



DISCUSSION

ITEM NO. 27

DATE OF MEETING: March 21, 2016

REQUESTED BY: Pender County Board of Commissioners

SHORT TITLE: Discussion of the Pender County Schools DPI Report which was approved January 4, 2016.

BACKGROUND: Every five (5) years, each LEA is required to complete a facility needs survey (FNS). Information from this survey is used to determine statewide needs and future planning. A copy of this plan is attached. On January 4, 2016, the Board approved an altered DPI report to be submitted to the state, but questions still remained regarding capacity concerns both now and even after the new schools are built. The Board of Commissioners has asked to discuss this issue before signing the report. A copy of the report is attached.



DISCUSSION

ITEM NO. 28

DATE OF MEETING: March 21, 2016

REQUESTED BY: Kyle M. Breuer, Director, Planning and Community Development

SHORT TITLE: Information and Discussion on County-Owned Property

BACKGROUND: Planning and Community Development Staff, alongside the Tax Attorney's Office and the County Manager's Office have compiled all county-owned property in an effort to organize, plan, and make best use out of various types of property throughout Pender County. There are three general categories in which these properties have been divided in to: 1) Properties in which county-owned assets are located (i.e. Administrative Building, Hampstead Annex, etc.); 2) Properties that may be declared surplus and marketed for potential sale; and 3) Properties that have been purchased through hazard mitigation efforts ("FEMA Properties") that have certain restrictions that may limit their future use.

Through compilation efforts of the county-owned properties, it provided an opportunity to create data layers through Pender County's Geographic Information Systems (GIS). By now having this information in the GIS database, it will allow staff to be able to manage and market properties in an effective manner, providing access to citizens and the general public in a user friendly format.

Before marketing efforts can take place, an inventory of potential future public facilities should occur. Staff will work in-house to determine the needs of the foreseeable future to locate county assets such as new buildings, pump stations, parks, etc. Adopted plans and other documents will be utilized to make initial recommendations and then specific discussions with department managers and staff will take place. Once this has been completed, staff will bring the revised list of properties back to the Board of Commissioners for their final review and approval.

As to the FEMA Properties, it was found that beginning in 2004, Pender County began a lease program in which property owners could "lease" county-owned property for their enjoyment under certain legal terms and restrictions. According to available records, there were 57 leases in effect for the FEMA Properties. Somewhere in the timeframe between March, 2005 and December, 2006 the lease program was terminated by direction of the county manager. This determination was based on the inability of Pender County to expend the resources to properly enforce the program. When the program was terminated, adjacent property owners to the FEMA

Properties were allowed to mow/maintain the property and to grow a garden without any sort of written agreement.

Staff is seeking guidance from the Board as to the desire to reinstate a lease program for FEMA Properties. Currently, resources are not in place to continue this program administratively and an evaluation would need to take place prior to potential reinstatement of a program.

Additional resources in regards to sample lease agreements, email correspondence, and deed and covenant restrictions for FEMA Properties is attached to this item for the Board's review. Staff will present additional statistical information and will try to answer any questions the Board may have.

Melinda Knoerzer

To: 'Lori Brill'
Cc: cwtiii@aol.com
Subject: Licensing of County Owned properties from Hurricane Floyd buyouts

Lori - After Hurricane Floyd and the associated Hazard Mitigation Grant Programs (HMGP), and Crisis Housing Assistance Fund (CHAF) programs, the County ended up owning approximately 100 properties. These properties carry deed restrictions prohibiting any permanent construction on these sites.

The Board of Commissioners at that time approved a property "Licensing" program - because there were so many inquiries about using the property. Essentially, this program allows only adjacent property owners to license the use of property for the purpose of maintaining it, or possibly growing a garden for personal consumption (not sale/profit). The one time cost of a license was \$35.

When John Bauer arrived, his philosophy was more to "allow" folks to use the property without benefit of any formal documentation, and he basically stopped the licensing program.

We presently have approximately 55 properties under "License" - 13 of which are licensed to two (2) separate Homeowners Associations. We did not revoke any licenses when John decided this was the way to go, just declined to issue any additional.

I have recently been contacted by folks who want to license the use of an adjacent property. How would you prefer to proceed on this matter? It's not a high priority by any means, just wanted to "get it out there". Thanks!

Melinda Knoerzer
Administrative Assistant
Pender County Utilities
P.O. Box 995
605 E. Fremont Street
Burgaw, NC 28425
910.259.1521 - phone
910.259.1579 - fax
knoerzermk@pender-county.com

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Melinda Knoerzer

To: Joey Raczkowski
Cc: cwtiii@aol.com
Subject: RE: Flood Property
Attachments: license application and package.pdf

The license is, as I recall, revokable. Attached is what we used to use - remember that during John Bauer's tenure, he unilaterally ceased the issuance of these licenses, opting instead to allow adjacent property owners to mow/maintain or grow a garden for personal consumption on the FEMA property without any written agreement. This came on the heels of us having to revoke (on advice of the Sheriff) a license held by a person using his possession to threaten/terrorize the neighbors. He wanted us out of the "babysitting" role. We only revoked one license and approximately 30 of them continue in force today - we simply stopped issuing any more.

I made Lori aware of this when she came because there have been several inquiries from adjacent property owners, whom I have declined to issue licenses to. She has not given me any other direction on this, nor has this been presented to the Board.

I believe that Mr. Strickland may possibly represent the interest of Jim Milam - who previously inquired (with me) about purchasing an easement across this land. He has 20 acres that he cannot access by any other means because the access deeded to him crosses wetlands. This went past Yolanda Abrams, to a Mr. Chris Crew at State EM (919) 715-8000 who said they had forwarded a similar request to purchase an easement to the Feds several months earlier - but had no response. He said, absent Federal guidance to the contrary, the State's position is that no easement is necessary by virtue of the fact that the County must maintain this as "open to the public in perpetuity". He said that folks who use these properties to access their own may continue to do so, however, they may NOT cement or asphalt the driveway and they may not build anything permanent on them. When I explained this to Mr. Milam, he indicated that this would not work for him.

Then again, it may not be for the same person - just wanted to share all the information with you! Melinda

From: Joey Raczkowski [mailto:raczkowskij@pender-county.com]
Sent: Monday, November 26, 2007 1:13 PM
To: 'Melinda Knoerzer'; Cwtiii@aol.com
Subject: FW: Flood Property

From: Kevin Strickland [mailto:kstrickland@kjslaw.com]
Sent: Monday, November 26, 2007 1:06 PM
To: Joey Raczkowski
Subject: RE: Flood Property

A license would work.

From: Joey Raczkowski [mailto:raczkowskij@pender-county.com]
Sent: Monday, November 26, 2007 1:07 PM
To: Kevin Strickland
Subject: FW: Flood Property

From: cwtiii@aol.com [mailto:cwtiii@aol.com]
Sent: Monday, November 26, 2007 12:16 PM
To: knoerzermk@pender-county.com; raczkowskij@pender-county.com



County of Pender

Community Services
Post Office Box 5
Burgaw, North Carolina 28425
910.259.1401
910.259-1402 Facsimile
barnhillk@pender-county.com

May 19, 2004

Elsie C. Housand
145 Creekstone Trail
Rocky Point, North Carolina 28457

Re: Limited License

Dear Ms. Housand:

Enclosed you will find a copy of the fully executed *Limited License Agreement* for the property you requested. I would like to remind you of a couple items:

1. It is your responsibility to contact Pender County concerning any changes in your mailing address or telephone number.
2. If you wish to relinquish the licensee at any time, you should do so in writing to Pender County, Post Office Box 5, Burgaw, North Carolina 28425.
3. This limited license does not require renewal. However, Pender County does reserve the right to revoke the license at any time for any reason.
4. The license authorizes maintenance and landscaping of the property only. This includes a garden for personal use.
5. County may require your cooperation from time to time regarding reporting requirements of the Federal Emergency Management Agency (FEMA) and the State of North Carolina.

If you have any questions, please do not hesitate to contact me. I hope you enjoy the use of the property.

Sincerely,

Karen H. Barnhill
Director, Community Services

/KHB
enclosure

Application for License

Information on Applicant:

Name: Elsie C. Housand
Physical Address: 145 Creekstone Trl.
Mailing Address: 145 Creekstone Trl.
City/State/Zip: Rocky Point, NC. 28457
Home Phone: 910-259-6061
Alternate Phone: 910-572-0777

Information on Property to be Licensed:

Previous Owner (if known): Wilbur + Elsie C. Housand
Address of Property: 71 Canal Rd. Rocky Point NC.
Parcel ID#: 08396

Physical Relationship of Property to Yours (connects on East boundary, across the street, etc.)

X East Side

By my signature affixed below, I acknowledge that I am the legal property owner of an adjacent tract of the property for which I seek a license and that the only permissible use under the license being sought is to mow the property, landscape the property, and/or establish a garden (the products of which cannot be sold). Additionally, I accept the requirement of a one-time \$35.00 license processing fee.

Elsie C. Housand 5/14/04
Signature of License Applicant DATE

Internal Use Only

Date Received:	Time:	Approved:	Payment:	Adjacent:
5-14-04	2:10PM	XHB	CK 1415	Y002

LIMITED LICENSE AGREEMENT

This LIMITED LICENSE AGREEMENT is entered into between Pender County ("County") and Elsie C. Housand ("Licensee") with regard to the real property located at 71 Canal Rd. and more particularly described at Book ~~422~~ Page ~~156~~ of the Pender County Registry ("Property").
1762 256

1. County grants to Licensee a limited license with regard to the property for the purpose of keeping the property mowed, landscaped and maintained. Licensee may not use the property for any commercial purpose, but may use the property as a garden so long as any produce is not sold.
2. Licensee agrees and acknowledges that he has no ownership interest in the property and shall not use the Property for any purpose not expressly listed above without the written permission of the Pender County Manager and that his uses shall be limited to those uses. Without restricting the above, the Property may not be used for camping, parking or storage.
3. This License is non-transferable, but Licensee may permit members of his immediate family to use the Property for the limited purposes described above.
4. Licensee agrees to accept the property "as is" and Pender County makes no representation regarding the condition of the property.
5. Licensee shall pay an initial processing fee of thirty-five dollars (\$35.00) to County, to cover County's administrative costs.
6. Licensee shall cooperate with the County in preparing any documentation requested or required by any State or Federal Agency, including providing a

certification under oath that the Property is being used in accordance with applicable regulations and this License.

7. Licensee shall provide a mailing address which he shall keep current and to which he agrees that all notices from the County may be sent. Licensee shall bear all consequences of the failure to keep his mailing address current, including termination of this License.
8. Licensee agrees that County may revoke this license at any time, without cause, and that he shall not be entitled to any refund of any fees paid to County, nor to harvest any produce or recover any costs incurred in the exercise of the License. Licensee understands that he must immediately cease using the property within the shortest time of (1) being given verbal notice, (2) actual receipt of written notice, or (3) three days from the date the County mails written notice to the mailing address provided by Licensee. Should Licensee fail to cease use of the property after termination, he acknowledges that he will be liable for criminal and civil trespass. Licensee may abandon this License by sending written notice to the Pender County Manager of his intent to do so and such shall be effective upon receipt by the County Manager. Such notice of termination shall not absolve or release Licensee from his indemnity obligation set forth below with regard to any known or suspected claims or for any damages or claims which arise from events which have occurred prior to receipt of the notice of termination.
9. Licensee agrees to indemnify County from any claims or causes of action arising out the Property during the existence of this License, including without limitation claims, costs, legal fees, expenses, fines or damages for personal injury, property

damage, environmental clean up or other cause. Licensee further agrees and stipulates that he shall be responsible for any legal fees incurred by County as a result of any action to terminate this License.

LICENSEE:

Elsie C. Husarci (SEAL)

Elsie C. Husarci

COUNTY:

Pender

Andy Hedrick

Andy Hedrick, County manager

ATTEST:

Melinda Krause

(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF PENDER

Blenda Pridgen
I, ~~Elsie C. Housard~~, a Notary Public for said County and State do hereby
certify that Elsie C. Housard personally appeared before me this day and
acknowledged the execution of the foregoing instrument.

This the 4th day of May 2004.

Blenda Pridgen
Notary Public

My Commission Expires: 5/23/06

STATE OF NORTH CAROLINA

COUNTY OF PENDER

I, Glenda Pridgen, a Notary Public for said County and State do hereby
certify that Andy Hedrick personally appeared before me this day and
acknowledged the execution of the foregoing instrument.

This the 17th day of May 2004.

Blenda Pridgen
Notary Public

My Commission Expires: 5/23/06

Pender County
P.O. Box 1578
Burgaw, NC 28425

PENDER COUNTY
PO BOX 1578
805 S. WALKER ST
BURGAW NC 28425

MISC RECEIPT 74749

DATE/TIME 05/18/04 10:27

CLERK awilson

3 PAID BY NAME

FLOODP ELSIE HOUSAND

35.00

1 10 326000 35.00
FLOODPLAIN PROPERTY LICENSE
REF1: REF2:

00 101000 POOLED CASH

35.00 PAID AMT

CHECK
KAREN BARNHIL PAY METHOD

AMT TENDERED:

Exhibit A
Deed Restrictions and Covenants

WHEREAS, this Property is being purchased under the Hazard Mitigation Acquisition Program conducted with **FEMA (404) Funds** (Appropriated pursuant to Section 404 of the Stafford Act); and

WHEREAS, the State of North Carolina's Division of Emergency Management has entered into a Contract Agreement with Pender County, North Carolina (hereinafter referred to as the "County"), and herein incorporated by reference, in which the County will use the Property described hereafter under the terms and conditions thereunder; and

NOW, THEREFORE, this conveyance is made upon the express conditions that:

- 1. LAND USE:** The land must be dedicated and maintained in perpetuity for uses compatible with open space, recreational purposes or wetlands management practices.
- 2. STRUCTURES:** No new structure(s) will be built on the property except for the following:
 - a. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - b. A public restroom; or
 - c. A structure that is compatible with open space, recreational, or wetlands management usage and proper flood plain management policies and practices, which the FEMA Director approves in writing before the construction of the structure begins.
- 3. ASSISTANCE:** After completing the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal entity or source, and no Federal entity or source will provide such assistance.
- 4. CONVEYANCE:** The properties so acquired or any interest therein may be conveyed only to another public entity or non-profit organization created to enhance and promote the purposes set forth in Paragraph 1 above with prior approval of the State of North Carolina and the Regional Director of FEMA and subject to this Declaration.
- 5. TERM AND BINDING EFFECT:** The foregoing covenants, conditions and restrictions shall run with the land and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their successors and assigns, but is not intended to restrict the rights of third parties in existing easements for public roads, highways, public utilities, railroads and pipelines.
- 6. APPLICATION:** Nothing herein contained shall be construed as to impose any covenant, condition or restriction on any other property than that conveyed to Declarant pursuant to the Grant Agreement and any amendments thereto, to which these specific covenants, conditions and restrictions apply.

7. FLOOD PROOF STRUCTURES: Any structures built on the property must be located to minimize the potential for flood damage, be flood proofed, or be elevated to the Base Flood Elevation plus one foot of freeboard.

8. CERTIFICATION REQUIREMENTS: Every two years on October 1st, the RECIPIENT/SUBGRANTEE will report to the AGENCY/GRANTEE certifying that the property continues to be maintained consistent with the provisions of these restrictions.

9. ALLOWABLE USES: Allowable open space, recreational, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except where adequate warning time it not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved, permeable parking lots, and buffer zones. Allowable uses generally do not include walled buildings, flood reduction levees, or other uses that obstruct the natural and beneficial functions of the flood plain.

Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Carolina. In addition, the State of North Carolina shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the County, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Carolina or its successor, to the County, its successors or assigns.

The above conditions and restrictions, along with the right to enforce the same are deemed to be covenants running with the land in perpetuity and are binding on subsequent successors, recipients, or assigns.

The Seller releases and deeds unto the County and its assigns, all rights, title, and interest which the Seller may have in the banks, bed and waters opposite to or fronting upon said land, and in any alley, road, street, ways strips, gorges and railroad right-of-way abutting or adjoining said lands, and in any means of ingress and egress appurtenant thereto.

TO HAVE AND HOLD the said premises with all and singular the rights and privileges belonging unto the said County and its assigns forever.

THIS conveyance is expressly subject to rights outstanding in third parties for existing easements for public road and highways, public utilities, railroads, and pipelines.

[Handwritten Signature]

For the County

12-28-01
Date

NORTH CAROLINA
PENDER COUNTY

I, Kimberly F. Sanders Notary Public, in and for the County and State aforesaid, do hereby certify that R. V. Biberstein Jr., personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purpose therein expressed. Witness my hand and official seal this 28th day of December, 2001.

[Handwritten Signature]

Notary Public

