried by unanimous vote.

ORDINANCE 2024-11

***AMENDING FISCAL YEAR 2023-2024
ANNUAL BUDGET
Increasing Revenues and Expenditures***

WHEREAS, the Town of Burgaw Board of Commissioners passed an ordinance adopting a budget for FY 2023-2024 on June 6, 2023; and

WHEREAS, NC Blueberry Festival is seeking sponsorship from the Town to assist with the Festival taking place on June 15, 2024; and

WHEREAS, the Town of Burgaw Board of Commissioners would like to support the festival by making a monetary donation; and

WHEREAS, a general fund fund balance appropriation is necessary to fund this expenditure.

***NOW THEREFORE, BE IT ORDAINED BY THE TOWN OF BURGAW BOARD
OF COMMISSIONERS THAT:***

The FY 2023-2024 budget be altered to reflect the following changes:

INCREASE BUDGETED REVENUE

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
10-3900-00-900	Fund Balance Appropriation	\$ 1,200

INCREASE BUDGETED EXPENDITURE

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
10-4100-00-570	Governing Board Miscellaneous	\$ 1,200

Adopted this the 14th day of May 2024.

Attest: _____
Kristin J. Wells, Town Clerk

Signed: _____
G. Olivia Dawson, Mayor



**Town of Burgaw
ITEM REPORT**

Item: 5D

DATE OF MEETING: May 14, 2024 DEPARTMENT OF ORIGIN: Planning	DATE SUBMITTED: 05/07/2024 SUBMITTED BY: Kristin Wells, Town Clerk
AGENDA ITEM DESCRIPTION: Resolution 2024-11 Request to Appoint Town of Burgaw Map Review Officer	
SUMMARY STATEMENT: Request to Appoint Map Review Officer. A map review officer, as outlined in NCGS 47-30.2, is responsible for reviewing maps and plats before the map or plat is presented to the register of deeds for recording. The Pender County Board of Commissioners is responsible for designating review officers for the county. It is in the interest of the town to have the Planning Administrator designated as a map review officer to ensure that the requirements of our ordinance are followed during land subdivisions. Ron Meredith, Planning Director, is currently not approved by the county to review such maps and plats. Before the County Board of Commissioners will approve him, a request must be made by the Town Board of Commissioners. This resolution, if approved, will be submitted to the County as part of the process for her to be named a map review officer.	
STAFF RECOMMENDATION AND REQUESTED ACTION:	
FINANCIAL IMPACT INCLUDING FUNDING SOURCE:	
FINANCE DIRECTOR COMMENTS:	
ATTACHMENTS (IF ANY): Map Review Officer Resolution 05_2024	

RESOLUTION 2024-11

REQUEST TO APPOINT TOWN OF BURGAW MAP REVIEW OFFICER

WHEREAS, the Town of Burgaw must review maps and subdivisions; and

WHEREAS, the Pender County Board of Commissioners must approve the appointment of the Town's Map Review Officer.

NOW THEREFORE BE IT RESOLVED that the Town of Burgaw Board of Commissioners is hereby requesting that the Pender County Board of Commissioners approve the appointment of Ron Meredith, Town of Burgaw Planning Director, as a map review officer for the Town of Burgaw, along with already approved James H. Gantt and Kimberly Rivenbark in accordance with NCGS 47-30.2.

Adopted this the fourteenth day of May, 2024.

Attest: _____
Kristin J. Wells, Town Clerk

Signed: _____
G. Olivia Dawson, Mayor

RESOLUTION 2024-12

Resolution to support project R-5701 for traffic signal installation and intersection improvements along NC Highway 53 and US Highway 117 Business in the Town of Burgaw

WHEREAS, the Town of Burgaw Board of Commissioners support the safe and efficient movement of traffic for residents, visitors, and commerce; and

WHEREAS, the Town of Burgaw has been working with the North Carolina Department of Transportation to improve the safety and efficiency of the NC Highway 53 and US Hwy 117 Business corridor since 2006; and

WHEREAS, the North Carolina Department of Transportation has previously approved project R-5701 for signal installation and intersection improvements on NC Highway 53 and US Highway 117 Business; and

WHEREAS, construction on project R-5701 was scheduled for June 2020; and

WHEREAS, the Town of Burgaw was notified in October of 2019 that project R-5701 was delayed one (1) year with the new construction date in June of 2021; and

WHEREAS, in March of 2021, the Town of Burgaw was notified that, due to reprogramming of projects, project R-5701 was postponed to 2025 for right-of-way acquisition and to 2027 for construction; and

WHEREAS, project R-5701 involves the widening of turning lanes allowing for the safe movement of truck traffic through the only east and west truck route through town.

WHEREAS, project R-5701 involves the installation of a traffic signal at the intersection of NC Highway 53 and Wright Street, a congested intersection with increasing traffic incidents. Wright St is the direct path between C. F. Pope Elementary School and Burgaw Middle School and a highly traveled bus path for both schools.

WHEREAS, as traffic and incidents continue to increase, project R-5701 becomes a necessity and will improve the safety along a major North Carolina highway and truck route through our community.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Burgaw Board of Commissioners hereby urge the North Carolina Department of Transportation to expedite the installation of a traffic light at the intersection of Wilmington Street and Wright Street and the Board of Commissioners fully support Project R-5701, NC Highway 53 & US Highway 117 Business Intersection Improvements, in order to promote the safety of our community.

Adopted this 14th day of May 2024.

Attest: _____
Kristin J. Wells, Town Clerk

Signed: _____
G. Olivia Dawson, Mayor

RESOLUTION 2024 -13

Resolution Urging the North Carolina Department of Transportation to Install a Traffic Light at the Intersection of US Highway 117 Bypass and Wilmington Street in the Town of Burgaw

Whereas, the Town of Burgaw recognizes the importance of ensuring the safety and well-being of its residents and visitors; and

Whereas, the intersection of US Highway 117 Bypass and Wilmington Street in the Town of Burgaw has experienced an increase in traffic volume, leading to safety concerns for motorists, pedestrians, and cyclists; and

Whereas, numerous incidents of accidents and near-misses have been reported at this intersection due to the lack of proper traffic control measures; and

Whereas, the installation of a traffic light at the intersection of US Highway 117 Bypass and Wilmington Street would enhance traffic flow, improve safety, and reduce the risk of accidents at this critical juncture; and

Whereas, the Town of Burgaw believes that proactive measures must be taken to address these safety concerns and ensure the continued well-being of its residents and visitors;

NOW THEREFORE BE IT RESOLVED BY THE TOWN OF BURGAW BOARD OF COMMISSIONERS, that:

The North Carolina Department of Transportation (NCDOT) is hereby urged to expedite the installation of a traffic light at the intersection of US Highway 117 Bypass and Wilmington Street in the Town of Burgaw. Be it further resolved that the Town of Burgaw Board of Commissioners express its sincere appreciation to the North Carolina Department of Transportation for its attention to this matter and looks forward to a positive response to this urgent request.

Adopted this 14th day of May 2024.

Attest: _____
Kristin J. Wells, Town Clerk

Signed: _____
G. Olivia Dawson, Mayor



SPECIAL EVENT PERMIT APPLICATION

PLEASE TAKE TIME TO REVIEW THE SPECIAL EVENT PERMIT APPLICATION AND INSTRUCTIONS BEFORE YOU BEGIN COMPLETING THE APPLICATION FORM.

The Town of Burgaw is proud to have its residents and visitors host a multitude of community events in order to improve the quality of life and contribute to the economic vitality of the Town. The following pages include the Town of Burgaw's Special Events Permit Application and accompanying instructions developed to guide you through the permit process.

A Special Events Permit Application can be printed online or picked up at and submitted to:

Attn: Cody Suggs
Parks & Recreation Department
Town of Burgaw
109 N. Walker St.
Burgaw, NC 28452

For more information please contact (910) 300-6401 or csuggs@burgawnc.gov. On behalf of the Town of Burgaw we thank you for contributing to the vitality of our community and offer you best wishes for a successful event.

THERE ARE NO SHORTCUTS TO THE PROCESSING OF A SPECIAL EVENTS PERMIT APPLICATION. PLEASE ALLOW A MINIMUM OF THIRTY (30) DAYS FOR THE PROCESSING OF THE SPECIAL EVENTS PERMIT APPLICATION.

A completed application must have all applicable sections of the application complete and must include a detailed map of the event layout. Any application that is submitted without a map of the event layout will be deemed incomplete and returned to the applicant.

SECTION I – CONTACT INFORMATION

*Required information. Please complete entire section

Host Organization*

Host Organization is the organization accepting all financial responsibility for the event and provides the required insurance.

Organization Name: The 1865 Society of Pender Co., Inc

Type of Organization: ☐ Corporation ☐ LLC ☒ Non-Profit
(Non-Profit must provide copy of determination letter)

Mailing Address: P.O. Box 1464 Burgaw NC 28425
(Street Address) (City) (State) (Zip)

Physical Address: 513 N Wright St. Burgaw NC 28425
(If different) (Street Address) (City) (State) (Zip)

Primary Phone Number: (919) 740-7802 Fax Number: ()

Website Address: http://the1865societyofpendercounty.com

Event Organizer*

Event Organizer is the applicant given authorization by the host organization to apply for the Special Event Permit.

Name: Karen Malloy Title: President

Mailing Address: 513 N Wright St Burgaw NC 28425
(Street Address) (City) (State) (Zip)

Phone Number: (919) 740-7802 Cell Phone Number: ()

E-Mail address: gloriasdaughter53@gmail.com

On-Site Contact

Contact information for the person who will be on-site and will be the primary contact on the day(s) of the event.

Name: Karen Malloy Title: President

☒ Check if same as above for Event Organizer or Secondary Organizer

Phone Number: (919) 740-7802 Cell Phone Number: ()

E-Mail address: gloriasdaughter53@gmail.com

Only those authorized as event organizer and secondary organizer will be able to make changes to the application.

SECTION II – EVENT INFORMATION

***REQUIRED INFORMATION. Please complete entire section.**

Event Details*

Event Name: Juneteenth Celebration

Type of Event: ☐ 5k or 10k Runs ☐ Bike Races ☐ Block Party ☒ Celebration
☐ Ceremony ☐ Concert ☐ Festival ☐ Fundraiser
☐ Farmers Market ☐ Marathon ☐ Half-Marathon ☐ Parade
☐ Procession ☐ Street Fair ☐ Walkathons ☐ Car Show
☐ Other: _____

Detailed Event Description (50-Word **Minimum**):

The Celebration of the Juneteenth holiday/celebration with educational exhibits, participants vendors including the NC Dept of Cultural Resources and the NC A&T Heritage Commission, cultural events and activities.

Is this an annual event? ☒ Yes, ☐ No

Is this a multi-day event? ☐ Yes, ☒ No

If so, how many days? _____

Is there an admission fee? ☐ Yes, ☒ No

If yes, please include admission fee(s) \$_____

What is the anticipated attendance?

Overall: ~ 1000

Daily: _____

Previous year's attendance (if applicable):

Overall: _____

Daily: _____

Event Set-Up & Tear-Down*

If you will be utilizing street closures, please refer to the next section to provide all street closure information.

How many days will your organization require to:

Set-Up: 1 Tear Down: 1

Event Set-Up Date: Saturday June 22
 (Day of Week) (Date)

Event Set-Up Time: 7:30 to 9:00

Event Start Date: Saturday June 22
 (Day of Week) (Date)

Event Start Time: 100 AM/PM

Event End Date: Saturday June 22
 (Day of Week) (Date)

Event End Time: 7:00 AM/PM

Event Tear-Down Date: Saturday June 22
 (Day of Week) (Date)

Event Tear-Down Time: 7:00 to _____

If your event is a multi-day event, please complete the following information for each separate date. Space is provided for five (5) additional entries. If your event is longer than five (5) days, please attach an additional sheet of paper with the requested information.

Additional Day One:

Event Set-Up Date: _____

Event Set-Up Time: _____ to _____

Event Start Date: _____

Event Start Time: _____ AM/PM

Event End Date: _____

Event End Time: _____ AM/PM

Event Tear-Down Date: _____

Event Tear-Down Time: _____ to _____

Additional Day Two:

Event Set-Up Date: _____

Event Set-Up Time: _____ to Event Start

Date: _____

Event Start Time: _____ AM/PM

Event End Date: _____

Event End Time: _____ AM/PM

Event Tear-Down Date: _____

Event Tear-Down Time: _____ to _____

Additional Day Three:

Event Set-Up Date: _____

Event Set-Up Time: _____ to Event Start

Date: _____

Event Start Time: _____ AM/PM

Event End Date: _____

Event End Time: _____ AM/PM

Event Tear-Down Date: _____

Event Tear-Down Time: _____ to _____

Additional Day Four:

Event Set-Up Date: _____

Event Set-Up Time: _____ to Event Start

Date: _____

Event Start Time: _____ AM/PM

Event End Date: _____

Event End Time: _____ AM/PM

Event Tear-Down Date: _____

Event Tear-Down Time: _____ to _____

Additional Day Five:

Event Set-Up Date: _____

Event Set-Up Time: _____ to Event Start

Date: _____

Event Start Time: _____ AM/PM

Event End Date: _____

Event End Time: _____ AM/PM

Event Tear-Down Date: _____

Event Tear-Down Time: _____ to _____

SECTION III – STREET CLOSURE(S)

Closure Start Date: June 23rd - Saturday Closure Start Time: 6:00 AM/PM

Closure End Date: June 23rd - Saturday Closure End Time: 7:00 AM/PM

Please list the streets, from intersection to intersection, which will be closed for your event. Space is provided for up to five (5) entries. If you need more space please attach an additional sheet of paper with the requested information. Your Site Plan/Map must show all streets, street closures, and must include a designated 12-foot wide emergency lane.

1) Street Name: Wright Street

From (cross street): Courthouse Avenue

To (cross street): Freemont

Type of Closure: ☒ Street Closure ☐ Sidewalk Closure ☐ Lane Closure

2) Street Name: Freemont Street

From (cross street): Walker Street

To (cross street): _____

Type of Closure: ☒ Street Closure ☐ Sidewalk Closure ☐ Lane Closure

3) Street Name: _____

From (cross street): _____

To (cross street): _____

Type of Closure: ☐ Street Closure ☐ Sidewalk Closure ☐ Lane Closure

4) Street Name: _____

From (cross street): _____

To (cross street): _____

Type of Closure: ☐ Street Closure ☐ Sidewalk Closure ☐ Lane Closure

5) Street Name: _____

From (cross street): _____

To (cross street): _____

Type of Closure: ☐ Street Closure ☐ Sidewalk Closure ☐ Lane Closure

SECTION IV – VENUE & STAGING

Venue Details*

Venue Name: _____

Venue Address: _____
(Street Address) (City) (State) (Zip)

Venue Description (Please attach your Site Plan/Map to your Application Packet):

Staging Details*

The following items will be used at the event (Please mark all that apply):

☐ Amplified Music ☐ Bleacher(s) ☐ Dance Floor(s) ☒ Live Entertainment* ☐ Jumper
☒ Loud Speaker(s) ☒ Microphone(s) ☐ Disk Jockey (DJ) ☐ Moving Vehicles (Including golf carts)

☒ Stage(s) Number & Size: 1 Town Stage

☐ Do you need power on the square or at the depot?

Provide by: Town

☐ EZ Up Number & Size: _____

☐ Canopy Number & Size: _____

Please indicate location of EZ Ups/canopies and size on Site Plan/Map.

☐ Other: _____

*If Live Entertainment is selected, please describe: _____

Note: If any of the above items will be used, please indicate their location on your attached Site Plan/Map with Legend. Use of the above items may require the Event Organizer to meet Fire Department, ADA regulations, and insurance requirements.

Note: All formal request to use the court house square for an event should be made through Pender County Government.

Note: All formal request to use the Burgaw Community House/Train Depot for events at a rate beyond the already agreed upon rate, must go before the Burgaw Town Commissioners for approval.

SECTION V – CATERING & ALCOHOLIC BEVERAGES

Event Organizer must obtain a health permit for the event including all food providers. If alcoholic beverages will be provided or sold at the event, an ABC Permit is required. ABC Permit application must be submitted to the Town for approval a minimum of 10 days prior to the event. Police services may be required.

Event will include the following (Please mark all that apply):

- | | | |
|--|---|---|
| ☐ Alcoholic Beverages | ☐ Non-Profit Food Vendors | ☐ Pot Luck Items |
| ☐ Professional Catering | ☐ Pre-Packaged Food/Beverage Items | ☒ Retail Food Vendors |

SECTION VI – SANITATION

Restroom Facility Details*

Some events will require the presence of portable restrooms and/or hand-washing stations. Use of these items will require the Event Organizer to meet ADA regulations. Please contact your rental company for attendance to restroom ratios. Please indicate location(s) on your Site Plan/Map.

Will Event Organizer provide portable restroom facilities? ☒ Yes, ☐ No

SECTION VII – SITE PLAN/MAP INSTRUCTIONS

All site plans/maps must be submitted using 8 ½" x 11" or 8 ½" x 14" white paper. **All applicants are required to submit a detailed Site Plan/Map.**

Site plans/maps must also include a key showing the use of symbols for people, vehicles, first aid station(s), cooking station(s), food tables, stage(s), platform(s), barricades, 12-foot fire lane, etc.

If using Computer Assisted Generation (CAG) for the site plan/map please ensure the use of Arial Fonts no smaller than size 10.

SECTION VIII – MISCELLANEOUS

Animals

If animals will be present, food service canopies/tents must be at least fifty (50) feet away. It will also be required that Event Organizer provides portable hand-washing stations.

Will there be any kind of animals at this event (e.g. petting zoo, ponyrides, etc.)? ☐ Yes, ☒ No

If yes, please list type of animal(s):

If so, please indicate the location of the animals on the Site Plan/Map. Additional permitting may be required.

INSURANCE

Host Organization and/or Event Organizer must provide a General Liability Insurance Certificate providing evidence of general liability insurance coverage in the minimum amount of \$1,000,000 combined single limit, \$2,000,000 aggregate AND \$1,000,000 Auto Liability if the event includes any moving vehicles including golf carts AND an additional insured endorsement naming the Town of Burgaw, its officers, employees and agents' as additional insured. \$1,000,000 Liquor Liability if the event is selling alcohol. \$1,000,000 Liquor Host if the event is distributing alcohol at no charge. All vendors participating in the even and service providers must provide insurance as well as all contracted services for the event i.e. Security services, rentals, traffic management, etc. **This document must be submitted no later than fifteen (10) days prior to the event start date**

SECTION IX - INDEMNIFICATION AGREEMENT

Host Organization and/or Event Organizer agree, in consideration of the granting of this Application and Special Event Permit for:

The 1865 Juneteenth Celebration to be held on Saturday June 22, 2024
Event Name Event Date(s)
by Karen Malloy of The 1865 Society of Perdue County
Event Organizer/Primary Applicant Host Organization

Host Organization and/or Event Organizer(s) agree to defend, indemnify and hold harmless the Town of Burgaw, and the Town of Burgaw's employees, managers, council members, and volunteers harmless from any and all losses, damages, claims for damage, liability, lawsuits, judgment expense and cost(s) arising from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Special Event Permit regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of the Town.

Karen Malloy
Print Name

President
Title

Karen Malloy
Signature

April 3, 2024
Date

For Office Use Only

Approved: _____

Not Approved: _____

Parks & Recreation Director

Date

FIRE PROTECTION AGREEMENT

The Town of Burgaw Fire Department



**STATE OF NORTH CAROLINA
COUNTY OF PENDER**

Fire Protection Agreement

THIS FIRE PROTECTION AGREEMENT(hereinafter “this agreement”), is made and entered into this the ____ day of, _____ 2023, by and between PENDER COUNTY, NORTH CAROLINA, a subdivision of the State of North Carolina, hereinafter the “County”, and the Town of Burgaw the “the Town.” The County and the Town of Burgaw’s Fire Department may be referred to collectively as “the Parties” or individually as “a Party.” The Parties having participated fully in the review of this Agreement, understanding and accepting all the terms herein, having had opportunity to consult with legal counsel, and being fully informed as to the terms of this Agreement voluntarily agree to the terms of this Agreement with the intent to be bound;

RECITALS:

WHEREAS, North Carolina General Statutes (hereinafter NCGS) §69-25.5 provides that upon levy of a tax for furnishing fire protection authorized by NCGS Chapter 69, Article 3A(hereinafter “Fire Protection Tax”), the Board of County Commissioners shall, to the extent of the taxes collected, provide fire protection for the district by one of four methods, including contracting with any incorporated nonprofit volunteer or municipal fire department; and

WHEREAS, NCGS §153A-233 additionally provides that a county may contract for fire-fighting or prevention services with one or more incorporated volunteer fire departments, and may for these purposes appropriate funds not otherwise limited as to use by law;

WHEREAS, The Town of Burgaw Fire Department is a municipal fire department;

WHEREAS, the County and the Town desire to enter into a binding contract to provide fire protection services in Pender Central Fire District, on the terms and conditions herein;

AGREEMENT

Section 1. THE LEVY, COLLECTION, USE, AND AMOUNT OF TAX FOR FIRE PROTECTION

The County agrees to levy and collect the Fire Protection Tax in an amount set by and in the sole discretion of the County's Board of Commissioners in the County's annual budget ordinance. To the extent of taxes collected, the County agrees to make funds available to the Fire Department for the purchase, repair, maintenance, replacement of, equipment, facilities, and personnel.

Section 1(a). Fire District to Cooperate in the County's Budget Process. The Town agrees to cooperate with the County's annual budget process, including submitting to the County Manager or their designee such reports, projections, and requests as the Town deems appropriate carrying out the purposes of this Agreement, participating in meetings with the County Manager or their designee upon request, and presenting formal budget request to the County's Board of County Commissioners, at a budget meeting scheduled for that purpose. The County agrees to consider the Town's requests for funding; provided that, it being acknowledged and understood by the Parties that the County's Board of County Commissioner shall in all respects retain the sole discretion to the rate of the taxes levied for fire protection.

Section 1(b). Use of Funds Collected Restricted to Provide Fire Protection.

The Parties agree that the funds collected by the County through the Fire Protection Tax shall be used solely for the administration of fire department operations and fire protection in Pender Central Fire District, as more specifically provided in this Agreement.

Section 2. DISBURSEMENT OF FUNDS COLLECTED THROUGH THE FIRE PROTECTION TAX; ANNUAL RECONCILIATION.

The County agrees to disburse funds collected through the Fire Protection Tax to the Town in equal monthly payments on the first day of each month, the amount of each payment being equal to one-twelfth of the amount of the total annual appropriation for the Fire Department approved by the County's Board of Commissioners in the County's annual budget ordinance. In addition to twelve monthly payments, the County agrees to annually reconcile the amount of funds projected to be collected through the Fire Protection Tax and to disburse any amounts collected in excess of the projected amount to the Town within a reasonable time after June 30th of each year or to reduce a monthly payment to the Town by any amounts collected that is less than the projected amount.

Section 3. SERVICES TO BE FURNISHED BY THE COUNTY.

The County agrees to furnish the following services to the Town:

1. Fire Investigation and emergency scene assistance services;
2. Primary and Secondary radio communication frequencies, paging, and CAD services; provided however that it being agreed that the Fire Department is responsible for procuring, keeping safe, and maintaining its radio equipment and CAD license;
3. Hazardous Materials assistance when an incident goes beyond local agency capabilities and
4. GIS mapping assistance for response areas.

Section 4. SERVICES TO BE FURNISHED BY THE TOWN; STANDARDS FOR SERVICE

The Town agrees to furnish fire protection within the Pender Central Fire District, and to furnish other hazard and emergency response as recommended by the Pender County Fire Commission and approved by the County's Board of Commissioners. The Town shall provide equipment, personnel, and all other things necessary for furnishing such protection in the Pender Central Fire District. The services shall be in accordance with minimum standards set forth in this Agreement. The Town shall furnish fire protection without charge to all persons and property located in the Pender Central Fire District. The Town may contract with agencies of the Federal or, State governments, or water and sewer utility companies for the provision of fire protection services within the Pender Central Fire District by the nature of service, beyond this Agreement, and may pay a commercially reasonable fee under such a contract, provided, however that the additional services identified in the contract shall not cause an additional obligation of the County to fund fire protection services. The Town shall provide a copy of any contract that the Town enters into with an agency of the state or federal government for fire protection services to the Pender County Emergency Management Office of the Fire Marshal at least thirty (30) days prior to executing the contract or any contract renewals. The County's Board of Commissioner's approval of this contract allows for the use of County assets for the provision of fire protection services exceeding the scope of this Agreement. This requirement shall not prohibit the Town from billing for certain services, including but not limited to hazardous materials mitigation responses, based on a fee schedule or other cost recovery program, provided that such fee schedule has been approved by the Pender County Board of Commissioners. Notwithstanding the foregoing, the Parties acknowledge and agree that the Town is not required to provide special technical services beyond the minimum standards set forth in this Agreement.

Section 5. BOOKS AND RECORDS

The Town shall maintain its books and records such that upon reasonable notice and at any time the Fire Department can produce financial reports that accurately reflect the financial position of the Fire Department, including at a minimum a balance sheet, statement of cash flows, and profit and loss statement. Upon reasonable notice and without need for explanation or cause, the County may inspect the financial books and records of the Town. The Town agrees to cooperate with the County in providing access to the Fire Department's financial reports and other books, records, and information supply such financial books, records, and information or verification as may be reasonably requested by the County.

SECTION 6. ANNUAL REPORT

The Town agrees to provide the County annually, on or before the last business day of the month of October during the Term of this Agreement, a report of the Fire Department's

Operations, staffing, certifications, and finances. The Town may provide a draft version of the annual report to the County's Finance Department for review and comment prior to. If the draft version is submitted to the County's Finance Department prior to the first day of October, the County's Finance Department will review and provide comments to the Town within ten (10) business days. Upon receipt of the Fire Department's annual report, the County will review the annual report and provide a written response which notes any material issue with regard to accounting processes; compliance with laws, regulations, or contract provisions; fraud or abuse; or other financial mismanagement. Within ten (10) business days, the Fire Department shall provide a written statement issue noted and a proposed action plan (with implementation timetable) for resolving each issue. The Town shall provide periodic reports to the County on progress made in resolution of each issue. If the County determines, in its sole judgement, that the resolution of issues noted in a response in a response to an annual report requires assistance or representation by outside auditors, attorneys, or other professionals, the County may charge costs of hiring these professionals to the Town. In any year that the Town fails to submit an annual report, or fails to timely provide a written response to the County's review of an annual report, the County may suspend the disbursement of funds to the Town until the County determines, in its sole judgement is necessary, to complete a review of the annual report or written response and resolve any underlying issues noted in the County's review of the Town's annual report.

Section 7. NON-COMPLAINE BY FIRE DEPARTMENT

If at any time the County finds good cause to believe that the Town is in non-compliance with any provision of this Agreement, the County will provide the Town written notice of thereof and may demand a written explanation and justification of the Town's actions or initiate an investigation in the compliance status. If the County's investigation substantiates the belief that the Town is in non-compliance with this Agreement, then the County shall so notify the Town and provide details of the substantiated non-compliance, including any specific actions required to correct or cure the state of non-compliance. The County may, at its election and its sole judgement, determine to allow the Town up to ninety (90) days in which to cure the non-compliance and provide to the County documentation of the actions taken to correct or cure the non-compliance.

Depending upon the nature and severity of the Town's non-compliance, and in the sole discretion of the County, the County may immediately suspend the disbursement of funds to the Town or may set a date certain when disbursement of funds to the Town will be suspended if the non-compliance is not corrected or cured. The determination of whether the Town's non-compliance is corrected or cured shall be in the sole judgement of the County using commercially reasonable standards.

Section 8. AUTHORITY TO MAINTAIN DELIVERY OF SERVICES.

In the event that the Town of Burgaw's council determines that the Fire Department is unable to reliably deliver the services described herein, for reasons including, but not limited to, resignation or withdrawal of volunteer, part-time or full-time members or other withdrawal or loss of ability to deliver services, the Town Council shall immediately so notify the County, at which time the Town authorizes the County or its agents to suspend the monthly payment to the Town.

Section 9. RELATIONSHIP OF PARTIES

The Parties agree that the relationship between the Fire Department, including any officer, employee, or agent of the Fire Department, and the County is that of an independent contractor and is limited to the performance of this Agreement in accordance with its terms. No provision in this Agreement is intended to create an employer-employee relationship between the County and the Fire Department and no liability for benefits, such as workers compensation, pension rights, or otherwise shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or performance or non-performance under this Agreement.

Section 10. TERM OF AGREEMENT

The term of this agreement shall be for two (2) years, beginning on July 1, ____ and ending on June 30, _____, unless earlier terminated by either party in accordance with Section 16 of this agreement.

Section 11. NON-ASSIGNABILITY

This agreement may not be transferred, assigned, or subcontracted by the Town without the written consent of the County.

Section 12. TERMINATION

This Contract may be terminated by either party with or without cause upon advanced written notice to the other party, served upon the other party by certified mail at least sixty (60) days prior to termination.

Section 13. RESERVATION OF RIGHTS

Pender County reserves the right to provide the highest level of fire protection possible, subject to the availability of funding.

Section 14. NO WAIVER

Failure of the County to strictly enforce any of the provisions of this Agreement at any time, or to demand strict performance by the Town pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each provision. If there is disagreement between the County and the Town as to the meaning and/or applicability of any section of the Agreement, the County and the Town shall endeavor in good faith to mediate the disagreement and agree to select and share the cost (if any) of the services of a certified mediator to resolve the disagreement. However, nothing herein shall be construed to prevent either party from seeking legal or equitable relief in a court of competent jurisdiction.

Section 15. NO THIED-PARTY BENEFICIARIES

This contract is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

Section 16. ENTIRE AGREEMENT

The terms and provisions herein contained constitute the entire agreement by and between the County and the Town and shall supersede all previous communications, representation, or agreement, either oral or written between the parties hereto with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

Section 17. NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by confirmed facsimile transmission, by overnight courier, by U.S. mail, postage prepaid, return receipt requested, or electronic mail, to the receiving party at the following address:

If to the County:
County Manager **David Andrews**
805 S. Walker St
Burgaw, NC 28425
dandrews@pendercountync.gov

If to the Fire Department:
Town of Burgaw Fire Department

James Gantt, Town Manager
109 N. Walker St.
Burgaw, NC 28425
jgantt@burgawnc.gov

Section 18. GOVERNING LAW; VENUE

The laws of the State of North Carolina shall govern this Agreement. The venue of any action arising out of this Agreement shall be in Pender County, North Carolina.

Section 19. SEVERABILITY

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement, which shall continue in full force and effect.

Section 20. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed a single Agreement.

Section 21. NO WAIVER OF SOVEREIGN IMMUNITY

No provision in this Agreement shall be construed to waive the County's sovereign immunity, or mandate purchase of insurance by the County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Pender County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

This Agreement shall be effective on the day reflected in the first paragraph of this Agreement.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the Pender County Manager, and the Town has caused this instrument to be signed in its name by its Town Manager, attested by its secretary, and its corporate seal hereto affixed, all by authorization of its Town Council duly given.

This the _____ day of _____, 20_____.

Pender County

BY: _____

Pender County Manager

BY: _____

Amy Burton

Pender County Fire Marshal

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

Finance Director or designee

This person is responsible for monitoring the contract performance requirement is:

_____ Department Head Initials

BY: _____

[SEAL]

Town Manager

ATTESTED TO:

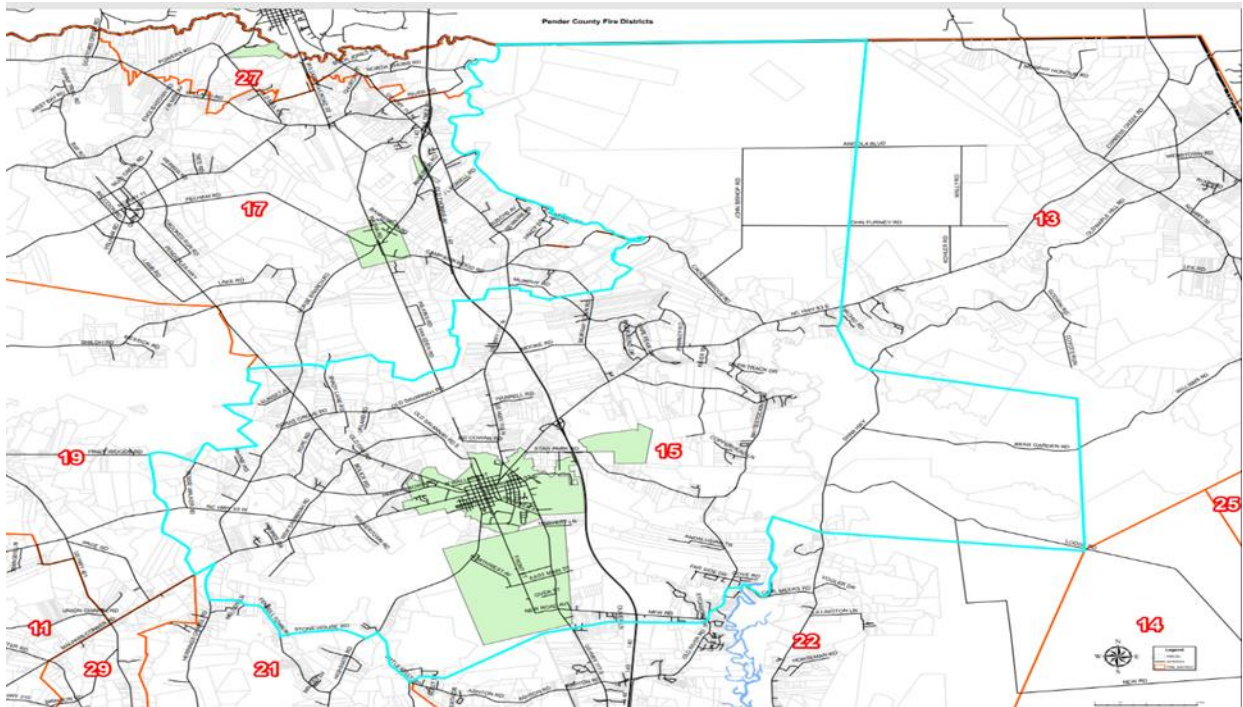
BY: _____

Its _____ (title here)

Table of Appendices

Title	Appendix
Fire Insurance and Response District Map	A
Insurance Services Office, Inc. Rating	B
Insurance	C
FEMA Disaster Services	D
Standards of Performance	E

Appendix A



Appendix B

Insurance Services Office, Inc. Rating

The Town shall make a good faith effort to maintain its current rating, or better, with the North Carolina Department of Insurance, and Insurance Services Office, Inc. The Town shall continuously comply with all applicable laws, ordinances, and regulations. Cases in which a fire department loses or receives a reduced rating will be examined by Pender County Emergency Management Office of the Fire Marshal. Pender County Emergency Management Office of the Fire Marshal shall make a report to the Pender County Fire Commission containing recommendations for corrective action.

If the Town's ISO rating falls below a Class 9 public protection classification for fire insurance grading purposes, the Town shall prepare and submit to the County a plan to obtain a minimum of a Class 9 public protection classification, such classification to be in effect no later than ninety (90) days.

If the Town receives a Class 9 public protection classification, the Town shall work in conjunction with Pender County Emergency Management Office of the Fire Marshal to develop an improvement plan for the purpose of improving ISO classification within 90 days of said Class 9 public protection classification.

The Town agrees to implement said plan after its completion subject to availability of funds as recommended by the Fire Commission and approved by the Board of Commissioners.

The Pender County Board of Commissioners reserves the right to alter or merge insurance district boundaries at their discretion. Pender County Emergency Management Office of the Fire Marshal will notify the Town when considering insurance district boundary changes. The Fire Department agrees to cooperate with Pender County Emergency Management Office of the Fire Marshal in developing and implementing any County Commission approved insurance and response district changes. Any changes which occur during the life of this agreement shall be identified in an amended insurance and response area map to be attached in Appendix A.

Appendix C

Insurance

The Town shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement insurance for employees and assets as required by NC General Statutes and NC League of Municipalities.

Appendix D

FEMA Disaster Services

The Town will assist the County during a declared County State of Emergency in the clearance of debris on roadways within the Pender Central Fire District or other emergency protective actions as requested by County officials through the Emergency Operations Center. The Town shall be reimbursed by the County for the use of its equipment during said period of assistance according to either a pre-established local or state hourly rate, or for those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA.) The FEMA eligible direct costs shall be determined in accordance with 44 C.F.R.206.228. The reimbursable costs and expenses, with an itemized notice, shall be forwarded to the County as soon as practical after the costs and expenses are occurred, but not later than sixty (60) days following the period of assistance. The Town will make its expense and reimbursement request to the County in a format consistent with the state and federal reporting procedures. The County agrees to reimburse the department within 90 days of receipt of request for reimbursement. Time frames under the provision of this contract may be modified in writing by mutual agreement. This shall not preclude the Fire Department from assuming or donating in whole or in part, the costs and expenses associated with any loss, damage, or use of equipment.

Appendix F

Standards of Performance

The following minimal performance standards are agreed to by the County and the Town and are a part of this contract:

RESPONSE TIME: When 3 minutes elapses after dispatch of the Fire Department with no response, the Fire Department will be re-paged. After an additional three (3) minutes has elapsed, the Fire Department will be re-paged. Dispatch shall wait an additional one (1) minute, then the next closest fire department will be dispatched.

STAFFING ON SCENE: The Town agrees to make best efforts to ensure staffing is adequate for the type of incident and in accordance with the applicable turn out performance standards set forth in NFPA 1710 and 1720, as applicable to the Fire Department and type of staffing in place.

AUTOMATIC AID AGREEMENTS: The Town shall provide automatic aid service for all calls for service and respond with the dispatched unit per designated response plans in the current CAD.

MUTUAL AID AGREEMENTS: All Fire Departments shall cooperate and participate in Mutual Aid across Pender County. The Pender County 911 Communications Center will automatically dispatch the nearest mutual aid department after the failure in five (5) minutes of the initially dispatched department to respond to the call. This shall apply to all calls.

TRAINING: The Town shall have formally adopted written guidelines for appropriate initial training of firefighters and continuing education of firefighters that meet or exceed all state requirements.

Initial firefighter training shall include education on hazardous materials responder, NIMS, and blood borne pathogens.

The Town agrees to annually conduct and/or participate in a minimum of one (1) live fire training exercise which complies NFPA 1403, as long as facility or location is available.

The Town shall annually participate in a minimum of two (2) mutual aid, multi-company training evolutions.

No member of the Fire Department shall engage in interior structural firefighting without having first completed the necessary training to satisfy the requirements of NFPA 1403 and Basic Firefighting or an equivalent course as determined by the Fire Department's Chief Officer.

Any contracted department that wishes to participate as a Medical First Responder and/or TR-Vehicle Extrication provider shall have and maintain an MOU with Pender EMS and Fire and meet all applicable certification requirements as set forth by the State of North Carolina.

VOLUNTEERS: The Town shall demonstrate a commitment to recruiting and retaining volunteers within their respective department.

The Fire Department shall complete and return to the county an annual Volunteer Report form, which provides the following information: 1) Total number of volunteers as of report date, 2) Number of new volunteers joining the Fire Department since last annual report, 3) Number of volunteers that have left the Fire Department since last annual report, 4) Volunteer recruitment outreach events the Fire Department held or participated in that report period, 5) Volunteer participation rate for emergency responses during that report period, 6) Volunteer

participation rate for department training events during report period, 7) Volunteer participation rate for department duty crew shifts during report period.

FIRE STATION CONSTRUCTION/RENOVATION: Pender County Emergency Management Office of the Fire Marshal, in conjunction with the Pender County Fire Commission, shall provide recommendations on new fire station locations and major renovations utilizing fire tax district funds to the Pender County Board of Commissioners. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost. All expenditures of fire tax district funds for new fire stations and major renovations require Pender County Board of Commission approval.

FISCAL RESPONSIBILITY:

FIXED ASSETS: Each Fire Department shall maintain an accurate inventory of all equipment valued at \$5,000.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County.

FIRE INVESTIGATIONS: The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause, if the cause is suspected to be incendiary in nature, the fire has resulted an injury requiring medical care, the fire results in a fire fatality, or the fire is located at a county facility, the officer in charge shall request a representative from their Fire Marshal's Office and/or Pender County Fire Marshal's office to assist. The Fire Department shall provide whatever assistance is needed by Pender County staff at the fire scene. The responsibilities under this section shall be in addition to, and not in replacement of, the responsibilities outlined under subsection "Post Incident Review".

POST INCIDENT REVIEW: In order to provide a systematic and consistent approach for reviewing and evaluating fire response, the Fire Department shall be required to conduct a post incident review for the following incidents: fires resulting in fatalities, fires resulting in more than \$250,000 property loss, fires resulting in civilian injury requiring hospitalization for more than 23 hours, fires resulting in firefighter injury requiring hospitalization for more than 23 hours, and any other incident as determined by the Fire Department. The Fire Department shall be responsible for conducting the formal review in accordance with the most current Post Incident Review Procedures defined by NCOSFM/NFA and/or NIMS with an incident facilitator. The incident facilitator shall be a fire service member 1) not affiliated with the responding department for the incident reviewed and 2) who has completed a post-incident review training program approved by the Fire Commission, or equivalent training as determined by the Fire Commission.

DISPOSING OF EQUIPMENT: Follow appropriate Town policies and procedures.

PERSONNEL: The Town agrees to adopt and to initiate compliance with, and enforcement of personnel rules for compensated and volunteer members that are compliant with FLSA and any other applicable federal or state law, and not substantially and materially different from, or inconsistent with the current compensation guidelines.

EMPLOYMENT: The Town agrees to conduct a background-check for full-time and part-time employment and volunteer membership prior to hire or appointment.

No person with a felony or serious misdemeanor conviction(s) within the last ten (10) years shall be hired or serve as a volunteer with the Fire Department. "Serious misdemeanor conviction(s) shall be defined to include but not limited to offenses reflective of violent criminal behavior." Nothing herein shall be construed to prevent the Town from hiring an individual who has an isolated misdemeanor conviction remote in time but that has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. NCGS Section 20.16.1 shall not apply to individuals who have served their respective time, as set forth by the courts system.

USE OF COUNTY-OWNED VEHICLES

Vehicle Use. The Fire Department agrees that in the event it uses or leases County-owned vehicles in the performance of duties under this Agreement, the Fire Department shall not make these vehicles available to individual employees or volunteers for personal use or other employment not provided for under the Fire Services Contract.

ADMINISTRATIVE AND OPERATIONAL PROCEDURES: The Fire Department agrees to participate jointly with the County in development and implementation of countywide fire service standard administrative and operational procedures through the Fire Commission. Nothing in this section shall prohibit the Fire Department from establishing or maintaining its own standard administrative and operational procedures provided they are not in conflict with County-wide procedures as described herein, or the County from issuance of County-wide emergency procedures in the event of a declared disaster or emergency.

ADVERSE FINDINGS: The Fire Department agrees to notify Pender County Emergency Management Office of the Fire Marshal within 30 days of any adverse finding by any Municipal, State or Federal agency against the Fire Department, pertaining to employment practices, employee safety, environmental issues, etc.

EMERGENCY ALERTING: The Fire Department agrees to rely on Pender County 911 Communications Center call notification procedures, as their respective, primary means of emergency call notification/dispatching.

DRAFT

END OF APPENDICIES

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**Town of Burgaw
ITEM REPORT**

Item: 7DI

DATE OF MEETING: May 14, 2024 DEPARTMENT OF ORIGIN: Parks, Recreation, & Tourism	DATE SUBMITTED: 05/10/2024 SUBMITTED BY: Kristin Wells, Town Clerk
AGENDA ITEM DESCRIPTION: Street Closure Request - Blueberry Week Concert	
SUMMARY STATEMENT: The Parks, Recreation, and Tourism Department is requesting closure of Fremont Street from Wright Street to Walker Street on Thursday June 13, 2024. Hours of closure will start at 6:00am on Thursday and re-open to the public by 12:00pm on Sunday at the conclusion of the Blueberry Festival. Attached is documentation supporting the closure and a list of businesses contacted in that area.	
STAFF RECOMMENDATION AND REQUESTED ACTION:	
FINANCIAL IMPACT INCLUDING FUNDING SOURCE:	
FINANCE DIRECTOR COMMENTS:	
ATTACHMENTS (IF ANY): Road Closure Packet - June Concert	

* Jan 10th
BOC MEETING
PAGE 8

**TOWN OF BURGAW BOARD OF COMMISSIONERS
REGULAR MEETING**

DATE: January 10, 2023
TIME: 4:30 PM
PLACE: Historic Train Depot, 115 S. Dickerson Street
BOARD MEMBERS PRESENT: Mayor Olivia Dawson
Mayor Pro-tem Wilfred Robbins
Bill George, Jan Dawson, Vernon Harrell and James Malloy
STAFF PRESENT: James Gantt, Town Manager
Kristin J. Wells, Town Clerk
Wendy Pope, Finance Officer
Kimberly Rivenbark, Deputy Town Clerk
Jim Hock, Police Chief/Assistant Town Manager
Louis Hesse, Building Code Administrator
Alan Moore, Public Works Director
Cody Suggs, Parks & Recreation Director
Gilbert Combs, Planning Director
Jessica Gray, Community Development Coordinator
Jim Taylor, Fire Chief
STAFF ABSENT: Zachary Rivenbark, Town Attorney (attended a portion of the meeting via phone)
MEDIA PRESENT: None
INVOCATION: Reverend Nick Smith
PLEDGE OF ALLEGIANCE: All

The meeting was called to order by Mayor Dawson at 4:30 PM and the invocation was led by Reverend Smith.

Approval of Agenda

Commissioner George made a motion to approve the agenda as presented. The motion was seconded by Commissioner Harrell and carried by unanimous vote.

Approval of Consent Agenda

Commissioner Harrell made a motion to approve the consent agenda as presented. The motion was seconded by Commissioner George and carried by unanimous vote.

- A. Approval of the November 8, 2022 Regular Meeting Minutes
- B. Approval of the November 8, 2022 Closed Session Meeting Minutes
- C. Ordinance 2023-01 Amending the FY 2022-2023 budget to reflect changes to the pay classification plan
- D. Resolution 2023-03 Resolution Regarding the Purchase of an Easement from the Pender County ABC Board for the construction of US Highway 117 Bypass Regional Pumpstation and Force Main project

SPECIAL PRESENTATIONS/REQUESTS

NC Blueberry Festival – *Jaliese Blackburn, Executive Director*

Jaliese Blackburn, Executive Director of the NC Blueberry Festival Association, was present and requested the waiving of rental fees for use of the Burgaw Community House on Saturday, February 25, 2023 for the take-out line at the Annual Pancake Breakfast. After some discussion, Commissioner George made a motion to waive the rental fee for use of the facility but charge the cleaning fee. The motion was seconded by Commissioner Robbins and carried by unanimous vote.

DEPARTMENTAL ITEMS

Parks, Recreation & Tourism Department – *Cody Suggs, Director*

Burgaw Area Chamber of Commerce Agreement

Mr. Suggs advised the updated agreement was included in the agenda packets. The only changes that were made to the agreement for renewal was updating the dates and the Mayor's name for the signature. Mr. Suggs advised the agreement has been reviewed by Attorney Rivenbark. Commissioner Harrell asked about the word "rent" mentioned several times within the agreement. Mr. Suggs advised there is no rent for the Chamber of Commerce. There being no further comments from the board, Commissioner Robbins made a motion to approve the agreement as presented. The motion was seconded by Commissioner Harrell and carried by unanimous vote.

Burgaw Incubator Kitchen

Per the request of the board from the last meeting, Mr. Suggs made a presentation of the revenues and expenditures for the Incubator Kitchen (attached). He also explained the rate changes that were amended over the past few years. After some discussion, the board agreed that our kitchen is comparable to other kitchens in the area regarding fees, etc. Tina Harget was present (spoke during the December meeting) and reiterated she was only requesting the "in-town resident rate" be reinstated as it was in the years past. After some comments from the board, Commissioner George made a motion to keep the fees as they currently are. The motion was seconded by Commissioner Robbins and carried by unanimous vote.

Departmental Updates – *Department Heads*

Police Department- *Jim Hock, Police Chief*

- Advised he is wrapping up the School Resource Officer (SRO) program and informed the board that Officer Rossi has taken the SRO position at C.F. Pope Elementary School. The second SRO position for Burgaw Middle School is hoping to be filled by May.

- Earlier in 2022, Officer Cooper left as a full-time officer and became part-time with the department. Chief Hock advised Officer Cooper has returned as a full-time employee with the department and replaced Officer Rossi's patrol position.
- All training for the year is complete and will be submitted to NC Training & Standards.
- Shop with a Cop event went well.

Commissioner Malloy voiced his concern regarding the need for speed bumps in the area of Satchwell Street. He said he was called by Michael Pearsall and visited the area. He is very concerned with the vehicles speeding through the area. Commissioner Harrell said he has seen motorcycles speeding in the area and feels the same way as Commissioner Malloy. He said residents in the area are saying the reduced speed limit is not working unless a Police Officer is nearby. Michael Pearsall was present at the meeting and voiced his frustration about the situation. Commissioner Harrell made a motion to initiate the process of installing speed bumps on Satchwell Street. The motion was seconded by Commissioner Malloy. Commissioner Robbins would like to know exactly where the speed bumps will be located before he votes. Commissioner Harrell said he basically wants to get the speed humps here and then Chief Hock can determine the best location. All in favor; motion carried.

Fire Department – Jim Taylor, Fire Chief

- There were 661 calls for year 2022.
- The 22 year old squad is in Rocky Mount being worked on.
- Advised Brian Williamson has left the department so there is currently a vacant driver position available.
- Clay Jasper will be doing a leadership course in the next couple of weeks.

Commissioner Malloy commented on the 22 year old truck and asked Chief Taylor for his recommendation. Chief Taylor advised he will be bringing a proposal to the board during budget preparation on replacing the truck.

Commissioner Malloy also commented on the growth of Burgaw and what staff is needed for the department. Chief Taylor said we will definitely need more full-time employees and we need to add supervisors to the crews. He briefly explained the shifts and employees for the department. He said we really need four full-time staff on shift 24 hours a day. Right now, the department currently has two full-time staff per shift. Chief Taylor will provide more information during the upcoming budget meetings.

Public Works Department – Alan Moore, Director

- Christmas decorations are down.
- Will be working on water leaks around town soon.
- There are some I&I issues that need addressing.
- In the next few weeks, the pipe should be scheduled to go in under the walking trail. Commissioner Malloy said the pipe needs to go in more straight than the current one.

Commissioner Malloy said he spoke to someone from the church on Bodenheimer Street and the man said someone with the town said he could leave it there. Mr. Moore said the pile is from

land clearing and we don't pick it up. Mr. Gantt said we need to look at this area for future draining projects as well.

Commissioner Malloy added the town needs to be concerned with everyone in town, including the west side of town, when it comes to drainage ditches, etc. He said he knows there is a lot going on, but we need to do things that the west side citizens can see happening. Mayor Dawson suggested we start making a list of things that need to be taken care of. Mr. Gantt said the town can not go onto private property to clean out ditches unless the town has legal right to do so.

Commissioner Harrell said he believes it is time to retire the large Santa Claus that is placed near the depot every Christmas. Santa is losing plastic and asked for the board to keep this in mind for next year.

Building Inspections Department – Louis Hesse, Building Code Administrator

- Hare Asian Foods has final inspection scheduled.
- Burgaw Brewing is in the final stages and expect to be finished by the end of the month.
- Cardinal Foods is moving along smoothly.
- Ms. Gray is working on minimal housing issues.

BREAK 5:23 PM – 5:35 PM

PUBLIC FORUM

Rochelle Whiteside, 315 West Bridgers Street, submitted a letter (attached) to the board with requests from Spring Fest, which will be held on May 6, 2023. Included with the request is assistance with street closures: the block of Fremont Street between Wright Street and Walker Street, 6:00 AM until 4:00 PM the day of the festival, as well as the block of Wright Street between Fremont Street and Wilmington Street, 6:00 AM until 4:00 PM. On Friday, May 5th, they request half of Courthouse Avenue be closed from the alley to Wright Street be closed for the pig picking and square dance. Ms. Whiteside said all of the requests are the same as last year. She also requested funding from the town in the amount of \$2,500. Ms. Whiteside also requested, as stated in the letter, use of the depot dock on May 5, 2023 for the square dance in the event of rain. Mr. Suggs advised the depot is already reserved for that evening. Mr. Hesse commented on Ms. Whiteside contacting 811 to located lines on the Courthouse Square before tents are put up. Commissioner Robbins made a motion to approve the requests described in the letter by the Spring Fest. The motion was seconded by Commissioner Harrell and carried by unanimous vote. Commissioner Robbins said the funding request can be discussed during the budget process. Mr. Suggs will bring back costs for rental of the portable toilets at the next meeting.

Michael Pearsall, 213 South Bodenheimer Street, commended Mr. Moore and his Public Works crews on street sweeping and cleaning of ditches on the west side of town.

John Westbrook, 410 East Fremont Street, said the brewery will be opening soon and the town needs to address parking issues in the downtown area. He suggested the town look at state owned and town owned properties in regards to developing parking areas. He also added the town look

into the Presbyterian Church's parking lot area between the church and the old Biberstein office on Walker Street.

PUBLIC HEARING

Public Hearing #1 – *Jessica Gray, Community Development Coordinator*

Consideration of a text amendment to the Unified Development Ordinance requested by staff, to amend Section 8.16 and Section 9.28 to require a 25-foot buffer for new cemeteries and create a bufferyard for existing cemeteries.

Mayor Dawson declared the public hearing open at 5:53 PM.

Ms. Gray explained the text amendment request as described in Ordinance 2023-03. Commissioner Dawson commented on our current cemetery and the amount of buffer we have. She also asked who will determine the types of invasive plants.

After some brief discussion, Mayor Dawson declared the public hearing closed at 6:04 PM.

Resolution 2023-02 Adopting a statement of consistency regarding text amendments of the Town of Burgaw Unified Development Ordinance requested by town staff to amend Section 8.16 and 9.28 of the Unified Development Ordinance to require a 25-foot buffer for new cemeteries and add a cemetery bufferyard to protect existing cemeteries.

Commissioner Dawson made a motion to approve Resolution 2023-02 as presented. The motion was seconded by Commissioner Harrell and carried by unanimous vote.

Ordinance 2023-03 Approving a text change amendment to the Town of Burgaw Unified Development Ordinance requested by staff of the Town of Burgaw to amend Section 8.16 and 9.28 of the Unified Development Ordinance to require a 25-foot buffer for new cemeteries and add a cemetery bufferyard to protect existing cemeteries.

Commissioner Harrell made a motion to approve Ordinance 2023-03 as presented. The motion was seconded by Commissioner George and carried by unanimous vote.

Departmental Updates - continued

Planning Department – Gilbert Combs, Director

- Planning staff has a few topics to bring before the Board to determine whether additional research and work should be conducted for text amendments. These topics have the potential to cause disagreement with project owners, developers, and maybe joe or jane citizen. Staff hopes to gauge the opinion of the board on these topics and get some direction if an amendment is desired. *Topics and descriptions listed below are from Mr. Combs presentation notes.*

Topic #1 – Tree Survey Requirements

In December, a text amendment to modify the tree survey requirements was brought before the Planning board. Currently we require a tree removal permit for trees that fall into the protected category. On properties smaller than five acres, we do not require a tree survey, which would identify these protected trees. The proposed amendment is to remove the five-acre threshold and include ALL commercial development and exempt only single- and two-family residential properties. During the planning board meeting, discussion over important trees on single- and two-family residential lots was brought up since property owners would basically not be required to retain or replace what could be a tree that falls into the protected tree category. One planning board member began to identify what was thought of as appropriate diameters to save. 36" was mentioned. Benchmark research was conducted for the staff report. Mr. Combs explained the request and said the proposed amendment is consistent with the findings and takes into consideration the costs that may be incurred from requiring residential property owners to pay for tree surveys. He said this topic comes before the board at the request of the planning board. It has been brought before board because of the sensitive nature of the topic and the planning board directed staff to bring this before the board for their opinion. Though unorthodox, the board's recommendation will go back before the planning board for discussion and recommendation.

After discussion and questions by the board, everyone was in favor of the recommendation presented by Mr. Combs and the Planning Board.

Topic #2 – Changes of Use and Vacant Designation

Mr. Combs gave an example of a building located in town about this topic. Our code requires a project owner comply with landscaping requirements such as parking lot landscaping and street yard landscaping for newly constructed projects but for existing structures, the town requires various conditions (within the UDO) to be followed. It breaks expansions down into different percentage categories which is reasonable but only covers tree preservation, and for existing portions of a property. If the board agrees, planning staff would like the directive to benchmark changes of use and expansions and infrastructure requirements. If we require landscaping for new projects only, and it is the desire of the town to have a cohesive appearance, it may be reasonable to introduce stricter standards for changes of use.

Commissioner Dawson asked if people are notifying the Planning Department of changes of use in buildings. Mr. Combs and Ms. Gray confirmed there have been people notifying the town.

If in the future a use other than retail and assembly were to occupy these buildings (referring to the example shown in the presentation), no improvements would be required. Parking lot landscaping islands with vegetation and street yard landscaping is shown (presentation). Sidewalks could play an important role in providing a pedestrian infrastructure network throughout town to accommodate those that do not own or depend on a vehicle. The sidewalk requirement will cause many to ask why we are building

sidewalks to nowhere. As redevelopment, expansions, and changes of use occur, these sidewalks will begin to connect.

While we are on the topic of sidewalks, Mr. Combs advised a new small subdivision project may be coming soon and they asked about the requirements for sidewalks within the development. We are hoping they introduce sidewalks, and are encouraging them to construct sidewalks, but our current language seems more suggestive than prescriptive. Words and terms like may, likely, and such as, make it difficult for planning staff to say “yes you meet the standard” or “no you don’t meet the standard”. Something like this is not as vague as is currently written, “sidewalks shall be required on one side of the street for projects within ¼ mile of a school or park.”

Mr. Combs advised there is a building in town that appears to have been a laundromat and currently lays vacant. Some jurisdictions consider vacant to be a use designation after six months of a structure sitting unused, meaning any proposed project at this location would be a change of use, even if say another laundromat were wanting to fill the space after more than 180 days have passed. This is a mechanism that could allow the town to start to bring old properties into a new light above receiving just a new paint job.

If the commissioners agree, planning staff looks to benchmark best practices in the region and similar jurisdictions to determine the following...if a vacant use for X number of days should require improvements, and if requiring infrastructure improvements is appropriate for changes of use, especially from vacant designations. Mr. Combs asked the board if they thought piecing together a pedestrian network is worth the additional expense to a project owner. He also asked the board if there is a desire to have a consistent look and feel throughout Burgaw, at least on commercial developments. The board agreed on these matters as presented, especially along the US Highway 117 corridor.

After discussion and questions by the board, everyone was in favor of the recommendation presented by Mr. Combs and the Planning Board.

Topic #3 – Short-term Rentals

Recently an inquiry related to short-term rentals was received via email. The Town Attorney has mentioned that it may be time to take a look and discuss the wishes of the board as they relate to this topic. Planning staff has a few questions to determine whether research should be conducted to begin the development of a code section for short-term rentals. First, does the board wish to regulate such a use? A quick search on Airbnb and VRBO show that there are properties within Burgaw’s planning jurisdiction that are renting a portion of or an entire house for a time period generally less than a month.

The Finance Director has mentioned that the big STR companies automatically pay an occupancy tax to the town. Privately owned STR, similar to beds and breakfast, would be required to pay the tax monthly. Mr. Combs asked if the board wishes to continue not regulating the use as the code does not address it, develop regulations, or wait until a later

time to discuss. Commissioner Harrell asked how big of an issue is this topic in Burgaw. There was discussion about there being two residences in town currently.

After discussion and questions by the board, everyone was in favor of Mr. Combs doing further research on this topic.

- Mr. Combs advised he is working on research related to murals. Commissioner Malloy said people in town want murals. Mr. Combs briefly explained ways other towns have constructed murals.
- Mr. Combs is working on research for housing as shipping containers. He briefly explained the state statute and said we cannot, not allow that material as housing as long as it meets building code. After some discussion, Mr. Combs will discuss this matter further with Attorney Rivenbark.

Parks, Recreation & Tourism Department – Cody Suggs, Director

- Advised he has given all the board members a calendar of events for the year.
- Commented on resurfacing the tennis courts. This will come to the board for consideration during the budget meetings.
- Fence has been completed at Rotary Park.
- Working on repairs for the back wall at the depot, as discussed at a prior meeting.
- Tennis camp in December was a success.
- The department is working on a check-out system for tennis rackets, balls, and other sport equipment at no cost.
- Advertisement was posted for the upcoming Daddy Daughter Dance and the event sold out very quickly. There was interest for a Mother Son Dance, so that event was added to occur the night before. Both events are sold out.
- * • Advised the fireworks and band that were scheduled for the New Year's Eve Blueberry Drop (cancelled event), will be on hold until the next New Year's event, December 31, 2023. Mr. Suggs advised the stage that was reserved must be used this fiscal year since it was already paid for. He said he will bring back more information, but would like the board to consider closing Fremont Street between Walker Street and Wright Street so the stage could be utilized for the summer concert on the Thursday before the Blueberry Festival. It is the same stage the festival will use beginning that Friday. The board was in agreement to close the street over night on Thursday, June 15, 2023. *

Commissioner Dawson commented on the events calendar regarding the Annual Christmas Tree Lighting. For 2022, the event was moved to Saturday evening instead of Friday evening after Thanksgiving due to weather. There was brief discussion about changing the event from Friday to Saturday because it was such a good turnout. Mr. Suggs said we can revisit this at a later date.

Finance Department – Tiffany Byrd, Deputy Finance Officer

- Working on end-of-year reporting, 10-99s, and W-2s.

Human Resources Department – Kim Rivenbark, Director

- The board received an updated staff directory with the recent hires.

Commissioner Malloy asked Ms. Rivenbark where vacancy advertisements are published. Ms. Rivenbark explained advertisements are posted on the town's website, newsletter, NC Works, local newspaper, etc.

Clerk's Office – Kristin Wells, Town Clerk

- Ms. Wells and Ms. Rivenbark will be hosting the Cape Fear Council of Governments Regional Clerks Seminar on January 26, 2023 at the depot.

ITEMS FROM ASSISTANT MANAGER – Jim Hock, Assistant Town Manager

Ordinance 2023-02 Amending the Town of Burgaw Code of Ordinances Chapter 10, Cemeteries

Chief Hock advised Ms. Rivenbark has updated the ordinance based on recommendations mentioned at the last meeting. Commissioner Harrell asked why metal or cast iron benches are not allowed in the cemetery. Chief Hock said it was more of a regulation for the public not to bring in outside benches for gravesites. Mr. Gantt explained benches are not allowed unless approved by the Board of Commissioners. Commissioner Robbins commented on the regulation of animals in the cemetery. After some discussion, it was agreed upon to replace the verbiage under section 10-7, animals: "No person shall take any animal into cemetery or allow any animal to run at large within the cemetery" with "No person shall allow any animal to run at large within the cemetery." Commissioner Robbins asked about the school not allowing the town to put slats in the fence along the school property line. Chief Hock advised the school maintenance director had an objection to the slats in the fence. School maintenance agreed to clean up the fence and get rid of weeds, but said it was not a priority at this time. After some discussion, the board requested Chief Hock to reach out to the Board of Education for permission to add slats to the existing fence along the property line. Commissioner Robbins commented on the number of urns allowed on a gravesite for cremains. There was discussion on how many urns are typically placed on a 4 by 11 gravesite, based on information from local funeral home directors. It is usually a standard to allow four urns on one gravesite. Commissioner Harrell also added funeral homes see a fee associated with burials ranging from \$100 to \$1,500 per interment. Commissioner Harrell suggested to make a requirement to have a marker so we know who is buried where. He recommended only flat markers. Mr. Gantt advised the town does not currently charge fees for interment. Commissioner George and Harrell said we should. Ms. Rivenbark explained our current perpetual care fees. After some discussion, it was agreed upon to change the verbiage under section 10-13(b)(2), burials, from "The interment of one human body and one cremation urn" to "The interment of one human body and four cremation urns," as well as section 10-13(b)(3), burials, from "The interment of one or two cremation urns" to "The interment of four cremation urns."

After discussion, Chief Hock said staff will make the recommended amendments and bring back at the next meeting. He also gave updates on the progress of the projects within the cemetery, such as landscaping, fencing, etc.

Prohibiting the unlawful use of engine and compression brakes – Discussion

Chief Hock presented the following draft ordinance regarding jake braking in town.

PROHIBITING THE UNLAWFUL USE OF ENGINE AND COMPRESSION BRAKES.

(a) *Purpose.* The purpose of this ordinance is to prohibit the excessive, loud, unusual, or explosive use of engine and compressed air-braking devices within the Town of Burgaw limits. The noise created unreasonably and excessively disturbs the public, and adoption of this ordinance would further the public health, safety, and welfare of the citizens.

(b) *Definitions.* For the purposes of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning.

ENGINE RETARDING BRAKE. Any engine retarding brake system, transmission brake, or any other retarding brake system that alters normal compression, including but not limited to DYNAMIC BRAKE, JAKE BRAKE, JACOBS BRAKE, C-BRAKE, PACCAR BRAKE, or any other make or model of engine braking system, or other braking system that alters the normal compression of the engine and subsequently releases that compression.

(c) *Prohibited Conduct.* It shall be unlawful for the driver of any vehicle to use or operate or cause to be used or operated within the Town of Burgaw, any engine brake, compression brake or mechanical exhaust device designed to aid in the braking or deceleration of any vehicle unless such use is necessary to avoid imminent danger.

(d) *Signage.* Signs stating "ENGINE RETARDING BRAKE ORDINANCE ENFORCED" may be installed at locations deemed appropriate to advise motorists of the prohibitions contained in this section.

(e) *Penalties.* Any person, firm or corporation violating the provisions of this section, shall be punished as provided in section 1-6.

(f) *Exceptions.* Emergency vehicles shall be exempt from the application of this section.

Chief Hock said the Police Advisory Board agreed to pursue this ordinance. He added the department would educate the public and place signs up in town if approved by the board. Commissioner Harrell said he likes the ordinance and thinks it is necessary to have in place. After some comments, Commissioner Harrell made a motion to approve the draft ordinance regarding jake braking. The motion was seconded by Commissioner Robbins and carried by unanimous vote. Chief Hock will present the board with a final ordinance for adoption at the next board meeting.

Other items from Assistant Town Manager

Chief Hock advised he received an approximate cost for the Public Works building expansion right before the meeting. The estimate from the contractor currently working on the EMS building said it appears to be about a \$325k project. Chief Hock presented the proposed layout of

the new addition and explained the bidding process. After some discussion, Commissioner Robbins made a motion to move forward with the bidding process. The motion was seconded by Commissioner Malloy and carried by unanimous vote.

ITEMS FROM MANAGER – James Gantt, Town Manager

Resolution 2023-01 Resolution to request stormwater drainage improvements along NCDOT maintained routes within the Town of Burgaw

Mr. Gantt explained proposed Resolution 2023-01, as requested by the board at the December 2022 meeting. Commissioner Harrell requested the west side drainage issues also be included. There being no further comments, Commissioner Harrell made a motion to approve Resolution 2023-01 as presented. The motion was seconded by Commissioner Dawson and carried by unanimous vote.

FY 2023-2024 Annual Budget Calendar – Discussion

After some discussion, it was decided to hold the Budget Strategic Thinking Retreat on February 21, 2023 and February 22, 2023 from 9:00 AM to 12:00 PM each day. The date determined for the Budget Workshop was April 18, 2023 from 9:00 AM to 12:00 PM. Commissioner Dawson made a motion to approve the budget calendar presented by Mr. Gantt with the dates for the retreat and workshop included. The motion was seconded by Commissioner Harrell and carried by unanimous vote.

Updates on current town projects

- Renovations at the EMS Building are moving along well.
- The extra welcome sign in Public Works has been installed by the landscaper on the NC Forestry property along NC Highway 53.
- Emergency Watershed Protection project is wrapping up.

ITEMS FROM MAYOR AND BOARD OF COMMISSIONERS

Commissioner George commended everyone on a job well done at the Burgaw Christmas Parade.

Commissioner Malloy made the board aware that 1865 Society is planning to speak to the board in the future about a Juneteenth celebration. It is tentatively scheduled for the week after the Blueberry Festival.

Commissioner Robbins asked for a status on the possibility of developing parking along the railroad corridor. Mr. Gantt said he talked with NC DOT Rail Division and there are no issues, but an encroachment agreement would need to be done. There was discussion about areas to look at. Mr. Suggs suggested to look at the area behind the depot along the tree line. He said the swell would need to be filled and add parking spaces and a walkway to cross over the railroad tracks. After much discussion, it was agreed for staff to look into parking areas along three blocks of the railroad right-of-way (block north of the depot, area behind the depot, and the south block of the

depot), as well as the possibility of working along with the Presbyterian Church in allowing public parking in the lot next to the church. Mr. Combs will research possibilities and bring back more information at a future meeting.

Commissioner Dawson said South Bickett Street pavement is bad. North McNeil Street, North Cowan Street and Ashe Street were mentioned as well. During the discussion, Mr. Gantt also said the quote received for the installation of the water line across Drane Street is approximately \$100k.

Commissioner Harrell commented on the grapevines on Hayes Street needing to be trimmed. Mr. Moore will reach out to the Master Gardeners. He also said there is an area in front of First National Bank at the corner where the sidewalk is sticking up about four inches. Staff will look at this issue.

Commissioner Harrell pointed out the federal definitions for the term “rural” and “urban” have changed. He briefly explained.

Commissioner Harrell asked why there is still a high number of water meter re-reads this past month. Mr. Gantt explained the situation with the satellites verses gateways and new types of meters being installed as old ones rotate out.

Mayor Dawson informed the board she has proclaimed 2023 as Year of the Trail. A hike is being planned for the future in celebration.

Mayor Dawson said we are in need of a few more trash cans in the downtown area. Mr. Suggs advised the others were purchased from the downtown revitalization fund. Commissioner Robbins made a motion to approve the purchase of four trash cans. The motion was seconded by Commissioner Malloy and carried by unanimous vote.

Mayor Dawson said we need benches for the front of the new building. Mr. Suggs said they are about \$1,000 each. Commissioner Robbins made a motion to purchase two new benches for the new building. The motion was seconded by Commissioner George and carried by unanimous vote.

ADJOURNMENT

Commissioner Harrell made a motion to adjourn. The motion was seconded by Commissioner George and carried by unanimous vote.

The meeting was adjourned at 8:00 PM.

Attest: _____
Kristin J. Wells, Town Clerk

G. Olivia Dawson, Mayor

**TOWN OF BURGAW BOARD OF COMMISSIONERS
REGULAR MEETING**

**April 11
BOC MEETING
Page 2 of 7*

DATE: April 11, 2023
TIME: 4:30 PM
PLACE: Historic Train Depot, 115 S. Dickerson Street
BOARD MEMBERS PRESENT: Mayor Olivia Dawson
Mayor Pro-tem Wilfred Robbins
Bill George, Jan Dawson, Vernon Harrell, and James Malloy
STAFF PRESENT: James Gantt, Town Manager
Kristin J. Wells, Town Clerk
Wendy Pope, Finance Officer
Kimberly Rivenbark, Deputy Town Clerk
Jim Hock, Police Chief/Assistant Town Manager
Louis Hesse, Building Code Administrator
Alan Moore, Public Works Director
Cody Suggs, Parks & Recreation Director
Gilbert Combs, Planning Director (virtual attendance)
Jessica Gray, Community Development Coordinator
Jim Taylor, Fire Chief
Zachary Rivenbark, Town Attorney
MEDIA PRESENT: None
INVOCATION: Reverend Nick Smith
PLEDGE OF ALLEGIANCE: All

The meeting was called to order by Mayor Dawson at 4:30 PM and the invocation was led by Reverend Smith.

Approval of Agenda

Commissioner Dawson made a motion to approve the agenda as presented. The motion was seconded by Commissioner Robbins and carried by unanimous vote.

Approval of Consent Agenda

Commissioner Dawson made a motion to approve the consent agenda as presented. The motion was seconded by Commissioner Robbins and carried by unanimous vote.

- A. Approval of the March 14, 2023 Regular Meeting Minutes
- B. Approval of the March 14, 2023 Closed Session Minutes
- C. Ordinance 2023-02 Amending the Town of Burgaw Code of Ordinances Chapter 10, Cemeteries
- D. Ordinance 2023-12 Amending the FY 2022-2023 budget to reflect changes to the fee schedule regarding cemetery fees

Prior to the special requests/presentations, Chief Hock introduced Andrew Vann, who was recently hired to fill a Patrol Officer position with the Burgaw Police Department.

SPECIAL REQUESTS/PRESENTATIONS

Economic Development Assessment and Plan – Amy Suggs, NC Department of Commerce, Rural Economic Development Division

Amy Suggs from the NC Department of Commerce presented the findings from a recent assessment plan regarding economic development for Burgaw. Mayor Dawson advised the board would consider adoption of the plan in the near future.

NC Blueberry Festival Association – Street closure request

Jaliese Blackburn, Executive Director of the NC Blueberry Festival Association, requested the following street closures for the upcoming Blueberry Festival, which will be held on Friday, June 16-17, 2023:

- *All peddlers, privilege licenses, and zoning permits for vendors, exhibitors, and participants properly approved by the festival are waived for the two days of the festival.*
- *Half of Dudley Street from Wilmington Street to Fremont Street to be closed at 3pm on Friday, June 16th until 10am on Saturday, June 17th for the conducting of the BBQ cook-off event.*
- *Wright Street from Wilmington Street to Fremont Street to be closed at 4am on Friday, June 16th until 11pm on Saturday, June 17th. This will include half of Courthouse Avenue with the closure ending at the alley.*
- ✂ • **Fremont Street from Walker Street to Wright Street will be closed at 12noon on Thursday, June 15th until 12noon on Sunday, June 18th and has already been approved.*
- *Walker Street from Wilmington Street to Fremont Street to be closed at 12noon on Friday, June 16th until 11pm on Saturday, June 17th.*
- *Walker Street from Fremont Street to Satchwell Street to be closed at 11pm on Friday, June 16th until 11pm on Saturday, June 17th.*
- *Fremont Street from Walker Street to Cowan Street to be closed at 11pm on Friday, June 16th until 11pm on Saturday, June 17th.*
- *Fremont Street from Wright Street to Dudley Street to be closed at 12pm on Friday, June 16th until 11pm on Saturday, June 17th.*
- *Wright Street from Fremont Street to Satchwell Street to be closed from 12noon on Friday, June 16th until 11pm on Saturday, June 17th.*
- *Dickerson Street from Wilmington Street to Fremont Street to be closed at 12pm on Friday, June 16th until 11pm on Saturday, June 17th. This will include the second half of Courthouse Avenue.*
- *Dickerson Street from Fremont Street to Satchwell Street to be closed from 11pm on Friday, June 16th until 11pm on Saturday, June 17th.*
- *Satchwell Street between Dickerson Street and Dudley Street to be closed from 6am on Saturday, June 17th until 6pm on Saturday, June 17th.*

- *The temporary closure of roads to allow the conducting of the 5K run and Tour de Blueberry bicycle ride.*

Commissioner Harrell asked if any of the merchants on Fremont Street and Wright Street had been notified about the street closures. Ms. Blackburn said they have not been contacted yet, but will be sending out information to them soon. There was also discussion about parking, closing of state streets, court possibly being in session, etc. Ms. Blackburn will also be looking at a parking plan for merchants along Wright Street and Fremont Street.

After discussion, Commissioner Robbins made a motion to approve the requested town street closures, with the request of the festival reporting back to the board after the downtown merchants have been contacted. The motion was seconded by Commissioner George and carried by unanimous vote.

BREAK 5:18 PM – 5:33 PM

PUBLIC FORUM

John Westbrook, 410 East Fremont Street, thanked Mr. Combs and Ms. Gray for the work done on the ordinance regarding murals. Mr. Westbrook also added that he, along with the merchants on the same block as Burgaw Antiqueplace, are adamantly opposed to closing Wright Street between Wilmington Street and Courthouse Avenue for the fall fest planned in October.

Michael Pearsall, 213 South Bodenheimer Street, spoke about the trash issue on the empty lot near his residence near Durham Village. He requested the town to look into this matter.

Elaine Tyson, 609 S. Bickett Street, thanked the board for renovating the former EMS building. Ms. Tyson also spoke about the speeding issue in neighborhoods. She requested the town to look at reducing the speed limits in residential neighborhoods to 25 mph.

PUBLIC HEARING

Public Hearing #1 – *Gilbert Combs, Planning Director*

Consideration of a text amendment to the Unified Development Ordinance requested by staff, to amend Section 9.26.3 Definitions and add 2.26.6.E Wall Murals. This amendment would create a definition for wall murals to distinguish from other sign types and would introduce standards for those seeking to install wall murals. *This public hearing is a continuation from March 14, 2023.*

Mayor Dawson declared the public hearing continued at 5:43 PM.

Mr. Combs presented the text amendment request as described in Ordinance 2023-11, as well as reviewed the results from the survey recently released regarding murals.

John Westbrook, 410 East Fremont Street, thanked Mr. Combs and Ms. Gray for their hard work regarding the murals.

Elaine Tyson, 609 South Bickett Street, spoke in regards to the murals. She said when the previous mural was put up at the former EMS building, she was the only one who came to speak against the mural. Ms. Tyson asked the town to have some type of input on what the mural will be about before it goes up.

Commissioner Harrell said the town is limited in what we can say about the art due to the first amendment of the constitution. Commissioner Malloy said he understands the first amendment rights, but the murals should be tasteful and represent the community.

Mr. Combs briefly explained the approval process for murals.

Commissioner Harrell commented on letter “C” and letter “E” listed in the ordinance and suggested the wording be looked at. Mr. Combs will re-word these sections to be more clear.

Commissioner Robbins asked if we allow murals to be placed on government buildings. Mr. Combs said the town has more decision making ability for government owned buildings by the town.

Commissioner George commented on a couple of statements that were in the survey results. He said we need to think about the town’s historical purpose.

Ms. Tyson added a comment about the board approving the last mural that was placed on the former EMS building.

Mayor Dawson declared the public hearing closed at 6:05 PM.

Resolution 2023-09 Adopting a statement of consistency regarding text amendments of the Town of Burgaw Unified Development Ordinance requested by town staff to section 9.26 of the Unified Development Ordinance to create a definition for wall mural and to distinguish from other sign types and would introduce standards for those seeking to paint wall murals.

Commissioner Harrell made a motion to approve Resolution 2023-09 as presented. The motion was seconded by Commissioner Malloy. Commissioners Dawson, Robbins, Malloy, and Harrell voted “aye” and Commissioner George abstained. Motion carried.

Ordinance 2023-11 A requested text change amendment of the Town of Burgaw Unified Development Ordinance requested by staff of the Town of Burgaw to amend section 9.26 of the Unified Development Ordinance to create a definition for wall mural and to distinguish from other sign types and would introduce standards for those seeking to paint wall murals.

Commissioner Harrell made a motion to approve Ordinance 2023-11 as presented. The motion was seconded by Commissioner Robbins. Commissioners Dawson, Robbins, Malloy and Harrell voted “aye” and Commissioner George abstained. Motion carried.

Public Hearing #2 – *Jessica Gray, Community Development Coordinator*

Consideration of a text amendment to the Unified Development Ordinance requested by staff, to amend Section 8.14 Table of Permitted Uses and Special Requirements and Section 8.15 Use Standards to require standards for accessory structure sales or lease with outdoor display.

Mayor Dawson declared the public hearing open at 6:06 PM.

Ms. Gray presented the request as described in Ordinance 2023-14.

Mayor Dawson declared the public hearing closed at 6:12 PM.

Resolution 2023-11 Adopting a statement of consistency regarding text amendments of the Town of Burgaw Unified Development Ordinance requested by the Town of Burgaw staff to amend section 8.14 Table of Permitted Uses and Special Requirements and section 8.15 Use Standards to require standards for accessory structure sales or lease with outdoor display.

Commissioner Dawson made a motion to approve Resolution 2023-11 as presented. The motion was seconded by Commissioner Harrell and carried by unanimous vote.

Ordinance 2023-14 A text change amendment to the Town of Burgaw Unified Development Ordinance requested by the Town of Burgaw staff to amend section 8.14 Table of Permitted Uses and Special Requirements and section 8.15 Use Standards to require standards for accessory structure sales or lease with outdoor display.

Commissioner Dawson made a motion to approve Ordinance 2023-14 as presented. The motion was seconded by Commissioner Robbins and carried by unanimous vote.

Public Hearing #3 – *Gilbert Combs, Planning Director*

Consideration of a text amendment to the Unified Development Ordinance requested by staff, to amend Chapter 9 Development Design Standards and Processes, Section 9.26.7 Permitted Sign Standards by Zoning District, Subsection B. This amendment would modify permit changeable copy signs – electronic in the R-7, Residential Zoning District.

Mayor Dawson declared the public hearing open at 6:13 PM.

Mr. Combs presented the request as described in Ordinance 2023-15.

Commissioner Malloy and Commissioner Harrell commented about the time frame for when the sign needed to be off during night time hours. After some discussion, the board agreed to change the time frame from 9:00 PM to 6:00 AM.

Mayor Dawson declared the public hearing closed at 6:19 PM.

Resolution 2023-12 Adopting a statement of consistency regarding text amendments of the Town of Burgaw Unified Development Ordinance requested by Town of Burgaw staff to amend section 9.26.7.B to include changeable copy sign – electronic as a sign permitted in the R-7, Residential district for schools, religious institutions and government uses.

Commissioner Robbins made a motion to approve Resolution 2023-12 with the time change of 9:00 PM to 6:00 AM. The motion was seconded by Commissioner Malloy and carried by unanimous vote.

Ordinance 2023-15 A text change amendment to the Town of Burgaw Unified Development Ordinance requested by Town of Burgaw staff to amend section 9.26.7.B to include changeable copy sign – electronic as a sign permitted in the R-7, Residential district for schools, religious institutions and government uses.

Commissioner Harrell made a motion to approve Ordinance 2023-15 with the time change of 9:00 PM to 6:00 AM. The motion was seconded by Commissioner Robbins and carried by unanimous vote.

DEPARTMENTAL ITEMS

Parks, Recreation & Tourism Department

Tourism Development Authority – Street closure request – *Jayna Augst, Recreation Coordinator*

Ms. Augst advised the Tourism Development Authority (TDA) is planning to host three evening markets during the year and requested closing Dickerson Street between Wilmington Street and Courthouse Avenue between 3:00 PM and 10:00 PM for the three markets. The event would be open to the public between 5:00 PM and 9:00 PM. Commissioner Robbins made a motion to approved the requested street closure. The motion was seconded by Commissioner Harrell and carried by unanimous vote.

Tourism Development Authority member appointment

There being no other applications received for the vacancy on the Tourism Development Authority at this time, Commissioner Robbins made a motion to appoint Taylor Gadow to the Tourism Development Authority. The motion was seconded by Commissioner Dawson and carried by unanimous vote.

Historic Burgaw Train Depot Fee Schedule Amendment – Discussion – Jayna Augst, Recreation Coordinator

Ms. Augst advised we currently have daily rates and hourly rates for weekend rentals at the Burgaw Community House. She said there is currently not a daily rate for the depot during the week. Ms. Augst requested the board to consider approval of adding a daily rate of \$600 for a private rental during the week and adding a daily rate of \$300 for non-profit organizations. There being no discussion by the board, Commissioner Dawson made a motion to approve the addition of the daily rates for the week day rentals at the depot. The motion was seconded by Commissioner Harrell and carried by unanimous vote.

Street closure for concert before NC Blueberry Festival

Mr. Suggs advised the board was previously in agreement with closing Fremont Street between Walker Street and Wright Street for the concert to be held on Thursday evening, June 15, 2023. The board agreed to keep this portion of Fremont Street closed overnight for the stage to remain in place for the NC Blueberry Festival, which will begin on Friday, June 16, 2023. Mr. Suggs said there was not a motion previously made with time frames and requested the board consider making a motion at this time. Attorney Rivenbark reminded the board there would be court held on Thursday, June 15, 2023. Mr. Suggs will notify area businesses of the street closure. After discussion, Commissioner Robbins made a motion to close Fremont Street between Walker Street and Wright Street beginning at 6:00 AM on Thursday, June 15, 2023, with prior notification to the businesses on that block of street, including the Clerk of Court. The motion was seconded by Commissioner Dawson and carried by unanimous vote.

Feast Down East Contract – Cody Suggs, Director

Mr. Suggs said the contract for Feast Down East has been amended to reflect changes regarding the additional space proposed to be used by the organization, as discussed at the March meeting. Mr. Suggs reviewed the changes proposed. There was discussion regarding the rate increase since they will be utilizing additional town space. After discussion, Commissioner Dawson made a motion to approve the contract with the proposed changes, including an increase of \$1,000 in the rental rate. The motion was seconded by Commissioner Harrell and carried by unanimous vote.

Ordinance 2023-13 Amending the Town of Burgaw Code of Ordinances to reflect changes to the Parks & Recreation Advisory Committee – Cody Suggs, Director

Mr. Suggs said staff has made a few changes to the ordinance in regards to the Parks & Recreation Advisory Committee. After review of the changes, Commissioner Dawson made a motion to approve Ordinance 2023-13 as presented. The motion was seconded by Commissioner Harrell and carried by unanimous vote.

Juneteenth Celebration – Street closure request – Cody Suggs, Director

On behalf of the 1865 Society of Pender County, Mr. Suggs requested the following street closures for the Juneteenth Celebration scheduled for June 24, 2023: Closure of Wright Street from Courthouse Avenue to Fremont Street from 7:00 AM to 5:00 PM, and closure of Fremont Street from Wright Street to Walker Street from 7:00 AM to 5:00 PM. Commissioner Harrell made a motion to approve the requested street closures. The motion was seconded by Commissioner Robbins and carried by unanimous vote.

Fall Festival/5k Event – Street closure request – *Cody Suggs, Director*

Mr. Suggs advised the Halloween in the Park event will be moved downtown due to limited space at Rotary Park from the installation of the new volleyball and basketball courts. He said it would be a festival type event with a 5k. Mr. Suggs requested closure of Wright Street between Courthouse Avenue and Fremont Street and closure of Fremont Street from Wright Street to Walker Street between the hours of 6:30 AM and 6:00 PM on October 21, 2023. Mr. Suggs said the 5k event will be conducted by Colin Hackman with Go Time and will begin around 9:00 AM with temporary traffic stops. Mr. Suggs said bands will be scheduled to play, inflatables for kids, candy, etc. There being no questions by the board, Commissioner Harrell made a motion to approve the street closures as requested by Mr. Suggs. The motion was seconded by Commissioner Robbins and carried by unanimous vote.

Planning Department – *Gilbert Combs, Planning Director*

Resolution 2023-10 Resolution of commitment to the NC Main Street & Rural Planning Center to participate in the Downtown Associate Community Program if selected

Mr. Combs requested approval of Resolution 2023-10 to show commitment to participate in the NC Main Street/Downtown Associate Community Program if selected. Commissioner Dawson asked about the staff position; Mr. Combs explained and said he would serve the hours required to work on the program. Commissioner Dawson made a motion to approve Resolution 2023-10 as presented. The motion was seconded by Commissioner Harrell and carried by unanimous vote.

Departmental Updates – *Department Heads*

Police Department- *Jim Hock, Police Chief*

- Strong applicants for the Patrol Officer position has been received and interviews are being scheduled.
- Department staff will be helping with various upcoming events in town, as well as nearby events in other towns.

Fire Department – *Jim Taylor, Fire Chief*

- On-going truck maintenance.
- Firefighter Grafford and Chief Taylor will be attending con-ed class in Morehead City.
- New hire starting at the end of the month.

- Department staff will be attending Strawberry Festival and Spring Fest.

Public Works Department – Alan Moore, Director

- By-pass valves being installed at lift stations.
- Staff has been cleaning out ditches.
- Speed humps on Satchwell Street should be completed soon.

Building Inspections Department – Louis Hesse, Building Code Administrator

- Things are staying busy.
- Had to issue stop work orders on a couple of minimal housing issues.

Mr. Hesse spoke about the street light that was requested by Daniel Wedlock at the last meeting. Mr. Hesse said he has looked in the area of Bridgers Street/Giles Marshburn Road and said the lights are around 500 feet apart, which is a typical distance throughout town. There was discussion regarding the request for the light and past issues with criminal activity at Nash Equipment on the other end of Giles Marshburn Road. After discussion, Commissioner Robbins made a motion to move forward with adding a street light in the area of Mr. Wedlock's residence at the end of Giles Marshburn Road. The motion was seconded by Commissioner Dawson and carried by unanimous vote.

Planning Department – Jessica Gray, Community Development Coordinator

- Working on the Mainstreet program application.
- Working on code enforcement

Parks, Recreation & Tourism Department – Cody Suggs, Director

- Spoke about recent events and upcoming events.
- Summer camp will be held in July.
- Depot repairs are being done.
- Spoke about some grant funding available with the Arboretum with signage along the trail.
- Filming permit from Warner Brothers has been received.
- Working on encroachment agreements for the Westside Trail project.

Finance Department – Wendy Pope, Finance Officer

- Working on budget preparations.

Human Resources Department – Kim Rivenbark, Director

- Gave an update on position vacancies and applications received.
- Met with funeral home directors regarding the recent changes in the cemetery ordinance.

Clerk's Office – Kristin Wells, Town Clerk

- Reminded everyone of the Earth Day Community Clean-up Day on April 22nd.

ITEMS FROM ASSISTANT MANAGER – *Jim Hock, Assistant Town Manager*

Public Works expansion bid discussion

Chief Hock reviewed the plan for the Public Works expansion project. He also reviewed the two bids received during the RFQ process. Chief Hock said the total proposed budget is approximately \$375k. There were no objections voiced from the board to move forward with the project. After some brief discussion, Commissioner Robbins made a motion to take the projected funds needed for the project from the water and sewer fund. The motion was seconded by Commissioner Malloy and carried by unanimous vote. The board was in agreement to move forward with bid #1.

ITEMS FROM MANAGER – *James Gantt, Town Manager*

Update on current town projects

Mr. Gantt advised the renovations of the EMS building are moving along well.

Mr. Gantt said there was a slope failure along the canal from the EWP project and the contractor is working on getting this fixed.

Mr. Gantt reminded the board of the upcoming budget meeting on April 18, 2023 from 9 AM to 12 PM.

The grant for the carbon reduction program has been submitted.

Other items from the Manager

Resolution 2023-13 was given to the board at the meeting for consideration of approval regarding the stormwater master plan grant application. There being no questions from the board, Commissioner Harrell made a motion to approve Resolution 2023-13 as presented. The motion was seconded by Commissioner George and carried by unanimous vote.

Mr. Gantt spoke about the town's vacant properties that were discussed at last month's meeting. He said the deed for the McRae Street property indicated a flood property. The Durham Street property is a tax foreclosure. After some brief comments, Commissioner Harrell made a motion to surplus the Durham Street property that is owned by the town. The motion was seconded by Commissioner George and carried by unanimous vote.

Commissioner Robbins asked about the status of NC DOT in regards to the Wilmington Street pedestrian project. Mr. Gantt advised this project is incorporated in the carbon reduction grant that has been submitted.

Commissioner Malloy said we need to look at the ordinance regarding grass clippings being blown in the street. There was discussion about a yard debris policy. Staff will look into this. It was suggested that we educate the public regarding these types of issues.

Mayor Dawson said Sandy Harris at Pender Christian Services has requested the town consider removing the two large pine trees along McRae Street next to the facility. There was discussion, but no action was taken by the board.

There was some discussion regarding the request by Ms. Tyson to reduce speed limits in residential neighborhoods. After some comments from the board, it was decided to conduct a survey for residents and visitors to have input on the idea of reducing the speed limit in residential neighborhoods.

ITEMS FROM ATTORNEY – Zachary Rivenbark, Town Attorney

Attorney Rivenbark stated he only had comments for closed session.

ITEMS FROM MAYOR AND BOARD OF COMMISSIONERS

Commissioner Robbins commented on all of the street closures being requested for special events in town. He asked staff how much time and money it costs the town for employees to close streets. There was discussion about the pros and cons of closing streets in the downtown area.

There was brief discussion on parking. The board requested Mr. Gantt meet with the pastor of the Presbyterian Church regarding the parking lot as previously discussed. Commissioner Malloy suggested we look closer at providing parking on the railroad right-of-way.

CLOSED SESSION – 8:09 PM

Commissioner Dawson made a motion to go into closed session pursuant to NC GS 143-318.11(a)(3) Attorney/Client Privilege. The motion was seconded by Commissioner Robbins and carried by unanimous vote.

OPEN SESSION – 8:35 PM

Commissioner Robbins made a motion to return to open session. The motion was seconded by Commissioner Harrell and carried by unanimous vote.

Upon reconvening in open session, Commissioner Dawson made a motion to appropriate \$3,500 from the water and sewer fund to pay Robert Gillis for an easement for the sewer project. The motion was seconded by Commissioner Harrell and carried by unanimous vote.

Commissioner Malloy made a motion to increase the professional services line item up to \$42,500. The motion was seconded by Commissioner George and carried by unanimous vote.

ADJOURNMENT

Commissioner Harrell made a motion to adjourn. The motion was seconded by Commissioner George and carried by unanimous vote.

The meeting was adjourned at 8:36 PM.

G. Olivia Dawson, Mayor

Attest: _____
Kristin J. Wells, Town Clerk

2023 Email to Pender County/Clerk of Court

Get Outlook for iOS

From: Cody Suggs

Sent: Wednesday, April 12, 2023 2:27:25 PM

To: avann@pendercountync.gov <avann@pendercountync.gov>

Cc: Zach White <zwhite@pendercountync.gov>; James Gantt <jgantt@burgawnc.gov>; Jim Hock <jhock@burgawnc.gov>

Subject: Fremont Street - Closures

Allen,

Thanks again for taking my call today. As mentioned, Fremont street will be closed starting Thursday June 15th at 6:00am and will not re-open until Sunday June 17th at 12:00pm.

I spoke with Chief Hock and James about the concerns with the court system and how we could work to make things run more efficiently that day.

We are okay with courthouse personnel accessing the closed street. We will leave an open gap at the end of the street for them to drive through and provide the proper signage indicating "Courthouse Personnel Only". All other court traffic will be treated as general public and will use the available spaces throughout downtown.

If possible, we are asking the courthouse personnel to have their vehicles moved off of Fremont Street by 4:30pm that afternoon. I hope this helps make things a little more manageable. If there are any other concerns please let me know.

Can you please forward to Elizabeth Crazer, could not locate her email.

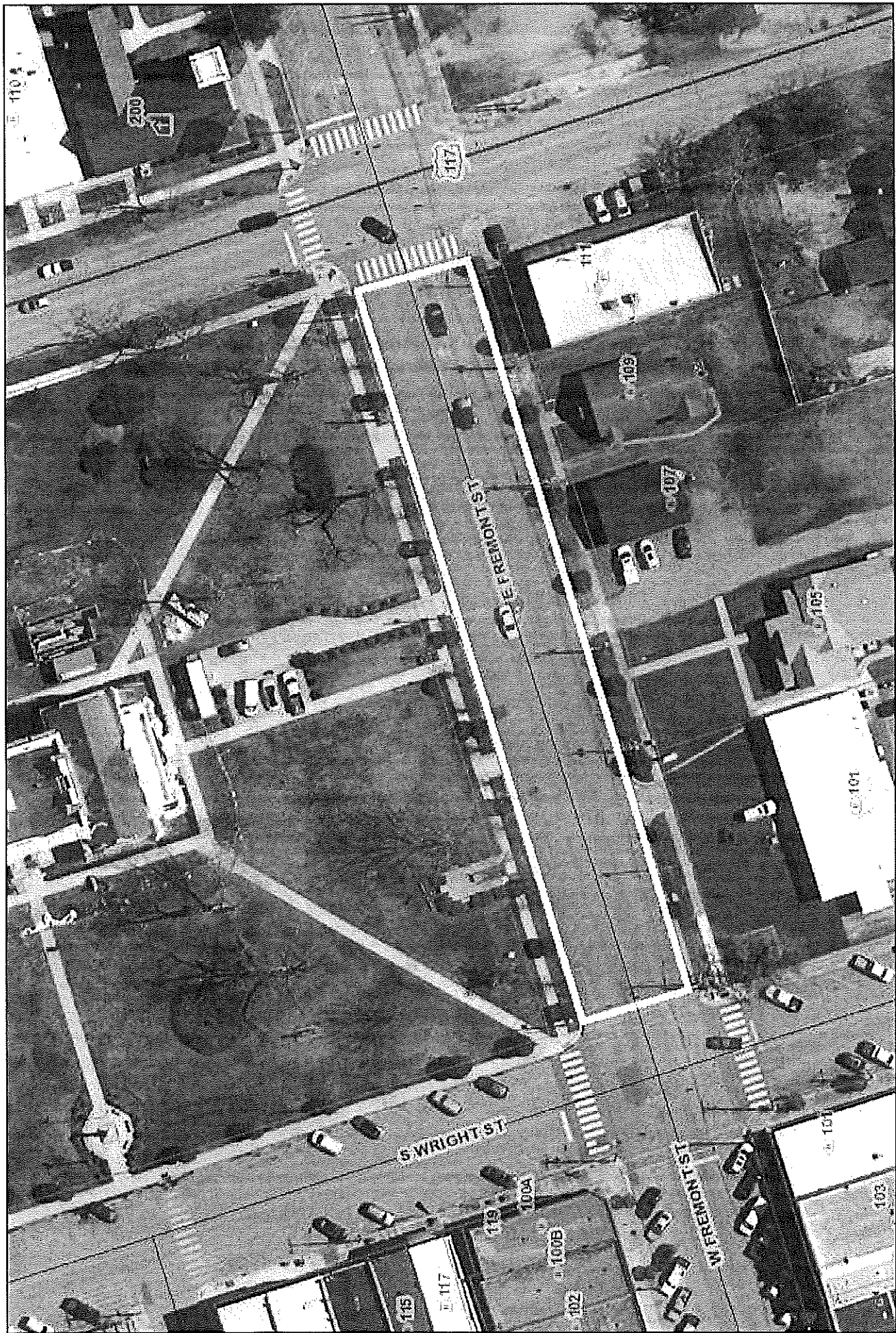
Best,

Cody Suggs, CPRP

Parks & Recreation Director

Town of Burgaw

Office: (910) 300-6401



9:43

LTE

< 56

EC



Elizabeth >

Hey need to schedule a time to talk with you about some dates and road closures.

OK. Got an emergency with work going on right now give me a bit and I'll get up with you.

Sounds good

Apr 12, 2023 at 2:03 PM

Just spoke with Alan Vans. Going to draft an email. Can you confirm email address?

Elizabeth.h.craver@nccourts.org

Just forwarded email. Let me know if you have concerns

I have concerns

Call me back when you can

Tue, Jun 6 at 11:01 AM

Jalese Blackburn

North Carolina Blueberry Fes...

JB



Tue, Jun 12 at 9:56 AM



iMessage



9:48

56

LTE



EC

Elizabeth >

to draft an email. Can you confirm email address?

Elizabeth.h.craver@nccourts.org

Just forwarded email. Let me know if you have concerns

I have concerns

Call me back when you can

Tue, Jun 6 at 11:01 AM

Jalese Blackburn

North Carolina Blueberry Fes...

JB

Tue, Jun 13 at 8:56 AM

Hey just reminding you about the street on Thursday so you can inform your staff. I will have signs at the road that day courthouse staff only.

Say

Delivered

①

* Meeting #1 w/ Pender County / Court System * 2024

2024 Blueberry Festival Discussion Meeting:

March 1st, 2024 at 9:00am

Attendance: Abigail Homrighausen, Doug Krynicki, Crystal Batts, James Gnatt, Jim Hock, Jayna Augst, Zach White, Elizabeth Dancy, Jessica Herring, Camille Harrell, Judge Kent Harrell, Judge J Corpening, Allen Vann, Major Mike Collier, Captain Randy King, Olivia Dawson

- Increase in Friday attendance creates new challenges
 - Public safety
 - It's a challenge to get vendors in as early as possible and get them out of the road closures
- More issues on Friday with set-up and start date/time
- The judicial annex parking lot will contain children activities
 - Bouncy house
 - BMX show
 - They can set up once court is out, Judge Harrell is going to try to not have court scheduled on Friday June 14th.
- The Courthouse is open until 5pm on Friday and must be accessible to all persons, even if there is no court scheduled.
 - Handicap parking
 - Must be clearly open
 - Doug and Crystal agreed that the festival schedule can be changed to accommodate Friday's court schedule
- Ideally would avoid being on the Courthouse Square prior to 5pm
- Look into getting "Courthouse Only Parking Signs"
 - Parking just for those going to courthouse
- The concrete security pad/path **must** not be obstructed
 - S Fremont will stay open for Law enforcement vehicles
 - Encourage all law enforcement to park on the pad and off the road
- Court staff will try to not have court scheduled on Friday in the Courthouse to minimize traffic
- Court employees will park at jail annex, Biberstein Annex, nearby church, and old EMS building

(2)

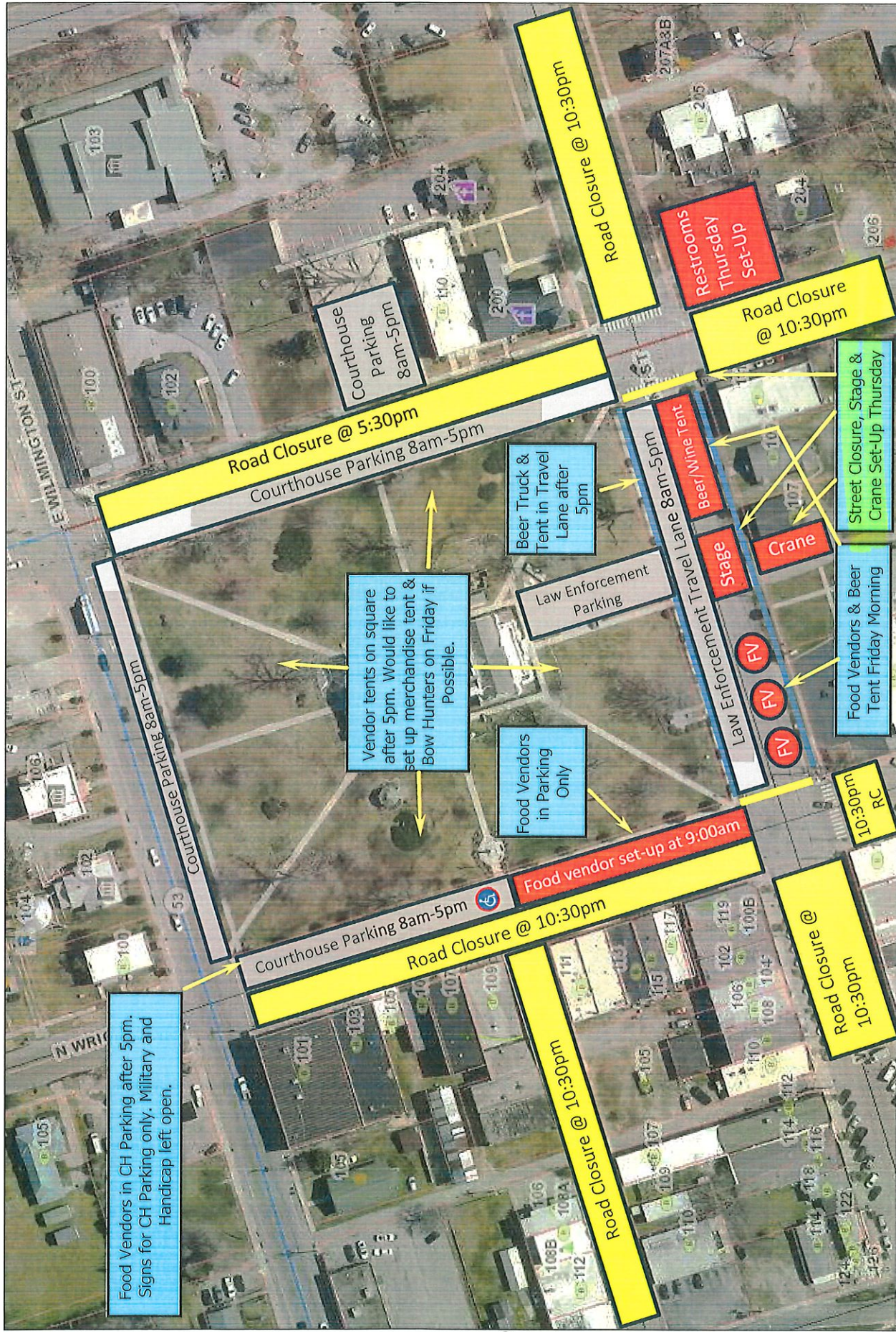
- Town is working an agreement with church to have parking lot for staff
- During set-up, Wright Street will remain open and part of Fremont Street (for law enforcement)
 - Direct traffic from Wright Street to Courthouse Ave to Dickerson Street
 - Handicap parking spots from General Pender to Wilmington Street will remain open
 - Just closing off parking and not the street
 - Mention off one way traffic and a reversed traffic pattern but decided that would cause too much confusion
- Wright Street will be used again for food vendors
 - It was mentioned to have food vendors move to W Fremont Street and more tents on Wright Street but there's no power supply on W Fremont and most vendors don't use generators.
 - From previous years' experience, it was better once the food vendors moved to the street
 - Mention of moving food vendors down Courthouse Ave as well
 - Move craft beer station and have sponsors move in on Friday
- There was mention of having the festival on Saturday and Sunday but, the challenges are:
 - Church on Sunday (selling beer and playing music while church is in session)
 - It's a volunteer based festival
 - Sunday is Father's Day
- Set up stage and tents on opposite side (business side)
 - Move to both sides of Fremont Street beginning at 5pm
 - Volunteers can help walk it over
 - Set-up craft beer tent at one location then move it following 5pm
- The Town of Burgaw will prepare an emergency plan
- Doug will send out maps once more festival information is decided
- All Courthouse Square vendors will wait until 5pm to set-up
 - Unloading on/blocking the courthouse pad is not allowed
- Food vendors need to set up early to be inspected

(3)

- Set up by 3pm and start serving at 5pm (move to **6pm** since that will be the new start time)
- Set up between General Pender and Fremont Street
 - Set up in parking spaces so there won't be any issues with traffic
- Volunteers must monitor food vendors to ensure they set-up in the proper location
- Festival will begin one hour later on Friday than previous year at **6pm**
- Major Collier offered to give festival a 100ft buffer from the building so vendors could set up earlier but, Crystal said no it's easier to tell the vendors all the same rules/set-up time
- We discussed having a follow up meeting in April/May once the festival has time to modify the festival footprint/timeline. Once we have more information we can schedule a second meeting.

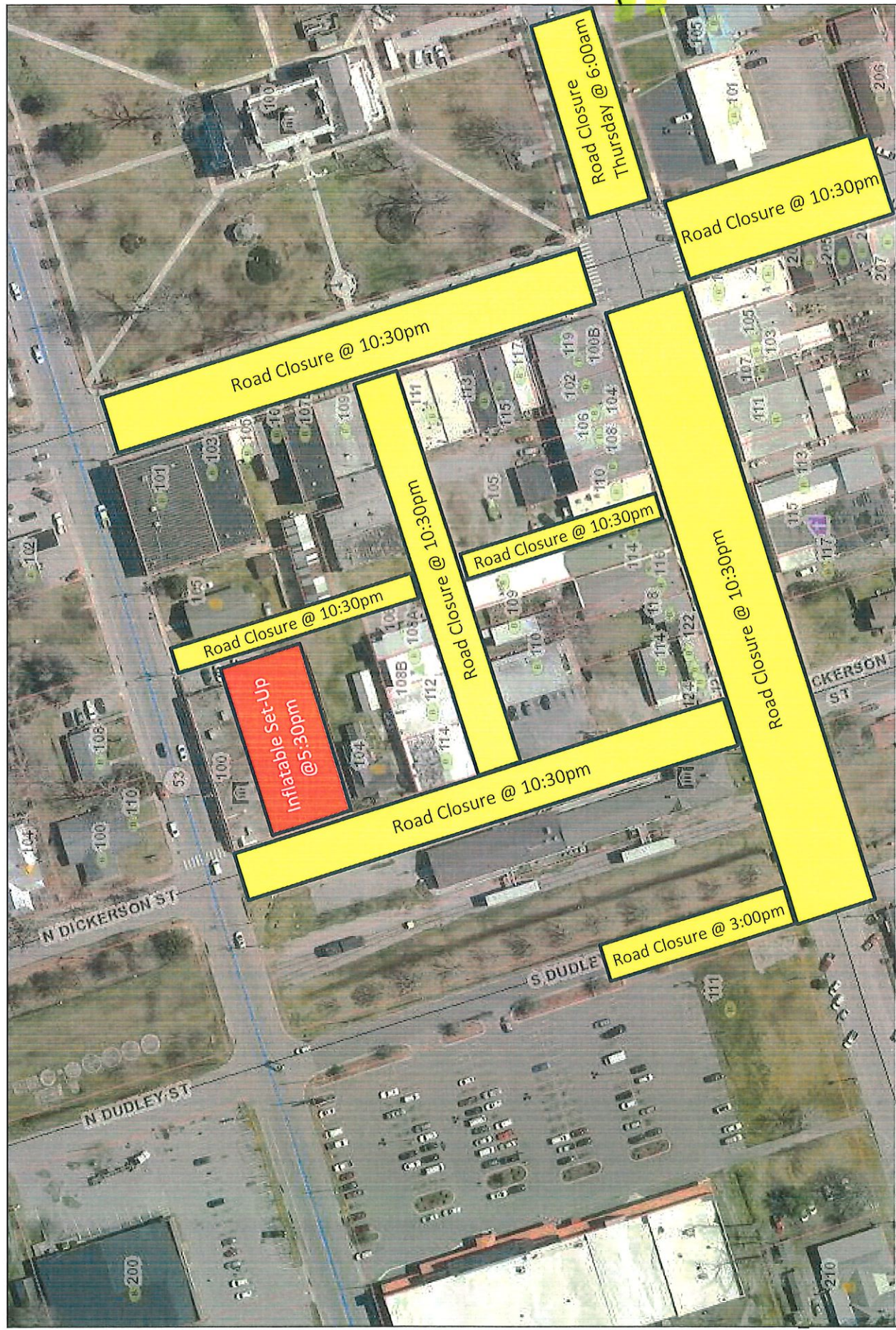
* Plan Presented @ Meeting #Z With Pender County / Court System *

Blueberry Festival Friday June 14th - Tentative Setup

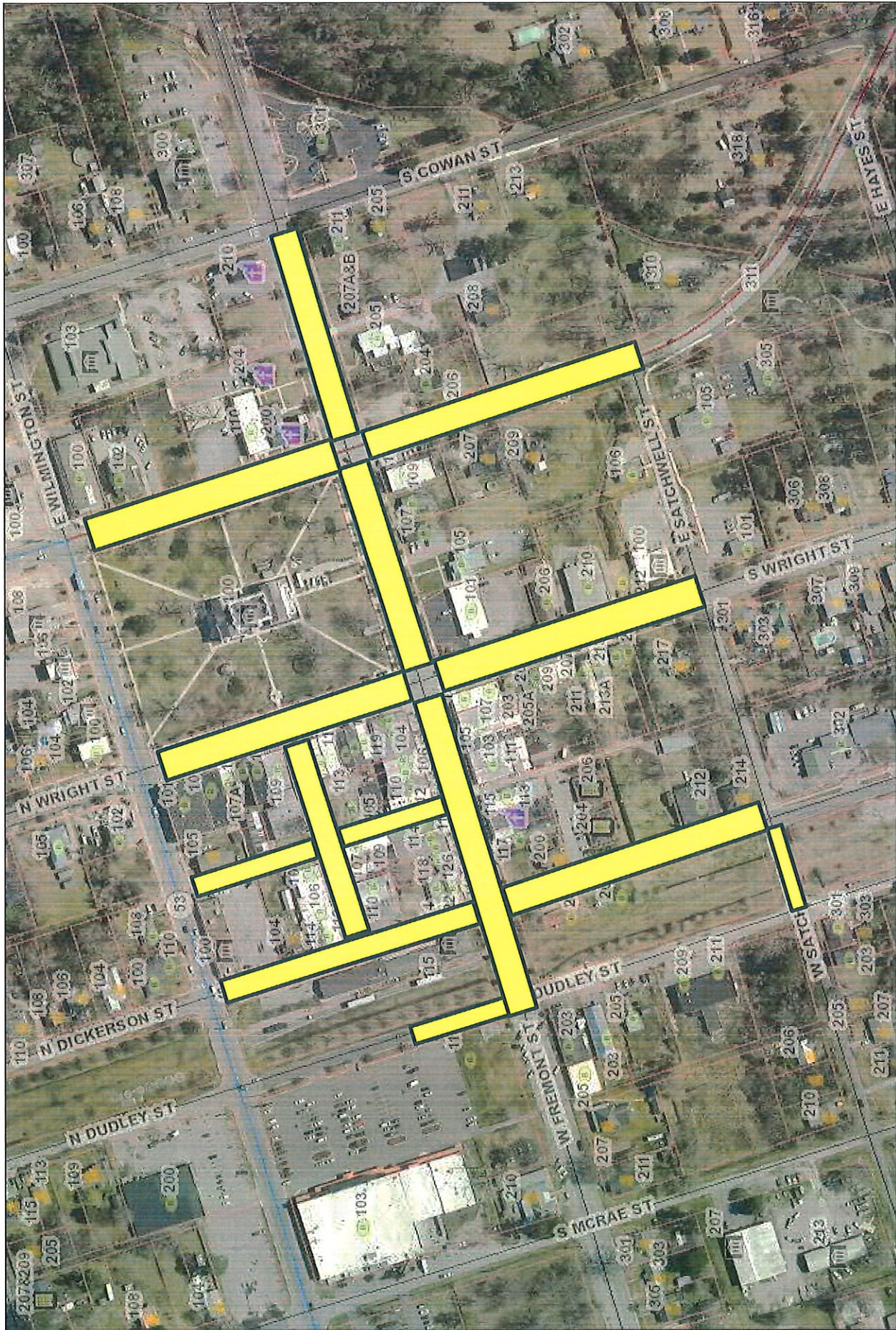


* Thursday Closure *

Blueberry Festival Friday June 14th - Tentative Set-Up



Blueberry Festival Street Closures



Blueberry Festival 2024 Street Closures

- Half of Dudley Street from Wilmington Street to Fremont Street to be closed at 3:00pm on Friday, June 14th until 10am on Saturday, June 15th for conducting of the BBQ cook-off event.
- Wright Street from Wilmington Street to Fremont Street to be closed at 10:30pm on Friday, June 14th until 11pm on Saturday, June 15th.
- Courthouse Ave and adjunct ally to be closed at 10:30pm on Friday, June 14th until 11pm on Saturday, June 15th.
- Fremont Street from Walker Street to Wright Street will be closed at 6:00am on Thursday, June 13th until 12 noon on Sunday, June 16th.
- Walker Street from Wilmington Street to Fremont Street to be closed at 5:30pm on Friday, June 14th until 11pm on Saturday, June 15th.
- Walker Street from Fremont Street to Satchwell Street to be closed at 10:30pm on Friday, June 14th until 11pm on Saturday, June 15th.
- Fremont Street from Walker Street to Cowan Street to be closed at 10:30pm on Friday, June 14th until 11pm on Saturday, June 15th.
- Fremont Street from Wright Street to Dudley Street to be closed at 10:30pm on Friday, June 14th until 11pm on Saturday, June 15th.
- Wright Street from Fremont Street to Satchwell Street to be closed at 10:30pm on Friday, June 14th until 11pm on Saturday, June 15th.
- Dickerson Street from Wilmington Street to Fremont Street to be closed at 10:30pm on Friday, June 14th until 11pm on Saturday, June 15th.
- Dickerson Street from Fremont Street to Satchwell Street to be closed from 10:30pm on Friday, June 14th until 11pm on Saturday, June 15th.
- Satchwell Street between Dickerson Street and Dudley Street to be closed from 6am on Saturday, June 15th until 6pm on Saturday, June 15th.

*Email w/ Interim Clerk of Court &
Judges * 2024

(5) Thank you.

Cody Suggs, CPRP

Parks & Recreation Director

Town of Burgaw

Office: (910) 300-6401

From: Harrell, Camille C. <camille.c.harrell@nccourts.org>

Sent: Monday, April 15, 2024 1:40 PM

To: Cody Suggs <csuggs@burgawnc.gov>; Allen Vann <avann@pendercountync.gov>

Cc: Harrell, Richard K. <richard.k.harrell@nccourts.org>; Corpening, Julius H. <julius.h.corpening@nccourts.org>

Subject: [External] RE: [External] RE: Street Closure - Thursday June 13, 2024

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(4) That will work.



Camille Harrell
Interim Clerk of Superior Court
Pender County
North Carolina Judicial Branch
O 910-663-3945
F 910-663-3901

Justice for all
www.NCcourts.gov



From: Cody Suggs <csuggs@burgawnc.gov>

Sent: Monday, April 15, 2024 1:28 PM

To: Harrell, Camille C. <camille.c.harrell@nccourts.org>; Allen Vann <avann@pendercountync.gov>

Cc: Harrell, Richard K. <richard.k.harrell@nccourts.org>; Corpening, Julius H. <julius.h.corpening@nccourts.org>

Subject: Re: [External] RE: Street Closure - Thursday June 13, 2024

You don't often get email from csuggs@burgawnc.gov. [Learn why this is important](#)

(3) Thanks for response Camille,
Yes, Fremont street is scheduled to close at 6:00am on Thursday. Stage will be set-up around lunch. The only traffic that will allowed on that street is courthouse staff, judges, deputies, and business owners (Thursday only, Friday only law enforcement can enter,

staff parking at Church or Town Center). We will not allow general public to park within that area of Fremont, designated parking will be arranged on Wright Street. We will have the appropriate signage on each end of the street indicating "Courthouse Staff Only".

If this is acceptable for the courthouse, let me know, otherwise we will fall back to the next option for Thursday.

Thanks again.

Cody Suggs, CPRP

Parks & Recreation Director
Town of Burgaw
Office: (910) 300-6401

From: Harrell, Camille C. <camille.c.harrell@nccourts.org>
Sent: Monday, April 15, 2024 1:12 PM
To: Cody Suggs <csuggs@burgawnc.gov>; Allen Vann <avann@pendercountync.gov>
Cc: Harrell, Richard K. <richard.k.harrell@nccourts.org>; Corpening, Julius H. <julius.h.corpening@nccourts.org>
Subject: [External] RE: Street Closure - Thursday June 13, 2024

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

(2) Good afternoon Mr. Suggs,

Maybe I was confused on the time of closure of Fremont (from Wright to Walker) on Thursday. I do understand that the stage is to be set up on Thursday and it is not to block flow of court traffic/staff and law enforcement.

Thank you for clarifying.



Camille Harrell
Interim Clerk of Superior Court
Pender County
North Carolina Judicial Branch
O 910-663-3945
F 910-663-3901

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www.NCcourts.gov



From: Cody Suggs <csuggs@burgawnc.gov>

Sent: Monday, April 15, 2024 12:18 PM

To: Harrell, Camille C. <camille.c.harrell@nccourts.org>; Allen Vann <avann@pendercountync.gov>

Cc: Harrell, Richard K. <richard.k.harrell@nccourts.org>; Corpening, Julius H. <julius.h.corpening@nccourts.org>

Subject: Street Closure - Thursday June 13, 2024

Some people who received this message don't often get email from csuggs@burgawnc.gov. [Learn why this is important](#)

(1) Good Afternoon, Camille et al., I am writing to clarify the approved street closures for our upcoming event.

I hope you are doing well. We have some confusion amongst our Town Attorney/business owners regarding street closures from our last meeting as a group. We discussed closing Fremont Street from Wright to Walker Street starting at 6:00 am on Thursday, June 13, 2024. All other roads close at 10:30 pm Friday, June 14, 2024. The Town would provide a travel lane and parking on the street on Thursday for the clerks, deputies, judges, and business owners. Attached is the map and list of closures presented at the meeting (Thursday is in the box at the bottom of page 1 and listed on page 4).

Could you please confirm this is what was approved so we can have written permission from the County/Court System to present it to our Board of Commissioners in May? If this was somehow missed or confused anyone, please let me know, and we can address it further.

Again, thank you for your patience and willingness to work with us through this process.

Best,

Cody Suggs, CPRP

Parks & Recreation Director

Town of Burgaw

Office: (910) 300-6401

E-mail correspondence to and from this address may be subject to the North Carolina public records laws and if so, may be disclosed.

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Town of Burgaw

109 N. Walker Street, Burgaw, NC 28425

Phone: (910) 259-2151, Fax: (910) 259-6644, email: mail@burgawnc.gov

Olivia Dawson
Mayor

James Malloy
Mayor Pro Tem

Commissioners:
Jan Dawson
Bill George
William Rivenbark
Michael Pearsall

James H. Gantt
Town Manager

Kristin J. Wells
Town Clerk

Zachary S. Rivenbark
Town Attorney

April 15, 2024

Parks, Recreation, and Tourism Office
Town of Burgaw
109 N. Walker Street
(910) 300-6401

Dear Business Owner,

The Town of Burgaw Parks, Recreation, and Tourism office is requesting the closure of Fremont Street from Walker Street to Wright Street on Thursday, June 13, 2024, starting at 6:00 am. Closure is needed in order to set up for the Summer on the Square Concert Series, which will commence that evening starting at 6:30 pm.

This letter serves as formal notification of the closure per the requirements of the Town of Burgaw Board of Commissioners.

Parking and travel lanes will still be accessible to all business owners and employees during business hours (8:00 am-5:00 pm). Parks, Recreation, and Tourism staff will work with all patrons on the day of the event to provide access and to place appropriate signage at the entry and exit of each street.

No formal approvals have been granted for street closures at the current time. This item will be presented at the next regularly scheduled Board of Commissioners meeting on Tuesday, May 14, 2024, starting at 4:30 pm. Please plan to attend if you have further concerns or questions.

Using the form provided, please confirm that you received formal notification and indicate your motion for approval or denial by the Town Board.

We appreciate your continued support of the Town of Burgaw.

Best,

Cody Suggs
Parks & Recreation Director

* Email w/ Deon Lee *

* Business Owner Fremont St. *

(3) Thank you Deon.

Cody Suggs, CPRP

Parks & Recreation Director

Town of Burgaw

Office: (910) 300-6401

From: Deon lee <deon.10@hotmail.com>
Sent: Monday, April 15, 2024 1:33 PM
To: Cody Suggs <csuggs@burgawnc.gov>
Subject: [External] Re: Street Closure - June 13, 2024

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(2) I support this letter!

Get [Outlook for iOS](#)

From: Cody Suggs <csuggs@burgawnc.gov>
Sent: Monday, April 15, 2024 12:28:07 PM
To: deon.10@hotmail.com <deon.10@hotmail.com>
Subject: Street Closure - June 13, 2024

(1) Deon,
Thanks again for taking the time for my call this morning. Attached is the letter outlining the street closure for Thursday June 13, 2024. Can you please send me a response email indicating if you are in support or not of us closing the street that day?

Thank you again for your time.

Cody Suggs, CPRP

Parks & Recreation Director

Town of Burgaw

Office: (910) 300-6401

* D&H Marketing - Can use parking (No Large Trucks or Mobile Food Units)

Per Mr. Durham

Street Closure Form

* Moving to 2nd Floor of Dees Drug (per Sally Fields) (Will Not Be Present During Concert)

Business Name	Employee Name	Employee Signature	Do you support the road being closed, yes or no?
D&H Marketing	JASON WELLS		YES
Pollock & Pollock	BUSINESS OWNER SIGNED BELOW		
Communities in Schools	Sally Fields		yes
Zachary Riverbark	See	YES	NO for Thursday
Deon Lee BB.	OUT OF OFFICE - COMMUNICATED VIA EMAIL - ATTACHED.		
Panorama Permaculture	p panora		YES
Harrison Building	Spoke with Leo & Received Verbal Approval - NO SIGNATURE		
	↳ Leo stopped by office on 4/30/24		
	TO SIGN		



Splash Pad Concept

Bishop Rayford Hankins Memorial Park

Parks and Recreation Advisory Board

Parks Foundation of Burgaw

Board of Commissioners

May 13 – May 14, 2024

Background Hankins Park

- Park Established/Purchased in February 2001.
- Property conveyance from Pender County Schools
- Dedicated by Parks and Recreation Committee to Reverend Rayford Hankins in 2001

Included in handout:

- Previous Town Board Minutes
- Conveyance Request to Pender County Schools
- Survey of Property
- Deed of Property
- Splash Pad Concept and Rendering Options



Project Site – Hankins Park

- Connect water, power, drainage, other needed infrastructure.
- Develop parking areas.
- Transplant/remove vegetation where needed. Preserve as much as possible.
- Connect splash pad with restroom facility/shelter.
- Preserve passive nature of park.



Option 1 Flow Through/Re-CIRC System

- 2,200 square feet
- 150 gallons per minute
- Flow Through Price - \$209,000.00
- Re-CIRC Price - \$514,000.00

Estimated 6,336,000 gallons of water a year with flow through (with all systems running)(options to lower water output)

Re-CIRC higher price tag for pump house and extra infrastructure.



Option 2 Flow Through/Re-CIRC System

- 2,500 square feet
- 200 gallons per minute
- Flow Through Price - \$310,000.00
- Re-CIRC Price - \$568,000.00

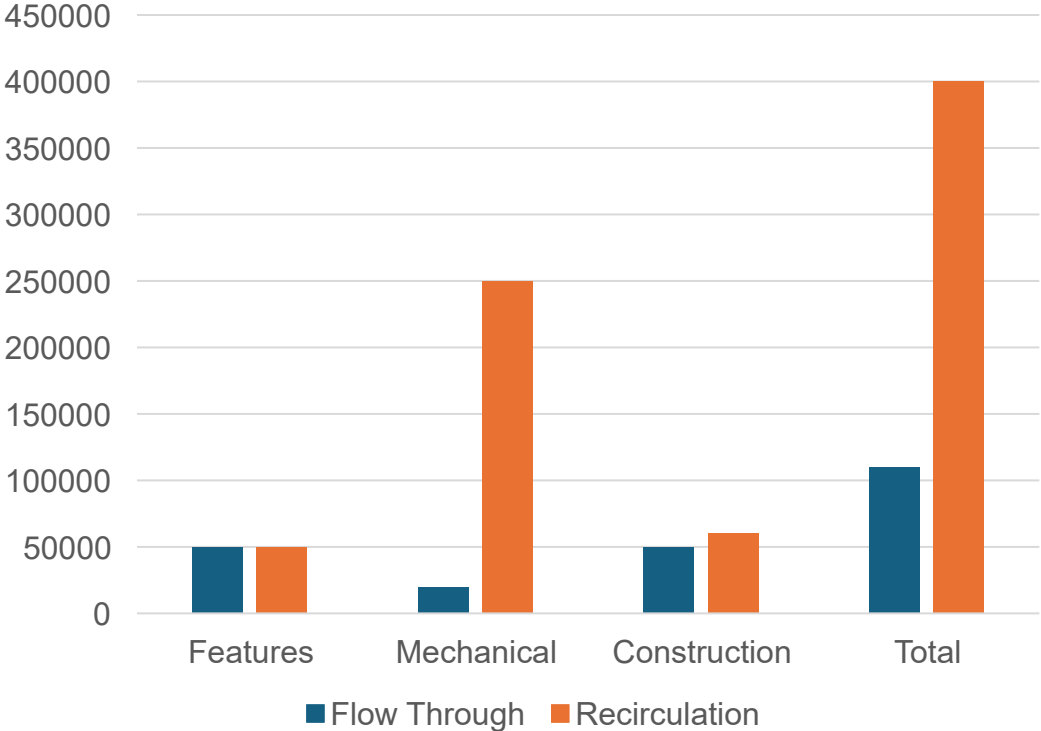
Estimated 8,448,000 gallons of water a year with flow through. (with all systems running)(options to lower water output

Re-CIRC higher price tag for pump house and extra infrastructure.

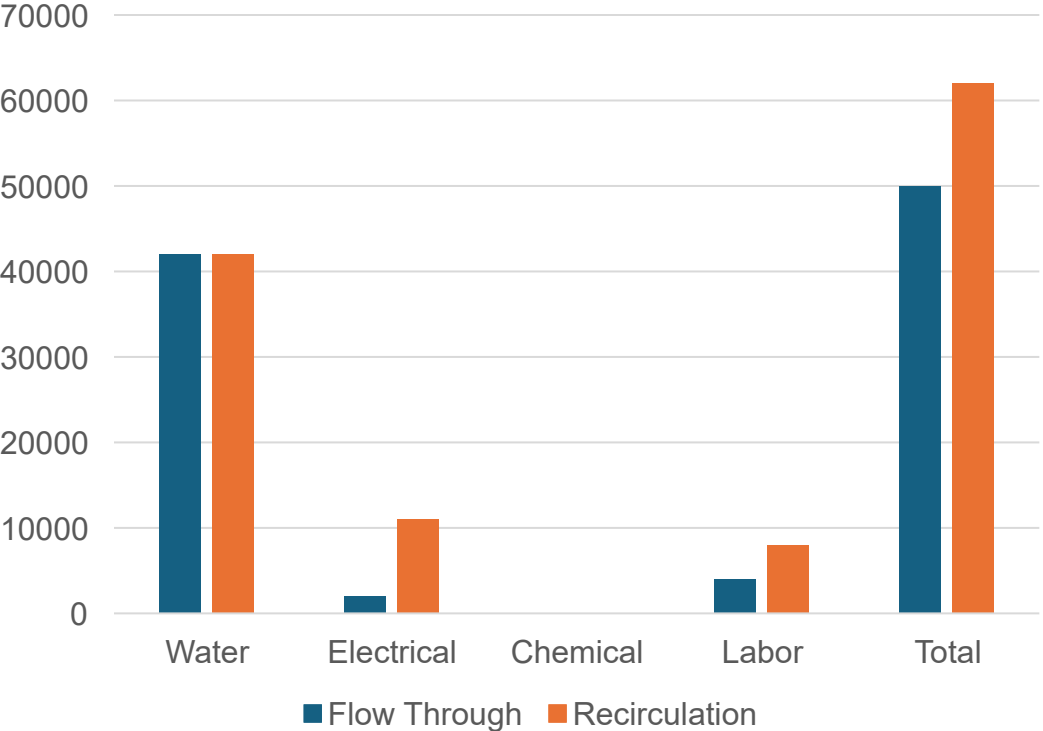


Water Management – Data Carolina Parks & Play

Capital Cost Comparison



Operational Cost Comparisons

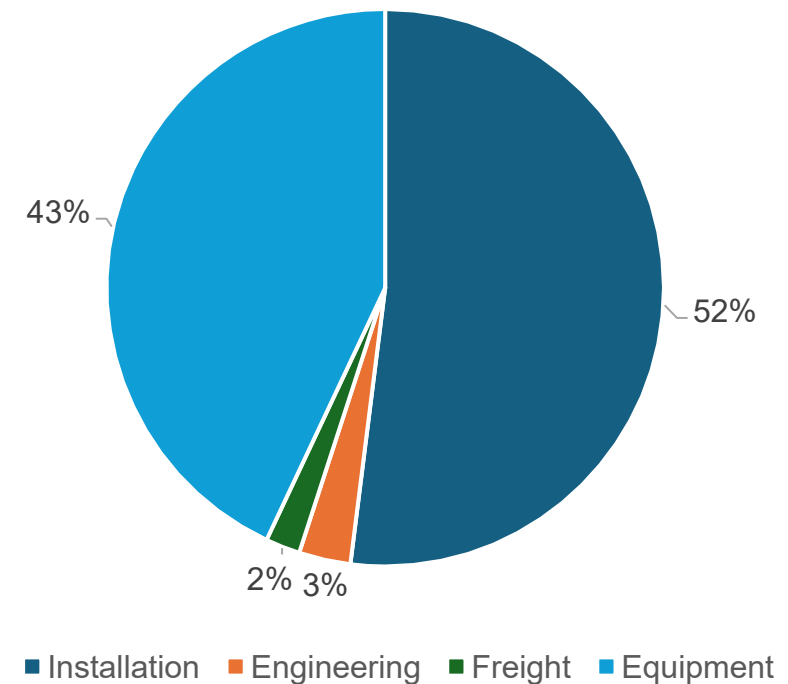


Flow Through – Budget Data Carolina Parks & Play

MISC

- Site work/prep – existing conditions dependent
- Utilities – based upon distance & availability
- Minimum Req – 2" water service w/ 40 lbs. PSI & flow rate > 25% of pad max flow; 6" drain w/ 10' of pad; 15-amp power service
- PIP added - \$18-22/SF

Flow Thru Breakdown

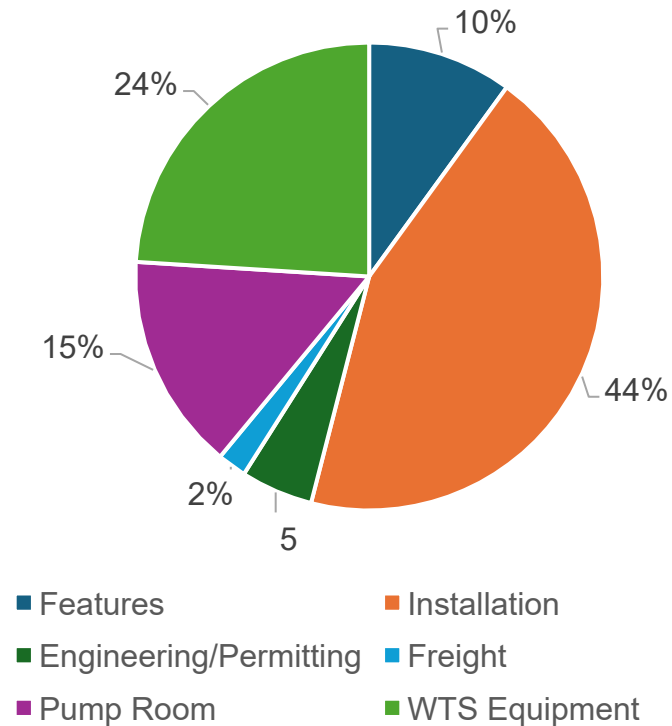


Water Treatment System – Budget Data Carolina Parks & Play

MISC

- Site work/prep – Existing conditions dependent
- Utilities – based upon distance & availability
- Minimum Req – 1" water service; sewer service; 6" drain w/ in 10' of tank; 3 phase power service
- PIP added - \$18-22/SF

WTS Breakdown



Next Steps

- Approval for Town BOC to move forward.
- Work with contractors to set budget and explore further information.
- Sub-committee with Town Staff to discuss infrastructure and project site
- Community Meetings
- Development of site/project specific comp plan.
- Fundraise/charitable donation to Town for project match.
- Apply for Parks & Recreation Trust Fund (PARTF) for matching funding.
- Construct Project

Questions or Comments?





CITY OF BURGAW SPLASH PAD, BURGAW, NC - OPTION 1



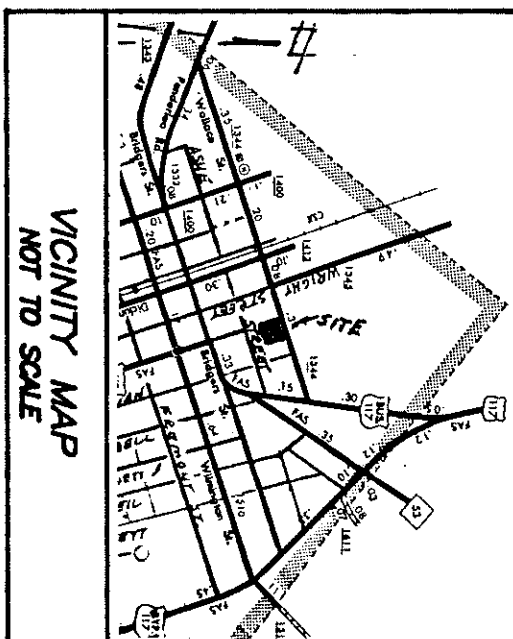
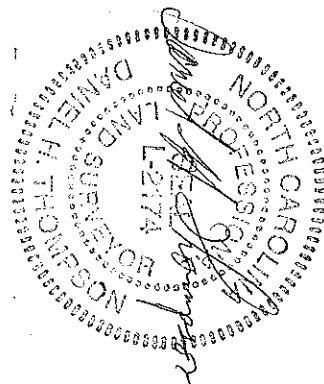
CITY OF BURGAW SPLASH PAD, BURGAW, NC - OPTION 2

SKETCH OF SURVEY
FOR

THE TOWN OF BURGAW

BURGAW TOWNSHIP PENDER COUNTY
NORTH CAROLINA
JANUARY 2001 - SCALE: 1" = 60'

THOMPSON SURVEYING CO., P.A.
111 E. FREMONT STREET
BURGAW, N.C. 28425
910-259-2954



VICINITY MAP
NOT TO SCALE

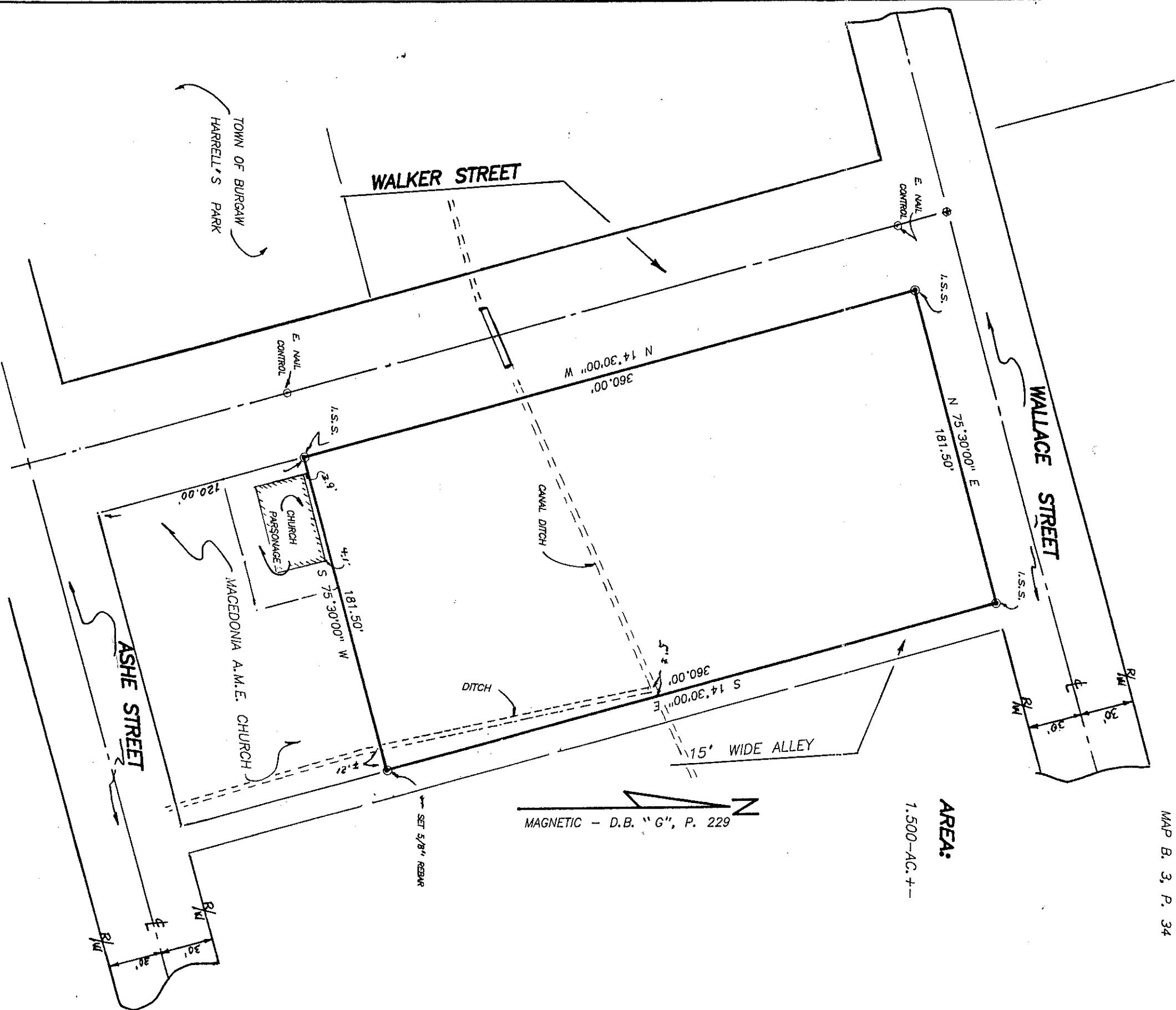
SURVEY REF:

DEED B. "G", P. 219
AND
DEED B. 262, P. 490
THE ABOVE BEING
LOTS 1, 2 AND 3
MAP B. 3, P. 34

AREA:

1.500-AC. +-

MAGNETIC - D.B. "G", P. 229



Town Of Burgaw

February 15, 1999

Dr. Marc Sosne
Superintendent- Pender County Schools
925 Penderlea Highway
Burgaw, NC 28425

Re: Property Conveyance Request- Lots 2, 3, and 4 of Block 39 (Wallace Street)

Dear Dr. Sosne:

The Burgaw Recreation Committee and the Town of Burgaw Board of Commissioners hereby request consideration by the Pender County Board of Education to convey Lots 2, 3, and 4 of Block 39 (Deed Reference Book 262, Page 490) located on Wallace Street to the Town. Conveyance of the property would complete the final step of a plan to fund the construction of a tennis facility suitable for Pender High School matches at the proposed recreational park on a 60 acre tract offered by the Department of Corrections Pender facility. As you are well aware, the Pender High School tennis teams currently hold all matches at the home of opponents due to the lack of local facilities suitable for home events. Pender County, in association with the Town of Burgaw, has submitted a joint application for grant funds through the Parks and Recreation Trust Fund (PARTF) to develop the park, including the tennis facility, under the first phase. Phase I of the park development will include over \$320,000 in improvements of which, \$160,000 will be funded through city/county match. With an anticipated cost of \$80,000, construction of the four tennis courts would be funded 50% by the Town and 50% by the PARTF grant. Enclosed you will find a copy of a recent appraisal performed on the property which identifies per lot values estimated at \$10,000 which is 25% less than the amount to be funded for the construction of the tennis courts by the Town of Burgaw.

The recent organization of the Burgaw Parks and Recreation Committee has stimulated tremendous interest in improving recreation programs and facilities within the community. The approximately 1.5 acres of land owned by the Pender County Board of Education could be an asset to the Town for development of green space or other passive recreational development and would be part of our long range plan for community enhancement. Current zoning of the property prohibits many of the land uses the Board of Education could consider at the site making conveyance of the property to the Town of Burgaw an effective step in maintaining public benefit. Additionally, the site is located in close proximity to the Town's cemetery and wastewater treatment plant limiting its marketability.

Letter to Dr. Sosne
February 15, 1999
Page 2

It is our hope that this request would be considered favorably by you and the Pender County Board of Education as a measure of positive multi-governmental cooperation. Please let me know of any additional information you may need in reviewing this request.

Sincerely,
TOWN OF BURGAW



Andy Honeycutt
Town Manager

enclosures
AH

cc: Mayor John W. James, Jr.
Burgaw Board of Commissioners
Burgaw Parks and Recreation Committee
Mr. Paul Culver, Interim County Manager

FILED

01 MAY 16 AM 10:19

JOYCE M. SWICEGODD
REGISTER OF DEEDS
PENDER COUNTY, NC

BK 1708 PG 141

Wallace St Park
2-14-01

No N.C. Real Estate
Excise Tax Affixed

Excise Tax \$-0-

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 20____
by Yes

Mail after recording to Robert C. Kenan, Jr. MOORE & KENAN Attorneys at Law, Post Office Box 957, Burgaw, NC 28425

This instrument was prepared by Robert C. Kenan, Jr.

Brief Description for the index

Lots 2, 3 & 4, in Block 39 of the Town of
Burgaw

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made February 14, 2001, by and between

Rev. Hankins
Wallace St Park

GRANTOR

GRANTEE

County of Pender, a Political Subdivision of the
State of North Carolina

Town of Burgaw, a North Carolina Municipal
Corporation

Recorded and Verified
Joyce M. Swicegood
Register of Deeds
Pender County, NC

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Burgaw, Burgaw Township, PENDER County, North Carolina and more particularly described as follows:

Tract 1:

BEING all of Lots 2 and 3 in Block 39 of the Town of Burgaw, North Carolina, as surveyed by H.A. Colvin, Civil Engineer, May 14, 1878, and bounded as follows: Beginning at a point in the eastern line of Walker Street, lying one hundred twenty feet (120') southwardly along the eastern line of Walker Street from the intersection of the southern line of Wallace Street with the eastern line of Walker Street; running thence from the point of beginning, eastwardly and parallel to Wallace Street, one hundred eighty-one and one half feet (181 1/2') to a point; running thence southerly and parallel with Walker Street, one hundred twenty feet (120') to a point; running thence westwardly, and parallel with Wallace Street, one hundred eighty-one and one half feet (181 1/2') to a point in the eastern line of Walker Street; running thence in a northerly direction, with the eastern line of Walker Street, one hundred twenty feet (120') to the point of beginning.

Tract 2:

BEING all of Lot 4 in Block 39 of the Town of Burgaw, North Carolina, as surveyed by H.A. Colvin, Civil Engineer, May 14, 1878, and bounded as follows, viz: Beginning at the intersection of the southern line of Wallace Street with the eastern line of Walker Street; running thence with the southern line of Wallace Street, one hundred and eighty-one and one half feet (181 1/2') to a point; running thence southerly, and parallel with Walker Street, one hundred and twenty feet (120') to a point; running thence westerly, and parallel with Wallace Street, one hundred and eighty-one and one half feet (181 1/2') to a point; running thence northerly, and with the eastern line of Walker Street, one hundred and twenty feet (120') to the point of beginning, containing one half of an acre, more or less.

Excluding however, from Tracts 1 and 2, any portion of the property previously conveyed by the Grantor, if any.

The property hereinabove described was acquired by Grantor by instrument recorded in Book , Page .

A map showing the above described property is recorded in , .

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

COUNTY OF PENDER

(Corporate Name)
By: Dwight Strickland
Dwight Strickland, Chairman
Board of Commissioners

ATTEST: Andy Hedrick
Clerk to the Board of Commissioners
(Corporate Seal)

(SEAL)

(SEAL)

NORTH CAROLINA, PENDER County.
I, the undersigned, a Notary Public
Andy Hedrick
that he/she is Clerk to the Pender County Board of Commissioners, a political subdivision of the State of North Carolina, and that by the authority duly given and as the act of the governmental body Pender County Board of Commissioners sealed with its corporate seal and attested by as its Clerk.

OFFICIAL SEAL
ROBERT C. KENAN,
NOTARY PUBLIC
PENDER COUNTY, NC
Robert C. Kenan
Deputy

Witness my hand and official stamp or seal, this 2/14/2001.
My commission expires: 6/18/2003
Robert C. Kenan Notary Public

The foregoing Certificate(s) of Robert C. Kenan
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By Joyce M. Swifgood REGISTER OF DEEDS FOR Pender COUNTY
Angela P. Ball Deputy/~~Assistant~~ Register of Deeds.

NOTE: THIS FORM CONTAINS REVISIONS WHICH ARE DIFFERENT FROM THE PROVISIONS OF THE OFFICIAL FORM PROMULGATED BY THE NORTH CAROLINA BAR ASSOCIATION AND SHOULD BE CAREFULLY REVIEWED PRIOR TO EXECUTION.

COPY

Excise Tax 3-0-

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 20____
by _____

Mail after recording to Robert C. Kenan, Jr. MOORE & KENAN Attorneys at Law, Post Office Box 957, Burgaw, NC 28425

This instrument was prepared by Robert C. Kenan, Jr.

Brief Description for the index

Lots 2, 3 & 4, in Block 39 of the Town of Burgaw

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made February 14, 2001, by and between

Wallace St Paul

GRANTOR

GRANTEE

County of Pender, a Political Subdivision of the State of North Carolina

Town of Burgaw, a North Carolina Municipal Corporation

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

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SKETCH OF SURVEY
FOR

THE TOWN OF BURGAU

BURGAU TOWNSHIP · PENDER COUNTY
NORTH CAROLINA

JANUARY 2001 — SCALE: 1" = 60'

THOMPSON SURVEYING CO., P.A.
111 E. FREMONT STREET
BURGAU, N.C. 28425
910-259-2954



SURVEY REF:

DEED B. "G", P. 219

AND

DEED B. 262, P. 490

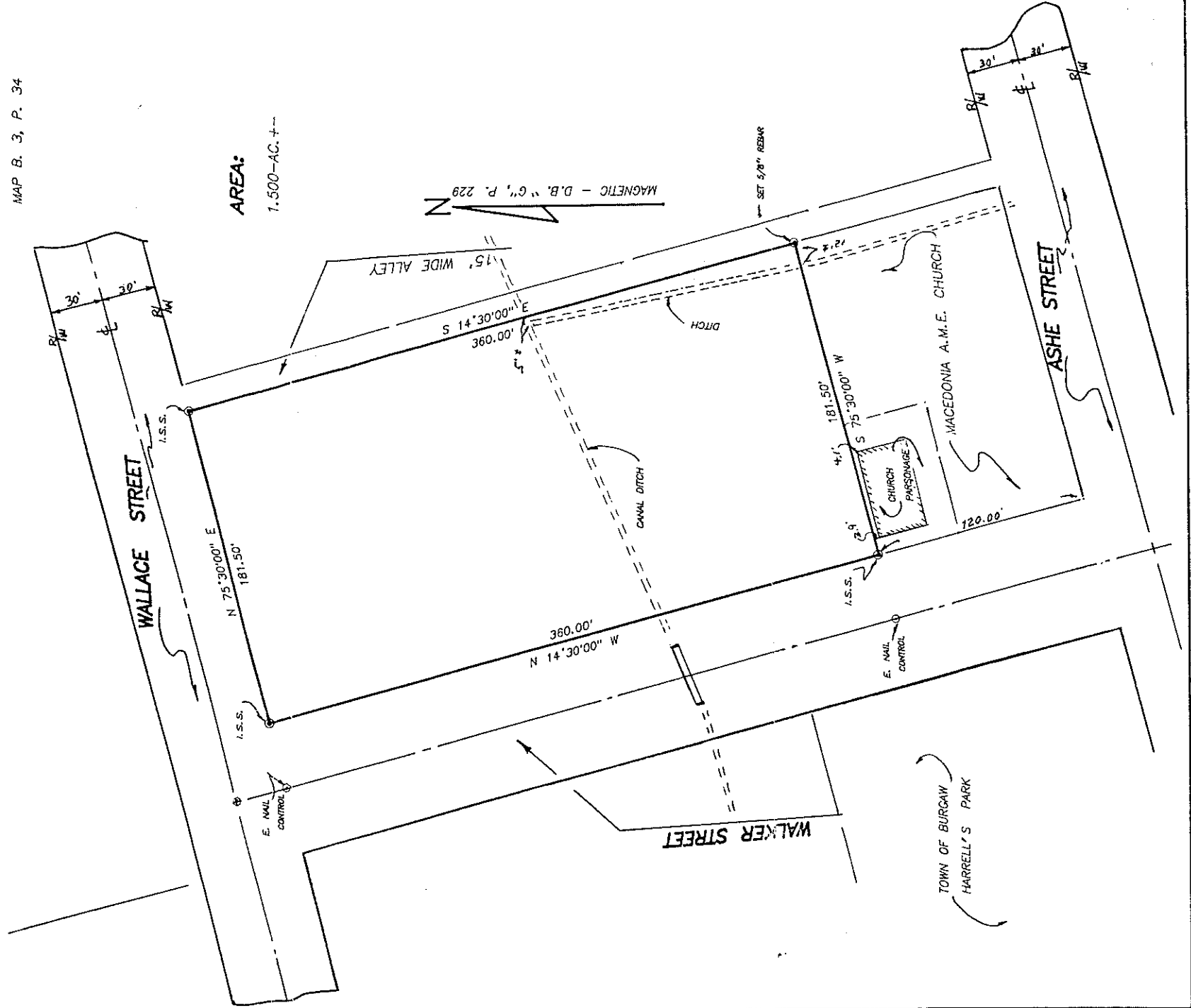
THE ABOVE BEING

LOTS 1, 2 AND 3

MAP B. 3, P. 34

AREA:

1,500-AC. +-



the condition (elevated controls, flood proofing, telemetry, generated power). If the Board chooses support acceptance, staff will work with Pender County to establish a recommendation for improvements, which comply with DOC guidelines.

Mr. Honeycutt stated that he understands that the Board directs staff to proceed with providing detailed information on the lift station's condition, recommendations for improvement through the \$25,000 grant for flood proofing and any cost analysis for maintenance and where the town's liability lies.

Upon discussion, Commissioner Brown made a motion that staff proceeds to secure information to determine the feasibility of accepting the lift station; seconded by Commissioner Wells and carried by unanimous vote.

Pender County Water System Connection

Mr. Honeycutt stated that a mutually beneficial interconnection of the Rocky Point water system and the Burgaw water system has been previously discussed. Staff is seeking the Board's opinion on the establishment of a system interconnection and, upon favorable support, a directive on any standards to be placed in the interlocal agreement to control the connection.

The County has proceeded through the town jurisdiction with the water line and has provided a valve and a stub-out for future connection.

Andy Hedrick advised that he researched other counties that have interconnections with their municipalities and has not found one that has entered into an agreement but is worked out between their Public Works Directors. If this water were metered, it would cost \$10,000 plus to do this. He questioned whether this would be used often enough to go to this expense.

Doug Riseden advised he would like to see the water metered from the beginning.

Upon further discussion, the consensus of the Board was to get an engineering recommendation before making a decision.

Conveyance of Wallace Street Property to Town of Burgaw

Mr. Honeycutt stated that the Town at their January meeting has advised him that the Pender County Board of Commissioners will make the Wallace Street property available for acceptance. It is the recommendation of the Town Attorney to immediately have the property surveyed to verify lot line locations. This will prove very valuable as the Parks and Recreation Committee works with the Public Works Department to make improvements to the property. There will be no restrictions as to the use of the property.

This is to be placed on the February agenda for acceptance.

Highway 53 Water Main Construction

Mr. Honeycutt stated that Pender County has requested fast tracking of the Water Main installation to I-40 to assist in the needs of the residence in that area that has failing water wells. A bid provided by Pipeline Utilities shows a cost of \$65,000 to run this line from the Stag Park Road to I-40. His response was that it was the consensus of the Board that because of mid-year budgetary constraints and other factors, that unless financial participation was agreed to by the County that this may be a difficult project to proceed with. A letter was sent to Martin Beach asking Pender County to contribute \$30,000 toward the project and their response was to decline also because of their budget restraints.

The consensus of the Board was to hold off on this project until such time the grant funds are released.

Skip Green- \$3 Million Clean Water Bond Grant Update

Mr. Green stated that the Town is in receipt of a letter stating we were awarded the \$3 Million Grant. The State in reviewing the Plans and Specs are projecting that between April and May they will be able to issue a permit on the construction of the project. Within the next month the State will sell another round of



Acceptance of Wallace Street Property from Pender County

Mr. Ulrich submitted a map of property located at the corner of Wallace and Walker Streets recorded in Deed Book "G", Page 219 and Deed Book 262, Page 490 that Pender County is conveying to the Town of Burgaw to be used as a recreation site. The property has frontage of 181.50' on Wallace Street and 360' on Walker Street. The Board of Commissioners will be required to accept this property.

Commissioner Brown made a motion to accept the property; seconded by Commissioner Sparkman and carried by unanimous vote.

Request for "Children at Play" Sign at corner of 400 Block of South McRae Street

A request has been received by Sylvia Bellamy-Simpson to place a "Children at Play" sign on the 400 Block of South McRae Street.

Upon discussion, Commissioner Wells made a motion to approve this request; second by Commissioner Brown and carried by unanimous vote.

Request by Linda Brown to Install Grease Trap in Public Alley

Mr. Ulrich advised that a grease trap is needed to accommodate a proposed takeout restaurant in Mrs. Brown's building on Fremont Street. Mrs. Brown is requesting permission to install the grease trap in the adjoining alleyway. It would seem a questionable precedent to permit what is essentially a private facility in the public right-of-way.

Linda Brown met with the Board and stated that she had preferred using a blue-box that is placed under the sink and has to be cleaned out according to town regulations, but was told this would not be suitable. She would have no further option except to put in a grease trap and this cannot be done unless the town allows her to build it in the alleyway.

Mr. Riseden stated that blue-boxes are generally thirty-five gallons and have to be cleaned out weekly. He prefers that they do not use this method because they do not work effectively. Grease traps are inspected monthly and required to be cleaned out monthly.

Commissioner Harrell stated that he did not feel it is a good policy to put in a grease trap for a private enterprise.

Upon discussion, Commissioner Sparkman made a motion to approve placement of a grease trap in the alleyway between Rochelle Furniture Company and Mrs. Brown's building; seconded by Commissioner Rooks. Motion carried with Commissioner Harrell voting no.

Parking Problem in the 100 Block of North Dickerson Street

Chief Briley met with the Board and stated that the Board of Commissioners passed an Ordinance 92-14 on July 7, 1992, to prohibit parking on the west side of Dickerson Street between Wilmington and Bridgers Streets. In researching this ordinance it was found that it was adopted but never signed and placed in the ordinance book.

Recently, he received complaints that several residents are parking across the sidewalk in front of their houses and this is causing a problem for pedestrians using this sidewalk. He asked the Board to advise if they want this block to remain "no parking" or to reconsider and allow parking in this block.

Upon discussion, Commissioner Rooks made a motion that Ordinance 92-14 be rescinded; seconded by Commissioner Wells and carried by unanimous vote.

Consideration to adopt a Shared Leave Policy

Chief Briley met with the Board to ask that they consider adoption of a shared leave policy. Jason Crist, a town police officer may need a large amount of leave due to a health problem and currently he only has sixteen days of vacation and sick leave combined. Several town employees have agreed to give him leave from their accrued time, but before this can be done, the Board of Commissioners must adopt a policy.

Board of Commissioners – Regular Meeting
October 9, 2001

5. The donating employee may not reduce his/her sick leave account balance below 80 hours.
6. A request to transfer sick leave hours should be submitted in writing to the Human Resources Director, signed and dated by the donating employee, approved by the Department Supervisor and the Town Manager.
7. Establishment of a leave "bank" for use by unnamed employees is expressly prohibited. Leave must be donated on a one-to-one personal basis.
8. An employee may not directly or indirectly intimidate, threaten, coerce or attempt to intimidate, threaten or coerce, any employee for the purpose of interfering with any right which such employee may have with respect to donating, receiving or using annual leave under this program. Such action by an employee shall be grounds for disciplinary action up to and including dismissal on the basis of personal conduct. Individual leave records are confidential and only individual employees may reveal their donation or receipt of leave. The employee donating leave may not receive remuneration for the leave donated.

ADOPTED THIS 9th DAY OF OCTOBER, 2001.
Attest: Ethel L. Wells, Town Clerk

John W. James, Jr., Mayor

Resolution 2001-42 Naming Wallace Street Park for Reverend Rayford Hankins

Bob Murphrey submitted this resolution for adoption by the Board. This is a recommendation of the Burgaw Parks and Recreation Commission.

Commissioner Harrell made a motion to adopt Resolution 2001-42; second by Commissioner Walker and carried by unanimous vote.

**RESOLUTION 2001-42
NAMING THE WALLACE STREET PARK FOR REVEREND RAYFORD HANKINS**

WHEREAS; Reverend Rayford Hankins contributed significantly to the quality of life of the community; and

WHEREAS; The Town of Burgaw Parks and Recreation Committee has recommended that the new Town Park at Wallace Street be named in honor of the contributions made by Reverend Hankins; and

WHEREAS; The Board of Commissioners wishes to so honor Reverend Hankins by doing so;

THEREFORE BE IT RESOLVED; that the Burgaw Board of Commissioners hereby names the new park at Wallace Street for Reverend Rayford Hankins.

ADOPTED THIS 9th DAY OF OCTOBER, 2001
Attest: Ethel L. Wells, Town Clerk

John W. James, Jr., Mayor

Resolution 2001-43 Adopting Downtown Design Guidelines

Bob Murphrey submitted Resolution 2001-43. This would require design guidelines as a requirement for the Downtown Façade Grant Program and encourages their application for all appropriate downtown projects in the B-1 Zoning District. This has been recommended by the Burgaw Planning Board and the Downtown Burgaw Association.

Steve Candler showed slides illustrating the design requirements. Several comments were offered from the audience.

Commissioner Harrell made a motion to adopt Resolution 2001-43 along with the Downtown Association comments; second by Commissioner Sparkman and carried by unanimous vote.

**RESOLUTION 2001-43
ADOPTING DOWNTOWN DESIGN GUIDELINES FOR THE FAÇADE GRANT PROGRAM**

Annual Board Retreat

January 19, 2002

The Department purchased 500' feet of new sewer jetter hose. This hose is used to clean the sewer collection system. Our cleaning program is very proactive and we make every effort to insure that we clean our entire system at least one time each year and continuously clean those lines that considered problems for the Town. The state now mandates that at least 10% of the Town's lines be cleaned annually.

We also did a considerable amount of work to our outfall lines, those lines that travel through the woods, clearing the areas and making them accessible to vehicle and equipment as mandated by NCDENR.

STREETS:

The Streets Department has been busy with the constant upkeep of our roadways and the cutting of the grass along the roadsides. We have paved four different roadways that were in real need of repair. We constantly patch our smaller sections of damaged roadways. All of this paving/patching is expensive.

The Department is also responsible for upkeep along our roadways. The program is very aggressive and keeps our tractor and the operator busy forty hours each week during the cutting season, which runs from March to late November. However, it all seems to worth the effort, as we receive compliments from many people about the cleanliness and beauty of our Town.

The Town will face larger paving maintenance projects in the coming years, as we look to repaving the Wright Street areas of Downtown, as well as South Wright Street towards the Middle School. These are wide streets and may require some milling work prior to paving. There will also be the need to pave other streets throughout the community during this same time period. We have not purchased the backfill tamp that has been budgeted. We will need that extra money towards the repair and maintenance to equipment and vehicles.

PARKS:

The Department was asked to construct a new park off of Wallace & Walker Streets. This park was to be an open spaced area for people to enjoy. The Department while not being in the park building business, responded and built a wonderful area lined with picnic tables. The area also includes a parking area and allows for easy access from one park (Harrells) to the new park (Hankins). The Town has used the services of the Pender Correctional Center to build and provide picnic tables, bicycle racks, and trash receptacles at these parks. This is an area that all citizens can be proud of.

DOWNTOWN:

The Department has continued to make the Downtown and Depot areas a priority. We strive to keep the areas clean, and maintained with cutting, the planting of flowers and the installation of new park benches. These benches were built by the inmates of the Pender Correctional Center, the Town provides the materials only. We have had three (3) built and installed along Wright Street and at the Depot. They look wonderful and help make the downtown area a nice place to visit. We hope to have another six benches made next year. The cost of the benches is \$138.00 each.

GOALS:

We have many goals for this coming year as I have outlined above, but our main goal is to provide the Town with the best possible service. There will come a time if there are serious budget cuts that services will suffer. The Town's citizens will certainly not like that and neither will I. We have both the need and the desire to be proactive and move forward in many different directions. We can not do that with the budget cuts that are being proposed.

We would like to see the lighting of the two remaining Town signs, 117 North and 53 West. Additionally the signs have been in need of repainting and failure to do so will result in damage to the signs and increased repair costs.

We would like to decorate the signs during the Christmas season with garland and lights.

We would like to see the budget for Christmas lighting (6900-9900) increased. It was only recently learned that the actual electric charges for the lighting come from this budget line. I believed that this line covered the costs of lights, lifts for putting up and taking down the lights and repairs.

The Town has put off the purchase of portable auxiliary generators for several years. We currently have NO generators to provide for water production and sewer collection. We have dodged several bullets without the equipment, however it is time that we consider the purchase of at least one unit in this budget year.

I would recommend to the Town that we consider the planning of drilling a new well and perhaps the construction of a new elevated storage tank over the next five years. Information shows that our need for potable water will increase by 13% over the next eight (8) years. We need to make plans for these coming needs.

ORDINANCE 2024-12

A REQUESTED AMENDMENT TO THE TOWN OF BURGAW CODE OF ORDINANCES TO AMEND CHAPTER 2 ARTICLE II ADMINISTRATION

WHEREAS, the Town of Burgaw Staff has requested an amendment to the Town of Burgaw Code of Ordinances to Amend Chapter 2 Article II Administration

WHEREAS, the Town of Burgaw Board of Commissioners reviewed the request, and found the proposed amendment reasonable and in the public interest; and

NOW THEREFORE BE IT ORDAINED BY THE TOWN OF BURGAW BOARD OF COMMISSIONERS THAT:

SECTION 1-9. The Town of Burgaw Code of Ordinances is amended as follows:

Chapter 2 - ADMINISTRATION

ARTICLE I. - IN GENERAL

Division 5. – Planning Board

Sec. 2-226. - Establishment.

There is hereby created and established the Town of Burgaw Planning Board, hereinafter referred to as the Board. The Board shall be comprised of seven members, one of which must reside within the extraterritorial jurisdiction of the Town of Burgaw.

The Board shall be governed by the applicable terms of Chapter 160D of the General Statutes of North Carolina, by the terms of the Ordinance adopted on July 30, 1973, by the Town of Burgaw Board of Commissioners establishing said Board, and by these rules. Board members shall thoroughly familiarize themselves with these Rules of Procedure.

All meetings of the Board are subject to the N.C. Open Meetings Law.

In cases where the powers of the Board are not clearly defined, the Town Attorney shall be consulted for an interpretation.

The Town Attorney is the legal advisor to the Board.

Any applicant may appear for himself/herself in a proceeding before the Board or may appoint an agent in writing.

All hearings before the Board shall follow the specific rules herein, and if a matter is not addressed, shall follow the provisions of Robert's Rules of Order.

These Rules shall apply to all hearings of the Board.

Sec. 2-227 - Purpose.

The Board is responsible for the following:

- A. To prepare, review, maintain, monitor, and periodically update and recommend to the governing board a comprehensive plan, and such other plans as deemed appropriate, and conduct ongoing related research, data collection, mapping, and analysis.
- B. To facilitate and coordinate citizen engagement and participation in the planning process.
- C. To develop and recommend policies, ordinances, development regulations, administrative procedures, and other means for carrying out plans in a coordinated and efficient manner.
- D. To advise the governing board concerning the implementation of plans, including, but not limited to, review and comment on all zoning text and map amendments.
- E. To perform any other related duties that the governing board may direct.

Sec. 2-228 – Membership.

Board members shall be appointed by the Town of Burgaw Board of Commissioners for three-year terms. Subsequent appointments are permitted given adequate notice is provided for potential applicants for an open seat. All subsequent appointments, except to fill a vacancy, shall be for three-year terms. Appointments to fill a vacancy will complete the remainder of the time of the previous member. A vacancy is created upon the death of a member or resignation in writing to the Board Chair.

Sec. 2-229 - Organization.

In accordance with the Ordinance creating the Burgaw Planning Board adopted on July 30, 1973, designating the Board as a planning agency, the Board shall discharge the duties set forth in said ordinance.

All Board members are subject to Town policy regarding boards and commissions then in effect.

The Board members shall thoroughly familiarize themselves with these Rules of Procedure.

All Board members shall take an oath of office before beginning their duties.

No Board member shall vote at a hearing unless he/she has attended the hearing on that matter.

Members of the Board will not express individual opinions on the proper outcome of any hearing prior to the Board's determination of that matter. All parties shall have the right to an unbiased and nonpartisan panel. Board members shall not participate in or vote on any matter in which they have an impermissible conflict. Board members shall not vote on any advisory or legislative decision regarding a development regulation where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. A board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship.

- A. **CHAIR.** A Chair shall be elected by a majority of the Board members present. The term shall be for one year, and the Chair shall be eligible for re-election. The Chair shall call the meeting to order,

announce the business before the Commission in the order in which it is to be acted upon, state and put to vote all questions which are regularly moved or necessarily arise during the meeting, and announce the result of the vote.

The Chair shall decide upon all points of order and procedure, subject to these rules, and can limit repetitive comments.

The Chair's signature authenticates the acts, orders, and procedures of the Board in its entirety when such signature is required.

The Chair shall vote on all matters before the Board and shall have no extraordinary voting powers in the case of a tie vote.

- B. **VICE-CHAIR.** A Vice-Chair shall be elected by the Board from among its members in the same manner for the same term as the Chair. The Vice-Chair shall serve as acting Chair in the absence of the Chair and, at such time, shall have the same powers and duties as the Chair.
- C. **BOARD MEMBERS.** Members shall serve for three-year periods.
- D. **SECRETARY.** The Planning Department Director or his/her designee shall serve as Secretary of the Board. The Secretary, subject to the direction of the Chair and the Board, shall be responsible for keeping all records, shall be responsible for the conduct of all correspondence of the Board, shall be responsible for the professional planning work of the Board, and shall generally supervise the clerical work of the Board. The Secretary shall be responsible for keeping, in a permanent volume, the minutes of every meeting of the Board. These minutes shall show the record of all important facts pertaining to each meeting, every resolution acted upon by the Board and the votes of members of the Board upon any resolution or upon the final determination of any question, indicating the names of the members absent or failing to vote. The Secretary shall not be eligible to vote upon any matter.
- E. **ATTENDANCE.** Should a member fail to attend three consecutive regular meetings of the Board, and should there be no adequate excuse for such absences, the Chair, with the concurrence of a majority of the entire Board, shall recommend to the Town Clerk that a vacancy be declared and that the vacant position be filled.

Sec. 2-230 – Meetings.

- A. **REGULAR MEETINGS.** Regular meetings of the Board shall be held at 5:30 PM on the third Thursday of each month.
- B. **SPECIAL MEETINGS.** Special meetings of the Board may be called at any time by the CHAIR on their own motion, or upon written or oral request from at least three members of the Board; provided notice is given in accordance with N.C.G.S Chapter 143, Article 33C.
- C. **CANCELLATION OF MEETINGS.** Whenever there is no pending business before the Board, or whenever the Chair is notified by the Secretary that a quorum will not be present, the Secretary may dispense with a regular meeting by giving written or oral notice to all members not less than 24

hours prior to the time set for the meeting and having a notice of cancellation posted at the meeting place declaring such.

- D. QUORUM. A quorum shall consist of four members. Once a quorum has been established for a meeting, it shall not be lost if a member cannot consider an item due to a conflict of interest, provided the member remains present at the meeting. An applicant may request a continuance to the next regular meeting should the voting members be three or less, and the Board shall grant the continuance. No action shall be taken by the Board without a quorum present.
- E. CONDUCT OF MEETINGS. All meetings shall be open to the public and no executive or secret sessions shall be permitted at any time. The order of business at regular meetings shall be as follows:
 - a. Call to order.
 - b. Invocation.
 - c. Approval of agenda.
 - d. Approval of minutes of previous meeting.
 - e. Unfinished business.
 - f. New Business.
 - g. Items brought by the Chairman.
 - h. Items brought by the Secretary.
 - i. Adjournment.

Every person attending and appearing before the Planning Board shall abide by the order and direction of the Chair. Discourteous, disorderly, or contemptuous conduct by a party may be cause for the immediate continuance of the matter at hand until the next regular meeting of the Board.

All matters requiring Board action shall be presented to the Board by the planning staff and the person(s) seeking such action and/or his/her agent or representative (hereinafter referred to as the "applicant").

The applicant shall be heard following the presentation of staff. For matters requiring public hearing, the Chair shall open the legislative hearing and then those in favor of the action shall be heard first, followed by those in opposition. To maintain an orderly meeting, all presentations shall proceed without interruption, unless the Board desires to intervene with questions or comments.

All groups, organizations, neighborhoods, or similar associations shall appoint one spokesperson to present their concerns or points of view to the Board on each agenda item.

For matters requiring a public hearing, once all individuals both for and against the action have been heard, the Chair will close the hearing and the Board will discuss the action, including any questions by Board members for staff or the applicant, and then the Board will take action on the matter.

- F. BOARD ACTION. The Board shall take one of the following actions on all agenda items except those informational items presented by the Chair and/or Secretary:

Approval – A favorable recommendation rendered by the Board to a request. The petitioner will be informed of the date the Board of Commissioners will address the request, and the Board shall forward its favorable recommendation to the Board of Commissioners on or before the date of the applicable meeting.

Conditional District Map Amendment – the Board may recommend conditional approval, meaning the Board favors the request subject to specified conditions attached to the request, subject to approval by the property owner.

Denial – An unfavorable recommendation rendered by the Board to a request. The Board must state the reason(s) for said denial. For zoning map amendments and land development code amendments where an unfavorable recommendation was also given by the planning department, an appeal to the Board of Commissioners must be made to be heard by the governing body.

Continuance – A specified period for delay of action on a request adopted by the Board. The Board must state the reason(s) for said continuance and by its action charge the Planning Staff with placing the request on the agenda for the specified meeting. The Board will only hear a motion for continuance if the applicant is present or if a request through the email address provided in the application is made and may only grant a continuance upon a showing of good cause. An email request must be sent to the Board Secretary prior to the meeting date.

Withdrawal – Acceptance of the petitioner’s request to withdraw consideration of a request prior to Board review. The applicant must be present or must make the request through the email address provided in the application. An email request must be sent to the Board Secretary prior to the meeting date.

Appeals - Unfavorable recommendations by the Planning Board on zoning map amendments and land development code amendments may be appealed by the applicant to the Board of Commissioners by filing a written notice of appeal with the Town Clerk within 10 days after the rendering of the final recommendation by the Planning Board. Upon filing of a written notice of appeal, the matter shall be placed on the agenda of the next regularly scheduled meeting of the Board of Commissioners, no later than 30 days after the notice of appeal has been filed. The Board of Commissioners, at its discretion, may hear the appeal at its regular meeting or set a special hearing date.

A simple majority vote of those members present shall be sufficient to decide matters before the Board. A tie vote of those members present shall cause the motion in question to fail.

Approved on this, the 14th day of May 2024.

Attest: _____
Kristin J. Wells, Town Clerk

Signed: _____
G. Olivia Dawson, Mayor



NORTH CAROLINA RESILIENT COASTAL COMMUNITIES PROGRAM

TOWN OF BURGAW PLANNING DEPARTMENT

Staff Contact: Jessica Gray, jgray@burgawnc.gov, 910.663.3452

PROGRAM OVERVIEW

The Resilient Coastal Communities Program (RCCP) is a component of the North Carolina Resilient Communities Program, called for in the 2020 North Carolina Climate Risk Assessment and Resilience Plan. The North Carolina Division of Coastal Management (DCM) has received funding from the NC State Legislature and the National Fish and Wildlife Foundation (NFWF) to implement the RCCP in coordination with the NC Office of Recovery and Resiliency (NCORR), The Nature Conservancy (TNC), and NC Sea Grant (NCSG).

The RCCP is a four-phase program that seeks to:

1. Address barriers to coastal resilience in North Carolina at the local level, such as limited capacity, economic constraints, and social inequities;
2. Assist communities with risk and vulnerability assessments and developing a portfolio of planned and prioritized projects;
3. Advance coastal resilience projects to “shovel-ready” status; and
4. Link communities to funding streams for project implementation.

The four phases are:

- Phase 1: Community Engagement and Risk Vulnerability Assessment
- Phase 2: Planning, Project Identification, and Prioritization
- *Phase 3: Engineering and Design
- *Phase 4: Project Implementation

*To be eligible for Phase 3 funding a community must complete Phases 1 and 2 or an equivalent level of planning and community engagement.

NOTICE OF AVAILABLE FUNDS AND REQUIREMENTS (2024-2025)

Phase Objective: The primary objective of Phase 3 of the RCCP is to provide funding to assist coastal communities in the engineering, design, and permitting of a prioritized project identified through Phases 1 and 2 of the RCCP and outlined in their Resilience

Strategy or an alternative plan that meets the criteria and deliverables outlined in Phases 1 and 2 of the RCCP Planning Handbook.

Funds Available: DCM estimates that a total of approximately \$2 million will be available for Phase 3 projects in FY 2024-2025.

Eligible Applicants: All county and municipal governments within the 20 coastal counties (i.e., counties that fall under the Coastal Area Management Act (CAMA)) and any federal and state recognized tribes may apply. NOTE: All eligible applicants must have completed Phases 1 and 2 of the RCCP (or an equivalent scope of work) to apply for Phase 3.

Anticipated Project Period: July 2024 – July 2025 (12-months)

Maximum Request: There is no limit on maximum request. However, due to the limited funds available, larger requests may be difficult to accommodate. DCM anticipates the award amounts for Phase 3 will range from \$25,000 to \$500,000.

Match Requirements: There is no cash or in-kind match requirement for applicants. The presence of a match will not impact the scoring of your application. However, if additional funds are necessary to complete the project, the source and availability of those funds must be identified.

Eligible Projects: Projects include requests for the engineering, design, and permitting of a priority resilience project identified by the applicant. Proposals can include preliminary design, site assessment, and baseline monitoring provided that the project can result in a 90-100% design for the project.

Program Criteria and Prioritization: DCM will review applications and select projects based on available funding and alignment with program goals and objectives. In addition to evaluating applications in accordance with the above eligibility requirements, DCM will consider the following factors:

Phase 3 Criteria

- The applicant has previously participated in and completed Phases 1 and 2 of the RCCP or an equivalent scope of work.
- The project's contribution towards the objectives of the RCCP.
- The project's alignment with the community's Resilience Strategy developed in Phases 1 and 2.
- The project produces engineering and design plans for a shovel-ready project or a final draft of the developed ordinance or policy.
- The project incorporates nature-based components.
- The project ensures equitable consideration of socially vulnerable, historically disadvantaged, and underserved populations (e.g., low-income and minority)
- The potential transferability of the project to other coastal area municipalities and counties.
- The availability of additional funds required to complete the project, if necessary.

- Size and scope of expected benefits.
- The project's cost-effectiveness.

Project-Specific Guidelines for Natural and Nature-Based Strategies:

1. Shoreline stabilization proposals should document erosion trends and threatened infrastructure or habitats. "Living shorelines" using biodegradable, natural, and inert materials and vegetation should be prioritized over gray (hard) approaches (bulkheads, revetments, breakwaters) where they can be successfully used given site conditions.
2. Where practical, flood control projects should prioritize nature-based strategies that protect, restore, or replicate the natural capacity of the landscape to store and treat flood waters.
3. Stormwater control projects should focus on reducing the volume and rate of runoff caused by land use by providing for natural infiltration and other best management practices that restore, enhance, or replicate natural hydrology. Projects may include strategic land or easement acquisition to provide space for wetland restoration or creation, riparian buffer protection or restoration, and redirection of runoff to green space or natural infiltration areas; as well as the use of stormwater management measures outlined in the DEQ Stormwater Manual, such as disconnecting impervious surfaces, rain gardens, bioswales; vegetation, stormwater wetlands, and permeable pavement.
4. Priority should be given to proposals that provide tangible long-term resilience benefits; for example, those that allow for upland migration of coastal wetlands over time, provide infiltration areas for stormwater or floodwaters, or provide natural protection of public or private infrastructure.
5. All projects proposed on (or impacting) federal, state, local, or private lands should include participation or written support of the relevant management or ownership entity.

Contracting: DCM will be contracting directly with selected applicants. Selected applicants will be responsible for conducting their own procurement process.

RESOLUTION 2024-14

RESOLUTION AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS TO APPLY FOR AND ACCEPT, IF AWARDED, GRANT FUNDING FOR PHASE 3 OF THE RESILIENT COASTAL COMMUNITIES PROGRAM THROUGH THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

WHEREAS, THE North Carolina Department of Environmental Quality, Division of Coastal Management released a request for application for grant funding for Phase 3 of the Resilient Coastal Communities Program;

WHEREAS, the request for applications allows municipal governments within the 20 coastal counties that have completed Phase 1 and 2 of the Resilient Coastal Communities Program to seek an award ranging from \$25,000 to \$500,000 for a 12-month project period;

WHEREAS, the Town of Burgaw wishes to continue the Resilient Coastal Communities Program and apply for and accept grant funding, if awarded, for the engineering, design, and permitting of an identified priority resilience project;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Burgaw Board of Commissioners hereby authorizes the Planning Department to apply for grant funding for Phase 3 of the Resilient Coastal Communities Program through the North Carolina Department of Environmental Quality, Division of Coastal Management.

Adopted this 14th day of May 2024.

Attest: _____
Kristin J. Wells, Town Clerk

Signed: _____
G. Olivia Dawson, Mayor



**Town of Burgaw
ITEM REPORT**

Item: 7EIII

DATE OF MEETING: May 14, 2024 DEPARTMENT OF ORIGIN: Planning	DATE SUBMITTED: 05/10/2024 SUBMITTED BY: Kristin Wells, Town Clerk
AGENDA ITEM DESCRIPTION: Pender County Comprehensive Transportation Plan status report	
SUMMARY STATEMENT: An update will be provided during the meeting by Jessica Gray.	
STAFF RECOMMENDATION AND REQUESTED ACTION:	
FINANCIAL IMPACT INCLUDING FUNDING SOURCE:	
FINANCE DIRECTOR COMMENTS:	
ATTACHMENTS (IF ANY): None	

**NORTH CAROLINA
COUNTY OF PENDER**

CONTRACT FOR SOLID WASTE COLLECTION SERVICES

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICES (this “Agreement”) is made and entered into this the ____ day of May, 2024, by and between the Town of Burgaw, a North Carolina Municipal Corporation (the “Town”); and Wall Recycling, LLC, a North Carolina limited liability company with its principal office located at 5300 Hwy 421 North, Wilmington, NC 28409 (the “Contractor”) (collectively the “Parties”);

WITNESSETH:

THAT WHEREAS, the Town is desirous of achieving an efficient and economical system for collecting and disposing of solid waste as well as the collection of recyclable materials within the corporate limits of the Town of Burgaw; and

WHEREAS, the parties hereto wish to enter into this contract for services to be performed on and after July 1, 2024, until and including June 30, 2029.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the legal existence and sufficiency of which the parties admit, the Town and the Contractor agree as follows:

1. **SCOPE OF SERVICES:** The Contractor agrees to perform for the Town the services as described in the Statement of Work (the “Services”) attached hereto as Attachment A, which is hereby incorporated by reference into this Agreement. The Town agrees this Agreement is exclusive to Contractor for both residential and commercial services and agrees not to contract with any other waste disposal service providers during the term of this Agreement.

2. **COMPENSATION:** The consideration paid to the Contractor by the Town for the Services rendered in accordance with this Agreement is described in the Cost Breakdown attached hereto as Attachment B, which is hereby incorporated by referenced into this Agreement. The basis and method of payment by the Town, including any rate modifications, fees or increases or decreases in accounts, shall be as outlined in Attachments A and B.

3. **INSURANCE AND INDEMNITY:** Contractor at all times will indemnify, release, protect, defend and hold the Town of Burgaw, its elected officials, employees, agents, successors, and assigns, to the extent allowed by North Carolina law, harmless from and against any and all loss, liability, expenses (including expenses to bring suit), claims or demand arising from personal injury (including death at any time resulting therefore) or property damages to any person, including Contractor or Town occurring as a direct or indirect result of, on in any manner connected with the negligence, willful misconduct of breach of duty in the

performance of this Agreement whether such injury or damage shall be caused by the negligence of Contractor, Contractor's employees, Contractor's subcontractors, or employees of any of the Contractor's subcontractors hereunder and Contractor shall at its expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom. Indemnification of the Town by the Contractor does not constitute a waiver of the Town's governmental immunity in any respects under North Carolina law.

Town at all times will indemnify, release, protect, defend and hold the Contractor, its employees, agents, successors, and assigns, to the extent allowed by North Carolina law, harmless from and against any and all loss, liability, expenses (including expenses to bring suit), claims or demand arising from personal injury (including death at any time resulting therefore) or property damages to any person, including Contractor or Town occurring as a direct or indirect result of, on in any manner connected with the negligence, willful misconduct or breach of duty in the performance of this Agreement whether such injury or damage shall be caused by the negligence of Town, its elected officials, employees, and Town shall at its expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom.

The Contractor shall carry and keep current insurance coverage as follows:

<u>Coverage:</u>			<u>Minimum Limits:</u>
Workers' Compensation			Statutory Limits
Employers' Liability	Each Accident		\$1,000,000
	Disease-Policy Limit		\$1,000,000
	Disease-Each Employee		\$1,000,000
Commercial Liability	General	Each Occurrence	\$1,000,000
		Aggregate	\$2,000,000
Commercial Liability	Automobile	Each Occurrence	\$1,000,000
Umbrella Liability	Excess	Each Occurrence	\$5,000,000

The Contractor agrees to furnish proof of existence of said insurance policies to the Town prior to the effective date of this Agreement. The Town shall be named as an additional insured on the comprehensive general liability and the automobile liability policies and an original of the endorsement to effect the coverage must be attached to the certificate. If by blanket endorsement, the agent may so indicate in

the GL section of the certificate and provide a copy of the policy language for the blanket additional insured language in lieu of an original endorsement. The certificate shall include a clause obligating the insurer to give thirty (30) days' prior notice in the event of cancellation of, or major change in the insurance. All insurance coverage as described herein shall be underwritten by an insurance company authorized to do business in the State of North Carolina Department of Insurance, with an A.M. Best rating of A or better.

Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that the Town is named as an additional insured, shall constitute waiver of the town's governmental immunity in any respects under North Carolina law. When the Town is so named as an additional insured, the Town shall be covered only for occurrences or wrongful acts for which the defense of governmental immunity is clearly not applicable or for which, after the defense is asserted, a court of competent jurisdiction determines the defense of governmental immunity not be applicable.

4. **PERFORMANCE BOND:** A Performance Bond is required from the Contractor upon receiving the Contract award in the amount of one hundred percent (100 %) of the first year's estimated contract price and shall remain in effect for the duration of the Agreement to guarantee the faithful performance of the Agreement by Contractor. The bond will be required at the time of the Agreement signing (and not as a submittal with the proposal at the proposal opening). The surety on the bond shall be a duly authorized corporate Surety Company authorized to do business in the State of North Carolina. Bonds in the form provided in N.C.G.S 44A-33(a). Any other bond form must be approved in advance of Agreement signing by Town's legal counsel. Attorneys-in-fact who sign performance bonds must file with each bond a certified and effectively dated copy of their power of attorney.

A series of annual performance bonds will be acceptable as long as they are delivered to Town at least three weeks before the previous bond expires. Failure of the Contractor to keep an acceptable performance in effect at any time during the term of the contract is a material breach of the contract.

In its sole discretion, in lieu of a performance bond, the Town may accept an irrevocable letter of credit in the amount of one hundred percent (100%) of the first year's estimated contract price to remain in effect throughout the contract term. If the Contractor seeks an irrevocable letter of credit in lieu of a performance bond, the Contractor shall notify the Finance Officer of the Town as soon as practical, but not less than thirty (30) days after Contractor determines it will receive an irrevocable letter in lieu of a performance bond. The terms of the irrevocable letter shall be approved by the Town's Counsel within 30 days of receipt of the irrevocable letter.

1. **TERM:** The initial term of this Agreement (hereinafter referred to as the "Initial Term") shall be for a period of five (5) years for the following periods, unless otherwise terminated as provided herein:

Commercial Services shall begin on July 1, 2024, and shall terminate on June 30, 2029

Residential Services shall begin on July 1, 2024, and shall terminate on June 30, 2029

By mutual written agreement of the parties, the term of this agreement may be extended for two (2) additional two (2) year terms. The Contractor shall notify the Town in writing, 180 days prior to the termination of the Initial Term of their intent to renew this Agreement for an additional two (2) year term (herein referred to as the "First Extended Term"). The First Extended Term shall be for a period of two (2) years for the following periods:

Commercial Services shall begin on July 1, 2029, and shall terminate on June 30, 2031

Residential Services shall begin on July 1, 2029, and shall terminate on June 30, 2031

By mutual written agreement of the parties, the Contractor may renew this Agreement for a second two (2) year term (hereinafter referred to as the "Second Extended Term") within 180 days, in writing, of the First Extended Term expiring. The Second Extended Term shall be for a period of two (2) years for the following periods:

Commercial Services shall begin on July 1, 2031, and shall terminate on June 30, 2033

Residential Services shall begin on July 1, 2031, and shall terminate on June 30, 2033

Exercise of the parties' option to extend this Agreement for the First Extended Term and Second Extended Term, shall be delivered to the Town's Manager. Upon receipt of Contractor's intent to extend the Agreement, the Town's Manager and Contractor will execute any needed documents to ensure Contractor's option(s) has been exercised and noted in the Town's records.

If Contractor fails to exercise their right to renew this Agreement, or chooses not to renew this agreement, then this Agreement will terminate upon the expiration date of either the Initial Term, or the First Extended Term.

2. TERMINATION OF AGREEMENT FOR CAUSE: In the event of default or substantial failure by the Contractor to perform in accordance with this Agreement, the Town shall have the right to send written notice of such default or substantial failure and Contractor will have thirty (30) days within which to cure such default or substantial failure. If such default or substantial failure is not cured within such period, the Town may immediately terminate this Agreement, in whole or in part, in which event the Contractor shall have neither the obligation nor the right to perform further services under this Agreement.

3. TERMINATION OF AGREEMENT FOR NON-APPROPRIATION: Contractor acknowledges that the Town is a governmental entity, and the contract

validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the Town's obligations under this Agreement at any time during the term of this Agreement, then this Agreement shall automatically expire without penalty to the Town thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

4. NOTICE: Any formal notice, demand, or request required by or made in connection with this agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, or delivered to a nationally recognized overnight express service to the addresses specified below:

To Contractor: Wall Recycling, LLC
Attn.: Michael McKeithan, Division Manager
5300 Hwy 421 North
Wilmington, NC 28401

To Town: Town of Burgaw
Attn.: James Gannt, Town Manager
109 N. Walker Street
Burgaw, NC 28425

5. GOVERNING LAW: This Agreement shall be construed under the laws of the State of North Carolina, and any dispute that may later arise with respect to any term or provision of this Agreement shall be resolved in the General Court of Justice, Pender County, Superior Court Division, it being the clear intent of the parties hereto to consent to such jurisdiction and venue.

6. INDEPENDENT CONTRACTOR: Contractor is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. Contractor shall be wholly responsible for the methods, means and techniques of performance.

7. CONSTRUCTION: Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

8. NO REPRESENTATION: The parties hereby warrant that, except as set forth in this Agreement, no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations; that they have fully read

and understood this Agreement before signing their names; and that they act voluntarily and with full advice of counsel.

9. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

10. MODIFICATION: This Agreement, together with attachments hereto, constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the Services described herein. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

11. BINDING EFFECT: The terms of this Agreement shall be binding upon the parties' successors and assigns.

12. NONWAIVER FOR BREACH: No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

13. PRECEDENCE: In the event of any conflict or discrepancy between the terms of this Agreement and the Statement of Work attached hereto as Attachment A, then this Agreement shall control and shall be given precedence over the Statement of Work in resolving such conflicts or discrepancies.

14. SEVERABILITY: The invalidity, illegality, or un-enforceability of any portion or provision of this Agreement shall in no way affect the validity, legality and/or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal, or unenforceable. Provided, however, this section shall not prevent this entire Agreement from being void in the event any portion or provision of this Agreement which is of the essence of this Agreement shall be deemed void as provided by law or as determined by a court of competent jurisdiction.

15. ASSIGNMENT: Contractor shall not assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the Town, not to be unreasonably withheld. Nothing contained in this paragraph shall prevent Contractor from employing such independent sub-contractors and associates as it may deem appropriate to assist Contractor in the performance of services rendered.

16. COMPLIANCE WITH LAWS: Contractor agrees that in performing services pursuant to this Agreement to comply with all applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. Contractor shall be responsible for procuring all permits, certificates, and licenses necessary to allow Contractor to perform services under this Agreement.

8. DISPUTE RESOLUTION: Town and Contractor agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation, pursuant to The Mediated Settlement Conference Rules of the 6th Judicial District, Superior Court Division, Pender County. If such mediation is unsuccessful in resolving a dispute, then either party may seek to have the dispute resolved by a court of competent jurisdiction as set forth in Section 8 hereof.

17. E-VERIFY: Contractor hereby acknowledges that “E-Verify” is the federal program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Contractor hereby pledges, attests, and warrants through execution of this contract that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this contract.

9. IRAN DIVESTMENT ACT CERTIFICATION: N.C.G.S. §147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. §147-86.58. N.C.G.S. §147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Contractor hereby certifies that the Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

18. FORCE MAJEURE: Contractor shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods,

strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of Contractor.

IN TESTIMONY WHEREOF, the Town of Burgaw has caused this instrument to be executed by its Town Manager, attested by its Town Clerk and its Municipal Seal affixed hereto, all by authority of the Town Board of Commissioners duly give and granted; and Wall Recycling, LLC has caused this instrument to be executed in its corporate name by its duly authorized corporate officers, the day and year first above written.

DRAFT

TOWN OF BURGAW

BY: _____

ITS: _____

Attest:

Town Clerk

WALL RECYCLING, LLC

BY: _____

ITS: _____

Attest:

DRAFT

1. SERVICE REQUIREMENTS

Contractor shall provide the collection services (as determined by the Town) described below within the Service Area in accordance with this RFP and the final Contract. All residential services (household carts) shall be accomplished on the same service day.

1.1 *The Service Area*, defined by the Town's Municipal Boundaries;

1.2 *Collection Services:*

Contractor shall provide price information on the following services as designated by the Town:

Residential Municipal Solid Waste Household Trash Collections:

Weekly: Residential Municipal Solid Waste (MSW) Household Trash Collections

- Curbside Collection
- Contractor to purchase and distribute to all residence 1,103 new 95 Gallon Roll-Out Containers
- Occasional overage bagged next to or on top of the 95 Gallon Roll-Out Container to be collected.
- Backdoor Service Special Circumstances- (as identified and authorized by the Town) not to exceed 5% of total residential units

Residential Recycling Collection:

Weekly: Residential Municipal Solid Waste Recycling Collections

- Curbside Collection
- The town's recyclables are divided east and west, with one half serviced bi-weekly and the other half serviced on opposite weeks.
- Contractor to purchase and distribute 1,103 new 95 Gallon Roll-Out Containers
- Backdoor Service Special Circumstances - (as identified and authorized by the Town) not to exceed 5% of total residential units

Approved (by the Town) Small Commercial Businesses:

Weekly: Approved Small Commercial Business (MSW) Trash Collections

- Contractor to purchase and distribute all new 95 Gallon Roll-Out Containers
- Service Points: Backdoor, Alley, Corrals and Curbside Service- (as identified by the Town)

Weekly: Approved Small Commercial Business (MSW) Recycling Collections

- Contractor to purchase and distribute all new 95 Gallon Roll-Out Containers
- Service Points: Backdoor, Alley, Corrals and Curbside Service (as identified by the Town) Commercial Dumpster Service

Weekly: Approved Governments, Small Businesses, Commercial, Institutional, and Multi-Family Locations

- Containerized in Contractor Owned and Maintained Dumpsters
- New Dumpsters to be Deployed: 2, 4, 6, and 8 Cubic Yards

1.3 Residential Municipal Solid Waste (MSW) Collection-Weekly

Contractor shall provide weekly curbside collection service of MSW to Residential Units (containerized trash) 95-gallon capacity roll-out carts which may bear the name/logo of the current contractor with a neutral color container located within the Service Area. Contractor shall provide and utilize appropriate collection equipment to collect and deliver MSW to the designated landfill disposal facility. Any occasional contained overflow (bagged in plastic or equivalent and securely tied) placed on top or to the side of the container cart must be collected.

The MSW rollout cart, bags or trash containers must be placed curbside or no more than five (5) feet from the street or alley.

1.4 Residential Back/Side Door

Contractor shall provide Back/Side Door service for MSW for up to ten (10) Residential Units of the disabled as identified by the Town by approximately 95-gallon capacity roll-out carts. Contractor shall provide and utilize appropriate collection equipment to collect and deliver MSW to the designated landfill disposal facility. Any occasional contained overflow placed on top or to the side of the container cart must be collected. There are currently no Back Door Service Customers.

1.5 Non-Collection Municipal Solid Waste (MSW)

Contractor shall not be required to collect any liquid, hazardous, construction and demolition debris, or vegetative debris, or, during weekly collection, appliances, furniture, or bulky materials. In the event of non-collection, contractor shall affix to the MSW Rollout Cart, a Non-Collection Notice explaining why Collection was not made. Contractor shall maintain a record of the address of any Residential/Commercial Curbside Service Unit where materials were not collected, the date of non-collection, and the reason they were not collected, and such notice is to be provided to Town and a work order issued for resolution.

1.6 Dumpster Service for Municipal Solid Waste (MSW) at Governments, Small Businesses, Commercial, Institutional, and Multi-Family Locations

1.6.1 It will be the duty of the Contractor to manage the collection of commercial dumpsters being serviced for Governments, Small Businesses, Commercial, Institutional, and Multi-Family Locations.

1.6.2 Except for dumpsters owned by the producers, the Contractor will provide dumpsters to the Multi-Family Units, Commercial Business Units and Town at rates specified in the contract. The Contractor shall provide exact specifications, model or type, and manufacturer, of all dumpsters for the Town's approval. The Town's authorized representative shall have final approval of the color, markings, and decals on the dumpsters. Only dumpsters approved by the Town shall be used by the Contractor in providing collection services.

1.6.3 Contractor will empty dumpsters for trash and garbage serving Multi-Family Units, Commercial Business Units, and Town facilities on a frequency schedule agreed to by the Town.

1.7 Residential Recycling Collection- Every Other Week on Wednesday

Contractor shall provide bi-weekly curbside collection service of containerized Recyclables to Residential Units in 95-gallon roll-out carts, located within the Service Area. Contractor shall provide and utilize appropriate collection equipment to collect and deliver Recyclables to the designated recycling facility. The contractor shall collect loose cardboard that is placed adjacent to the containerized recyclables.

The recycling containers must be placed curbside or no more than five (5) feet from the street or alley.

1.8 Municipal Solid Waste Collection at Town Facilities

Contractor will empty 95-gallon roll-out carts and dumpsters from Town buildings on a weekly basis free of charge to the Town.

1.9 Minimize Contamination of Recyclables

Contractor also shall exert its best efforts to minimize contamination of recyclables by cooperating with the Town to educate and inform customers concerning acceptable recyclables; by exercising reasonable care to avoid collecting contaminated recyclables; and by properly notifying customers and the Town when contaminated recyclables are set out by a customer. The Town's authorized representative may from time to time amend the list of program recyclables.

1.10 Recycling Materials - Commodities

The Recyclables to be collected, if approved, at the residential units and as allowed by the local recycling vendor. As an example and subject to change.

- Aluminum Cans
- Steel tin Cans
- Glass Bottles and Jars
- #1 Plastic Bottles (PET)
- #2 Plastic Bottles (HOPE)
- Newspaper
- Magazines
- Catalogs
- Junk Mail
- Telephone Books
- Office Paper
- Corrugate Cardboard
- Gift Wrapping Paper

1.11 Non-Collection Recycling

Contractor shall not be required to collect any Recyclable Materials that are not placed in recycling containers. However, for purposes of this Section, old corrugated cardboard which has been broken down that is placed beside a recycling container, and newspapers that are contained in paper bags and placed beside the recycling container shall be considered as

properly placed for Collection. Contractor shall collect old corrugated cardboard and newspaper that have been properly set out and have become wet due to local weather conditions. In the event of non-collection, Contractor shall affix to the recycling container, a Non-Collection Notice explaining why Collection was not made. Contractor shall maintain a record of the address of any Residential/Business Curbside Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, and such notice is to be provided to Town and a work order issued for resolution.

1.12 Town Events & Festivals

As directed by the Town, the Contractor will provide, at no additional fee, collection service for up to ten (10) Community Events or Festivals per year, for materials set out during neighborhood and community cleanups. All Solid Waste and Recyclables collected during these events must be delivered to the Designated Facilities. The Town Events and Festivals will require up to forty (40) 95-Gallon Roll-Out Containers for Trash and twenty (20) 95-Gallon Roll-Out containers for Recycling; to be provided by the Contractor.

1.13 Service Modifications and Associated Charges/Fees

The Contractor shall not make any Service Modifications to any services within this Proposal. Any modifications to the 'Residential, Small Commercial Unit and Multi-Family Unit service levels which would be billable to the Town must have prior approval of the Town.

Residential, Small Commercial Units and Multi-Family Units may request additional services: additional rollout carts, change in dumpster size or frequency of service. The Units location is responsible for any charges as related to the additional services. The Contractor shall directly invoice the related charges to the Producer. The additional charges will be per the Contractor or Town agreed upon fees.

The Town shall not be invoiced for any additional services without prior written Town approval.

1.14 Routes and Schedules

Collection routes shall be established to ensure that Solid Waste and Recyclables, if applicable, shall be serviced on the same day. Collection routes shall be established to ensure that Solid Waste and Recyclables collected pursuant to the Contract are not comingled with any other jurisdictions.

Contractor shall provide the Town with schedules of collection routes in map, available and text formats (printed and electronic versions), with addresses and services provided, no later than one (1) month prior to the Contract Commencement Date.

Contractor shall inform the Town in writing at least sixty (60) days in advance of any proposed changes to routes or schedules during the term of the Contract.

In the event that changes in routes or schedules alter the day of pickup, the Contractor shall notify each customer affected by the change with a Town-approved printed announcement at least thirty (30) days prior to the effective date of the change and each week up to the day of

change (example to be used: door hangers).

1.15 Hours of Collection

Contractor shall provide all specified residential, multifamily collection, and commercial services between the hours of 7:00a.m. and 7:00 p.m., Monday through Friday. All routes shall be completed on the regular service day, unless the Contractor has notified the Town Manager that conditions, including weather, make collection at the scheduled time impossible and receives approval to extend the hours of collection. A route shall be deemed incomplete if two percent (2%) or more of the customers on the route did not receive regularly scheduled collection services.

Residential Collection shall not be provided on those days that are designated by the Contractor as holidays. Contractor shall submit to the Town the list of Contractors recognized holidays.

Make-up holiday collections shall be scheduled on the off-day or on another day within the same week as the holiday according to Town directive. When two holidays fall within the same week, make-up holiday collections must be scheduled to provide customers with at least one (1) Solid Waste, collection weekly and weekly or bi-Weekly (to be determined) for Recyclables collection.

In the event of an emergency, collection services may be scheduled at times not otherwise permitted, provided the Contractor has received prior written approval from the Town Manager or his/her designee.

1.16 Vehicles

Contractor shall provide an adequate number of vehicles that are compatible (in size and weight) with, and appropriate for, the areas where such vehicles are to be utilized to collect Solid Waste, and Recyclables as specified herein. Vehicles shall comply with the following specifications:

- 1) All vehicles required to provide the services specified herein shall be on hand and in good working order.
- 2) All of the Contractor's collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's hopper area during loading and transport operations.
- 3) All vehicles shall be kept in clean condition at all times.
- 4) All vehicles shall be licensed in the State of North Carolina and shall operate in compliance with all applicable state, federal, and municipal regulations.
- 5) All vehicles shall be manufactured and maintained to conform to ANSI Standard Z245. Collection vehicles shall be painted a uniform color and exterior paint and markings must be kept in good condition.
- 6) Each vehicle shall be serially numbered in lettering at least five (5) inches high and shall also bear the name and phone number of the Contractor plainly visible on both sides of the vehicle.
- 7) All vehicles shall be sufficiently secure so as to prevent littering of any material and leakage of fluid. No vehicles shall be willfully overloaded.

- 8) Each vehicle shall be equipped at all times with all safety supplies, equipment, and first aid supplies required by Applicable Law; fire extinguisher; heavy-duty broom, rake, and large dustpan; spill response kit; audible back-up warning device.
- 9) Only advertising approved by the Town for promoting the collection programs shall be permitted on vehicles.

Contractor shall also have on hand and maintain sufficient reserve collection vehicles. The use of reserve vehicles shall include, but not be limited to, occasions when frontline vehicles are out of service, or when unanticipated delays will prevent frontline vehicles from completing the collection route(s) within the established hours of collection. Reserve vehicles shall be in service within two (2) hours of any breakdown or delay of frontline vehicles. Reserve vehicles shall be similar in size and capacity.

The Town reserves the right during the term of the Contract, with reasonable notice to the Contractor, to inspect the Contractor's service facility and vehicles providing services to the Town under the Contract.

1.17 General Requirements

Contractor shall be responsible for providing high quality service to all customers and the Town. The Contractor shall coordinate with the Town to ensure that high quality service is maintained throughout the term of the Contract, including monthly meetings with the Finance Officer or his/her designees.

Contractor shall collect materials generated within the Town Service Area separate from materials generated outside of the Town Service Area.

Contractor shall collect Municipal Solid Waste/Household Trash (MSW), and Recyclables separate from each other, and shall not combine loads of different material types. Contractor shall be responsible for all disposal and processing costs, and in addition to liquidated damages.

Contractor's employees shall make collections with minimum noise and disturbance to residents, businesses as possible, shall be courteous at all times, and shall not use loud or profane language.

Contractor shall exercise all reasonable care and diligence in the collection process.

- Rollout Carts or Containers shall be completely emptied
- Rollout Carts or Containers placed in an upright position at the point where collected
- Rollout Carts or Containers shall not block driveway access
- Rollout Carts or Containers shall not block or cause obstruction to sidewalks
- Rollout Carts or Containers shall be placed with the lid in the closed position
- Rollout Cart or Containers falls over, the operator must immediately set it upright.

Contractor's employees shall follow established walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property lines to the adjoining property, and shall not disturb or tamper with property not connected with their contractual duties.

Contractor's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.

Contractor acknowledges that collection points on right-of-ways are frequently co-located with utility easements. Therefore, particular attention shall be given to the location of mailboxes, water meters, transformers, guy wires, utility poles, and irrigation structures. Authorization to use the easement does not abrogate Contractor's responsibility to exercise caution in relationship to the property of other authorized users.

Contractor shall promptly repair or have repaired at no cost to the Town or to the property owner any damage caused by its operations. If such repairs are made by or at the direction of the Town or property owner, the Contractor shall reimburse the Town or property owner for such repairs. The Town Manager shall be notified immediately of any property damage.

Contractor shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection and transport of materials shall occur. During transportation, all collected materials shall be contained, tied, or enclosed to prevent leaking, spilling, and blowing.

In the event of any confirmed spillage/leakage/blowing from a Contractor's vehicle, Contractor shall immediately, at least by the end of the same day, clean up all spillage/leakage/blowing at no cost to the Town. Contractor is fully responsible to clean such spills, leaks, or blown materials per local, state and federal regulatory standards and to the satisfaction of the Town Manager up to, and including, resealing or resurfacing depending on the severity of the damage. If the Contractor can satisfactorily prove to the Town Manager that the responsibility for the spillage/leakage/blowing belongs to a third party, then Contractor will not be responsible for the cleanup.

Contractor shall use competent, qualified, sober, drug-free personnel to provide collection services pursuant to this Agreement. Employees shall adhere to a no smoking policy while performing services for the Town. Contractor shall devote sufficient personnel, time, and attention to its operations to ensure that its performance will be satisfactory to the Town.

Contractor's employees shall wear company uniforms clearly labeled with the name of the Contractor and the employee. Employees shall wear shirts at all times, but when weather conditions so require, employees may wear t-shirts with the Contractor's logo prominently displayed. In lieu of uniforms, temporary or leased labor may wear brightly colored safety vests with the Contractor's logo prominently displayed. Clothing will be as neat and clean as circumstances reasonably permit.

Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of the Contract and all Applicable Law. The Town has the right to review Contractor's training records.

At all times when operating vehicles or equipment pursuant to this Contract, Contractor's employees shall carry a valid North Carolina driver's license for the type of vehicle or

equipment being operated.

Contractor shall obtain, at its own expense, all permits and licenses required by Applicable Law and maintain same in full force and effect. Any revocation of Contractor's licenses or permits shall be reported to the Town's authorized representative within three (3) business days.

1.18 Customer Service Standards

Contractor shall be responsible for providing the highest quality service to all customers under the provisions of the Contract. Contractor shall promptly resolve all complaints, received from the customer or from the Town, no later than close of the next business day. When a complaint is received on a Saturday or the day preceding a holiday, it shall be resolved by the Contractor no later than close of the next business day.

Contractor shall establish and maintain, a local office or other facility at which the Contractor can respond to service inquiries and complaints received by the Town or the Contractor. The office shall be accessible to customers from 8:00a.m. to 5:00p.m., Monday through Friday.

Contractor's office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to inquiries, issues, and complaints by the next business day. Contractor's office staff shall be familiar with the Town and Contractor's obligations under the Contract.

Contractor shall maintain a local telephone number routed to the local office where service inquiries and complaints can be received by Contractor. Contractor shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. Messages shall be answered no later than noon the following business day. Should the answering service or answering machine be used during office hours, such as during lunch time or when all telephone lines are full, these services must be monitored regularly, so that Contractor can respond to the message within sixty (60) minutes.

Contractor shall establish a process, subject to the Finance Officer approval, for receiving and handling emergency calls, both during and after normal operating hours. Contact information for supervisory contacts shall be maintained and updated regularly with the Finance Officer.

Contractor shall maintain a computerized list of all Residential, Multi- Family and Commercial Business Units. The list will be provided to the Town on a Monthly Basis by either Web Portal or other approved method (Excel). The list at a minimum will include:

- Physical Street Address
- Collection Services Provided
- Service Days-Commercial Accounts (Dumpster)
- Number of Rollout Carts (if applicable)
- Route Information with an accurate count of the number of customers per route,

Corrals Serviced and Commercial Dumpsters

The Contractor shall keep a computerized list of all Customers associated with the Town. The computer application shall provide an accurate count of customers and services provided to the customer. All communications with the Town and/or Residence (any Customer) shall be inventoried (logged) by the Contractor. This inventoried communication weekly-monthly log will contain history of all new starts, additional service request, complaints or complaint and/or inquiry were managed will also be readily available to the Town Employees. The Contractor may provide an alternative process to managing the Customer Service Data and Information.

Service quality will, in part, be measured by the number and nature of complaints received from the Units being serviced/customers. Complaints received by the Contractor, directly from the customer or from the Town, shall be resolved no later than the close of the next business day and reported to the Town. In general, the intent is for all calls received by the Contractor or the Town staff to be routed to the Contractor and available or reported by email to the Town immediately. All complaints must be reported on a form approved by the Town, and include the following information:

- Customer's name, address, and phone number (if available);
- Route number and truck number assigned to complaint address;
- Type of service involved;
- Nature of the complaint;
- Date and time the complaint was received;
- Date and time problem occurred;
- Action taken by Contractor;
- Date and time the complaint was resolved; and
- Name of person who resolved the complaint.
- Date and Time informed the Town (Email)

If the Town or Service Unit/Customer notify Contractor of a missed collection before 4:00p.m. on the day of collection, Contractor shall return to the customer's premises before 6:00 p.m. the same day of the notification and collect all of the Household Trash (MSW), or Recyclables that have been set out for collection. If Contractor is notified after 4:00 p.m. of the day of collection of a missed collection, collection shall be made by 12:00 p.m. the next day following notification. Notifications received Friday after 4:00 p.m. Friday through Sunday shall be corrected before 12:00 p.m. on Monday.

1.19 Recordkeeping and Reporting

Weekly: Contractor shall provide hard copies of the previous week's weight tickets from the Designated Facilities.

Monthly: Contractor shall electronically submit a monthly report, by the fourteenth (14th) of each month, to the Finance Officer, in a format approved by the Town, containing, at a minimum, the following monthly totals:

- (1) Customer complaints- Contractor shall report all customer complaints (e.g., missed pickups). Each complaint will have a response note provided by the Contractor addressing the complaint. In addition, Contractor will provide a list of non-collection errors categorized by "citizen error" or "Contractor error."
- (2) Non-Collection Notices - Contractor shall identify all non-collection notices issued. At a minimum, the information shall include the date the notice was issued; customer's name and address; and the reason for issuing the notice.
- (3) Completed Work Orders -Contractor shall identify all work orders issued by the Town that have been completed.
- (4) Incidences of personal injury or property damage, including vehicular damage to public or private property.
- (5) Revocation of any license or permits.
- (6) Total MSW Tonnage Sanitary Landfill or Transfer Station
- (7) Total Tonnage Recyclables - Contractor shall keep accurate records of Recyclables collections made from all Residential Units, and Corrals and report to the Town monthly at least the following:

Contractor shall provide the Town with information and records adequate to determine any information required by the Town or the State of North Carolina to satisfy requirements of the Solid Waste Management Act or to obtain grant funds from the State of North Carolina or other similar funding sources.

Not later than the 25th day of each month, the Contractor shall provide the Town with information concerning collection service activities, including information specified in this section, for the previous month. Reports shall be prepared in a format approved by the Town and shall be accompanied by a checklist of each deliverable being submitted to the Town. Unless otherwise directed, the Contractor shall deliver all records and reports to the Town electronically within an approved platform.

Contractor shall provide any additional information or reports as requested by the Finance Officer or Town Manager to monitor Contractor's performance or the Town's Solid Waste and Recycling programs.

The Town reserves the right to review and audit all records of the Contractor pertaining to the collection services.

1.20 Designated Facilities

Disposal & Processing Facilities

The Contractor is responsible to pay any and all Landfill tipping fees, and/or Recyclable Processing Cost as relates to this contract. Contractor shall deliver all Solid Waste collected pursuant to the Contract to a Town Approved Disposal Facility.

Contractor shall deliver all Recyclables collected pursuant to this Contract to a Town Approved Recycling Processing Facilities.

In the event that the Town and/or Contractor determine to request a change to the location of a designated facility for the best interest of the Contract. The Town will be the final

authority/decision on the designated disposal facility/sites.

1.21 Education Assistance and Communication

Each year during the term of this Agreement, the Contractor shall publish and distribute (USPS) a "Notice" to the Residential, Multi-Family and Small Business Service Units regarding the Collection Service programs. The notice shall contain, at a minimum, definitions of the materials to be collected, procedures for setting out the materials and maps of the Service Area indicating the days when Collection Services will be provided. The notice shall be approved by the Town prior to publication. The notice shall be distributed by the Contractor no later than 30 days prior to the commencement of Services under this Agreement during the first year of the Agreement, or such other extended date as may be mutually agreed upon by the Town and the Contractor, and no later than November 30th of each Agreement year thereafter.

1.22 Transition in Service Plan

Contractor is responsible for providing a smooth transition in services from the current provider. The selected Contractor shall minimize inconvenience to all customers served. To accomplish this objective, the Contractor shall submit a Transition Plan to the Town no later than fifteen (15) calendar days following the execution of the contract. The plan shall include a detailed description of how implementation of the Contractor's collection services will be accomplished, and must meet the approval of the Town Manager. The Contractor shall provide a smooth Transition Plan as relates to Section 2.6.1 "Pricing and Invoicing: Additional Services - (Subscription Accounts)".

1.23 Payments

The Town shall pay the Contractor, in accordance with this Section, for all collection and other services performed, less any deductions provided in the Contract.

The Town and the Contractor shall annually review and reconcile the "Customer Count Units" which will be provided by the Town to the Contractor no later than January 15th of each year during the term, including any extension thereof. The reconciled number of units will commence in the following year, on the July billing statement.

Contractor shall invoice the Town by the 25th of each month.

The unit prices set forth in the Contractor's response shall apply to all services rendered by the Contractor, subject to adjustment only in accordance with the Contract.

Consumer Price Index Adjustment: On July 1, 2025 and on July 1st of each subsequent year during the Term, the unit prices for services billed to the Town will be adjusted based on the percentage change in the Consumer Price Index for all Urban Consumers (CPI-U): US City Average, By Detailed Expense Category - Trash Collection Services (seasonally adjusted) in the previous calendar year (January 1 through December 31); provided, however, that the percentage adjustment shall not exceed three percent (3.0%).

The Consumer Price Index Adjustment will not be applied to the percentage of the prices/fees for services that have any additional inflationary pricing adjustments (Disposal

and Pricing Cost).

Fees for services as listed in Attachment B of this Agreement shall not be adjusted based on the percentage change in the Consumer Price Index. Any changes to fees for services in Attachment B of this Agreement shall be made in writing and signed by both parties with the same formalities as this Agreement.

Adjustments for Changes in Service: The Town shall have the right, at its discretion and following at least 180 days' written notice to the Contractor, to change the frequency of collection services and, in such event, the Contractor agrees to negotiate in good faith with the Town to adjust the price for collection services commensurate with such changes in service level.

Extraordinary Rate Adjustment: Contractor may petition the Town for an adjustment of unit prices on the basis of extraordinary or unusual changes, for example, landfill increases and or fuel increases above five dollars (\$5.00) per gallon, in the cost of operations that could not reasonably be foreseen by a prudent Contractor. The Contractor's request shall contain substantial evidence and justification to support the need for the price adjustment and shall be submitted to the Town Manager. The Town Manager may request from the Contractor, and the Contractor shall provide, all information as may reasonably be necessary, as determined by the Town, to make a determination of the validity of the request. The Town Manager may deny the request, in whole or in part.

Submittal of Proper Invoices: The Contractor shall submit an original invoice (or electronic invoice, if authorized), by the 25th of each month for services rendered during the previous month, to the following address:

Town of Burgaw
Attn: Finance Officer
109 N. Walker Street
Burgaw, NC 28425

The Invoice must include:

- Name and address of the Contractor;
- Invoice date;
- Copies of all Scale Tickets (MSW and Recyclables)
- Any Additions or Deletions of Services
- Invoice number (Contractor is encouraged to assign identification number);
- Contract number;
- Contract line-item number, including description, quantity, unit of measure, unit price and extended price of the item;
- Terms of any prompt payment discount offered;
- Name and address of official to whom payment is to be sent;
- Federal Identification Number.

1.24 Liquidated Damages/Costs

Quality customer service is of the utmost importance to the Town. It is the intent of the

parties that the contractor shall provide high quality collection services to the Town. While all but inconsequential failures of a contractor to perform are deemed material breaches, the Town prefers to address relatively minor breaches with liquidated damages rather than contract termination and general compensable damages. To that end, in the chart below under the heading "Incident" are a listing of material breaches of the Contract that cause damage to the Town but for which the Town may choose to assess liquidated damages rather than to terminate the contract and seek general compensable damages. In the chart below under the heading "Cost Schedule" beside each Incident is a monetary sum or range that provides the amount of liquidated damages for each Incident. These amounts are not intended as penalties and are imposed because (1) determining actual damages suffered by the Town for each Incident is difficult to ascertain, but (2) the amounts stated are reasonable estimates of the damages which would be caused by a stated breach and are reasonably proportionate to the damages actually caused by the breach.

	Incident:	Cost Schedule:
1	Collection of any material before 7:00 am or after 7:00 pm unless approved by the Town Manager.	\$100 per first incident; \$200 per incident for every incident thereafter in any 30 calendar day period.
2	Failure to complete any route on the regular service day, without notification to the Town authorized representative.	\$500 per route for the 1 st incident, \$1,000 per route for each additional incident in any 30 calendar day period. Town may terminate Contract after the 3 rd incident.
3	Failure to properly service rollout or containers; block driveway, street or sidewalk; leave lid up or partially emptied or leave the rollout cart damaged or laying on the ground.	\$50 per incident; \$100 per incident for every incident thereafter in any 30 calendar day period.
4	Failure to collect missed customers by 6:00 pm the same day when notified prior to 4:00 pm	\$50 per incident; \$100 per incident for every incident thereafter in any 30 calendar day period.
5	Failure to respond to or resolve complaints by the end of the next business day after Contractor is provided a notice of such complaint or reporting unresolved complaints as having been resolved.	\$100 per incident; \$200 per incident for every incident thereafter in any 30 calendar day period.
6	Failure to leave non-collection notice for customer explaining why improperly setout material were not collected and retained copy of any such notice indicating that such notice was properly provided to customer shall be adequate proof of such notice.	\$100 per incident; \$200 per incident for every incident thereafter in any 30 calendar day period.
7	Failure to deliver container for new	\$100 per incident; \$200 per incident

	service, or replace lost, stolen or damaged container within two (2) business days of request (if applicable).	for every incident thereafter in any 30 calendar day period.
8	Failure to treat customers in a courteous and respectful manner.	\$100 per incident; \$200 per incident for every incident thereafter in any 30 calendar day period.
9	Failure to comply with uniform requirements.	\$25 per incident; \$50 per incident for every incident thereafter in any 30 calendar day period.
10	Failure to submit any report within the required timeframe.	\$50 for the 1 st incident; \$100 for 2 nd incident and \$150 for 3 rd and each sequent incident in any 90 calendar day period.
11	Mixing waste materials collected in the Town with waste materials collected in other jurisdictions.	\$1,000 for the 1 st incident; \$2,000 for each sequent incident; Town may terminate Contract after the 3 rd incident.
12	Mixing loads of Solid Waste (MSW) and Recyclables	\$1,000 for the 1 st incident; \$2,000 for each sequent incident; Town may terminate Contract after the 3 rd incident.
13	Failure to clean spillage (oil, hydraulic fluid, garbage, trash, recyclables, etc.) on the day written notice of such spillage is received.	\$1,000 for the 1 st incident; \$2,000 for 2 nd incident and \$5,000 for 3 rd and each sequent incident in any 90 calendar day period.
14	Failure to repair damage to customer property upon written notice from Town and determination of Contractor's liability.	\$100 per incident; \$200 for 2 nd incident and \$500 for 3 rd and each subsequent incident in any 90 calendar day period. Plus the cost of the repair.
15	Failure to maintain office hours and supervisory contacts as required.	\$100 per incident; \$200 for 2 nd incident and \$500 for 3 rd and each subsequent incident in any 90 calendar day period.
16	Failure to properly cover or secure materials on collection vehicle(s) to prevent leaking, spilling and blowing.	\$100 per incident; \$200 for 2 nd incident and \$500 for 3 rd and each subsequent incident in any 90 calendar day period.
17	Failure to correct deficiencies in cleanliness, safety or sanitation of equipment within 48 hours of written notice of the same from the Town.	\$100 per incident; \$200 for 2 nd incident and \$500 for 3 rd and each subsequent incident in any 90 calendar day period.
18	Failure to repair equipment that is breaking down, leaking fluids or discharging debris after receiving	\$100 per incident; \$200 for 2 nd incident and \$500 for 3 rd and each subsequent incident in any 90 calendar

	notice of the same from the Town.	day period.
19	Failure to properly display: Contractor's name, phone number and vehicle number on collection vehicles and service vehicles.	\$100 per incident; \$200 for 2 nd incident and \$500 for 3 rd and each subsequent incident in any 90 calendar day period.

The Town will calculate all liquidated damages, if any assessed, each month and will provide notice of such assessment, if any, to the contractor no later than seven (7) business days following the end of each calendar month and will deduct the total amount of such damages against the payment for collection services due the contractor in the same or a following month.

Should the contractor dispute any assessment of liquidated damages by the Town in accordance with the Contract, the contractor shall deliver written notice of the same, and the basis for disputing that assessment, to the Town Manager within five (5) days of receiving notice of that assessment. The Town Manager and the contractor shall meet within five (5) days of the Town's receipt of such notice and attempt to resolve the dispute. If the dispute is not resolved within seven (7) days following the date such request is received by the Town Manager, the contractor may submit the dispute for non-binding mediation by delivering written notice thereof to the Town and, within five (5) days following the date of such notice, delivering, to a mutually agreeable mediator and to the Town, a written summary of the facts at issue, the grounds for the dispute, and a statement of the contractor's position. The Town, within five (5) days after receiving the written summary from the contractor, shall submit to the mediator a written response to that summary and a statement of its position. Neither the document from the Contractor nor the document from the Town shall exceed two (2) pages in length. The mediator shall consider those written materials, make such further inquiry of the parties as may be necessary, and shall render a written report no later than thirty (30) days following receipt of the written summary from the contractor. If the parties are not able to resolve the dispute through mediation, then either party, provided it first gives notice to the other party within seven (7) days following its receipt of that report, may take whatever further action(s) may be available at law, in equity, or under the Contract. If a resolution of the dispute includes an adjustment in the amount of liquidated damages previously withheld by the Town, the contractor will include that adjustment as a separate debit or credit, as appropriate, in its next invoice for collection services.

Notwithstanding any other provision of the Contract between the Town and the contractor to the contrary:

- a. For contractor's material breach of the contract of such significance that the Town is denied the services or quality of services it contracted for, the Town may terminate the Contract and seek its remedies for breach in law or equity including compensable damages, and
- b. In the event that the total amount of liquidated damages assessed against the contractor during any 60- calendar-day period, which may begin on any day within a month, exceeds \$5,000.00, the Town, at its discretion and in addition to all other remedies that may be available to it, may terminate the Contract and seek its remedies for breach in

Jaw or equity including compensable damages.

Any waiver or forbearance by the Town or the contractor of any right under the Contract shall not operate as or be construed to be a waiver of any other rights, regardless of when such event may occur. Failure of the Town or the contractor to insist upon strict adherence to these standards or any requirement of the Contract, on one or more occasions, shall not be considered a waiver, nor shall it deprive that party of the right to thereafter insist upon strict adherence to that or any other standard set forth in the Contract.

TOWN OF BURGAW COST PROPOSAL

RESIDENTIAL

MONTHLY COST PER UNIT

1,103 – 96G WEEKLY TRASH SERVICE

\$ 14.75

1,103 – 96G BI-WEEKLY RECYCLE SERVICE

\$ 4.50

SMALL BUSINESS

178 – 96G WEEKLY TRASH SERVICE

\$ 14.75

178 – 96G WEEKLY RECYCLE SERVICE

\$ 4.50

COST FOR ADDITIONAL CART

\$ 14.75

2 CUBIC YARD (MSW)

MONTHLY COST PER UNIT

1XWEEK

\$ 115.00

2XWEEK

\$ 195.00

3XWEEK

\$ 275.00

4XWEEK

\$

5XWEEK

\$

4 CUBIC YARD (MSW)

1XWEEK

\$ 135.00

2XWEEK

\$ 215.00

3XWEEK

\$ 295.00

4XWEEK

\$ 375.00

TOWN OF BURGAW COST PROPOSAL

5XWEEK	\$ 455.00
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6 CUBIC YARD (MSW)

1XWEEK	\$ 170.00
2XWEEK	\$ 260.00
3XWEEK	\$ 350.00
4XWEEK	\$ 440.00
5XWEEK	\$ 530.00

8 CUBIC YARD (MSW)

1XWEEK	\$ 200.00
2XWEEK	\$ 335.00
3XWEEK	\$ 460.00
4XWEEK	\$ 585.00
5XWEEK	\$ 710.00

8 CUBIC YARD (OCC)

1XWEEK	\$ 150.00
2XWEEK	\$ 300.00



**Town of Burgaw
ITEM REPORT**

Item: 12A

DATE OF MEETING: May 14, 2024 DEPARTMENT OF ORIGIN: Parks, Recreation, & Tourism	DATE SUBMITTED: 05/07/2024 SUBMITTED BY: Kristin Wells, Town Clerk
AGENDA ITEM DESCRIPTION: Consideration of reappointing Parks & Recreation Advisory Committee members	
SUMMARY STATEMENT: The following Parks & Recreation Advisory Committee members' terms expire June 8, 2024. This request is to consider reappointment. Jennifer Matthews Trisha Newton Daniel Price Jennifer Buttery	
STAFF RECOMMENDATION AND REQUESTED ACTION:	
FINANCIAL IMPACT INCLUDING FUNDING SOURCE:	
FINANCE DIRECTOR COMMENTS:	
ATTACHMENTS (IF ANY): None	



**Town of Burgaw
ITEM REPORT**

Item: 12B

DATE OF MEETING: May 14, 2024 DEPARTMENT OF ORIGIN: Administration	DATE SUBMITTED: 05/07/2024 SUBMITTED BY: Kristin Wells, Town Clerk
AGENDA ITEM DESCRIPTION: Consideration of appointments to the Tourism Development Authority	
SUMMARY STATEMENT: There are currently two vacant positions on the Tourism Development Authority. Two applications have been received to be considered for appointment.	
STAFF RECOMMENDATION AND REQUESTED ACTION:	
FINANCIAL IMPACT INCLUDING FUNDING SOURCE:	
FINANCE DIRECTOR COMMENTS:	
ATTACHMENTS (IF ANY): TDA App Cutshaw, TDA App Shevchuk	



Application for Boards, Commissions, and Committees

Board(s) of Interest Tourism DevelopmentDate 4/30/24

PERSONAL INFORMATION

Name Tiffany CutshawAddress 1125 River Bend Dr. Burgaw, NC 28425Telephone: Home — Work 910-675-2309 Cell 980-425-2529Email address: tiffanyyumet@gmail.comHow long have you been a resident of the Town of Burgaw? (Residency in the Town of Burgaw is required for appointment to any Boards, Commissions, and Committees) 4 months

EDUCATION

Name and location of high school attended Forest Hills High School, Monroe, NCDate of graduation June 2005Name and location of college/university attended Wingate University, Wingate, NCDate of graduation May 2010Type of course(s)/degree Bachelor of Science; Elementary Ed. and Reading

EMPLOYMENT AND MILITARY EXPERIENCE

Presently employed by Pender County SchoolsJob title 2nd grade teacher

Duties performed

communicate w/ students, families, colleagues; plan + deliver lessons

If applicable, please list any dates of military service, branch, rank, and type of discharge?

N/A

CIVIC INVOLVEMENT

Please list any past or present organizations of which you are a member and any offices held within those organizations?

- (1) _____
(2) _____
(3) _____

Have you ever served or are you currently a member of any Town of Burgaw board/committee/commission? NO

If yes, which board/committee/commission? _____
How long have you been a member? _____

Do you anticipate a conflict of interest by serving as a member any of the boards, committees, commissions of the Town of Burgaw? ☐ Yes ☒ No

If yes, please explain? _____

Please state the reasons you feel you are qualified for this appointment any unique qualification or prospective you may provide if chosen to serve?

I believe I am qualified for this appointment because
of my strong desire to be a part of this community.
Being a new citizen brings fresh eyes. I love the town of
Burgaw.

TERMS AND CONDITIONS OF APPOINTMENT

I Tiffany Cutshaw, agree to the following terms and conditions if appointed.

I understand that an appointment to any Town of Burgaw Boards, Commissions, and Committees will require me to be available for meetings when necessary. I understand that the Town of Burgaw is authorized to perform/require a criminal background check. I understand that the information disclosed in this application may be used by the Town of Burgaw Board of Commissioners in making appointments to Boards/Commissions/Committees. Furthermore, I understand and agree that the disclosed information may be used as a news release to the media.

Tiffany Cutshaw
Signature

4/30/24
Date



Application for Boards, Commissions, and Committees

Board(s) of Interest Burgaw Tourism Development Authority Date 3/12/2024

PERSONAL INFORMATION

Name Alexander Shevchuk

Address 704 Kristi Circle Burgaw NC 28425

Telephone: Home N/A Work 910-300-6339 Cell 973-714-2459

Email address: ashevchuk@hotmail.com

How long have you been a resident of the Town of Burgaw? (Residency in the Town of Burgaw is required for appointment to any Boards, Commissions, and Committees) 2 years

EDUCATION

Name and location of high school attended Oratory Prep, Summit NJ

Date of graduation 2010

Name and location of college/university attended Fairleigh Dickinson University, Madison NJ

Date of graduation 2015

Type of course(s)/degree Economics

EMPLOYMENT AND MILITARY EXPERIENCE

Presently employed by Window Mechanic LLC

Job title Owner

Duties performed
Window repair and window replacement

If applicable, please list any dates of military service, branch, rank, and type of discharge?
N/A

CIVIC INVOLVEMENT

Please list any past or present organizations of which you are a member and any offices held within those organizations?

(1) National Association of Realtors

(2) Ukrainian Orthodox League - President, Financial Secretary, Auditor

(3) North Carolina Private Protective Services

Have you ever served or are you currently a member of any Town of Burgaw board/committee/commission? No

If yes, which board/committee/commission? N/A

How long have you been a member? N/A

Do you anticipate a conflict of interest by serving as a member any of the boards, committees, commissions of the Town of Burgaw? ☐ Yes ☒ No

If yes, please explain? N/A

Please state the reasons you feel you are qualified for this appointment any unique qualification or prospective you may provide if chosen to serve?

Strong community centered beliefs, proven track record of success, ability to see what can be and not only what is, and a deep vested interest in the communities continued success.

TERMS AND CONDITIONS OF APPOINTMENT

I Alexander Shevchuk, agree to the following terms and conditions if appointed.

I understand that an appointment to any Town of Burgaw Boards, Commissions, and Committees will require me to be available for meetings when necessary. I understand that the Town of Burgaw is authorized to perform/require a criminal background check. I understand that the information disclosed in this application may be used by the Town of Burgaw Board of Commissioners in making appointments to Boards/Commissions/Committees. Furthermore, I understand and agree that the disclosed information may be used as a news release to the media.

Alexander Shevchuk

Signature

3/12/2024

Date